

**Minutes of the June 10, 2019
Regular Meeting of the Yancey County Board of Commissioners
Held at 6:00 pm in the Yancey County Courtroom
Yancey County Courthouse, Burnsville, North Carolina**

Present at the meeting held June 10, 2019 were Chairman Jeff Whitson, Commissioner Mark Ledford, Commissioner Jill Austin, Commissioner David Grindstaff, Commissioner Johnny Riddle, County Manager Lynn Austin, County Finance Officer Brandi Burleson, Planning & Economic Development Director Jamie McMahan, County Attorney Donny Laws, Tax Administrator/Assessor Danny McIntosh, Board Clerk Sonya Morgan, members of the media, and members of the general public.

Call to Order

Chairman Whitson welcomed those in attendance and called the meeting to order.

Invocation and Pledge of Allegiance to the Flag

Commissioner Ledford delivered the invocation. Chairman Riddle led in the Pledge of Allegiance to the Flag.

Approval of the Agenda

Commissioner Riddle made a motion to amend the agenda to remove the closed session and approve the amended agenda, with Commissioner Austin seconding the motion. By unanimous vote, the amended agenda was approved. (Attachment A)

Consent Agenda

Chairman Whitson read through the items on the consent agenda, which included:

- a. Approval of May 13, 2019 Regular Meeting & Closed Session minutes
- b. Approval of reappointment of Cathy King to Yancey County DSS Board (Attachment B)
- c. Approval of appointment of Whitney Brasington to the High Country Workforce Development Board (Attachment C)
- d. Approval of RESOLUTION in Support of Naming a Section of Hwy in Honor of Sheriff Donald Banks (Attachment D)
- e. May 2019 Tax Collection Reports – Informational (Attachment E)
- f. SDS Agreement for Ray Cort Park NC PARTF Construction Documents – Informational (Attachment F)
- g. Withers Ravenal Contract Amendment 1 for East Yancey Sewer System Improvements – Informational (Attachment G)
- h. Letter of Support for Yancey County Transit Facility – Informational (Attachment H)
- i. Resolutions Of Yancey County and the Town of Burnsville Regarding Designations of Building Inspectors – Informational (Attachment I)

Chairman Whitson asked for a motion to approve the items on the consent agenda. Commissioner Grindstaff made a motion to approve the consent agenda, which was seconded by Commissioner Ledford. By unanimous vote, the consent agenda was approved.

Public Hearing - Yancey County Addressing and Road Naming Ordinance

Mark Thomas, Addressing Coordinator, presented the Yancey County Addressing and Road Naming Ordinance. (Attachment J) Mr. Thomas reported that the ordinance presented was an update to the existing ordinance, with changes made to reflect the addressing coordinator's duties and to prohibit signs from being attached to 911 street signs. Chairman Whitson confirmed with Mr. Thomas that the updated ordinance did not change any addresses or road names. Chairman Whitson opened the floor for comment for anyone wishing to speak during the public hearing. Hearing none, Chairman Whitson asked for a motion to adopt the ordinance. Commissioner Riddle made a motion to adopt the Yancey County Addressing and Road Naming Ordinance, with Commissioner Grindstaff providing a second. By unanimous vote the ordinance was adopted.

AMY Library

Next, Amber Briggs, director of the AMY Library regional library system, thanked the Board for allowing her to speak. Ms. Briggs gave a brief overview of the system and how it is funded. Ms. Briggs reviewed some of the programs, including story time, yoga story time, book clubs, STEM (science, technology, engineering, and math) programs, after school programs, music under the trees, and a summer reading program. She also reported that there are activities for aging adults, a new website, and an ancestry library. Ms. Briggs reported grant funding will provide technology available for checkout, including, wifi hotspots, laptops, and tablets. Commissioner Riddle commended Ms. Briggs for job well done. Chairman Whitson stated that the library is an asset to the community. Chairman Whitson commended Ms. Briggs and said in a lengthy conversation with her, he understood that the AMY Library is a member of, and mirrors its policies after the National Public Library Association, which ensures equality for every citizen.

County Manager's Report

County Manager Austin began her report by requesting that the Board reappoint Commissioner Riddle to the Mayland Community College Board of Trustees. Commissioner Grindstaff made a motion to reappoint Commissioner Riddle, with Commissioner Austin providing a second. By a unanimous vote, the motion was carried.

Next, County Manager Austin presented the letter received from Yancey County Schools offering the county the first option on the former Bald Creek Pre-K building. (Attachment K) County Manager Austin indicated that County Attorney Donny Laws had reviewed the letter. Commissioner Ledford made a motion to table the decision on the option to allow for further investigation on the matter. Commissioner Riddle seconded the motion. By unanimous vote, the motion was carried.

County Manager Austin then presented the drug court contract for Board consideration. County Manager Austin said that the drug court came about in October, with each county funding \$25,000. (Attachment L) She reported that the contract request for each county was \$30,000 for the program, with Mitchell and Madison counties each committing \$30,000. County Manager Austin said that the contract was the same as last year, except that it would begin July 1 instead of October. Commissioner Riddle made a motion to approve the contract, with Commissioner Riddle providing a second. The Board voted unanimously to approve the contract

Next County Manager Austin presented a RESOLUTION AUTHORIZING THE DISPOSAL OF SURPLUS REAL PROPERTY BY PUBLIC AUCTION for consideration and approval by the Board to dispose of 11 parcels of land by auction on Wednesday, July 24th at 1:00 pm at the front door of the Yancey County Courthouse. (Attachment M) Commissioner Austin made a motion to adopt the resolution, with Commissioner Riddle providing a second. The Board voted unanimously to adopt the resolution.

County Manager Austin updated the Board ongoing projects. She reported that the work on the East Yancey water and sewer project will go to bid this month, with the 20-year project coming to an end; the work at the landfill will go to bid once Yancey County and Mitchell County budgets are adopted; county staff continues to work with FEMA on the Cane River Park restoration project; work at Ray Cort Park will begin June 11, with consultants well into the design process by mid-July; and, the new Blue Ridge School will be completed on time, with the school system scheduled to move in July 15. County Manager Austin stated that the county is still working to acquire easements at the new school.

County Manager Austin said that she had been contact by IEDC and that there are grants available to repurpose or revamp existing businesses. She indicated that the service is free and assistance is provided for planning, design, and funding through grants. County Manager Austin also announced that the Building Business Breakfast was scheduled for 7:30 am on June 11 and that Camp Funshine would begin June 17.

County Attorney's Report

County Attorney Donny Laws had nothing to report to the Board this month.

County Commissioners' Report

Commissioner Ledford said that he wanted to bring before the Board the school board's requests for additional funds and would like to use any surplus funds from this year's budget to grant the requests. Commissioner Austin asked if Commissioner Ledford was referring specifically to the school nurse position. Chairman Whitson stated that it was his understanding that the legislature was considering funding the school nurse positions. Commissioner Grindstaff said that he would like any surplus finds from this year be used to fund the school nurse position, if needed, and repair the tennis courts at the high school. Finance Officer Burleson, who was in attendance at the meeting, indicated that the tennis courts would be paid for out of the current budget. Commissioner Ledford made a motion to fund the school nurse position from surplus funds from the current budget year and repair the tennis courts, with Commissioner Grindstaff providing a second. By unanimous vote, the motion was carried.

Commissioner Riddle asked if there had been concern expressed over the trees that were down in Ray Cort Park and if they would be removed during the renovation. County Manager Austin said that she would check on the trees.

Public Comments

Claire D'Gaia spoke on "bloom illnesses" caused by 5G radiation.

Samantha Byrd read the Clearmont statement of intent for Clearmont School.

Danny McIntosh spoke on a potential partnership to connect the mountain to the sea trails, Appalachian trails, and the possibility to use Clearmont School in the plan.

Marvin Taylor spoke on the Sheriff's department.

Adjournment

Having no further business, Commissioner Riddle made a motion to adjourn, with Commissioner Grindstaff seconding the motion. The Board of Commissioners voted unanimously to adjourn.

Approved and authenticated this the _____ 8th _____ day of July 2019.

Jeff Whitson, Chairman

Mark Ledford, Vice Chairman

Jill Austin

Jill Austin, Commissioner

David Grindstaff

David Grindstaff, Commissioner

Johnny Riddle

Johnny Riddle, Commissioner

Sonya Morgan

Sonya Morgan, Clerk to the Board





Attachment A

**AGENDA
YANCEY COUNTY BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING
JUNE 10, 2019
6:00 PM**

- I. Call to Order – Chairman Jeff Whitson**
- II. Invocation and Pledge of Allegiance to the Flag**
- III. Approval of the Agenda**
- IV. Consent Agenda**
 - a. Approval of May 13, 2019 Regular Meeting & Closed Session minutes**
 - b. Approval of reappointment of Cathy King to Yancey County DSS Board**
 - c. Approval of appointment of Whitney Brasington to the High Country Workforce Development Board**
 - d. Approval of RESOLUTION in Support of Naming a Section of Hwy in Honor of Sheriff Donald Banks**
 - e. May 2019 Tax Collection Reports – Informational**
 - f. SDS Agreement for Ray Cort Park NC PARTF Construction Documents - Informational**
 - g. Withers Ravenal Contract Amendment 1 for East Yancey Sewer System Improvements - Informational**
 - h. Letter of Support for Yancey County Transit Facility - Informational**
 - i. Resolutions Of Yancey County and the Town of Burnsville Regarding Designations of Building Inspectors – Informational**
- V. Public Hearing – Yancey County Addressing and Road Naming Ordinance**
- VI. AMY Regional Library – Amber Briggs**
- VII. County Manager’s Report – Lynn Austin**
 - a. Yancey County Schools Surplus Property – former Bald Creek Pre-K Building**
 - b. Drug Court Contract**
 - c. RESOLUTION - Surplus Properties**
- VIII. County Attorney’s Report – Donny Laws**
- IX. County Commissioners’ Report**
- X. Public Comments**
- XI. Closed Session**
- XII. Adjourn**

Commissioner's Appointee

Attachment B

Rick Tipton

Mon 5/13/2019 8:54 AM

To:Lynn Austin <Lynn.Austin@yanceycountync.gov>;

Cc:Sonya Morgan <Sonya.Morgan@yanceycountync.gov>;

Good Morning Lynn,

We have two board members with terms expiring in June. Blaine Whitson has served two terms and will be leaving the board. He will be missed but Johnny Riddle will be taking his spot as a Governor's appointee. Cathy King is willing to serve a second term and we definitely want her to stay. She is a Commissioner's appointee so we will need action taken at one of your meetings in May or June to appoint her to a second term. Sonya is aware of this so she will discuss it with you if you need more info. Thank you.

Rick Tipton

Director

Yancey County Department of Social Services

"IT IS AMAZING WHAT CAN BE ACCOMPLISHED WHEN NO ONE CARES WHO GETS THE CREDIT"

Bryan Peterson, Chair
Jeff Dreyer, Vice-Chair

468 New Market Blvd., Boone, NC 28607
Phone: 828-265-5434 Fax: 828-265-5439
Relay call in NC - Dial 711
E-Mail: keith.deveraux@highcountrywdb.com
www.highcountrywdb.com

MEMORANDUM

To: Jason Robinson, Clerk to the Yancey County Board of Commissioners
And
Yancey County Board of Commissioners

From: Keith Deveraux, Director of Workforce Development

Subject: Appointment of Whitney Brasington to the High Country Workforce
Development Board

Date: April 29, 2019

Jason Robinson, I spoke with Whitney Brasington and she would like to be appointed to the High Country Workforce Development Board. Her business Mountain Electronics is in Yancey County in the High Country Region. Please start the appointment process to have Whitney Brasington appointed/confirmed to the High Country Workforce Development Board. Please let me know if I can be of further assistance during this process.

{1.} Whitney Brasington, Chief Financial Officer/co-owner
Mountain Electronics, Inc.
621 Micaville Loop
Suite 300
Burnsville, NC 28744
Phone: (828)675-9200
Email: whitney@mountainelectronics.com
Role(seat): Yancey County
Private Sector Seat
Term Ends: 6/30/2021

Note: I recommend that Whitney Brasington be appointed to the High Country Workforce Development Board.



*A Resolution in Support of Naming a Section of Highway in Yancey County
in Honor Of Sheriff Donald Banks*

WHEREAS, Donald Banks was born on June 6, 1916 to Tarp and Bertha Banks in the Prices Creek area of Yancey County; and

WHEREAS, Donald Banks was first elected Sheriff of Yancey County in 1938 at the age of 22 and served until 1942; and

WHEREAS, Donald Banks went on to faithfully serve the citizens of Yancey County as Sheriff for two additional terms from 1958-1962 and 1966 until his death on September 19, 1969; and

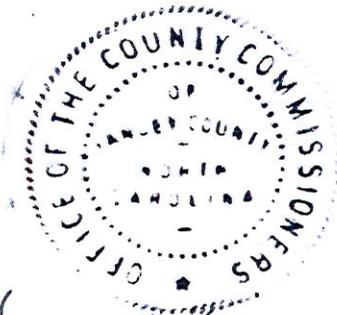
WHEREAS, Donald Banks served a single term in the North Carolina Senate from 1950-1952 representing the Thirtieth District which then consisted of Avery, Madison, Mitchell, and Yancey counties; and

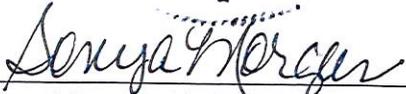
WHEREAS, Donald Banks was an active member at Cane River Baptist Church and numerous civic organizations in Yancey County, and was a prominent businessman employing many local men in his lumber operations; and

WHEREAS, until his death Sheriff Donald Banks stood as a pillar of the Yancey County community, representing the ideals and values that the citizens of Yancey County hold true.

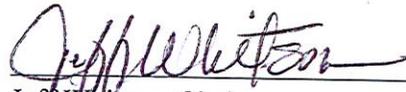
NOW, THEREFORE BE IT RESOLVED BY THE YANCEY COUNTY BOARD OF COMMISSIONERS that this Board does hereby request the North Carolina Department of Transportation, at a time and place fitting, officially name Hwy. 19E and a small section of Hwy 19 from approximately Cane River School Road to West Yancey Fire Department in Yancey County in honor of Sheriff Donald Banks as the **Sheriff Donald Banks HWY.**

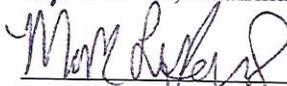
RESOLVED this the 10th Day of June 2019.

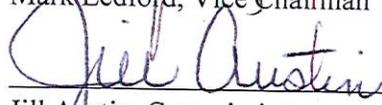


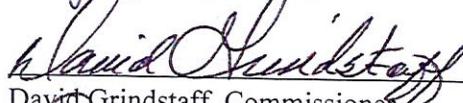

Sonya Morgan, Clerk to the Board

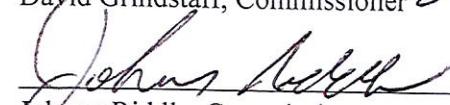
(county seal)


Jeff Whitson, Chairman


Mark Ledford, Vice Chairman


Jill Austin, Commissioner


David Grindstaff, Commissioner


Johnny Riddle, Commissioner

YANCEY COUNTY TAX ADMINISTRATION

Attachment E

End of Month Breakout

View Posted Payments in Date Range 05/01/2019 to 05/31/2019 for Vehicle

Description	Amount
Vehicle Payments	
County Vehicle Tax Payments 2018	\$641.19
County Vehicle Tax Payments 2017	\$132.42
County Vehicle Tax Payments 2016	
County Vehicle Tax Payments 2015	
County Vehicle Tax Payments 2014	
County Vehicle Tax Payments 2013	
County Vehicle Tax Payments 2012	
County Vehicle Tax Payments 2011	
County Vehicle Tax Payments 2010	
County Vehicle Tax Payments 2009	
County Vehicle Tax Payments 2008	
County Vehicle Interest	\$9.74
County Vehicle Total Payments	\$783.35
Burnsville VFD Vehicle Tax	\$3.49
South Toe VFD Vehicle Tax	
Newdale VFD Vehicle Tax	\$8.94
West Yancey VFD Vehicle Tax	\$19.63
Egypt/Ramseytown VFD Vehicle Tax	\$11.22
Clearmont VFD Vehicle Tax	\$8.89
Double Island VFD Vehicle Tax	\$8.53
Pensacola VFD Vehicle Tax	\$2.32
VFD Vehicle Interest	\$0.79
VFD Vehicle Total Payments	\$63.81
Town of Burnsville Vehicle Tax	\$25.35
Town of Burnsville Vehicle Interest	
Town of Burnsville Vehicle Total Payment	\$25.35
State Vehicle Interest	\$2.83
Vehicle Total Payments	\$875.34

06/03/2019

PRICES CREEK FIRE DISTRICT Vehicle Tax				\$322.79
	\$83.09	\$65.53	\$174.17	
County Vehicle Interest				\$2,811.22
	\$212.10	\$1,338.01	\$1,261.11	
TOWN OF BURNSVILLE Vehicle Interest				\$33.17
	\$2.60	\$22.02	\$8.55	
BURNSVILLE FIRE DISTRICT Vehicle Interest				\$87.43
	\$5.48	\$65.26	\$16.69	
CANE RIVER FIRE DISTRICT Vehicle Interest				\$10.47
	\$1.67	\$7.59	\$1.21	
EGYPT FIRE DISTRICT Vehicle Interest				\$2.78
	\$0.48	\$2.29	\$0.01	
RAMSEYTOWN FIRE DISTRICT Vehicle Interest				\$0.65
	\$0.03	\$0.02	\$0.60	
GREEN MOUNTAIN FIRE DISTRICT Vehicle Interest				\$7.78
	\$1.32	\$5.20	\$1.26	
JACKS CREEK FIRE DISTRICT Vehicle Interest				\$21.04
	\$0.50	\$9.20	\$11.34	
BRUSH CREEK FIRE DISTRICT Vehicle Interest				\$2.87
	\$0.35	\$2.52		
CRABTREE FIRE DISTRICT Vehicle Interest				\$23.40
	\$2.62	\$12.44	\$8.34	
SOUTH TOE FIRE DISTRICT Vehicle Interest				\$18.75
	\$2.61	\$8.44	\$7.70	
PENSACOLA FIRE DISTRICT Vehicle Interest				\$29.17
	\$1.20	\$11.16	\$16.81	
PRICES CREEK FIRE DISTRICT Vehicle Interest				\$51.67
	\$3.40	\$7.79	\$40.48	
DMV Vehicle Interest				\$548.36
	\$104.55	\$261.47	\$182.34	
Totals				\$49,131.03
	\$19,822.06	\$21,677.62	\$7,631.35	

	Billed to Date	% Collected
County Vehicle Tax 2018	\$24,119.65	28.25%

06/03/2019

Posting Report

05-01-2019 to 05-31-2019

06-03-2019

10:37 AM

I. Tax Collections + Releases

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
2011	\$16.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16.20
2012	\$14.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14.76
2013	\$364.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.46	\$0.00	\$410.06
2014	\$363.01	\$4.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.17	\$0.00	\$411.26
2015	\$541.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.70	\$0.00	\$585.03
2016	\$5,767.11	\$1.57	\$14.72	\$5.00	\$64.61	\$97.20	\$85.68	\$69.83	\$121.94	\$6,227.66
2017	\$10,490.00	\$365.28	\$74.12	\$76.30	\$105.98	\$0.00	\$96.01	\$63.67	\$295.06	\$11,566.42
2018	\$118,189.95	\$1,119.84	\$1,312.82	\$1,112.47	\$897.19	\$647.17	\$3,064.49	\$2,070.35	\$763.46	\$129,177.74
TOTAL	\$135,746.96	\$1,490.77	\$1,401.66	\$1,193.77	\$1,067.78	\$744.37	\$3,246.18	\$2,337.18	\$1,180.46	\$148,409.13

II. Releases

	Current Year	Prior Year	TOTAL
General Fund	\$343.14	\$39.94	\$383.08
Burnsville	\$1.63	\$3.36	\$4.99
West Yancey	\$8.96	\$0.00	\$8.96
Egypt/Ramseytown	\$12.50	\$0.00	\$12.50
Clearmont	\$0.00	\$0.00	\$0.00
Double Island	\$0.00	\$0.00	\$0.00
Newdale	\$5.33	\$0.53	\$5.86
South Toe	\$0.00	\$0.00	\$0.00

Pensacola	\$0.00	\$0.00	\$0.00
TOTAL	\$371.56	\$43.83	\$415.39

III. Net Tax Collections

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
TOTAL	\$135,363.88	\$1,485.78	\$1,392.70	\$1,181.27	\$1,067.78	\$744.37	\$3,240.32	\$2,337.18	\$1,180.46	\$147,993.74

Transaction Type Report

05-01-2019 to 05-31-2019

Year	General	Fire	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Total
2011	\$16.20	\$0.00	\$0.00	\$0.00	\$0.00	\$16.20	\$10.88	\$0.00	\$0.00	\$27.08
2012	\$14.76	\$0.00	\$0.00	\$0.00	\$0.00	\$14.76	\$8.66	\$0.00	\$0.00	\$23.42
2013	\$364.60	\$45.46	\$0.00	\$0.00	\$0.00	\$410.06	\$207.69	\$6.00	\$0.00	\$623.75
2014	\$363.01	\$48.25	\$11.17	\$0.00	\$0.00	\$422.43	\$702.50	\$8.00	\$0.00	\$1,132.93
2015	\$541.33	\$43.70	\$10.64	\$0.00	\$0.00	\$595.67	\$143.71	\$4.00	\$0.00	\$743.38
2016	\$5,747.45	\$458.98	\$11.06	\$0.00	\$0.00	\$6,217.49	\$1,255.63	\$60.00	\$0.00	\$7,533.12
2017	\$10,469.72	\$1,074.10	\$46.89	\$0.00	\$0.00	\$11,590.71	\$1,648.88	\$124.00	\$0.00	\$13,363.59
2018	\$117,846.81	\$10,959.37	\$38.38	\$0.00	\$0.00	\$128,844.56	\$7,228.71	\$1,000.00	\$0.00	\$137,073.27
TOTAL	\$135,363.88	\$12,629.86	\$118.14	\$0.00	\$0.00	\$148,111.88	\$11,206.66	\$1,202.00	\$0.00	\$160,520.54

Adjustment / Release Report

05-01-2019 to 05-31-2019

Year	General	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Fire	Amount Due	County Net
2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,261.13	\$0.00	\$2,261.13	\$2,261.13
2016	\$19.66	\$1.72	\$0.00	\$0.00	\$21.38	\$5.94	\$0.00	\$0.00	\$1.57	\$28.89	\$27.32
2017	\$20.28	\$2.20	\$0.00	\$0.00	\$22.48	\$4.14	\$0.00	\$0.00	\$2.32	\$28.94	\$26.62
2018	\$343.14	\$1.46	\$0.00	\$0.00	\$344.60	\$51.83	\$4.00	\$0.00	\$28.42	\$428.85	\$400.43
TOTAL	\$383.08	\$5.38	\$0.00	\$0.00	\$388.46	\$61.91	\$4.00	\$2,261.13	\$32.31	\$2,747.81	\$2,715.50

Collections Receipts Report

05-01-2019 to 05-31-2019

Total general tax	\$135,363.88
Total fire tax	\$12,629.86
Total penalty	\$118.14
Total Waste Fees	\$0.00
Total Additional Fees	\$0.00
<hr/>	
Total principal	\$148,111.88
Total interest	\$11,206.66
Total cost of advertising	\$1,202.00
Total legal	\$0.00
Total check overpayments	\$612.57
Total Prepaid Payments	\$6,849.16
Total Prepaid Applied	\$0.00
<hr/>	
Total misc	\$19,870.39
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Grand total receipts	\$167,982.27

District Payment Report

05-01-2019 to 05-31-2019

Year	District Code	District Name	Amount
2013	009	SOUTH TOE FIRE DISTRICT	\$45.46
2014	001	BURNSVILLE FIRE DISTRICT	\$4.08
2014	009	SOUTH TOE FIRE DISTRICT	\$44.17
2015	009	SOUTH TOE FIRE DISTRICT	\$43.70
2016	002	CANE RIVER FIRE DISTRICT	\$14.72
2016	003	EGYPT FIRE DISTRICT	\$5.00
2016	006	JACKS CREEK FIRE DISTRICT	\$64.61
2016	007	BRUSH CREEK FIRE DISTRICT	\$97.20
2016	008	CRABTREE FIRE DISTRICT	\$85.68
2016	009	SOUTH TOE FIRE DISTRICT	\$69.83
2016	010	PENSACOLA FIRE DISTRICT	\$121.94
2017	001	BURNSVILLE FIRE DISTRICT	\$363.49
2017	002	CANE RIVER FIRE DISTRICT	\$18.32
2017	003	EGYPT FIRE DISTRICT	\$7.50
2017	004	RAMSEYTOWN FIRE DISTRICT	\$68.80
2017	005	GREEN MOUNTAIN FIRE DISTRICT	\$41.37
2017	006	JACKS CREEK FIRE DISTRICT	\$64.61
2017	008	CRABTREE FIRE DISTRICT	\$95.48
2017	009	SOUTH TOE FIRE DISTRICT	\$63.67
2017	010	PENSACOLA FIRE DISTRICT	\$295.06
2017	011	PRICES CREEK FIRE DISTRICT	\$55.80
2018	001	BURNSVILLE FIRE DISTRICT	\$1,118.21
2018	002	CANE RIVER FIRE DISTRICT	\$200.03
2018	003	EGYPT FIRE DISTRICT	\$667.62
2018	004	RAMSEYTOWN FIRE DISTRICT	\$432.35
2018	005	GREEN MOUNTAIN FIRE DISTRICT	\$247.31
2018	006	JACKS CREEK FIRE DISTRICT	\$649.88
2018	007	BRUSH CREEK FIRE DISTRICT	\$647.17
2018	008	CRABTREE FIRE DISTRICT	\$3,059.16
2018	009	SOUTH TOE FIRE DISTRICT	\$2,070.35
2018	010	PENSACOLA FIRE DISTRICT	\$763.46
2018	011	PRICES CREEK FIRE DISTRICT	\$1,103.83
TOTAL			\$12,629.86

Detailed District Payment Report

05-01-2019 to 05-31-2019

Year	District Code	District Name	Taxpayer Name	Address	Amount
TOTAL					\$0.00

Outstanding Balances Report

As of 05-31-2019

Year	Amount	County	District	Interest	Advertising	Penalties	Waste	Additional Fees
2008	\$14,285.98	\$6,582.31	\$588.34	\$6,912.21	\$56.00	\$147.12	\$0.00	\$0.00
2009	\$13,322.00	\$6,784.51	\$519.54	\$5,945.95	\$72.00	\$0.00	\$0.00	\$0.00
2010	\$15,298.53	\$8,257.72	\$795.26	\$6,149.55	\$96.00	\$0.00	\$0.00	\$0.00
2011	\$22,102.90	\$11,892.70	\$1,180.83	\$8,899.52	\$112.00	\$17.85	\$0.00	\$0.00
2012	\$26,916.98	\$14,663.41	\$1,659.64	\$10,170.68	\$144.00	\$279.25	\$0.00	\$0.00
2013	\$24,119.71	\$14,542.16	\$1,322.28	\$8,009.27	\$246.00	\$0.00	\$0.00	\$0.00
2014	\$32,561.22	\$20,310.57	\$1,715.48	\$8,726.37	\$192.00	\$443.60	\$0.00	\$0.00
2015	\$36,514.57	\$24,108.70	\$2,262.95	\$8,518.26	\$252.00	\$257.86	\$0.00	\$0.00
2016	\$92,356.51	\$52,312.98	\$3,767.50	\$14,834.24	\$424.00	\$359.63	\$4.00	\$0.00
2017	\$112,186.91	\$89,882.87	\$7,471.73	\$13,235.08	\$860.00	\$737.23	\$0.00	\$0.00
2018	\$295,742.66	\$257,826.01	\$19,080.86	\$11,359.02	\$2,084.00	\$5,392.77	\$0.00	\$0.00
Total	\$685,407.97	\$507,163.94	\$40,364.41	\$102,760.15	\$4,538.00	\$7,635.31	\$4.00	\$0.00

Yancey County Tax Office
 County/District Collection Percentage Report
 As of: 05-31-2019

Run Date: 06-03-2019

2018
 County

Net Levy \$	Collections \$	Collections %
12,659,873.77	12,402,798.65	97.97

Districts

Name	Net Levy \$	Collections \$	Collections %
001 - BURNSVILLE FIRE DISTRICT	193,876.33	190,372.76	98.20
002 - CANE RIVER FIRE DISTRICT	74,070.40	72,815.76	98.31
003 - EGYPT FIRE DISTRICT	78,098.79	77,279.66	98.96
004 - RAMSEYTOWN FIRE DISTRICT	24,440.24	23,756.11	97.21
005 - GREEN MOUNTAIN FIRE DISTRICT	27,299.29	26,382.05	96.65
006 - JACKS CREEK FIRE DISTRICT	66,595.87	64,471.17	96.81
007 - BRUSH CREEK FIRE DISTRICT	39,381.20	38,804.09	98.54
008 - CRABTREE FIRE DISTRICT	174,297.44	170,755.98	97.97
009 - SOUTH TOE FIRE DISTRICT	193,254.41	189,842.54	98.24
010 - PENSACOLA FIRE DISTRICT	95,936.61	94,906.10	98.93
011 - PRICES CREEK FIRE DISTRICT	154,253.54	153,037.04	99.22

District Totals

Net Levy \$	Collections \$	Collections %
1,121,504.12	1,102,423.26	98.30



*Landscape Architecture
Planning
Project Management
Construction Observation*

May 30, 2019

Lynn Austin
Yancey County Manager
110 Town Square, Room 11
Burnsville, NC 28714
Tel: 828-682-3971
Lynn.Austin@yanceycountync.gov

Re: **Request for Fee Proposal:
Ray Cort Park NC PARTF Construction Documents:
SDS Project # 18-008**

Dear Ms. Austin,

Per your request, please find our service and fee proposal for landscape architectural, engineering and associated services including estimated allowances and reimbursable expenses, as required to design the various park improvements as outlined below for the Ray Cort Park NC PARTF Improvements. The services shall include: design, coordination with State and Local agencies, final design, grading & erosion control, permitting, and bidding documents which may include plans, specifications, and estimate of probable cost of construction, and construction administration services. Site Design Studio will prepare 100% Construction Documents based on the program elements identified by staff during the project master planning and NC PARTF grant processes, to be permitted and constructed.

Our proposal includes a breakdown of services for each phase of work for the project and all reimbursable expenses based on the scope of services indicated in this document. It is our understanding that the current proposed project construction budget, including contingency, owner provided items, and construction costs, is approximately a total of **\$400,000** between PARTF grant funds and local government match for park related improvements.

Yancey County, hereinafter referred to as the Owner, shall be represented by the Yancey County Manager; Site Design Studio shall be referred to as the Consultant. The Consultant has selected a group of sub-consultants to provide assistance on specific disciplines involved in the design of this facility, which is included under the same designation.

A lump sum allowance for all reimbursable expenses including general office expenses and all plan and permit review fees has been provided.

Summary Statement:

This project would provide for the redevelopment and upgrade of priority site development as defined and described in the NC PARTF Project Agreement dated November 13, 2018 and associated PARTF Site Plan dated May 1, 2018.

Scope of Services:

The Consultant shall coordinate work with Yancey County throughout all stages of document preparation. We anticipate providing the following tasks related to park improvements as part of our scope of services with the following deliverables:

1. Schematic Design Phase (25% Construction Documents):

The Consultant shall prepare schematic design drawings for submittal, modification, and approval by the County. The Consultant shall revise the previous schematic plans based on comments received from the Owner and/or at the public meeting, or to respond to site conditions. The Consultant shall provide a project schedule to be reviewed and approved by the Owner. At the conclusion of the preliminary design phase, the Consultant shall provide the Owner with a detailed estimate of probable construction cost for the project.

2. Design Development Phase (50% Construction Documents) :

Utilizing the previously completed and approved PARTF site plan, for the basis of site improvements, the Consultant shall prepare design development drawings for submittal, modification, and approval by the Owner. These plans will be considered the design development drawings, or 50% construction drawings. All drawings shall comply with all applicable requirements of the Americans with Disabilities Act and Accessibility Guidelines (A.D.A.A.G.) and all current applicable State and local codes. The Consultant shall revise the plans based on comments received from the Owner, or to respond to site conditions identified by field survey information. The Consultant shall modify the project schedule to be reviewed and approved by the Owner. At the conclusion of the design development phase, the Consultant shall provide the Owner with a detailed estimate of probable construction cost for the project.

A. The Consultant shall coordinate the site design and preparation of construction documents and project schedules with Yancey County and any other department or agencies, as required, including but not limited to: County Storm Water Services, Water Department, Transportation Department, North Carolina Department of Transportation, and Sewerage District.

B. Site Improvements:

1. After preparing a Design Development site plan the Consultant shall meet with the Owner to discuss the plan and based on Owner comments prepare a final preliminary site plan for review and written approval.
2. A preliminary Grading and Drainage plan with proposed contours, finished floor elevation(s), drainage pipe layout and stormwater management systems will be developed as necessary to ensure the feasibility of the preliminary site plan and refined based on the approved final design development site plan.
3. A preliminary Planting Plan will be developed indicating plant locations, type, & quantities.
4. If site utilities are deemed necessary (i.e., electrical service, water service, and the locations of associated facilities, such as meters & taps, backflow preventers, drinking fountains, yard hydrants, pumps for drinking fountains, transformers, electrical panels, etc.) the consultant shall coordinate those services with the appropriate departments and/or agencies. If site lighting is deemed necessary, the consultant shall coordinate with duke / progress regarding the design and installation of those utilities.
5. Develop and compile site and standard construction details.

6. Attend two (2) meetings associated with this phase to present the Design Development set to the Owner for comment on design, preliminary site details, and maintenance & operations considerations.
 - C. The Consultant will prepare an itemized budget estimate of probable construction costs based on the Design Development plans (50% Construction Documents) and prepare a list of recommended scope modifications as needed based on estimated budget surplus/shortage.
 - D. Submit a digital set of the Design Development plans to Yancey County for review (50% Construction Documents).
- 3. Construction Documents Phase (100% Construction Documents):**

Based on the previously submitted Design Development drawing set, or 50% construction drawings, the Consultant shall continue to develop the drawings based on comments received from the Owner, or to respond to site conditions and estimated budget surplus/shortage as identified in the detailed estimate of probable construction cost for the project. The Consultant shall continue to coordinate the site design and preparation of construction documents and project schedules with Yancey County and any other department or agencies, as required, including but not limited to: County Storm Water Services, Water Department, Transportation Department, North Carolina Department of Transportation, and Sewerage District.

- A. All drawings to comply with all applicable requirements of the Americans with Disabilities Act and Accessibility Guidelines (A.D.A.A.G.) and all current applicable State and local codes. Specifications with regard to competitive items and substitution of materials must comply with North Carolina G.S. 133-3 as ratified July 1993.
- B. Prepare Construction Documents and specifications manual for permitting, bidding, and construction for a formal bid procedure including, but not limited to the following. Documents may require the preparation of "add-alternates or deducts" to meet budget requirements. Bid documents shall be prepared for Single Prime contract only. If the Owner requires any additional information to be included in the specifications, it will be provided to the Consultant by the Owner for information purposes only, the Owner will provide design guidelines indicating standard of products expected at park facilities. Drawings will at a minimum include:
 1. Demolition/Clearing Plan for removal of existing site components and abandonment or capping of existing water as required.
 2. Site Design - Staking and Materials Plan indicating :
 - a. Project summary data and general notes
 - b. Location data (dimensions, horizontal control, etc.) of shelter, play equipment and other structures, walks, curb and gutter, etc.
 - c. Paving materials types/locations/patterns (walks, crosswalks, drives, etc.)
 - d. Site furniture (location only) including seating, tables, exercise equipment trash receptacles, drinking fountain, etc.
 - e. Signage
 3. Erosion Control Plan indicating:
 - a. Phasing of erosion control
 - b. Erosion control measures (silt fence, sediment basin, etc.)

- c. Stabilization
- 4. Grading and Drainage Plan indicating:
 - a. Contours at 1' intervals
 - b. Curb/pavement elevation(s)
 - c. Critical spot elevations
 - d. ADA accessible route
 - e. Stormwater drainage structures and schedule (rim and invert elevations, pipe size, length and slope)
 - f. Subsurface drainage
 - g. Irrigation sleeves (future if no irrigation proposed)
- 5. Structural Engineering (as required)
- 6. Electrical Engineering (as required)
- 7. Utility Plan indicating (as required and identified by field survey):
 - a. Existing water lines (location and sizes)
 - b. Existing meters, backflow preventers, valves, fire hydrants, etc.
 - c. Sanitary sewer system (manhole locations and pipes)
 - d. Existing Telephone
 - e. Electrical power
 - f. Utility crossings
 - g. Existing Gas
 - h. Existing Fiber optics
 - i. Existing CATV
 - j. Proposed utility services and associated facilities
- 8. Planting Plan indicating:
 - a. Required Planting description
 - b. Street trees
 - c. Other areas to receive landscape materials
 - d. Location and spacing
 - e. Plant list
 - f. Planting soil specifications
 - g. Existing and Proposed Utilities
- 9. Construction Details (site) indicating:
 - a. Materials (paving, curbs, and other hardscape elements)
 - b. Stormwater drainage
 - c. Water distribution
 - d. Site Furniture (including owner provided & contractor installed)
 - e. Erosion control
 - f. Planting
 - g. Monumentation
 - h. Park signage
- 10. Site Construction Documents will contain the customary technical information necessary for accurate pricing/bidding and construction by qualified contractors, and be sealed by the appropriate licensed professional, i.e., landscape architect, professional engineer (civil/structural), etc., carrying professional liability insurance

C. Submit a digital set of the Contract Documents to Yancey County for review at 75% and

100% completion. An estimate of probable cost of construction shall be submitted with the 75% and 100% reviews. The Consultant shall revise the Contract Documents to reflect the review comments as necessary.

4. Permitting Phase:

A. For the purposes of this project, the Consultant shall be required to submit, modify as required, and receive plan approval for Construction Documents from the including but not limited to the agencies listed below. All wetland, code enforcement, NCDEQ, and Army Corps approvals shall be the responsibility of the Consultant. All drawings, details, specifications, and studies necessary to obtain these approvals shall be the responsibility of the Consultant. Permit submittals shall include the following: **(Please indicate what permit/plan approvals will be necessary based on current status of project)**

1. Yancey County
 - i. Land Development Permit (Grading & Stormwater)
 - ii. Code Compliance (Zoning, Fire, other)
 - iii. Building Permits, if necessary, for shade structures
 - iv. Other
2. NCDEQ
 - i. Sedimentation and Erosion Control, if necessary
3. Sewage District Utilities (Coordination only)
4. Department of Transportation
 - i. Encroachment Agreements
 - ii. Driveway Permits
5. Any applicable Public Utilities (Duke / Progress Energy, Natural Gas, Phone, Cable, etc.)

The consultant shall plan for meetings, as required, with each of the above agencies during the course of this project.

Any required drawing revisions due to regulatory review shall be the responsibility of the Consultant and be performed at no additional cost to the Owner.

5. Bidding Phase:

- A. After written approval of the Construction Documents from the Owner, the Consultant shall provide and administer complete bidding services for a "Formal Construction Project." The project shall be bid as a Single Prime Contract (including Standard Agreement, General Conditions, Supplementary Conditions and Division 0 & 1 Specifications) as directed by the Owner.
- B. The Consultant shall be designated as the Owner's Authorized Distributor of the Bid Documents and shall provide digital (pdf) copies to invited parties at no cost. The Consultant shall maintain a Bidders List of all Prime Contractors who have submitted a Letter-of-Interest as well as a list of all other interested parties who have requested Bid Documents. The Consultant shall verify, to the extent possible, that at least three contractors have expressed interest in bidding the project.
- C. The Consultant shall be available for responding to inquiries during the bidding phase. The Consultant shall prepare and issue any necessary written addenda or clarifications based on contractor's questions, or identified from another source, and once approved by Owner distribute it to all on the prospective bidder plan list.
- D. The Consultant shall administer a Pre-Bid meeting with prospective contractors and

suppliers to answer questions regarding the bid and the overall project. The Consultant shall generate written minutes of the Pre-Bid Conference and distribute to all interested bidders as part of the written addenda.

- E. The Consultant shall review for "equivalency" and approval any contractor and supplier requests for substitutions of materials that are presented prior to the bid opening and prepare written addenda and distribute same as described above.
- F. All public construction bid openings shall be administered / conducted by the Consultant. As part of this task, the Consultant shall review, verify, and tabulate bids, identify eligible bids, and designate an apparent low bidder. The Consultant shall provide to the Owner sealed, certified bid tabulation for all bid openings.
- G. The Consultant shall verify the qualifications of the apparent low bidder, including proper licensure to perform the work, and prepare a letter to the Owner recommending the award of the construction contract.
- H. During the design process the Consultant shall provide the Owner with an Estimate of Probable Construction Costs at key milestones in the design process. It shall be the responsibility of the Consultant to notify the Owner if the Consultant determines that the Estimate of Probable Construction Costs exceeds the project construction budget. Through the design process the Consultant will work with the Owner to determine how the project may be modified so that the estimate of probable construction costs does not exceed the project construction budget. The estimate of probable Construction Costs are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional generally familiar with the construction industry.

If the project budget is exceeded by the lowest bona fide bid, the Owner may either (1) give written approval of an increase in such budget, (2) authorize negotiating the project with the lowest Bidder to reduce the scope and bring the project within construction budget, (3) reject all bids, change the project scope, revise the Contract Documents, and re-bid or, (4) give written notice if the project is abandoned or terminated.

If the Owner elects Option (1) and increases the construction budget after the bid opening, the action shall not be a basis for increasing the Consultant's fee. If the Owner elects to proceed under Option (2), the Consultant shall, at no additional charge to the Owner, assist the Owner during negotiations and prepare and /or modify the Contract Documents as necessary to comply with the budget. If the Owner elects to proceed under option (3), the Consultant shall, at no additional charge to the Owner, assist the Owner by identifying and implementing reasonable modifications to the project scope, revise the Contract Documents as necessary to comply with the budget, and assist with re-bidding. If the Owner elects to proceed under option (4), the Consultant shall provide to the Owner a complete set of reproducible drawings of the project, all drawings of the project in AutoCAD on compact disk (CD), and a copy of the specifications in Microsoft Office Word.

6. Construction Administration Phase:

The Consultant shall provide construction administration services as described, and shall endeavor to protect the Owner against defects and deficiencies in the execution and performance of the work. Included, but not limited to the tasks to be performed for this phase of the work are as follows:

- A. Pre-Construction Meeting: The Consultant shall administer a pre-construction meeting with the Contractor, Capital Projects Department, and Park and Recreation Department; prepare meeting minutes, and distribute to all participants.
- B. Construction Observations / Site Visits: The Consultant's designated Project representative shall perform on-site construction observations and provide a written field report to the County Project Manager at least once every other week throughout the duration of the construction contract time period (approximately 120 calendar days). The Consultant shall also visit the site as necessary during critical phases of the work and on an as-needed basis during the progress of the Work to provide clarifications to the Contract Documents, to observe if the Project is constructed according to the approved Contract Documents, to resolve field design issues that may be a result of errors, omissions, unforeseen conditions or ambiguities in the Contract Documents, or for other purposes related to the design of the Project. Field reports shall identify construction issues, work that is not in compliance with the Contract Documents, and work items to be completed or corrected by the Contractor. The Consultant shall verify and notify the Owner in writing after the work has been completed or corrected.

The Consultant's Sub-Consultants that prepared or were contributors to the plans, shall visit the site at least monthly or as necessary during times of their respective project Work being performed. The Sub-Consultant shall also visit the site on an as-needed basis during the progress of the work to provide clarifications to the Contract Documents, to observe if the Project is constructed according to the approved Contract Documents, to resolve field design issues that may be a result of errors, omissions, unforeseen conditions or ambiguities in the Contract Documents, or for other purposes related to the Sub-Consultant's design. The Sub-Consultant shall prepare field reports and identify construction issues, work that is not in compliance with the Contract Documents, and work items to be completed or corrected by the Contractor. The Sub-Consultant shall submit his field reports to the Consultant indicating the findings from the Project visit. The Consultant shall in turn submit the Sub-Consultant's field reports to the Contractor and the Owner.

- C. Construction Progress Meetings: The Consultant shall conduct on-site construction progress meetings with the Contractor's Representative and the Owner every **two weeks** throughout the duration of the project. These meetings are to be incorporated into the construction observations / visits in paragraph B. The Consultant shall be responsible for preparing and distributing meeting minutes to the Contractor's and Owner's representatives. Sub-Consultants shall attend the construction progress meetings as appropriate to the Work in progress or as is made necessary by field observations or construction issues.
- D. Questions and Clarifications: The Consultant shall review and respond to Requests for Information (RFI) submitted by the Contractor and make modifications to the Contract Documents to correct errors and omissions, clarify intent, or to issue change orders. Any errors or omissions by the Consultant resulting in the need to re-issue drawings or other documents shall be separated from other clarifications. Design fees, permit amendment fees, and reproduction and distribution expenses, etc. to correct errors and omissions shall be borne by the Consultant. The Consultant shall provide recommendations to the Owner for solutions to special problems or changes necessitated by conditions encountered during construction.

The Consultant shall also review proposed material substitutions, review shop drawings, review and approve contractor pay requests, prepare bulletin drawings, make clarifications, prepare change orders, etc.

- E. Construction Communication Protocol: All communication between the Owner and the Contractor shall be through the Consultant.
- F. Construction Testing: The Owner will employ a testing firm to perform all necessary construction material testing. All construction testing and investigation results shall be examined and evaluated by the Consultant. When testing results indicate work which is not in accordance to the Contract Documents, the Consultant shall direct the Contractor to correct the work. The Consultant shall verify completion of the correction. The Consultant shall inform the Owner of all required testing, specify all required construction work testing, and review the Scope of Work and the proposal from the proposed testing firm.
- G. Special Inspections: With the inclusion of multiple structures in each project, special inspections will be required in addition to typical construction materials testing. The Owner supplied testing firm shall serve as the designated special inspector (DSI), while the Consultant (or qualified sub-consultant) shall serve as the Design Professional in Responsible Charge (DPIRC). It is preferred that the PE of record for the structures serves as the DPIRC. The Consultant (or responsible sub-consultant) shall visit the site as necessary for these purposes.
- H. Request for Payments: The Consultant shall review, evaluate and approve the Contractor's proposed Schedule of Values and the Contractor's Requests for Payment on an AIA payment form (G702) including but not limited to the amounts for completed work line items and verification that the requested amount is appropriate for the progress of construction. The issuance of a Certificate for Payment from the Consultant to the Owner shall contain a representation that (1) the work has been progressed to the point indicated, (2) the quality of the work is in accordance with the Contract Documents, and that (3) the Contractor is entitled to the amount certified. The Consultant shall not approve or process Requests for Payments which do not include attached certified State and County Sales/Use Tax Statements.
- I. Contingency Adjustments, Requests for Proposals and Change Orders: The Consultant shall be responsible for preparing Contingency Adjustments, Requests for Proposals, and Change Orders for review and approval by the Owner. The Consultant shall evaluate and recommend the Contractor's proposals and change order requests before submitting to the Owner. The Consultant shall have authority to order minor changes in the work not involving an adjustment to the contract sum or an extension of the contract time which are consistent with the intent of the Contract Documents.
- J. Shop Drawings and Submittals: The Consultant shall review and approve all required Shop Drawings, product data, samples, and the Submittal Log listing the required submittals to be submitted by the contractor all product data, samples, and other submittals. The Consultant shall establish and implement a procedure for logging data, and reviewing and approving all Contractor submittals within seven days. The Consultant shall coordinate and obtain approval from the Owner for all product colors, finishes and similar details proposed in the submittals.
- K. Substantial Completion Review: Upon written certification from the Contractor that the Work is substantially complete, the Consultant shall conduct a Substantial Completion Review of the Contractor's Work, prepare a list of all incomplete and Work items to be corrected, and forward the list and a Certificate of Substantial Completion to the Owner for approval. The Contractor shall have thirty (30) days, unless specified otherwise, to complete the list of items needing completion or correction as established in the Contract

Documents.

- L. **Liquidated Damages Assessment:** The Consultant shall assist the Owner in drafting a letter to the Contractor for assessment of liquidated damages if the Contractor does not achieve Substantial Completion within the specified and approved Contract time period, or if the Contractor does not complete or correct the list of Work items within the specified time period after Substantial Completion. The assessment of liquidated damages shall be made in writing, in accordance to the conditions of the Contract.
 - M. **Final Completion Review:** Upon receipt of a written certification from the Contractor that the Work is complete, the Consultant shall conduct a Final Completion Review to assure that the Work is complete, as identified on the Substantial Completion list for each project. After all Work items are satisfactorily complete and all necessary corrections are made, and the "Record Drawings" have been received from the Contractor and approved by the Consultant, the Consultant shall prepare a Certificate of Compliance. The Certificate of Compliance must be submitted to the Owner prior to approval of final payment to the Contractor.
 - N. **Project Closeout:** The Consultant shall provide services as required to close out each project including receipt and review of the following submittals from the Contractor: Consent of Surety to Final Payment, Contractor's Affidavit of Release of Liens, Contractor's Affidavit of Payment of Debts & Claims, MB Form VI, final certifications from required permit regulating agencies, all Warranties and Guarantees required by the Contract Documents, list of Sub-Contractors and Vendors, Operation and Maintenance manuals, Record Drawings, and all other required documents.
 - O. **Record Drawings:** The Consultant shall provide a complete set of reproducible Record Drawings within 60 days of receipt of as-built drawings from the Contractor (based on field survey data provided by a professional land surveyor hired by Contractor) for each project. The Consultant shall also provide to the Owner four (4) compact disk copies of all drawings in AutoCAD DWG (version 2009 or later) and the specifications in Microsoft Office WORD (version 2007 or later).
7. **Additional Services:** Additional Services are all those services authorized in advance by the Owner, to be performed by the Consultant which are not included in this scope of work, and are due to causes beyond the control of the Consultant. All services required to be performed by the Consultant under the scope of work described in this document, or due to any errors, omissions, design malfunctions, or oversights on the part of the Consultant are not to be considered additional services. Additional services include revisions in the scope of work of previously approved drawings, specifications and other documents requiring more than 4 hours of consultant's work time. Additional services request shall be answered in writing, and documented by including graphic information about the areas to be modified, and an itemized cost/time analysis for the task in reference.
8. **Project Allowances:**
- A. **Permit Fees:** Established to pay for all required permits including but not limited to: County project fees, Grading and Erosion Control Permits (NCDEQ if necessary), and/or any other permits required by the state or local municipal fees. The Owner shall pay, if required, all permit fees associated with the project.
9. **Reimbursable Expenses:** The Consultant shall include an amount in the lump sum fee for reimbursable expenses listed below for the project. A schedule of printing prices shall be provided by the Owner for reference. Reimbursable Expenses are for actual expenses

incurred by the Consultant in connection with the Project as defined and enumerated below:

- 7.1 Travel Costs:** Vehicle mileage costs shall not exceed state government approved cost per mile. Otherwise, travel shall be part of the Consultant's fee.
 - 7.3 Delivery Costs:** Documented courier services and overnight delivery costs, when requested by Owner.
 - 7.4 Reproduction Costs:** Documented reproduction and postage costs of required drawings, specifications, reports, bidding and contract documents, excluding the cost of reproductions for the Consultant or sub-consultants own use. At the Consultant's option, printing may be performed by the printing and reproduction service company under contract to Yancey County. Commercial printing costs shall not exceed the cost charged by the mentioned service.
 - 7.5 Payment of Expenses:** Consultant shall include a request for reimbursement of expenses with payment applications. This request shall include in an orderly manner, the date and justification of the expense, and additional information like trip destination, reproduced material description, invoice and transmittal. The Owner may request additional documentation of expenses.
- 10. Schedule:** The Consultant shall be responsible for defining (with Owner participation and input) the project schedule, and maintaining the sequence of tasks on time as to keep the project on schedule. An updated schedule will be provided to the Owner monthly, at a minimum. If the Owner is not providing the information or proper support to complete the work as planned, the consultant shall communicate this failing in writing to the Owner.
- 11. Advertisement of Project:** The Consultant and/or any employees of the Consultant shall not use the Yancey County project for advertisement to promote the Consultant's businesses unless the following is met:
- a) Yancey County agrees to handle all the advertising required as part of the project development.

PROJECT ASSUMPTIONS / EXCLUSIONS

- All drawings will be reviewed and stamped by necessary discipline(s) retained by consultant for approval and permitting purposes. In addition to the Consultants (Landscape Architect, Civil Engineer) on the Team, it may be necessary to retain a Structural Engineer, specifically for the design and or review of walls or structure, or other specialty consultant to fulfill requirements identified for consulting services.
- Existing stormwater facilities, including swales or ditches, are immediately adjacent to the site, are available for connection, and are of sufficient size and capacity to accept the stormwater runoff from this site, and are of sufficient condition that will not require upgrade of downstream piping or ditch lines or the design of off-site stormwater facilities. It is assumed that the proposed impervious surface area will be nearly equal to the existing impervious surface area, however, stormwater treatment and detention has been included as part of the stream restoration project scope of services.
- Utility design includes, stormwater and site electrical only, including coordination with Duke / Progress.

- It is assumed that an exterior drinking fountain will not be required. Therefore, neither a permit nor project closeout with the Water Department will be required.
- It is not anticipated that Sanitary Sewer extensions or re-routing will be required. Sanitary Sewer design is not included as part of this scope of services.
- It is assumed that there are no permanent impacts to wetlands on the site or cumulative impacts on streams or wetlands requiring regulatory approval by the Division of Water Quality (DWQ) or the US Corps of Engineers.
- Permits and close out for Domestic Water, Sanitary Sewer & NCDOT are excluded from permitting and project closeout.
- Driveway permit does not include sight distance analysis or traffic analysis.
- No variance requests are included in this scope of services.
- Changes required due to contractor error will be considered additional cost services.
- LEED design and documentation is excluded from this scope of services.
- Services for tasks other than those specifically detailed above are not included in the above fees.
- The County shall be provided with PDF and/or Word Format technical specifications for all items covered under the above scope of services.
- Additional project managements meetings and or public meeting beyond what is outlined above, if required and approved, will be billed at our current hourly rate.
- All Information, Plan Sets, Technical Specifications, Bid Documentation, etc. shall be provided digitally in either word, AutoCAD and/or PDF format.

FEE SCHEDULE

Fees for the Services detailed in the proposed scope of services above are outlined below. The fees are lump sum not to exceed amounts, unless otherwise agreed upon in writing.

SCOPE OF SERVICES FEE AMOUNT

Schematic Design (25%)	\$ <u>2,400.00</u>
Design Development (50%)	\$ <u>4,800.00</u>
Construction Documents (100%)	\$ <u>7,680.00</u>
Permitting Phase	\$ <u>2,880.00</u>
Bidding Phase	\$ <u>1,920.00</u>
Construction Administration (Lump Sum based on 120 Calendar Day Construction Contract)	\$ <u>9,480.00</u>
Permit Fee Allowance	\$ <u>0.00</u>
Reimbursable Expenses	\$ <u>800.00</u>
<hr/>	
Total Contract	\$ <u>29,960.00</u>

ACCEPTANCE

The services outlined above shall be considered the initial scope of services and agreement for the project. **All work shall be performed on an hourly basis at a rate of \$120/hour and billed monthly against the lump sum, not to exceed, tasks and fee schedule identified above.**

The design and plans shall not be used by the Client on another project, or for the completion of this project by others except by agreement in writing and upon payment in full of all amounts due under this Agreement. Upon that time, the Client shall be permitted to retain copies of drawings for information and reference in connection with the Client's use and occupancy of the project. Site Design Studio shall not be responsible for changes made to the Documents by anyone other than Site Design Studio or for the Client's use of the Documents without the participation of Site Design Studio as provided in this Agreement.

If this information meets your approval, please sign and return a copy for our records. When accepted, this proposal will serve as a mutual commitment between Site Design Studio, PLLC and Yancey County for the above outlined services and fees.

We appreciate the opportunity to do business with you and look forward to working with you on this project.

By: Julie J. Klond 5/30/19
Site Design Studio, PLLC Date

APPROVED BY CLIENT:
By: [Signature] 5/30/19
Yancey County Manager Date



May 8, 2019

Yancey County
110 Town Square, Room 11
Burnsville, NC 28714
Attn: Lynn Austin, Manager

RE: WR Project # 06180066.00
Contract Amendment 1 to Engineering Services Agreement
East Yancey Sewer System Improvements

Dear Lynn:

WithersRavenel is pleased to provide this amendment associated with our current Agreement for Engineering Services to Yancey County, dated November 26, 2018, for the East Yancey Sewer System Improvements Project. If you have any questions or concerns about the agreement, please do not hesitate to call me at the number listed below.

If you have any questions or concerns about the proposal, please do not hesitate to call me.

Sincerely,

WithersRavenel

Randall D. Hintz, P.E.
Senior Project Manager - Utilities

84 Coxe Avenue, Suite 260 | Asheville, NC 28801
Office: 828.255.0313 | Mobile: 828.707.8388

Attachments:

Amendment to Agreement for Professional Services



Yancey County
East Yancey Sewer System Improvements
Contract Amendment 1 to Agreement for Professional Services

A. PROJECT DESCRIPTION

Yancey County (CLIENT) has contracted with WithersRavenel, Inc. (CONSULTANT) for professional engineering services for the completion of sewer system improvements known as the East Yancey Sewer System Improvements (PROJECT). This project has been fully designed and permitted by others, with a majority of the improvements already constructed. The contracted scope of work associated with original AGREEMENT includes bidding phase services and construction administration for the balance of the unconstructed portions of the designed and permitted project. The Standard Terms and Conditions of the base AGREEMENT shall apply to this amendment. This amendment associated with the PROJECT includes efforts to renew permitting which has expired and includes the following:

B. SCOPE OF SERVICES

Task 1 – Permitting Assistance

- A. CONSULTANT will provide the following services related to this task:
- ▶ Review existing US Army Corps of Engineers (USACE) permitting associated with this PROJECT.
 - ▶ Consult with USACE staff and other regulatory agencies as necessary regarding the renewal of the Section 404 permit authorized under Nationwide Permit Number 12 for the completion of this PROJECT.
 - ▶ Conduct site visits and perform other associated tasks to address the comments and questions of the USACE staff, the US Fish and Wildlife Service, and other associated regulatory agencies in processing this permit renewal.

C. ADDITIONAL SERVICES

Services that are not included in Section B or are specifically excluded from the AGREEMENT shall be considered Additional Services. The CONSULTANT will furnish or obtain from others Additional Services if requested in writing by the CLIENT and accepted by the CONSULTANT. Additional Services shall be paid the CLIENT in accordance with the Fee & Expense Schedule outlined in Exhibit II of the AGREEMENT.

- ▶ Surveying services
- ▶ Environmental services
- ▶ Final design services
- ▶ NCDOT Permitting
- ▶ Construction Staking
- ▶ Boundary Surveying, Property Plats, Easement Documents
- ▶ Construction Surveying
- ▶ Material Testing
- ▶ Geotechnical Analysis

D. CLIENT RESPONSIBILITIES

During the performance of the CONSULTANT's services under the AGREEMENT, the CLIENT will:

- ▶ Provide any information needed to complete the PROJECT not specifically addressed in the Scope of Services.
- ▶ Provide all available information pertinent to the PROJECT, including any GIS information, reports, maps, drawings, and any other data relative to the PROJECT.
- ▶ Examine all proposals, reports, sketches, estimates and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the CONSULTANT.
- ▶ Give prompt written notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the PROJECT.
- ▶ Handle matters requiring an attorney at law.

Any changes to the alternatives or PROJECT requirements after CONSULTANT has begun work may require additional fees.

E. COMPENSATION FOR SERVICES

A. Hourly Fee

CONSULTANT proposes to provide the Scope of Services previously outlined as Task 1 on an Hourly basis as directed by CLIENT with an estimated budget as described in the table below plus expenses. Compensation shall not exceed the total estimated compensation amount unless approved in writing by CLIENT.

Tasks Number	Task Name	*Hourly Fee Budget
Task 1*	Permitting Assistance	\$8,000
Total		\$8,000
*This task is presented as an hourly fee with a budget due to the difficulty in estimating the effort required to adequately complete the task.		

1. CLIENT shall pay CONSULTANT for Basic Services by an amount equal to the cumulative hours charged to this task by each class of CONSULTANT's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the PROJECT, plus Reimbursable Expenses and CONSULTANT's charges, if any.
2. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or CONSULTANT's Consultants' charges.
3. CONSULTANT's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to CONSULTANT under the AGREEMENT.
4. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to CONSULTANT that the total compensation amount thus estimated



will be exceeded, CONSULTANT shall give CLIENT written notice thereof, allowing CLIENT to consider its options, including suspension or termination of CONSULTANT's services for CLIENT's convenience. Upon notice, CLIENT and CONSULTANT promptly shall review the matter of services remaining to be performed and compensation for such services. CLIENT shall either exercise its right to suspend or terminate CONSULTANT's services for CLIENT's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by CONSULTANT, so that total compensation for such services will not exceed said estimated amount when such services are completed. If CLIENT decides not to suspend the CONSULTANT's services during the negotiations and CONSULTANT exceeds the estimated amount before CLIENT and CONSULTANT have agreed to an increase in the compensation due CONSULTANT or a reduction in the remaining services, then CONSULTANT shall be paid for all services rendered hereunder.

B. Expenses

Expenses associated with Task 1 of this contract amendment shall be considered reimbursable and include, but are not limited to the following:

Expense Name	Estimated Expense Budget
Prints	\$150
Mileage	\$200
Shipping/Delivery	\$50
Total	\$400

C. Fee Summary

Fee Type	Estimated Fee/Budget
Hourly Budget (As Requested)	\$8,000
Reimbursable Expenses Budget (As Requested)	\$400
Total	\$8,400

F. TIMELINE FOR SERVICES

CONSULTANT will begin services immediately upon receipt of signed contract.



G. ACCEPTANCE

Receipt of an executed copy of this AGREEMENT will serve as the written agreement between CONSULTANT and CLIENT for the services outlined.

Submitted by CONSULTANT:

WithersRavenel, Inc.
115 MacKenan Drive
Cary, NC 27511



Authorized Signature

Jeffrey J. Wing, PE, LEED AP

Printed Name

Vice President, Director - Utilities

Title

jwing@withersravenel.com

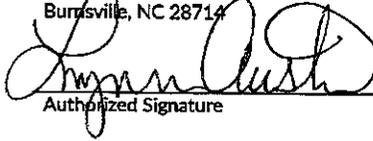
Email Address

919.469.3340

Phone

Accepted by CLIENT:

Yancey County
110 Town Square, Room 11
Burnsville, NC 28714



Authorized Signature

Lynn Austin

Printed Name

County Manager

Title

lynn.austin@yanceycountync.gov

Email Address

828.682.3971

Phone

PREAUDIT STATEMENT: This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (NC G.S. 159-28(a)).

Signature of Finance Officer:



Printed Name:

Brandi Burleson

Date:

5-21-19

Exhibit II – Fee & Expense Schedule (Effective January 1, 2019)



EXHIBIT II
Fee & Expense Schedule

Description Engineering / Planning	Rate
Principal	\$ 200
Senior Technical Consultant	\$ 185
Senior Project Manager	\$ 170
Project Manager	\$ 155
Assistant Project Manager	\$ 135
Project Coordinator	\$ 95
Senior Staff Professional	\$ 155
Staff Professional IV	\$ 130
Staff Professional III	\$ 120
Staff Professional II	\$ 110
Staff Professional I	\$ 95
Senior Designer	\$ 135
Designer II	\$ 115
Designer I	\$ 105
Senior CAD Technician	\$ 110
CAD Technician II	\$ 95
CAD Technician I	\$ 85
Senior Land Planner	\$ 120
Land Planner II	\$ 110
Land Planner I	\$ 100
Planning Technician	\$ 90
Senior Construction Manager	\$ 150
Construction Manager II	\$ 130
Construction Manager I	\$ 120
Senior Resident Project Representative	\$ 110
Resident Project Representative II	\$ 100
Resident Project Representative I	\$ 95
Expenses	
Bond Prints (Per Sheet)	\$1.75
Mylar Prints (Per Sheet)	\$11.00
Mileage Per IRS	
Delivery - Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprint / Permits (Markup)	1.15

Description Geomatics	Rate
Principal	\$ 195
Senior Technical Consultant	\$ 180
Geomatics Senior Manager	\$ 170
Geomatics Project Manager II (SR PM)	\$ 140
Geomatics Project Manager I	\$ 130
Geomatics Project Professional II	\$ 135
Geomatics Project Professional I	\$ 120
Geomatics CAD III	\$ 105
Geomatics CAD II	\$ 90
Geomatics CAD I	\$ 70
Geomatics GIS Specialist	\$ 115
Geomatics GIS Tech III	\$ 100
Geomatics GIS Tech II	\$ 85
Geomatics GIS Tech I	\$ 70
Geomatics Remote Sensing Crew (2 Man)	\$ 250
Geomatics Remote Sensing Crew (1 Man)	\$ 175
Geomatics Survey Crew III (3 Man)	\$ 195
Geomatics Survey Crew II (2 Man)	\$ 155
Geomatics Survey Crew I (1 Man)	\$ 130
Geomatics Survey Tech IV	\$ 100
Geomatics Survey Tech III	\$ 90
Geomatics Survey Tech II	\$ 65
Geomatics Survey Tech I	\$ 40
Administrative	
Office Administrator III	\$ 95
Office Administrator II	\$ 90
Office Administrator I	\$ 85
Administrative Assistant III	\$ 80
Administrative Assistant II	\$ 70
Administrative Assistant I	\$ 65

Description Environmental / Geology	Rate
Principal	\$ 195
Senior Technical Consultant	\$ 180
Environmental Project Professional V	\$ 165
Environmental Project Professional IV	\$ 150
Environmental Project Professional III	\$ 135
Environmental Project Professional II	\$ 125
Environmental Project Professional I	\$ 115
Environmental Staff Professional III	\$ 110
Environmental Staff Professional II	\$ 100
Environmental Staff Professional I	\$ 90
Environmental Technician II	\$ 85
Environmental Technician I	\$ 70
Senior Biologist/Wetlands Scientist	\$ 140
Biologist/Wetlands Scientist III	\$ 120
Biologist/Wetlands Scientist II	\$ 110
Biologist/Wetlands Scientist I	\$ 100
Senior Hydrogeologist	\$ 160
Project Geologist II (Sr. Proj. Geologist)	\$ 135
Project Geologist I	\$ 115
Staff Geologist II	\$ 105
Staff Geologist I	\$ 95
WR-Martin Consulting	
WR Martin Principal Consultant	\$ 160
WR Martin Senior Project Manager II	\$ 130
WR Martin Senior Project Manager	\$ 125
WR Martin Project Manager II	\$ 110
WR Martin Project Manager	\$ 100
WR Martin Project Consultant II	\$ 95
WR Martin Project Consultant I	\$ 85

Effective January 1, 2019 - Schedule is subject to change

COUNTY MANAGER
Lynn Austin



COMMISSIONERS
Jill Austin
David Grindstaff
Mark Ledford
Johnny Riddle
Jeff Whitson

YANCEY COUNTY

110 Town Square, Room 11 • Burnsville, North Carolina 28714
PHONE: (828) 682-3971 • FAX: (828) 682-4301

4/9/19

Ray McIntyre
Manager, NCDOT STIP Unit
1534 Mail Service Center
Raleigh, NC 27699-1534

RE: Letter of Support for P5.0 Project TA-6723 in Draft 2020-2029 STIP

Dear Mr. McIntyre,

The High Country Rural Planning Organization submitted a transit facility project (TA-6723) in Yancey County for scoring and ranking in NCDOT's strategic prioritization process, developed in accordance with Transportation Investments (STI) law. The Yancey County transit facility project was submitted and scored in P5.0 with a local match as listed below. Yancey County understands that a local match of 10% is required for STI funded Public Transportation projects.

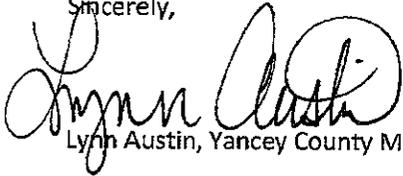
SPOT ID	STIP #	Project Name	County	MPO/RPO(s)	Division #
T170739	TA-6723	Yancey County Transit Facility	Yancey	High Country RPO	13

SPOT ID	STIP #	Fiscal Year (ROW or CON)	\$ Amount of Match/Contribution	Source of Match/Contribution	Total Project Cost in Draft STIP	Required Match (Yes/No)
A170739	TA-6723	2021	75,000	Yancey County	750,000	Yes

Yancey County understands it will be required to provide the amount of non-federal local match as listed above. This letter confirms this understanding and support.

I appreciate your consideration of this letter of support for the Yancey County transit facility project. If I can provide additional information in support of the project, please feel free to contact me at lynn.austin@yanceycountync.gov or by phone at (828) 682-3971.

Sincerely,

A handwritten signature in black ink, appearing to read "Lynn Austin". The signature is fluid and cursive, with a large initial "L" and "A".

Lynn Austin, Yancey County Manager

RESOLUTIONS OF YANCEY COUNTY AND THE TOWN OF BURNSVILLE REGARDING DESIGNATIONS OF BUILDING INSPECTORS

WHEREAS pursuant to NC Gen. Stat. §153A-253, "a county may designate an inspector...from a city to serve as a member of the county inspection department, with the approval of the governing body of the ...city"; and

WHEREAS Yancey County desires to designate John David England and Ronnie Tipton who are presently building inspectors with the Town of Burnsville to serve as members of the Yancey County Inspections Department for the purposes of doing building inspections; and

WHEREAS it is the intent of the Town of Burnsville to approve this designation; and

WHEREAS pursuant to NC Gen. Stat. §160A-413, "a city council may designate an inspector from any...county to serve as a member of its inspection department with the approval of the governing body of the...county"; and

WHEREAS the Town of Burnsville desires to designate Neil McCurry and Able Wilson who are presently building inspectors with Yancey County to serve as members of the Town of Burnsville Inspections Department for the purposes of doing building inspections; and

WHEREAS it is the intent of Yancey County to approve this designation.

NOW THEREFORE, be it **RESOLVED** by the Yancey County Board of Commissioners that Ronnie Tipton and John David England are designated as members of the Yancey County Inspections Department for the purposes of performing building inspections as permitted in NC Gen. Stat. §153A-253 and it is further **RESOLVED** that the designation by the Town of Burnsville of Neil McCurry and Able Wilson as members of the Town of Burnsville Inspections Department for purposes of performing building inspections as permitted in NC Gen. Stat. §160A-413 is hereby approved; and

IT IS RESOLVED by the Town Council of the Town of Burnsville that Neil McCurry and Able Wilson are designated as members of the Town of Burnsville Inspections Department for purposes of performing building inspections as permitted in NC Gen. Stat. §160A-413 and it is further resolved that the designation by Yancey County of John David England and Ronnie Tipton as members of the Yancey County Inspection Department for purposes of performing building inspections as permitted by NC Gen. Stat. §153A-253 is hereby approved.

Resolved this the 2nd day of May, 2019.

TOWN OF BURNSVILLE
BY: Theresa Colletta

YANCEY COUNTY
BY: John Tipton

YANCEY COUNTY ADDRESSING AND ROAD NAMING
ORDINANCE

The Board of Commissioners for Yancey County does adopt and ordain an ordinance to be known and referred to as the "Yancey County Addressing and Road Naming Ordinance" as follows

Index

Section One - Addressing

- 1.01 Authority
- 1.02 Jurisdiction
- 1.03 Purpose
- 1.04 Duties of the Addressing Coordinator
- 1.05 Definitions
- 1.06 New address assignment
- 1.07 Display of address number
- 1.08 Enforcement
- 1.09 Legal provisions
- 1.10 Public hearing required

Section Two - Road Naming

- 2.20 Authority
- 2.21 Jurisdiction
- 2.22 Purpose
- 2.23 Duties of the Addressing Coordinator
- 2.24 Definitions
- 2.25 Road naming procedures for Private and Public Roads
- 2.26 Notice of action for all roads
- 2.27 Mobile home parks, condominiums, planned unit developments, apartments, public housing developments, and travel trailer parks
- 2.28 Prohibited road names
- 2.29 Road signs
- 2.30 Noncompliant Signs
- 2.31 Amendments
- 2.32 Public Hearing
- 2.99 Penalty

recorded in Commissioners Ordinances Book 1,
pgs. 581-590

ADDRESSING

SECTION ONE-- Addressing. This section and the subsections herein under provide for the assignment of addresses within the entire jurisdiction of Yancey County, inclusive of all municipalities.

1.01 AUTHORITY

This section is adopted under the authority and provisions of G.S. §§ 153A-45, 153A-47, 153A-121, 153A-238, and 153A-239.1, and any applicable local modifications thereto.

1.02 JURISDICTION

This section shall apply to all buildings within the county, which are located outside any incorporated municipality. Municipalities within the county may elect to allow this subchapter to be effective within their corporate limits and upon such election, this section shall be effective within the corporate limits of that municipality.

1.03 PURPOSE

The purpose of this section is to provide a comprehensive and uniform system of permanent road addresses for all buildings throughout the county in order to facilitate provision of adequate public safety and emergency response services. It is further designed to benefit the United States Postal Service, local business owners, and individual citizens by minimizing difficulty in locating buildings. The numerical street addresses are assigned according to the distance a structure is located along a certain road by using NENA (National Emergency Number Association) standards as our addressing format. Even numbers are on the right side of the road and odd numbers are on the left side of the road as distance increases in sequential order as the road continues.

1.04 DUTIES OF THE ADDRESSING COORDINATOR

ADDRESSING COORDINATOR. The official of the county charged with the administration of this section, including any authorized agent(s) or delegate(s).

Under the authority here in, the County's Addressing and Mapping Department, hereafter referred to as the Addressing Coordinator, shall, be responsible for assigning all numbers for buildings as well as compiling a database of addresses of each building. It shall also recommend change of existing addresses when necessary to meet specifications established by this subchapter. When each building has been assigned its respective address, the Addressing Coordinator, in cooperation with the United States Postal Service, shall notify the owners, occupants, or person in charge of the affected building, by letter, advising of the new address.

1.05 DEFINITIONS

For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BUILDING. All buildings or structures approved by the Addressing Coordinator, Building Inspection and/or Health Department as a safe and viable human livable structure. Any structure having a roof supported by columns or walls and intended for housing, or enclosure of persons. When separated by division walls from the ground up without openings or when approved by the Addressing Coordinator to prevent confusion, each portion of the building may be deemed a separate building. For the purpose of this subchapter, BUILDING may also include other manmade structures.

DRIVEWAY. Begins at the property line of a public road, private road, easement, or private right of way, and feeds to a building. A DRIVEWAY only serves a single building, use, or structure.

PRIVATE ROAD. A road that is not a driveway and is not maintained by the State Department of Transportation which is not intended to become a public road but which shall be used for access to a particular site, group development, or business.

PUBLIC ROAD. Any road, street, highway, thoroughfare, or other way of passage that has been irrevocably dedicated to the public, or in regard to whether it is open for travel. This definition shall include any road located on a public right of way which either had been accepted for maintenance by the state or which has been dedicated for public travel by recording of a plat of a subdivision with the County Register of Deeds Office.

ROADWAY. Any road, street, drive, land, cart way, tramway, easement, right of way, access area, thoroughfare, highway, boulevard, or any other corridor used for, or having the potential use as, a means of conveyance by a motor vehicle.

ROAD ADDRESS. The combination of numbers and road names assigned by the county which uniquely identifies a particular building.

1.06 NEW ADDRESS ASSIGNMENT

The owner, occupant, or person in charge of any building in need of an address in any area of the county subject to this section shall apply to the Addressing Coordinator. Addresses shall be assigned using 1,000 numbers per road mile. Even numbers shall be on the right side and odd numbers on the left side as numbers increase. Address numbers shall not contain more than five digits and spacing assignment shall be based upon a geographic distance system significant to three decimal places per mile. Direction of flow of traffic shall be assigned and numbered with the Burnsville Town Square or the direction of travel from the nearest emergency response as a point of origin.

- (A) Address Permits are valid for only (1) one-year from time of issued date. Past the (1) year issue date the address permit will be invalid. If past the (1) one year limit the owner/builder must reapply for a new address permit at the Addressing and Mapping Department

1.07 DISPLAY OF ADDRESS NUMBERS

- (A) The following criteria shall be used to properly display the number:

- (1) The official address number must be displayed on the front of a building or at the entrance to a building which is most clearly visible from the road during both day and night.

- (2) If a building is more than 75 feet from any road or is not visible from the road, the address number shall be displayed at the end of the driveway or easement nearest the road which provides access to the building. The number shall be attached to a fence, gate, mailbox, or the like adjacent to the road right of way.

- (3) Numerals indicating the address number of a single-family dwelling shall be at least four inches in height and shall be placed on the front of the building facing the road or on the end of the building nearest the road. Individual units shall be required to display unit numbers at least four inches in height on the front door or immediately adjacent to the door.

- (4) Numerals for multiple dwelling units and non-residential buildings shall be at least six inches in height and shall be placed on the front of the building facing the road or on the end of the building nearest the road. Individual units shall be required to display unit numbers at least four inches in height on the front door or immediately adjacent to the door.

- (5) Numerals must be of contrasting color to the background and shall be plain block numeric numbers, not alpha print. It is recommended that the numbers be reflective to ensure better visibility at night.

- (6) Mobile home shall have sequential address numbers throughout the park. Each Mobile Home shall have a separate address number assigned. The address number of each Mobile Home must be clearly displayed by being attached to the mobile home or on the electric utility box consistent with § 1.07(A)(1) above. When the Mobile Home is owned by the occupant, the owner/occupant is responsible for the posting and maintenance of the address number. When the Mobile

Home is leased or rented, the landlord shall be responsible for the posting and maintenance of the address number, in accordance with this section.

(7) The address shall be placed on existing buildings within 30 days from the date of the mailing of the letter of notification required under § 1.04.

(B) The Addressing Coordinator shall have the authority to authorize and approve by letter, alternate methods of displaying address numbers which meet the intent of § 1.07 when strict adherence to these standards cannot reasonably be met.

1.08 ENFORCEMENT

(A) Owners or occupants of buildings already constructed which do not comply with this subchapter shall be notified and instructed to meet the requirements of this subchapter within 60 days from the date of mailing of the notification. A warning notice shall be issued by registered or certified mail after the 60 days if the requirements have not been met. If the owner or occupant does not comply voluntarily with this subchapter within 30 days of receiving delivery of a warning notice by registered or certified mail or by hand delivery, enforcement action pursuant to G.S. § 153A-123 may be initiated.

(B) Final approval for a certificate of occupancy of any principal building erected or repaired after the effective date of this subchapter shall be withheld until a permanent and proper address has been displayed in accordance with the requirements outlined in this subchapter.

(C) No certificate of completion will be issued for mobile home parks until address numbers are properly displayed for each Mobile Home within the park.

1.09 LEGAL PROVISIONS

A) This section may be amended by the County Board of Commissioners.

(B) Insofar as the provisions are inconsistent with the provisions of any other law except a provision of state or federal law, the provisions of this section shall control.

(C) Where notice is required pursuant to this subchapter, the county shall be deemed to have complied with its duties of notification by depositing such notice in the United States Postal Service office for such property owner, postage prepaid, addressed to the last known address reasonably available to the county.

1.10 PUBLIC HEARING REQUIRED

A copy of the Notice for the Public Hearing required by G.S. § 153A-239.1 is annexed to this Ordinance as "Exhibit A." Any amendment requiring a public hearing shall include a copy of the Notice of Public Hearing required by law.

ROAD NAMING

SECTION TWO - Road Naming. This section and the subsections herein under provide for the naming of roads within Yancey County.

2.20 AUTHORITY

This section is adopted under the authority and provisions of G.S. §§ 153A-45, 153A-47, 153A-121, 153A-238, and 153A-239.1, and any applicable local modifications thereto.

2.21 JURISDICTION

This section shall apply to all buildings within the county, which are located outside any incorporated municipality. Municipalities within the county may elect to allow this subchapter to be effective within their corporate limits and upon such election, this section shall be effective within the corporate limits of that municipality. No building permit or septic permits shall be issued by the town/county/health district for any principal building until the owner, occupant, or person in charge has obtained an official street address from the County Addressing Office.

Power shall not be released until the owner, occupant, or person in charge of any house, building, or mobile home where power has been disconnected or to any new home, building, or mobile home, until the new residents have obtained an official street Address Notification to said structure through the County Addressing Office.

2.22 PURPOSE

The purpose of this section is to eliminate duplicate or phonetically similar road names, and to provide for the uniform making of roads in order to assist with the provision of public safety and emergency response services. It is further designed to establish an official map and listing of all roads in the county, and to establish the procedure by which a road may be named or by which an existing name may be changed.

2.23 DUTIES OF THE ADDRESSING COORDINATOR

ADDRESSING COORDINATOR. The official of the county charged with the administration of this section, including any authorized agent(s) or delegate(s).

Under the authority set forth in § 2.20, Addressing Coordinator, shall develop and maintain a list of all road names in the county as well as Official County Map Booklet exhibiting the approved names and location of all roads in the county. It shall also serve as a clearinghouse for all information regarding the names and location of roadways in the county.

2.24 DEFINITIONS

For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BUILDING. All buildings or structures approved by the Addressing Coordinator, Building Inspection and/or Health Department as a safe and viable human livable structure. Any structure having a roof supported by columns or walls and intended for housing, or enclosure of persons. When separated by division walls from the ground up without openings or when approved by the Addressing Coordinator to prevent confusion, each portion of the building may be deemed a separate building. For the purpose of this subchapter, building may also include other manmade structures.

DRIVEWAY. Begins at the property line of a public road, private road, easement, or private right of way, and feeds to a building, use or structure. A Driveway only serves a single building, use, or structure.

PRIVATE ROAD. A road that is not a driveway and is not maintained by the State Department of Transportation which is not intended to become a public road but which shall be used for access to a particular site, group development, or business.

PUBLIC ROAD. Any road, street, highway, thoroughfare, or other way of passage that has been irrevocably dedicated to the public, or in regard to whether it is open for travel. This definition shall include any road located on a public right of way which either had been accepted for maintenance by the state or which has been dedicated for public travel by recording of a plat of a subdivision with the County Register of Deeds Office.

ROADWAY. Any road, street, drive, land, cart way, tramway, easement, right of way, access area, thoroughfare, highway, boulevard, or any other corridor used for, or having the potential use as, a means of conveyance by a motor vehicle.

STATE ROAD NUMBER. A number assigned by the State Department of Transportation, also known as the SR number for secondary state maintained roads.

SUBDIVISION. All divisions of a tract or parcel of land into two or more, building sites or other divisions for the purpose of sale or building development (whether immediate or future) and includes all divisions of land involving the dedication of a new road or a change in existing roads.

SUFFIX. Every road name shall end with a suffix as adopted and approved by the United States Postal Service in its list of "Addressing Standardization Abbreviations" published in Postal Service Publication No. 28, Appendix V, incorporated herein by reference, as amended from time to time.

PREFIXES and SUFFIXES.

Directional prefixes and suffixes will be used only when necessary. If used, cardinal (North, South, East & West) directions will only be used as prefixes and ordinal (Northwest, Northeast, Southwest, & Southeast) directions will only be used as suffixes, in accordance to established baselines as outlined. The use of both a prefix and suffix for addresses and road names will not be permitted

2.25 ROAD NAMING PROCEDURES FOR PRIVATE ROADS AND PUBLIC ROADS

(A) In the event that there are private roads which have no name on file with Addressing Coordinator, that department shall first determine if at least 80% of lands owners adjacent to the road are in agreement as to a particular name. In the event of such agreement and upon the recommendation of the Addressing Coordinator, the County Board of Commissioners shall have the option of declaring the newly selected name to be the official road name and it shall be placed on file in accordance with § 2.23 above.

(B) In the event that there are private roads which have no name on file with Addressing Coordinator, and in the even that an agreement has not been reached by at least 80% of adjacent land owners as to a particular name, that department shall make a name recommendation to the County Board of Commissioners which shall thereupon hold a public hearing, upon at least ten days prior notice published once in a newspaper of general circulation in the county setting forth the time, place, and subject matter of the public hearing. In addition, the Board of Commissioners shall cause the notice to be posted at the County Courthouse and in at least two public places in the township in which the road is located.

(C) **CAMPERS/RV's/MOTORHOMES.** Are Not eligible for the road naming process. It will be up to the discretion of the Addressing Coordinator for the final decision of this process.

2.26 NOTICE OF ACTION FOR ALL ROADS

(A) A road name shall be assigned to any public or private road, or roadway which provides access to three or more residences, businesses, industries, or combination thereof, regardless of the length of the road, as to the terms of Section One 1.05 Definitions Building.

(B) The Addressing Coordinator is authorized to determine the need for road names and name changes and to recommend such additions or changes to the County Commissioners for both private and public roads within any area of the county subject to this ordinance.

(C) Once named, the Yancey County Board of Commissioners may by resolution consider an exception, and citizens may request the Board of Commissioners to change the name of a road as described in this section. Property owners who want to have the name of a road changed must submit a petition in the form to be provided by the Addressing Coordinator, and returned to the Addressing Coordinator for verification. The Addressing Coordinator will make recommendations to the County Board of Commissioners in response to the petition after the following criteria have been met:

(1) A \$500.00 fee for each road, to cover legal advertising, shall accompany any petition requesting that an existing road name be changed.

(2) The petitions should include the existing road name, the proposed new road name, signatures and contact information of at least 80% of those persons owning property adjacent to the road. Signatures will consist of one signature per

property owner, if the property or property's are in two or more persons names only one signature will be counted in regards to the 80% agreement to change the name of a road.

(3) The Addressing Coordinator shall cause the request to be advertised as required by law.

(4) In the event the Addressing Coordinator and the Board of County Commissioners approve the request, The petitioners shall be required, prior to installation, to pay the county fee for the cost of purchasing new signs and erect them.

(D) After naming or renaming a road the Addressing Office shall cause notice of it's action to be given to the Postmaster(s) with jurisdiction over the road, to the State Department of Transportation (in the case of public roads), to any city within five miles of the road, and to the following agencies: Addressing and Mapping Department, Fire Department(s) responsible for providing service to the road.

2.27 MOBILE HOME PARKS, CONDOMINIUMS, PLANNED UNIT DEVELOPMENTS, APARTMENTS, PUBLIC HOUSING DEVELOPMENTS AND, TRAVEL TRAILER PARKS.

(A) Where county records are incomplete, the owners of existing mobile home parks, condominiums, planned unit developments, apartments, public housing developments and, travel trailer parks shall, upon request of the Addressing and Mapping Department, submit a legible and accurate map of their development, including but not limited to the location, name, and width of each roadway. Each building within the development must also be identified.

(B) If street names are being requested for a Development/Subdivision, the applicant must submit a digital or a legible full sized printed plan (minimum 18"x24") for the development. If the development/subdivision is a multiphase development/subdivision a copy of the master plan will be required as well. Addresses will not be given until the subdivision plat is approved by the Addressing and Mapping Department.

(C) Developers that are supplying their own road signs, are responsible for the cost of material and installation of the new 911 street signs. All 911 street signs and installations will follow the Yancey County Addressing and Road Naming Ordinance and the North Carolina of Department of Transportation Guidelines.

2.28 PROHIBITED ROAD NAMES

The Addressing Coordinator may disapprove newly proposed street names which fall under the following categories:

The following standards will be used in consideration of new or proposed road names. All current roads that would otherwise not meet these standards will be granted exceptions and maintain those names until changes, if considered, can be made to conform to this Ordinance. In addition to those outlined in the Yancey County Addressing and Road Naming Ordinance, the standards used are as follows:

1. Names of new roads or proposed changes must not duplicate, in wording, in sound or pronunciation, any existing road within Yancey County regardless of distance between occurrences or in address ranges/block numbers. For communities that cross county boundaries the road names should not duplicate any other road name within the incorporated boundaries of that municipality or the same zip code community name even if it crosses into another adjoining county.
2. Road names may not contain abbreviations of words, names or initials.
3. Numerical references are prohibited, such as Fifth, Ten (This wording is to replace rule B that is below)
4. Single alphabetical characters are prohibited.
6. Road names must be easy to pronounce and easily recognizable in emergency situations.
7. Special characters will not be permitted; periods, dashes, apostrophes, hyphens, etc.
8. Personal names are prohibited.
9. Names that may be offensive (slang, words with double-meanings) will not be allowed.
10. Road names will be continuous throughout its entire length, when feasible.
11. Names which have homonyms (i.e., other words pronounced similarly but spelled differently) should not be used on any street and certainly not on multiple streets even if the street type is different (e.g., Steven Lane / Stephen Lane; Disk Drive / Disc Lane).

12. Road names that are duplicate or deceptively similar to that name of any other public or private road in the county including phonetic similarity. This shall include road names that have a different suffix.
13. Road names that are similar to the name of an existing subdivision unless the road lies within that same subdivision.
14. Road names that are not approved by the area Post Offices.

2.29 ROAD SIGNS

(A) All public roadways in any part of the county subject to this Ordinance shall be identified by a sign meeting the current State Department of Transportation sign specifications. These road signs shall be placed at intersections and shall identify intersecting roads.

(B) All private roadways in any part of the county subject to this Ordinance shall be identified by a sign showing the official name. These signs shall be placed at intersections and shall meet the current State Department of Transportation sign specifications, unless the County Board of Commissioners gives their written consent.

(C) Maximum length size for 911 addressing road signs for Yancey County shall be no greater than 54" (inches) for fairness and consistency.

(D) No private or public signs or materials may be attached in any way to any 911 street sign or post in Yancey County except for Community Watch signs that follow County guidelines and are attached only to the sign post and do not block or hinder viewing of the 911 street sign.

(E) Addressing Coordinator having the authority to remove limbs, vines, ect. around or near 911 road signs that prevent the visual site or complete reading of the road name sign.

2.30 NONCOMPLIANT SIGNS

(A) No public or private signs in similarity to the 911 Street signs shall be allowed within the boundaries of Yancey County.

(B) The Addressing Department continues to identify and seek the removal of noncompliant or illegal road signage. The Addressing and Road Naming Ordinance requires county residents to remove personal signs that resembled official, county-approved signs. These noncompliant road signs cause confusion to emergency services personnel and other citizens when attempting to locate a particular address.

2.31 AMENDMENTS

This section may be amended further by the County Board of Commissioners.

2.32 PUBLIC HEARING REQUIRED

A copy of the Notice for the Public Hearing required by G.S. 153A-239.1 is annexed to this Ordinance as "Exhibit A". Any amendment requiring a public hearing shall include a copy of the Notice of Public Hearing required by law.

2.99 PENALTY

(A) Any violation of any portion of this section may be subject to civil remedies as set forth in G.S. 153A-123. Nothing herein contained shall prevent the county from taking such other lawful action as is necessary to prevent or remedy any violation.

(B) Any person who shall violate any provision of 2.20 through 2.30 or destroy, mar, remove, or deface any street sign shall be charged with Class 3 misdemeanor and upon civil conviction be subject to punishment as provided by G.S 14-4(a) as amended from time to time. Nothing herein contained shall prevent the county from taking such other lawful action as is necessary to prevent or remedy any violation. Any violation of 2.20 through 2.30 may be subject to civil remedies as set forth in G.S. 153A-123...

Adopted by Ordinance of the Yancey County Board of Commissioners following a public hearing on 10, June 2019.



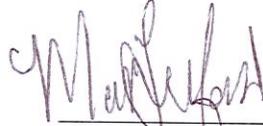
Jeff Whitson, Chairman



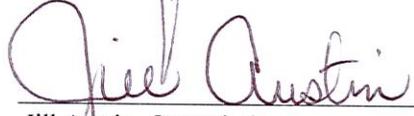
Johnny Riddle, Commissioner



David Grindstaff, Commissioner

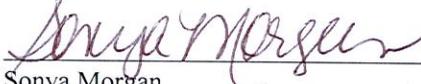


Mark Ledford, Vice Chairman



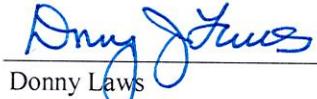
Jill Austin, Commissioner

Attest:



Sonya Morgan
Clerk to the Board of Commissioners

Approved as to Form:



Donny Laws
County Attorney



AFFIDAVIT OF PUBLICATION

Clipping of Advertisement

LEGAL NOTICE

State of North Carolina
County of Yancey

Notice of public hearing to amend the Yancey County addressing and road naming ordinance

Please take notice that Yancey County will conduct a public hearing pursuant to NC Gen. Stat. 153A-239.1 to consider amending the Yancey County Addressing and Road Naming Ordinance. The public hearing will take place in the Courtroom of the Yancey County Courthouse located in Burnsville, NC at 6:00 p.m. on the 10th day of June 2019.

This the 13th day of May, 2019.

Lynn Austin
Yancey County Manager
Published May 29, 2019

NORTH CAROLINA
YANCEY COUNTY

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified, and authorized by law to administer oaths, personally appeared

Anna Webb

who being first duly sworn, deposes and says: that

he (she) is Business Manager

(Owner, partner, publisher, or other office or employee authorized to make this affidavit)

of The Yancey Common Times Journal (The Yancey Journal Inc.) published, issued, and entered as second class mail in the Town of Burnsville in said County and State; that he (she) is authorized to make this affidavit and sworn statement; that the notice or other advertisement, a true copy of which is attached hereto, was published in The Yancey Common Times Journal (The Yancey Journal Inc.) on the following dates:

May 29, 2019

and that the said newspaper in which such notice, paper, document, or advertisement was published was, at the time of each and every such publication, a newspaper meeting all of the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

This 30 day of May, 2019

Anna Webb
(Signature of person making affidavit)

Sworn to and subscribed before me, this 30th
day of May, 2019

[Signature]
Notary Public

My Commission expires: May 1, 2020



Yancey County Schools

OUR VISION - EXCELLENCE 100 School Circle P.O. Box 190 Burnsville, NC 28714 Ph: (828)682-6101 Fax (828)682-7110

June 4, 2019

Lynn Austin, Manager
Yancey County Government
110 Town Square, Room # 11
Burnsville, NC 28714

Mrs. Austin --

At its regular meeting on June 3, 2019, the Yancey County Board of Education approved a Resolution declaring the property known as the "Bald Creek PreK Building", located at 57 Pleasant Valley Road, Burnsville, as surplus property.

In accordance with NCGS 115C-518, this letter is to officially offer this property back to the Yancey County Commissioners prior to our board pursuing options for this building and property.

Please feel free to contact me with any questions. I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Heather Cox', is written over a horizontal line.

Heather Cox, Interim Superintendent
Yancey County Schools

CONTRACT FOR DRUG TREATMENT COORDINATION SERVICES

ENTERED INTO THIS THE ____ DAY OF JULY, 2019

THIS CONTRACT is made and entered into by and between **MADISON COUNTY, MITCHELL COUNTY and YANCEY COUNTY (hereinafter "COUNTY")** and **MEDIATION & RESTORATIVE JUSTICE CENTER, INC., (hereinafter "CONTRACTOR")** thus;

WITNESSETH:

THAT WHEREAS, County has entered into a Local Memorandum of Understanding wherein certain roles and responsibilities of the County has been established for the implementation of a Drug Treatment Court (hereinafter "DTC"); and

WHEREAS, the Local MOU provided for the County to enter into a Contract so as to provide for the services of a Drug Court Coordinator (hereinafter DTCC"); and

WHEREAS, the purpose of this Contract is to set forth and memorialize the Agreement between the County and the Contractor.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, given and received, the receipt of which is hereby acknowledged and the mutual benefits to inure to each party hereto, the parties to this Contract do covenant and agree as follows:

- 1) **SCOPE OF SERVICES:** The Contractor shall furnish all management and labor so as to provide a DTCC for the implementation and operation of a DTC in each of Madison, Mitchell and Yancey counties so as to include, but not be limited to, the following duties, services, guidelines and responsibilities:
 - a) Adhere to the North Carolina Drug Treatment Court Act, the Minimum and Best Practices for Drug Treatment Courts promulgated by the Administrative Office of the Courts, and the State and Local Memorandum of Understanding.
 - b) Adhere to all federal and state confidentiality laws including 42 CFR, Health Insurance Portability and Accountability Act (HIPAA) (when applicable), and other appropriate laws.
 - c) Contribute, as requested, to the development of the offender's case plan as soon as practicable after admission to DTC, and support implementation and revisions to the plan.

- d) Facilitate staffing with all partner agencies to determine treatment progress, update individual case plans, and make joint decisions concerning compliance and subsequent incentives and sanctions.
- e) Whenever possible, attend DTC conferences and training seminars if funding is available.
- f) Work in a collaborative, non-adversarial manner with DTC staff and team members, and support a consensus decision-making process based on objective information and DTC best practices.
- g) Support and help implement the following 10 Key Components of Drug Treatment Court, as adopted from *Defining Drug Courts: The Key Components* (National Association of Drug Court Professionals):
- Drug Courts integrate alcohol and other drug treatment services with justice system case processing.
 - Using a non-adversarial approach, prosecution and defense counsel promote public safety while protecting participants' due process rights.
 - Eligible participants are identified early and promptly placed in the drug court program.
 - Drug courts provide access to a continuum of alcohol, drug and other related treatment and rehabilitation services.
 - Abstinence is monitored by frequent alcohol and other drug testing.
 - A coordinated strategy governs drug treatment responses to participants' compliance.
 - Ongoing judicial interaction with each drug court participant is essential.
 - Monitoring and evaluation measure the achievement of program goals and gauge effectiveness.
 - Continuing interdisciplinary education promotes effective drug court planning, implementation, and operations.
 - Forging partnerships among drug court, public agencies and community-based organizations generates local support and enhances drug court effectiveness.
- h) Identify target population offenders for DTC and work with the district attorney's office, defense counsel, and/or Community Corrections to recommend DTC as a sanction.
- i) Facilitate the referral process for DTC.
- j) Conduct eligibility screening for DTC referrals and share results with appropriate team members.

- k) Conduct intake interviews and share appropriate releases/information with team members.
 - l) Make referrals for assessment or treatment as appropriate.
 - m) Meet with participants individually on a regular basis for supervision and case management.
 - n) Schedule team case staffing and calendar cases for court review.
 - o) Coordinate collection and compilation of a status report from all team members to use at team meetings and court reviews.
 - p) Train and supervise case management staff.
 - q) Maintain records and enter data in the DTC Management Information System or other comparable system.
 - r) Cross-train other individuals/agencies on the process of DTC.
- 2) **TERM OF CONTRACT:** The term of this Contract shall run from 1 July, 2019 through and until midnight on 30 June, 2020.
- 3) **COMPENSATION:** County shall pay to Contractor the total compensation of \$90,000.00, payable as follows: The sum of \$30,000.00 due and payable on 1 October, 2019; The sum of \$30,000.00 due and payable on 1 January, 2020 and a final payment of \$30,000.00 due and payable on 1 April, 2020.
- 4) **OFFICE SPACE:** County will provide to Contractor a private meeting/office space capable of housing case management and coordination of services in each county, in close proximity to court offices.
- 5) **INDEMNITY:** the Contractor shall indemnify and hold the County, its officers, officials, agents and employees, harmless against any and all claims, demands, causes of action or other liability, including attorney's fees, on account of bodily injuries or death or on account of property damages arising out of or relating to the work to be performed by the Contractor herein under resulting from the negligence or willful act or omission of the Contractor, its agents, employees, and assigns or sub-contractors.

- 6) **LICENSES & PERMITS:** Contractor shall pay all applicable fees and shall obtain and keep current all necessary licenses and permits required by any federal, state or local law, ordinance or regulation, in order to be properly permitted and licenses to perform the scope of services set forth herein.

- 7) **OBLIGATIONS OF CONTRACTOR:** Parties to this Agreement do further covenant and agree that additional obligations and responsibilities of the Contractor are as follows:
 - a) **Staffing:** The Contractor shall provide sufficient staff at all times to provide for the services to be rendered hereunder;
 - b) **Minimum Wage:** The Contractor must pay minimum wage as defined by the State of North Carolina or higher wages to its employees;
 - c) **Background Investigation:** Contractors, employees and agents may be subject to a background investigation and security check as is normally required for County personnel;
 - d) **Conduct and Selection of Contractor's Employees:** Contractor shall instruct all employees regarding policies and procedures for proper and professional conduct of employees consistent with accepted etiquette and dress code requirements of both courtroom and office standards. County reserves the right to monitor and review the selection and performance of the personnel to perform Contractor's duties hereunder. In the event that the County objects to the performance or conduct of said personnel, the Contractor shall take immediate steps to correct those objections to the satisfaction of the County.

- 8) **DISCONTINUANCE OF OPERATION:** Should it be necessary for County to discontinue operation of the DTC for any reason or the DTC ceases operation for any reason, either party may terminate this Agreement upon giving sixty (60) day written notice to the other party.

- 9) **INSURANCE:** Before commencing any work, the Contractor shall procure insurance in the Contractor's name and maintain all insurance policies for the duration of the Contract of the types and in the amounts listed in this Contract. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors, whether such operations by itself or anyone directly or indirectly employed by it.

10) **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The Contractor shall maintain insurance coverage as referenced above as follows:

- a) **Commercial General Liability:** The Contractor shall maintain Commercial General Liability and if necessary, Commercial Umbrella Liability, insurance with a total limit of not less than \$1,000,000.00 each occurrences for bodily injury and property damage. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or the general aggregate shall be twice the required limit.
- b) **Workers' Compensation and Employers' Liability:** The Contractor shall maintain Workers' Compensation as required by the General Statutes of the State of North Carolina and Employers' Liability Insurance. The Employer's Liability Insurance shall not be less than \$500,000.00 each accident for bodily injury by accident, \$500,000.00 each employee for bodily injury by disease, and \$500,000.00 policy limit. The insurer shall agree to waive all rights of subrogation against the County, its officers, officials, agents and employees, for losses arising from work performed by the Contractor for the County.
- c) **Miscellaneous Insurance Provisions:** The policies of insurance referenced herein above are to contain, or be endorsed to contain, the following provisions:
 - i. Any failure to comply with reporting provisions of the policies listed in this Agreement shall not affect coverage provided to the County, its officers, officials, and employees.
 - ii. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to the County delivered to the following address: 110 Town Square, Room No. 11, Yancey County Courthouse, Attn: County Manager, Burnsville, North Carolina 28714.
- d) **Acceptability of Insurers:** Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless the County has granted specific approval.
- e) **Evidence of Insurance:** The Contractor shall furnish the County with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this Agreement are deemed complete.

11) **DEFAULT & TERMINATION:** If Contractor breaches any of the term or conditions contained herein and fails to cure said breach within 30 days of County's

providing notice of default to Contractor or otherwise fails to perform the services hereunder to County's reasonable satisfaction, the county may terminate this Agreement forthwith. Upon termination, the County may terminate this Agreement upon 30 days notice written. Upon termination, County may without prejudice to any action for damages or remedy take the provision of services out of the hands of the Contractor and may enter into another Agreement for the completion of the services hereunder. The County may deduct all costs of completing the Contract from any monies due or which may be due to the Contractor. In the event that this Agreement is terminated prior to completion of services by Contractor, the Contractor shall be paid for services performed to the date of termination. In no event will the amount due the Contractor in the event of termination exceed that amount set forth in this Agreement. Nothing contained herein shall prevent the County from pursuing any other remedy which it might have against the Contractor, including claims for damages.

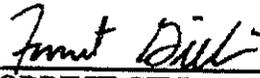
- 12) **A NON-WAIVER OF RIGHTS:** The parties hereto mutually agree that County's failure to insist upon the strict performance of any provision to this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any rights under this Agreement.
- 13) **ASSIGNMENT & SUBLETTING:** The rights and obligations of the Contractor under this Agreement nor any aspect of the services under this Agreement shall be assigned to any Subcontractor without the express written permission of the County being given in writing.
- 14) **INDEPENDENT CONTRACTOR:** The parties hereto hereby mutually covenant and agree, each with the other, that the Contractor is an independent Contractor and not an agent or employee of the County and as such the Contractor and its agents and employees shall not be entitled to any County employment benefits, such as, but not limited to vacation, sick leave, insurance, worker's compensation or pension or retirement benefits.
- 15) **NOTICES:** Any and all notices in writing and other correspondence to be exchanged between the parties shall be delivered as follows:
- To the Contractor: Mediation & Restorative Justice Center, ATTN: Marisa Cornell:
133 N. Water Street, Suite B, Boone, North Carolina 28607
- To the County at 110 Town Square, Room No. 11, Yancey County Courthouse, Attn:
County Manager, Burnsville, North Carolina 28714.
- 16) **ENTIRE UNDERSTANDING:** This Agreement constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to

the subject matter hereof. No modifications or rescission of this Agreement shall be effective unless evidenced by a signed writing.

- 17) **E-Verify Compliance:** Pursuant to Session Law 2013-418, Contractor shall fully comply with the U. S. Department of Homeland Security employee legal status E-Verify requirement for itself and all its employees or agents, if applicable. The County requires an Affidavit attesting to the Contractor's compliance. Violation of this provision, unless timely cured, shall constitute a material breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands in execution of the foregoing instrument and all of the terms therein expressed, on this the day and year first above written.

MADISON COUNTY, By:



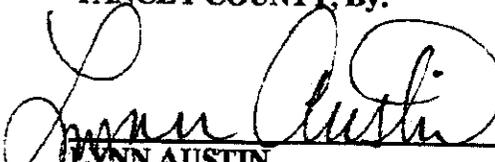
FORREST GILLIAM,
Madison County Manager

MITCHELL COUNTY, By:



KATHY YOUNG,
Mitchell County Manager

YANCEY COUNTY, By:

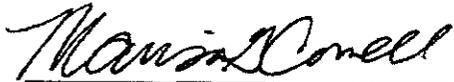


LYNN AUSTIN,
Yancey County Manager

MEDIATION & RESTORATIVE JUSTICE CENTER, INC.



By: **JOSHUA J. TEAGLE**
Chair, MRJC Board of Directors



By: **MARISA G. CORNELL, EdD**
Executive Director, MRJC

This Agreement has been pre-audited in the manner required by the NC Local Government Budget and Fiscal Control Act.



Yancey County Finance Officer

Date: _____

**RESOLUTION AUTHORIZING THE DISPOSAL OF SURPLUS
REAL PROPERTY BY PUBLIC AUCTION**

WHEREAS, Yancey County owns eleven (11) parcels of land as indicated on Attachment "A" hereto that are surplus to its needs; and

WHEREAS, North Carolina General Statute Section 160A-270 permits the County to sell real property at public auction upon approval of the Board of County Commissioners and after publication of a Notice announcing the auction;

NOW, THEREFORE, BE IT RESOLVED by the Yancey County Board of commissioners that:

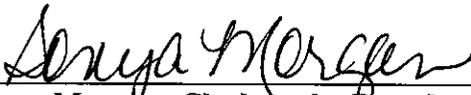
- 1) The Board of County Commissioners authorize the sale at public auction of the eleven (11) parcels of land indicted on Attachment "A";
- 2) The auction will be conducted at 1:00 o'clock p.m. on Wednesday, July 24th, 2019 at the front door of the Yancey County Courthouse located at 110 Town Square in Burnsville, North Carolina, after Notice as required by law;
- 3) The terms of the sale are that the Buyer must present at the auction a bid deposit of five (5) percent of the amount of the bid, either in cash or with a certified check. This deposit will be held by the County until either the county commissioners reject the high bid for the property or if the county commissioners accept the high bid, the closing of the sale. The deposit will be forfeited to the County if the high bidder refuses to close the sale after the bid has been approved by the county commissioners. The property will be sold "as is" "where is" and conveyed by Special Warranty Deed subject to any and all exceptions of record.
- 4) After the auction, the high bid for each parcel shall be reported to the county commissioners. The county commissioners will accept or reject the bid within thirty (30) days after the bid is reported to it. No sale will be completed until the county commissioners have approved the high bid.
- 5) Yancey County reserves the right to withdraw any listed property from the auction at any time before the auctioned sale of that property.

ADOPTED this the 10th day of June, 2019.



Jeff Whitson, Chairman

ATTEST:



Sonya Morgan, Clerk to the Board



ATTACHMENT "A"

6TH BATCH ~~12 PARCELS~~ *11 parcels*
 YANCEY COUNTY PARCELS (FROM FORECLOSURE)
 TO BE SURPLUSED BY COMMISSIONERS

<u>DATE REQUESTED</u>	<u>PIN #</u>	<u>PREVIOUS OWNERS NAME</u>	<u>PHYSICAL ADDRESS/ LOT NUMBER</u>	<u>ACREAGE</u>
2/28/2019/RE-SURPLUSED	986202858482000	YANCEY COUNTY/SHINDELL, JAMES W & DIXIE K.	LOT 213 WOLF LAUREL HEIGHTS-BUCKTOWN	0.72 ACRES
2/28/2019/RE-SURPLUSED	074700813513000	YANCEY COUNTY/WELLS FARGO-MAIL CODE X38 ATT: JEFF JAMISON	TROXELL DRIVE (TRACT 2)	0.10 ACRES
2/28/2019/RE-SURPLUSED	987300916719000	YANCEY COUNTY/LEDGORD, MOSES	PATSY CREEK ROAD	0.50 ACRES
2/28/2019/RE-SURPLUSED	080001388893000	YANCEY COUNTY/MILLIGAN, ALPHONSO S. & ANGEL	126 CANE MOUNTAIN LANE	0.91 ACRES
2/28/2019/RE-SURPLUSED	085100446500000	YANCEY COUNTY/WOODY, MICHAELA JEAN	WOODY ROAD	0.14 ACRES
2/28/2019	075900796615000	YANCEY COUNTY/HUGHES, STEVE TRUSTEE	SILVER SPRINGS ROAD	0.50 ACRES
2/28/2019	080400002656000	YANCEY COUNTY/MCCAWLEY, ROBERT M.	US HWY 19W/ TWO 0.40 ACRE PARCELS COMBINED/80400002510000	0.80 ACRES
2/28/2019	075803223776000	YANCEY COUNTY/MARKS, PAMELA BOWERS & TRULEE N. JONES	STATE HWY 80 S	0.25 ACRES
2/28/2019	072602862051000	YANCEY COUNTY/STERN, DARAN	MOUNTAIN LAUREL LANE	1 ACRE
2/28/2019	082200589025000	YANCEY COUNTY/GASPERIN, LOUIS	HORSESHOE HIGHLANDS #1 LOTS 18, 28, & 29	3 ACRES
2/28/2019	083200343850000	YANCEY COUNTY/SMITH, JOSEPH A.	1001 UPPER PIG PEN ROAD	0.49 ACRES

*Added to
 Commissioners Agenda*

Attachment E