

**Minutes of the February 10, 2020
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 February 10, 2020 were Chairman Jeff Whitson, Commissioner Mark Ledford, Commissioner David Grindstaff, Commissioner Jill Austin, Commissioner Johnny Riddle, County Manager Lynn Austin, County Finance Officer Brandi Burleson, County Finance Director Lynne Hensley, Planning and Economic Development Director Jamie McMahan, County Attorney Donny Laws, Tax Assessor Lindsay Smith, and Clerk to the Board 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. Commissioner Riddle led the Pledge of Allegiance to the Flag.

Approval of the Agenda

Chairman Whitson asked for a motion to approve the agenda. Commissioner Austin made a motion to approve the agenda. Commissioner Riddle seconded the motion. By unanimous vote the agenda was approved. (Attachment A)

Consent Agenda

Chairman Whitson noted that an updated Petition of Property Owners for the road naming request for the Consent Agenda had been submitted to include an additional signature and that it did not change the intent of the request or the recommendation for the road naming. Chairman Whitson read through the items on the consent agenda as follows:

- Approval of January 13, 2020 Regular Meeting Minutes
- Approval of Road Naming Request (Attachment B)
- Approval of PROCLAMATION – J. Ardell & Remelle Sink Day (Attachment C)
- Approval of Juvenile Crime Prevention Council (JCPC) Budget (Attachment D)
- Approval of Yancey County 2020-2021 Budget Calendar (Attachment E)
- Approval of Tax Refund Request (Attachment F)
- Approval of Board of Equalization and Review 2020 (Attachment G)
- Approval of 2019-2020 Report of Unpaid Taxes That Are Liens on Real Property (Attachment H)
- January 2020 Tax Collection Reports – 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 Austin. By unanimous vote the consent agenda was approved.

Appointment

Josh Cooke EMS Program Director, Mayland Community College submitted a request to the Board for the appointment of one commissioner to serve on the Mayland Community College (MCC) Medical Advisory Committee. (Attachment J) Chairman Whitson expressed his interest in serving as the county representative. Commissioner Ledford made a motion to appoint Chairman Whitson as the Yancey County representative on the MCC Medical Advisory Committee. Commissioner Riddle seconded the motion. By unanimous vote the motion carried.

Recognition of Kyler Glover

Megan Robinson, Executive Director with the WNC Chapter of American Red Cross gave a description of the history and criteria for the American Red Cross Certificate of Extraordinary Personal Action. Ms. Robinson gave the definition of a hero and indicated that the award is given to someone considered a hero who steps up during an emergency to prevent and alleviate suffering. Ms. Robinson introduced Steven Fusco to present the award. Mr. Fusco recognized Kyler Glover for his heroic life-saving efforts. On December 11, 2019 after man installing a heating system in Kyler Glover's home had heartache, Kyler did chest compressions and did not stop until EMS arrived 25 minutes later. Mr. Fusco presented the Certificate of Extraordinary Personal Action to Kyler Glover for his heroic actions during an emergency situation to prevent and alleviate suffering. Kyler received a standing ovation. Chairman Whitson expounded saying that Kyler had been present before the Board previously for exemplifying great citizenship and giving sacrificially to his community.

Proposed Second Amendment Rights Resolution

Shane Hilliard, Chief Deputy with the Yancey County Sheriff's Department addressed the Board regarding the Second Amendment rights resolution presented to the Board. (***RESOLUTION OF YANCEY COUNTY BOARD OF COMMISSIONERS***, Attachment K) Chief Deputy Hilliard spoke in favor of passing the resolution. He indicated that he believed it is presented for the right reason at a critical time. Chief Deputy Hilliard encouraged those present to support the resolution to take a stand against more unconstitutional restrictions for law-abiding citizens so that Yancey County would be a constitutional protected county.

Jackson Hensley addressed the Board and indicated that he lived in Yancey County and felt responsible to speak in favor of the resolution for the upcoming generation.

Chairman Whitson stated the proposed resolution was on the table for consideration. Commissioner Ledford made a motion to adopt the ***RESOLUTION OF YANCEY COUNTY BOARD OF COMMISSIONERS*** upholding the Second Amendment rights of the citizens of Yancey County. Commissioner Grindstaff seconded the motion. Chairman Whitson read the full text of the Resolution and asked if there was any discussion. Hearing none, the Board voted 4 to 1 to adopt the Resolution, with Commissioner Riddle voting against.

Mountain Community Health Partnership (MCHP)

Chuck Shelton, CEO of MCHP addressed the Board. Mr. Shelton indicated that MCHP is locally owned community health partnership that receives federal funds to serve uninsured and under insured. Mr. Shelton provided a fact sheet on MCHP and presented an overview of the site locations, patients served, and services provided. (Attachment L)

Tim Evans also addressed the Board and discussed the medication-assisted treatment (MAT) services, which also includes mental health intervention. Mr. Evans indicated that MCHP is working toward a larger presence, will be opening a clinic in Burnsville in the near future, and will reopen the dental clinic in Bakersville while working on expanding services. In response to a question from Commissioner Riddle regarding the number of providers, Mr. Evans responded that there are eight doctors and eight to nine physician's assistants and nurse practitioners. Chairman Whitson expressed appreciation for what MCHP is doing in the community.

County Financial Audit

Dan Mullinax with Gould Killian presented the county financial audit. (Yancey County Financial Statements – For Fiscal Year Ending June 30, 2019 – Attachment M) Mr. Mullinax provided an overview of the audit process and explained the format of the report. Mr. Mullinax indicated that there were no issues of non-compliance and no findings on the financial side. He reported the firm tested social services programs Medicaid, SNAP (food stamps), and LIEAP (energy assistance). Mr. Mullinax reported that there were a few errors but overall, good rates. Mr. Mullinax reviewed the financial summary including the county's sources of revenues. He indicated that expenditures were up approximately \$1 million due to the debt requirements for

the new school and that the fund balance was down slightly from 22.2% to 20.2%. Mr. Mullinax reported that the slight reduction would be expected due to the debt requirement.

Mayland Community College

Dr. John Boyd addressed the Board and provided an update on MCC projects. He presented the Board with a schematic of the Pine Bridge project. (Attachment N) Dr. Boyd also indicated that the work at the planetarium would begin when the weather is dry. Commissioner Riddle inquired about the hotel project. Dr. Boyd said the plan was to open the 34-room hotel in 2021.

County Manager's Report

County Manager Austin began her report by presenting the 2020 contract for the purchase of materials for the Fourth of July fireworks display. (Attachment O) She stated that Robbie Tipton did the show for the Cougars parade and she had received a lot of positive feedback on the display. She indicated that the contract was just for the materials and that she would present the cost of the service and purchase of materials at the March 2020 Board meeting for approval.

Next, County Manager Austin presented a chart of proposed changes to the building permit fee schedule and indicated that it was prepared after comparing Yancey County to local counties. (Attachment P) She indicated that the proposed fee schedule was being provided to the Board for review, and to make the public aware that new fee schedule may be implemented.

County Manager Austin then presented information from the USDA for the Beaver Management Assistance Program. (Attachment Q) USDA assists participating counties with beaver management services when large property damage occurs. She stated that the participation in the program would cost the county \$6000. County Manager Austin indicated that she was providing information to the Board for review and consideration and the USDA would have to know if the county wanted to participate in the program by May 1. County Manager Austin said that the county has not participated in the past.

County Manager Austin presented a precautionary advisory for potential discharge of waste into Cane River for Cane River Park. (Attachment R) She indicated that the county is contracting with Headwaters Environmental, but it would be May before the berm could be reconstructed. County Manager Austin stated that warning signs have been posted and the gates closed at the park. She said that she confirmed that the public is safe as enough chlorine is being added to handle any e-coli that might be present.

County Manager Austin reported to the Board that she wanted to revisit the Withers-Ravenel agreement for the environmental study to be conducted on the East Yancey Water and Sewer District project being requested by ARC. (Attachment S) She reported after further review of the agreement and clarification that the minimum cost of the study would be \$17,600, but it could cost as much as \$29,200. County Manager Austin stated that she did not want to continue on the project until she received approval from the Board to spend up to \$29,200 as stated in the agreement. Commissioner Ledford made a motion to approve and authorize County Manager Austin to execute the agreement. Commissioner Riddle seconded the motion. By unanimous vote the motion was carried.

County Manager Austin then stated that the county is ready to submit a Brownfield application for the OMC property/Little Leaf Farms project. She asked the Board to make a motion to approve submission of the application, authorize the county to pay an initial fee of \$3000, and the final \$5000 to complete the Brownfield designation. Commissioner Grindstaff made the motion with Commissioner Ledford providing a second. By unanimous vote the motion carried.

County Commissioners Report

Commissioner Riddle stated that he knew that there would be some upset with the decision he made regarding the second amendment resolution. He stated that he was a gun owner, but felt that there was some stuff in resolution that seemed contrary to the oath he took as

a county commissioner. Commissioner Riddle said that he would be willing to discuss his decision and encouraged those who had questions or concerns to contact him.

Public Comment

Sheriff Gary Banks thanked commissioners for passing resolution. Geeta McGahey, Karin Rolett, Joyce Johnson spoke on their concerns with the Second Amendment resolution. Allen McMurray and Jamie Harris spoke about their concerns with Nolichucky Wild and Scenic designation. Ken Anderson spoke about his concerns with the Second Amendment resolution. Kevin Wilson asked Board to rescind letter on the Nolichucky River. Tom Robinson spoke on America. Danny McIntosh spoke to encourage the Board to eliminate discount on taxes. Trent Musick spoke on the Second Amendment being infringed on. Johnny Hensley spoke on the his concerns with the Nolichucky Wild and Scenic designation. Marvin Taylor spoke on how he got his gun taken.

County Attorney's Report

County Attorney Donny Laws stated that he did have matter to discuss with the Board regarding a claim and requested that the Board go into closed session pursuant to NC Gen. Stat. §143-318.11(a)(3). Commissioner Ledford made a motion to go into closed session. Commissioner Riddle seconded the motion. By unanimous vote the Board voted to go into closed session.

Commissioner Ledford made a motion to leave closed session and reenter open session, with Commission Riddle seconding the motion. By unanimous vote the motion carried. No action was taken during closed session.

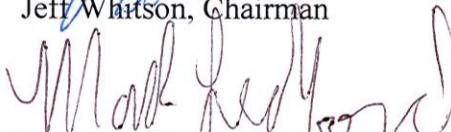
Adjournment

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

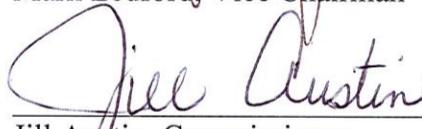
Approved and authenticated this the 9th day of March 2020.



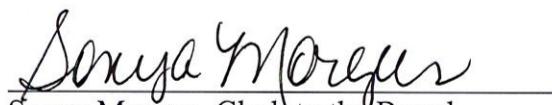
Jeff Whitson, Chairman



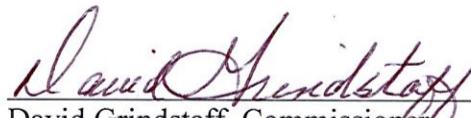
Mark Ledford, Vice Chairman



Jill Austin, Commissioner



Sonya Morgan, Clerk to the Board



David Grindstaff, Commissioner

Johnny Riddle, Commissioner





**AGENDA
YANCEY COUNTY BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING
FEBRUARY 10, 2020
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 January 13, 2020 Regular Meeting Minutes**
 - b. Approval of Road Naming Request**
 - c. Approval of PROCLAMATION – J. Ardell and Remelle Sink Day**
 - d. Approval of Juvenile Crime Prevention Council (JCPC) Budget**
 - e. Approval of Yancey County 2020-2021 Budget Calendar**
 - f. Approval of Tax Refund Request**
 - g. Approval of Board of Equalization and Review 2020**
 - h. Approval of 2019-2020 Report of Unpaid Taxes That Are Liens on Real Property**
 - i. January 2020 Tax Collection Reports - Informational**
- V. Appointment - Mayland Community College Medical Advisory Committee**
- VI. Red Cross Recognition of Kyler Glover – Megan Robinson**
- VII. Proposed Second Amendment Rights Resolution – Jackson Hensley & Shane Hilliard**
- VIII. Mountain Community Health Partnership (MCHP) – Tim Evans & Chuck Shelton**
- IX. County Financial Audit – Don Mullinax**
- X. Mayland Community College – Dr. John Boyd**
- XI. County Manager’s Report – Lynn Austin**
 - a. 2020 Fireworks Contract**
 - b. Building Permit Fees**
 - c. USDA Beaver Management**
 - d. Cane River Park – Burnsville WWTP**
- XII. County Commissioners’ Report**
- XIII. Public Comments**
- XIV. County Attorney’s Report – Donny Laws**
- XV. Closed Session**
- XVI. Adjourn**



Petition of Property Owners to Change their Street Name

Yancey County Addressing and Mapping Department
email: addressing@yanceycountync.gov
110 Town Sq Room 7
Burnsville, NC 28714
Phone: 828-682-1813

Existing Name of Road: Woodlyn Springs Rd

Proposed Name of Road: Bean Mt. Ridge

Beginning at (cross street): Laws Branch

Is this street in a subdivision? NO If yes, subdivision name: _____

The street name application is being submitted by: Scott Devel (Applicant)

***Note: If the developer is supplying the road signs they are responsible for the cost of materials and installation of the new 911 street name signs. All 911 street signs and installations will follow the Yancey County Addressing and Road Naming Ordinance and the North Carolina Department of Transportation guidelines.**

I am in favor of the proposed street name change.

Printed Name	Address	Phone	Signature & Date
<u>Scott Devel</u>		<u>919-280-5949</u>	<u>[Signature]</u> 1-6-20
<u>Neal Purser</u>	<u>98 Laws Branch</u>	<u>910-279-1538</u>	<u>Neal Purser</u> 1-8-2020
<u>Cameron Purser</u>		<u>919-744-8907</u>	<u>Cameron H Purser</u> 1-8-2020
<u>Carda Berce</u>		<u>828-208-2622</u>	<u>Carda Berce</u> 1/8/20
<u>Jeff Dolin</u>		<u>828-367-1147</u>	<u>Jeff Dolin</u> 1/8/2020
<u>JAY MASON</u>		<u>904-389-0911</u>	<u>[Signature]</u> 1/13/2020
<u>Michael B Davis</u>		<u>828 208 5984</u>	<u>[Signature]</u> 1/30/2020
<u>Thomas O. Naylor</u>	<u>96 Laws Branch</u>	<u>904 955-9003</u>	<u>Thomas O Naylor</u> 2/3/20

***Note: If street name(s) are being requested for a new subdivision the applicant must submit a full sized printed and digital legible plan for the subdivision. If the subdivision is a multiphase 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 governing authority.**

Petition Requirements: A Street Name Petition must be circulated among affected property owners. The petition must contain names, addresses, and signatures of all affected property owners. An affected property owner is one who owns an interest in property adjacent to the street. At least 80% of the affected property owners, must sign the petition in order to initiate the street name change process as deemed by Yancey County Addressing and Road Name Ordinance. Applications must be completed with signatures of the affected property owners in order for the petition process to be presented to the County Commissioners for final approval.

Return completed application and petition of property owners to:
Yancey County Addressing and Mapping Department



To the Yancey County Commissioners:

Property owners owning property that share the same drive and having ingress and egress with said drive and runs due South off of Laws Branch Rd SR 1422 have met or exceeded the requirements needed to have their drive named under the Yancey County Road Naming Procedure.

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.

2.23 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.

2.25 ROAD NAMING PROCEDURES FOR PRIVATE ROADS AND PUBLIC ROADS

(A) In the event that there are private or public 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 or public roads which have no name on file with Addressing Coordinator, and in the event 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.

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.

It is my recommendation for the section of private drive that comes off of Laws Branch Rd SR 1422 and contains all person's property in the signed petition be named: Bear Mtn Rdg

Mark Thomas
Yancey County
Address Coordinator

083200692771000
B605/P54
5.35 Acres
NAYLOR, THOMAS O & KATHERINE L

083200693327000
B605/P177
2.914 Acres
PURSER, NEAL & WENDY L

083200692157000
B625/P301
2 Acres
PURSER, CAMERON HARRIS

083200680926000
B634/P745
2.93 Acres
MASON, JAY H & RUTH ANN

083200681637000
B630/P753
3.5 Acres
DAVIS, MICHAEL B & CASEY J

083200683116000
B575/P666
15.813 Acres
KIERCE, GARY W & TEENA M

083200674359000
B632/P342
2.661 Acres
DEUEL, SCOTT L

083200670364000
B307/P534
6.02 Acres
DOBBINS, JEFFERY BRIAN

083200662965000
B595/P615
5 Acres
ANTHONY J TRIPODO TRUST

FESTIVE PINE DR

LAWS BRANCH RD



1 inch = 284 feet

DISCLAIMER: The information contained on this page is NOT to be construed or used as a "legal description". Map information is



PROCLAMATION

J. ARDELL SINK AND REMELLE SINK DAY

WHEREAS, J. Ardell Sink, born in Lexington, N.C. began his interest at an early age by rigging tin cans and wire between trees to form his own radio station, and continued his interest into his high school years by working as an announcer at Saturday night sock hops; and,

WHEREAS, J. Ardell Sink and Remelle Sink were married on June 23, 1957; and,

WHEREAS, J. Ardell and Remelle Sink began their journey in Yancey County by meeting with local leaders and applying for a radio station license in 1965, and began to broadcast in 1968. They moved their family to Yancey County in 1969 and began actively managing the WKYK radio station as Burnsville Broadcasting Company. In 1971, the name of the company was changed to Mark Media, Inc. to reflect the purchase of several radio stations in the Carolinas; and,

WHEREAS, J. Ardell Sink is the President & CEO and Remelle Sink is the Vice President of the stations; and,

WHEREAS, J. Ardell Sink has served on the North Carolina Association of Broadcasters Board of Directors, the Parkway Playhouse Board, the Mayland Community College Board of Trustees, as Director of the Blue Ridge Regional Hospital Board, Director of Mutual Broadcast System, several bank boards, Past President of Chamber of Commerce, Past President of the Rotary; and,

WHEREAS, J. Ardell Sink has received numerous awards for his contributions to non-profit charity organizations; and,

WHEREAS, J. Ardell Sink, while serving as Chamber President, worked with others for the cleanup and beautification Town Square and led the efforts to get green garbage dumpsters throughout the county, which later became the convenience and recycling centers.

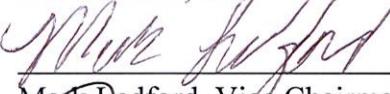
NOW, THEREFORE, BE IT PROCLAIMED by the Yancey County Board of Commissioners that J. Ardell Sink and Remelle Sink are hereby recognized and honored for their contributions to and their representation of Yancey County.

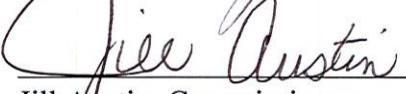
BE IT FURTHER PROCLAIMED by the Yancey County Board of Commissioners that, Thursday, February 20, 2020 shall be known as "**J. Ardell Sink and Remelle Sink Day**" in Yancey County, North Carolina.

ADOPTED this the 10th day of February 2020 by the Yancey County Board of Commissioners.


Sonya Morgan, Clerk to the Board


Jeff Whitson, Chairman


Mark Dedford, Vice Chairman


Jill Austin, Commissioner


David Grindstaff, Commissioner


Johnny Riddle, Commissioner



Yancey County

NC DPS - Community Programs - County Funding Plan

Available JCPC Funds: \$ \$73,048
 Raise the Age Expansion Funds: \$ \$11,998

Local Match: \$ \$23,649 Rate: 20%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	New 19-20 Total DPS Funds	Original 19-20 DPS Funds	DPS RTA Expansion Funding	LOCAL FUNDING			OTHER	OTHER	Total
					County Cash Match	Other Local Cash Match	Local In-Kind	State/Federal	Funds	
1	JCPC Administration	\$5,828	\$1,830	\$3,998						\$5,828
2	Crossnore School	\$6,375	\$6,375		\$1,275					\$7,650
3	Juvenile Mediation	\$3,781	\$3,781		\$756					\$4,537
4	4-H Mountain Challenge	\$30,738	\$30,738		\$15,153					\$45,891
5	Project Challenge	\$32,324	\$30,324	\$2,000	\$6,065	\$400				\$38,789
6	Mediation and Restorative Justice Center	\$6,000		\$6,000						\$6,000
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
TOTALS:		\$85,046	\$73,048	\$11,998	\$23,249	\$400				\$108,695

The above plan was derived through a planning process by the Yancey County
 Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 19-20

Amount of Unallocated JCPC Funds _____

Amount of Unallocated RTA Expansion Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

Check type: Initial plan Update Final

[Signature] 1/22/20
 Chairperson, Juvenile Crime Prevention Council (Date)

[Signature] 1/22/2020
 Chairperson, Board of County Commissioners or County Finance Officer (Date)

—DPS Use Only—

Reviewed by _____ Area Consultant	_____	Date
Reviewed by _____ Program Assistant	_____	Date
Verified by _____ Designated State Office Staff	_____	Date

YANCEY COUNTY 2020-2021 BUDGET CALENDAR

Attachment E

FEBRUARY 2020

THURSDAY, FEB 13

DISTRIBUTION OF 2020-2021 BUDGET PACKETS TO DEPT HEADS

MARCH 2020

THURSDAY, MAR 12

DEPT HEAD 2020-2021 PACKETS DUE BACK TO FINANCE OFFICE

TUESDAY, MAR 31

REQUESTS DUE BACK FROM NONPROFITS AND OUTSIDE ENTITIES

APRIL 2020

APRIL 8, 9, & 10

BUDGET WORK SESSION(S) WITH COUNTY MANAGER & FINANCE

MONDAY, APRIL 20 @ 9:00 A.M.

SPECIAL MEETING WITH COMMISSIONERS

1. 2020-2021 BUDGET WORK SESSION
2. 2019-2020 AMENDMENT, IF NEEDED

MAY 2020

MONDAY, MAY 4 @ 9:00 A.M.

SPECIAL MEETING WITH COMMISSIONERS

1. 2020-2021 BUDGET WORK SESSION
2. 2019-2020 AMENDMENT, IF NEEDED

MONDAY, MAY 18 @ 9:00 A.M.

SPECIAL MEETING WITH COMMISSIONERS

1. 2020-2021 BUDGET WORKSESSION
2. DEPT HEAD & AGENCY DISCUSSIONS, IF REQUESTED

JUNE 2020

MONDAY, JUNE 1 @ 9:00 A.M.

SPECIAL MEETING WITH COMMISSIONERS

1. FINAL 2020-2021 BUDGET WORKSESSION
2. 2019-2020 AMENDMENT, IF NEEDED

MONDAY, JUNE 8 @ 6:00 P.M.

REGULAR MEETING WITH COMMISSIONERS

1. PUBLIC HEARING FOR THE 2020-2021 FISCAL YEAR BUDGET
2. ADOPTION OF THE 2020-2021 FISCAL YEAR BUDGET

MONDAY, JUNE 22 @ 9:00 A.M.

SPECIAL MEETING WITH COMMISSIONERS (ONLY IF NOT ADOPTED ON THE 8TH)

1. ADOPTION OF THE 2020-2021 FISCAL YEAR BUDGET
2. FINAL 2019-2020 BUDGET AMENDMENT (IF NEEDED)



YANCEY COUNTY TAX OFFICE

110 Town Square, Room 2 * Burnsville, North Carolina 28714

Phone: (828) 682-2198 * Fax (828) 682-4817

Email: lindsay.smith@yanceycountync.gov

Regular Meeting of the Board of Commissioners February 10, 2020

Refund request:

Sarah Montgomery
4 Sugarloaf Dr.
Burnsville, NC 28714

Account # 000081993

Property owner found that the mobile home had been assessed as a year 2016 rather than 1995. Records indicate that this condition existed for the 2017 tax year. The record was corrected for the 2018 tax year. The result of the overstatement of value for the tax year 2017 is:

2017 Excess tax collected: \$167.23

Property owner did request in writing that the excess tax paid be refunded.

Assessor's opinion: Pursuant to North Carolina General Statute 105-381 refund is indicated and recommended in the amount of \$167.23.

JACOB AND SARAH FOXX

4 SUGAR LOAF DR

BURNSVILLE NC 28714

JANUARY 10 2020

TO THE YANCEY COUNTY TAX ASSESSOR:

I PURCHASED A 1995 MOBILE HOME IN 2016. THE TAX OFFICE LISTED IT AS A 2016 MODEL AND BILLED ME FOR IT FOR 2017 . I AM REQUESTING A REFUND FOR THE EXCESS TAX PAID FOR THAT AS THE RESULT OF A CLERICAL ERROR.

THANKS

Sarah Montgomery aka Sarah Foxe



Board of Equalization and Review 2020

- Jeff Whitson
- Mark Ledford
- Jill Austin
- David Grindstaff
- Johnny Riddle
- Byrl Ballew
- Jim Deaton
- Margaret Pierce
- Jerri Storie
- Bill Wheeler
- Jamie McMahan

Attachment H

2019-2020 REPORT OF UNPAID TAXES THAT ARE LIENS ON REAL PROPERTY

Fonda Thomas <Fonda.Thomas@yanceycountync.gov>

Mon 2/3/2020 10:51 AM

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

Cc: Lindsay Smith <Lindsay.Smith@yanceycountync.gov>; Brandi Burleson <Brandi.Burleson@yanceycountync.gov>

 2 attachments (484 KB)

2019-2020 REPORT OF UNPAID TAXES FOR 2019 TAX YEAR.docx; 2019-2020 REPORT OF UNPAID TAXES FOR COMMISSIONERS-02032020103009.pdf;

Attached you will find the 2019-2020 Report of Unpaid Taxes that are liens on real property which must be presented to the Board at the next Commissioners Meeting prior to the 2020 2nd Notice mailings and Advertisement of Delinquent 2019 Taxes. These need to be on the Consent Agenda for the month of February 2020.

Thank you for all you do and please let me know if you have any questions.

Thanks,

Fonda Thomas
Yancey County Tax Collector
110 Town Square, Room 1
Burnsville, NC 28714

Phone: (828) 682-2197

Fax: (828) 682-4817

E-Mail: fonda.thomas@yanceycountync.gov

Memorandum

To: Yancey County Board of Commissioners
From: Fonda Thomas, Tax Collector
Date: February 03, 2020
Re: 2019-2020 Report of Unpaid Taxes That Are Liens on Real Property

As required by G.S. 105-369 (a), I present the Report of Unpaid Taxes That Are Liens on Real Property of Taxes for Fiscal 2019-2020

<u>Billed</u>	<u>Net Collected</u>	<u>% Collected</u>	<u>% Uncollected</u>
\$12,745,236.31	\$11,631,744.26	91.27%	8.73%

Yancey County Tax Office

County/District Collection Percentage Report

As of: 02-03-2020

Run Date: 02-03-2020

2019
County

Net Levy \$
12,745,236.31

Collections \$
11,631,744.26

Collections %
91.27

Districts

Name	Net Levy \$	Collections \$	Collections %
001 - BURNSVILLE FIRE DISTRICT	198,948.52	184,454.07	92.72
002 - CANE RIVER FIRE DISTRICT	78,523.46	72,738.16	92.64
003 - EGYPT FIRE DISTRICT	77,433.49	72,365.68	93.46
004 - RAMSEYTOWN FIRE DISTRICT	24,300.17	20,959.11	86.26
005 - GREEN MOUNTAIN FIRE DISTRICT	29,522.52	25,833.14	87.51
006 - JACKS CREEK FIRE DISTRICT	64,789.74	58,016.85	89.55
007 - BRUSH CREEK FIRE DISTRICT	40,178.54	35,164.80	87.53
008 - CRABTREE FIRE DISTRICT	172,752.95	153,482.37	88.85
009 - SOUTH TOE FIRE DISTRICT	192,938.70	175,926.42	91.19
010 - PENSACOLA FIRE DISTRICT	95,799.15	87,997.49	91.86
011 - PRICES CREEK FIRE DISTRICT	153,706.29	144,584.57	94.07

District Totals

Net Levy \$
1,128,893.53

Collections \$
1,031,522.66

Collections %
91.37

Attachment I

YANCEY COUNTY TAX ADMINISTRATION

End of Month Breakout

View Posted Payments in Date Range 01/01/2020 to 01/31/2020 for Vehicle

Description	Amount
Vehicle Payments	
County Vehicle Tax Payments 2019	\$111.39
County Vehicle Tax Payments 2018	\$73.19
County Vehicle Tax Payments 2017	\$281.85
County Vehicle Tax Payments 2016	\$231.42
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 Interest	\$104.44
County Vehicle Total Payments	\$802.29
Burnsville VFD Vehicle Tax	\$6.60
South Toe VFD Vehicle Tax	\$60.70
Newdale VFD Vehicle Tax	\$1.02
West Yancey VFD Vehicle Tax	\$1.68
Egypt/Ramseytown VFD Vehicle Tax	\$3.59
Clearmont VFD Vehicle Tax	
Double Island VFD Vehicle Tax	
Pensacola VFD Vehicle Tax	\$1.01
VFD Vehicle Interest	\$11.27
VFD Vehicle Total Payments	\$85.87
Town of Burnsville Vehicle Tax	
Town of Burnsville Vehicle Interest	
Town of Burnsville Vehicle Total Payment	
State Vehicle Interest	\$18.62
Vehicle Total Payments	\$906.78

02/03/2020

PRICES CREEK FIRE DISTRICT Vehicle Tax				\$274.09
	\$5.69	\$28.70	\$65.53	\$174.17
County Vehicle Interest				\$3,920.74
	\$120.74	\$421.58	\$1,962.00	\$1,416.42
TOWN OF BURNSVILLE Vehicle Interest				\$69.19
		\$6.46	\$52.02	\$10.71
BURNSVILLE FIRE DISTRICT Vehicle Interes				\$104.36
	\$5.63	\$8.59	\$75.31	\$14.83
CANE RIVER FIRE DISTRICT Vehicle Interes				\$22.36
	\$0.14	\$3.77	\$16.93	\$1.52
EGYPT FIRE DISTRICT Vehicle Interest				\$6.38
		\$1.20	\$5.17	\$0.01
RAMSEYTOWN FIRE DISTRICT Vehicle Interes				\$0.81
		\$0.03	\$0.02	\$0.76
GREEN MOUNTAIN FIRE DISTRICT Vehicle Int				\$14.27
		\$2.63	\$11.30	\$0.34
JACKS CREEK FIRE DISTRICT Vehicle Intere				\$23.55
	\$4.13	\$2.01	\$7.96	\$9.45
BRUSH CREEK FIRE DISTRICT Vehicle Intere				\$6.89
		\$0.90	\$5.99	
CRABTREE FIRE DISTRICT Vehicle Interest				\$43.31
	\$2.22	\$7.43	\$23.57	\$10.09
SOUTH TOE FIRE DISTRICT Vehicle Interest				\$24.04
	\$0.37	\$7.07	\$12.98	\$3.62
PENSACOLA FIRE DISTRICT Vehicle Interest				\$44.87
		\$3.62	\$19.80	\$21.45
PRICES CREEK FIRE DISTRICT Vehicle Inter				\$65.99
	\$0.12	\$3.28	\$11.63	\$50.96
DMV Vehicle Interest				\$613.01
	\$199.09	\$61.40	\$191.31	\$161.21
Totals				\$50,721.28
	\$6,998.39	\$16,898.63	\$19,752.06	\$7,072.20

	Billed to Date	% Collected
County Vehicle Tax 2019	\$10,865.09	44.44%

02/03/2020

Posting Report

01-01-2020 to 01-31-2020

02-03-2020
10:06 AM

I. Tax Collections + Releases

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
2008	\$31.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.55	\$0.00	\$0.00	\$35.50
2009	\$43.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.55	\$0.00	\$0.00	\$46.95
2010	\$123.30	\$0.00	\$8.12	\$0.00	\$0.00	\$0.00	\$4.26	\$0.00	\$0.00	\$135.68
2011	\$123.30	\$0.00	\$8.12	\$0.00	\$0.00	\$0.00	\$4.26	\$0.00	\$0.00	\$135.68
2012	\$123.30	\$0.00	\$8.12	\$0.00	\$0.00	\$0.00	\$4.26	\$0.00	\$0.00	\$135.68
2013	\$140.97	\$0.00	\$8.12	\$0.00	\$0.00	\$0.00	\$4.26	\$0.00	\$0.00	\$153.35
2014	\$216.70	\$0.00	\$8.12	\$0.00	\$0.00	\$0.00	\$4.26	\$0.00	\$0.00	\$229.08
2015	\$156.30	\$0.00	\$8.12	\$0.00	\$0.00	\$0.00	\$4.26	\$2.51	\$0.00	\$171.19
2016	\$3,626.88	\$0.00	\$7.40	\$0.00	\$0.00	\$0.00	\$12.43	\$215.06	\$0.00	\$3,861.77
2017	\$1,911.93	\$90.98	\$76.00	\$7.50	\$0.00	\$0.00	\$12.33	\$50.67	\$0.00	\$2,149.41
2018	\$9,282.34	\$347.66	\$98.16	\$20.00	\$0.00	\$0.00	\$64.99	\$581.10	\$0.00	\$10,394.25
2019	\$1,102,688.61	\$9,202.51	\$19,942.29	\$7,779.22	\$5,829.05	\$2,119.32	\$18,248.17	\$15,479.63	\$14,054.35	\$1,195,343.15
TOTAL	\$1,118,468.98	\$9,641.15	\$20,172.57	\$7,806.72	\$5,829.05	\$2,119.32	\$18,370.58	\$16,328.97	\$14,054.35	\$1,212,791.69

II. Releases

	Current Year	Prior Year	TOTAL
General Fund	\$62.03	\$895.03	\$957.06
Burnsville	\$0.00	\$0.00	\$0.00
West Yancey	\$1.08	\$0.00	\$1.08
Egypt/Ramseytown	\$2.09	\$0.00	\$2.09

Clearmont	\$0.00	\$0.00	\$0.00
Double Island	\$0.00	\$0.00	\$0.00
Newdale	\$0.00	\$3.31	\$3.31
South Toe	\$0.00	\$0.00	\$0.00
Pensacola	\$0.00	\$0.00	\$0.00
TOTAL	\$65.20	\$898.34	\$963.54

III. Net Tax Collections

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
TOTAL	\$1,117,511.92	\$9,641.15	\$20,171.49	\$7,804.63	\$5,829.05	\$2,119.32	\$18,367.27	\$16,328.97	\$14,054.35	\$1,211,828.15

Transaction Type Report

01-01-2020 to 01-31-2020

Year	General	Fire	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Total
2008	\$31.95	\$3.55	\$0.00	\$0.00	\$0.00	\$35.50	\$40.16	\$4.00	\$0.00	\$79.66
2009	\$43.40	\$3.55	\$0.00	\$0.00	\$0.00	\$46.95	\$36.77	\$4.00	\$0.00	\$87.72
2010	\$123.30	\$12.38	\$0.00	\$0.00	\$0.00	\$135.68	\$119.11	\$8.00	\$0.00	\$262.79
2011	\$123.30	\$12.38	\$0.00	\$0.00	\$0.00	\$135.68	\$106.09	\$8.00	\$0.00	\$249.77
2012	\$123.30	\$12.38	\$0.00	\$0.00	\$0.00	\$135.68	\$93.19	\$8.00	\$0.00	\$236.87
2013	\$140.97	\$12.38	\$0.00	\$0.00	\$0.00	\$153.35	\$90.38	\$12.00	\$0.00	\$255.73
2014	\$216.70	\$12.38	\$0.00	\$0.00	\$0.00	\$229.08	\$105.85	\$8.00	\$0.00	\$342.93
2015	\$156.30	\$14.89	\$2.18	\$0.00	\$0.00	\$173.37	\$68.51	\$8.00	\$0.00	\$249.88
2016	\$2,751.89	\$233.74	\$2.45	\$0.00	\$0.00	\$2,988.08	\$1,289.93	\$52.00	\$0.00	\$4,330.01
2017	\$1,901.43	\$236.43	\$0.00	\$0.00	\$0.00	\$2,137.86	\$467.60	\$28.00	\$0.00	\$2,633.46
2018	\$9,272.80	\$1,110.80	\$99.87	\$0.00	\$0.00	\$10,483.47	\$1,383.36	\$124.00	\$0.00	\$11,990.83
2019	\$1,102,626.58	\$92,651.37	\$409.38	\$0.00	\$0.00	\$1,195,687.33	\$6,407.53	\$0.00	\$0.00	\$1,202,094.86
TOTAL	\$1,117,511.92	\$94,316.23	\$513.88	\$0.00	\$0.00	\$1,212,342.03	\$10,208.48	\$264.00	\$0.00	\$1,222,814.51

Adjustment / Release Report

01-01-2020 to 01-31-2020

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	\$-342.10	\$0.00	\$-342.10	\$-342.10
2016	\$874.99	\$1.27	\$0.00	\$0.00	\$876.26	\$252.94	\$0.00	\$1,797.88	\$1.15	\$2,928.23	\$2,927.08
2017	\$10.50	\$1.16	\$0.00	\$0.00	\$11.66	\$2.65	\$0.00	\$0.00	\$1.05	\$15.36	\$14.31
2018	\$9.54	\$1.07	\$0.00	\$0.00	\$10.61	\$5.31	\$0.00	\$0.00	\$1.11	\$17.03	\$15.92
2019	\$62.87	\$4.44	\$0.00	\$0.00	\$67.31	\$4,177.23	\$0.00	\$0.00	\$3.17	\$4,247.71	\$4,244.54
TOTAL	\$957.90	\$7.94	\$0.00	\$0.00	\$965.84	\$4,438.13	\$0.00	\$1,455.78	\$6.48	\$6,866.23	\$6,859.75

Collections Receipts Report

01-01-2020 to 01-31-2020

Total general tax	\$1,117,511.92
Total fire tax	\$94,316.23
Total penalty	\$513.88
Total Waste Fees	\$0.00
Total Additional Fees	\$0.00
<hr/>	
Total principal	\$1,212,342.03
Total interest	\$10,208.48
Total cost of advertising	\$264.00
Total legal	\$0.00
Total check overpayments	\$0.00
Total Prepaid Payments	\$1,368.10
Total Prepaid Applied	\$0.00
<hr/>	
Total misc	\$11,840.58
<hr/>	
Grand total receipts	\$1,224,182.61

District Payment Report

01-01-2020 to 01-31-2020

Year	District Code	District Name	Amount
2008	008	CRABTREE FIRE DISTRICT	\$3.55
2009	008	CRABTREE FIRE DISTRICT	\$3.55
2010	002	CANE RIVER FIRE DISTRICT	\$8.12
2010	008	CRABTREE FIRE DISTRICT	\$4.26
2011	002	CANE RIVER FIRE DISTRICT	\$8.12
2011	008	CRABTREE FIRE DISTRICT	\$4.26
2012	002	CANE RIVER FIRE DISTRICT	\$8.12
2012	008	CRABTREE FIRE DISTRICT	\$4.26
2013	002	CANE RIVER FIRE DISTRICT	\$8.12
2013	008	CRABTREE FIRE DISTRICT	\$4.26
2014	002	CANE RIVER FIRE DISTRICT	\$8.12
2014	008	CRABTREE FIRE DISTRICT	\$4.26
2015	002	CANE RIVER FIRE DISTRICT	\$8.12
2015	008	CRABTREE FIRE DISTRICT	\$4.26
2015	009	SOUTH TOE FIRE DISTRICT	\$2.51
2016	002	CANE RIVER FIRE DISTRICT	\$7.40
2016	008	CRABTREE FIRE DISTRICT	\$11.28
2016	009	SOUTH TOE FIRE DISTRICT	\$215.06
2017	001	BURNSVILLE FIRE DISTRICT	\$90.98
2017	002	CANE RIVER FIRE DISTRICT	\$7.40
2017	003	EGYPT FIRE DISTRICT	\$7.50
2017	008	CRABTREE FIRE DISTRICT	\$11.28
2017	009	SOUTH TOE FIRE DISTRICT	\$50.67
2017	011	PRICES CREEK FIRE DISTRICT	\$68.60
2018	001	BURNSVILLE FIRE DISTRICT	\$347.66
2018	002	CANE RIVER FIRE DISTRICT	\$53.40
2018	003	EGYPT FIRE DISTRICT	\$7.50
2018	004	RAMSEYTOWN FIRE DISTRICT	\$12.50
2018	008	CRABTREE FIRE DISTRICT	\$63.88
2018	009	SOUTH TOE FIRE DISTRICT	\$581.10
2018	011	PRICES CREEK FIRE DISTRICT	\$44.76
2019	001	BURNSVILLE FIRE DISTRICT	\$9,202.51
2019	002	CANE RIVER FIRE DISTRICT	\$9,460.50
2019	003	EGYPT FIRE DISTRICT	\$5,557.52
2019	004	RAMSEYTOWN FIRE DISTRICT	\$2,219.61

2019	005	GREEN MOUNTAIN FIRE DISTRICT	\$3,124.64
2019	006	JACKS CREEK FIRE DISTRICT	\$2,704.41
2019	007	BRUSH CREEK FIRE DISTRICT	\$2,119.32
2019	008	CRABTREE FIRE DISTRICT	\$18,248.17
2019	009	SOUTH TOE FIRE DISTRICT	\$15,479.63
2019	010	PENSACOLA FIRE DISTRICT	\$14,054.35
2019	011	PRICES CREEK FIRE DISTRICT	\$10,480.71
<hr/>			
TOTAL			\$94,316.23

Detailed District Payment Report

01-01-2020 to 01-31-2020

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

Outstanding Balances Report

As of 01-31-2020

Year	Amount	County	District	Interest	Advertising	Penalties	Waste	Additional Fees
2009	\$13,280.09	\$6,564.37	\$499.26	\$6,156.46	\$60.00	\$0.00	\$0.00	\$0.00
2010	\$14,489.91	\$7,358.50	\$664.44	\$6,382.97	\$84.00	\$0.00	\$0.00	\$0.00
2011	\$22,218.90	\$11,584.81	\$1,150.09	\$9,370.15	\$96.00	\$17.85	\$0.00	\$0.00
2012	\$25,738.36	\$13,530.67	\$1,528.95	\$10,279.49	\$120.00	\$279.25	\$0.00	\$0.00
2013	\$21,998.06	\$12,777.40	\$1,173.47	\$7,837.19	\$210.00	\$0.00	\$0.00	\$0.00
2014	\$29,647.34	\$16,904.08	\$1,564.86	\$8,737.95	\$168.00	\$443.60	\$0.00	\$0.00
2015	\$33,218.23	\$21,351.74	\$2,043.43	\$8,647.78	\$220.00	\$255.12	\$0.00	\$0.00
2016	\$61,907.51	\$42,068.97	\$3,171.85	\$13,012.51	\$296.00	\$351.69	\$4.00	\$0.00
2017	\$83,628.25	\$64,113.95	\$5,353.13	\$12,877.74	\$564.00	\$719.43	\$0.00	\$0.00
2018	\$152,792.53	\$127,291.96	\$10,023.82	\$13,221.74	\$1,155.97	\$1,099.04	\$0.00	\$0.00
2019	\$1,241,097.78	\$1,117,342.91	\$97,583.51	\$24,253.99	\$0.00	\$1,917.37	\$0.00	\$0.00
Total	\$1,700,016.96	\$1,440,889.36	\$124,756.81	\$120,777.97	\$2,973.97	\$5,083.35	\$4.00	\$0.00

Yancey County Tax Office

County/District Collection Percentage Report

As of: 01-31-2020

Run Date: 02-03-2020

2019
County

Net Levy \$
12,745,236.31

Collections \$
11,628,644.29

Collections %
91.24

Districts

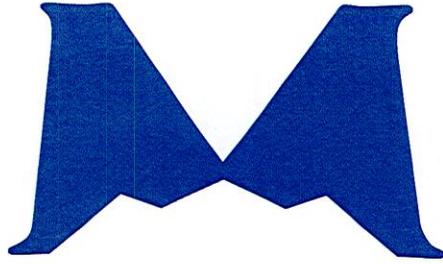
Name	Net Levy \$	Collections \$	Collections %
001 - BURNSVILLE FIRE DISTRICT	198,948.52	184,454.07	92.72
002 - CANE RIVER FIRE DISTRICT	78,523.46	72,714.33	92.61
003 - EGYPT FIRE DISTRICT	77,433.49	72,365.68	93.46
004 - RAMSEYTOWN FIRE DISTRICT	24,300.17	20,959.11	86.26
005 - GREEN MOUNTAIN FIRE DISTRICT	29,522.52	25,833.14	87.51
006 - JACKS CREEK FIRE DISTRICT	64,789.74	58,016.85	89.55
007 - BRUSH CREEK FIRE DISTRICT	40,178.54	35,164.80	87.53
008 - CRABTREE FIRE DISTRICT	172,752.95	153,404.60	88.80
009 - SOUTH TOE FIRE DISTRICT	192,938.70	175,926.42	91.19
010 - PENSACOLA FIRE DISTRICT	95,799.15	87,886.45	91.75
011 - PRICES CREEK FIRE DISTRICT	153,706.29	144,584.57	94.07

District Totals

Net Levy \$
1,128,893.53

Collections \$
1,031,310.02

Collections %
91.36



MAYLAND
COMMUNITY COLLEGE

To: Yancey County Board Of Commissioners

From: Josh Cooke – EMS Program Director

Ref: Mayland Community College Medical Advisory Committee

I am excited to introduce myself in my new role as EMS Program Director at Mayland Community College. Mayland will be launching an Emergency Medical Science Program in fall 2020 and is currently working towards accreditation of the program. In preparation for this, one of the requirements is that we have a Medical Advisory Committee. The Advisory Committee must be designated and charged with the responsibility of meeting at least annually to assist program and sponsor personnel in formulating and periodically revising appropriate goals and learning domains. In addition, the committee assists in monitoring needs and expectations, ensuring program responsiveness to change, and to review and endorse the program required minimum numbers of patient contacts. [CAAHEP Standard II.B. Appropriate of Goals and Learning Domains]. Additionally program-specific statements of goals and learning domains provide the basis for program planning, implementation, and evaluation. Such goals and learning domains must be compatible with the mission of Mayland Community College, the expectations of the communities of interest, and nationally accepted standards of roles and functions. Goals and learning domains are based upon the substantiated needs of health care providers and employers, and the educational needs of the students served by the educational program. [CAAHEP Standard II.A.]

Responsibilities of the Advisory Committee

- Review and endorse the minimum program goal.
- Review and endorse the required minimum numbers of patient/skill contacts for each of the required patients and conditions.
- Verify that the Paramedic program is adhering to the National Emergency Medical Services Education Standards.
- Review Program performance based on outcomes thresholds and other metrics (at a minimum credentialing success, retention, and job placement).
- Provide feedback to the Program on the performance of graduates as competent entry level Paramedics (for employers).
- Provide feedback to the Program regarding clinical and field opportunities and feedback on students in those areas.
- Provide recommendations for curricula enhancements based on local needs and scope of practice.
- Assist with long range planning regarding workforce needs, scheduling options, cohort size, and other future needs.
- Complete an annual resource assessment of the program.

Mayland Community College would love for you to be a part of our Medical Advisory Committee as we move ahead to better serve the needs of our community and the medical care delivered to our citizens. We are asking that you assign one commissioner to represent your county on our committee. Members can attend meetings in person, via skype, or by conferencing in. Once the committee is formed, I will be in touch about scheduling our first meeting. Thank you so much and I look forward to hearing from each of you.

Respectfully,

Josh Cooke RN, NR-P, CCEMT-P, PNCCT-P, A.A.Sc.-EMS
EMS Program Director – Mayland Community College

jcooke@mayland.edu

Office: 828-766-1230

Fax: 828-766-3793

www.mayland.edu

RESOLUTION OF YANCEY COUNTY BOARD OF COMMISSIONERS

WHEREAS, the Second Amendment of the United States Constitution reads, “A well regulated Militia, being necessary to the security of a free state, the right of the people to keep and bear Arms, shall not be infringed.” and

WHEREAS, the United States Supreme Court in *District of Columbia v. Heller*, 554 U.S. 570 (2008), affirmed an individual’s right to possess firearms, unconnected with service in a militia, for traditionally lawful purposes, such as self-defense within the home, and

WHEREAS, the United States Supreme Court in *McDonald v. Chicago*, 561 U.S. 742 (2010), affirmed that the right of an individual to “keep and bear arms,” as protected under the Second Amendment, is incorporated by the Due Process Clause of the Fourteenth Amendment against the states, and

WHEREAS, the United States Supreme Court in *United States v. Miller*, 307 U.S. 174 (1939), opined that firearms that are part of ordinary military equipment, or with use that could contribute to the common defense are protected by the Second Amendment, and

WHEREAS, Article I, Section 30, of the Constitution of North Carolina provides that “a well regulated militia being necessary to the security of a free State, the right of the people to keep and bear arms shall not be infringed,” and

WHEREAS, Article I, section I, of the Constitution of North Carolina reads “We hold it to be self-evident that all persons are created equal; that they are endowed by their Creator with certain inalienable rights; that among these are life, liberty, the enjoyment of the fruits of their own labor, and the pursuit of happiness,” and

WHEREAS, Article I, section 2 of the Constitution of North Carolina reads “All political power is vested in and derived from the people; all government of right originates from the people, is founded upon their will only, and is instituted solely for the good of the whole”, and

WHEREAS, certain legislation that has or may be introduced in the North Carolina General Assembly, and certain legislation which has or may be introduced in the United States Congress could have the effect of infringing on the rights of law abiding citizens to keep and bear arms, as guaranteed by the Second Amendment to the United States Constitution and Article I, Section 30 of the Constitution of North Carolina, and

WHEREAS, the Yancey County Board of Commissioners is concerned about the passage of any bill containing language which could be interpreted as infringing the rights of the citizens of Yancey County to keep and bear arms, and

WHEREAS, the Yancey County Board of Commissioners wishes to express its deep commitment to the rights of all citizens of Yancey County to keep and bear arms, and

WHEREAS, the Yancey County Board of Commissioners wishes to express opposition to any law that would unconstitutionally restrict the rights of the citizens of Yancey County to keep and bear arms, and

WHEREAS, the Yancey County Board of Commissioners wishes to express its intent to stand as a Constitutional Rights Protection County for Second Amendment rights and to oppose, within the limits of the Constitution of the United States and of the State of North Carolina, any efforts to unconstitutionally restrict such rights, and to use such legal means at its disposal to protect the rights of the citizens of Yancey County to keep and bear arms, including through legal action, the power to appropriate public funds, the right to petition for redress of grievances, and the power to direct the law enforcement and employees of Yancey County to not enforce any unconstitutional law.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Yancey County North Carolina:

That the Yancey County Board of Commissioners hereby declares Yancey County, North Carolina, as a "Constitutional Rights Protection County", and

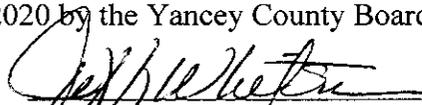
That the Yancey County Board of Commissioners hereby expresses its intent to uphold the Second Amendment rights of the citizens of Yancey County, North Carolina, and

That the Yancey County Board of Commissioners hereby expresses its intent that public funds of the county not be used to restrict the Second Amendment rights of the citizens of Yancey County, or to aid federal or state agencies in the restriction of said rights, and

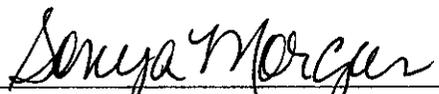
That the Yancey County Board of Commissioners hereby declares its intent to oppose any infringement on the right of law-abiding citizens to keep and bear arms using such legal means as may be expedient, including, without limitation, court action.

The undersigned clerk of the Board of Commissioners of the County of Yancey, hereby certifies that the resolution set forth above was adopted during an open meeting on February 10, 2020, by the Board of Commissioners with the following votes: 4 FOR 1 AGAINST.

ADOPTED this the 10th day of February 2020 by the Yancey County Board of Commissioners.



Jeff Whitson, Chairman



Sonya Morgan, Clerk to the Board





MOUNTAIN COMMUNITY HEALTH PARTNERSHIP

MCHP was formed in 2017 by the joining of Celo Health Center with Bakersville Community Medical Clinic.

MCHP is a Federally Qualified Health Center (FQHC) serving Yancey and Mitchell Counties. It receives federal funding to provide medical services for the uninsured and underinsured regardless of their ability to pay. Anyone at or below 200% of the Federal Poverty Level (FPL) receives a discount on the cost of seeing a provider. If at 100% or below of FPL they pay a nominal fee of only \$15

Sites

Celo Health Center
Spruce Pine Health Center
Bakersville Health Center

Services Provided

Primary Medical Services
Behavioral Health Services
Substance Abuse Disorder Services
Medication-Assisted Treatment (MAT)
Community Health Workers

Active Patients

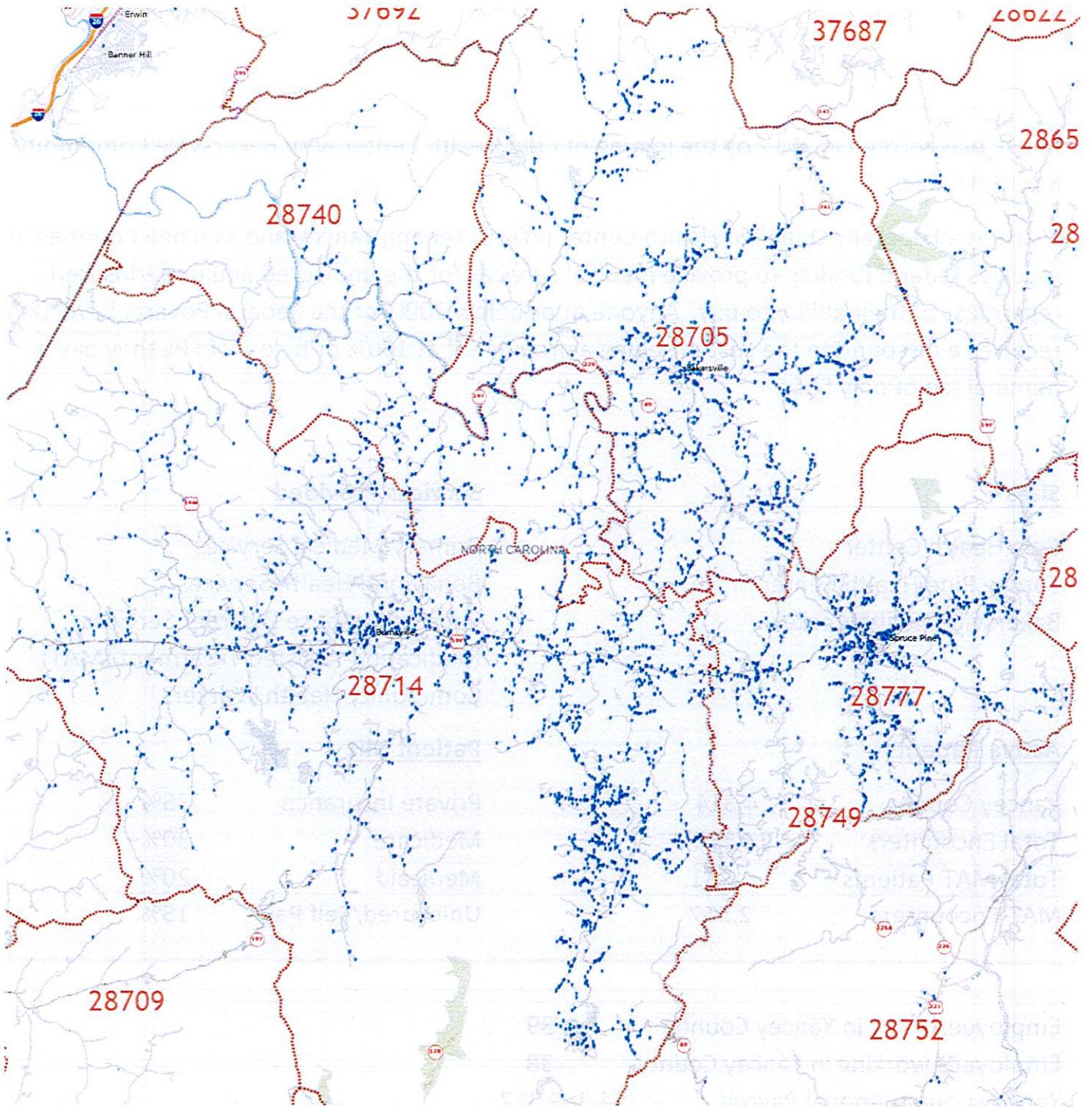
Yancey County	4,314
Total Encounters	14,150
Total MAT Patients	231
MAT Encounters	2,557

Patient Mix

Private Insurance	35%
Medicare	30%
Medicaid	20%
Uninsured/Self Pay	15%

Employees living in Yancey County	39
Employees working in Yancey County	38
Yancey County Annual Payroll	\$4,389,312

MCHP Patient Map



SCHEME B - UPDATED

01.28.2020

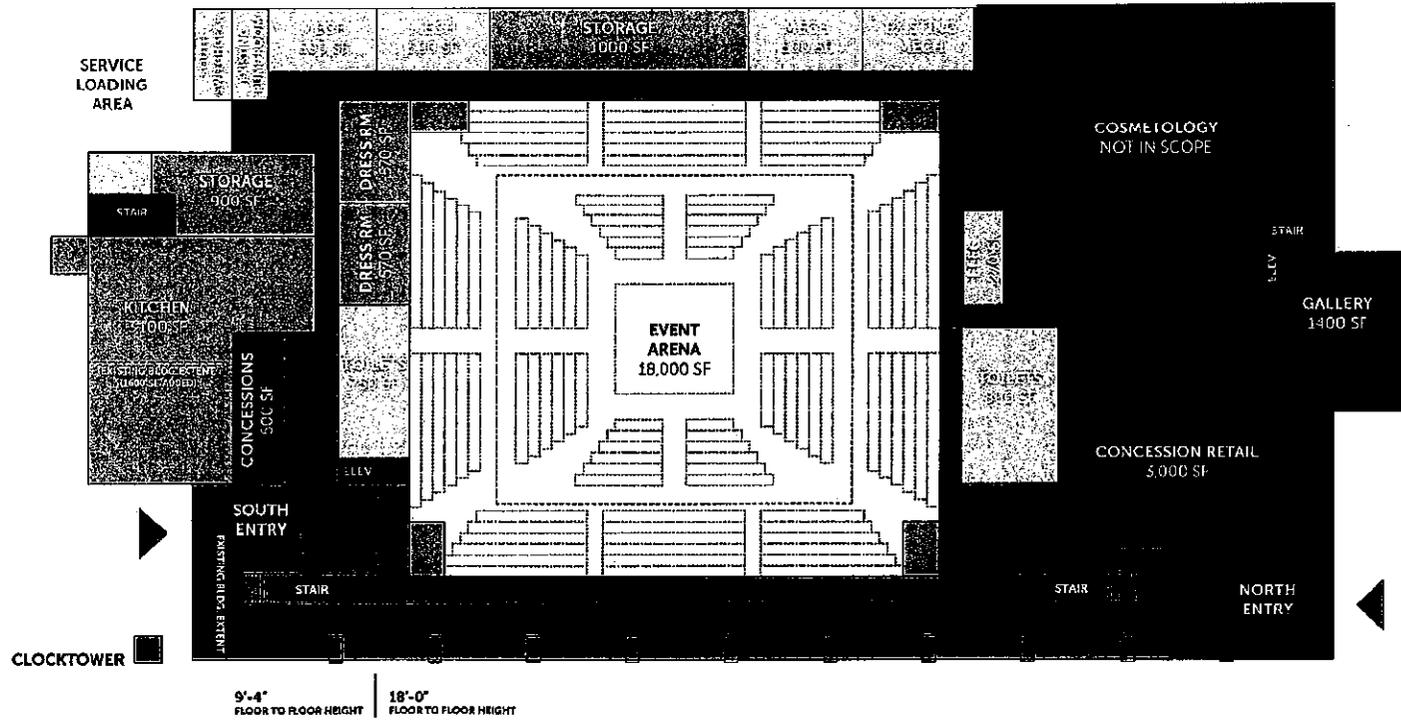


CLARKNEXSEN

Attachment A

PLAN UPDATES PER 2/28 MTG:

1. SWITCHED STORAGE AND DRESSING ROOMS
2. ELEVATOR RELOCATED TO SERVE EXISTING SECOND FLOOR OF MECHANICAL VOLUME
3. 'FOOD RETAIL' RENAMED 'CONCESSION RETAIL'
4. PROPOSED LOCATION FOR CLOCKTOWER



SCHEME B - LEVEL 1

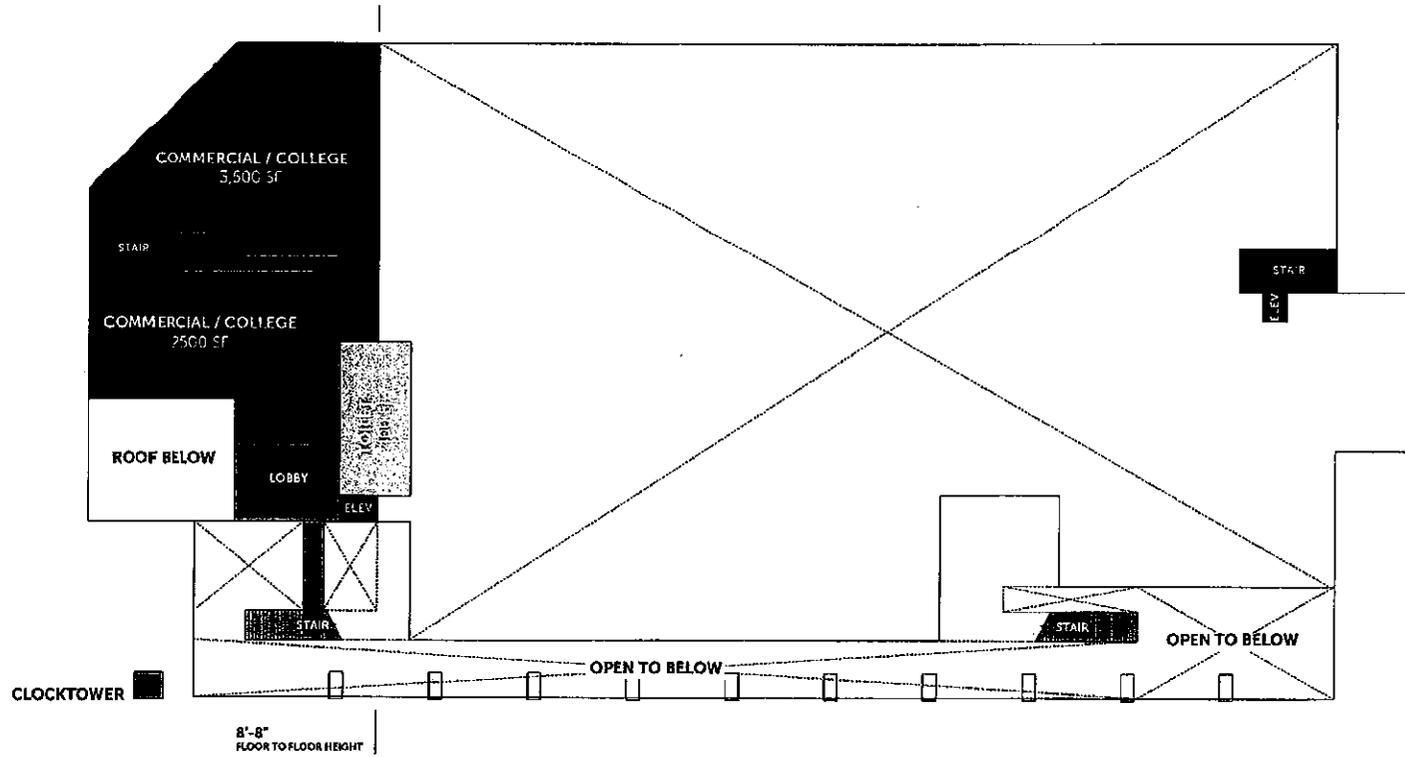
01.28.2020



CLARKNEXSEN

PLAN UPDATES PER 2/28 MTG:

- 1. SOUTH TOILETS STACK**
- 2. ELEVATOR RELOCATED**
- 3. PROPOSED LOCATION FOR CLOCKTOWER**

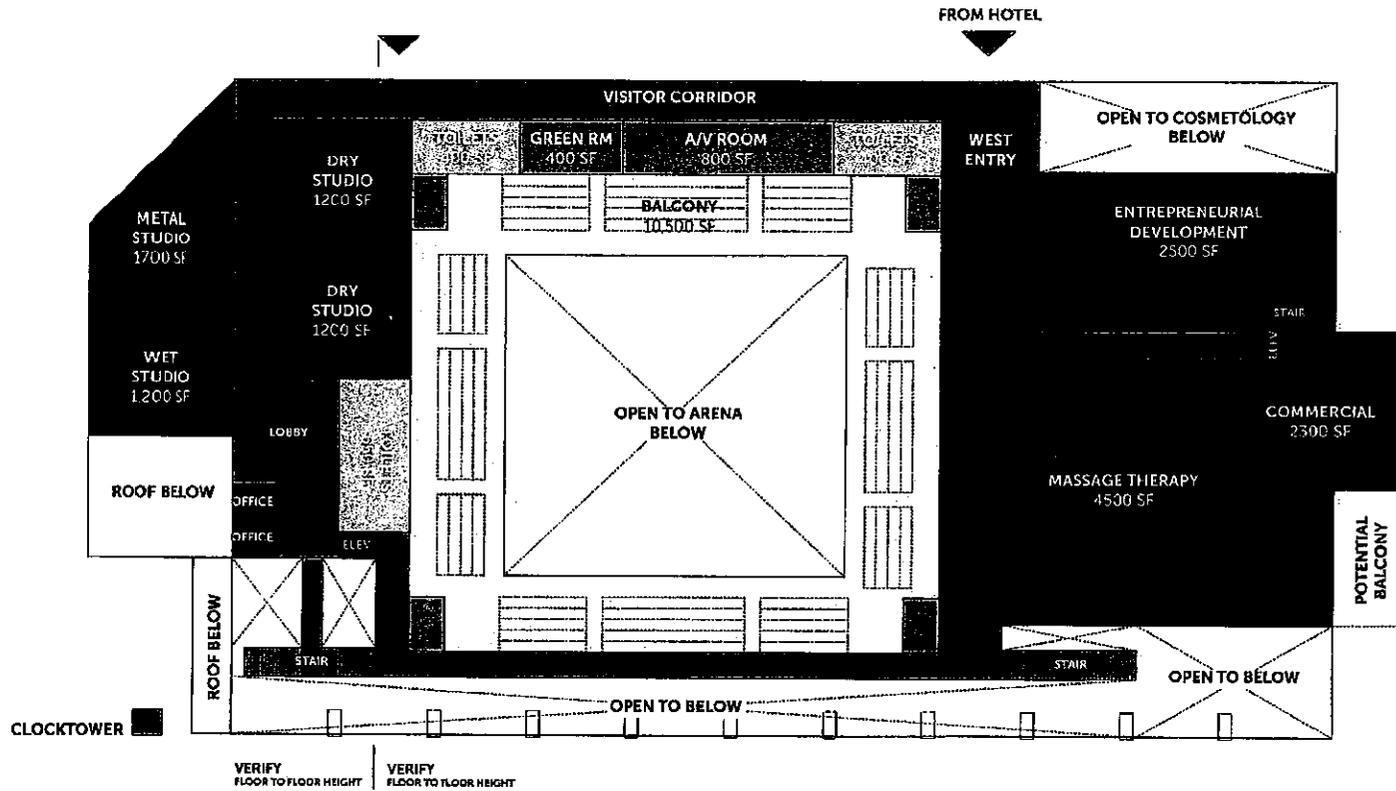


SCHEME B - LEVEL 2

01.28.2020

PLAN UPDATES PER 2/28 MTG:

1. SOUTH TOILETS STACK
2. ELEVATOR RELOCATED
3. PROPOSED LOCATION FOR CLOCKTOWER
4. COMMERCIAL RELOCATED TO SECOND FLOOR OF EXISTING MECHANICAL VOLUME
5. MESSAGE THERAPY RECONFIGURED SO THAT IT WILL STILL GET DAYLIGHT
6. 2 OFFICES ADDED TO FOLK ART PROGRAM - CONFIRM ADEQUATE NUMBER
7. REDUNDANT CORRIDOR ELIMINATED

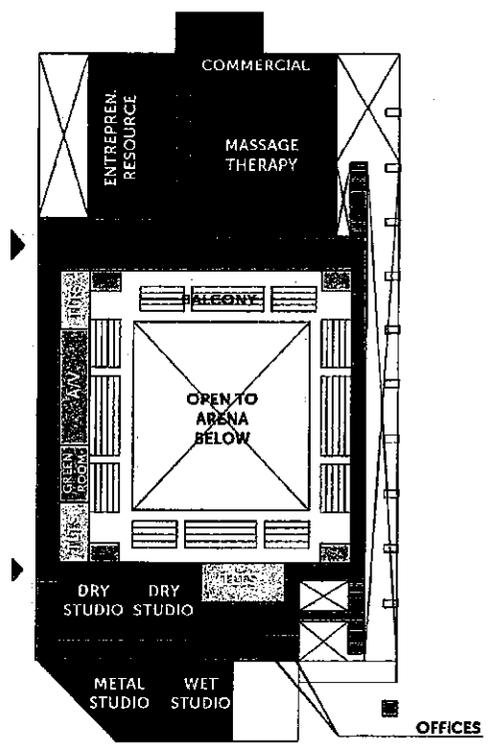
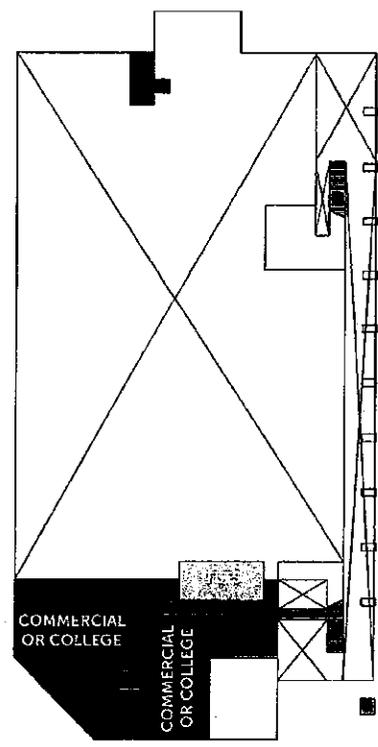
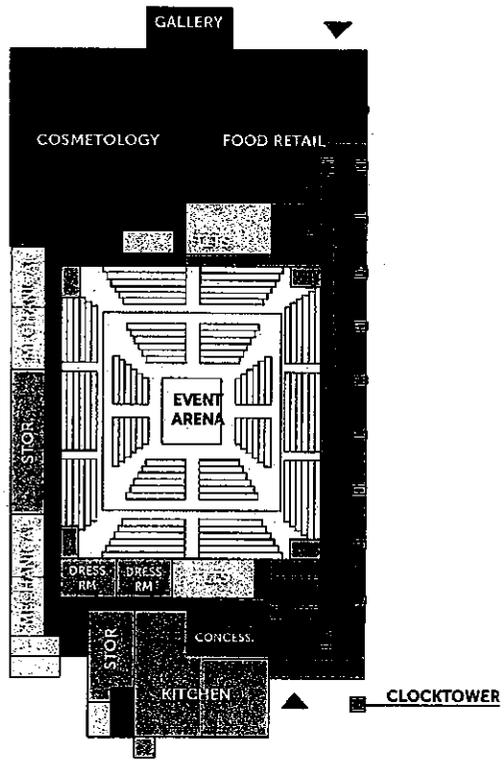


SCHEME B - LEVEL 3

01.28.2020



CLARKNEXSEN



SCHEME B

01.28.2020



**PYRO SHOWS
MATERIAL CONTRACT
STATE of TENNESSEE
COUNTY of CAMPBELL**

THIS AGREEMENT made this 10th day of February, 2020, by and between **PYRO SHOWS, Inc.**, a Tennessee corporation with its principal place of business at P.O. Box 1776, LaFollette, State of Tennessee (hereinafter **PYRO SHOWS**), and **YANCEY COUNTY**, with its principal place of business at 110 Town Square, Room 11, Burnsville, State of North Carolina, hereinafter referred to as the "Customer".

In consideration of the mutual promise and undertakings set forth herein, the parties agree as follows:

I. DESCRIPTION AND QUANTITY: Customer hereby orders the following products in the specified quantities at the indicated prices:

Type: Display Fireworks 1.3g Sales Order #: 20-NC-07-04-M-6000-000166

Display Date(s): July 4, 2020

Payment Terms: YANCEY COUNTY shall pay PYRO SHOWS \$6,000.00 plus applicable taxes in the amount of \$0 for a grand total of \$6,000.00 according to the terms of this agreement. Customer shall submit a 50% deposit in the amount of \$3,000.00 upon return of signed contract by March 10, 2020. Balance will be due in the PYRO SHOWS day or upon receipt of 1.3G product.

Method of payment: By check and must be made payable to PYRO SHOWS, INC.

Taxes: Customer shall be responsible for all applicable sales taxes.

II. DELIVERY AND RISK OF LOSS: The material shall be delivered to Customer at Customer's expense. Risk of loss shall pass to Customer as soon as Customer is in possession of product.

III. COMPLIANCE WITH LAW AND REGULATIONS: In the event that Customer intends to use the material governed by this Agreement in a place or in a manner in which approval is required by any laws, regulations, codes or ordinances, Customer shall apply for the approval to the appropriate agency, officer, or authority promptly upon the execution of this Agreement and shall provide PYRO SHOWS with a copy of the permit, license or other approval so obtained. Customer shall not use the material until all required documented approval(s) are received. Customer agrees to comply with all NFPA 1123-10 and will abide by all fireworks safety codes. It is the responsibility of all persons who handle hazardous materials to know and follow all approved safety procedures and to comply with all applicable federal, state, and local laws, regulations and ordinances. Customer hereby represents that he/she is fully aware of all dangers and that all materials will be handled and used strictly in accordance with all applicable laws and regulations, and that Customer and all subsequent handlers and users shall possess all applicable licenses and permits.

IV. INDEMNIFICATION: Customer agrees to indemnify and hold harmless Pyro Shows, its directors, officers, employees and agents from all costs, damage or expenses, direct or indirect, arising from the injury to persons or their property. At Pyro Shows' sole discretion, Pyro Shows may furnish advice or assistance regarding the handling or use of the materials. It is understood, however, that all such advice or assistance is rendered without compensation or control and that Pyro Shows assumes no obligation or liability by reason of such advice or assistance given.

V. SAFETY: Customer acknowledges his/her understanding of safety precautions for handling, storing, and detonating 1.3G display fireworks. Furthermore, Customer has read and understands "*Warnings for Operating 1.3G Fireworks*" incorporated in this agreement and attached herein as "Addendum A". All terms and conditions set forth on any addendum attached to this agreement are made part of this agreement and incorporated by reference herein.

VI. CUSTOMER/BUYER STATEMENT:

- a. I am over 21 years old;
- b. I understand the nature, characteristics, safety precautions, and health hazards of the materials ordered;
- c. I am legally qualified to receive, and will legally use the materials ordered;
- d. I understand that neither me, nor any employee, extend any warranties, expressed or implied;
- e. I agree to hold Pyro Shows Inc. and all employees harmless for any claims, alleged or proven, resulting in any way from the sale or use of any items purchased;
- f. I agree that this statement applies equally to past and future sales;
- g. I understand and agree to all terms in this statement.

All PYRO SHOWS products sold and shipped will be on the representation of the buyer and that the same will be used strictly in accordance with laws of the state of destination. PYRO SHOWS shall not be liable in any civil action for ANY accident or injury occasioned during the transportation, handling, storage, sale, or use of merchandise.

Customer/Buyer is also fully aware of the danger involved in the use and handling of 1.3g products, and shall take all responsibility for any accident, damage, or death resulting from the subsequent use or abuse of the material purchased.

It is the responsibility of all persons who use the PYRO SHOWS materials to know and follow all approved safety procedures and to comply

with all applicable federal, state, and local laws, regulations and ordinances.

Upon request, PYRO SHOWS will furnish such technical advice or assistance as it deems appropriate in reference to the use of its product by buyer. It is expressly understood, however, that all such technical advice or assistance is rendered without compensation and Pyro Shows, Inc. assumes no obligation or liability for such advice or assistance given or obtained.

IN WITNESS WHEREOF, this agreement is executed in duplicate the date shown above.

PYRO SHOWS, Inc.

BY: _____ DATE: _____, 2020
Michael E. Walden

CUSTOMER

BY: _____, 2019 _____ DATE _____, 2020
Signature Printed Name

The undersigned individual (hereinafter called the "Guarantor") unconditionally guarantees all of the obligations entered into by the Customer in the contract between YANCEY COUNTY, Customer, and PYRO SHOWS, dated February 10, 2020. The guarantor agrees that if the Customer defaults he will pay all sums due to and owing under contract, including all cost of collection and reasonable attorney's fees. He agrees to unconditionally guarantee all of the obligations entered into by the Customer as if he were the Customer in the event Customer defaults or fails to pay the agreed contract price.

IN WITNESS whereof, this agreement is executed in duplicate this the _____ day of _____, 2020.

SIGNATURE OF GUARANTOR

SIGNATURE OF GUARANTOR

RESIDENCE ADDRESS

RESIDENCE ADDRESS

WARRANTY EXCLUSIONS

Customer understands that PYRO SHOWS is not the manufacturer of the material governed by this Agreement.

THIS IS NO WARRANTY BY PYRO SHOWS THAT ANY OF THE MATERIAL HEREIN SOLD IS MERCHANTABILITY OR FIT FOR A PARTICULAR PURPOSE. SUCH GOODS ARE SOLD "AS IS." CUSTOMER IS NOT RELYING UPON ANY REPRESENTATION, STATEMENT OR ANY OTHER ASSERTION WITH RESPECT TO THIS NATURE OF QUALITY OF THE MATERIAL SOLD HEREIN. CUSTOMER IS RELYING SOLELY UPON ITS EXAMINATION AND ITS TESTING OF SUCH MATERIAL. NO CLAIM OF ANY KIND, WHETHER AS TO MATERIAL DELIVERED OR FOR NONDELIVERY OF MATERIAL, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE OF THE MATERIAL IN RESPECT OF WHICH SUCH CLAIM IS MADE. IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

**ADDENDUM A
WARNINGS FOR OPERATING
1.3G FIREWORKS**

NEVER ATTEMPT TO HANDLE, TRANSPORT OR OPERATE FIREWORKS WHEN INTOXICATED OR UNDER THE INFLUENCE OF DRUGS.

1) Storage:

Fireworks stored in an area with temperatures in excess of 180 degrees Fahrenheit, and/or 50% or more humidity in the air will result in chemical reactions and may become unstable causing ignition, malfunction during operation, or premature explosion of this item.

2) Handling:

Fireworks are explosive substances and should always be handled with the utmost caution. Never THROW, ROLL or use a HOOK on the cartons and never transport, unpack or store close to fire and hot items such as a heater pipe. All persons who handle these fireworks should have had at least two years of supervised training with display fireworks and display fireworks safety. All persons who handle these fireworks should wear fire retardant gear from their hard-hats to fireproof boots.

3) Inspection:

Inspection is mandatory and must be performed on all shells before use.

Step 1: Check whether the shells are or have been wet. Do not attempt to use wet or moist shells.

Step 2: Check to see if there are any tears, especially the casing containing the lifting charge. If you find any leaks of black powder, then these shells should NEVER be used.

Step 3: Check to see if the black match or boxed finale appears to be normal (Ex. A breakage in black match or black match does not touch the lifting charge etc). If you find any breakage or tear in the black match, do not attempt to use this shell.

4) Loading of shells into mortar:

Shells are to be loaded carefully and slowly with the lifting charge facing the bottom of the mortar. When using boxed finales, make sure to follow the instructions on the box. Each shell size must have its own mortar. For example, NEVER attempt to use a 5 inch mortar for a 4 inch shell. Shells over 8 inches should be loaded into the mortar with a rope. Make sure that the shells have reached the bottom of the mortar. NEVER expose any part of your body above the mouth of the mortar. Have a second person supervise the loading of a shell into the mortar as a safety measure. When reusing the same mortar after firing a shell, make sure that there are no remnants of the previous shell inside and around the mortar.

5) Establishment of minimum danger zone between audience and launch site(s):

PYRO SHOWS insists that the following distances be used as a standard guideline for measuring danger zone between the audience and launch sites(s). These distances may increase with varying weather conditions such as wind, humidity, etc.

Shell Size in Inches	Minimum Distance in Feet (Radius)
Under 3	200
3	210
4	280
5	350
6	420
8	560
10	700

6) After the display:

IMPORTANT

NEVER LET ANY SPECTATOR INSIDE THE DANGER ZONE BEFORE, DURING, AND AFTER THE DISPLAY. FIRST, INSPECT TO SEE IF ANY UNDETONATED FIREWORKS ("DUDS") HAVE FALLEN TO THE GROUND. IF THERE ARE ANY, COLLECT THEM AND DISPOSE OF THEM. WARN ALL SPECTATORS BEFORE THE DISPLAY AND AFTER THE DISPLAY TO STAY AWAY FROM DUDS AND TO REPORT THEM TO THE APPROPRIATE AUTHORITIES SO THAT THEY CAN BE SAFELY DISPOSED. A SPECTATOR (ESPECIALLY CHILDREN) MAY PICK UP A DUD AND MAY TAKE IT HOME AS A SOUVENIR. MAJOR INJURIES HAVE OCCURRED THIS WAY.



Pyro Shows, Inc
 PO Box 1776
 LaFollette, TN 37766

Deposit Invoice

Date	S.O. Number
2/10/2020	20NC000166

Name / Address
Yancey County 110 Towne Square - Room 11 Burnsville, NC 28714

Project	P.O. No.	Show Date	Terms
	Independence 2020	7/4/2020	50% Dep w/Contract
Description	Deposit Due	Total	
Deposit Due per Contract Agreement - Yancey County Material Only Independence Celebration 07/04/2020 Contract #20NC07-04M6000-000166 Total: \$6,000.00 Out-of-state sale, exempt from sales tax	3,000.00	3,000.00	
	0.00%	0.00	
We appreciate your prompt payment.		Total	\$3,000.00



Pyro Shows, Inc
 PO Box 1776
 LaFollette, TN 37766

Deposit Invoice

Date	S.O. Number
2/10/2020	20NC000166

Name / Address
Yancey County 110 Towne Square - Room 11 Burnsville, NC 28714

Project	P.O. No.	Show Date	Terms
	Independence 2020	7/4/2020	50% Dep w/Contract
Description	Deposit Due	Total	
Deposit Due per Contract Agreement - Yancey County Material Only Independence Celebration 07/04/2020 Contract #20NC07-04M6000-000166 Total: \$6,000.00 Out-of-state sale, exempt from sales tax	3,000.00	3,000.00	
	0.00%	0.00	
We appreciate your prompt payment.		Total	\$3,000.00

Shell Summary

The sizes and quantities of fireworks in your show.

Yancey County Independence Day Saturday, July 4, 2020

\$6,000.00

<u>SHELL SIZE</u>	<u>MAIN BODY</u>	<u>TOE RIVER CAMPGROUND</u>	<u>FINALE</u>	<u>TOE RIVER CAMPGROUND</u>	<u>TOTAL</u>
3"	90	110	150	30	380
4"	90	0	10	0	100
5"	40	0	8	0	48
TOTAL AERIAL SHELLS					528

Fireworks 1.3 G Display

Largest Shell: 5"

Safety Radius: 350'



	PROPOSED NEW FEE	YC PRESENT
New Construction on slab or crawlspace	200 + .16 sq ft ^ 1000 heated + .10 sq foot unheated	150.00 + .14/.07
New Construction on full basement	250 + .16 sq ft ^ 1000 heated + .10 sq ft unheated	150.00 + .14/.07
ADDITIONS/Renovations/Remodeling	175.00 + .16 sq ft heated	150.00 + .14
Decks, workshops, detached garage, barns, storage, etc	125.00 + 75 each additional trade	.07 sq foot unheated
SW mobile homes + add \$75 over basement	125	100
Double Wide + add \$75 over basement	175	175
Mobile Home Park	100 ea trailer space includes electrical & plumbing	
Modular Homes	200 + .16 sq ft ^ 1000 heated sq ft + .10 sq ft unheated (basement)	150.00 + .14/.07
Electrical service up to 200 amps	100	75
Electrical service above 200 amps	125	100
Electrical reconnect	50	50
Plumbing	100	75
Mechanical/HVAC	100	75
Solar Panel attached to structure or ground mounted	100	75
Sprinkler	100	75
Fire Inspection	100	75
Sign Inspection	100	75
Pool	100	75
RV Pad Only (must have proof of septic system)	75.00 ea + electrical hookup	75
Re-Inspections	75.00 per trip	50
Flood/Watershed permit requiring field work	125	100
FAILURE TO OBTAIN PERMIT PRIOR TO CONSTRUCTION - residential	300	300
FAILURE TO OBTAIN PERMIT PRIOR TO CONSTRUCTION - commercial	999	999

Attachment P

COMMERCIAL

375.00 + .20 sq ft > 1000 sq ft

250.00 + .18

COMMERCIAL ADDITION/REMOVAL

300.00 + .20 sq ft > 1000 sq ft

200.00 + .18

REFUNDS - no refunds issued 6 months after permit issued

\$50 processing fee

none



United States Department of Agriculture

January 9, 2020

Dear County Manager,

The United States Department of Agriculture's Wildlife Services Program works directly with the North Carolina Wildlife Resources Commission to implement the Beaver Management Assistance Program (BMAP) throughout North Carolina. This program provides beaver damage management services to landholders at significantly reduced cost and prevents millions of dollars in land resource damages each year. More information about the program can be found at www.newildlife.org/BMAP.

BMAP is funded in large part by the NC Wildlife Resources Commission, but each county must opt into the program on an annual basis in order for its residents to receive beaver management services at reduced rates. The cost for counties to participate for the upcoming 2020-2021 year (July 1, 2020 through June 30, 2021) is \$6,000.

Please complete the requested information on the reverse side of this letter to indicate whether or not you intend to participate for the upcoming year. Thank you for your attention to this request; we look forward to hearing from you.

Sincerely,

Todd Menke
Assistant State Director
USDA APHIS Wildlife Services

Falyn Owens
Extension Wildlife Biologist
NC Wildlife Resources Commission





North Carolina Beaver Management Assistance Program Policies and Procedures Summary for Counties

The NC Beaver Management Assistance Program (BMAP) provides beaver damage management through a combination of fully funded and cost-share services in which state and federal agencies, counties, and individual landholders work together to address problems caused by beaver. Each year counties can opt into the program at their preferred participation level. More information about the program can be found online at the following link: www.ncwildlife.org/bmap.

Program Administration

Beaver damage management services are provided directly by USDA-Wildlife Services (WS). WS and NC Wildlife Resources Commission (WRC) share responsibility for administering the program under the direction of the Beaver Damage Control Advisory Board (NC Statute [113-291.10](#)). The program has been serving North Carolina citizens since 1993.



Cooperative Cost-Share

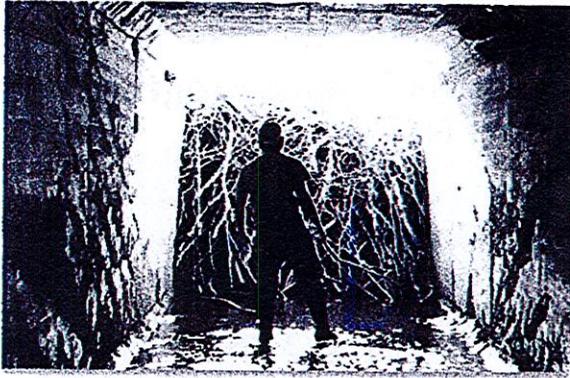
In participating counties, landowners experiencing beaver damage can receive BMAP services at a reduced cost-share rate. The cost of these services is shared between the landholder, participating counties, WS and the WRC. The roles of each entity are as follows:

Participating Counties

In FY 2020-21, counties that opt in to the BMAP must contribute a \$6,000 baseline participation fee that will be used to provide beaver damage management services to landholders at the reduced cost-share rate. BMAP services provided on state highways, roads, and bridges are funded separately out of NC DOT's maintenance budget, at no cost to counties. Each county receives an average of 11-15 completed projects in a year (6-8 DOT, 5-7 non-DOT). The number of projects will vary based on demand and availability of funding/personnel. Counties may arrange to receive additional expanded services by agreement with WS.

All NC counties receive a written letter each January inviting them to participate in the BMAP. To participate in the coming state fiscal year (July 1 – June 30), each county must:

- Provide written notification of their wish to participate no later than May 1 of each year.
- Establish a cooperative service agreement with WS no later than June 1 of each year.
- Submit payment of the \$6,000 participation fee to WS no later than July 31 of each year.
- Identify a representative to collaborate with WS personnel throughout the year to prioritize requests and facilitate implementation of the program in that county.



Landholders

In participating counties, landholders will:

- Request assistance with beaver damage management through the county representative or directly through WS personnel assigned to that area.
- Sign a cooperative service agreement (CSA) and a work initiation document giving written permission for WS to conduct this work on their lands.
- Provide funds according to the CSA for work conducted by WS personnel. Landholder cost-share fees are \$25 per visit (up to 15 visits per year) and \$125 per dam removed. An initial consultation is provided free of charge. Landowners are also provided guidance on addressing beaver damage themselves at no charge.

USDA Wildlife Services

WS implements the program by providing beaver damage management services directly to landholders.

- Notifies counties of their eligibility to participate no later than January 31 of each year.
- Hires and supervises professional wildlife specialists to conduct beaver damage management activities throughout the state.
- Maintains records of rendered services and expenses throughout the year.
- Reports annually on all BMAP activities to the WRC.

- Provides technical assistance regarding beaver damage management and non-lethal options for beaver damage control at no cost.

Wildlife Resources Commission

The WRC provides annual funding to be distributed for beaver damage management services among participating counties. Funds are distributed based on how many counties participate each year. For example, the WRC contributed \$385,000 from its general funds (license revenues) in FY 2019-20 and 44 counties chose to participate in BMAP. Each county then received approximately \$8,750 in beaver damage management services.

Prioritizing Requests for Assistance

Requests for assistance are generally addressed on a first-come, first-served basis with top priority placed on services that address threats to public health and safety, particularly along highway rights-of-way. DOT agreements are always prioritized in emergency situations, defined as when water is going over roads or water is threatening to reach the road within the next twenty-four hours. In general, the following priority rankings are observed when responding to requests for assistance:

- 1) State highways, roads and bridges
- 2) County-owned property in participating counties
- 3) Private property in participating counties
- 4) City/municipality-owned property in participating counties
- 5) Other property (e.g., publicly traded corporations)

Landholder Guarantee

BMAP activities are guaranteed for 30 days following the completion of a project. If a problem recurs within the guarantee period, the project is reworked at no additional charge.

Date: 31 January, 2020

Contact: Mason Gardner
Phone: 828-385-1915

The Yancey County Health Department in conjunction with North Carolina Department of Health and Human Services, Division of Public Health, and N.C. Department of Environmental Quality's Division of Water Resources are issuing a precautionary advisory pending a water quality investigation for the **Cane River** from the Town of Burnsville Waste Water Treatment Plant (812 Pine Swamp Rd) to, and including, the Cane River Park (258 Whittington Rd).

Significant issues with some equipment at the Waste Water Treatment plant has created the potential for discharge of waste into the Cane River with heavy rain or inflow.

There are no reports of fish kills in the river or of any ongoing spills. However, there may be times, such as after rain events, where sewage may enter the river. During these times there is an increased risk of health effects from contact with the river. To better understand the extent of the situation NCDEQ will monitor various points along the river to determine the extent of any potential impacts.

Until the water is tested and declared safe, environmental and public health officials recommend:

- Avoid swimming, wading or fishing in this section of the Cane River until further notice.
- Avoid skin contact with water, soil and sediment in or near the river.
- If skin comes in contact with contaminated sediment or water, thoroughly wash the affected area with soap and water.

For further information please contact the Yancey County Health Department at 828-682-6118

Attachment 5



WithersRavenel

Our People. Your Success.

December 2, 2019

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

Attn: Lynn Austin, County Manager

RE: WR 06180066.00
Contract Amendment 2 to Professional Services Agreement
East Yancey Sewer System Improvements

Dear Ms. Austin:

WithersRavenel is pleased to provide this amendment to the 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.

Sincerely

WithersRavenel

Randall D. Hintz, P.E.
Project Manager

84 Coxe Avenue, Suite 260 | Asheville, NC 28801
Office: 828.255.0313 | Mobile: 828.707.8388
Email: rhintz@withersravenel.com

Attachments:

Amendment to the Agreement for Professional Services

Yancey County

East Yancey Sewer System Improvements

Amendment 2 to Agreement for Professional Services

A. Description of Amendment

Yancey County (CLIENT) 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). The original AGREEMENT was dated November 26, 2018. This PROJECT has been fully designed and permitted by others, with a majority the improvements already constructed. The contracted scope of work associated with the original AGREEMENT includes bidding phase services and construction administration for the balance of the unconstructed portions of the designed and permitted project. Amendment 1 added efforts to renew expired permits to the AGREEMENT. The Standard Terms and Conditions of the base AGREEMENT shall apply to this amendment. This amendment associated with the PROJECT includes efforts to compile the necessary environmental documentation for a CDBG-format Environmental Review Record for an Environmental Assessment to secure funding from the Appalachian Regional Commission.

B. Scope of Services

Task 1 – Limited Environmental Screening and Completion of Environmental Assessment from Existing Documentation

A. CONSULTANT will provide the following services related to this task:

1. Limited Environmental Screening

- ▶ As part of the due diligence services associated with the funding requirements, CONSULTANT will complete a Limited Environmental Screen along the proposed corridor. The review will consist of government records search reviewing the subject site and surrounding vicinity for properties that could impact the proposed improvements. Note that this scope of work will meet the general requirements of ASTM 1527-13 with the exception of interviews of each property owner and detailed chain of title review of each parcel. It will include historical records analysis and regulatory records review.
- ▶ This task is not intended to be a Phase I ESA and will be limited to a government records review provided by Environmental Database Research, Inc. (EDR). This includes a map of the corridor that meets a reduced radius records requirement of ASTM E 1527-13. All databases will be searched a minimum of 750 feet each side of the proposed corridors, and those deemed a higher risk or required by the USDA or ASTM guidance, will be searched up to 1.0 miles on each side of the corridors.
- ▶ CONSULTANT will document the findings, identifying sites, or release incidents along the corridor that may negatively impact the project. Sites with incidents that are identified along the corridor will be investigated, including a review of pertinent and available Sanborn Maps and/or Aerial Photography provided by EDR along with the government records search. CONSULTANT will also complete any necessary

incident file reviews at the respective regulatory agencies in order to understand the release and potential impacts to project.

- ▶ CONSULTANT recommends a brief site visit before performing a driving reconnaissance of the entire corridor to verify the locations of the sites identified on the EDR Corridor Report and verify that there are no sites obviously omitted in the records search that have not been addressed. This reconnaissance is a cursory and not comparable to the site reconnaissance conducted during a Phase I ESA.
- ▶ CONSULTANT will prepare a letter report that summarizes the findings above and will include location maps of sites identified along with their relative risk as well as a summary table of the sites. It will summarize findings and make recommendations as to relative risk and recommendations. This report will be used in support of the "Statutory Checklist for Compliance with 24 CFR §58.5 – NEPA Related Federal Laws and Authorities" and "Environmental Review Record at the Community Level for Environmental Assessment Projects".

2. Environmental Assessment from Existing Documentation

- ▶ Research and review previous environmental documentation for the project, including the approved SRF Environmental Document, USACE 404 Nationwide Permit 12/Biological Assessment and USFWS Biological Opinion previously issued for the project.
- ▶ Complete specific section pertaining to natural/biological resources of the ARC "Statutory Checklist for Compliance with 24 CFR §58.5 – NEPA Related Federal Laws and Authorities" and "Environmental Review Record at the Community Level for Environmental Assessment Projects" utilizing the available environmental documentation, approvals and permits for the project completed by others, and submit to the ARC for approval.
- ▶ A field verification of the findings of the previous environmental documentation will not be completed by CONSULTANT, and is not anticipated. In the event that the ARC requires that the EA be based on recent environmental field reviews and correspondence, the services necessary will be completed under Task 2 – Environmental Site Review and EA Update.

Task 2 – Environmental Site Review and EA Update (If necessary)

A. CONSULTANT will provide the following services related to this task:

- ▶ Obtain preliminary site information including aerial photos, USGS Quadrangle Maps, Yancey County Soil Survey and Yancey County GIS data prior to conducting site visit.
- ▶ Review available data from the US Fish and Wildlife Service (USFWS), NC Wildlife Resource Commission (NCWRC) and NC Natural Heritage Program (NCNHP) to identify federally listed threatened and endangered species known to occur in Yancey County.
- ▶ Submit a project review request to the NCNHP to identify any known historic or current occurrences of federally listed threatened or endangered species within the project area or within 1.0 miles of the project area.
- ▶ Review available NCNHP GIS data to identify known occurrences of federally listed threatened or endangered species within 2.0 miles of the project.
- ▶ Complete review of available literature on habitat descriptions for federally listed threatened and endangered species known to occur in Yancey County.

- ▶ Conduct a site review to assess and map vegetative communities to identify potential habitat for federally listed threatened and endangered species.
- ▶ Conduct pedestrian survey of all potential habitat to determine presence/absence of federally listed threatened and endangered species.
- ▶ Coordinate with USACE, NCDWR and USFWS as necessary for concurrence with findings of environmental site review.
- ▶ Update EA based on current findings and submit to the ARC for approval.
- ▶ Amendment is based on the knowledge that a new wetland/stream delineation is not required, as the wetlands and streams within the project area have been approved through issuance of the USACE 404 NWP 12, which is valid until 03/18/2022.

Task 3 – Environmental Document Coordination, Public Notice, and Release of Funds

A. CONSULTANT will provide the following services related to this task:

- ▶ Use information gathered in Tasks 1 and 2 (if applicable) to finalize the 24 CFR §58.5 Statutory Checklist.
- ▶ Complete the Floodplain Management 8-Step Decision Making Process. This involves issuing a public notice and responding to comments.
- ▶ Complete the Environmental Review Record document for Environmental Assessment Projects and determine if the project will result in a Finding of No Significant Impact (FONSI) or Environmental Impact Statement (EIS). It is assumed that the Environmental Assessment will support a FONSI.
- ▶ Complete and issue Notice of Intent to Request Release of Funds (NOI/RROF) and Notice of FONSI. CONSULTANT to respond to any Agency comments.

C. Additional Services

Services that are not included in Section B or are specifically excluded from this 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 by the CLIENT in accordance with the Fee & Expense Schedule outlined in Exhibit II.

- ▶ EIS documentation
- ▶ In-depth Environmental Screening
- ▶ Remediation Plan
- ▶ Surveying services
- ▶ Boundary Surveying, Property Plats, Easement Documents
- ▶ Final design services
- ▶ Permitting services
- ▶ NCDOT Permitting
- ▶ HOA Coordination/Permitting
- ▶ Bidding services
- ▶ Execution of Construction Contract
- ▶ Construction Staking
- ▶ Construction Surveying
- ▶ Construction administration and observation services
- ▶ Material Testing

- ▶ Geotechnical Analysis
- ▶ Progress Meetings
- ▶ Review Pay Requests
- ▶ Resident Project Representative Services

D. Client Responsibilities

During the performance of the CONSULTANT's services under this 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
- ▶ Pay all permit/review fees directly
- ▶ 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. Lump Sum Fee

CONSULTANT proposes to provide the Scope of Services previously outlined on a lump sum fee basis as described in the following table. Compensation shall not exceed the total estimated compensation amount unless approved in writing by CLIENT.

Task Number	Task Name	Lump Sum Fee
1	Limited Environmental Screening and Completion of Environmental Assessment from Existing Documentation	\$11,100
2	Environmental Site Review and EA Update (If necessary)	\$6,500
Total		\$17,600

1. CONSULTANT may alter the distribution of compensation between individual phases noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the CLIENT.
2. The Lump Sum includes compensation for CONSULTANT's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and Consultant charges.



- 3. The portion of the Lump Sum amount billed for CONSULTANT's services will be based upon CONSULTANT's estimate of the percentage of the total services completed during the billing period.

B. Hourly Fee

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

Task Number	Task Name	*Hourly Fee Budget
3	Environmental Document Coordination, Public Notice, and Release of Funds	\$11,100
Total		\$11,100
*These Tasks are presented as an hourly fee with a budget due to the difficulty in estimating the hours required to adequately perform the task(s).		

- 1. CLIENT shall pay CONSULTANT for Basic Services by an amount equal to the cumulative hours charged to the PROJECT 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. CONSULTANT may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services rendered but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT.
- 3. 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.
- 4. 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.
- 5. 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.

C. Expenses

Expenses shall be considered reimbursable and include, but are not limited to the following:

Expense Name	Estimated Expense Budget
Prints	\$200
Mileage	\$200
Shipping/Delivery	\$100
Total	\$500

D. Fee Summary

Fee Type	Estimated Fee/Budget
Lump Sum Fee	\$17,600
Hourly Budget	\$11,100
Reimbursable Expenses Budget	\$500
Total	\$29,200

F. Timeline for Services

The professional services described herein shall be completed and submitted within a timeframe mutually agreed upon between the CLIENT and CONSULTANT.

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

Jeff Whitson
Printed Name

Chairman
Title

jeff.whitson@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:

2/11/20

Exhibit I – Standard Terms and Conditions
Exhibit II – Fee & Expense Schedule



EXHIBIT I

Standard Terms and Conditions

WithersRavenel, Inc.

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions (collectively referred to as the "Agreement") and, by accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default: The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission or inconsistency arising out of CONSULTANT's work or any other alleged breach of contract by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. Standard of Care: CONSULTANT shall perform Agreement for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. Waiver of Consequential Damages/Limitation of Liability: CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. Representations of CLIENT: CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT, and that such payments shall be made in a timely fashion.

6. Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT,

CONSULTANT shall make available to CLIENT copies of all plans and specifications.

7. Change Orders: CONSULTANT will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. CONSULTANT will give CLIENT written notice within ten (10) days of a Change Order of any resulting increase in CONSULTANT's fees.

8. Opinion of Cost/Cost Estimates: Since the CONSULTANT has no control over the cost of labor, materials, equipment of services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs and will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes greater assurances as to the amount of any costs, he shall employ an independent cost estimator to make such determination.

9. Assignment and Third Parties: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. Project Site: Should CLIENT not be owner of the project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the CLIENT or persons having possession of the site through the Owner which are related to such alteration or damage.

11. Access to Site: CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out his services.

12. Survival: All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and CONSULTANT's rights and remedies with respect thereto, shall survive completion of the expiration or termination of this Agreement.

13. Termination: Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.



14. **Severability:** If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

15. **No Waiver:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or difference in character.

16. **Merger, Amendment:** This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all integrated negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT

17. **Unforeseen Occurrences:** If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which, affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the scope of services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. **Force Majeure:** Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. **Safety:** CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

20. **Dispute Resolution/Arbitration:** Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration under the Federal Arbitration Act. Such claims and disputes shall first be subject to non-binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association.

21. **Independent Contractor:** In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

22. **Hazardous Substances:** CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project Site or the person in charge of the Project Site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the project site that may present a potential danger to the public, health, safety or environment except where required of CONSULTANT by law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of work under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination except to the extent that CONSULTANT has negligently caused such pollution or contamination.

23. **Choice of Law:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. **Construction Services:** If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the engineering standards for the Project, and shall not give rise to a claim against a contractor's failure to hold in accordance with the applicable plans, specifications or standards.

25. **Field Representative:** If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. **Submittals:** CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques or procedures of construction, including but not limited to, safety requirements.



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 / Reprod. / 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