

Minutes of the December 14 2015
Regular Meeting of the Yancey County Board of Commissioners
Held at 6:00 o'clock p.m. in the Yancey County Courtroom
Yancey County Courthouse, Burnsville, North Carolina

Present at the 14 December 2015 meeting of the Yancey County Board of County Commissioners were Chairman Johnny Riddle, Commissioner Jill Austin, Commissioner Byrl Ballew, Commissioner Randy Ollis, Commissioner Jeff Whitson, County Manager Nathan Bennett, Clerk to the Board Jason Robinson, County Planner Jamie McMahan, County Attorney Donny Laws, members of the press, and members of the general public.

Call to Order and Approval of Agenda

Chairman Riddle called the meeting to order and asked Commissioner Whitson to deliver the invocation. After the invocation, Commissioner Ballew led the Pledge of Allegiance. Chairman Riddle then asked for a motion to approve the agenda. Commissioner Austin made a motion to approve the agenda which was seconded by Commissioner Whitson. The vote to approve was unanimous (Attachment A).

Public Comment

The only person to speak before the Board was Marvin Taylor who spoke about the sheriff's office stealing from the taxpayers.

Consent Agenda

The Board next moved to the consent agenda portion of the agenda. On the consent agenda for December was the approval of the November 9th regular meeting, and the November 9th special meeting. In addition budget amendments numbers 1, 2, 3, and 4 were on the consent agenda (Attachment B). Also included was a Juvenile Crime Prevention Council budget amendment (Attachment C). The consent agenda also included a needs assessment by Yancey County Schools for facilities that is required by the North Carolina Department of Public Instruction, which is nonbinding upon the school system or the County (Attachment D). In addition, a Board appointment to the Rural Transportation Advisory Council (RTAC) was on the consent agenda (Attachment E). This position is currently held by Chairman Riddle who is eligible for reappointment. Also included in the consent agenda was the November tax collection report (Attachment F). Upon hearing the items on the consent agenda, Commissioner Whitson made a motion to approve the consent agenda and it was seconded by Commissioner Ollis. The vote to approve was unanimous.

Organizational Meeting

Chairman Riddle next stated that according to North Carolina General Statute that the Board had to have an organizational meeting each year to elect a chair and vice-chair for the Board. Chairman Riddle opened up the floor for nominations for chair. Commissioner Ollis made a nomination of Commissioner Johnny Riddle to remain chair. The nomination was seconded by Commissioner Austin and the vote for chair was unanimous. Chairman Riddle next opened up the floor for vice-chair and Chairman Riddle then nominated Commissioner Jill Austin to remain vice-chair. The nomination was seconded by Commissioner Ollis and the vote for vice-chair was unanimous.

Mayland Community College

The Board was next scheduled to hear from Dr. John Boyd with Mayland Community College but he was not able to attend the meeting. Chairman Riddle asked for a motion to table the item until a later time. Commissioner Austin made the motion and it was seconded by Commissioner Whitson. The vote to table was unanimous.

United States Forest Service

The Board next heard from Matthew McCombs, District Ranger for the Appalachian Ranger District. Mr. McCombs stated that he had been invited to the meeting to discuss wilderness designation and asked if the Board had questions. Commissioner Whitson had several question for Mr. McCombs about how the wilderness designation for areas of the national forest in Yancey County would affect emergency services, hunting, and payment in lieu of taxes (PILT) funding. Mr. McCombs responded that the biggest difference in a wilderness designation and what the areas were currently classified is that any motorized apparatus cannot be used in a wilderness area. Mr. McCombs stated that any designation would not affect the

amount of funding for the PILT program. Mr. McCombs reviewed the process for a wilderness designation and stated that the ultimate decision was up to the United States Congress, they are the only ones that can designate an area as wilderness. The roll that the National Forest Service takes is to recommend and manage areas as they are designated and to come up with the inventory of land that could be designated. Chairman Riddle allowed several members of the public to ask questions to Mr. McCombs and discussion followed. Following discussions, Commissioner Whitson read a resolution that he thought the Board would like to hear and take up possibly next month.

Emergency Medical Dispatch (EMD) Update

The Board next heard from Bill Davis, Emergency Management Director and Mark Thomas, E-911 Director concerning the implementation of the Emergency Medical Dispatch (EMD). Mr. Davis and Mr. Thomas began by giving the Board an update on the implementation process of EMD and how the process has been hindered by the County's current Computer Aided Dispatch (CAD) service CGI, which has led staff of the E-911 department to believe that everything is ready to go. When the company that provides EMD service came to install their software they informed County staff that the CAD vendor had not provided the correct interface. Commissioner Ollis had a question about the contract that the County has with CGI and County Attorney Donny Laws stated that he was not aware of a contract with CGI and that he didn't see a reason we couldn't go with another software vendor. Mr. Davis and Mr. Thomas stated that because of the delay caused by the County's current CAD vendor and other issues they have had with the vendor they would recommend going to a new CAD vendor, Southern Software. According to Mr. Mike Moody with Southern Software they could have a new CAD up and running with EMD between 90 and 180 days. He also stated the cost would be around \$200,000 to do a conversion. He also stated that about 75% of the cost would be paid for by the E-911 board. The Board was in agreement that a new CAD vendor was needed and directed Mr. Davis and Mr. Thomas to proceed with a quote for a conversion.

County Manager's Report

The Board next heard from County Manager Nathan Bennett. Mr. Bennett informed the Board that the initial three year contract with the North Carolina Division of Motor Vehicles (NCDMV) to operate the license plate agency has expired. The NCDMV now requires contracts to be for eight years for operation of the license plate agency with a 30 day termination notice by the County, whereas DMV can only terminate the contract for cause. Upon hearing from Mr. Bennett, Commissioner Ollis made a motion to approve the eight year contract with NCDMV contingent upon review and approval by the county attorney. Commissioner Whitson seconded the motion and the vote to approve was unanimous (Attachment G).

County Attorney Business

County Attorney Donny Laws informed the Board that the surplus real property auction was conducted on November 22nd and all of the surplus lots sold. According to Mr. Laws, all that is needed now is for the Board to approve the sale. Upon hearing from Mr. Laws, Commissioner Whitson made a motion authorize the chairman to execute all necessary documents to finalize the sale of the surplus real property lots. The motion was seconded by Commissioner Austin and the vote to approve was unanimous (Attachment H).

Commissioner Business

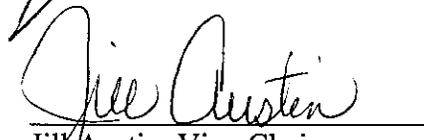
No commissioner had any business that they wished to share with the other Board members.

Adjournment

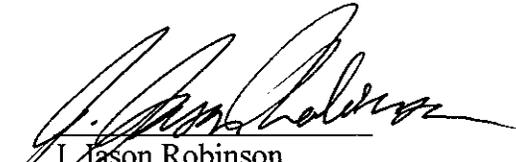
Having no further business Commissioner Austin made a motion to adjourn and it was seconded by Commissioner Ballew. The vote to adjourn was unanimous.

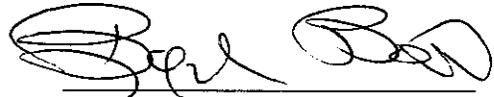
Approved and authenticated on this the 11th day of January 2016.


Johnny Riddle, Chairman


Jill Austin, Vice-Chairman

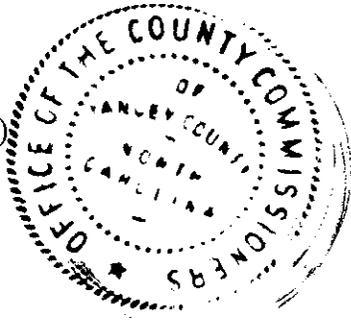
Attest:

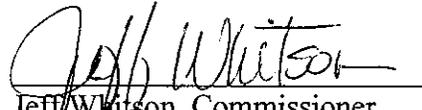

J. Jason Robinson
Clerk to the Board


Byrl Ballew, Commissioner


Randy Ollis, Commissioner

(county seal)




Jeff Whitson, Commissioner



AGENDA
YANCEY COUNTY BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING
December 14, 2015
6:00 P.M.

- I. Call to Order – Chairman Johnny Riddle
- II. Invocation and Pledge of Allegiance to the Flag
- III. Approval of the Agenda
- IV. Public Comment
- V. Consent Agenda
 - a. Approval of the Minutes- November 9th Regular and Special Meeting minutes
 - b. Budget Amendments #1, 2, 3, and 4
 - c. JCPC Budget Amendment
 - d. Yancey County Schools Long Term Facilities Plan
 - e. Board Appointment – Rural Transportation Advisory Committee (RTAC) – Johnny Riddle
 - f. November Tax Collection Report – Informational
- VI. **ORGANIZATIONAL MEETING OF THE BOARD OF COMMISSIONERS per N.C.G.S. 153A-39**
 - a. Election of Chairman
 - b. Election of Vice-Chairman
- VII. Mayland Community College – Dr. John Boyd, President
 - a. College Budget
- VIII. US Forest Service – Forest Service Plan Update – Matthew McCombs, District Ranger
- IX. Yancey County E-911 Department – Emergency Medical Dispatch (EMD) Update – Bill Davis, Emergency Management Director and Mark Thomas, E-911 Director
- X. County Manager Report – Nathan Bennett, County Manager
 - a. License Plate Agency Contract Renewal
- XI. County Attorney Report – Donny Laws, County Attorney
 - a. Surplus Real Property Auction Results
- XII. County Commissioners Report
- XIII. Adjourn

YANCEY COUNTY FINANCE OFFICE



110 TOWN SQUARE, ROOM 11, BURNSVILLE, NC 28714

PHONE (828)682-3819 • FAX (828)682-4301

FINANCE DIRECTOR, LYNNE E. HENSLEY • lhensley@yanceycountync.gov

FINANCE OFFICER, BRANDI BURLESON • bburleson@yanceycountync.gov

ASST. FINANCE OFFICER, LISA MILLER • lmiller@yanceycountync.gov

NOTES TO BUDGET AMENDMENT # 1

The purpose of this budget amendment is to adjust various revenues and expenditures that have changed since the adoption of the 2015-2016 Budget. Lines 1 & 2 cover the additional cost associated with a part-time employee to help with the revaluation process. Line # 3 is due to some additional legal expenses related to the East Yancey Water & Sewer process, # 4 is the construction completion for the Old Forest Service Building renovations. There was \$34,358 (line # 14) carried forward from the loan proceeds during the 14-15 Fiscal Year. The remainder of the cost is being covered by the overage in Medicaid Hold Harmless funding (line 15) received during the 14-15 Fiscal Year. Line 6 was the cost to replace the Control System in the jail which operated all doors, lights, etc. Lines 9 & 10 were to move all cost associated with the Comprehensive Recreation Grounds out of the Capital Projects Fund and into the General Fund. The net difference of this budget amendment is \$170,000 which increases the budget from \$21,099,674 to \$21,269,674.

NOTES TO BUDGET AMENDMENT # 2

This amendment increases various line items in the grant fund to cover new 100% grants received during the 2015-2016 Fiscal Year.

NOTES TO BUDGET AMENDMENT # 3

Amendment # 3 decreases the line items in the Capital Projects Fund to reflect the changes made in Budget Amendment # 1.

If there are any questions related to Budget Amendment # 1, 2, & 3 please feel free to call me at 682-3971 and I will answer any questions you may have.

Brandi Burleson
Finance Officer

YANCEY COUNTY COMMISSIONERS

BUDGET AMENDMENT # 1

FUND: GENERAL

As entered in the minutes of the Yancey County Board of Commissioners at a meeting on December 14, 2015.

EXPEND. CODE	ACCOUNT	INCREASE	DECREASE	
1	104140-5126	TAX OFFICE WAGES - TEMP	13,680.00	
2	104140-5126	TAX OFFICE - FICA/MED	1,047.00	
3	104150-519502	LEGAL FEES-EY W&S	6,000.00	
4	104190-524025	CONST-OLD FOREST SERVICE	170,000.00	
5	104200-5129	MISC EXPENSES	2,500.00	
6	104322-524011	R&M JAIL (OPERATING SYSTEM)	23,000.00	
7	104920-569928	INDUSTRIAL RETENTION	7,378.00	
8	106116-524012	R&M CRC PARKING LOT	2,380.00	
9	106125-555009	RECREATION GROUNDS-CAPITAL	105,000.00	
10	107000-600006	CONT TO CAPITAL PROJECT FUND		105,000.00
11	107000-600002	CONT TO GRANT FUND	11.00	
12	104200-5991	GENERAL FUND CONTINGENCY		55,996.00
13				
TOTALS		330,996.00		160,996.00
NET CHANGE			170,000.00	
CURRENT APPROP			21,099,674.00	
TOTAL APPROP AMENDED			21,269,674.00	

EXPEND. CODE	ACCOUNT	INCREASE	DECREASE	
14	104042-4498	CARRY FOR. OF LOAN PROC	34,358.00	
15	104042-4498	CARRY FOR. OF MED HOLD HAR	135,642.00	
16				
17				
18				
19				
20				
21				
TOTALS		170,000.00		0.00
NET CHANGE			170,000.00	
CURRENT APPROP			21,099,674.00	
TOTAL APPROP AMENDED			21,269,674.00	

0.00

YANCEY COUNTY COMMISSIONERS

BUDGET AMENDMENT # 2

FUND: CAPITAL PROJECTS

As entered in the minutes of the Yancey County Board of Commissioners at a meeting on December 14, 2015.

	EXPEND. CODE	ACCOUNT	INCREASE	DECREASE
1	224952-5260	OFFICE SUPPLIES	651.00	
2	224953-5260	OFFICE SUPPLIES	1,100.00	
3	226113-5678	COMM FOUND-FOOD & FARM	39,500.00	
4	224310-5601	GOV CRIME COMM-TABLETS	14,994.00	
5				
6				
		TOTALS	56,245.00	0.00

			INCREASE	DECREASE
7	224000-450046	JCPC ADMIN	640.00	
8	224000-450047	JCPC MTN CHALLENGE	1,100.00	
9	224000-450093	COMM FOUND FOOD & FARM	39,500.00	
10	224000-4001	CONT FROM GENERAL FUND	11.00	
11	224000-450010	GOV CRIME COMM TABLETS	14,994.00	
12				
13				
14				
		TOTALS	56,245.00	0.00

YANCEY COUNTY COMMISSIONERS

BUDGET AMENDMENT # 3

FUND: CAPITAL PROJECTS

As entered in the minutes of the Yancey County Board of Commissioners at a meeting on December 14, 2015.

	EXPEND. CODE	ACCOUNT	INCREASE	DECREASE
1	406121-566014	REC GROUNDS CAPITAL EXP		105,000.00
2				
3				
4				
5				
6				
		TOTALS	0.00	105,000.00

	EXPEND. CODE	ACCOUNT	INCREASE	DECREASE
7	404000-4001	CONT FROM GENERAL FUND		105,000.00
8				
9				
10				
11				
12				
13				
14				
		TOTALS	0.00	105,000.00

YANCEY COUNTY DEPARTMENT OF SOCIAL SERVICES

BUDGET AMENDMENT #4

DECEMBER 14, 2015

Attached find Budget Amendment #1 for YC DSS.

Narrative as follows:

- Increases in travel and training line items for required CEU and NC FAST.
- Restoration of the EA TANF WORK FIRST block grant program funding. This is a required program. The cost of the program is applied to meeting required MOE. The administrative expense is reimbursed with 100% federal funding.
- Increase in Family Re-Unification funds to 15-16 allocation reimbursed at 100%.
- New sub-contract for car maintenance.
- Funding for temporary staff at the LHLC CDC. Off-setting revenues average approximately 33%.

Denise Peterson

(This amendment and notes were provided by Denise Peterson, the County had to contribute an additional \$15,885 from contingency to offset the increase in expenditures. Various programs contributed to the increase along with an increase to the little Hands Learning Center.)

Brandi Burlison

YANCEY COUNTY COMMISSIONERS

BUDGET AMENDMENT # 4

FUND: GENERAL

As entered in the minutes of the Yancey County Board of Commissioners at a meeting on December 14, 2015.

EXPEND. CODE	ACCOUNT		INCREASE		DECREASE
1	105310-5267		OTHER SUPPLIES		3,000.00
2	105310-5312		TRAVEL EXPENSES	1,000.00	
3	105320-5126		SALARIES - TEMPORARY	3,000.00	
4	105320-5311		TRAVEL/MILEAGE	750.00	
5	105320-5395		TRAINING	250.00	
6	105320-5778		TANF-TEMP AID FOR NEEDY	8,200.00	
7	105330-5312		TRAVEL EXPENSES	500.00	
8	105330-5353		R&M AUTOS	6,600.00	
9	105330-5395		TRAINING	1,000.00	
10	105330-5798		FAMILY REUNIFICATION FUNDS	5,565.00	
11	105850-5126		SAL & WAGES - TEMP	5,000.00	
12	104200-5991		GENERAL FUND CONTINGENCY		15,855.00
13					
			TOTALS	31,865.00	18,855.00
			NET CHANGE		13,010.00
			CURRENT APPROP		21,269,674.00
			TOTAL APPROP AMENDED		21,282,684.00

REV CODE	ACCOUNT		INCREASE		DECREASE
14	104055-475002	ADM	ADMIN EXPEND REIMBSMNT		1,500.00
15	104055-475002	ADM	ADMIN EXPEND REIMBSMNT	3,800.00	
16	104055-475002	IMC	ADMIN EXPEND REIMBSMNT	3,000.00	
17	104055-475002	EA	ADMIN EXPEND REIMBSMNT	0.00	
18	104055-475002	SVS	ADMIN EXPEND REIMBSMNT	495.00	
19	104055-475002	SVS	ADMIN EXPEND REIMBSMNT	5,565.00	
20	104055-475301	CDC	CDC EXPEND REIMBSMNT	1,650.00	
21					
22					
			TOTALS	14,510.00	1,500.00
			NET CHANGE		13,010.00
			CURRENT APPROP		21,269,674.00
			TOTAL APPROP AMENDED		21,282,684.00

0.00

**Yancey County
2015-2016
Revised 11-2015**

NC DPS Juvenile Justice, County Funding Allocation

Available Funds: \$ \$73,048 Local Match: \$ \$19,889 Rate: 20%

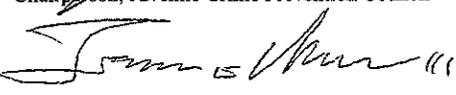
A Program Agreement Form for each program listed below is included as an attachment to the Community Prevention and Intervention Plan.

#	Program Provider	DJJDP Funding	LOCAL FUNDING			OTHER State/Federal	Total	% Non-DJJDP Program Revenues
			Local Cash County	Local Cash Other	Local In-Kind			
1	JCPC Administrative Funds	\$2,470					\$2,470	0%
2	Crossnore School	\$6,375	\$1,275				\$7,650	17%
3	Juvenile Mediation	\$3,781	\$756				\$4,537	17%
4	4-H Mountain Challenge	\$29,999	\$11,773				\$41,772	28%
5	Project Challenge	\$30,423	\$6,085				\$36,508	17%
6							\$0	#DIV/0!
7							\$0	#DIV/0!
8							\$0	#DIV/0!
9							\$0	#DIV/0!
10							\$0	#DIV/0!
TOTALS:		\$73,048	\$19,889	\$0	\$0	\$0	\$92,937	21%
Unallocated Funds		\$0						

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 2015-2016.

 12/14/15

 Chairperson, Juvenile Crime Prevention Council (Date)

 12/16/15

 Chairperson, Board of County Commissioners (Date)



2015-16 DPI Facility Needs Survey

Yancey County Schools Long Range Plan

Administrative Unit: Yancey County Schools (Unit 995)

I. Certification of Board of Education

The Yancey County Schools Board of Education hereby submits its Facility Needs Survey dated 11/16/2015 listing all improvements and additional facilities needed to accomodate projected enrollments through the 2020-21 school year and improvements to existing facilities to provide safe, comfortable environments that support the educational programs.

We do hereby certify that the needs identified herein are a true representation of our situation. Alternatives were considered and this plan provides the best balance between cost and benefit to our students. We understand that costs have been standardized to statewide averages to provide uniform comparisons.

Signed: 

, Chairman

12-7-15

Date

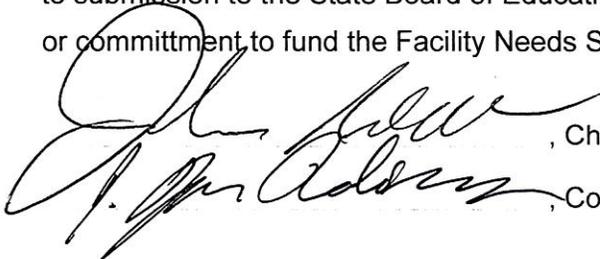
, Secretary, Ex-officio

12-7-15

Date

2. Certification of Board of County Commissioners

The Yancey County Board of Commissioners has received and reviewed a copy of this survey prior to submission to the State Board of Education. This does not necessarily constitute endorsement of or commitment to fund the Facility Needs Survey.



, Chairman

12/14/15

Date

, County Manager or Clerk

12/14/15

Date

Yancey County Schools Facilities Needs Survey 2015 Summary

Bald Creek Elementary School

	Priority	Projected Cost
◆ Renovate to add one Pre-K Classroom	0-5 years	\$ 50,000.00
◆ Covered area for students at drop-off/pick-up	0-5 years	\$ 25,500.00
◆ Pave parking areas	6-10 years	\$ 25,000.00
◆ New telephone system	6-10 years	\$ 7,000.00
◆ Replace boiler pipes	6-10 years	\$ 125,000.00

Bee Log Elementary School

	Priority	Projected Cost
◆ Renovate to add one Pre-K Classroom	0-5 years	\$ 50,000.00
◆ New sewer system	0-5 years	\$ 250,000.00
◆ Replace grease trap	0-5 years	\$ 25,000.00
◆ New telephone system	0-5 years	\$ 7,000.00

Burnsville Elementary School

	Priority	Projected Cost
◆ Renovate to add two Pre-K Classrooms	0-5 years	\$ 100,000.00
◆ New telephone system	0-5 years	\$ 21,000.00
◆ Replace hallway tile	6-10 years	\$ 5,000.00
◆ Re-finish gym floor	6-10 years	\$ 10,000.00

Clearmont Elementary School

	Priority	Projected Cost
◆ Renovate to add one Pre-K Classroom	0-5 years	\$ 50,000.00
◆ Correct drainage/guttering issue re:flood rooms	0-5 years	\$ 100,000.00
◆ Renovate student restrooms	0-5 years	\$ 60,000.00
◆ Renovate hallway to cafeteria	0-5 years	\$ 10,000.00
◆ New telephone system	0-5 years	\$ 7,000.00
◆ Replace windows throughout building	6-10 years	\$ 100,000.00
◆ Replace boiler pipes	6-10 years	\$ 125,000.00

Micaville Elementary School

	Priority	Projected Cost
◆ Renovate to add one Pre-K Classroom	0-5 years	\$ 50,000.00
◆ Construct new cafeteria building	0-5 years	\$ 1,455,992.00
◆ Renovate existing café to media center	0-5 years	\$ 50,000.00
◆ Replace boiler pipes	0-5 years	\$ 125,000.00
◆ Pave parking area	6-10 years	\$ 25,000.00
◆ Replace carpet in hallway	6-10 years	\$ 20,000.00

South Toe Elementary School

	Priority	Projected Cost
◆ Renovate to add one Pre-K Classroom	0-5 years	\$ 50,000.00
◆ New telephone system	0-5 years	\$ 7,000.00
◆ Fence/guard around septic area	0-5 years	\$ 3,000.00
◆ Replace boiler pipes	0-5 years	\$ 100,000.00
◆ Additional Storage Building	6-10 years	\$ 1,500.00
◆ New carpet in library & computer lab	6-10 years	\$ 10,000.00

Cane River Middle School

	Priority	Projected Cost
◆ Replace roof - Arts Building	0-5 years	\$ 25,000.00
◆ Drop ceiling in student restrooms	0-5 years	\$ 10,000.00
◆ Renovate baseball concession stand	6-10 years	\$ 5,000.00
◆ Pave parking at football field	6-10 years	\$ 60,000.00
◆ Replace AC units throughout building	6-10 years	\$ 260,000.00

East Yancey Middle School

	Priority	Projected Cost
◆ Replace roof - Arts Building	0-5 years	\$ 25,000.00
◆ Build baseball concession stand	6-10 years	\$ 20,000.00
◆ Pave parking on side road / parent pick-up	6-10 years	\$ 60,000.00
◆ Replace AC units throughout building	6-10 years	\$ 260,000.00

Mountain Heritage High School

	Priority	Projected Cost
◆ Renovate reception area for security reasons	0-5 years	\$ 25,000.00
◆ Repair roof leaks	0-5 years	\$ 15,000.00
◆ Replace flooring on breezeway with appropriate	0-5 years	\$ 50,000.00
◆ Addition - JROTC building - replace mobile	6-10 years	\$ 298,760.00
◆ Auxiliary Gym	6-10 years	\$ 1,639,300.00



Yancey County Schools Cost Summary (0 to 5 years)

Unit: 995		Priority	New School	Additions	Renovations	Furn/Eqpt	Land	Total
304	Bald Creek Elementary	1	0	338,957	29,070	28,448	0	\$396,475
308	Bee Log Elementary	1	0	338,957	321,480	28,448	0	\$688,885
312	Burnsville Elementary	2	0	677,914	23,940	56,896	0	\$758,750
316	Cane River Middle	2	0	0	40,968	0	0	\$40,968
320	Clearmont Elementary	2	0	338,957	201,780	28,448	0	\$569,185
324	East Yancey Middle	2	0	0	28,856	0	0	\$28,856
328	Micaville Elementary	2	0	1,677,152	199,500	290,761	0	\$2,167,413
330	Mountain Heritage High	2	0	0	102,885	0	0	\$102,885
336	South Toe Elementary	2	0	338,957	125,400	28,448	0	\$492,805
Totals:			0	3,710,894	1,073,879	461,449	0	\$5,246,222

**Yancey County Schools Cost Summary (6 - 10 years)**

Unit: 995		Priority	New School	Additions	Renovations	Furn/Eqpt	Land	Total
304	Bald Creek Elementary	3	0	0	207,480	0	0	\$207,480
312	Burnsville Elementary	3	0	0	17,955	0	0	\$17,955
316	Cane River Middle	3	0	0	374,205	0	0	\$374,205
320	Clearmont Elementary	3	0	0	256,500	0	0	\$256,500
324	East Yancey Middle	3	0	0	391,305	0	0	\$391,305
328	Micaville Elementary	3	0	0	79,800	0	0	\$79,800
330	Mountain Heritage High	3	0	2,771,406	1,025,990	232,600	0	\$4,029,996
336	South Toe Elementary	3	0	0	13,252	0	0	\$13,252
Totals:			0	2,771,406	2,366,487	232,600	0	\$5,370,493

Attachment E

Gary D. Blevins
Chairman of the Board

468 New Market Blvd.
Boone, NC 28607

Brenda Lyerly
Vice-Chairman

www.regiond.org



Johnny Riddle
Secretary

Voice: 800-735-8262

Valerie Jaynes
Treasurer

Phone: 828-265-5434
Fax: 828-265-5439

TO: Nathan Bennett, Yancey County Manager

FROM: David Graham
Transportation Planner

SUBJECT: Appointments for High Country RPO
Rural Transportation Advisory Committee

DATE: November 19, 2015

The High Country RPO's Rural Transportation Advisory Committee (RTAC) is the RPO's governing board, and is comprised of one county commissioner from each county, one municipal elected official from each county, one elected official from each municipality with a population of 10,000 or more, and one member representing the NC Board of Transportation.

Johnny Riddle, Yancey County Commissioner, has been serving as Yancey's Representative for the RTAC. Johnny's term is set to expire on December 31, 2015, therefore we request a County Commissioner to fill his vacancy on the RTAC. Please note that reappointment is possible.

The RTAC's regular meeting date/location is the third Wednesday of February, May, August, and December at the High Country Council of Government offices in Boone.

No procedure is spelled out in the RTAC bylaws that describes alternating representation among towns, process for selecting a county representative, etc. Therefore, decisions on appointments (or re-appointments) of county representatives on the RTAC are left to the county's administration and governing boards.

Please have the appointment to the RTAC selected prior to January 15, 2015 and notify me of this appointment. I will be glad to answer any questions you may have regarding this matter.

You may contact me at 828-265-5434, ext. 135 or dgraham@regiond.org.

cc: Phil Trew, Director of Planning and Development, High Country COG
Jason Robinson, Clerk to the County Board of Commissioners

Posting Report

11-01-2015 to 11-30-2015

I. Tax Collections + Releases

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
2008	\$167.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$167.52
2009	\$497.03	\$0.00	\$0.00	\$0.00	\$55.23	\$0.00	\$0.00	\$0.00	\$0.00	\$552.26
2010	\$497.03	\$0.00	\$0.00	\$0.00	\$55.23	\$0.00	\$0.00	\$0.00	\$0.00	\$552.26
2011	\$546.53	\$0.00	\$6.60	\$0.00	\$55.23	\$0.00	\$0.00	\$0.00	\$0.00	\$608.36
2012	\$2,751.79	\$0.00	\$6.01	\$0.00	\$55.23	\$0.00	\$0.00	\$0.00	\$0.00	\$2,813.03
2013	\$4,948.42	\$20.80	\$30.97	\$0.00	\$113.78	\$0.00	\$30.84	\$36.34	\$0.00	\$5,181.15
2014	\$7,782.06	\$70.04	\$125.56	\$0.00	\$263.01	\$40.86	\$66.39	\$0.00	\$0.00	\$8,347.92
2015	\$416,276.69	\$2,356.03	\$13,448.84	\$2,917.32	\$3,583.42	\$1,039.90	\$5,171.73	\$9,762.95	\$2,205.07	\$456,761.95
TOTAL	\$433,467.07	\$2,446.87	\$13,617.98	\$2,917.32	\$4,181.13	\$1,080.76	\$5,268.96	\$9,799.29	\$2,205.07	\$474,984.45

II. Releases

	Current Year	Prior Year	TOTAL
General Fund	\$1,923.12	\$294.35	\$2,217.47
Burnsville	\$7.21	\$2.40	\$9.61
West Yancey	\$49.05	\$22.80	\$71.85
Egypt/Ramseytown	\$0.00	\$0.00	\$0.00
Clearmont	\$3.50	\$0.00	\$3.50
Double Island	\$38.56	\$0.00	\$38.56
Newdale	\$29.11	\$0.00	\$29.11
South Toe	\$73.28	\$0.00	\$73.28
Pensacola	\$0.00	\$0.00	\$0.00
TOTAL	\$2,123.83	\$319.55	\$2,443.38

III. Net Tax Collections

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
TOTAL	\$431,249.60	\$2,437.26	\$13,546.13	\$2,917.32	\$4,177.63	\$1,042.20	\$5,239.85	\$9,726.01	\$2,205.07	\$472,541.07

Transaction Type Report

11-01-2015 to 11-30-2015

Year	General	Fire	Late	Principal	Interest	Advertising Cost	Legal Cost	Total
2008	\$167.52	\$0.00	\$0.00	\$167.52	\$46.62	\$0.00	\$0.00	\$214.14
2009	\$497.03	\$55.23	\$0.00	\$552.26	\$302.86	\$4.00	\$0.00	\$859.12
2010	\$497.03	\$55.23	\$0.00	\$552.26	\$273.30	\$4.00	\$0.00	\$829.56
2011	\$497.03	\$55.23	\$0.00	\$552.26	\$202.75	\$4.00	\$0.00	\$759.01
2012	\$2,706.74	\$55.23	\$0.00	\$2,761.97	\$188.75	\$4.00	\$0.00	\$2,954.72
2013	\$4,902.87	\$227.26	\$0.00	\$5,130.13	\$1,424.59	\$42.00	\$0.00	\$6,596.72
2014	\$7,627.81	\$558.74	\$0.00	\$8,186.55	\$759.46	\$56.00	\$9,656.66	\$18,658.67
2015	\$412,820.99	\$40,141.98	\$61.47	\$453,024.44	\$767.23	\$0.00	\$0.00	\$453,791.67
TOTAL	\$429,717.02	\$41,148.90	\$61.47	\$470,927.39	\$3,965.56	\$114.00	\$9,656.66	\$484,663.61

Adjustment / Release Report

11-01-2015 to 11-30-2015

Year	General	Late	Principal	Interest	Advertising Cost	Legal Cost	Fire	Amount Due	County Net
2011	\$49.50	\$5.61	\$55.11	\$22.39	\$0.00	\$-310.10	\$6.60	\$-226.00	\$-232.60
2012	\$45.05	\$0.00	\$45.05	\$13.94	\$0.00	\$-240.00	\$6.01	\$-175.00	\$-181.01
2013	\$45.55	\$0.00	\$45.55	\$9.38	\$0.00	\$-0.75	\$5.47	\$59.65	\$54.18
2014	\$154.25	\$7.63	\$161.88	\$17.53	\$0.00	\$0.00	\$7.12	\$186.53	\$179.41
2015	\$1,923.12	\$7.31	\$1,930.43	\$-1.11	\$0.00	\$0.00	\$200.71	\$2,130.03	\$1,929.32
TOTAL	\$2,217.47	\$20.55	\$2,238.02	\$62.13	\$0.00	\$-550.85	\$225.91	\$1,975.21	\$1,749.30

Collections Receipts Report

11-01-2015 to 11-30-2015

Total general tax	\$431,249.60
Total fire tax	\$41,291.47
Total late tax	\$65.27
<hr/>	
Total principal	\$472,606.34
Total interest	\$3,965.56
Total cost of advertising	\$114.00
Total legal	\$9,656.66
Total check overpayments	\$34.05
Total Prepaid Payments	\$166.50
Total Prepaid Applied	\$0.00
<hr/>	
Total misc	\$13,936.77
Grand total receipts	\$486,543.11

District Payment Report

11-01-2015 to 11-30-2015

Year	District Code	District Name	Amount
2009	015	GREEN MOUNTAIN FIRE DISTRICT	\$55.23
2010	015	GREEN MOUNTAIN FIRE DISTRICT	\$55.23
2011	015	GREEN MOUNTAIN FIRE DISTRICT	\$55.23
2012	015	GREEN MOUNTAIN FIRE DISTRICT	\$55.23
2013	011	BURNSVILLE FIRE DISTRICT	\$25.50
2013	012	CANE RIVER FIRE DISTRICT	\$20.80
2013	015	GREEN MOUNTAIN FIRE DISTRICT	\$113.78
2013	018	CRABTREE FIRE DISTRICT	\$30.84
2013	019	SOUTH TOE FIRE DISTRICT	\$36.34
2014	011	BURNSVILLE FIRE DISTRICT	\$120.84
2014	012	CANE RIVER FIRE DISTRICT	\$67.64
2014	015	GREEN MOUNTAIN FIRE DISTRICT	\$55.23
2014	016	JACKS CREEK FIRE DISTRICT	\$207.78
2014	017	BRUSH CREEK FIRE DISTRICT	\$40.86
2014	018	CRABTREE FIRE DISTRICT	\$66.39
2015	011	BURNSVILLE FIRE DISTRICT	\$3,319.06
2015	012	CANE RIVER FIRE DISTRICT	\$2,348.82
2015	013	EGYPT FIRE DISTRICT	\$2,317.93
2015	014	RAMSEYTOWN FIRE DISTRICT	\$460.89
2015	015	GREEN MOUNTAIN FIRE DISTRICT	\$1,296.85
2015	016	JACKS CREEK FIRE DISTRICT	\$2,283.07
2015	017	BRUSH CREEK FIRE DISTRICT	\$1,001.34
2015	018	CRABTREE FIRE DISTRICT	\$5,142.62
2015	019	SOUTH TOE FIRE DISTRICT	\$9,689.67
2015	020	PENSACOLA FIRE DISTRICT	\$2,205.07
2015	021	PRICES CREEK FIRE DISTRICT	\$10,076.66
TOTAL			\$41,148.90

Outstanding Balances Report

As of 11-30-2015

Year	Amount	County	District	Interest	Advertising	Penalties
2004	\$4,552.97	\$2,010.10	\$202.44	\$2,273.93	\$66.50	\$0.00
2005	\$15,297.64	\$7,076.17	\$591.38	\$7,211.49	\$87.50	\$331.10
2006	\$17,324.75	\$8,440.79	\$780.65	\$7,678.07	\$112.00	\$313.24
2007	\$14,320.98	\$7,134.47	\$651.31	\$5,991.30	\$101.50	\$442.40
2008	\$18,822.64	\$10,282.55	\$969.74	\$7,254.57	\$124.00	\$191.78
2009	\$17,902.25	\$10,726.56	\$944.96	\$6,078.73	\$152.00	\$0.00
2010	\$26,773.46	\$16,542.05	\$1,793.79	\$8,221.62	\$216.00	\$0.00
2011	\$40,370.43	\$22,501.71	\$2,220.36	\$9,960.17	\$232.00	\$17.85
2012	\$62,329.13	\$32,096.55	\$3,238.09	\$11,941.45	\$336.00	\$285.09
2013	\$105,360.34	\$79,894.13	\$6,585.26	\$15,065.44	\$1,034.12	\$0.00
2014	\$175,895.55	\$130,293.40	\$10,980.40	\$12,818.71	\$1,340.00	\$934.63
2015	\$3,871,340.14	\$3,529,437.57	\$339,952.29	\$311.76	\$0.00	\$1,638.52
Total	\$4,370,290.28	\$3,856,436.05	\$368,910.67	\$94,807.24	\$3,801.62	\$4,154.61

Yancey County Tax Office**Run Date: 12-01-2015**

County/District Collection Percentage Report

As of: 11-30-2015**2015****County**

Net Levy \$	Collections \$	Collections %
11,961,204.51	8,431,766.94	70.50

Districts

Name	Net Levy \$	Collections \$	Collections %
011 - BURNSVILLE FIRE DISTRICT	168,125.01	112,363.15	66.84
012 - CANE RIVER FIRE DISTRICT	74,869.18	53,204.05	71.07
013 - EGYPT FIRE DISTRICT	92,757.20	66,943.95	72.18
014 - RAMSEYTOWN FIRE DISTRICT	23,348.36	15,483.92	66.32
015 - GREEN MOUNTAIN FIRE DISTRICT	30,727.18	22,091.24	71.90
016 - JACKS CREEK FIRE DISTRICT	73,656.60	52,242.19	70.93
017 - BRUSH CREEK FIRE DISTRICT	41,937.98	29,435.27	70.19
018 - CRABTREE FIRE DISTRICT	151,213.56	101,311.10	67.00
019 - SOUTH TOE FIRE DISTRICT	210,277.92	156,993.10	74.66
020 - PENSACOLA FIRE DISTRICT	77,272.80	52,491.01	67.93
021 - PRICES CREEK FIRE DISTRICT	220,496.64	162,171.16	73.55

District Totals

Net Levy \$	Collections \$	Collections %
1,164,682.43	824,730.14	70.81

YANCEY COUNTY TAX ADMINISTRATION

End of Month Breakout

View Posted Payments in Date Range 11/01/2015 to 11/30/2015 for Vehicle

*Alpha/
Vehicles
F-I.*

Description	Amount
Vehicle Payments	
County Vehicle Tax Payments 2015	\$330.98
County Vehicle Tax Payments 2014	\$467.78
County Vehicle Tax Payments 2013	\$74.87
County Vehicle Tax Payments 2012	
County Vehicle Tax Payments 2011	
County Vehicle Tax Payments 2010	
County Vehicle Tax Payments 2009	
County Vehicle Tax Payments 2008	
County Vehicle Tax Payments 2007	
County Vehicle Tax Payments 2006	
County Vehicle Tax Payments 2005	
County Vehicle Interest	\$49.94
Vehicle Refunds	\$36.83
County Vehicle Total Payments	\$960.40
Burnsville VFD Vehicle Tax	\$1.09
South Toe VFD Vehicle Tax	\$0.40
Newdale VFD Vehicle Tax	\$4.04
West Yancey VFD Vehicle Tax	\$14.43
Egypt/Ramseytown VFD Vehicle Tax	\$1.60
Clearmont VFD Vehicle Tax	\$8.00
Double Island VFD Vehicle Tax	\$0.32
Pensacola VFD Vehicle Tax	\$65.93
VFD Vehicle Interest	\$6.01
VFD Vehicle Total Payments	\$101.82
Town of Burnsville Vehicle Tax	
Town of Burnsville Vehicle Interest	
Town of Burnsville Vehicle Total Payment	
State Vehicle Interest	\$19.20
Vehicle Total Payments	\$1,081.42

12/01/2015

PRICES CREEK FIRE DISTRICT Vehicle Tax	\$72.97	\$21.48	\$208.92	\$201.47	\$504.84
County Vehicle Interest	\$46.36	\$115.90	\$5,017.26	\$7,372.14	\$12,551.66
TOWN OF BURNSVILLE Vehicle Interest	\$0.54	\$0.38	\$382.48	\$683.48	\$1,066.88
BURNSVILLE FIRE DISTRICT Vehicle Interest	\$0.43	\$0.58	\$101.29	\$172.99	\$275.29
CANE RIVER FIRE DISTRICT Vehicle Interest	\$0.16	\$0.15	\$31.53	\$58.95	\$90.79
EGYPT FIRE DISTRICT Vehicle Interest	\$0.08	\$0.01	\$18.11	\$19.39	\$37.59
RAMSEY TOWN FIRE DISTRICT Vehicle Interest	\$0.01	\$0.01	\$22.91	\$24.31	\$47.23
GREEN MOUNTAIN FIRE DISTRICT Vehicle Int	\$0.03	\$0.54	\$15.22	\$26.91	\$42.70
JACKS CREEK FIRE DISTRICT Vehicle Interest	\$0.18	\$0.79	\$64.70	\$88.24	\$153.91
BRUSH CREEK FIRE DISTRICT Vehicle Interest	\$0.01	\$0.01	\$21.00	\$32.36	\$53.38
CRABTREE FIRE DISTRICT Vehicle Interest	\$0.25	\$7.15	\$141.06	\$219.90	\$368.36
SOUTH TOE FIRE DISTRICT Vehicle Interest	\$1.75	\$1.40	\$79.44	\$97.70	\$180.29
PENSACOLA FIRE DISTRICT Vehicle Interest	\$0.19	\$0.11	\$15.82	\$26.63	\$42.75
PRICES CREEK FIRE DISTRICT Vehicle Interest	\$1.50	\$1.24	\$37.31	\$49.12	\$89.17
DMV Vehicle Interest	\$74.65	\$48.05	\$1,007.59	\$1,073.70	\$2,203.99
Totals	\$2,644.33	\$1,778.32	\$40,427.60	\$45,780.63	\$90,630.88

County Vehicle Tax 2015

\$7,016.91

67.80%

Billed to Date

% Collected

12/01/2015

Attachment G

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
DIVISION OF MOTOR VEHICLES

LICENSE PLATE AGENCY CONTRACT

This is a commission contract, as described in G.S. 20-63(h), between the North Carolina Division of Motor Vehicles ("DMV"), acting through the Commissioner of Motor Vehicles, and Yancey County, a commission contractor and license plate agency ("LPA").

WHEREAS, G.S. 20-63(h) requires DMV to make a reasonable effort to enter into contracts with private persons or governmental subdivisions of the State to provide motor vehicle registration and titling services in localities throughout the State; and

WHEREAS, DMV desires to fulfill this requirement by entering into a contract with Yancey County to provide these services at a license plate agency; and

WHEREAS, Yancey County desires to be a commission contractor as described in G.S. 20-63(h) and to operate a license plate agency;

Now, THEREFORE, in consideration of the promises and covenants set out below, DMV and the LPA, the parties to the contract, agree to the following:

1. **Location.** -- The LPA agrees to operate a license plate agency in Yancey County at a location approved by DMV.
2. **Contract Period.** -- The duration of the contract is determined in accordance with the following:
 - a. **Initial Term.** -- The term of the initial contract is for eight (8) years, starting on _____ and ending on _____.
 - b. **Renewal Term.** -- An LPA that is in good standing as of the first day of the eighth year of its initial term, and remains in good standing until the deadline for submitting a notice of non-renewal, has the option of renewing the contract for a renewal term of two (2) years beginning on the date the initial term expires. The LPA is assumed to have exercised this option unless the LPA gives DMV written notice that it is not renewing the contract. A notice of non-renewal must be sent to DMV at least 180 days before the initial term expires.

An LPA is considered to be in good standing unless one or more of the following applies:

- i. The LPA is under investigation by DMV for a matter that could result in cancellation of the contract.
- ii. The LPA has received at least three written warnings in the most recent six-month period for the same performance deficiency.

- iii. The LPA is operating under a corrective performance improvement plan initiated by DMV.

DMV must send an LPA that is not in good standing at any time during the first six months of the eighth year of the LPA's initial contract term a notice informing the LPA of this status unless doing so would jeopardize an investigation. If, after notifying an LPA that it is not in good standing, DMV determines that the LPA is now in good standing, DMV must offer the LPA the opportunity to renew the contract if the change occurs within the first six months of the eighth year of the LPA's initial term and may offer the LPA that opportunity if the change in status occurs later in that year.

- c. **Temporary Extension.** – Upon the mutual agreement of the LPA and DMV, the term of a contract that has otherwise expired may be extended for a fixed period or on a month-to-month basis when there is a change from one LPA to a successor LPA. Unless the LPA and DMV agree otherwise, the responsibilities of each during the temporary contract extension are the same as under the contract before the extension.
 - d. **Performance Extension.** – If the LPA receives a contract extension as a performance bonus offered by DMV, the term of the LPA's initial or renewal contract, as appropriate, is extended for the period of the extension from the date the LPA's contract would otherwise expire.
 - e. **Contract Expiration.** – At least 90 days before the contract terms outlined above expire, DMV will advertise the availability of a commission contract in the area served by the LPA whose contract is expiring. The LPA whose contract is expiring may apply for the contract.
3. **SOP Incorporated.** – The Standard Operating Procedures (SOP) adopted by the Commissioner effective _____, 20____ are incorporated into this contract. Subsequent changes to the SOP are also incorporated into this contract if the changes are adopted in accordance with a procedure that allows for notice and comment by the LPAs and consideration by the Commissioner of any changes to which one or more LPAs submit written objections.
4. **Responsibilities.** – The LPA and DMV agree to do the following:
- a. **LPA.** – The LPA agrees to provide motor vehicle titling and registration services in accordance with this contract and the SOP. Except as provided in this contract or the SOP, the LPA is responsible for all expenses, such as rent and personnel costs, incurred by the LPA in the operation of the LPA office.
 - b. **DMV.** – DMV agrees to compensate the LPA for providing motor vehicle titling and registration services, to provide the LPA at no charge with equipment needed to

perform these services, and to otherwise assist the LPA in performing these services in accordance with this contract and the SOP. The compensation rate for transactions listed in G.S. § 20-63 is the rate set by law.

- c. **By Agreement.** – To perform other functions as mutually agreed upon by the LPA and DMV.

5. **Termination.** – The contract may be terminated by the LPA or DMV as follows:

- a. **LPA.** -- The LPA may terminate the contract during the term of the contract upon 120 days' written notice to DMV. The notice must state the effective date of the termination.
- b. **DMV.** --DMV may terminate a contract during the term of the contract only for cause. To terminate a contract for cause, DMV must give the LPA written notice of the termination and the date of the termination. The notice must state the reason(s) for the termination. The termination may be effective immediately.

Cause for termination of the contract consists of the following:

- i. Gross incompetence in the performance of the contract.
- ii. Gross mismanagement of DMV equipment or other property.
- iii. Commission of fraud, embezzlement, or an offense involving moral turpitude by the contractor or the LPA's employees in connection with the performance of the contract.
- iv. Having substantiated complaints, in any consecutive six-month period, in excess of the number of the LPA's tier level plus one (1).
- v. Acts by the contractor or the LPA's employees that cause substantial loss of State funds.
- vi. Incorrect performance of vehicle transactions that result in a substantial adverse impact on DMV's processes and require substantial effort on DMV's part to correct.
- vii. Incorrect performance of vehicle transactions that result in a substantial adverse impact on the public.

6. **LPA Status.** – The LPA is an independent contractor and is not an employee of the State. The LPA is solely responsible for payroll taxes, unemployment taxes, and workers compensation insurance premiums payable with respect to its employees.

7. **LPA Limitations.** –

- a. **Subcontractors.** – The LPA may not assign its rights under this contract to another person and may not subcontract any of its responsibilities under this contract to another person.

- b. **Transfers.** -- If the LPA is organized as a corporation or another type of business entity, this contract terminates upon the sale or transfer of the corporation or other business entity.

 - c. **Business Entity Transition.** – The following options are available upon entering this contract:
 - i. An individual who is an LPA contractor at the time of signing this contract may enter into this contract as a corporation or a limited liability company; however, the individual who was the prior LPA contractor must be the majority stockholder or have the majority interest in the business entity that is the contractor under this contract. In addition, that individual must remain the majority stockholder or the majority interest holder throughout the term of this contract, or the contract becomes void.
 - ii. Two individuals who are joint LPA contractors at the time of signing this contract may enter into this contract jointly or, with written permission from the other submitted to DMV, either of them may enter into the contract as the sole contractor. They may also, either jointly or alone, form a corporation or a limited liability company. The requirements for majority ownership set out in paragraph (i) apply if only one of the former joint LPA contractors continues in the form of a business entity. If both of the joint contractors continue as a business entity, the combined interest or stock of the two must be the majority of the interests or stock in the entity and must remain so throughout the term of this contract, or the contract becomes void. After forming the business entity, one former joint contractor can transfer his or her interest or stock to the other former joint contractor without voiding the contract.
 - iii. An individual who is an LPA contractor at the time of signing this contract and whose immediate family member is employed at the LPA may enter into the contract jointly with that family member and may form a corporation or a limited liability company. The requirements for majority ownership and the transfer provisions set in paragraph (ii) for joint contractors apply if the LPA contractor and immediate family member continue as a business entity.
8. **Notices.** All notices required or permitted under this contract must be in writing and sent to the following:

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

DMV

A notice is effective if mailed by certified mail, return receipt requested, or sent by overnight courier, receipt of which is confirmed, addressed as set out in this section. DMV or the LPA may

change its address for notification by giving the other party prior written notice of the new address and the effective date of the new address.

9. **Governing Law.** -- This contract is construed in accordance with the laws of North Carolina.

10. **Entire Agreement.** -- This contract and the SOP incorporated into the contract constitute the entire agreement between the parties with respect to the subject matter of the contract and supersede all prior agreements between the parties with respect to the subject matter.

IN WITNESS WHEREOF, the said parties have hereunto set their hands this the _____ day of _____, 2_____.

(Signature)

**YANCEY COUNTY by NATHAN R. BENNETT, County Manager
COMMISSION CONTRACTOR**

Date _____ County _____ State _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

_____ (name(s) of principal(s)).

Notary Signature _____

Notary Printed or Typed Name _____

(SEAL)

My Commission Expires _____

Approved as to Form and Legal Sufficiency

Special Deputy Attorney General

Date: _____

NORTH CAROLINA DIVISION OF MOTOR VEHICLES

BY: _____
(Authorized signing Agent)

Attachment H

Excise Tax \$0.00

Portion of Parcel Identifier No.

Mail after recording to Donny J. Laws, Yancey County Attorney, PO Box 397, Burnsville, NC 28714

This instrument was prepared by Donny J. Laws, Yancey County Attorney, PO Box 397, Burnsville, NC 28714

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this _____ day of December, 2015, by and between

GRANTOR

YANCEY COUNTY, a Body Politic and Corporate of the State of North Carolina

GRANTEE

MARK RAY and ROGER F. PENLAND, as Tenants in Common

Address: PO Box 71
Micaville, NC 28755

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WHEREAS the Grantor is a body politic and corporate of the state of North Carolina and is the owner of the tracts or parcels of land to be conveyed by this Deed as the same are described herein below; and

WHEREAS by Resolution of the Board of County Commissioners of Yancey County adopted on the 14th day of October 2015 the tracts or parcels of land set forth herein below were declared surplus to the needs of Yancey County and, pursuant to NC Gen. Stat. 160A-270 the sale of the same was authorized by public auction to be conducted on 24 November 2015 at 2:00 o'clock p.m. at the front door of the Yancey County Courthouse in Burnsville, North Carolina; and

WHEREAS as by statute provided Notice of such public auction was published in the Yancey Common Times Journal, a newspaper having general circulation in Yancey County, North Carolina, on 21 October 2015; and

WHEREAS pursuant to the aforementioned Resolution of the Board of County Commissioners for Yancey County and the Notice of such sale published as set forth above such public auction did occur on 24 November 2015 at which time the Grantee named herein above became the last and highest bidder for the tracts or parcels of land described herein below; and

WHEREAS by Resolution of the Board of County Commissioners for Yancey County adopted on the 14th day of December 2015 the sale of the tracts or parcels of land described herein below pursuant to the bid made by the Grantee herein was approved and the Chairman of the County Board of Commissioners was duly authorized and empowered to execute this Deed conveying such tracts or parcels of land to the Grantee for the price bid for the same; and

WHEREAS the full amount of the said bid has been tendered by the Grantee and has been received by the Grantor, the remittance and sufficiency of the same being stipulated and agreed by all parties as adequate consideration for the conveyance of the property herein below described.

NOW WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, those certain tracts or parcels of land lying and being situated in Yancey County, North Carolina, more particularly described as follows:

TRACT #1: All of that certain tract of parcel lying and being situated in Jacks Creek Township, Yancey County, North Carolina, and more particularly described as follows: **LOT 12** being known as the Moonshine Mountain Subdivision, as the same is shown in the Yancey County Deed Registry at Plat Book 2, Pages 80A and 80B.

SUBJECT TO restrictive covenants and easements of record.

FOR TITLE REFERENCE: See Yancey County Deed Book 735, Page 245; and Yancey County Deed Book 254, Page 704.

THE PURCHASE PRICE paid by the Grantee in consideration for the conveyance of the above described tract is \$600.00.

TRACT #2: All that certain lot or parcel of land situated in Egypt Township, Yancey County, North Carolina, and described as follows: **BEING LOT 262** as shown on a map and entitled "43

Lots, Sheet 1, Section 7, 8, 9 Wolf Laurel Heights”, dated November 1981, prepared by Hampton, Hintz & Associates, Land Surveyors, Fletcher, North Carolina, as the same appears of record in Plat Book 2, Page 196A, Yancey County Registry, to which plat reference is hereby made for a full and complete description.

SUBJECT TO restrictive covenants and easements of record.

FOR TITLE REFERENCE: See Yancey County Deed Book 733, Page 512; and Yancey County Deed Book 251, Page 549.

THE PURCHASE PRICE paid by the Grantee in consideration for the conveyance of the above described tract is \$200.00.

TRACT #3: All that certain lot or parcel of land situated in Egypt Township, Yancey County, North Carolina, and described as follows: **BEING LOT 316** as shown on a map and entitled “43 Lots, Sheet 1, Section 7, 8, 9 Wolf Laurel Heights”, dated November 1981, prepared by Hampton, Hintz & Associates, Land Surveyors, Fletcher, North Carolina, as the same appears of record in Plat Book 2, Page 196A, Yancey County Registry, to which plat reference is hereby made for a full and complete description.

SUBJECT TO restrictive covenants and easements of record.

FOR TITLE REFERENCE: See Yancey County Deed Book 733, Page 510; and Yancey County Deed Book 194, Page 529.

THE PURCHASE PRICE paid by the Grantee in consideration for the conveyance of the above described tract is \$200.00.

TRACT #4: All that certain lot or parcel of land situated in Egypt Township, Yancey County, North Carolina, and described as follows: **BEING LOT 149** as shown on Sheet 2, Block 4, Buck Town Section of Wolf Laurel Heights, dated January 1974, made by Matheson, Hintz & Associates, Consulting Engineers and Land Surveyors, Fletcher, North Carolina, as the same appears of record in Plat Book 2, Page 51, Yancey County Registry, to which plat reference is hereby made for a full and complete description.

SUBJECT TO restrictive covenants and easements of record.

FOR TITLE REFERENCE: See Yancey County Deed Book 729, Page 060.

THE PURCHASE PRICE paid by the Grantee in consideration for the conveyance of the above described tract is \$200.00.

TRACT #5: All that certain lot or parcel of land situated in Egypt Township, Yancey County, North Carolina, and described as follows: **BEING LOT 100** Chestnut Lane, on a map of Sheet 2, Block 3, Buck Town Section of Wolf Laurel Heights, dated October 1973, made by Matheson, Hintz & Associates, Land Surveyors, Fletcher, North Carolina, as the same appears of record in

Plat Book 2, Page 55, Yancey County Registry, to which plat reference is hereby made for a full and complete description.

SUBJECT TO restrictive covenants and easements of record.

FOR TITLE REFERENCE: See Yancey County Deed Book 735, Page 249; and Yancey County Deed Book 639, Page 618.

THE PURCHASE PRICE paid by the Grantee in consideration for the conveyance of the above described tract is \$200.00.

TRACT #6: All that certain lot or parcel of land situated in Egypt Township, Yancey County, North Carolina, and described as follows: **BEING LOT 202** as shown on a map of Sheet 2, Blocks 5 and 6, Buck Town Section of Wolf Laurel Heights, dated February 1974, made by Matheson, Hintz & Associates, Land Surveyors, Fletcher, North Carolina, as the same appears of record in Plat Book 2, Page 52, Yancey County Registry, to which plat reference is hereby made for a full and complete description.

SUBJECT TO restrictive covenants and easements of record.

FOR TITLE REFERENCE: See Yancey County Deed Book 729, Page 58.

THE PURCHASE PRICE paid by the Grantee in consideration for the conveyance of the above described tract is \$200.00.

THAT THE UNDERSIGNED executes this Special Warranty Deed per authority duly conferred upon him by Resolution of the Board of County Commissioners for Yancey County as referenced herein above.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple. And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Easements, restrictions, rights of way of record.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Commissioners, the day and year first above written.

_____(SEAL)
Hon. JOHNNY RIDDLE, Chairman
Yancey County Board of
County Commissioners

<p>SEAL-STAMP</p>	<p>NORTH CAROLINA, Yancey County</p> <p>I, a Notary Public of the County and State aforesaid, certify that Johnny Riddle, Chairman of the Board of County Commissioners for Yancey County, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument as the true act and deed of Yancey County by authority duly given by a resolution of the Board of County Commissioners. Witness my hand and official stamp or seal, this ____ day of December 2015.</p> <p>_____ Notary Public</p> <p>My commission expires: _____</p>
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Excise Tax \$0.00

Portion of Parcel Identifier No.

Mail after recording to Donny J. Laws, Yancey County Attorney, PO Box 397, Burnsville, NC 28714

This instrument was prepared by Donny J. Laws, Yancey County Attorney, PO Box 397, Burnsville, NC 28714

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this _____ day of December, 2015, by and between

GRANTOR

YANCEY COUNTY, a Body Politic and Corporate of the State of North Carolina

GRANTEE

**CONNIE L. BUCHANAN and husband,
CLARENCE J. BUCHANAN**

Address: 402 Presnell Hollow Road
Burnsville, NC 28714

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WHEREAS the Grantor is a body politic and corporate of the state of North Carolina and is the owner of the tracts or parcels of land to be conveyed by this Deed as the same are described herein below; and

WHEREAS by Resolution of the Board of County Commissioners of Yancey County adopted on the 14th day of October 2015 the tracts or parcels of land set forth herein below were declared surplus to the needs of Yancey County and, pursuant to NC Gen. Stat. 160A-270 the sale of the same was authorized by public auction to be conducted on 24 November 2015 at 2:00 o'clock p.m. at the front door of the Yancey County Courthouse in Burnsville, North Carolina; and

WHEREAS as by statute provided Notice of such public auction was published in the Yancey Common Times Journal, a newspaper having general circulation in Yancey County, North Carolina, on 21 October 2015; and

WHEREAS pursuant to the aforementioned Resolution of the Board of County Commissioners for Yancey County and the Notice of such sale published as set forth above such public auction did occur on 24 November 2015 at which time the Grantee named herein above became the last and highest bidder for the tracts or parcels of land described herein below; and

WHEREAS by Resolution of the Board of County Commissioners for Yancey County adopted on the 14th day of December 2015 the sale of the tracts or parcels of land described herein below pursuant to the bid made by the Grantee herein was approved and the Chairman of the County Board of Commissioners was duly authorized and empowered to execute this Deed conveying such tracts or parcels of land to the Grantee for the price bid for the same; and

WHEREAS the full amount of the said bid has been tendered by the Grantee and has been received by the Grantor, the remittance and sufficiency of the same being stipulated and agreed by all parties as adequate consideration for the conveyance of the property herein below described.

NOW WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, those certain tracts or parcels of land lying and being situated in Yancey County, North Carolina, more particularly described as follows:

All that certain tract or parcel of land situated in Jacks Creek Township, Yancey County, North Carolina, and more particularly described as follows:

BEGINNING on an iron pin in the line of Horseshoe Highlands and in an existing fence, said iron pin being located N 72 28 W 163.02 feet and N 69 48 W 137.07 feet from an 18-inch maple which constitutes the southeast corner of the five lots subdivided by others, and runs N 29 19 E 280.97 feet to an iron pin in an existing wire fence, thence with the fence N 18 13 E 83.85 feet to the southwest corner of Lot Number 5; thence S 72 22 E 55.93 feet to an iron pin in the line of Lot Number 5 and the same being the northwest corner of Lot Number 2; thence S 19 50 W 363.75 feet to an iron pin in an existing wire fence; thence with said fence N 69 48 W 99.85 feet to the **BEGINNING**, containing 0.60 acre, more or less. This description is according to a survey and plat by Rayburn A. Reeves, Registered Land Surveyor, L-1340, dated 27 October 1975, which plat is recorded in the Office of the Register of Deeds for Yancey County, in Map Book 2, Page 93A.

ALSO CONVEYED by the Grantors unto the Grantee, its successors and assigns, is a right to use the roadways for purposes of egress and regress to and from the above described lot as indicated upon said plat.

EXCEPTING unto others, is that portion of the above described lot as indicated upon said plat as a proposed lake, with the right to impound said water and flood the same.

SUBJECT TO restrictive covenants and easements of record.

FOR TITLE REFERENCE: See Yancey County Deed Book 735, Page 247; and Yancey County Deed Book 165, Page 615.

THE PURCHASE PRICE paid by the Grantee in consideration for the conveyance of the above described tract is \$100.00.

THAT THE UNDERSIGNED executes this Special Warranty Deed per authority duly conferred upon him by Resolution of the Board of County Commissioners for Yancey County as referenced herein above.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple. And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Easements, restrictions, rights of way of record.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Commissioners, the day and year first above written.

Hon. JOHNNY RIDDLE, Chairman
Yancey County Board of
County Commissioners

(SEAL)

SEAL-STAMP

NORTH CAROLINA, Yancey County

I, a Notary Public of the County and State aforesaid, certify that Johnny Riddle, Chairman of the Board of County Commissioners for Yancey County, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument as the true act and deed of Yancey County by authority duly given by a resolution of the Board of County Commissioners. Witness my hand and official stamp or seal, this ____ day of December 2015.

Notary Public

My commission expires:
