

Minutes of the 6 April 2010
Regular Meeting of the Yancey County Board of Commissioners
Held at 7:00 o'clock p.m. in the Commissioner's Meeting Room
Yancey County Courthouse, Burnsville, North Carolina

Present at the 6 April 2010 meeting of the Yancey County Board of County Commissioners were Chairman Walter Savage, Member Jerri Storie, Member Johnny Riddle, County Manager and Assistant Clerk to the Board Nathan Bennett, EDC Executive Director Jake Blood, Finance Director Lynne Hensley, Finance Officer Brandi Burleson, Parks and Recreation Director Jeff Howell, and members of the general public.

Call to Order, Invocation and Approval of Agenda

Chairman Savage called the meeting to order and delivered the invocation. The motion to approve the agenda with the deletion of Mayland Community College was made by Commissioner Riddle and was seconded by Commissioner Storie. The vote to approve was unanimous. (Attachment A)

Public Comment

The first person to speak before the Board was Jerry Ledford. Mr. Ledford stated that he thought that the rate increases were unjustified and he requests a vote to know if the Board will cut out the increase. The next person to speak before the Board was Bill Grover who commented about the role of the American Bar Association in North Carolina and how that relates to car inspections and the contract between the individual and the State. Anthony Robinson next spoke before the Board about the opposition to the sewer project. He stated that the local people will pay the cost but this is not being used for economic development but the land developers will reap the benefits. He also opposes the recognition of Earth Day because it is a socialist ploy. Commissioner Riddle then asked Jerry Ledford for his questions. Discussion followed about questions that Mr. Ledford had and Mr. Howell and Mrs. Burleson explained expenses incurred at the campground during 2009. Mr. Ledford was reminded that the expenses at the campground have continued to increase and that camping is a luxury that 97 other families on the waiting list would like to take advantage of at Toe River Campground. Commissioner Riddle then made a motion to leave rates as they are and payment is due by move in date. The motion was seconded by Commissioner Storie. The vote to approve was unanimous.

Previous Meeting Minutes

The first minutes presented before the Board was for the regular meeting on March 2, 2010. The motion to approve these minutes was made by Commissioner Riddle and was seconded by Chairman Savage. The vote to approve was unanimous. The next minutes presented before the Board was for a special meeting on March 25, 2010. The motion to approve these minutes was made by Commissioner Storie and was seconded by Commissioner Riddle. The vote to approve was unanimous. The next minutes presented before the Board was for a special meeting on March 29, 2010. The motion to approve these minutes was made by Chairman Savage and was seconded by Commissioner Riddle. The vote to approve was unanimous.

Resolution Recognizing John Doyle

The next order of business before the Board was a resolution recognizing the late John Doyle, a local artist and community activist. The Chairman asked the Assistant Clerk to the Board read the resolution. Mr. Marvin Holland was recognized and stated that he remembers John Doyle for his artwork. Mr. Jake Blood was recognized and stated that he remembers Mr. Doyle for all he did for the community and for the preservation of mountain heritage. The motion to approve to resolution was made by Chairman Savage and it was seconded by Commissioner Storie. The vote to approve was unanimous. (Attachment B)

Earth Day Resolution

Chairman Savage then asked the Assistant Clerk to the Board to read the resolution in support of Earth Day. Upon reading of the resolution and no further discussion Commissioner

Storie made a motion to approve the resolution. The motion was seconded by Commissioner Riddle and the vote to approve was unanimous. (Attachment C)

Finance Office Report

The Board next heard from Finance Director Lynne Hensley. Ms. Hensley presented to the Board two budget amendments that result in a reduction of the budget by \$443,000 (Attachments D and D-1) due to the continued loss of sales tax revenue. Ms. Hensley further updated the Board that the jail loan excess will be applied to the fund balance. Upon hearing from Ms. Hensley Commissioner Storie made a motion to approve the budget amendments. The motion was seconded by Commissioner Riddle and the vote to approve was unanimous. Ms. Hensley then told the Board that an amendment had been made due to the addition of the tax administrator (Attachment E). After hearing from Ms. Hensley, Chairman Savage made a motion to approve the amended pay plan. The motion was seconded by Commissioner Riddle and the vote to approve was unanimous.

Sales Tax Report

Jake Blood, Executive Director of the Yancey County Economic Development Commission, next spoke to the Board about sales tax projections for Yancey County. As expected sales tax is expected to take a hit this year due to the new formula; Yancey is already \$420,000 below where we should be. (Attachment F)

Cooperative Extension Director

County Manager Nathan Bennett next informed the Board that Tres Magner has been recommended by North Carolina State University for the position of Cooperative Extension Director for Yancey County. County Manager Bennett also stated that he recommends the Board to approve this recommendation from NCSU. Commissioner Riddle then made a motion to approve this recommendation. The motion was seconded by Chairman Savage and the vote to approve was unanimous.

Toe River Board of Health Appointment

The Board next moved to the appointment of an individual to serve on the Toe River Health District Board. Mr. Alan Cunningham is a pharmacist in town and currently sits on the Health Board and is willing to continue serving. A motion was made by Chairman Savage to reappoint Mr. Cunningham to the Toe River Health Board for a term of three years. The motion was seconded by Commissioner Riddle and the vote to approve was unanimous.

US Tire Recycling

The Board next heard from County Manager Nathan Bennett about the County's tire recycling program. Mr. Bennett stated that US Tire Recycling had been doing the County's tire recycling for a number of years but for the past several years a signed contract has not existed. Mr. Bennett informed the Board that US Tire was the only tire recycler in the area that he was aware of and recommended approving the contract. Upon hearing from County Manager Bennett Commissioner Storie made a motion to approve the contract with US Tire Recycling. The motion was seconded by Chairman Savage and the vote to approve was unanimous. (Attachment G)

CJPP 2010-11 Grant and Contracts

County Manager Bennett next informed the Board that the Criminal Justice Partnership Program (CJPP) was up for renewal and there were many contracts that needed to be signed associated with this program. Mr. Bennett informed the Board that the CJPP was completely funded by North Carolina but is administered through the counties. The contracts will come up from time to time for various services that are provided by the CJPP. Upon hearing from County Manager Bennett Chairman Savage made a motion to approve the 2010-2011 CJPP grant application and to authorize the county manager to enter into contracts with those agencies responsible for providing services. (Attachment H)

DOT Road Petition

County Manager Nathan Bennett informed the Board that a private road, Barebridge Drive, was requesting to be added to the North Carolina Secondary Road System. One of the first steps is to have the Board of Commissioners approve a resolution requesting the addition of the road unto the secondary road system. Upon hearing from County Manager Bennett Commissioner Storie made a motion to approve the resolution. The motion was seconded by Chairman Savage and the vote to approve was unanimous. (Attachment I)

Commissioner Comments

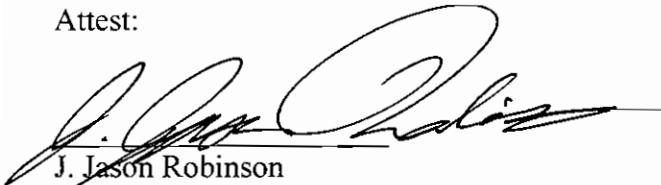
Commissioner Riddle stated that he was disappointed that some people at the campground were upset but that the campground needed to run like a business. Commissioner Storie requested an update on the East Yancey Water and Sewer Project from County Manager Nathan Bennett. Mr. Bennett stated that the project was progressing with final easements acquisition. Additionally, the County awaits the disposition of pending litigation against the North Carolina Division of Land Resource, which has resulted in a moratorium on permits.

Adjournment

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

Approved and authenticated on this the _____ 4th _____ day of May 2010.

Attest:


J. Jason Robinson
Clerk to the Board


Walter Savage, Chairman

Jerri Storie, Member

Johnny Riddle, Member

(county seal)



Attachment A

Nathan Bennett, *County Manager*

Walter Savage, *Chairman*

Jerri Storie, *Commissioner*

Johnny Riddle, *Commissioner*



YANCEY COUNTY

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

AGENDA YANCEY COUNTY COMMISSIONERS REGULAR BUSINESS MEETING APRIL 6, 2010

- I. Call to Order – Chairman Savage
- II. Invocation
- III. Approval of the Agenda
- IV. Public Comment
- V. Approval of Minutes – March 2 Regular Meeting, March 25 Special Meeting, March 29 Special Meeting
- VI. Resolution Honoring the Late John Doyle
- VII. Resolution Recognizing “Earth Day 2010”
- VIII. Mayland Community College Report – Dr. Suzanne Owens, President
- IX. Finance Office Reports – Lynn Hensley, Brandi Burleson
 - a) Budget Amendment
 - b) Position Classification Plan Update
- X. Sales Tax Report – Jake Blood, Yancey County EDC
- XI. Cooperative Extension – Director Vacancy
- XII. Toe River Board of Health – Appointment
- XIII. GDS/Republic Contract
- XIV. U.S. Tire Recycling – Scrap Tire Recycling and Disposal Contract
- XV. Criminal Justice Partnership Program – Application for FY 2010-11 Funding and Provider Contracts
- XVI. DOT – Petition for Road Addition – Barebridge Drive
- XVII. Adjourn

Attachment B



RESOLUTION

IN MEMORY and RECOGNITION
Of

JOHN L. DOYLE

WHEREAS, John Doyle has been an exemplary citizen of Yancey County and the Town of Burnsville for more than 30 years; and

WHEREAS, John Doyle volunteered for many projects and efforts that were instrumental in preserving the history and cultural heritage of Yancey County; and

WHEREAS, the Yancey History Museum and Visitor Center Project, the Cultural Resource Commission's Mountain Heritage Center and numerous other initiatives were conceived and facilitated by John Doyle; and

WHEREAS, John Doyle devoted much time to volunteering and serving with numerous community organizations such as the Yancey Cultural Resource Commission, Yancey History Association and the Yancey County Public Library; and

WHEREAS, John Doyle designed the Seal of Yancey County, and also contributed artistic designs for the annual Mount Mitchell Craft's Fair that depict the history and cultural heritage of Yancey County; and

WHEREAS, John Doyle passed away on March 15, 2010.

NOW, THEREFORE BE IT RESOLVED by the Yancey County Board of County Commissioners that Mr. John Doyle is hereby posthumously recognized for the many contributions made to Yancey County and the Town of Burnsville and further recognize the loss of his service and leadership to our community.

ADOPTED this the 6th day of April, 2010 by the Yancey County Board of County Commissioners.

(county seal)



Walter E. Savage
Walter E. Savage, Chairman

Jerri Storie
Jerri Storie, Member

Johnny Riddle
Johnny Riddle, Member

Attest:

J. Jason Robinson
J. Jason Robinson, Clerk to the Board

Attachment C



YANCEY COUNTY

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

Nathan Bennett, County Manager

Walter Savage, Chairman

Jerri Storie, Commissioner

Johnny Riddle, Commissioner

RESOLUTION

IN RECOGNITION
Of

EARTH DAY
APRIL 22, 2010

WHEREAS, a sound natural environment is the foundation of a healthy society and a robust economy; and

WHEREAS, human activities around the world are causing severe environmental damage that threatens human health and our planet's ability to sustain a diverse community of life; and

WHEREAS, the knowledge of ways to live in harmony with our environment and methods and technologies to accomplish this already exist; and

WHEREAS, local communities can do much to contribute to building a healthy society by promoting recycling, energy conservation, and other environmentally conscious initiatives; and

WHEREAS, there are sound economic and environmental reasons for local governments to initiate energy efficiency and renewable energy practices; and

NOW, THEREFORE, BE IT RESOLVED, that the Yancey County Board of Commissioners recognizes April 22, 2010 as "**EARTH DAY**" and commits itself to undertaking programs and projects that enhance our community's natural environment; and

FURTHERMORE, let it be known that Yancey County hereby encourages its residents, businesses and institutions to use **EARTH DAY** to celebrate the Earth and commit to building a sustainable society.

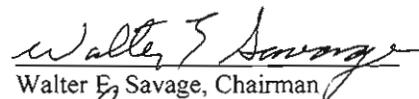
ADOPTED this the 6th day of April, 2010 by the Yancey County Board of County Commissioners.

(county seal)

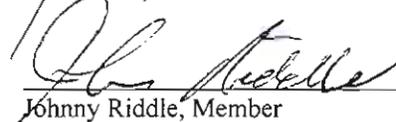


Attest:


J. Jason Robinson, Clerk to the Board


Walter E. Savage, Chairman


Jerri Storie, Member


Johnny Riddle, Member

Attachment D

YANCEY COUNTY COMMISSIONERS

BUDGET AMENDMENT # 5

FUND: GENERAL

As entered in the minutes of the Yancey County Board of Commissioners at a meeting on Tuesday, April 6, 2010 the following budget amendments are to be recorded:

	EXPEND. CODE	ACCOUNT	INCREASE	DECREASE
1	104130-5395	TRAINING		750.00
2	104130-5291	FORMS		300.00
3	104140-5510	CAPITAL		2,000.00
4	104145-5285	TAX REFUNDS		5,000.00
5	104150-5192	PROF SERV - LEGAL	3,000.00	
6	104160-5260	OFFICE SUPPLIES		3,000.00
7	104160-5399	OTHER SERVICES		1,000.00
8	104160-5510	CAPITAL - FURNITURE		3,000.00
9	104200-519102	PROF SERV - NON CAPITAL	20,000.00	
10	104200-539501	SAFETY TRAINING		800.00
11	104200-5523	COUNTY NETWORK BASE		35,000.00
12	104200-563003	NEW SENIOR CENTER		100,000.00
13	104310-5550	CAPITAL - EQUIPMENT		2,328.00
14	104315-5260	OFFICE SUPPLIES		500.00
15	104322-5193	PROF SERV - MEDICAL	3,000.00	
16	104322-539902	DETENTION SERVICES	1,000.00	
17	104330-5550	CAPITAL	3,616.00	
18	104330-5252	TIRES	9.00	
19	104330-5321	TELEPHONE	350.00	
20	104330-5395	TRAINING	240.00	
21	104330-5510	CAPITAL	245.00	
22	104330-5540	CAPITAL	334.00	
23	104350-5321	TELEPHONE		1,000.00
24	104350-5329	INTERNET		250.00
25	104350-5334	WATER		400.00
26	104350-5381	COMP PROG TIME		400.00
27	104705-5321	TELEPHONE		1,500.00
28	106110-5590	LIBRARY BLDG CONT		100,000.00
29	106120-5332	FUEL OIL		7,000.00
30	104524-5001	EDTAP	10,495.00	
31	104524-5002	RGP	6,534.00	
32	104524-500201	RGP SUPPLEMENT	9,963.00	
33	104524-5003	WORK 1ST	716.00	
34	104524-500301	WORK 1ST SUPPLEMENT	1,233.00	
35	104524-5405	EDTAP SUPPLEMENT	5,860.00	
36	104130-5121	SALARIES	2,700.00	
37	104130-5181	FICA/MED	207.00	
38	104130-5182	RETIREMENT	135.00	
39	105910-5912	SCHOOL CAPITAL		124,000.00
40	106125-5322	R&M EQUIPMENT		33,000.00
41	107000-600009	CONT TO FUND BALANCE		50,000.00
42	104200-5991	GEN FUND CONT		42,103.00
43				
44				
45				
46				
47				

TOTALS	69,637.00	513,331.00
NET CHANGE		-443,694.00
CURRENT APPROP		19,665,224.00
TOTAL APPROP AMENDED		19,221,530.00

	REVENUE SECTION	INCREASE	DECREASE
48	104050-4626	EDTAP	10,495.00
49	104050-462601	EDTAP SUPPLEMENT	5,860.00
50	104050-4627	RGP	4,084.00
51	104050-462701	RGP SUPPLEMENT	6,972.00
52	104050-4628	WORK 1ST	716.00
53	104050-462801	WORK 1ST SUPPLEMENT	1,233.00
54	104000-4500	INTEREST	4,000.00
55	104000-450002	NCCMT INTEREST	17,000.00
56	104000-450005	MONEY MARKET INTEREST	3,000.00
57	104041-4000	PRIOR YR DELINQUENT	25,000.00
58	104041-400001	PRIOR YR AUTO	25,000.00
59	104041-4302	ADVERTISING COSTS	2,000.00
60	104041-4304	PROPERTY TAX INTEREST	30,000.00
61	104041-4305	LOAN CO REFUNDS	6,398.00
62	104044-4471	FILING FEES	3,610.00
63	104044-4472	REIM FROM TOWN - ELECT	3,788.00
64	104046-4505	CCW PERMITS	3,000.00
65	104046-4510	VENDING	700.00
66	104050-4606	DSS	12,000.00
67	104050-4609	GENERAL FARES	350.00
68	104050-4610	SPECIAL FARES	3,500.00
69	104070-4801	POOL FEES	2,500.00
70	104041-4209	AUTO TAXES - 2009	150,000.00
71	104042-4311	ARTICLE 40 (SALES TAX)	130,000.00
72	104042-4312	ARTICLE 42 (SALES TAX)	333,700.00
73	104042-4310	ARTICLE 39 (SALES TAX)	199,200.00
74	104042-4313	ARTICLE 44 (SALES TAX)	10,000.00
75			
76			
77			
78			
79			
80			
81			

TOTALS	275,206.00	718,900.00
NET CHANGE		-443,694.00
CURRENT APPROP		19,665,224.00
TOTAL APPROP AMENDED		19,221,530.00

0.00

Attachment 0-1

YANCEY COUNTY COMMISSIONERS

BUDGET AMENDMENT # 6

FUND: CAP PROJECTS

As entered in the minutes of the Yancey County Board of Commissioners at a meeting on Tuesday, April 6, 2010 the following budget amendments are to be recorded:

	EXPEND. CODE	ACCOUNT	INCREASE	DECREASE
1	404321-600008	CONT TO GEN FUND	100,060.00	
2				
3	104200-5991	GEN FUND CONT	100,060.00	
4				

	TOTALS	200,120.00	0.00
	NET CHANGE	200,120.00	
	CURRENT APPROP	19,221,530.00	
	TOTAL APPROP AMENDED	19,421,650.00	

	REVENUE SECTION	INCREASE	DECREASE
5	404048-4907	LOAN PROCEEDS	100,060.00
6			
7	104042-400101	CONT FROM OTHER FUNDS	100,060.00
8			

	TOTALS	200,120.00	0.00
	NET CHANGE	200,120.00	
	CURRENT APPROP	19,221,530.00	
	TOTAL APPROP AMENDED	19,421,650.00	

0.00

Attachment E

Yancey County Local Government Position Classification Plan

When this Plan should/will be revised/updated: (1) annually (budget); (2) if/when a new position is +d, a position is significantly changed/reclassified, etc.

It is recommended that there be 5% between each grade; 15% between the minimum-and-middle; and then, 30% between the middle-and-maximum salaries in each grade--

Each Position will have a three (3)-Grade Range -- The following will be used in hiring:

- * New Hire w/ 0-years related exp. &/or ed/training -- Beg salary = Min of the 1st/lowest Grade within the Position's Range -
- * New Hire w/ 1-3 years related exp. &/or ed/training -- Beg salary = Min of the 2nd Grade within the Position's Range -
- * New Hire w/ 3-5 years related exp. &/or ed/training -- Beg salary = Min of the 3rd Grade within the Position's Range -
- * New Hire w/ >5 years related exp. &/or ed/training - Beg salary shall be determined, in consult, by the dept. head & co. mgr., to fall btw the min. and mid-pt. of the 1st, 2nd or 3rd Grade within the Position's Range -
- * Deviations, if any, require prior submission of written justification to the co mgr & approval by the Bd of Co Comm(s) -

Across-the-Board, Annual Cost Of Living Adjustments (COLAs) are proposed at the the regional CPI. Additional increases may be considered as follows: (a) CPI+1% for "Meets Expectations" including punctuality and strong attendance records; etc. (b) CPI+2% for "Exceeds Expectations" including punctuality and strong attendance records. Additional bonuses/increases may also be considered for pre-approved/budgeted, position specific, certifications/licensures/trainings/etc obtained -- \$ amt. relative to credit hours, days/time, and/or testing required - ***Annual salary adjustments may be administered via alternative methods; however, fair and consistent methology will be applied across all departments/agencies --**

GRADE	MINIMUM	MID-POINT	MAXIMUM	POSITION	GRADE RANGE
32	\$6,023.66	\$6,927.21	\$9,005.37	EFNEP - CoOp Ext	32-34
33	\$6,324.84	\$7,273.57	\$9,455.64		33-35
34	\$6,641.09	\$7,637.25	\$9,928.42		34-36
35	\$6,973.14	\$8,019.11	\$10,424.84	Ag Tech - CoOp Ext	35-37
36	\$7,321.80	\$8,420.07	\$10,946.09	PT Asst to Bd of Elections Dir	36-38
37	\$7,687.89	\$8,841.07	\$11,493.39	Commissioner - Member	37-39

Yancey County Local Government
Position Classification Plan

GRADE	MINIMUM	MID-POINT	MAXIMUM	POSITION	GRADE RANGE
38	\$8,072.28	\$9,283.12	\$12,068.06		38-40
39	\$8,475.89	\$9,747.28	\$12,671.46	PT IMC Tech - DSS	39-41
40	\$8,899.69	\$10,234.64	\$13,305.04	Commissioner - Chairman	40-42
41	\$9,344.67	\$10,746.37	\$13,970.29		41-43
42	\$9,811.91	\$11,283.69	\$14,668.80	Sec II - CoOp Ext	42-44
43	\$10,302.50	\$11,847.88	\$15,402.24	Admin Asst - CoOp Ext	43-45
44	\$10,817.63	\$12,440.27	\$16,172.35		44-46
45	\$11,358.51	\$13,062.29	\$16,980.97	Part-PT Conv Ctr Attend	45-47
				Admin Asst III - CoOp Ext	45-47
				PT Comm Serv Coord	45-47
46	\$11,926.43	\$13,715.40	\$17,830.02	Ag Agent - CoOp Ext	46-48
				4H Agent - CoOp Ext	46-48

Yancey County Local Government
Position Classification Plan

GRADE	MINIMUM	MID-POINT	MAXIMUM	POSITION	GRADE RANGE
47	\$12,522.76	\$14,401.17	\$18,721.52	Director - CoOp Ext	47-49
48	\$13,148.89	\$15,121.23	\$19,657.60	Groundskeeper	48-50
				Cook I - DSS CDC	48-50
49	\$13,806.34	\$15,877.29	\$20,640.48	3/4 Driver (1-3 Yrs) - YCTA	49-51
				Assistant Emergency Management Coord	49-51
50	\$14,496.66	\$16,671.15	\$21,672.50	Human Resources Aide/Comm Serv - DSS	50-52
				Recycling Ctr Attend	50-52
				EDA I - DSS CDC	50-52
				3/4 Driver (3+ Yrs) -YCTA	50-52
51	\$15,221.49	\$17,504.71	\$22,756.13	PT Jailer	51-53
				EDAI - DSS CDC	51-53
				Cook II - DSS CDC	51-53
52	\$15,982.56	\$18,379.95	\$23,893.93	EDA II - DSS CDC	52-54
				Comm Serv Aide - DSS	52-54
53	\$16,781.69	\$19,298.95	\$25,088.63	Processing Asst III - DSS	53-55
				Word Processor III - DSS	53-55
54	\$17,620.78	\$20,263.89	\$26,343.06		
55	\$18,501.81	\$21,277.09	\$27,660.21	PA IV - DSS	55-57
				IM Tech - DSS	55-57

Yancey County Local Government
Position Classification Plan

GRADE	MINIMUM	MID-POINT	MAXIMUM	POSITION	GRADE RANGE
56	\$19,426.91	\$22,340.94	\$29,043.22	Custodian/PT Maint	56-58
				PT Scale House Operator - Landfill	56-58
				FT Driver - YCTA	56-58
				Comm Serv Tech - DSS	56-58
57	\$20,398.25	\$23,457.99	\$30,495.38	Admin Asst - Bldg Insp	57-59
				FT Scale House Operator - Landfill	57-59
				Lead Teacher - DSS CDC	57-59
				IMC I - DSS	57-59
58	\$21,418.16	\$24,630.89	\$32,020.15	Assoc Bldg Insp	58-60
				Dep Reg of Deeds	58-60
				Mechanic	58-60
				White Goods Specialist - Landfill	58-60
				Equip Operator - Landfill	58-60
59	\$22,489.07	\$25,862.43	\$33,621.16	FT E-911 Dispatcher	59-61
				Asst Finance Officer	59-61
				IMC Inv I - DSS	59-61
				Vehicle (/Back-up) Tax Clerk	59-61
				IMC II - DSS	59-61
60	\$23,613.53	\$27,155.55	\$35,302.22	Mapping Tech	60-62
				E-911 Disp Coord	60-62
				Dep Tax Collector	60-62
				Asst Tax Assessor	60-62
				Co Mgr & Comm's Admin Asst	60-62
				Emergency Management Secretary	60-62
				Admin Asst - YCTA	60-62
				Admin Asst II - DSS	60-62
				CDC Director - DSS	60-62
				Maint Tech	60-62
				Recycling Coord	60-62
				Dispatcher	60-62
				Jailer	60-62
				Records Clerk - Sheriff's Dept	60-62

Yancey County Local Government
Position Classification Plan

GRADE	MINIMUM	MID-POINT	MAXIMUM	POSITION	GRADE RANGE
61	\$24,794.20	\$28,513.33	\$37,067.33	Parks & Rec Asst to Director	61-63
				Parks & Rec CRG Coord	61-63
				Public Works Asst to Dir	61-63
				Maintenace Supervisor	61-63
				Asst Reg of Deeds	61-63
				SW I - DSS	61-63
				IMC III - DSS	61-63
				IMC Inv II - DSS	61-63
				IM Supv I - DSS	61-63
				Case Manager/Community Empl - DSS	61-63
62	\$26,033.91	\$29,939.00	\$38,920.70	Deputy	61-63
				Planner	62-64
				Deputy/SRT/K9	62-64
63	\$27,335.61	\$31,435.95	\$40,866.73	Chief Jailer	62-64
				Tax Collector	63-65
				Mapping Supv	63-65
				Parks & Rec Dir	63-65
				Sergeant	63-65
64	\$28,702.39	\$33,007.75	\$42,910.07	IMC Supv II - DSS	63-65
				Building Inspector	64-66
				Drug Investigator	64-66
				Comp Syst. Admin I - DSS	64-66
65	\$30,137.51	\$34,658.13	\$45,055.57	SW II/SW Sup I - DSS	64-66
				YCTA Director	65-67
				E-911 Director	65-67
				Emergency Management Coordinator	65-67
				Bd of Elections Director	65-67
				IMC Supv III - DSS	65-67
				Chief Building Inspector	65-67
Lieutenant - Sheriff's Dept	65-67				
66	\$31,644.38	\$36,391.04	\$47,308.35	Finance Officer	66-68
				Tax Assessor	66-68
				SW III - DSS	66-68
67	\$33,226.60	\$38,210.59	\$49,673.77	Chief Deputy	67-69
				Tax Administrator	67-69
				SW Supv II - DSS	67-69

Yancey County Local Government
Position Classification Plan

GRADE	MINIMUM	MID-POINT	MAXIMUM	POSITION	GRADE RANGE
68	\$34,887.93	\$40,121.12	\$52,157.46	Public Works Director	68-70
69	\$36,632.33	\$42,127.18	\$54,765.33		69-71
70	\$38,463.94	\$44,233.54	\$57,503.60	SW Supv III - DSS	70-72
71	\$40,387.14	\$46,445.21	\$60,378.78	SW Prog Mgr - DSS	71-73
72	\$42,406.50	\$48,767.47	\$63,397.72	Register of Deeds	72-74
73	\$44,526.82	\$51,205.85	\$66,567.60		73-75
74	\$46,753.16	\$53,766.14	\$69,895.98		74-76
75	\$49,090.82	\$56,454.45	\$73,390.78		75-77
76	\$51,545.36	\$59,277.17	\$77,060.32	DSS Director	76-78
				Sheriff	76-78

Yancey County Local Government
Position Classification Plan

GRADE	MINIMUM	MID-POINT	MAXIMUM	POSITION	GRADE RANGE
77	\$54,122.63	\$62,241.03	\$80,913.33		77-79
78	\$56,828.76	\$65,353.08	\$84,959.00	County Manager	78-80
79	\$59,670.20	\$68,620.73	\$89,206.95		79-81
80	\$62,653.71	\$72,051.77	\$93,667.30		80-82

Attachment F



NATURALLY INSPIRING
YANCEY
County

Yancey Tax Bottom Line

	FY 2008/09	FY2009/10	LOSS
Yancey Sales Tax Distribution	\$3.41M	\$2.54M	

YANCEY COUNTY

RECYCLING & DISPOSAL CONTRACT

This Scrap Tire Recycling and Disposal Contract ("Contract") made and entered on this 1st day of April, 2010 ("Anniversary Date"), by and between Yancey County, a political subdivision of the State of North Carolina hereafter referred to as "County" and U.S. Tire Recycling at 6322 Poplar Tent Road Concord, North Carolina 28027, herein after referred to as the "Contractor".

WITNESSETH

WHEREAS, the County chooses to recycle its scrap tires when possible and has determined that this service can best be provided through a service contract with a qualified firm: and,

WHEREAS, the Contractor is qualified to provide collection, transportation recycling and disposal of tires and other scrap rubber and has the necessary equipment, personnel, facilities, expertise, financial resources and management skills to provide a high level of service.

1) Scrap Tire Volume Generated

It is unknown how many scrap tires that the County receives at its landfill annually. However, the Contractor understands that the County does not control the scrap tire waste stream and that there is no guaranteed volume that will be received during the term of this Contract.

2) Recycling and Disposal Services

a) Contractor Responsibilities

The Contractor agrees to stage a van trailer at the County's designated site and to transport, process, recycle or dispose of all scrap tires loaded in said trailer. Furthermore, the Contractor shall be responsible for hauling, processing, recycling and/or disposing of all scrap tires in accordance with all applicable state, federal, and local environmental and safety laws, regulations, permits, ordinances, and standards.

b) County Responsibilities

The County shall made available ample space in a manner acceptable to Contractor to provide for efficient handling of containers and materials contained therein.

STATE OF NORTH CAROLINA

YANCEY COUNTY

3) Term

This Contract shall be in full force and effect for a period of three (3) years from the date of execution, unless terminated earlier per Section 8 with two (2) automatically extended annual renewal terms at the end of each successive term unless either party notifies the other party in writing 30 days prior to the expiration of the term of his desire to terminate this contract, in which case the term shall end as scheduled.

4) Time of Performance

Contractor shall remove each loaded trailer in a timely manner. Non-working days shall include Saturday, Sunday, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and the day after Christmas.

5) Invoices

The Contractor shall invoice the County for scrap tires collected and transported since the previous invoice. Each invoice shall be according to the fees per Section 6. Each invoice shall include a dated listing of the loads collected and transported.

6) Collection Disposal Fees

The County shall pay Contractor, for the work described in Section 2, including processing and transportation of all passenger and truck tires, the sum of \$860.00 per trailer. A Consumer Price Index adjustment will be applied to the contract price each year on the anniversary date. Trailers not switched within thirty (30) days may be subject to \$200 per month rental charge. Off road tires are charged an additional \$0.05 per pound with no minimum tonnage. Majority of trailers provided will be forty eight (48) feet long.

Because fuel consumption constitutes a major part of the fee structure, an additional sur charge will apply. This charge is calculated on the base price of fuel being from \$1.00 to \$1.25 per gallon. Total round trip miles (281) for the transaction are multiplied times the price adjustment per mile for the current average price increment at that time. Average price per gallon is verified weekly, obtained from the US D.O.T. web site or can be obtained by calling (202-586-6966). The price adjustment per mile will be as follows:

STATE OF NORTH CAROLINA

YANCEY COUNTY

Price per Gallon	Price Adjustment per mile
\$1.25 - \$1.49	+0.05
\$1.50 - \$1.74	+0.10
\$1.75 - \$1.99	+0.15
\$2.00 - \$2.24	+0.20
\$2.25 - \$2.49	+0.25
\$2.50 - \$2.74	+0.30
\$2.75 - \$2.99	+0.35
\$3.00 - \$3.24	+0.40
\$3.25 - \$3.49	+0.45
\$3.50 - \$3.74	+0.50
\$3.75 - \$3.99	+0.55
\$4.00 - \$4.24	+0.60
\$4.25 - \$4.49	+0.65
\$4.50 - \$4.74	+0.70
\$4.75 - \$4.99	+0.75
\$5.00 - \$5.24	+0.80

Formula follows with the price of fuel

In the event of a discrepancy between Contractor and County records, such invoice shall be paid less the amount of the discrepancy. A notice of discrepancy with supporting documentation, shall be promptly sent to Contractor and the two parties shall reconcile records and invoices at the earliest possible date. Such reconciliation shall be reflected on the next invoice from Contractor.

7) Taxes, etc. clause

Should the local, state, or federal government impose a franchise fee or tax, Contractor will pass this fee on to the county, or Contractor and County will agree to cancel the contract. Should such termination or recession occur before performance of the activity herein provided is begun, all parties hereto shall be released from the provisions hereof without liability or obligation. Should such termination or recession occur after such performance is begun, the liability and obligations of the parties shall be limited to settlement of all proper claims based upon performance prior to termination or recession of this contract. In no case shall the Company be liable or responsible for any other cost of obtaining, preparing, maintaining, or operating the facilities for deposit of said tires nor shall Company be liable or responsible for any of the cost of obtaining, preparing, maintaining or operating the location for assembly, collection, and removal of said tires.

STATE OF NORTH CAROLINA

YANCEY COUNTY

8) Termination

This Contract may be terminated according to either of the following provisions:

a) Default: If either party hereto deems the other party hereto to be in default of any provision hereof, the claiming party shall provide notice in writing to the defaulting party of said default. If said defaulting party fails to correct the default within twenty (20) working days from the date of notice, the other party may terminate this Contract immediately. In case of such termination the party terminating this contract shall forthwith give the other party written notice of such termination.

b) Mutual Agreement: This Contract may be terminated by mutual agreement of the parties hereto, at any time.

c) Non-Appropriations: Notwithstanding any other provision of this agreement, this agreement will terminate at the end of any fiscal year (June 30) if sufficient appropriations, revenues, income, grant or funding from whatever sources are not available to the County to make all payments projected to fall due during the next succeeding fiscal year under this agreement.

9) Force Majeure

a) Suspension of Performance: The performance of its duties and obligations hereunder by either party shall be suspended to the extent that such performance, in whole or in part, shall be rendered impracticable by Force Majeure.

b) Definition: Force Majeure - For purposes herein, Force Majeure shall be termed as any event or occurrence of any nature or kind in respect to the duties herein that is beyond the control of and occurs without the negligence of the party invoking the same, including without limitation: acts of God or of a public enemy, acts of government or governmental authority in either its sovereign or contractual capacity, wars, riots, fires, floods, explosions, epidemics, boycotts, excessive fuel prices, blackouts, strikes, labor disputes, equipment breakdowns, and any transportation problem directly affecting or inhibiting pickups.

c) Notice: In the event that either party hereto determines that a Force majeure has occurred, or it is likely to occur, said party shall promptly furnish to the other party notice in writing of such Force Majeure, setting forth the nature of such problem, the anticipated effect thereof on said party's performance hereunder and when normal performance may be expected. In the event of excessive fuel prices of over the road diesel. Contractor and County will negotiate satisfactory terms for both parties involved.

STATE OF NORTH CAROLINA

YANCEY COUNTY

d) No Unreasonable Delay: Any party hereto whose performance hereunder is delayed or prevented by a factor of Force Majeure, and said party subsequently invokes Force Majeure, shall take all reasonable steps to resume, with the least possible delay, compliance with its obligations hereunder, provided that said party shall not be required to settle any strike or labor dispute on terms not acceptable to it.

10) Representations

10.1) The Contractor represents, warrants and covenants to County that:

a) It is an entity duly organized, validly existing and in good standing under the laws of the State of North Carolina, and is duly and validly qualified to conduct business and is in good standing in all jurisdictions in which such qualification is necessary.

b) The execution, delivery and performance of this Contract have been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a Default under, or violate the terms of Contractor's organizational agreement, or any rule, regulation, judgment, decree, order, or agreement to which Contractor is a party or by which it may be bound.

c) Contractor shall comply with all environmental and other applicable governmental permits, guidelines and actions during the term hereof, and has paid and will pay all valid charges and assessments in connection therewith. Contractor hereby indemnifies County against any punitive or other action resulting from or associated with Contractor's failure to do so.

10.2) County represents, warrants and covenants to Contractor that:

a) The execution, delivery and performance of this Contract by County have been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a Default under, or violate the terms of decree, order, contract or agreement to which County is a party or by which it may be bound. Concurrently herewith, County tenders unto Contractor a certified copy of the minutes of its County Council authorizing execution and delivery of this Contract.

STATE OF NORTH CAROLINA

YANCEY COUNTY

11) Insurance

Contractor does hereby attest that it has general liability insurance coverage (which covers all its operations including but not limited to motor vehicle transportation) in the minimum amount of one million (\$1,000,000.00) dollars. A "Certificate of Insurance" affirming said coverage is attached hereto as an integral part of this Contract. County shall be listed as an additional insured under said Certificate of Insurance and a copy of said endorsement shall be provided to County within ten (10) days signing of Contract. Contractor shall at all times during the existence of this contract maintain liability insurance coverage in the amount not less than one million (\$1,000,000.00) dollars.

12) Hold Harmless

The Contractor does hereby indemnify and hold the County free and harmless from liability on account of injury or damage to persons or property which may result from the negligent conduct or operations arising out of the business of collection, removal and transportation of tires in accordance with the terms of this contract; and, in the event that any suit or proceeding is brought against the County at law or in equity, either independently or jointly with the Contractor, or either of them, on account of such negligent acts, the Contractor will defend the County in any such suit or proceeding at the cost of the Contractor, and in the event of a final judgment or decree being brought against either of them, the Contractor will pay such judgment or comply with such decree with all costs and expenses of whatsoever nature and hold the County harmless therefrom. Contractor acknowledges they are an independent contractor and are not an employee, servant or agent of the County.

13) Disputes

Any matter that arises hereunder that cannot be settled in negotiations between the parties hereto shall be decided within the venue and jurisdiction of the court of common pleas for Yancey County, North Carolina or, at the option of the County, it's Master in Equity. Such litigation shall not include, by consolidation, joinder or other manner, and additional person or entity not a party to this agreement except by written consent of the County.

14) Miscellaneous

14.1) Contractor agrees to be an equal opportunity employer and not discriminate based on race, religion, or sex.

STATE OF NORTH CAROLINA

YANCEY COUNTY

14.2) This Contract may be changed only by agreement in writing and signed by both parties hereto.

14.3) This Contract embodies the entire contract between the parties and supersedes any prior agreements and understanding, oral and/or written.

14.4) This Contract may be executed simultaneously in two or more counterparts, each of which shall be deemed an original.

14.5) This Contract shall be governed by the laws of the State of North Carolina.

14.6) The sections and heading in the Contract are for reference purposes only and shall not affect in any way the meaning of this Contract or any part herein.

14.7) In the event that any provision of this Contract shall be determined to be invalid, this Contract thereupon shall be deemed to have been amended to eliminate such provisions so the remaining provisions of this Contract shall be valid and binding.

14.8) All notices and other formal communications hereunder shall be made in writing and given or delivered by certified United States mail to the principal and at the address designated below. Acceptance thereof shall be deemed to constitute receipt.

Contractor
U.S. Tire Recycling
6322 Poplar Tent Road
Concord, North Carolina 28027

County
Yancey County
110 Town Sq. Room 11
Burnsville, NC 28714

14.9) Any waiver made hereto shall be deemed to be limited in application to the matters explicitly referred to therein and shall neither be construed as, nor entitle the other party to a waiver by said party of any similar matter.

14.10) This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Contract nor any of the rights, interests, or obligations hereunder shall be assigned by either party hereto without the prior written consent of the other party hereto, which consent shall not be unreasonable withheld or delayed.

STATE OF NORTH CAROLINA

YANCEY COUNTY

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the date first above written.

YANCEY COUNTY

BY: *Mark R Bennett*
Yancey County Manager

ATTEST

J. Lynn Colson
Clerk to the Board of Commissioners

U.S. TIRE RECYCLING

BY: *Gene Pitts*

ATTEST

Christina

Criminal Justice Partnership Program

FY 2011

Budget Summary

Due in the CJPP Office by March 31, 2010

County: **Yancey**

Grant Number: **00-0710-I-A**

County Operations

Contractual Service

Contact Person: **Christopher Hughes**

Phone: **8282841956**

Fax: **8286824301** Email: **chughes@yanceycountync.gov**

FY 2009 - 2010 Grant Award **54,553.00**

FY 2010 - 2011 Grant Award **54,553.00**

Budgeted Amounts (FY 2009 - 2010)			Expenditure Amounts (FY 2009 - 2010)		
Budget Category and Code	[A] Budgeted July 1, 2009 (From Column [A] from July Report)	[B] Budgeted Dec 31, 2009 (Column [A] from July Report + Column [H] from July through December reports)	[C] Actual Expenditures Through Dec 31, 2009	[D] Estimated Total Expenditures (July 1, 2009 Through June 30, 2010)	[E] Budgeted for FY 2010 - 2011
Personnel 536502 1	4,155.00	4,155.00	2,423.75	4,155.00	4,155.00
Travel 536502 2	694.00	694.00	404.88	694.00	694.00
Contractual 536502 3	37,834.00	37,834.00	2,101.92	10,000.00	41,834.00
Operating 536502 4	4,620.00	4,620.00	2,233.00	4,620.00	5,620.00
Equipment 536502 5	7,250.00	7,250.00	0.00	7,250.00	2,250.00
Construction 536502 6	0.00	0.00	0.00	0.00	0.00
Unallocated 536502 7	0.00	0.00	0.00	0.00	0.00
Totals	54,553.00 <small>(To Match FY 2009 - 2010 Grant Award)</small>	54,553.00 <small>(To Match Column [A] Total)</small>	7,164.00 <small>(Should match [C] from December Report)</small>	26,719.00	54,553.00 <small>(To Match FY 2010 - 2011 Grant Award)</small>

I certify that this information is correct, based on the grantee county's accounting system and records, consistently applied and maintained. Expenditures shown have been made for the purpose of and in accordance with the approved budget and applicable grant conditions and requirements. Appropriate documentation to support all expenditures is available for inspection.

	<i>4-6-10</i>		<i>4-13-10</i>
Signature of Program Director	Date	Signature of County Manager, Official Designee, or Fiscal Officer	Date

NOTE: Not needed if services are fully contracted with service provider.

[Return to Form Selection Page](#)

Criminal Justice Partnership Program

FY 2011 - from July 1, 2010 to June 30, 2011 **Budget Line Item Justifications**

County: **Yancey**

Grant Number: **00-0710-I-A**

County Operations
 Contractual Service

Contact Person: **Christopher Hughes**

Phone: **8282841956**

Fax: **8286824301** Email: **chughes@yanceycountync.gov**

FY Grant
Award Amount **54,553**

Personnel

	Line Items	Justifications		Totals
Salaries				
List each position separately.	Position 1.	Finance Officer calculated at 2 hours per week over the fiscal year to manage administrative and financial activities related to CJPP	Hours/Year 104 Salary 1,645	
	Position 2.	CJPP Director - Tri-County shared between Madison, Mitchell, and Yancey counties. Director will serve as a Yancey County employee at 24 hours per week @ 14.25 per hour for 52 week per year. Total \$17,784 for this position. Yancey County will pay the required benefits.	Hours/Year Salary 0	
Total Full Time Equivalences (FTE's)			0.05	
Wage Taxes				
Indicate FICA amount.	FICA	Postion #1 and #2 - pro rata of FICA/Medicare calculated at 7.65% of salary.	1,432	
List other wage tax.				
Fringe Benefits				
List separately.	A.	Postion #1 - pro rata of retirement calculated at 5% of salary.	82	
Include insurance, retirement, 401(k), workers' compensations, unemployment, etc.	B.	Position #1 and #2- pro rata of of worker's compensation calculated at 5% of salary.	971	
	C.	Postion #1 - pro rata of Bond Insurance.	25	
Total Personnel			4,155	

Travel

	Line Items	Justifications		Totals
List each travel or training event and its estimated cost separately.		Staff Position and Description of travel event		

Staff mileage should be listed as well, indicated as 'Staff Mileage'.

NOTES:

- All out-of-state travel must be shown in detail and approved prior to reimbursement.
- Travel expenses submitted should not exceed County or State allowable amounts.
- State mileage rate is \$0.345 per mile

A. Travel between Madison and Mitchell Counties related to CJPP. Figured form the state standard rate per mile.

694

Total Travel 694

Contractual

List each contractor separately.

Line Items	Justifications	Totals
A.	ARP Phoenix - provide regular and long term outpatient treatment for referred offenders	30,334
B.	October Road Inc - provide intensive outpatient treatment for referred offenders.	5,000
C.	Robert James - provide anger management to referred offenders	1,500
D.	Swain Recovery Center - provide inpatient treatment for referred offenders.	5,000
Total Contractual		41,834

Operating

Operating expenses include costs of running the program.

List each item separately and provide details for all operational items, including unit costs, where applicable.

DO NOT LIST EQUIPMENT.

Line Items	Justifications	Totals
Rent	\$150 per month to Yancey County for Office place	1,800
Utilities	\$50 per month to Yancey County for Utilities	600
Telephone	\$55 per month to Yancey County	720
Postage	For CJPP functions	500
Office Supplies	General Office Supplies	500

Other	Food and Drinks for quarterly Board meetings.	500
Other	Urine Drug Screens, Saliva Drug Screens, SALCE/SASSI Assessment Instruments to be used exclusively with CJPP referred offenders.	1,000
Total Operating		5,620

Equipment

Equipment includes all items over \$500, used for operating the program.

List each item separately and provide details for all equipment, including number of each to be purchased.

Line Items	Justifications	Totals
Other	supplies	2,250
Total Equipment		2,250

Construction

For facility construction or renovation.

Include paint, carpet, roofing, electrical, etc.

Line Items	Justifications	Totals
Total Construction		0

Budget Line Item Total 54,553

[Return to Form Selection Page](#)

Criminal Justice Partnership Program

Application for Continuation of Implementation Funding

FY 2011 - from July 1, 2010 to June 30, 2011

Due in the CJPP Coordinator's Office by March 31, 2010

County: **Yancey** Grant Number: **00-0710-** County Operations
I-A Contractual Service

Contact Person: **Christopher Hughes**
 Phone: **8282841956**
 Fax: **8286824301** Email: **chughes@yanceycountync.gov**

Note:

This application is to be used for the continuation of implementation grant funding only.
 New programs must complete a full application in accordance with Section IV.A of the CJPP Policies and Procedures.

1. County Manager/Authorizing Official

Name Nathan Bennett
Title County Manger
Address 110 Town Square Room 11
 Burnsville , NC 28714
Phone 828-682-3971
Fax 828-682-4301
Email nbennett@yanceycountync.gov


Signature

2. Fiscal Agent

Name Lynne Hensley
Title Director of Finance
Address 110 Town Square Room 11
 Burnsville , NC 28714
Phone 828-682-3971
Fax 828-682-4301
Email lhensley@yanceycountync.gov

Signature

3. CJPP Local Advisory Board Chair

Name James Edward
Title Probation Officer
Address 110 Town Square room
 Burnsville, NC 28714
Phone 828-682-3153
Fax 828-682-6964
Email

Signature

4. Total Grant Award Amount 54,553.00

5. Program Type

Indicate the type(s) of CJP program(s) operated. (Check all that apply)

- Day Reporting Center
- Sat. Substance Abuse Treatment
- Resource Center

6. Date Approved

Approved By

2-26-2010

CJPP Local Advisory Board

3-2-2010

County Board of Commissioners

7. Sentenced Offender Program

A. Program Information

B. Program Administration (for Contractual Programs only)

Provide Name, Address, and Phone/Fax/Email of Program

Provide Name, Title, Address, and Phone/Fax/Email of Director, Administrator or Contact Person

Yancey County CJPP 110 Town Square Room 11 Burnsville, NC 28714 8282841956 8286824301 chughes@yanceycountync.gov

Christopher Hughes 110 Town Square Room 11 Burnsville, NC 28714 8282841956 8286824301 chughes@yanceycountync.gov

Program Director Name Christopher Hughes

8. Program Modifications

A. Check All Proposed Changes in the Following Program Components.

B. For Each Checked, Describe Current Program Component, followed by Proposed Program Component.

- Program Goals and Objectives
- Program Activities
- # of Offenders Served
- Offenders Targeted
- Program Administration
- Administrative Fees
- Program Staffing
- Contracts
- MOA's
- Job Descriptions for County Employees

Other

Working supervisor to develop a job description to measure yearly performance.
--

Other

9. Sentenced Offender Program Goals and Objectives Description

(Refer to CJPP Legislation as a guide to the definitions of Goals and Objectives)

State the GOALS of the program in terms of the long-term effect the program is designed to have, and a list of measurable OBJECTIVES to meet those goals.

Goals

Objectives to meet Goal

To provide a structured punishment option for offenders who receive Intermediate Sentences and for other offenders determined to be appropriate for CJPP services.

1. Provide rehabilitative services and sanctions for a minimum of 30 offenders a annually.
2. Provide clear and consistent communication regarding expectations for offenders and consequences for non-compliance with expectations.
3. Support communication among TASC, Probation, and others to enhance treatment efficiency.

To support a local effort to reduce the cost of incarceration to Yancey County and the State of North Carolina.

1. all offenders will be properly assessed for the need for Substance Abuse Treatment and Concomitant Mental Health Treatment.
2. Offenders who are diagnosed with substance abuse or substance dependence will be referred to treatment encouraged to participate in a 12 step recovery program.
3. Offenders who are found to have a co-occurring mental health issue will be referred for treatment of mental health issues.
4. Where appropriate, offenders will be referred to community resources such Vocational Rehabilitation, Mayland Community College, or another learning institution
5. Where appropriate, offenders will be referred for Domestic Abuse Treatment or Anger Management.
6. Yancey County will experience a 25% reduction in thee incarceration for offenders who are referred and treated in the community in lieu of incarceration in the local jail.

To improve communication among all segments of the Criminal Justice System in the 24th Judicial District and community agencies that are able to assist with referred offenders.

1. The Yancey County CJPP Advisory Board will a minimum of 4 Board meeting annually.
2. Participants in CJPP process will review and follow a standard procedure for receipt of referrals from TASC and Probation & Parole to treatment providers and will follow clear guidelines for communication to ensure that confidentiality and all other applicable laws and regulations are followed.

10. Program Capacity Data

**Sentenced
Offender**

Provide the following information regarding program services:

- [A] 1. What was the actual TOTAL number of people served during FY 2008 - 2009? 30
- 2. What is the estimated TOTAL number of people to be served during FY 2009 - 2010? * 10
- 3. What is the estimated TOTAL number of people to be served during FY 2010 - 2011? * 40

* Consider treatment slots, length of time in treatment, and total budget when estimating total number of people served.

[B] Check all services that apply

		On Site	Off Site
[1] <input checked="" type="checkbox"/> Substance Abuse Treatment	<input checked="" type="checkbox"/> Assessment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/> ROPT	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/> IOPT	<input type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/> Support Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/> After Care	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/> Drug Screens	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>
[2] <input checked="" type="checkbox"/> Educational Services		<input type="checkbox"/>	<input checked="" type="checkbox"/>
[3] <input checked="" type="checkbox"/> Job Development Services		<input type="checkbox"/>	<input checked="" type="checkbox"/>
[4] <input type="checkbox"/> Cognitive Behavioral Intervention		<input type="checkbox"/>	<input type="checkbox"/>
[5] <input checked="" type="checkbox"/> Domestic Violence Services		<input type="checkbox"/>	<input checked="" type="checkbox"/>
[6] <input type="checkbox"/> Life Skills		<input type="checkbox"/>	<input type="checkbox"/>
[7] <input type="checkbox"/> Sex Offender		<input type="checkbox"/>	<input type="checkbox"/>
[8] <input type="checkbox"/> Others		<input type="checkbox"/>	<input type="checkbox"/>

11. Service Provider Information

[A] List the NON-CONTRACTED (i.e., services at NO COST to CJPP) Service Providers to the program. Attachment 2

Attach a Copy of Memorandums of Agreement (MOA's) in attachment section for FY 2010 - 2011. MOA's should be maintained in Program files on site.

MOA `s among TASC, CJPP, NC Dept. of Corrections

[B] List the CONTRACTED (i.e., services at COST to CJPP) Service Providers to the program. Attachment 3

Attach a Copy of Proposed or Signed Contracts in attachment section for FY 2010 - 2011. Contracts should be maintained in Program files on site.

ROPT - ARP Phoenix
 IOPT - October Road Inc.
 Residential Treatment - Swain Recovery Center

Anger Management - Robert James, MSW

Please Note: Attachments are required for contracts and MOA's for FY 2010 - 2011.

12. Project Income

Does the program anticipate receiving any Project Income?

No

Yes (Attach a completed "Project Income Report" form) Attachment 8

Submit one (1) Original and two (2) copies of Application and Attachments, including budgets.

Attachment Check List

Attach the following in this order:

Attachment	Attached?	Reason, if Not Attached
1. Job Descriptions for all modified CJP Program Positions	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A
2. Copies of All MOA's for FY 2010 - 2011 for Service Providers	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
3. Copies of All Proposed or Signed and Executed Contracts for FY 2010 - 2011 for Service Providers	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
4. Copy of facility license and proof of appropriate certification or registration with certifying board.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Monthly or Weekly Calendar detailing Services Provided	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6. Local CJPP Advisory Board Members and Terms	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
7. Budget Line Item Justification Form	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8. Budget Summary Form	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
9. Project Income Report (if applicable)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A
10. Information regarding all funding sources beyond CJPP funds (Grants, County Funds, etc.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A

NOTE: Please number your attachments and submit in the order indicated above.

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Attachment I

Nathan Bennett, County Manager

Walter Savage, Chairman

Jerri Storie, Commissioner

Johnny Riddle, Commissioner



YANCEY COUNTY

110 Town Square, Room 11 • Burnsville, North Carolina 28714

PHONE: (828) 682-3971 • FAX: (828) 682-4301

RESOLUTION

North Carolina Department of Transportation

Division of Highways

Request for Addition to State Maintained Secondary Road System

North Carolina
County of Yancey

Road Description: Addition of Barebridge Fields Drive, Burnsville, NC

WHEREAS, the attached petition has been filed with Board of County Commissioners of the County of Yancey requesting that the above described road, the location of which has been indicated in red on the attached map, be added to the Secondary Road System, and

WHEREAS, the Board of County Commissioners is of the opinion that the above described road should be added to the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the System.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of the County of Yancey that the Division of Highways is hereby requested to review the above described road, and to take over the road for maintenance if it meets established standards and criteria.

Adopted this the 6th day of April 2010.

(county seal)



Walter E. Savage
Walter E. Savage, Chairman

Jerri Storie
Jerri Storie, Member

Johnny Riddle
Johnny Riddle, Member

CERTIFICATE

The foregoing resolution was duly adopted by the Board of Commissioners of the County of Yancey at a meeting on the 6th day of April, 2010.

WITNESS my hand and official seal this the 12th day of April, 2010.

J. Jason Robinson
J. Jason Robinson, Clerk to the Board