

Minutes of the 11 February 2013
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 11 February 2013 meeting of the Yancey County Board of Commissioners were Chairman Johnny Riddle, Commissioner Jill Austin, Commissioner Jim Edwards, Commissioner Randy Ollis, Commissioner Jeff Whitson, County Manager Nathan Bennett, Clerk to the Board Jason Robinson, County Planner Jamie McMahan, County Attorney Donny Laws, Sheriff Gary Banks, Tres Magner and Linda Semon with Yancey County Cooperative Extension Service, Tax Collector Fonda Thomas, President of Mayland Community College Dr. John Boyd, Michelle Ball with High Country Council of Governments, members of the media, 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. Commissioner Ollis then led everyone in the Pledge of Allegiance. Chairman Riddle then asked for a motion to approve the agenda. Commissioner Edwards made a motion to approve the agenda and it was seconded by Commissioner Austin. The vote to approve was unanimous. (Attachment A)

Public Comment

The only person to speak before the Board was Benny Riddle. Mr. Riddle spoke about the federal government paying for contraception, and the government wanting to stop young people from working at sawmills, mills, etc. but have not problem having an ambulance on standby at a football game. He also spoke about how it was counterproductive to have the town attorney speak against the asphalt plant while trying to get businesses into the county. He also spoke about the country being on the verge of civil war due to the gun control debate.

Consent Agenda

The Board next moved to the consent agenda portion of the agenda. Chairman Riddle gave an overview of the consent agenda items for consideration this month. On the consent agenda for February were the approval of the January 14th regular meeting and the January 28th special meeting. Also on the consent agenda was the appointment to the Toe River Board of Health of Dr. David Cort, a long time physician from Yancey County. The consent agenda also contained a request by Yancey County Schools to use lottery funds on certain projects (Attachment B). Also on the consent agenda for February was budget amendment #4 for the 2012-13 fiscal year budget (Attachment C) and the January tax collection report (Attachment D). Commissioner Ollis asked that in the future if the schools were to make a request that they might send someone to the meeting to present the request in case the Board had any questions. Commissioner Ollis then made a motion to approve the agenda and it was seconded by Commissioner Edwards. The vote to approve was unanimous.

4-H Recognition and Presentations

The Board next heard from Tres Magner and Linda Semon with the Yancey County Cooperative Extension Service concerning awards for 4-H. Mr. Magner and Mrs. Semon presented a number of awards to individuals for outstanding achievement in 4-H. They also presented awards to a number of individuals who have selflessly volunteered hundreds of hours to 4-H within the past year. Chairman Riddle thanked and congratulated all of the individuals for their service and their awards.

Mayland Community College Update

The Board next heard from Dr. John Boyd, President of Mayland Community College. Dr. Boyd updated the Board on the growth of Mayland over the past year as well as some capital projects that have been ongoing within the last year. First among these capital projects is the Anspach Advanced Manufacturing School which is to be added to the Mayland Yancey Campus. This expansion at the Yancey Campus will allow students to obtain a two year engineering degree while at the same time doubling the size of the Yancey Campus. The Anspach School will also allow more welding classes to be taught on the campus as well as blacksmithing classes. In addition there will also be classes in robotics and advanced manufacturing techniques that will create a technically trained workforce for the future. The second capital project that Dr. Boyd spoke about was the Energy Xchange facility which is located at the former Yancey-Mitchell Landfill. Dr. Boyd stated that Mayland had been running the Energy Xchange for

almost a year now and are looking for opportunities to make it economically viable. The idea that has come out of the quest to make the Energy Xchange an economically viable entity is the Blue Ridge Star Park and the Gardens of Mayland. Dr. Boyd expressed the belief that with these two additions the area would become a destination that people would want to visit. Blue Ridge Star Parks is going to be an observatory area with the centerpiece being a 34 inch telescope, possibly the largest in North Carolina. The Gardens of Mayland are planned to be tiered gardens of native plants with trails so that visitors can enjoy them. Dr. Boyd further stated that it was his hope that all of the funding for this venture will come from donations and not from the counties that support Mayland. One thing that will need to be addressed will be a memorandum of understanding between Mayland and Yancey County because the place where the observatory and the gardens will be is county property. Commissioner Ollis stated that he would like to see two areas addressed and that was the parking situation at the main campus and the offering of a paramedic degree at the Yancey Campus. Dr. Boyd stated that he would love to expand the academic offerings at the Yancey Campus and a plan was being developed to try to address the parking situation at the main campus.

Tax Collector Report

The Board next heard from Tax Collector Fonda Thomas who stated that she needed to present the uncollected 2012 taxes to the Board in order to proceed with a second notice and advertising of delinquent taxes in the paper. Upon hearing from Mrs. Thomas, Commissioner Edwards made a motion to accept the 2012 uncollected taxes and allow the tax collector to proceed with second notice and advertising. The motion was seconded by Commissioner Austin and the vote to approve was unanimous (Attachment E).

CDBG Update and Request for Approval

The Board next heard from Michelle Ball with the High Country Council of Governments concerning the Yancey County Senior Center Project. Ms. Ball stated that she was coming before the Board to present the project ordinance for the senior center, and the agreement with High Country Council of Governments to administer the grant. According to Ms. Ball these documents need to be approved in order to move forward on the \$500,000 grant for the senior center project. Ms. Ball further stated that she would expect the funds to be released to the county at the end of March or first of April. County Planner Jamie McMahan further informed the Board that there were two other agreements that were not in the packet that needed to be approved that were being looked at by the county attorney at present. Upon hearing from Ms. Ball and Mr. McMahan, Commissioner Whitson made a motion to allow the High Country Council of Governments to administer the catalyst grant, to approve the project ordinance and further to authorize the chairman and county manager to sign all other necessary documents after the county attorney has reviewed those documents. The motion was seconded Commissioner Ollis and the vote to approve was unanimous (Attachment F).

Sheriff's Department Request and Discussion

The Board next heard from Yancey County Sheriff Gary Banks. Sheriff Banks read a letter that had been sent to County Manager Nathan Bennett (Attachment G). Sheriff Banks stated that County Manager Bennett had asked for a cost analysis of his request for hiring a new deputy and making a ¾ time deputy a full time deputy to be used to help secure the schools in Yancey County. Sheriff Banks stated that he had done that cost analysis (Attachment H) and had talked with the finance officer earlier in the day and had discovered that at the present time he only had used 53.8% of his budget for salaries and the percentage should be at 61.7% which means that he should have an additional \$27,162 left over for salaries which would cover his request until the end of the fiscal year. Chairman Riddle asked Sheriff Banks if he had spoken with the Yancey County Schools about this proposal. Sheriff Banks stated that he had spoken with Dr. Tony Tipton about this plan and Dr. Tipton agreed something needed to be done but did not offer specifics. Sheriff Banks further stated that the plan is now to have patrol officers stop in to the schools for maybe 15 minutes to an hour each day to be a presence in the school. Commissioner Whitson asked what would be the primary responsibility of these officers. Sheriff Banks responded that the primary responsibility would be to be in the schools with no school resource officers as much possible while working opposing 12 hours shifts. Commissioner Edwards then asked Sheriff Banks if he was asking for any additional money. Sheriff Banks responded that he was not asking for any additional money this fiscal year. Discussion followed about the number of deputies currently employed and about possible equipment costs. Following discussions Commissioner Whitson made a motion to approve the sheriff's request for a full time deputy and to make a ¾ time deputy a full time deputy until the end of the fiscal year. The motion was seconded by Commissioner Edwards and the vote to approve was unanimous.

County Manager Business

The Board next heard from County Manager Nathan Bennett. Mr. Bennett informed the Board that in the interest of time he did not have anything that needed to be reported this month.

County Attorney Business

The Board next heard from Attorney Todd Bailey who represents Randy Banks and Banks Holding, LP. Mr. Bailey told the Board that he felt like that the valuation for Banks holding was too much and was indeed a clerical error. He stated he realized that the county attorney and an attorney with the UNC School of Government disagreed with him but it was ultimately up to the Board to make that decision. Mr. Bailey presented instances where the Board had granted relief in similar situations (Attachment I). Mr. Bailey stated he believes that this was a clerical error because someone on the reevaluation team or in the tax office identified this lot as a Mountain Air Lot. Mr. Bailey stated that this lot was never intended to be sold. Commissioner Whitson stated that he had visited the lot and the view from the lot was as good if not better than some of the other lots. Mr. Bailey stated that this lot was never intended to be sold. Upon hearing from Mr. Bailey, Commissioner Ollis made a motion to deny the request by Banks Holding and to refer it to the 2013 session of the Board of Equalization and Review. The motion was seconded by Commissioner Austin and the vote to approve was unanimous.

Commissioner Business

Chairman Riddle then asked any of the Board if they had any announcements or business. No commissioner had any reports to make this month. Chairman Riddle then stated that as a board we need to bring the school board and the sheriff together to have a full discussion and come up with the best solution for school violence.

Closed Session

Commissioner Ollis then made a motion for the Board to go into closed session pursuant to NCGS 143-318.11(a)(6) to discuss personnel. The motion was seconded by Commissioner Edwards and the vote to go into closed session was unanimous.

The Board then came out of closed session when it was determined that the business that Sheriff Banks had before the Board was not eligible for a closed session. Sheriff Banks then stated that he had asked to speak about the dispatchers and the patrol cars referenced in a letter sent to County Manager Nathan Bennett (Attachment J). He further stated that he had received calls and heard rumblings in the community about the sheriff's department parking patrol cars. Sheriff Banks stated that he makes his officers take their cars home and all of the equipment is inside the cars. If the officers go on vacation then they park the cars. There have been many instances where the officers that were off-duty answered calls that the on-duty deputies could not get to. Commissioner Austin then asked if there were cars being taken out of the county. Sheriff Banks answered yes that there were a few officers that lived outside of the county. Sheriff Banks further stated that the dispatchers with the Yancey County Sheriff's Department were a great asset to the county. They are able to dispatch and keep the sheriff's office open 24 hours per day. Commissioner Ollis then stated that he had stated he would like to see the sheriff's office dispatchers and E-911 dispatchers combined and asked the sheriff what his thoughts were on the plan. The second issue with the patrol cars came up when discussions were had on January 28th about a possible lease program. Commissioner Ollis stated to the sheriff that he appreciated him taking care of the money in his budget. Sheriff Banks also expressed appreciation to the Board. County Attorney Donny Laws stated that communication was important between the Board and the sheriff's department to avoid misunderstandings.

Upon hearing from Sheriff Banks, Commissioner Whitson made a motion to go back into closed session pursuant to NCGS 143-318.11(a)(6). The motion was seconded by Commissioner Ollis and the vote to go into closed session was unanimous.

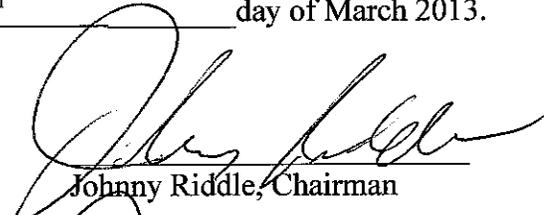
Upon coming out of closed session County Manager Nathan Bennett was asked by the Board for the need of the intern/maintenance supervisor position. County Manager Bennett stated that the position was no longer needed and that it could be done with existing staff. Mr. Bennett then reviewed with the Board the reduction in force policy that had been adopted by the County in the Yancey County Personnel Policy. Upon hearing from County Manager Bennett, Commissioner Edwards made a motion to eliminate the intern/maintenance supervisor position pursuant to the reduction in force policy set forth in the Yancey County Personnel Policy. The motion was seconded by Commissioner Ollis and the vote to approve was unanimous.

Adjournment

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

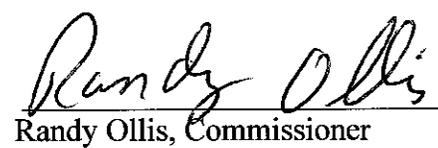
Approved and authenticated on this the 11th day of March 2013.

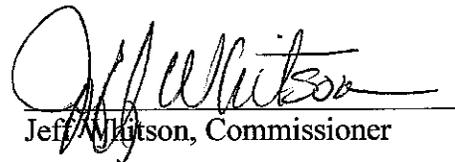
Attest:

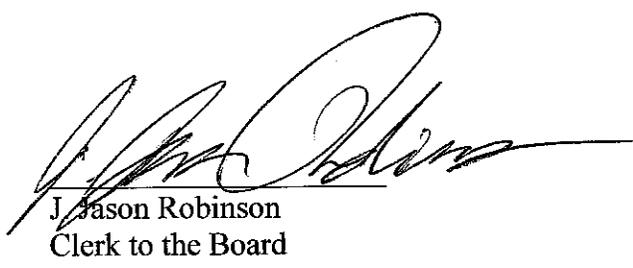

Johnny Riddle, Chairman


Jill Austin, Commissioner

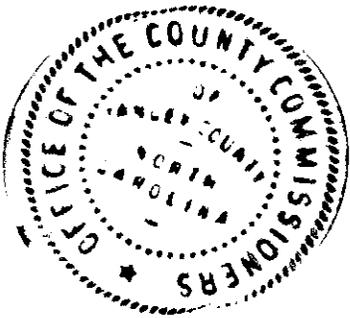

Jim Edwards, Commissioner


Randy Ollis, Commissioner


Jeff Whitson, Commissioner


Jason Robinson
Clerk to the Board

(county seal)





AGENDA
YANCEY COUNTY BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING
February 11, 2013
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- January 14th Regular Meeting, January 28th Special Meeting
 - b. Board Appointment – Toe River Board of Health – David Cort
 - c. Yancey County Schools Request of Lottery Funds
 - d. Budget Amendment #4
 - e. January Tax Collection Report
- VI. 4-H Recognition and Presentation – Tres Magner, Cooperative Extension Director
- VII. Disabled American Veterans Request – Jerry Miller, DAV Commander
- VIII. Mayland Community College Update – Dr. John Boyd, President
- IX. Tax Collector Request – Fonda Thomas, Yancey County Tax Collector
- X. CDBG Update and Request for Approval – Michelle Ball – High Country Council of Governments
- XI. Sheriff's Department Request and Discussion – Sheriff Gary Banks
- XII. County Manager Report – Nathan Bennett, County Manager
- XIII. County Attorney Report – Donny Laws, County Attorney
 - a. Banks Holding, LP
- XIV. County Commissioners Report
- XV. Closed Session Pursuant to NCGS 143-318.11(a)(6) to discuss personnel
- XVI. Adjourn

Attachment B



YANCEY COUNTY SCHOOLS

Our Vision - Excellence

To: Yancey County Commissioners
Re: Use of Lottery Funds
From: Dr. Tony Tipton, Superintendent
Yancey County Schools

Dear Members,

Yancey County Schools has pursued some very exciting projects for our school system. The first one is the new construction of our Middle School Health Centers. A grant was obtained for a large portion of the cost, but an estimated amount of \$160,000 will be required for the completion of the contract. The centers are open and functional but we are awaiting final checklist items to be complete. We will be requesting lottery funds for the balance on this project.

The girls' softball fieldhouse at Mtn. Heritage High School has been a long awaited project after multiple years of savings. It has finally become a reality when ground was broken on the project November 5, 2012. Completion is expected April 4, 2013, just in time for spring softball. The approximate amount of lottery funds to be requested for this project will be \$130,000.

The final project for this school year that we are pursuing is replacing the visitor's bleachers at Mtn. Heritage High School. This has been a safety concern of the Board of Education for quite some time. The projected amount to replace the bleachers is \$200,000 which will also be requested from lottery funds.

All of these projects will positively impact the students of Yancey County. We hope you are equally excited about these projects and are supportive of Yancey County Schools using lottery funds in this manner.

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 # 4

The purpose of this budget amendment is to adjust various revenues and expenditures that have changed since the adoption of the 2012-2013 Budget. The amendment covers an adjustment to the Sheriff's Dept for repair and maintenance auto due to high mileage vehicles (line 1), the cost of inmate medical expenses (line 2), jail repairs due to an inspection by the State of North Carolina (line 3), repairs to the elevator from the jail to the courtroom and a universal door-lock system for the courthouse (line 4) and the cost of the iPads for Commissioner's (line 8). The offset of these expenditures comes from an increase in jail fees collected thus far (line 13), a cost savings in management salaries (line 6) and annual leave payout (line 7) and the remaining balance is being deducted from general fund contingency (line 5). The net difference of this budget amendment is \$30,000 which increases the budget from \$20,038,820 to \$20,068,820.

If there are any questions related to Budget Amendment #4, 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 # 4

FUND: GENERAL

As entered in the minutes of the Yancey County Board of Commissioners at a meeting on Monday, February 11, 2013.

| EXPEND. CODE | ACCOUNT | INCREASE | DECREASE | |
|----------------------|---------------|--------------------------|---------------|-----------|
| 1 | 104310-5353 | R&M AUTOS - SHERIFF | 7,000.00 | |
| 2 | 104322-519305 | MEDICAL FOR INMATES | 12,000.00 | |
| 3 | 104190-524011 | R&M JAIL | 11,000.00 | |
| 4 | 104190-524001 | R&M COURTHOUSE | 15,000.00 | |
| 5 | 104200-5991 | GENERAL FUND CONTINGENCY | | 15,000.00 |
| 6 | 104120-5121 | SALARIES | | 1,000.00 |
| 7 | 104200-5130 | ANNUAL LEAVE PAYOUT | | 2,000.00 |
| 8 | 104110-5510 | GOV BODY - CAPITAL | 3,000.00 | |
| 9 | | | | |
| 10 | | | | |
| 11 | | | | |
| 12 | | | | |
| TOTALS | | 48,000.00 | | 18,000.00 |
| NET CHANGE | | | 30,000.00 | |
| CURRENT APPROP | | | 20,038,820.00 | |
| TOTAL APPROP AMENDED | | | 20,068,820.00 | |

| EXPEND. CODE | ACCOUNT | INCREASE | DECREASE | |
|----------------------|-------------|-----------|---------------|------|
| 13 | 104048-4530 | JAIL FEES | 30,000.00 | |
| 14 | | | | |
| 15 | | | | |
| 16 | | | | |
| 17 | | | | |
| 18 | | | | |
| 19 | | | | |
| 20 | | | | |
| 21 | | | | |
| 22 | | | | |
| TOTALS | | 30,000.00 | | 0.00 |
| NET CHANGE | | | 30,000.00 | |
| CURRENT APPROP | | | 20,038,820.00 | |
| TOTAL APPROP AMENDED | | | 20,068,820.00 | |

0.00

Attachment 0
YANCEY COUNTY TAX ADMINISTRATION

End of Month Breakout
Posted Credits in Date Range 01/01/2013 to 01/31/2013 for Both

| Description | Amount |
|--|------------------|
| NonVehicle Payments | |
| County NonVehicle Tax Payments 2012 | \$739,420.36 |
| County NonVehicle Tax Payments 2011 | \$24,721.85 |
| County NonVehicle Tax Payments 2010 | \$9,083.09 |
| County NonVehicle Tax Payments 2009 | \$2,777.80 |
| County NonVehicle Tax Payments 2008 | \$666.73 |
| County NonVehicle Tax Payments 2007 | \$329.50 |
| County NonVehicle Tax Payments 2006 | |
| County NonVehicle Tax Payments 2005 | |
| County NonVehicle Tax Payments 2004 | |
| County NonVehicle Tax Payments 2003 | |
| County NonVehicle Tax Payments 2002 | |
| County NonVehicle Advertising Payments | \$224.00 |
| County NonVehicle Interest Payments | \$8,720.02 |
| County NonVehicle Late List Penalty Paym | \$59.95 |
| County Foreclosure Cost Payments | \$5,026.92 |
| County NonVehicle Refunds | \$1,836.89 |
| County NonVehicle Total Payments | \$792,867.11 |
| Burnsville VFD NonVehicle Tax | \$14,230.60 |
| South Toe VFD NonVehicle Tax | \$11,073.24 |
| Newdale VFD NonVehicle Tax | \$11,611.08 |
| West Yancey VFD NonVehicle Tax | \$17,635.33 |
| Egypt/Ramseytown VFD NonVehicle Tax | \$7,803.06 |
| Clearmont VFD NonVehicle Tax | \$5,175.61 |
| Double Island VFD NonVehicle Tax | \$2,529.32 |
| Pensacola VFD NonVehicle Tax | \$10,472.19 |
| VFD NonVehicle Total Payments | \$80,530.43 |
| NonVehicle Total Payments | \$873,397.54 |
| NonVehicle BankCard Amount | \$17,386.53 |
| NonVehicle BankCard Fee | |
| Vehicle Payments | |
| County Vehicle Tax Payments 2012 | \$46,504.79 |
| County Vehicle Tax Payments 2011 | \$6,434.82 |
| County Vehicle Tax Payments 2010 | \$145.69 |
| County Vehicle Tax Payments 2009 | \$3.71 |
| County Vehicle Tax Payments 2008 | \$25.97 |

| | |
|--|--------------|
| County Vehicle Tax Payments 2007 | |
| County Vehicle Tax Payments 2006 | |
| County Vehicle Tax Payments 2005 | \$2.00 |
| County Vehicle Tax Payments 2004 | |
| County Vehicle Tax Payments 2003 | \$25.90 |
| County Vehicle Tax Payments 2002 | \$7.60 |
| County Vehicle Interest | \$981.93 |
| Vehicle Refunds | \$19.80 |
| | |
| County Vehicle Total Payments | \$54,152.21 |
| | |
| Burnsville VFD Vehicle Tax | \$1,161.61 |
| South Toe VFD Vehicle Tax | \$940.96 |
| Newdale VFD Vehicle Tax | \$1,371.95 |
| West Yancey VFD Vehicle Tax | \$998.23 |
| Egypt/Ramseytown VFD Vehicle Tax | \$264.78 |
| Clearmont VFD Vehicle Tax | \$637.56 |
| Double Island VFD Vehicle Tax | \$173.98 |
| Pensacola VFD Vehicle Tax | \$338.62 |
| VFD Vehicle Interest | \$104.31 |
| | |
| VFD Vehicle Total Payments | \$5,992.00 |
| | |
| Town of Burnsville Vehicle Tax | \$5,027.63 |
| Town of Burnsville Vehicle Interest | \$95.43 |
| | |
| Town of Burnsville Vehicle Total Payment | \$5,123.06 |
| | |
| State Vehicle Interest | \$671.19 |
| | |
| Vehicle Total Payments | \$65,938.46 |
| | |
| Vehicle BankCard Amount | \$1,805.66 |
| Vehicle BankCard Fee | |
| | |
| NonVehicle + Vehicle Total Payments | \$939,336.00 |

01/31/2013

YANCEY COUNTY TAX ADMINISTRATION

Bank Card Register for Date Range:

01/01/2013 to 01/31/2013

| Bill | Name | Credit Amount | Card Fee | Total |
|-------------|--------------------------------|---------------|----------|------------|
| V201213594 | ALCOCK, JOHN DEREK | \$35.06 | | \$35.06 |
| N2012000458 | AUSTIN, CHRISTOPHER D & PETE | \$60.77 | | \$60.77 |
| V201211971 | BATZER, JESSICA RACHELLE | \$22.15 | | \$22.15 |
| V201112104 | BENNETT, AMANDA BLANCHE | \$87.26 | | \$87.26 |
| V201118275 | BIGGERSTAFF, RONALD LEE | \$83.35 | | \$83.35 |
| V201213774 | BRADDOCK, COREY NEAL | \$9.80 | | \$9.80 |
| N2012001965 | BRANDT, STEPHEN W | \$3,998.40 | | \$3,998.40 |
| N2012002193 | BROWN, LARRY T & DARLENE G | \$206.32 | | \$206.32 |
| N2012002463 | BUCK, FREDRICK C | \$422.36 | | \$422.36 |
| N2012003317 | CHEEK, WILLIAM E & MICHELE D I | \$101.49 | | \$101.49 |
| V201212197 | CIPOLLA, GIROLAMO | \$89.82 | | \$89.82 |
| V201213903 | COATES, RONALD | \$66.91 | | \$66.91 |
| N2012003791 | CRANNA, THOMAS | \$615.06 | | \$615.06 |
| N2011004169 | DELLINGER, MARIA | \$125.00 | | \$125.00 |
| V201210384 | DOWELL, LINNEA RUCKER | \$32.43 | | \$32.43 |
| N2012004673 | EDWARDS, HEATHER | \$205.40 | | \$205.40 |
| N2012005115 | FENECH, BRIAN & DONNA | \$314.00 | | \$314.00 |
| V201118577 | FIELDS, JOHN DOUGLAS | \$58.52 | | \$58.52 |
| V201120080 | FIELDS, JOHN DOUGLAS | \$6.89 | | \$6.89 |
| V201212389 | FINK, DANIELLE NICOLE | \$44.74 | | \$44.74 |
| V201117271 | GRAHAM, MELISSA MARIE | \$128.28 | | \$128.28 |
| V201117272 | GRAHAM, MELISSA MARIE | \$70.77 | | \$70.77 |
| V201118656 | GRAHAM, TIMOTHY SCOTT | \$2.02 | | \$2.02 |
| N2010006302 | GUARDIAN, ANTONIO S | \$32.37 | | \$32.37 |
| N2011006333 | GUARDIAN, ANTONIO S | \$17.63 | | \$17.63 |
| V201214264 | HALPIN, PATRICK MICHAEL | \$14.03 | | \$14.03 |
| N2012006517 | HARDISON, ROBERT E & PATRICI | \$1,592.50 | | \$1,592.50 |
| V201214290 | HEMMINGSSEN, DOUGLAS HENRY | \$49.98 | | \$49.98 |
| V201200779 | HENSLEY, JASON ROBERT | \$16.98 | | \$16.98 |
| V201204695 | HENSLEY, JASON ROBERT | \$71.53 | | \$71.53 |
| V201208628 | HENSLEY, JASON ROBERT | \$7.73 | | \$7.73 |
| V201214308 | HENSLEY, TED | \$38.91 | | \$38.91 |
| V201212554 | HENSLEY, TERESA DIANE | \$9.33 | | \$9.33 |
| N2012007432 | HONEYCUTT, JOSH & AUTUMN | \$77.36 | | \$77.36 |
| V201202947 | JOBIN, DONALD EUGENE | \$42.99 | | \$42.99 |
| V201210828 | JOHNSON, LOUIS WINSTON III | \$48.07 | | \$48.07 |
| N2012008311 | JONES, CARL & ELAINE | \$648.31 | | \$648.31 |
| N2012008604 | KING, RICKEY L & ANNETTE P | \$942.60 | | \$942.60 |
| N2012008730 | KRAUSE, RICHARD A & SANDRA J | \$125.00 | | \$125.00 |
| N2012008959 | LAWS, STEPHANIE D | \$210.50 | | \$210.50 |
| N2012008960 | LAWS, STEPHANIE D | \$188.90 | | \$188.90 |
| V201212779 | LEDFORD, SANDRA KAY | \$22.70 | | \$22.70 |
| V201212785 | LEHMAN, PAUL CONRAD | \$12.35 | | \$12.35 |
| V201212828 | MATTHIESEN, NATHANAEL KARL | \$1.55 | | \$1.55 |
| N2012010069 | MCKINNEY, MARK JASON | \$796.43 | | \$796.43 |

YANCEY COUNTY TAX ADMINISTRATION

Bank Card Register for Date Range:

01/01/2013 to 01/31/2013

| Bill | Name | Credit Amount | Card Fee | Total |
|-------------------|------------------------------|---------------|----------|--------------|
| N2012011048 | NEILL, JOAN WINONA | \$337.61 | | \$337.61 |
| N2012011178 | O'HALLORAN, JEFFERY & JANICE | \$127.50 | | \$127.50 |
| N2012011179 | O'HALLORAN, JEFFERY & JANICE | \$127.50 | | \$127.50 |
| N2012011575 | PEPE, AUGUST & ALICE E FARRY | \$130.50 | | \$130.50 |
| V201211209 | PETERSON, ALLEN JAY | \$87.72 | | \$87.72 |
| V201213037 | PETERSON, MICHAEL LEE | \$69.56 | | \$69.56 |
| V201213039 | PETERSON, MORRIS LEE | \$156.37 | | \$156.37 |
| V201103239 | PETERSON, WALTER DAVID | \$46.36 | | \$46.36 |
| N2012012125 | PROFFITT, BOBBY LEE & WANDA | \$2,040.16 | | \$2,040.16 |
| N2012012125 | PROFFITT, BOBBY LEE & WANDA | (\$2,040.16) | | (\$2,040.16) |
| N2012012125 | PROFFITT, BOBBY LEE & WANDA | \$500.00 | | \$500.00 |
| N2012012129 | PROFFITT, BOBBY LEE & WANDA | \$500.00 | | \$500.00 |
| N2012012315 | RANDOLPH, KENNETH SAMUEL | \$1,065.51 | | \$1,065.51 |
| V201207267 | RANDOLPH, KENNETH SAMUEL | \$30.55 | | \$30.55 |
| N2012013073 | ROBINSON, JAMES RAY | \$673.05 | | \$673.05 |
| V201117858 | RYAN, LINDA CAROL | \$37.20 | | \$37.20 |
| V201203674 | STEWART, AUBREY JON | \$16.30 | | \$16.30 |
| V201215047 | SUTTERBY, MITCHELL TODD | \$42.02 | | \$42.02 |
| N2012014821 | SWEETMERRIUS LLC | \$58.20 | | \$58.20 |
| N2012015070 | THOMAS, PAUL DANIEL & SHARO | \$818.96 | | \$818.96 |
| N2012015071 | THOMAS, PAUL DANIEL & SHARO | \$52.02 | | \$52.02 |
| N2012015300 | TOWE, DWIGHT | \$882.65 | | \$882.65 |
| V201207577 | TOWE, JODY DWIGHT | \$204.48 | | \$204.48 |
| V201211634 | TYSON, GLENDA DARLENE | \$14.61 | | \$14.61 |
| V201118003 | VAUGHAN, DOROTHY HUNTER | \$6.60 | | \$6.60 |
| V201118003 | VAUGHAN, DOROTHY HUNTER | (\$6.60) | | (\$6.60) |
| V201211637 | VAUGHAN, DOROTHY HUNTER | \$43.33 | | \$43.33 |
| V201211637 | VAUGHAN, DOROTHY HUNTER | (\$43.33) | | (\$43.33) |
| N2012015934 | WESTBROOK, MAXINE M | \$528.05 | | \$528.05 |
| N2010016181 | WILLETT, JOHN WALTER III | \$220.00 | | \$220.00 |
| N2012016449 | WILSON, LONNIE D | \$684.58 | | \$684.58 |
| V201211822 | YELTON, WILLIAM JOSEPH | \$26.34 | | \$26.34 |
| Vehicle Total: | | \$1,805.66 | | \$1,805.66 |
| NonVehicle Total: | | \$17,386.53 | | \$17,386.53 |
| Total: | | \$19,192.19 | | \$19,192.19 |

| | | | | | | | | | | | |
|-------------------------|----------------|--------------|--------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| \$34,766.26 | \$28,250.87 | \$15,345.15 | \$10,271.95 | \$9,597.86 | \$6,926.37 | \$8,061.10 | \$7,939.33 | \$7,513.36 | \$7,109.66 | \$24,608.28 | |
| County Advertising Cost | \$1,764.00 | \$764.00 | \$440.00 | \$312.00 | \$220.50 | \$203.00 | \$161.00 | \$129.50 | \$108.50 | \$4,542.50 | |
| NonVehicle Bucket 18 | \$23,638.15 | \$11,352.20 | | \$1,047.45 | \$1,068.54 | \$1,066.23 | \$994.77 | \$947.58 | | \$40,114.92 | |
| Totals | \$1,790,724.09 | \$330,238.12 | \$105,264.85 | \$50,750.64 | \$37,795.80 | \$23,504.66 | \$23,804.20 | \$21,467.61 | \$19,091.62 | \$16,159.82 | \$48,978.99 |

County NonVehicle Tax 2012 Billed to Date % Collected

\$1,464,179.04 86.82%

01/31/2013

| | | | | | | | | | | | |
|---|--------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|
| | \$3,561.12 | \$4,343.62 | \$5,260.88 | \$7,898.77 | \$11,679.06 | \$18,592.80 | \$20,466.75 | \$21,120.00 | \$25,102.51 | \$25,624.29 | \$25,352.69 |
| TOWN OF BURNSVILLE Vehicle Interest | | | | | | | | | | | \$10,442.23 |
| | \$256.73 | \$376.23 | \$369.79 | \$617.81 | \$838.53 | \$1,254.39 | \$1,738.34 | \$1,105.03 | \$1,157.67 | \$1,519.97 | \$1,207.74 |
| BURNSVILLE FIRE DISTRICT Vehicle Interest | | | | | | | | | | | \$2,760.81 |
| | \$73.02 | \$87.81 | \$127.00 | \$161.34 | \$196.29 | \$306.32 | \$369.57 | \$363.09 | \$367.67 | \$339.92 | \$368.78 |
| CANE RIVER FIRE DISTRICT Vehicle Interest | | | | | | | | | | | \$1,156.13 |
| | \$29.10 | \$29.69 | \$34.23 | \$74.96 | \$98.89 | \$127.38 | \$97.40 | \$137.77 | \$166.01 | \$190.66 | \$170.04 |
| EGYPT FIRE DISTRICT Vehicle Interest | | | | | | | | | | | \$772.25 |
| | \$14.47 | \$15.27 | \$23.99 | \$21.57 | \$62.83 | \$64.67 | \$136.70 | \$64.20 | \$136.42 | \$103.59 | \$128.54 |
| RAMSEY TOWN FIRE DISTRICT Vehicle Interest | | | | | | | | | | | \$394.71 |
| | \$14.41 | \$9.82 | \$19.17 | \$18.41 | \$16.27 | \$60.69 | \$73.86 | \$39.65 | \$41.68 | \$58.71 | \$42.04 |
| GREEN MOUNTAIN FIRE DISTRICT Vehicle Interest | | | | | | | | | | | \$512.69 |
| | \$13.08 | \$15.84 | \$20.50 | \$24.92 | \$28.17 | \$46.35 | \$60.74 | \$50.49 | \$98.21 | \$49.00 | \$105.39 |
| JACKS CREEK FIRE DISTRICT Vehicle Interest | | | | | | | | | | | \$1,732.58 |
| | \$44.79 | \$53.24 | \$61.35 | \$73.91 | \$111.32 | \$201.12 | \$177.85 | \$249.29 | \$292.45 | \$203.34 | \$263.92 |
| BRUSH CREEK FIRE DISTRICT Vehicle Interest | | | | | | | | | | | \$525.79 |
| | \$16.39 | \$14.63 | \$23.79 | \$44.15 | \$76.48 | \$55.71 | \$62.86 | \$37.19 | \$74.64 | \$69.19 | \$50.76 |
| CRABTREE FIRE DISTRICT Vehicle Interest | | | | | | | | | | | \$3,331.73 |
| | \$98.83 | \$122.69 | \$119.53 | \$159.82 | \$226.46 | \$384.05 | \$350.97 | \$453.18 | \$467.34 | \$522.22 | \$426.64 |
| SOUTH TOE FIRE DISTRICT Vehicle Interest | | | | | | | | | | | \$2,212.89 |
| | \$54.92 | \$64.35 | \$69.23 | \$122.70 | \$185.98 | \$251.90 | \$266.07 | \$234.37 | \$264.35 | \$322.59 | \$376.43 |
| PENSACOLA FIRE DISTRICT Vehicle Interest | | | | | | | | | | | \$575.51 |
| | \$14.08 | \$18.18 | \$19.87 | \$23.12 | \$42.71 | \$46.55 | \$76.07 | \$93.08 | \$96.78 | \$67.83 | \$77.24 |
| PRICES CREEK FIRE DISTRICT Vehicle Interest | | | | | | | | | | | \$1,136.01 |
| | \$27.45 | \$42.37 | \$46.60 | \$67.80 | \$95.13 | \$129.86 | \$133.20 | \$151.71 | \$165.50 | \$158.52 | \$117.87 |
| DMV Vehicle Interest | | | | | | | | | | | \$14,843.32 |
| | \$3,446.53 | \$1,609.67 | \$953.25 | \$973.12 | \$1,315.90 | \$2,492.25 | \$2,358.13 | \$1,694.47 | | | |
| Totals | \$208,204.54 | \$60,504.32 | \$39,045.41 | \$42,814.68 | \$50,933.94 | \$69,077.34 | \$69,441.70 | \$63,533.98 | \$67,854.72 | \$66,310.80 | \$799,400.72 |

Billed to Date % Collected

County Vehicle Tax 2012 \$484,269.93 64.88%

01/31/2013

Memorandum

To: Yancey County Board of Commissioners
From: Fonda Thomas, Tax Collector
Date: February 11, 2013
Re: 2012 Report of Unpaid Taxes That Are Liens on Real Property

As required by G.S. 105-369, I present the Report of Unpaid Taxes That Are Liens on Real Property of Taxes for Fiscal 12-13

| <u>Billed</u> | <u>Net Collected</u> | <u>% Collected</u> | <u>% Uncollected</u> |
|-----------------|----------------------|--------------------|----------------------|
| \$11,464,377.49 | \$10,015,280.18 | 87.36% | 12.64% |

(\$1,449,097.31 amount outstanding and 2,726 parcels have not been paid as of Monday, February 11, 2013)

AGREEMENT
Between the
High Country Council of Governments and Yancey County
For the Provision of
GRANT MANAGEMENT ASSISTANCE
CDBG Catalyst Program– Yancey County Senior Center

February 1, 2013 – July 31, 2015

This Agreement, entered into by and between the High Country Council of Governments (hereinafter called the "Planning Agency") and Yancey County, North Carolina (hereinafter called the "Local Government"), WITNESSETH THAT:

WHEREAS, the Planning Agency is empowered to provide planning assistance by the North Carolina General Statutes. Planning assistance shall consist of the provision of grant management assistance regarding Yancey County's CDBG Catalyst Project – Yancey County Senior Center Number 11-C-2385, more fully described on Attachment A to this Agreement; and

WHEREAS, the Local Government has requested the Planning Agency to provide such grant management assistance to the Local Government; and

WHEREAS, the Planning Agency desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1) That during the period of the Contract, the Planning Agency will furnish the necessary trained personnel approved by the Local Government. The personnel will charge the exact number of hours worked on behalf of the Local Government on his normal time sheet of the Planning Agency.
- 2) *Compensation* - The Local Government will pay the Planning Agency \$7,000 (seven thousand dollars) for grant preparation and grant administration of \$25,000 (twenty-five thousand dollars) for a total of \$32,000 (thirty-two thousand dollars) for the satisfactory performance of all services related to the administration of the project, as defined in the attached scope of services (Attachment A). It is expressly understood that the total compensation shall not exceed the maximum sum specified without prior approval of both agencies.

- 3) *Time performance* - The Planning Agency shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning February 1, 2013 and ending July 31, 2015.
- 4) *Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials* - no member, officer, or employee of the Planning Agency, or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
- 5) *Nondiscrimination Clause* - No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
- 6) *Age Discrimination Act of 1975, as amended* - No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.
- 7) *Section 504, Rehabilitation Act of 1973, as amended* - No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.
- 8) *Access to Records and Record Retainage* - All official project records and documents must be maintained during the operation of this project and for a period of five years following closeout, in compliance with 04 NCAC 19L Rule .0911, Record keeping. The North Carolina Department of Commerce, the North Carolina Department of Treasurer, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Planning Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examination, excerpts, and transcriptions in compliance with 04 NCAC 19L Rule .0911, Record keeping.

- 9) *Termination of Agreement for Cause* - If, through any cause, the Planning Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or violate any of the covenants, conditions, or stipulations of this Agreement, the Local Government shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared under this Agreement shall, at the option of the Local Government, become its property, and the Planning Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials in direct proportion to the extent of services actually completed.
- 10) *Grantee Assurances* - In the performance of this Agreement, the Planning Agency shall comply with all applicable Federal rules and procedures outlined on the attached pages as E.O. 11246 Clause and the Section 3 Clause (Attachment B)
- 11) *Legal Remedies Provision* - As stated in 24 CFR Part 85.36, Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. Examples of legal remedies could be liquidated damages, consequential damages, arbitrations and others not listed.
- 12) *Remedies/Sanctions or Breach of Contract Terms* - In accordance with 24 CFR 85.36, upon written notice, the Local Government may withhold payments to the Planning Agency if the Planning Agency shall fail to fulfill in a timely and proper manner its obligations to the Local Government under this contract, or if the Planning Agency shall violate any of the conditions of this contract. The Local Government shall in its written notice to the Planning Agency fully describe the nature of failure or violation by the Planning Agency, the corrective action required of the Planning Agency, and the Local Government shall allow the Planning Agency thirty (30) days from the date of the notification to correct such failure and/or violation. If such failure or violation is corrected by the Planning Agency within thirty (30) days from the date of notification, then the Local Government shall process payment(s) to the Planning Agency. If such failure or violation is not corrected within thirty (30) days from the date of the notification, then the Local Government may proceed to terminate this contract.

IN WITNESS WHEREOF, the Planning Agency and the Local Government have executed this Agreement as of February 11th, 2013.

For the Local Government

For the Planning Agency

COUNTY OF YANCEY

**HIGH COUNTRY
COUNCIL OF GOVERNMENTS**

By: [Signature]

By: [Signature]

**Chairman Yancey County
Board of Commissioners**

Executive Director

[Signature]

[Signature]

Attest

Attest

THIS INSTRUMENT HAS BEEN PRELIDITED
IN THE MANNER REQUIRED BY THE
LOCAL GOVERNMENT BUDGET
AND FISCAL CONTROL ACT



ATTACHMENT A

Scope of Services Yancey County Senior Center Project

Scope of Services/Staff Assignment

The Scope of Services includes activities associated with the project administration and service delivery. The High Country Council of Governments will assign Michelle Ball, High Country Community Development Planner, the responsibility of administering the Yancey County Catalyst Project – Yancey County Senior Center CDBG #11-C-2385. Phillip Trew, Director of Planning and Development will provide overall supervision of this project. The scope of services will include the following:

- 1) Maintain on file all correspondence, agreements, and documentation relating to project activities.
- 2) Maintain documentation on the use of all project funds.
- 3) Process the Requisition for CDBG funds as necessary.
- 4) Complete all environmental review procedures.
- 5) Prepare all required public notices for publication, including Finding of No Significant Impact and Request for Release of Funds.
- 6) Prepare project amendments, if needed.
- 7) Coordinate with the Architect or other Project Manager to maintain CDBG compliance with the project contracts and contractors.
- 8) Assist the County to ensure contractors and subcontractors are not debarred from doing business with the Federal or State Government.
- 9) Assist the Local Government in reviewing all payrolls and performing on-site interviews to ensure compliance with Davis-Bacon and Section 3 requirements.
- 10) Maintain complete files on the project with all documentation required by program regulations.
- 11) Submit quarterly progress reports to the local government which would include; list of all project activities, expenditures, units accomplished, description of work in progress and information on any problems with the grant.
- 12) Submit reports to the NC Department of Commerce (Community Investment and Assistance) in a timely manner.
- 13) Assist the Local Government in closeout procedures.
- 14) Perform other activities deemed necessary for the success of the project.

Time of Performance

The High Country Council of Governments proposes to complete all activities involved in administration of the Yancey County CDBG Senior Center Project in a 30-month period beginning February 1, 2013 through July 31, 2015.

Cost

Administrative Budget

The High Country Council of Governments will provide the above services, which includes project administration and services associated with the housing rehabilitation and relocations for a fee of \$2,000. The budget is broken down as follows:

| | |
|-----------------|-----------------|
| Grant Planning | \$7,000 |
| Administration* | \$23,000 |
| <u>Travel</u> | <u>\$2,000</u> |
| <i>Total</i> | <i>\$32,000</i> |

* includes salaries, fringe benefits, and indirect costs

Assurances

Assurances are attached as a part of the contract.

Amendments

This scope of services and budget may be amended as desired by mutual consent of the Local Government and Planning Agency.

Schedule

Time spent on project – 35.5 hours/month on average

Time spent in Yancey County – 15 hours/month on average

ATTACHMENT B

Assurances of Compliance

Executive Order 11246

During the performance of this Contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to the following: recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex age, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulation, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Section 3 Clause

"Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities.

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties of this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors or assigns to those sanctions specified by the grant or loan agreement of contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

Lobbying Clauses

Required by Section 1352, Title 31, U.S. Code

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Yancey County
Yancey County Senior Center**

**Grant Project Ordinance
CDBG #11-C-2385**

BE IT ORDAINED by Yancey Board of Commissioners, pursuant to Section 13.2 of Chapter 159 of the general statutes of North Carolina, the following grant project is hereby adopted:

Section 1. The project authorized is the Community Development Project described in the work statement contained in the Grant Agreement between this unit and the Department of Commerce.

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant document(s), the rules and regulations of the Department of Commerce and the budget contained herein.

Section 3. The following revenues are available to complete this project:

| | |
|---------------------|------------------|
| CDBG Catalyst Grant | <u>\$500,000</u> |
| Total | \$500,000 |

Section 4. The following amounts are appropriated for the project:

| | |
|--|-------------------|
| <u>Yancey County Senior Center - CDBG #11-C-2385</u> | |
| Construction Pubic Building | \$ 468,000 |
| Planning | \$ 7,000 |
| Administration | <u>\$ 25,000</u> |
| Total Project | \$ 500,000 |

Section 5. The Finance Officer is hereby directed to maintain within the Grants Project Fund sufficient specific detailed accounting records to provide the accounting to the grant agency required by the grant agreement(s) and federal and state regulations.

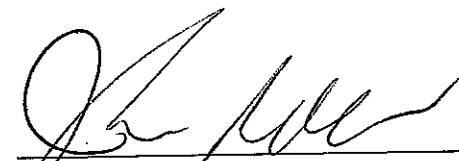
Section 6. Requests for funds should be made to the grantor agency in an orderly and timely manner as funds are obligated and expenses incurred.

Section 7. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the grant revenues received or claimed.

Section 8. The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to this board.

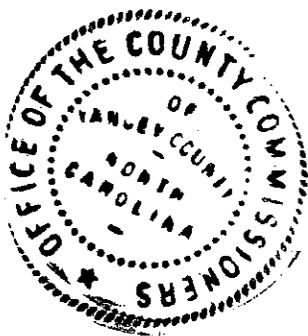
Section 9. Copies of this Grant Project Ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

ADOPTED this 11th day of February, 2013.


Chairman

ATTEST


Clerk



Attachment G

YANCEY COUNTY SHERIFF'S OFFICE
D. GARY BANKS SHERIFF
4 EAST MAIN STREET
BURNSVILLE, NC 28714
TELEPHONE (828) 682-2124, FAX (828) 682-0150

1-28-2013

Nathan R. Bennett
Yancey County Manager
110 Town Square, Room 11
Burnsville, NC 28714

Dear County Manager Bennett,

As we all have seen in the news media, there is an increasing level of firearm violence from active shooter suspects nationwide in our schools, courthouses, churches, retail establishments and other gathering places. No one can really predict when or where these deadly assaults will occur.

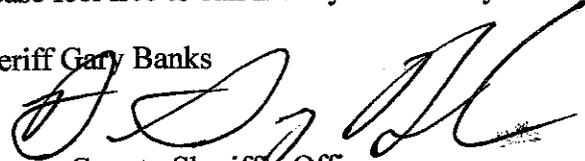
As Sheriff of Yancey County I am committed to the planning, training and implementing of policies and procedures that will address this issue. Some of our most vulnerable citizens are our school children. According to most reports, there is not a clear fix for solving this issue.

On January 16, 2013 Attorney General Roy Cooper sent a letter to Governor Pat McCrory addressing the issue of preventing violence in our schools. In this letter Attorney General Cooper referred to a 2007 school safety task force study and findings that he led. Attorney General Cooper stated that "Prevention, preparation and training can save lives" he also added "We owe it to our students, teachers and parents to do everything to make our schools safer." The first recommendation from this task force was "More School Resource Officers in schools to provide security and guide students to safe behavior."

I understand budget constraints and would like to make a more cost effective request to you and the County Board of Commissioners. I would request an additional full-time Deputy Position and full-time funding for my $\frac{3}{4}$ time Deputy/Animal Control position. I request that this occur immediately as a mid-year budget revision. This could be done with no immediate increase in equipment cost and maintained that way until July 1, 2013. I have one high millage vehicle that could be used until then. Additional needs for this position can be addressed in my 2013-2014 budget request. This will dramatically increase the time deputies can spend in our schools.

Please feel free to call me if you have any further questions.

Sheriff Gary Banks


Yancey County Sheriff's Office

New Deputy Position

84 X \$15.00 = **\$1,260.00**

10 Pay Periods from 02/16/2013 to 06/29/2013

\$1260.00 X 10 = **\$12,600.00**

| | |
|-------------|--|
| \$12,600.00 | Total Salary |
| \$150.00 | Unemployment Insurance |
| \$963.90 | FICA |
| \$853.02 | Retirement |
| \$630.00 | 401(K) |
| \$3,282.56 | Family Health Insurance |
| \$52.00 | Longterm Disability and Life Insurance |
| \$1,250.00 | Worker's Comp Insurance |

\$19,731.48 Total

Animal Control Officer full-time additional expense

Current hourly rate for the Animal Control Officer = **\$15.80**

Current part time **60** hour pay period = **\$948.00**

New full time **84** hour pay period = **\$1327.20**

There are **10** pay periods from 02-16-2013 to 06-29-2013

| | |
|-------------|---|
| \$13,272.00 | Total pay for the rest of the budget year for part time |
| \$9,480.00 | Total pay for the rest of the budget year for full time |

\$3,792.00 Total

Attachment I

Misc. Releases/Refunds/Adjustments by Yancey County

3/1/11

Authorize adjustment and refunds to Taxpayer A on two properties. Taxpayer paid taxes and then complained that the lots were undeveloped and should not have had residences assessed.

Authorize adjustment and refunds (going back to 1992) to Taxpayer B who owned two lots (0.307 acre and 0.303 acre) that was listed and valued as two acres.

5/3/11

Authorized adjustment and refund for taxes paid by Taxpayer C on a house that was 50% complete and not 90% complete as assessed.

Authorized adjustment and refund for taxes paid by Taxpayer D who showed that the measurements used to determine size of house and its value as shown on county tax card were in excess of actual dimensions.

7/5/11

Authorized adjustment and refund for taxes paid by Taxpayer E who, like Taxpayer D, showed that the measurements used to determine size of house and its value as shown on county tax card were in excess of actual dimensions.

10/4/11

Authorized adjustment and refund for taxes paid by Taxpayer F who, like Taxpayers D and E, showed that the measurements used to determine size of house and its value as shown on county tax card were in excess of actual dimensions.

2/7/12

Authorized adjustment and refunds to Taxpayer G for property classified as a stick-built structure rather than a double wide.

Authorized adjustment and refund for taxes paid by Taxpayer H who, like Taxpayers D, E, and F, showed that the measurements used to determine size of house and its value as shown on county tax card were in excess of actual dimensions.

2/11/13

Banks Holding Company, LP owns unimproved tract slightly over two acres objects to valuation based upon notation it is a "Timber Sky" lot in Mountain Air Country Club and seeks adjustment and refund.

Attachment J

YANCEY COUNTY SHERIFF'S OFFICE

D. GARY BANKS SHERIFF

4 EAST MAIN STREET
BURNSVILLE, NC 28714
TELEPHONE (828) 682-2124, FAX (828) 682-0150

02-06-2013

Nathan R. Bennett
Yancey County Manager
110 Town Square, Room 11
Burnsville, NC 28714

**RE: (1) Yancey County Sheriff's Office Telecommunicators
(2) Yancey County Sheriff's Office Patrol Cars**

Dear County Manager Bennett,

(1) Yancey County Sheriff's Office Telecommunicators

As you know the Yancey County Sheriff's Office employs four Telecommunicators and one Chief Telecommunicator. The duties of these employees are to answer and dispatch the telephone and radio Calls for service for the Sheriff's Office, Jail, Burnsville Police and North Carolina Highway Patrol. This is the basic but not only responsibility for these employees. These employees also maintain the records management system (RMS) for the Sheriff's Office (Sheriff-PAK). They also enter and maintain domestic violence orders and other files.

The Federal Bureau of Investigation requires that a Terminal Agency Coordinator (TAC) be assigned as "contact person". Each agency having access to the DCIN/NCIC must appoint a TAC. The TAC (or assistant TAC) is also responsible as a liaison with the State Bureau of Investigation. Many additional responsibilities are given to the TAC and the assistant TAC which require them to be given adequate time and attention to performing the functions of their positions.

Each of these employees must complete a 50 hour North Carolina Sheriff's Training and Standards Telecommunicator Certification course and 168 hour in-house training with an experienced Telecommunicator. Each Telecommunicator must also receive 16 hours in-service training each year.

While an argument can be made that other North Carolina Sheriffs have agreed to move their Telecommunicators to county EOCs, this has not worked out well for most county residents and Sheriff's Offices. For instance, recently the Yancey county Sheriff's Office needed assistance from two different neighboring Sheriff's Offices over the weekend while the main Sheriff's Office was closed. One of my patrol lieutenants called each of the county EOCs to contact the Sheriff's office. In both situations the EOC dispatchers were busy, unhelpful and rude. In one situation this probably enabled a felony Wanted person to elude arrest.

Yancey County residents know that their Sheriff's Office is open to the public 24/7 and has been that way for many years. Many times in the past persons fleeing from possible attackers have fled to the Sheriff's Office for safety. We have a series of secure doors and many times have avoided violence by allowing victims into our lobby and keeping assailants locked out until an officer could arrive.

In a 2006 legal opinion given by Edmond W. Caldwell, Jr. Executive Vice President and General Counsel for the North Carolina Sheriff's Association, RE: Supervision of Employees of the Sheriff. "County departments are departments of county government and as such are under the ultimate supervision of the county manager. However, the Office of Sheriff is not a county department. The Office of Sheriff, just like the Office of the Governor, is a constitutionally elected independent office supervised by the elected Sheriff, who is responsible to the citizens of the county."

In addition, North Carolina General Statute 153A-103 provides:

"Each Sheriff and Register of Deeds elected by the people has the exclusive right to hire, discharge, and supervise the employees in his office."

The exclusive right of the Sheriff to supervise all employees of the Sheriff's Office is clear, and includes the authority of the Sheriff to: (1) verify that employees have worked the appropriate number of hours; (2) verify that employees work sufficient hours to perform the tasks necessary to serve the citizens of the county; (3) have employees work overtime when necessary, for example when searching for a missing person or in response to a homicide or terrorist act; (4) document any overtime hours worked and ensure that the employee is properly compensated with the Fair Labor and Standards Act and any other applicable laws; and (5) perform numerous other responsibilities involved in supervising employees.

Annotations to the North Carolina General Statutes cite several court cases involving NCGS 153A-103, and read as follows:

[This law] gives the Sheriff exclusive control over supervision of employees in his office. Flood vs. Hardy, 868 F. Supp. 809 (E.D.N.C. 1994)

Control of the employees hired by the Sheriff is vested exclusively in the Sheriff. The Sheriff has the exclusive right to fire **any deputy or employee in his office**. The only authority vested in the board of commissioners is in determining the number of employees the Sheriff can hire and the ability to approve the appointment of a relative or a person convicted of a crime of moral turpitude. Peele vs. Provident Mutual Life Insurance Company, 90 N.C. App. 447, 368 S.E. 2d 892 (1988).

This [law] explicitly grants Sheriffs exclusive power over employment decisions. Jackson v. Long, 102 F. 3d 722 (4th Cir. 1996).

In a 2nd legal opinion given by J. Joy Strickland Assistant Attorney General Law Enforcement Liaison Section in 2009, Deputy take-home vehicles and Sheriff's right or authority... (concerning) existing personnel.

“Each Sheriff and Register of Deeds elected by the people has the exclusive right to hire, discharge, and supervise the employees in his office.”

Also pursuant to NCGS 153A-103, “the board of commissioners has the authority to fix the number of salaried employees in the office of the Sheriff and to approve the appointment of relatives of the Sheriff or persons convicted of crimes involving moral turpitude.”

North Carolina General Statute 153A-94 gives the county commissioners authority to adopt personnel policies governing matters such as leave, working conditions, and other types of personnel policies, **however this statute makes no mention of employees assigned to elected officials.**

The reading of the statutes contained in NCGS 153A-103, together with the analysis of Peele, leads to the conclusion that the Sheriff is the proper person to make decisions regarding the classifications of positions within his office. County Commissioners have the authority to fix the number of salaried employees within the Sheriff's Office but, the Sheriff retains the authority to determine who occupies a funded position.

(2) Yancey County Sheriff's Office Patrol Cars

The second subject I wish to address is the taking home of patrol cars by Yancey County Deputy Sheriffs. Full time Deputies are currently allowed and required to take county owned patrol cars home during the time they are not working. This allows the officer to commute to and from work in a county owned vehicle. This practice is required because several reasons.

- (a) 9 Patrol Deputies are assigned to the SRT (Special Response Team). Members are assigned a large amount of highly specialized and expensive equipment that must be immediately available to them at a moment's notice 24/7/365.
- (b) 3 Investigator Deputies are assigned to the CID (Central Investigations Division). Investigators are assigned a large amount of highly specialized and expensive equipment that must be immediately available to them at a moment's notice 24/7/365.
- (c) 4 Patrol Deputies are assigned to the K-9 Unit. Deputies are assigned a K-9 and a large amount of highly specialized and expensive equipment including a K-9 car that must be immediately available to them at a moment's notice 24/7/365.

As discussed herein, the Sheriff has the exclusive jurisdiction with respect to the supervision of his employees, to include creating policies regarding vehicles driven by those employees. Furthermore, the Court of Appeals in Peele, established that an employee of the Sheriff is not an employee of the county. Interpreting Peele and the statutes previously discussed herein, I as Sheriff am not bound by the Board of County Commissioners when it comes to matters outside the scope of the number and compensation of employees, or other matters specifically placed by statute within the control of the Board of County Commissioners.

However, I am aware that the Board of County Commissioners has the authority pursuant to NCGS 153A to control the budget of the Sheriff's Office.

While I have emphasized that **I do not work for the Board of County Commissioners**, I am agreeable to work with the County Manager and Board of County Commissioners on addressing any issues that the Board as a whole identifies as a concern or problem.

Please consider this letter a request to speak with the Board of County Commissioners on Monday, February 11, 2013 during their scheduled meeting to address these concerns. I also request to speak with the Board in Closed Session, pursuant to NCGS 143-318.11(a)(1) to prevent the disclosure of information that is privileged or confidential pursuant to NCGS 132-1.7(b) Sensitive public Security Information; Section (b), Public records as defined in G.S. 132-1 do not include plans to prevent or respond to terrorist activity, to the extent such records set forth vulnerability and risk assessments, potential targets, specific tactics, or specific security or emergency procedures, the disclosure of which would jeopardize the safety of governmental personnel or the general public or the security of any governmental facility, building, structure, **or information storage system.**

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Gary Banks', written in a cursive style.

D. Gary Banks
Sheriff of Yancey County