

Minutes of the January 13, 2025
Regular Meeting of the Yancey County Board of Commissioners
Held at 6:00 pm in the Yancey County Courtroom
Yancey County Courthouse, Burnsville North Carolina

Present at the meeting held January 13, 2025, were Chairman Jeff Whitson, Vice Chairman Mark Ledford, Commissioner David Grindstaff, County Manager Lynn Austin, County Attorney Donny Laws, and Clerk to the Board Morgan West. Members of the media and the general public attended the meeting. Commissioner Stacey McEntyre Greene and Commissioner Sandi Norton were absent from the meeting.

Call to Order

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

Invocation and Pledge of Allegiance to the Flag

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

Approval of the Agenda

Commissioner Ledford made the motion to approve the agenda, with Commissioner Grindstaff seconding the motion. By unanimous vote, the agenda was approved. (Attachment A)

Consent Agenda

Chairman Whitson read through the items on the consent agenda, which included the following items, and asked for a motion to approve:

- a. Approval of December 2, 2024, Special Meeting Minutes
- b. Approval of December 16, 2024, Regular Meeting Minutes
- c. Approval of December 16, 2024, Closed Session Minutes
- d. Approval of December 30, 2024, Special Meeting Minutes
- e. Approval of December 30, 2024, Closed Session Minutes
- f. Endurance Contract – CEI (Attachment B)
- g. Approval of Tax Release/Adjustments 2025 (Attachment C)
- h. December 2024 Tax Collection Reports – Informational (Attachment D)

On the motion duly made by Commissioner Grindstaff and seconded by Commissioner Ledford the Board voted unanimously to approve the consent agenda.

Tax Refunds-Releases/Late Applications

Interim Tax Administrator, Danny McIntosh presented property tax refunds, release, or exemption situations that would require approval from the Board. (Attachment E)

Chairman Whitson asked for a motion to approve all requests for consideration. Commissioner Ledford made the motion, with Commissioner Grindstaff seconding the motion. Unanimously the motion carried.

Mr. McIntosh presented options to the Board regarding the assessment and collection of property taxes for the 2025 calendar year. Discussion ensued for possible implementation of “Modernization of Land Records.” (Attachment F)

John Miller – Reconciliation House Update

John Miller expressed appreciation to everyone for their help during Hurricane Helene and thanked the County for the monetary help to citizens by donations received through the County Venmo account. Mr. Miller provided updates regarding the moving of all supplies to the

Reconciliation House and the closing of 'Fred's'; also, highlighting the continual efforts and programs that will continue to be available to all citizens as recovery continues.

Chairman Whitson presented another check to John Miller for the Reconciliation House in the amount of \$16,309.00 from the County Venmo that is still open to receive monetary donations for Hurricane Helene recovery.

Jeff Howell – Hurricane Recovery Update

Jeff Howell, Emergency Management Director gave an update on recovery after Hurricane Helene and efforts still ongoing. Mr. Howell introduced County Planner, Chris Sigmon who is currently working in coordination with FEMA on private roads and bridges in Yancey County in coordination with state and non-profit partners.

County Manager's Report

County Manager Lynn Austin brought several items before the Board. The RESOLUTION OF THE YANCEY COUNTY BOARD OF COMMISSIONERS PRESCRIBING PROCEDURES FOR DISPOSAL OF SURPLUS PERSONAL PROPERTY VALUED AT LESS THAN \$30,000 (Attachment G) was presented as an item of consideration that is reviewed each year for disposal of surplus property. Chairman Whitson asked for a motion to approve the resolution. Commissioner Ledford made a motion, with Commissioner Grindstaff seconding. Unanimously the motion carried.

County Manager Austin presented the offer and acceptance for ARP Funding (Attachment H), and RESOLUTION BY YANCEY COUNTY BOARD OF COMMISSIONERS (Attachment I) for approval regarding DEQ funding that was already allocated, but requires approval of the resolution to finalize allocation of funds to the scope of work for the project, in the amount of \$1,261,320.00 for Charlie Brown Rd. Chairman Whitson asked for a motion to approve the resolution. Commissioner Grindstaff made a motion, with Commissioner Ledford seconding. Unanimously the motion carried.

County Manager Austin presented the RESOLUTION BY YANCEY COUNTY BOARD OF COMMISSIONERS (Attachment J) for approval regarding DEQ funding that was already allocated, but needed approval of the resolution to finalize allocation of funds to the scope of work for the project, in the amount of \$688,280.00 for wells as an addition to the Town of Burnsville water system to help from the west end of Yancey County. Chairman Whitson asked for a motion to approve the resolution. Commissioner Grindstaff made a motion, with Commissioner seconding. Unanimously the motion carried.

County Manager Austin presented the Road Naming Application (Attachment K) for consideration at the location of the new Sheriff's Office/911/Emergency Management facilities to be named Joe C. Young Drive. This was a request of the family at the time of the conveyance of the land to honor in memory of the family. Chairman Whitson asked for a motion to approve the road name application. Commissioner Grindstaff made a motion, with Commissioner Ledford seconding the motion. Unanimously the motion carried.

County Manager Austin presented a MEMORANDUM OF UNDERSTANDING BETWEEN COLUMBUS COUNTY 911 COMMUNICATIONS, NORTH CAROLINA AND YANCEY COUNTY 911 COMMUNICATIONS, NORTH CAROLINA (Attachment L) for Mutual Aid in the event of emergency, and the 911 system going down on this side of the state, as it did during Hurricane Helene. Chairman Whitson asked for a motion to approve. Commissioner Ledford made a motion to approve, Commissioner Grindstaff seconded the motion. Unanimously the motion carried.

Board Appointments – TDA

County Manager Lynn Austin presented the (2) open seats on the Tourism Development Authority (TDA), which occurred for various reasons after Hurricane Helene. Discussion ensued regarding the criteria to fill those seats and term limits. Chairman Whitson asked if there were any nominations of individuals that meet the required criteria to fill those seats at this time.

Gretchen Banks was nominated, Commissioner Ledford made a motion to approve, Commissioner Grindstaff seconded. Unanimously the motion carried. The second nomination was Ryne Heaton, Commissioner Grindstaff made a motion to approve Commissioner Ledford seconded the motion. Unanimously the motion carried.

Board Appointments – VAYA Health

Chairman Whitson stated there were two nominations needed for the vacancies on the VAYA Health Regional Board. Chairman Whitson asked for any nominations for the vacancies, stating Commissioner Grindstaff expressed his willingness to serve on this Board. Commissioner Ledford made the motion, with Chairman Whitson seconding. Unanimously the motion carried. Chairman Whitson nomination was Noah Worley, Yancey County DSS employee, and was recommended by the Director to fulfill the vacancy. Commissioner Grindstaff made a motion, with Chairman Whitson seconding. Unanimously the motion carried.

County Commissioners Report

None.

County Attorney’s Report

None.

Public Comments

Two individuals spoke about the Yancey County Library and post Hurricane Helene priorities. Danny McIntosh spoke about the passing of Remelle Sink and importance of local radio, even in today’s times.

Adjournment

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

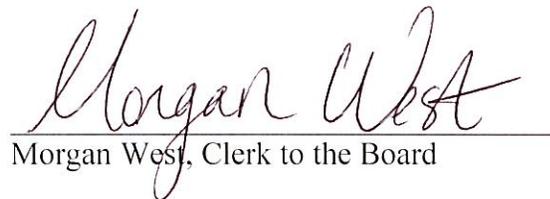
Approved and authenticated this the 13th day of January 2025.


Jeff Whitson, Chairman


Mark Ledford, Vice Chairman


Stacey McEntyre Greene, Commissioner


David Grindstaff, Commissioner


Morgan West, Clerk to the Board


Sandi Norton, Commissioner





AGENDA
YANCEY COUNTY BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING
JANUARY 13, 2025
6:00 PM

- I. Call to Order – Chairman Jeff Whitson**
- II. Invocation and Pledge of Allegiance to the Flag**
- III. Approval of the Agenda**
- IV. Consent Agenda**
 - a. Approval of December 2, 2024, Special Meeting Minutes**
 - b. Approval of December 16, 2024, Regular Meeting Minutes**
 - c. Approval of December 16, 2024, Closed Session Minutes**
 - d. Approval of December 30, 2024, Special Meeting Minutes**
 - e. Approval of December 30, 2024, Closed Session Minutes**
 - f. Endurance Contract - CEI**
 - g. Approval of Tax Release/Adjustments 2025**
 - h. December 2024 Tax Collection Reports – Informational**
- V. Danny McIntosh – Interim Tax Administrator**
 - a. Tax Refund/Releases/Late Applications**
 - b. 2025 Tax Assessment/Collection Considerations**
- VI. John Miller – Reconciliation House**
- VII. Jeff Howell – Hurricane Recovery Update**
- VIII. County Manager’s Report – Lynn Austin**
 - a. A RESOLUTION OF THE YANCEY COUNTY BOARD OF COMMISSIONERS PRESCRIBING PROCEDURES FOR DISPOSAL OF SURPLUS PERSONAL PROPERTY VALUED AT LESS THAN \$30,000.00**
 - b. NC DEQ Offer and Acceptance for ARPA Funding – Charlie Brown Rd.**
 - c. RESOLUTION – DEQ ARPA - Charlie Brown Rd.**
 - d. RESOLUTION – DEQ ARPA - Bakers Creek**
 - e. Road Name Application – 911/Public Safety Complex**
- IX. Board Appointments – Tourism Development Authority (TDA)**
- X. Board Appointments – Vaya Health Regional Board**
- XI. County Commissioners’ Report**
- XII. County Attorney’s Report – Donny Laws**
- XIII. Public Comments**

- XIV. Closed Session**
- XV. Adjourn**

MASTER TRANSPORTATION SERVICES AGREEMENT

This Master Transportation Services Agreement (the "Agreement"), effective as of the 2nd of January, 2025 (the "Effective Date"), by and between Yancy County, a North Carolina County Governmental Entity with offices at 110 Town Square, Room #11, Burnsville, NC 28714 (herein called "COUNTY"), and ENDURANCE ENVIRONMENTAL SOLUTIONS, LLC, a Delaware limited liability corporation with offices at 10275 West Higgins Road, O'Hare International Center I, Rosemont, Illinois 60018 (hereinafter called "CARRIER").

RECITALS

WHEREAS the CARRIER is an independent contractor in the business of providing bulk commodity, solid-waste and/or recycling transportation services;

WHEREAS the CARRIER is authorized by applicable state and local authorities as well as the U.S. Department of Transportation and has necessary and proper permits, registrations, and licenses to operate as a contract carrier and is authorized to transport Materials (as hereinafter defined); and

WHEREAS the COUNTY desires to enter into a contract with the CARRIER for the transportation of its Materials;

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **DEFINITIONS.** As used herein, the following terms shall have the following meanings:
 - A. "Applicable Laws" shall mean all local, state, and federal statutes, ordinances, laws, rules, regulations and licensing and permit requirements applicable to CARRIER'S operations and Equipment and the provision of Services hereunder.
 - B. "Destinations" or "Destination Locations" means those locations outlined on Exhibit A, attached hereto and incorporated herein.
 - C. "Equipment" shall mean the tractors, trailers and other vehicles and equipment used by CARRIER to perform Services under this Agreement. Unless specifically identified in this Agreement, COUNTY is not providing any Equipment to CARRIER for the performance of the Services.
 - D. "Materials" shall mean all nonhazardous solid materials that are transported for COUNTY under this Agreement.
 - E. "Origin" or "Origin Location" means those locations listed in Exhibit A, attached hereto and incorporated herein.
 - F. "Services" means Materials transportation and other services provided by CARRIER under this Agreement.

2. ORIGIN AND DESTINATION LOCATIONS; DOCUMENTATION

CARRIER agrees to transport Materials—under the terms, conditions, and rates set forth herein—from Origin to the Destinations. COUNTY will provide to CARRIER shipping documents for each load of Materials to be transported from Origin Location to a Destination. At the Destination, the CARRIER will obtain a receipt showing that the load has been delivered and the weight of the delivered load. For each load delivered, the CARRIER shall promptly deliver to the COUNTY all shipping documents and the delivery receipt, including load weight, for such load.

3. TERM AND TERMINATION OF CONTRACT

A. This Agreement shall commence on the Effective Date and shall remain in full force and effect until the date that is the six (6) month anniversary of the Effective Date, unless otherwise extended by agreement of the Parties.

B. COUNTY may terminate this Agreement upon written notice to CARRIER for breach by CARRIER of any material term or condition of this Agreement; *provided, however, that* COUNTY shall include in the written notice specific deficiencies in the Services and shall offer, specific, tangible and commercially reasonable remedies to each deficiency. COUNTY shall allow CARRIER a cure period of one hundred twenty (120) days to address such deficiencies, in which case the Agreement will terminate at the end of such cure period if CARRIER fails to cure or remedy such breach within the cure period specified herein.

C. CARRIER may terminate this agreement with sixty (60) days' prior written notice to COUNTY if COUNTY fails to make payment of an invoice not in dispute on its due date or otherwise breaches this Agreement and such failure or breach remains uncured for fifteen (15) days after receipt by COUNTY of written notice of nonpayment from CARRIER.

D. CARRIER may terminate this agreement with thirty (30) days' prior written notice to COUNTY if Anticipated Volumes are not consistently achieved on a weekly basis for four (4) consecutive weeks.

4. RATES AND CHARGES; INVOICING AND PAYMENTS

COUNTY shall compensate CARRIER for the Services as outlined in Exhibit A attached hereto and incorporated herein during the term of this Agreement (the "Annual Base Rate") *plus* ") *plus* (B) fuel surcharges per load, which will fluctuate with the published fuel prices for PADD 1: East coast as shown on <https://www.eia.gov/petroleum/gasdiesel/> and will be assessed by CARRIER in addition to the Annual Base Rate with a \$3.00 PEG based upon a 4.00 Miles per Gallon (MPG) consumption rate. Payments shall be remitted to CARRIER within fifteen (15) days of receipt of invoice.

Any Annual Base Rate set forth above shall be adjusted by the greater of (i) zero percent (0.0%) and (ii) the increase at each anniversary of the Agreement Effective Date by 100% of the percentage change in the Consumer Price Index for all Urban Consumers (all items – US City Average) as published by the U.S. Department of Labor, Bureau of Labor Statistics for the twelve (12) months immediately preceding the applicable anniversary of the Agreement Effective Date.

In order to ensure compliance with reporting requirements, COMPANY agrees to provide the necessary documentation and records to CARRIER for CARRIER's fuel tax records and filings. The documentation and records shall include, but are not limited to copies of all delivery tickets and receipts.

5. VOLUME

During the term of this Agreement, COUNTY will use CARRIER as one of two transporters for COUNTY's Materials shipments from Origin Location. CARRIER shall make available sufficient Equipment to transport Materials shipments from Origin Location to the Destinations consistent with Anticipated Volumes, including any periodic or seasonal increases in the volumes of Materials transported from Origin Location to the Destinations. The Parties agree that the Anticipated Volumes are 2 loads per day per drivers (2 drivers for Yancey) per hauling lane(s). If COUNTY expects that there will be a continuous and sustained increase in the volume of Materials to be transported from Origin Location, COUNTY shall provide written notice to CARRIER of such increase and CARRIER shall be provided a reasonable period of time, not less than thirty (30) days after such notice, to supply additional Equipment to transport the increased volume of Materials. With sufficient notice, CARRIER shall exercise commercially reasonable efforts to provide sufficient personnel and Equipment to transport from Origin Location all Materials tipped at or necessary to be removed from Origin Location. Inability to or Failure by CARRIER to provide additional Equipment and personnel shall not be deemed a breach of this Agreement by CARRIER. If the COUNTY expects that there will be a continuous and sustained decrease in Anticipated Volumes, COUNTY shall provide written notice to CARRIER of such decrease within a reasonable period of time, which is not less than five (5) business days.

6. EQUIPMENT AND PERSONNEL

CARRIER shall provide personnel and Equipment sufficient to provide the Services in a lawful and safe manner. CARRIER represents and warrants that all Equipment used hereunder shall be in safe and roadworthy condition and shall comply with all Applicable Laws, particularly with regard to (i) the replacement of tires and brakes; (ii) legal weight limits for highway transportation; (iii) properly tarping and securing all loads; and (iv) the transportation of Materials, including those relating to the prevention of leaks and airborne materials. CARRIER shall provide backup Equipment in case of breakdowns so as to minimize facility downtime. In addition, CARRIER shall provide additional tractors and personnel as may be necessary from time to time to transport Materials during special events or off days, including holidays, *provided that* COUNTY informs CARRIER in advance with sufficient notice about such special or off-days requirements and *provided that* CARRIER is able to comply. In the event CARRIER is unable to comply with a request for additional tractors and personnel, CARRIER shall notify COUNTY promptly upon receipt of notice of the need for such Services. Further, CARRIER'S inability to or Failure by CARRIER to provide additional Equipment and personnel shall not be deemed a breach of this Agreement by CARRIER

7. CUSTODY AND HANDLING OF MATERIALS

Except in the event and to the extent of COUNTY'S act, negligence, error, or omission, CARRIER shall have the responsibility and liability for the care, custody, and control of the Materials from the time the Materials are loaded onto CARRIER's trailer at Origin Location until the Materials are discharged at the Destinations. CARRIER agrees that it shall be responsible for the transport of the Materials to the Destination without contamination of the Materials resulting from the selection or condition of CARRIER's Equipment, CARRIER's methods of processing and transporting the Materials, or any other element of CARRIER's operations or activities. Except in the event and to the extent of COUNTY'S act, error, or

omission, CARRIER assumes full responsibility and shall bear all liability for any and all damages and fines occurring during the time that the Materials are in CARRIER'S control, custody, or possession. CARRIER is expressly prohibited from adding any objects, waste, or materials to the Materials—or removing any objects, waste, or materials from the Materials—at any point between Origin and a Destination Location without the express written consent of COUNTY.

8. DAMAGES; REPAIRS

A. CARRIER shall give prompt notice to COUNTY of, and assume responsibility for, any loss or damage to COUNTY'S property or Equipment to the extent the loss or damage is caused by CARRIER, excluding normal wear and tear.

B. If CARRIER fails to maintain, where applicable, or damages COUNTY's property or Equipment as provided above, COUNTY may submit at least one third-party estimate for damages to CARRIER for review and approval. After approval, not to be unreasonably withheld, COUNTY may make repairs and a bill for the costs of repairs and labor expenses incurred and associated with such damage, and CARRIER shall promptly reimburse COUNTY.

C. COUNTY shall repair all damages occurring to any of CARRIER'S Equipment to the extent such damages are caused by COUNTY while such Equipment is located at Origin Location or Destination Locations or are otherwise caused by COUNTY, excluding normal wear and tear. If a fire or other incident occurs from contents loaded in the trailer by COUNTY, CARRIER and COUNTY will jointly review and settle each situation individually. If COUNTY damages and does not adequately repair CARRIER'S Equipment, following proper notification, CARRIER may submit at least one third-party estimate for damages to COUNTY for review and approval. After approval, not to be unreasonably withheld, CARRIER may make repairs and a bill for the costs of repairs and labor expenses incurred and associated with such damage, and COUNTY shall promptly reimburse CARRIER.

9. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws applicable in the state of Illinois, without regard to its conflict-of-law rules, and the parties hereto irrevocably agree to submit themselves to the jurisdiction of the courts sitting in the City of Chicago for adjudication of any disputes hereunder.

10. CONFIDENTIALITY

Neither party shall use, except in accordance with this Agreement, or disclose information, data, or communications of a proprietary nature or information of any kind regarding this Agreement or its amendments, attachments, addenda, or schedules to a third party, except as required by law after providing the disclosing party notice and except with respect to outside consultants or professional advisors bound by confidentiality requirements as strict as those set forth herein.

11. SUBCONTRACTS / INDEPENDENT CONTRACTOR

CARRIER may utilize the services of qualified subcontractors to perform the Services hereunder without the prior consent of COUNTY. CARRIER acknowledges and agrees that its subcontractors shall be

fully bound to CARRIER to perform the Services in compliance with all the terms and conditions of this Agreement and that CARRIER shall at all times remain liable and responsible for compliance with this Agreement, including for any portion of the Services performed by subcontractors. This provision shall create no third-party beneficiary rights under this Agreement in any subcontractor. It is understood by the parties hereto that CARRIER and its employees, agents, and subcontractors are not the agents or employees of COUNTY but are an independent contract carrier or independent contract carriers.

12. INSURANCE

CARRIER shall maintain, at its sole cost, the insurance coverage set forth below. Should CARRIER retain any subcontractors or owner-operators (collectively, "subcontractors") to perform any of the Services under this Agreement, CARRIER shall require that all subcontractors maintain the same insurance coverages with the same endorsements and limitations set forth below:

- A. workers'-compensation insurance as required by laws and regulations applicable to and covering employees of CARRIER engaged in the performance of the Services under this Agreement;
- B. employers'-liability insurance protecting CARRIER against common-law liability in the absence of statutory liability for employee bodily injury arising from the master-servant relationship, with a limit of not less than one million United States dollars (US\$1,000,000) per occurrence, and CARRIER shall provide an alternate employer endorsement in favor of COUNTY; and
- C. commercial general-liability insurance including products, completed-operations, property-damage, and bodily-injury coverage, with limits of not less than one million United States dollars (US\$1,000,000) per occurrence and one million United States dollars (US\$1,000,000) annual aggregate.

COUNTY shall be added as an additional insured to all such liability-insurance policies required of CARRIER and its subcontractors. All insurance policies required under this Agreement shall include a waiver of subrogation in favor of COUNTY. Prior to commencement of services and upon yearly insurance renewal, CARRIER shall supply COUNTY with an updated copy of its Certificate of Insurance reflecting the coverages required hereunder. This certificate shall provide that any change restricting or reducing coverage or the cancellation of any policies under which certificates are issued shall not be valid as respects COUNTY'S and the other additional insureds' interest therein until COUNTY has received thirty (30) days' written notice of such change or cancellation. COUNTY'S failure to request an insurance certificate shall not relieve CARRIER'S obligation to supply a certificate or certificates for itself and all subcontractors.

13. INDEMNIFICATION

EACH PARTY HERETO (AN "INDEMNIFYING PARTY") COVENANTS AND AGREES TO DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE INDEMNIFIED PARTY), PROTECT, INDEMNIFY, HOLD HARMLESS, AND RENDER WHOLE THE OTHER PARTY; ITS PARENTS, SUBSIDIARIES, AND AFFILIATES; AND ITS RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES ("INDEMNIFIED PARTIES") FROM AND AGAINST ALL DAMAGES, CLAIMS, DEMANDS, OR CAUSES OF ACTION AND ANY LIABILITY, COST, FINE, ENVIRONMENTAL-REMEDATION-AND-RESPONSE COST, PENALTY, AND/OR EXPENSE—INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND EXPENSES ("DAMAGES")—INCURRED BY EACH

SUCH INDEMNIFIED PARTY ARISING OR RESULTING FROM, OR CAUSED BY, VIOLATION OF ANY LAWS OR REGULATIONS BY THE INDEMNIFYING PARTY, THE BREACH OF THIS AGREEMENT BY THE INDEMNIFYING PARTY, OR THE INDEMNIFYING PARTY'S OR ITS SUBCONTRACTORS' OR AGENTS' (OR THEIR RESPECTIVE SHAREHOLDERS', PARTNERS', OFFICERS', DIRECTORS', OR EMPLOYEES') NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT UNDER THIS AGREEMENT OR RELATING TO THE SERVICES PROVIDED HEREUNDER.

14. IMMEDIATE RESPONSE

A. If any spill, release, or loss of load of any nature or kind (referred to hereinafter as "Discharge") into the environment occurs as a result of the performance of this Agreement by CARRIER or its agents, employees, or subcontractors, CARRIER shall immediately stop or abate such Discharge and shall immediately notify COUNTY and make any other notifications of such occurrence to governing or regulatory bodies that may be required of CARRIER by law. Subject to the terms hereof, CARRIER shall, at its expense, be solely responsible for all Discharge response action and environmental remediation required as a result of all such Discharges, including disposal of any waste resulting therefrom.

B. If while providing the Services, CARRIER or any of its employees, agents, or subcontractors (i) is involved in an accident or incident causing injury or damage to any person or property or a spill of the Materials or (ii) receives any fine, traffic ticket, or notice of violation of any statute, ordinance, or regulation, CARRIER shall promptly advise COUNTY.

15. FORCE MAJEURE

In the event performance of this Agreement, by either party, is affected by strike or other labor disturbances, fire, acts of terrorism, riot, war, unusually severe weather conditions, an act of God, public-health emergency or pandemic (including, specifically, but not limited to, COVID-19), governmental actions or regulations, governmental requests or requisitions for national defense, or unforeseen breakdown or injury to, or shortage in, facilities used for the handling, processing, or transportation of COUNTY'S Materials, or any other cause beyond the reasonable control of either party (a "Force Majeure"), the running of all periods of time mentioned herein shall be suspended during such interruption. Such period of suspension shall not in any way invalidate this Agreement, but on resumption of operations, the deliveries shall be continued, and no liability shall be incurred by either party for damages resulting from such suspensions. Economic hardship shall not be considered an event of Force Majeure. In the event of Force Majeure affecting a party's obligations hereunder, such party shall immediately notify the other party in writing. If the service interruption caused by the Force Majeure continues beyond ninety (90) days, either party shall have the right to terminate the Agreement with respect to the Services not performed and for which satisfactory alternative Service is not provided during the Force Majeure by giving the other party at least seven (7) days' prior written notice. To be effective, such notice must be delivered during the Force Majeure event.

16. NOTIFICATION

All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) documented personally as delivery; (b) received as delivery by telecopier to a telecopier number given below, *provided that* a copy is mailed on the same date by certified mail, return receipt requested; or (c) when received by the addressee, if sent by a nationally recognized overnight-delivery service (receipt requested), in each case as follows:

If to COUNTY: Mitchell-Yancey Landfill
Atten: Lynn Austin
110 Town Square, Room 11
Burnsville, NC 28714

If to CARRIER: Endurance Environmental Solutions, LLC
Attention: Mike Quick
10275 West Higgins Road
O'Hare International Center I
Rosemont, Illinois 60018

or to such other address or addresses as a party may designate by like notice to the other.

17. ASSIGNABILITY

CARRIER may assign its rights, responsibilities, and obligations under this Agreement without the prior written consent of the other party. CARRIER may enter into subcontracts with independent contractors to perform certain of the Services hereunder, subject to the further terms and conditions set forth in this Section.

18. COUNTERPARTS; SIGNATURES

This Agreement may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts must be construed together to constitute one and the same instrument. The parties agree that an electronic signature may substitute for, and have the same legal effect as, an original "wet ink" signature by hand.

19. SEVERABILITY

If any part of the Agreement is, for any reason, found to be unenforceable, all other portions nevertheless remain enforceable.

20. ENTIRETIES

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral or written, relative to said subject matter. All prior negotiations between the parties are merged into this Agreement, and there are no promises, agreements, conditions, undertakings, warranties, or

representations, oral or written, express or implied, between the parties other than as set forth herein and therein.

21. AMENDMENT; WAIVER

The terms of this Agreement may not be altered by any oral agreement, nor by failure to insist on performance, or failure to exercise any rights or privileges, but rather, alterations, additions, or changes to this Agreement will be accomplished only by written amendments or changed or additional Schedules or other attachments, in each case executed by both parties. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific instance described therein. No waiver by COUNTY or CARRIER of any default of the other under this Agreement shall operate as a waiver of any future default, whether of like or different character.

22. AUDIT AND INSPECTION

CARRIER shall maintain records of all contracts, papers, correspondence, employee time sheets or ledgers, books, logbooks, manifests, accounts, and other information related to payments made and CARRIER's performance under this Agreement. Upon reasonable advance notice to CARRIER, COUNTY shall have the right to audit and inspect, at CARRIER's place(s) of business and during normal business hours, during the term of this Agreement and for one (1) year after the termination or expiration of this Agreement, books and records pertinent to CARRIER's performance of its obligations under this Agreement, and CARRIER agrees to cooperate with respect to any such audit; provided, however, that CARRIER may redact any portion of such books and records containing third-party confidential information and COUNTY must enter into a confidentiality agreement acceptable to CARRIER prior to any such disclosure contemplated herein.

23. HEADINGS; CAPTIONS

The headings or captions to paragraphs and sections in this Agreement are for the convenience of the parties only, are not part of this Agreement and shall have no effect upon the interpretation or construction of this Agreement.

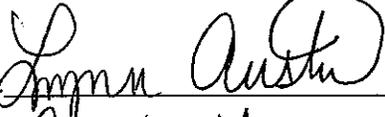
///

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date last executed below:

COUNTY:

YANCEY COUNTY, NORTH CAROLINA

By: 

Title: County Manager

Date: 1/3/25

CARRIER:

ENDURANCE ENVIRONMENTAL SOLUTIONS, LLC

By: 

Title: CEO

Date: 1/3/25

Exhibit A

<u>Origin</u>	<u>Origin Address</u>	<u>Destination</u>	<u>Destination Address</u>	<u>Rate</u>	<u>Material s</u>	<u>One-way Miles</u>	<u>Anticipated Volume</u>
Yancy County Transfer Station	555 Landfill Road, Burnsville, NC 28714	Blountville	385 Harr Ln, Blountville, TN 37617	\$1260.00 per load+	C&D/MSW	88.8 miles	2 Loads per day per driver
Yancy County Transfer Station	555 Landfill Road, Burnsville, NC 28714	Foothills	2800 Cheraw Rd, Lenoir, NC 28645	\$1100.00 per load+	C&D/MSW	64 miles	2 Loads per day per driver
Standby Rate				\$500.00 ++			

+ Load Weight not to exceed 80,000 lbs.

++ If each driver does not reach the Anticipated Volume two (2) loads per day due to loading / unloading issues that are not caused by CARRIER, Standby Rate of \$500 per missed turn, per truck, per day shall be paid to CARRIER. Payment of Standby Rate to CARRIER shall not exceed 2 times per truck, per day.

Loading Time is Thirty (30) minutes. Loading times in excess of Thirty (30) minutes shall be compensated to CARRIER as Detention charges of \$50.00 per occurrence.

**CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
YANCEY COUNTY GOVERNMENT**

CONTRACTOR: Endurance Environmental Solutions

COUNTY DEPARTMENT: County Manager

SUBJECT OF CONTRACT: Hauling for Mitchell- Yancey Landfill

DATE/TERM OF CONTRACT: January 2, 2025-7-1-2025

Notwithstanding any provision contained in the above-referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:

Non-appropriation clause. Contractor acknowledges that Yancey County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Yancey County's obligation under this contract, then this contract shall automatically expire without penalty to Yancey County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Yancey County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Yancey County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Yancey County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Yancey County upon written notice to Contractor of such limitation or change in Yancey County's legal authority.

Dispute Resolution/Jurisdiction/Venue. Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Yancey County.

No pledge of taxing authority. No deficiency judgment may be rendered against Yancey County or any agency of Yancey County in any action for breach of a contractual obligation under this contract. The taxing power of the Yancey County is not pledged directly or indirectly to secure any monies due under this contract.

No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, Yancey County makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation

of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Yancey County.

Conflict of interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Yancey County and third parties regarding the subject matter of this Contract or Agreement.

Acceleration Clause. To the extent that any provision of the contract contains any acceleration of clause provision, said clause is deemed void and unenforceable.

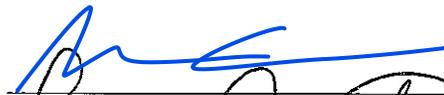
Assignment of Rights. Neither party shall sign its rights under this contract without the express written agreement of the other party.

Indemnity, Hold Harmless, Assumption of Risk. To the extent that any provision of the Contract allows for any limitations on the Contractors liability, any waiver in the limits of the County's liability, and/or any hold harmless or indemnification clauses in favor of the Contractor, those provisions are only effective and enforceable in the manner and to the extent provided by NC Law.

Default and Remedies. To the extent that any provision of the Contract addresses default and remedies, then those provisions are stricken in their entirety and are replaced with the following: "County and Contractor, in the event of default, shall have as remedies only those remedies provided by law relative to units of local government in the state of NC."

Compliance with E-Verify requirements. As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the County utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.

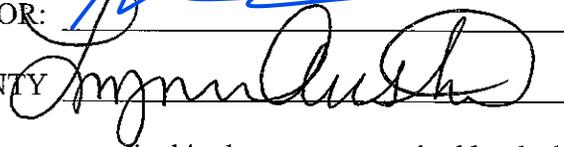
For the CONTRACTOR:



Title:

CEO

For YANCEY COUNTY



Title:

County Manager

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

By:



Yancey County Finance Officer

Release/Adjustment Detail Report

Yancey County Tax Office Tax
Bill ID: 202408583

01-07-2025
2:20 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
01/07/2025	1-7-25 RELEASE DUE TO 2024 BOER RULING/DW for Interest	202408583	2024	INTERCOASTAL HOLDINGS LLC	Release	\$-495.90	\$0.00	\$-9.92	\$-505.82
Totals:						\$-495.90	\$0.00	\$-9.92	\$-505.82

BOCC 1-13-25

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202408584

01-07-2025
2:23 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
01/07/2025	1-7-25 RELEASE DUE TO 2024 BOER RULING/DW for Interest	202408584	2024	INTERCOASTAL HOLDINGS LLC	Release	\$-345.99	\$0.00	\$-6.92	\$-352.91
Totals:						\$-345.99	\$0.00	\$-6.92	\$-352.91

Bocc 1-13-25

Release/Adjustment Detail Report

Yancey County Tax Office Tax
Bill ID: 202411562

01-07-2025
2:39 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
01/07/2025	1-7-25 RELEASE DUE TO 2024 BOER RULING/DW for Interest	202411562	2024	MILLER, SAMMY L	Release	\$-329.17	\$0.00	\$-6.58	\$-335.75
				Totals:		\$-329.17	\$0.00	\$-6.58	\$-335.75

Bocc 1-13-25

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202411561

01-07-2025
2:40 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
01/07/2025	1-7-25 RELEASE DUE TO 2024 BOER RULING/DW for Interest	202411561	2024	MILLER, SAMMY L	Release	\$-174.34	\$0.00	\$-3.49	\$-177.83
Totals:						\$-174.34	\$0.00	\$-3.49	\$-177.83

Bocc 1.13.25

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202403106

01-07-2025

2:43 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
01/07/2025	1-7-25 RELEASE DUE TO 2024 BOER RULING/DW for Interest	202403106	2024	CANNON, JOHNATHAN DOUGLAS & GARY CHRIS GEOUGE JTRS	Release	\$-722.16	\$0.00	\$-14.44	\$-736.60
Totals:						\$-722.16	\$0.00	\$-14.44	\$-736.60

Bocc 1-13-25

Release/Adjustment Detail Report

Yancey County Tax Office Tax
Bill ID: 202417835

01-03-2025
9:19 AM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
01/03/2025	1-3-2025 RELEASE DUE TO 2024 BOER RULING/DW for General Levy	202417835	2024	WILSON, LARRY E	Release	\$-27.50	\$0.00	\$0.00	\$-27.50
				Totals:		\$-27.50	\$0.00	\$0.00	\$-27.50

Bocc 1-13-2025

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202406049

12-31-2024
11:02 AM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
12/31/2024	12-31-24 RELEASE DUE TO 2024 BOER RULING/DW for General Levy	202406049	2024	G & L 5863 LLC	Release	\$-259.74	\$0.00	\$0.00	\$-259.74
				Totals:		\$-259.74	\$0.00	\$0.00	\$-259.74

Bocc 1-13-~~24~~
25

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202402670

12-31-2024
9:52 AM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
12/31/2024	12-31-24 RELEASE DUE TO 2024 BOER RULING/DW for General Levy	202402670	2024	BUCKNER, BILLY DEAN	Release	\$-737.52	\$0.00	\$0.00	\$-737.52
				Totals:		\$-737.52	\$0.00	\$0.00	\$-737.52

Bocc 1-13-~~24~~
25

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202412274

12-30-2024
4:52 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
12/30/2024	12-30-24 RELEASE DUE TO 2024 BOER RULING/DW for General Levy	202412274	2024	O'DELL-TESTER, BARBARA & PAUL A TESTER	Release	\$-113.40	\$0.00	\$0.00	\$-113.40
Totals:						\$-113.40	\$0.00	\$0.00	\$-113.40

BOCC 1-13-25

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202412276

12-30-2024

4:49 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
12/30/2024	12-30-24 RELEASE DUE TO 2024 BOER RULING/DW for General Levy	202412276	2024	O'DELL-TESTER, BARBARA & PAULA TESTER	Release	\$-257.40	\$0.00	\$0.00	\$-257.40
				Totals:		\$-257.40	\$0.00	\$0.00	\$-257.40

BOCC 1-13-25

Release/Adjustment Detail Report

Yancey County Tax Office Tax
Bill ID: 202413942

12-30-2024
3:39 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
12/30/2024	12-30-24 RELEASE DUE TO 2024 BOER RULING/DW for General Levy	202413942	2024	RIDDLE, BETHANY	Release	\$-239.67	\$0.00	\$0.00	\$-239.67
				Totals:		\$-239.67	\$0.00	\$0.00	\$-239.67

Bocc 1-13-2025

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202413641

12-30-2024
9:43 AM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
12/30/2024	12-30-24 RELEASE DUE TO 2024 BOER RULING/DW for General Levy	202413641	2024	RAY, JAMES MCCLURD JR	Release	\$-97.76	\$0.00	\$0.00	\$-97.76
				Totals:		\$-97.76	\$0.00	\$0.00	\$-97.76

BOCC 1-13-25

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202413640

12-30-2024
9:45 AM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
12/30/2024	12-30-24 RELEASE DUE TO 2024 BOER RULING/DW for General Levy	202413640	2024	RAY, JAMES MCCLURD JR	Release	\$-163.20	\$0.00	\$0.00	\$-163.20
				Totals:		\$-163.20	\$0.00	\$0.00	\$-163.20

Bocc 1-13-2025

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202409254

12-30-2024

9:25 AM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
12/30/2024	12-30-24 RELEASE DUE TO 2024 BOER RULING/DW for General Levy	202409254	2024	KEYS, RANNY W & SANDRA R	Release	\$-242.25	\$0.00	\$0.00	\$-242.25
				Totals:		\$-242.25	\$0.00	\$0.00	\$-242.25

Bocc 1-13-2025

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202409254

12-30-2024
9:25 AM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
12/30/2024	12-30-24 RELEASE DUE TO 2024 BOER RULING/DW for General Levy	202409254	2024	KEYS, RANNY W & SANDRA R	Release	\$-242.25	\$0.00	\$0.00	\$-242.25
				Totals:		\$-242.25	\$0.00	\$0.00	\$-242.25

BoCC 1-13-2025

Release/Adjustment Detail Report

Yancey County Tax Office Tax
Bill ID: 202412839

12-30-2024
12:05 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
12/30/2024	12-30-24 RELEASE DUE TO 2024 BOER RULING/DW for General Levy	202412839	2024	PETERSON, LYNN	Release	\$-507.30	\$0.00	\$0.00	\$-507.30
				Totals:		\$-507.30	\$0.00	\$0.00	\$-507.30

BoCC 1-13-2025

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202410841

12-30-2024
11:59 AM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
12/30/2024	12-30-2024 RELEASE DUE TO 2024 BOER RULING/DW for General Levy	202410841	2024	MCDERMOTT, JOHN	Release	\$-383.18	\$0.00	\$0.00	\$-383.18
				Totals:		\$-383.18	\$0.00	\$0.00	\$-383.18

Bocc 1-13-2025

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202409253

12-30-2024
9:29 AM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
12/30/2024	12-30-24 RELEASE DUE TO 2024 BOER RULING/DW for General Levy	202409253	2024	KEYS, RANNY W & SANDRA R	Release	\$-80.37	\$0.00	\$0.00	\$-80.37
				Totals:		\$-80.37	\$0.00	\$0.00	\$-80.37

Back 1-13-2025

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202413866

12-20-2024
2:17 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
12/20/2024	12-20-24 RELEASE DUE TO 2024 BOER RULING/DW for General Levy	202413866	2024	RENT ALL PROPERTIES LLC	Release	\$-652.08	\$0.00	\$0.00	\$-652.08
				Totals:		\$-652.08	\$0.00	\$0.00	\$-652.08

BOCC
1-13-2025

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202407115

12-20-2024
11:38 AM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
12/20/2024	12-20-24 RELEASE DUE TO 2024 BOER RULING/DW for General Levy	202407115	2024	HARTWIG, FRED & MARTHA	Release	\$-364.20	\$0.00	\$0.00	\$-364.20
				Totals:		\$-364.20	\$0.00	\$0.00	\$-364.20

BOCC
1-13-24

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202404781

12-20-2024
10:18 AM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
12/20/2024	12-20-24 RELEASE DUE TO 2024 BOER RULING/DW for General Levy	202404781	2024	DUNCAN, TIMOTHY EDWARD	Release	\$-2,028.42	\$0.00	\$0.00	\$-2,028.42
				Totals:		\$-2,028.42	\$0.00	\$0.00	\$-2,028.42

BDCC
1-13-2025

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202415579

12-19-2024

1:54 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
12/19/2024	12-19-24 RELEASE DUE TO 2024 BOER RULING/DW for Fire Levy	202415579	2024	SNYDER, MICHAEL W & LENA	Release	\$-416.52	\$-14.04	\$0.00	\$-430.56
Totals:						\$-416.52	\$-14.04	\$0.00	\$-430.56

BOCC
1-13-~~24~~
25

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202415577

12-19-2024
1:50 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
12/19/2024	12-19-24 RELEASE DUE TO 2024 BOER RULING/DW for Fire Levy	202415577	2024	SNYDER, LENA MARIE	Release	\$-416.52	\$-14.04	\$0.00	\$-430.56
Totals:						\$-416.52	\$-14.04	\$0.00	\$-430.56

BOCC
1-13-~~24~~ 25

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202407036

12-19-2024

11:37 AM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
12/19/2024	12-19-24 RELEASE DUE TO 2024 BOER RULING/DW for General Levy	202407036	2024	HARRIS, IVY M & KELLY T ANDRES JTRS	Release	\$-218.79	\$0.00	\$0.00	\$-218.79
Totals:						\$-218.79	\$0.00	\$0.00	\$-218.79

BOCC
1-13-25

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202400907

12-17-2024
10:40 AM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
12/17/2024	12-17-24 RELEASE DUE TO 2024 BOER RULING/DW for General Levy	202400907	2024	BAKER, THOMAS & LINDA	Release	\$-127.60	\$0.00	\$0.00	\$-127.60
				Totals:		\$-127.60	\$0.00	\$0.00	\$-127.60

BOCC
1-13-25

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202413084

12-16-2024

10:21 AM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
12/16/2024	12-16-24 RELEASE DUE TO 2024 BOER RULING/DW for General Levy	202413084	2024	PLUM BRANCH LLC	Release	\$-115.64	\$0.00	\$0.00	\$-115.64
				Totals:		\$-115.64	\$0.00	\$0.00	\$-115.64

Boec
1-13-25

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202402205

12-12-2024
11:53 AM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
12/12/2024	12-12-24 RELEASE DUE TO 2024 BOER RULING/DW for General Levy	202402205	2024	BRIGGS, JAMES BRENT	Release	\$-408.69	\$0.00	\$0.00	\$-408.69
				Totals:		\$-408.69	\$0.00	\$0.00	\$-408.69

BoCC
1-13-25

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202414069

12-12-2024
9:42 AM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
12/12/2024	12-12-24 RELEASE DUE TO 2024 BOER RULING/DW for General Levy	202414069	2024	ROACH, TERESA & ELEANOR MACCORKLE	Release	\$-79.80	\$0.00	\$0.00	\$-79.80
Totals:						\$-79.80	\$0.00	\$0.00	\$-79.80

*BOCC
1-13-25*

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202402962

12-12-2024
9:51 AM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
12/12/2024	12-12-24 RELEASE DUE TO 2024 BOER RULING/DW for General Levy	202402962	2024	BYRD, RICHARD C & GLENDA	Release	\$-808.20	\$0.00	\$0.00	\$-808.20
				Totals:		\$-808.20	\$0.00	\$0.00	\$-808.20

BOCC
1-13-25

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202410864

12-12-2024
9:46 AM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
12/12/2024	12-12-24 RELEASE DUE TO 2024 BOER RULING/DW for General Levy	202410864	2024	MCDOWELL, VICKIE KAREN	Release	\$-519.00	\$0.00	\$0.00	\$-519.00
				Totals:		\$-519.00	\$0.00	\$0.00	\$-519.00

Ball
1-13-25

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202405866

12-11-2024
2:33 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
12/11/2024	12-11-24 RELEASE DUE TO 2024 BOER RULING/DW for General Levy	202405866	2024	FOX, RANDY & TERESA F L/E	Release	\$-279.66	\$0.00	\$0.00	\$-279.66
				Totals:		\$-279.66	\$0.00	\$0.00	\$-279.66

BOCC
1-13-25

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202416964

12-11-2024
12:19 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
12/11/2024	12-11-24 RELEASE DUE TO 2024 BOER RULING/DW for General Levy	202416964	2024	VLAUN, ELAINE J & PETER J	Release	\$-576.81	\$0.00	\$0.00	\$-576.81
				Totals:		\$-576.81	\$0.00	\$0.00	\$-576.81

BoCC
01-13-2025

YANCEY COUNTY TAX ADMINISTRATION

End of Month Breakout

Outstanding Balances through 01/31/2025

Description	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	Total
Balances											
Balances											
County Vehicle Tax						\$5,587.66	\$14,218.15	\$15,067.72	\$4,714.36		\$39,587.89
TOWN OF BURNSVILLE Vehicle Tax							\$499.48	\$502.73	\$36.00		\$1,038.21
BURNSVILLE FIRE DISTRICT Vehicle Tax						\$281.59	\$245.85	\$523.35	\$55.92		\$1,106.71
CANE RIVER FIRE DISTRICT Vehicle Tax							\$137.60	\$166.03	\$8.37		\$312.00
EGYPT FIRE DISTIRCT Vehicle Tax							\$68.96	\$47.14	\$0.40		\$116.50
RAMSEYTOWN FIRE DISTRICT Vehicle Tax							\$6.41	\$0.82	\$3.94		\$11.17
GREEN MOUNTAIN FIRE DISTRICT Vehicle Tax							\$151.60	\$109.07	\$1.18		\$261.85
JACKS CREEK FIRE DISTRICT Vehicle Tax						\$205.81	\$24.84	\$40.51	\$31.95		\$303.11
BRUSH CREEK FIRE DISTRICT Vehicle Tax							\$41.24	\$57.91			\$99.15
CRABTREE FIRE DISTRICT Vehicle Tax						\$72.92	\$307.68	\$193.67	\$35.82		\$610.09
SOUTH TOE FIRE DISTRICT Vehicle Tax						\$18.14	\$221.98	\$115.29	\$15.00		\$370.41

PENSACOLA FIRE DISTRICT Vehicle Tax		\$136.96	\$141.90	\$77.70	\$356.56
PRICES CREEK FIRE DISTRICT Vehicle Tax	\$4.86	\$28.70	\$52.92	\$160.16	\$246.64
County Vehicle Interest	\$2,208.74	\$5,879.66	\$7,570.23	\$3,132.65	\$18,791.28
TOWN OF BURNSVILLE Vehicle Interest		\$198.87	\$239.52	\$24.21	\$462.60
BURNSVILLE FIRE DISTRICT Vehicle Interes	\$111.63	\$105.12	\$275.11	\$34.82	\$526.68
CANE RIVER FIRE DISTRICT Vehicle Interes		\$54.04	\$75.43	\$3.52	\$132.99
EGYPT FIRE DISTIRCT Vehicle Interest		\$27.42	\$23.52	\$0.01	\$50.95
RAMSEYTOWN FIRE DISTRICT Vehicle Interes		\$2.08	\$0.02	\$1.76	\$3.86
GREEN MOUNTAIN FIRE DISTRICT Vehicle Int		\$60.70	\$52.30	\$0.84	\$113.84
JACKS CREEK FIRE DISTRICT Vehicle Intere	\$80.63	\$10.92	\$22.76	\$21.45	\$135.76
BRUSH CREEK FIRE DISTRICT Vehicle Intere		\$17.34	\$27.99		\$45.33
CRABTREE FIRE DISTRICT Vehicle Interest	\$28.96	\$125.28	\$95.57	\$22.59	\$272.40
SOUTH TOE FIRE DISTRICT Vehicle Interest	\$7.37	\$91.90	\$55.71	\$8.62	\$163.60
PENSACOLA FIRE DISTRICT Vehicle Interest		\$55.87	\$73.80	\$50.45	\$180.12
PRICES CREEK FIRE DISTRICT Vehicle Inter	\$2.10	\$14.29	\$29.26	\$107.38	\$153.03
DMV Vehicle Interest	\$185.10	\$60.73	\$184.60	\$154.30	\$584.73

Totals

\$8,795.51

\$22,793.67

\$25,744.88

\$8,703.40

\$66,037.46

02/05/2025

Yancey County Tax Office

County/District Collection Percentage Report

As of: 01-31-2025

Run Date: 02-05-2025

2024 County

Net Levy \$	Collections \$	Collections %
19,302,171.03	17,430,664.96	90.31

Districts

Name	Net Levy \$	Collections \$	Collections %
001 - BURNSVILLE FIRE DISTRICT	405,568.27	374,953.85	92.46
002 - CANE RIVER FIRE DISTRICT	127,836.44	115,652.68	90.47
003 - EGYPT FIRE DISTRICT	134,421.77	121,549.40	90.43
004 - RAMSEYTOWN FIRE DISTRICT	47,458.94	41,552.06	87.56
005 - GREEN MOUNTAIN FIRE DISTRICT	54,095.82	46,338.33	85.66
006 - JACKS CREEK FIRE DISTRICT	131,708.64	119,044.02	90.39
007 - BRUSH CREEK FIRE DISTRICT	63,944.23	57,081.88	89.27
008 - CRABTREE FIRE DISTRICT	317,096.57	284,743.45	89.80
009 - SOUTH TOE FIRE DISTRICT	341,553.31	314,315.19	92.03
010 - PENSACOLA FIRE DISTRICT	167,723.07	152,359.48	90.84
011 - PRICES CREEK FIRE DISTRICT	240,867.81	220,592.99	91.59

District Totals

Net Levy \$	Collections \$	Collections %
2,032,274.87	1,848,183.33	90.94

Personal Property:

Billed
1,141,163.15

UnCollected
42,636.41

Collected
1,098,526.74

Percent Collected
96.264

Percent Not Collected
3.736

Posting Report

01-01-2025 to 01-31-2025

02-05-2025

3:12 PM

I. Tax Collections + Releases

Year	BURNSVILLE	CANE RIVER	EGYPT	RAMSEYTOWN	GREEN MOUNTAIN	JACKS CREEK	BRUSH CREEK	CRABTREE	SOUTH TOW	PENSACOLA	PRICES CREEK	TOWN OF BURNSVILLE	TOTAL
2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4.25
2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$157.38	\$0.00	\$0.00	\$0.00	\$1,586.14
2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$139.65	\$0.00	\$0.00	\$0.00	\$1,184.05
2021	\$0.00	\$1.75	\$0.00	\$7.50	\$0.00	\$0.00	\$0.00	\$0.00	\$119.55	\$0.00	\$0.00	\$0.00	\$1,256.62
2022	\$0.00	\$50.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$162.62	\$0.00	\$0.00	\$0.00	\$2,482.29
2023	\$0.00	\$51.68	\$53.62	\$69.85	\$0.00	\$108.10	\$0.00	\$64.32	\$494.42	\$18.27	\$0.00	\$0.00	\$11,022.18
2024	\$0.00	\$25,646.93	\$33,446.35	\$15,828.16	\$0.00	\$12,397.53	\$0.00	\$3,908.51	\$24,465.95	\$28,843.86	\$7,680.29	\$0.00	\$1,633,713.99
2025	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.80
TOTAL	\$0.00	\$25,750.60	\$33,499.97	\$15,905.51	\$0.00	\$12,505.63	\$0.00	\$3,972.83	\$25,539.57	\$28,862.13	\$7,680.29	\$0.00	\$1,651,296.32

II. Releases

	Current Year	Prior Year	TOTAL
BURNSVILLE	\$0.00	\$0.00	\$0.00
CANE RIVER	\$0.00	\$0.00	\$0.00
EGYPT	\$4.60	\$0.00	\$4.60
RAMSEYTOWN	\$0.00	\$0.00	\$0.00
GREEN MOUNTAIN	\$0.00	\$0.00	\$0.00
JACKS CREEK	\$0.00	\$0.00	\$0.00
BRUSH CREEK	\$0.00	\$0.00	\$0.00
CRABTREE	\$0.00	\$0.00	\$0.00

SOUTH TOW	\$0.00	\$0.00	\$0.00
PENSACOLA	\$0.00	\$0.00	\$0.00
PRICES CREEK	\$0.00	\$0.00	\$0.00
TOWN OF BURNSVILLE	\$0.00	\$0.00	\$0.00
TOTAL	\$2,595.50	\$0.00	\$2,595.50

III. Net Tax Collections

Year	BURNSVILLE	CANE RIVER	EGYPT	RAMSEYTOWN	GREEN MOUNTAIN	JACKS CREEK	BRUSH CREEK	CRABTREE	SOUTH TOW	PENSACOLA	PRICES CREEK	TOWN OF BURNSVILLE	TOTAL
TOTAL	\$0.00	\$25,750.60	\$33,495.37	\$15,905.51	\$0.00	\$12,505.63	\$0.00	\$3,972.83	\$25,539.57	\$28,862.13	\$7,680.29	\$0.00	\$1,648,700.82

Transaction Type Report

01-01-2025 to 01-31-2025

Year	General	Fire	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Total
2018	\$4.25	\$0.00	\$0.00	\$0.00	\$0.00	\$4.25	\$0.09	\$0.00	\$0.00	\$4.34
2019	\$1,428.76	\$157.38	\$0.00	\$0.00	\$0.00	\$1,586.14	\$650.88	\$0.00	\$0.00	\$2,237.02
2020	\$1,044.40	\$139.65	\$0.00	\$0.00	\$0.00	\$1,184.05	\$658.48	\$4.25	\$0.00	\$1,846.78
2021	\$1,127.82	\$128.80	\$95.42	\$0.00	\$0.00	\$1,352.04	\$393.07	\$4.25	\$0.00	\$1,749.36
2022	\$2,269.43	\$212.86	\$99.44	\$0.00	\$0.00	\$2,581.73	\$560.02	\$12.75	\$0.00	\$3,154.50
2023	\$10,161.92	\$860.26	\$90.68	\$0.00	\$0.00	\$11,112.86	\$1,292.40	\$106.25	\$0.00	\$12,511.51
2024	\$1,478,905.51	\$152,212.98	\$1,453.70	\$0.00	\$0.00	\$1,632,572.19	\$11,018.37	\$0.00	\$0.00	\$1,643,590.56
2025	\$46.80	\$0.00	\$0.00	\$0.00	\$0.00	\$46.80	\$0.00	\$0.00	\$0.00	\$46.80
TOTAL	\$1,494,988.89	\$153,711.93	\$1,739.24	\$0.00	\$0.00	\$1,650,440.06	\$14,573.31	\$127.50	\$0.00	\$1,665,140.87

Adjustment / Release Report

01-01-2025 to 01-31-2025

Year	General	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Fire	Amount Due	County Net
2024	\$2,594.02	\$0.00	\$0.00	\$0.00	\$2,594.02	\$2,482.47	\$0.00	\$0.00	\$4.60	\$5,081.09	\$5,076.49
TOTAL	\$2,594.02	\$0.00	\$0.00	\$0.00	\$2,594.02	\$2,482.47	\$0.00	\$0.00	\$4.60	\$5,081.09	\$5,076.49

Collections Receipts Report

01-01-2025 to 01-31-2025

Total general tax	\$1,494,988.89
Total fire tax	\$153,711.93
Total penalty	\$1,739.24
Total Waste Fees	\$0.00
Total Additional Fees	\$0.00
<hr/>	
Total principal	\$1,650,440.06
Total interest	\$14,573.31
Total cost of advertising	\$127.50
Total legal	\$0.00
Total check overpayments	\$0.00
Total Prepaid Payments	\$1,792.26
Total Prepaid Applied	\$0.00
<hr/>	
Total misc	\$16,493.07
Grand total receipts	\$1,666,933.13

District Payment Report

01-01-2025 to 01-31-2025

Year	District Code	District Name	Amount
2019	008	CRABTREE FIRE DISTRICT	\$157.38
2020	008	CRABTREE FIRE DISTRICT	\$139.65
2021	001	BURNSVILLE FIRE DISTRICT	\$1.75
2021	003	EGYPT FIRE DISTRICT	\$7.50
2021	008	CRABTREE FIRE DISTRICT	\$119.55
2022	001	BURNSVILLE FIRE DISTRICT	\$50.24
2022	008	CRABTREE FIRE DISTRICT	\$162.62
2023	001	BURNSVILLE FIRE DISTRICT	\$51.68
2023	002	CANE RIVER FIRE DISTRICT	\$53.62
2023	003	EGYPT FIRE DISTRICT	\$68.45
2023	004	RAMSEYTOWN FIRE DISTRICT	\$1.40
2023	005	GREEN MOUNTAIN FIRE DISTRICT	\$17.50
2023	006	JACKS CREEK FIRE DISTRICT	\$90.60
2023	007	BRUSH CREEK FIRE DISTRICT	\$64.32
2023	008	CRABTREE FIRE DISTRICT	\$494.42
2023	009	SOUTH TOE FIRE DISTRICT	\$18.27
2024	001	BURNSVILLE FIRE DISTRICT	\$25,646.93
2024	002	CANE RIVER FIRE DISTRICT	\$8,464.14
2024	003	EGYPT FIRE DISTRICT	\$10,843.71
2024	004	RAMSEYTOWN FIRE DISTRICT	\$4,984.45
2024	005	GREEN MOUNTAIN FIRE DISTRICT	\$3,021.49
2024	006	JACKS CREEK FIRE DISTRICT	\$9,376.04
2024	007	BRUSH CREEK FIRE DISTRICT	\$3,908.51
2024	008	CRABTREE FIRE DISTRICT	\$24,465.95
2024	009	SOUTH TOE FIRE DISTRICT	\$28,843.86
2024	010	PENSACOLA FIRE DISTRICT	\$7,680.29
2024	011	PRICES CREEK FIRE DISTRICT	\$24,977.61
TOTAL			\$153,711.93

Detailed District Payment Report

01-01-2025 to 01-31-2025

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

Outstanding Balances Report

As of 01-31-2025

Year	Amount	County	District	Interest	Advertising	Penalties	Waste	Additional Fees
2014	\$15,442.43	\$6,935.41	\$766.97	\$7,378.78	\$52.00	\$309.27	\$0.00	\$0.00
2015	\$14,022.47	\$6,751.23	\$733.57	\$6,352.63	\$56.00	\$129.04	\$0.00	\$0.00
2016	\$19,244.14	\$10,070.29	\$760.18	\$8,129.94	\$76.00	\$203.73	\$4.00	\$0.00
2017	\$17,531.17	\$9,257.30	\$923.49	\$6,853.42	\$88.00	\$408.96	\$0.00	\$0.00
2018	\$17,401.07	\$9,697.42	\$991.86	\$6,101.73	\$95.97	\$514.09	\$0.00	\$0.00
2019	\$24,265.05	\$15,104.32	\$1,237.12	\$7,324.20	\$120.00	\$479.41	\$0.00	\$0.00
2020	\$32,635.98	\$21,434.89	\$2,171.73	\$8,642.20	\$144.50	\$242.66	\$0.00	\$0.00
2021	\$49,290.44	\$34,433.48	\$3,154.90	\$10,730.67	\$331.50	\$639.89	\$0.00	\$0.00
2022	\$83,288.90	\$63,328.63	\$5,629.06	\$13,133.12	\$586.50	\$611.59	\$0.00	\$0.00
2023	\$176,324.58	\$143,952.44	\$12,677.26	\$16,615.92	\$1,345.25	\$1,733.71	\$0.00	\$0.00
2024	\$2,098,281.33	\$1,871,720.61	\$184,091.54	\$40,390.85	\$0.00	\$2,078.33	\$0.00	\$0.00
Total	\$2,547,727.56	\$2,192,686.02	\$213,137.68	\$131,653.46	\$2,895.72	\$7,350.68	\$4.00	\$0.00



YANCEY COUNTY TAX OFFICE

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

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

Email: danny.mcintosh@yanceycountync.gov

Regular Meeting of the Board of Commissioners January 13 2025

Release request:

CANNON, JOHNATHAN ET., AL.

CANNON, AUDREY

PO BOX 312

MICAVILLE NC 28755

PIN: 084000787549000 1.2 ACRES 2072 DOUBLE ISLAND RD. Property owner found that the property assessment for 2024 indicated a building value of \$32,400 being used to create taxable value and that building is a single wide mobile home used as storage with no value and the other single wide mobile home is taxed as personal property. The entire property lies below the road and is the drainage from a creek and the road. This request is to correct the taxable value and to approve the correspondent release. This condition was created during the mass appraisal and resulted in the overstatement of value and tax billed for 2024:

2024 Excess tax billed \$ 722.16

Assessor's opinion: Pursuant to North Carolina General Statute 105-381 release is indicated and recommended in the amount of \$722.16.

BOCC action: approved denied continued



YANCEY COUNTY TAX OFFICE

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

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

Email: danny.mcintosh@yanceycountync.gov

Regular Meeting of the Board of Commissioners January 13 2025

Refund request:

MILLER, LINDSEY & SCOTT M GORSKI

1041 BEE LOG RD

BURNSVILLE NC 28714

PIN: 989200156212000 3.5 ACRES. Property owner did request in writing that the excess tax collected as a result of Board of Equalization and Review action be refunded. This request is to authorize a refund in the amount of \$ 274.06.

BOCC action: approved denied continued

Refund check request: by _____ Date _____ Amount \$ _____

Please mail check to the property owner.



YANCEY COUNTY TAX OFFICE

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

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

Email: danny.mcintosh@yanceycountync.gov

Regular Meeting of the Board of Commissioners January 13 2025

Refund request:

WEARN, JAMES
260 JAMAICA LN
PALM BEACH FL 33480

PIN: 986202781762000 1062 Phacelia Ln 13.33 acres Property owner did request in writing that the excess tax collected as a result of Board of Equalization and Review action be refunded. This request is to authorize a refund in the amount of \$ 266.65.

BOCC action: approved denied continued

Refund check request: by _____ Date _____ Amount \$ _____

Please mail check to the property owner.



YANCEY COUNTY TAX OFFICE

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

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

Email: danny.mcintosh@yanceycountync.gov

Regular Meeting of the Board of Commissioners January 13 2025

Refund request:

EDWARDS, JAMES
218 WESTOVER DR
BURNSVILLE NC 28714

PIN: 080002687852000 2.35 ACRES 65 Cardinal Crest Dr. Property owner found that the property assessment for 2024 indicated a building value of \$36,700 being used to create taxable value and the building on the property is taxed as personal property. This request is to correct the taxable value and to approve the correspondent refund. This condition was created during the mass appraisal and resulted in the overstatement of value and tax billed for 2024:

2024 Excess tax collected \$ 213.38

Assessor's opinion: Pursuant to North Carolina General Statute 105-381 refund/release is indicated and recommended in the amount of \$213.38.

BOCC action: approved denied continued

Refund check request: by _____ Date _____ Amount \$ _____

Please mail check to the property owner.



YANCEY COUNTY TAX OFFICE

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

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

Email: danny.mcintosh@yanceycountync.gov

Regular Meeting of the Board of Commissioners January 13 2025

Administrator request for the Board of County Commissioners to investigate/consider/adopt resolutions regarding the assessment and collection of property tax beginning with the 2025 calendar year.

1. Prepayment discount of two percent. The request is to remove the two percent discount for prepayments made in the month of August. Pursuant to NCGS 105-360 this decision would need to be made prior to May 1 in order for the proper notification to be delivered to the Department of Revenue.
2. The request is for the adoption of a resolution implementing the “Modernization of Land Records” pursuant to NCGS 161-30. The statute includes the language below:

(b) In any county in which parcel identifiers have been assigned to any of the real property situated within the county, the county commissioners may require that the register of deeds shall not accept for registration any map, deed, deed of trust or other instrument affecting real property unless the parcel identifier for all of the property described and affected is affixed and verified by the county on the face of the map or instrument or affixed and verified by the county as a part of the legal description contained in any instrument.

**A RESOLUTION OF THE YANCEY COUNTY BOARD OF COMMISSIONERS
(HEREINAFTER "BOARD")
PRESCRIBING PROCEDURES
FOR DISPOSAL OF SURPLUS PERSONAL PROPERTY
VALUED AT LESS THAN \$30,000.00**

WHEREAS, Yancey County, from time to time has personal property which is no longer needed or required;

WHEREAS, North Carolina General Statute 160A-266 authorizes cities (NCGS 153A-176 states this statute applies to counties) to adopt procedures for the disposal or exchange of personal property valued at less than \$30,000 for any one item or group of items; and,

WHEREAS, North Carolina General Statute 160A-270 provides that the governing board may conduct electronic auctions of the government's personal property by authorizing the establishment of an electronic auction procedure or by authorizing the use of existing private or public electronic auction services; and

WHEREAS, the Board desires to adopt procedures for the disposal and exchange of surplus personal property valued at less than \$30,000 for any one item or group of items, including but not limited to disposal and exchange by electronic means;

NOW, THEREFORE BE IT RESOLVED:

Section 1. Property That Can Be Disposed of Under this Resolution. The County Manager is hereby authorized to declare surplus and dispose of any personal property owned by Yancey County when, in his or her judgement, each of the following three criteria are met:

- a) The item or group of items to be disposed of has a fair market value of less than thirty thousand dollars (\$30,000.00);
- b) The property is no longer necessary for the conduct of County Business; and,
- c) Sound property management principles and financial considerations indicate that the interest of Yancey County would be best served by disposing of the property.

Personal property that, in the judgement of the County Manager, meets these three criteria is referred to in this Resolution as "Surplus Property."

Section 2. Methods of Disposition. The County Manager may dispose of Surplus Property by any means which he or she judges reasonably calculated to secure for the County the fair market value in money or other consideration and to accomplish the disposal efficiently and economically, including but not limited to the methods of sale provided in Article 12 of North Carolina General Statutes, Chapter 160A-266 and 160A-270. Such sale may be public or private, and with or without notice and minimum waiting period.

Section 3. Sale by Electronic Auction. As one of several means of disposing of Surplus Property, the County Manager is specifically authorized to dispose of Surplus Property by electronic means. The County Manager is authorized to establish procedures for disposal of Surplus Property by electronic means, and is further authorized to use existing public or private electronic auction services to dispose of Surplus Property. Notwithstanding the requirements of North Carolina General Statute 160A-270, the County shall not be required to provide advance notice of electronic auctions of such Surplus Property.

Section 4. Terms of Disposition. The Surplus Property shall be sold to the party who tenders the highest offer, or exchanged for any property or services useful to the Yancey County if greater value may be obtained in that manner, and the County Manager is hereby authorized to execute and deliver any applicable

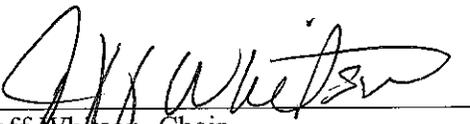
title documents necessary to appropriate to consummate such sale. If no offers are received within a reasonable time, the County Manager may retain the property for the County, obtain any reasonably available salvage value, or cause it to be disposed of as waste material. No Surplus Property may be donated except by resolution of the Board of Commissioners.

Section 5. Record and Reports. The County's Finance Department shall keep a record of all property sold under the authority of the Resolution and that record shall describe the property sold or exchanged, to whom it was sold, or with whom it was exchanged, and the amount of money or other consideration received for each sale or exchange. This record shall be reported to the Board of Commissioners on a semiannual basis. One report will be due each February 1, summarizing sales from the preceding July 1 through December 31, and the other report will be due each August 1, summarizing sales from the preceding January 1 through June 30.

Section 6. This Resolution is adopted pursuant to the provisions of North Carolina General Statutes 160A-266 and 160A-270.

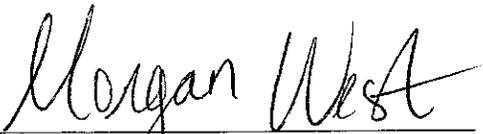
Section 7. This Resolution shall become effective upon adoption and reviewed each January.

Adopted this 13th day of January, 2025.



Jeff Whitson, Chair
Yancey County Board of Commissioners

ATTEST:



Morgan West, Clerk to the Board



ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

SHADIESKAF

Director



NORTH CAROLINA
Environmental Quality

October 20, 2022

Ms. Lynn Austin, Manager
Yancey County
110 Town Square / Room 11
Burnsville, North Carolina 28714

SUBJECT: Offer & Acceptance for ARP Funding
Project No. SRP-W-ARP-0197
Charlie Brown Road Sewer Extension
American Rescue Plan – Earmark
Yancey Co., NC

Dear Mr. Austin:

Yancey County has been approved for an American Rescue Plan (ARP) funding from the State Fiscal Recovery Fund in the amount of **\$1,261,320**. Projects funded from the State Fiscal Recovery Funds established in S.L. 2021-180 must meet applicable federal law and guidance for the ARP funds. Accordingly, enclosed is a copy of an offer-and-acceptance document, extending ARP funding in the amount of \$1,261,320. This offer is made by the Division of Water Infrastructure (DWI), subject to the assurances and conditions set forth in the enclosed offer-and-acceptance document. Funds will not be disbursed unless this offer is accepted.

Upon your acceptance, please submit the following items to Mark Hubbard, Division of Water Infrastructure (DWI), 1633 Mail Service Center, Raleigh, North Carolina 27699-1633:

1. A resolution (sample copy attached), adopted by the governing body, accepting the offer, and making the applicable assurances contained therein;
2. One (1) copy of the original offer-and-acceptance document, executed by the Authorized Representative for the project, along with the signed "Standard Conditions and Assurances" for ARP Projects. **Please retain a second copy for your files.**
3. Federal Identification Number and Unique Entity ID # of the Recipient (Memo attached)
4. Sales Tax Certification (attached)



North Carolina Department of Environmental Quality | Division of Water Infrastructure
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633
919.707.9160

Once construction of the subject project has commenced, the enclosed "reimbursement request form" must be completed and submitted with all reimbursement requests. You are free to reproduce this form should additional copies be needed.

In addition, a memorandum requesting your federal identification number has been included with this offer of funding. You must complete and submit this form no later than the time when you choose to submit your first request for reimbursement.

On behalf of the Department of Environmental Quality, I am pleased to extend this offer of ARP funds, made available by the North Carolina Fiscal Recovery Fund. Should you have any questions concerning this offer of funding, or any of the stipulations outlined in this letter, please contact Mark Hubbard, DWI's Grant Management Unit Supervisor, at 919.707.9162.

Sincerely,



Shadi Eskaf., Director
Division of Water Infrastructure, NCDEQ

Enclosures: Offer-and-Acceptance Document
Resolution by Applicant's Governing Body to Accept an Offer of Funding
Fed ID/ Unique Entity ID # Request Memo
Sales-Tax Certification Form
Reimbursement Request Form

CC: Mike Dowd, P.E., McGill Associates, P.A., Consulting Engineer (Asheville)
Jamie L. McMahan, Yancey County Economic Development Commission
Julia Byrd
Jennifer House
Jackie Moore
Pam Whitley
FILE: ARP Project File (COM_LOX)

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Funding Offer and Acceptance

Legal Name and Address of Award Recipient

Yancey County
110 Town Square / Room 11
Burnsville, North Carolina 28714

Project Number: SRP-W-ARP-0197

ALN: 21.027

Funding Program

Drinking Water	<input checked="" type="checkbox"/>	Additional Amount for Funding Increases	Previous Total	Total Offered
Wastewater	<input type="checkbox"/>			
State Revolving Fund (SRF)	<input type="checkbox"/>			
State Reserve Loan (SRP)	<input type="checkbox"/>			
State Reserve Grant (SRP)	<input type="checkbox"/>			
State Grant Appropriation (SAP)	<input type="checkbox"/>			
American Rescue Plan Act (ARPA)	<input checked="" type="checkbox"/>			\$1,261,320

Project Description:

Charlie Brown Road Sewer Extension

Total Financial Assistance Offer: \$1,261,320
Total Project Cost: \$1,261,320
Estimated Closing Fee*: na
For Loans
Principal Forgiveness: \$0
Interest Rate: 0.0% Per Annum
Maximum Loan Term: 0 Years

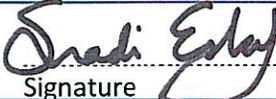
**Estimated closing fee calculated based on grant and loan amount.*

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance,

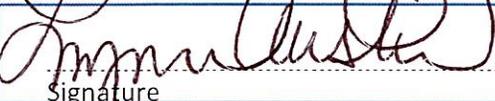
The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina: **Shadi Eskaf, Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality**

	10/25/2022
Signature	Date

On Behalf of: _____ Yancey County _____
 Name of Representative in Resolution: _____
 Title (Type or Print): _____

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

	1-13-25
Signature	Date

STANDARD CONDITIONS

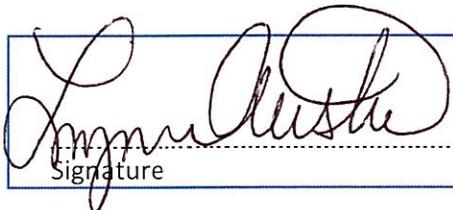
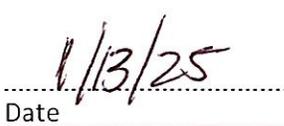
1. Acceptance of this Funding Offer does not exempt the Recipient from complying with requirements stated in the U.S. Treasury's [Final Rule](#) for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the [SLFRF Compliance and Reporting Guidance](#) not explicitly referred to in this document and any future requirements implemented by the U.S Treasury.
2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
5. Projects with a total cost of \$10,000,000 or more must meet U.S. Treasury requirements for prevailing wage rates, project labor agreements, and related requirements. Recipients can either certify meeting the requirements or provide plans and reports as the [SLFRF Compliance and Reporting Guidance](#) specifies.
6. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARPA-funded projects must also adhere to North Carolina State law, specifically NC General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying (A/E) Services. NCGS 143-64.32 cannot be used to exempt funding recipients from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.
7. Local government units designated as distressed must complete associated requirements of statute §159G-45(b).
8. Funds made available by the ARPA that are not disbursed to the entity accepting the funds in this document by December 31st, 2026, will no longer be available for the project. Unused Federal funds will revert from the State of North Carolina to the U.S. Treasury.

ASSURANCES

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division.
2. The Applicant is responsible for paying for the costs ineligible for ARPA funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. The Applicant will provide and maintain adequate engineering supervision and inspection.
5. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
6. All ARPA funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
7. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.
8. Funds must be fully spent (i.e., fully reimbursed to the recipient) by December 31, 2026.

Acknowledgement of Standard Conditions and Assurances

The Applicant hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

 Signature	 Date
---	---

**RESOLUTION
BY
YANCEY COUNTY BOARD OF COMMISSIONERS**

WHEREAS, the Yancey County Commissioners has qualified for the Viability Utility Reserve (VUR) designation associated with the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$1,261,320 to perform work detailed in the submitted application, and

WHEREAS, the Yancey County Commissioners intends to perform said project in accordance with the agreed scope of work,

NOW, THEREFORE, BE IT RESOLVED BY THE YANCEY COUNTY BOARD OF COMMISSIONERS:

That Yancey County Commissioners does hereby accept the American Rescue Plan Grant offer of \$1,261,320

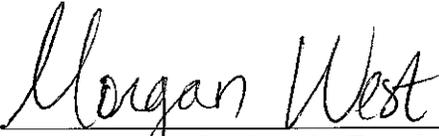
That the Yancey County Commissioners does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Jeff Whitson, Chairman of the Board, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 13th day of January, 2025 at Yancey County, North Carolina.



Jeff Whitson, Chairman



Morgan West, Clerk to the Board

**RESOLUTION
BY
YANCEY COUNTY BOARD OF COMMISSIONERS**

WHEREAS, the Yancey County Commissioners has qualified for the Viability Utility Reserve (VUR) designation associated with the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$688,280 to perform work detailed in the submitted application, and

WHEREAS, the Yancey County Commissioners intends to perform said project in accordance with the agreed scope of work,

NOW, THEREFORE, BE IT RESOLVED BY THE YANCEY COUNTY BOARD OF COMMISSIONERS:

That Yancey County Commissioners does hereby accept the American Rescue Plan Grant offer of \$688,280.

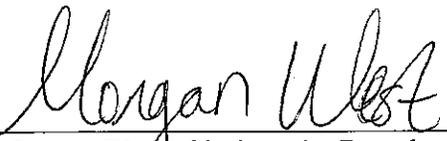
That the Yancey County Commissioners does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Jeff Whitson, Chairman of the Board, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

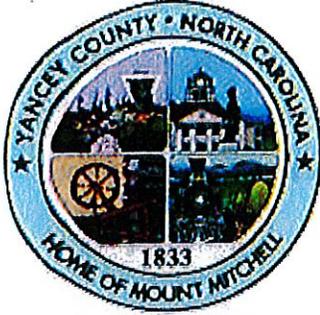
Adopted this the 13th day of January, 2025 at Yancey County, North Carolina.



Jeff Whitson, Chairman



Morgan West, Clerk to the Board



STREET NAME APPLICATION FORM

Yancey County Addressing and Mapping Department

email: mark.thomas@yanceycountync.gov

110 Town Sq Room 7

Burnsville, NC 28714

Phone: 828-682-1813

Proposed Name of Road: Joe C. Young Drive
Beginning at (cross street): Indian Trail

Is this street in a subdivision? NO If yes, subdivision name: N/A

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

Applicant's Name: Yancey County, NC (New Sheriff/EM/911 Facilities)
Address: 110 Town Square, Rm #11, Burnsville, NC 28714
Telephone: Wes Presnell - 828-284-5297

I am in favor of the proposed street name change.

Printed Name	Address	Day Phone	Signature & Date

***Note: The applicant is responsible for recording development plats, including any associated fees.**

*Note: If street name(s) are being requested for a new subdivision the applicant must submit a full sized printed and digital legible plan for the subdivision. If the subdivision is a multiphase subdivision a copy of the master plan will be required as well. Addresses will not be given until the subdivision plat is approved by the governing authority.

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

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

STANDARDS FOR STREET NAME

Consideration of New or Proposed Road Names

The Addressing and Mapping Department reviews the proposed street name(s) for compliance with Yancey County Addressing and Road Naming Ordinance.

Road Naming

The naming of roads, including in new subdivisions, shall be reviewed and approved by the Yancey County Addressing and Mapping Department per the Yancey County Addressing and Road Naming Ordinance Section 2. Persons submitting road names that are rejected shall be notified so that changes may be made prior to the plan review process.

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

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

Road Types

Each approved road name will be required to have a road type. There shall only be one road type per road name. Road types permitted for use in Yancey County will be in compliance with the standards of the USPS. (See USPS Publication 28) The Yancey County Addressing and Mapping Department has the authority to determine which road type(s) shall be suitable for the new or proposed name, as outlined in the Yancey County Addressing and Road Naming Ordinance. If the requested type is deemed inappropriate by the Yancey County Addressing and Mapping Department, a new one must be chosen.

Prefixes and Suffixes

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

MEMORANDUM OF UNDERSTANDING
BETWEEN COLUMBUS COUNTY 911 COMMUNICATIONS,
NORTH CAROLINA AND YANCEY COUNTY 911
COMMUNICATIONS, NORTH CAROLINA

Mutual aid in occurrence of failure of 911 Emergency Call System and/or Dispatch system in Columbus County 911 Communications Center or Yancey County 911 Communications Center.

PARTIES

This understanding is entered into between Columbus County 911 Communications Center and Yancey County 911 Communications Center.

PURPOSE

The purpose of this memorandum is to establish an agreement for the Columbus County 911 and Yancey County 911 Communications Center to support each other's 911 call answering and operate as an out of region backup 911 System for each other should a failure of its 911 Emergency Call System occur or evacuation of a 911 center become necessary.

TERMS

Notice will be given to a representative supervisor of the functioning 911 center that emergency telephone calls will be automatically transferred or as soon as a system failure is identified, or evacuation of center is required. Normal operations will resume as soon as the impacted center is able to safely resume operations at primary or backup center.

EQUIPMENT/PERSONNEL

The Center providing relief for calls during system failure or evacuation will have needed radios in place utilizing the VIPER Statewide Communications network to relay call information from one county to another. If able it will be the responsibility of the impacted center to dispatch emergent calls as needed for fire, EMS and law enforcement personnel because the counties are on different types of radio systems however an effort will be made to equip each center with a limited means to communicate directly with responders in each respective county.

TERMINATION

This Memorandum of Understanding shall be in effect from the date of execution and recurring. This memorandum may be terminated by either party upon submission of a thirty-day (30) advance written notice of termination. Modifications of this understanding must be in writing and upon approval of both parties.

EXECUTION

This Memorandum of Understanding will become effective upon execution of all parties to the MOU. The date of execution shall be the date of the last signature.

Columbus County Board of Commissioners

By: _____ Date: _____

Print Name:

Columbus County 911 Operations Manager

By: _____ Date: _____

Print Name:

Yancey County Board of Commissioners

By:  _____ Date: 1-13-25

Print Name: Jeff Whitson, Chairman

Yancey County 911 Operations Director

By: _____ Date: _____

Print Name: