

**Minutes of the April 14, 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 April 14, 2025, were Chairman Jeff Whitson, Vice Chairman Mark Ledford, Commissioner Stacey McEntyre Greene, Commissioner David Grindstaff, Commissioner Sandi Norton, County Manager Lynn Austin, County Attorney Donny Laws, Finance Officer Brandi Burleson, and Clerk to the Board Morgan West. Members of the media and the general public attended 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**

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

**Approval of the Agenda**

Chairman Whitson asked for a motion to amend the agenda to include a closed session, and to move up the department update by Brandon Price.

Commissioner Norton made the motion to approve the amended agenda, with Commissioner Grindstaff seconding the motion. By unanimous vote, the amended 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 March 10, 2025, Regular Meeting Minutes
- b. Approval of Road Naming Request – Belgian Horse Dr. (Attachment B)
- c. Approval of Road Naming Request – Black Dog Trail (Attachment C)
- d. Approval of Road Naming Request – Garnet Dr. (Attachment D)
- e. Approval of Loan Agreement – NC Department of State Treasurer (Attachment E)
- f. Approval of RESOLUTION Authorizing the Execution and Delivery of An Installment Contract to Finance the Acquisition and Equipping of Certain Motor Vehicles by Yancey County (Attachment F)
- g. Approval of RESOLUTION of the Yancey County Board of Commissioners Declaring the Intent of Yancey County to Reimburse itself for Expenditures Incurred in Connection with the Purchase of Motor Vehicles from the Proceeds of Obligations to be Executed and Delivered in FY 2025 (Attachment G)
- h. Approval of Tax Release/Adjustments 2025 (Attachment H)
- i. March 2025 Tax Collection Reports – Informational (Attachment I)

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

## **Department Update**

Brandon Price, Yancey County Emergency Management Director gave a presentation regarding updates within the department of various efforts since being hired.

## **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 J)

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

## **Susan Jobe – Register of Deeds**

Susan Jobe, Register of Deeds presented the RESOLUTION In Support of NC Senate Bill 248. This bill would give the local register of deeds the ability to issue certified birth certificates to adoptees locally without a trip to Raleigh at a lower and more reasonable cost. (Attachment K)

## **Nealy Andrews – Non-profit Update**

Nealy Andrews, Executive Director of Toe River Arts Council gave an extensive update regarding the local economic impact Helene has made on the arts community, and programs and services available to the community, including the upcoming studio tour.

## **Board Appointment**

Chairman Whitson asked for any nominations from the Board to appointment one member to the Yancey County DSS Board due the current member having to resign. No nominations were made, and on the motion duly made by Commissioner Ledford and seconded by Commissioner Norton the Board voted unanimously to table this agenda item.

## **CDBG Program Compliance Requirements**

Michelle Ball from the High-Country Council of Governments presented a recap of the CDBG-NR Program and overview of compliance documents required before funding is received. (Attachment L) Chairman Whitson asked for a motion to approve all documents as required by the Department of Commerce. Commissioner Ledford made a motion, with Commissioner Greene seconding. Unanimously the motion carried.

## **County Manager's Report**

County Manager Lynn Austin discussed the US Tire Recycling Contract for Yancey County but stated since the other quote from another vendor had not been provided yet, no action was warranted at this time.

County Manager Austin presented the Agreement Governing the Withdrawal of Yancey County from the Avery-Mitchell-Yancey Library, discussing in detail each exhibit including the adjoining lease of the office space on Burnsville School Rd. (Attachment M)

Chairman Whitson asked for a motion to approve the Agreement Governing the Withdrawal of Yancey County from the Avery-Mitchell-Yancey Library. Commissioner Grindstaff made a motion, with Commissioner Norton seconding. Unanimously the motion carried.

Project Manager/Clerk Morgan West presented two surplus properties' counter offers on Lot 7 Horseshoe Highlands #1, and Bill Allen Branch Rd. (Attachment N) Discussion ensued regarding amount of taxes released and attorney fees for both properties.

Chairman Whitson asked for a motion to approve the bid for Lot 7 Horseshoe Highlands #1 in the amount of \$1,500.00. On the motion duly made by Commissioner Grindstaff and seconded by Commissioner Ledford the Board voted unanimously to accept the bid and allow the clerk to begin the 10-day upset bid period.

Chairman Whitson asked for a motion to approve the bid for Bill Allen Branch Rd. in the amount of \$8,000.00. On the motion duly made by Commissioner Grindstaff and seconded by Commissioner Norton the Board voted unanimously to accept the bid and allow the clerk to begin the 10-day upset bid period.

**County Commissioners Report**

None.

**County Attorney's Report**

County Attorney Laws presented an amended RESOLUTION Modernization of Land Records (Attachment O) before the Board, highlighting the changes from the prior RESOLUTION.

Commissioner Greene made a motion to approve the amended RESOLUTION, with Commissioner Grindstaff seconding. Unanimously the motion carried.

**Public Comments**

Many individuals spoke about the Yancey County Public Library, Bryant Lindsay spoke regarding America 250NC, Danny McIntosh spoke about James and Amanda Keith, owners of the NuWray Inn Hotel.

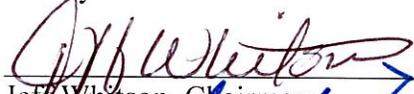
**Closed Session**

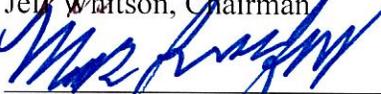
Chairman Whitson asked for a motion to go into closed session pursuant to NC Gen. Stat 143-318.11(a)(4) for purposes of economic development in Yancey County. Commissioner Greene made the motion to go into closed session. Commissioner Norton seconded the motion. By unanimous vote the Board entered closed session. Commissioner Greene made a motion to leave closed session and reenter open session. Commissioner Grindstaff seconded the motion. By unanimous vote the Board reentered open session. The Board did not take any action during closed session.

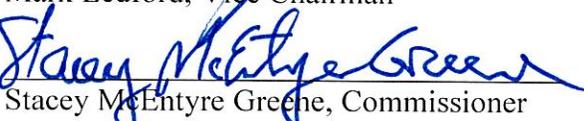
**Adjournment**

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

Approved and authenticated this the 5th day of May 2025.

  
\_\_\_\_\_  
Jeff Whitson, Chairman

  
\_\_\_\_\_  
Mark Ledford, Vice Chairman

  
\_\_\_\_\_  
Stacey McEntyre Greene, Commissioner

  
\_\_\_\_\_  
Morgan West, Clerk to the Board

\_\_\_\_\_  
David Grindstaff, Commissioner

  
\_\_\_\_\_  
Sandi Norton, Commissioner





**AGENDA**  
**YANCEY COUNTY BOARD OF COMMISSIONERS**  
**REGULAR BUSINESS MEETING**  
**APRIL 14, 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 March 10, 2025, Regular Meeting Minutes**
  - b. Approval of Road Naming Request – Belgian Horse Dr.**
  - c. Approval of Road Naming Request – Black Dog Trail**
  - d. Approval of Road Naming Request – Garnet Dr.**
  - e. Approval of Loan Agreement – NC Department of State Treasurer**
  - f. Approval of RESOLUTION Authorizing the Execution and Delivery of An Installment Contract to Finance the Acquisition and Equipping of Certain Motor Vehicles by Yancey County**
  - g. Approval of RESOLUTION of the Yancey County Board of Commissioners Declaring the Intent of Yancey County to Reimburse itself for Expenditures Incurred in Connection with the Purchase of Motor Vehicles from the Proceeds of Obligations to be Executed and Delivered in FY 2025**
  - h. Approval of Tax Release/Adjustments 2025**
  - i. March 2025 Tax Collection Reports – Informational**
- V. Danny McIntosh – Interim Tax Administrator**
  - a. Tax Refund/Releases/Late Applications**
- VI. Susan Jobe - Register of Deeds**
  - a. RESOLUTION IN SUPPORT OF NC SENATE BILL 248**
- VII. Nealy Andrews, Toe River Arts Council Executive Director**
- VIII. Department Update–Brandon Price, Emergency Management Director**
- IX. Board Appointment – Yancey County Department of Social Services**
- X. CDBG Program Compliance Requirements:**
  - a. 504 ADA Grievance Procedure**
  - b. (Section 3) Local Economic Benefit for Low – and Very Low-Income Persons Plan**

- c. **Code of Conduct RESOLUTION**
- d. **Residential Anti-displacement and Relocation Assistance Plan**
- e. **Optional Coverage Relocation Plan/RESOLUTION**
- f. **Equal Employment and Procurement Plan**
- g. **Complaint Procedure**
- h. **Language Access Plan (LAP)**
- i. **Fair Housing Plan**
- j. **Fair Housing Complaint Procedure**
- k. **Agreement Between the High-Country Council of Governments and Yancey County for the Provision of Grant Administration Assistance CDBG – Neighborhood Revitalization Program**
- l. **Use of Experienced CDBG Administrator Letter**
- m. **Build America, Buy America (BABA) Act Letter**
- n. **Work Write-Up Condition Letter**
- XI. **County Manager’s Report – Lynn Austin**
  - a. **US Tire Recycling Contract**
  - b. **Agreement Governing the Withdrawal of Yancey County from the Avery-Mitchell-Yancey Library**
  - c. **Surplus Property Bid RESOLUTION– Lot 7 Horseshoe Highlands #1**
  - d. **Surplus Property Bid RESOLUTION – Bill Allen Branch Rd.**
- XII. **County Commissioners’ Report**
- XIII. **County Attorney’s Report – Donny Laws**
  - a. **Amended RESOLUTION Modernization of Land Records**
- XIV. **Public Comments**
- XV. **Adjourn**



To the Yancey County Commissioners:

Under the Yancey County Addressing and Road Naming Ordinance Section 2.20 through 2.26. The said owners of property in the West Yancey Community have met or exceeded the Yancey County 911 Road Naming requirements for their driveway to be named under Section 2.26 Road Naming Procedures for Private Roads.

## ROAD NAMING

SECTION TWO - Road Naming. This section and the subsections herein under provide for the naming of roads within Yancey County.

### 2.20 AUTHORITY

This section is adopted under the authority and provisions of G.S. §§ 153A-45, 153A-47, 153A-121, 153A-238, and 153A-239.1, and any applicable local modifications thereto.

### 2.23 DUTIES OF THE ADDRESSING COORDINATOR

**ADDRESSING COORDINATOR.** The official of the county charged with the administration of this section, including any authorized agent(s) or delegate(s).

Under the authority set forth in § 2.20, Addressing Coordinator, shall develop and maintain a list of all road names in the county as well as Official County Map Booklet exhibiting the approved names and location of all roads in the county. It shall also serve as a clearinghouse for all information regarding the names and location of roadways in the county.

### 2.25 ROAD NAMING PROCEDURES FOR PRIVATE ROADS AND PUBLIC ROADS

(A) In the event that there are private or public roads which have no name on file with Addressing Coordinator, that department shall first determine if at least 80% of lands owners adjacent to the road are in agreement as to a particular name. In the event of such agreement and upon the recommendation of the Addressing Coordinator, the County Board of Commissioners shall have the option of declaring the newly selected name to be the official road name and it shall be placed on file in accordance with § 2.23 above.

(B) In the event that there are private or public roads which have no name on file with Addressing Coordinator, and in the event that an agreement has not been reached by at least 80% of adjacent land owners as to a particular name, that department shall make a name recommendation to the County Board of Commissioners which shall thereupon hold a public hearing, upon at least ten days prior notice published once in a newspaper of general circulation in the county setting forth the time, place, and subject matter of the public hearing. In addition, the Board of Commissioners shall cause the notice to be posted at the County Courthouse and in at least two public places in the township in which the road is located.

(C) **CAMPERS/RV's/MOTORHOMES.** Are Not eligible for the road naming process. It will be up to the discretion of the Addressing Coordinator for the final decision of this process.

### 2.26 NOTICE OF ACTION FOR ALL ROADS

(A) A road name shall be assigned to any public or private road, or roadway which provides access to three or more residences, businesses, industries, or combination thereof, regardless of the length of the road, as to the terms of Section One 1.05 Definitions Building.

The Addressing Coordinator is authorized to determine the need for road names and name changes and to recommend such additions or changes to the County Commissioners for both private and public roads within any area of the county subject to this ordinance.

It is my recommendation for the section of private drive that comes off of Possum Trot Rd and contains all person's property in the signed petition be named: Belgian Horse Dr

Mark Thomas  
Yancey County  
Address Coordinator

To the General Public,

9/19/2024

Under the Yancey County Addressing and Road Naming Ordinance Section 2.20 through 2.26. The said land owners of the West Yancey Community have met or exceeded the Yancey County 911 Road Naming requirements for their driveway under Section 2.26 Road Naming Procedures for Private Roads. The land owners' driveway that comes off of Possum Trot Rd would like to name their roadway: Belgian Horse Dr

Mark Thomas  
Yancey County  
Address Coordinator  
GIS Technician  
110 Town Sq Rm 7  
Burnsville, NC 28714  
828-682-1813  
Mark.Thomas@yanceycountync.gov





# STREET NAME APPLICATION FORM

Yancey County Addressing and Mapping Department

email: [addressing@yanceycountync.gov](mailto:addressing@yanceycountync.gov)

110 Town Sq Room 7

Burnsville, NC 28714

Phone: 828-682-1813

Proposed Name of Road: Belgian Horse Drive  
Beginning at (cross street): \_\_\_\_\_

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

**\*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: Geneva + Dennis Edwards

Address: 3474 Possum Trot Rd

Telephone: 828-284-1552

I am in favor of the proposed street name change.

<u>Printed Name</u>	<u>Address</u>	<u>Day Phone</u>	<u>Signature &amp; Date</u>
<u>Dennis James Edwards</u>	<u>3448 Possum Trot</u>	<u>828-208-1826</u>	<u>[Signature]</u>
<u>AARON BAUMGARDNER</u>	<u>3446 POSSUM TROT</u>	<u>828-777-7215</u>	<u>[Signature]</u>
<u>Dennis + Geneva Edwards</u>	<u>3474 Possum Trot</u>	<u>284-1552</u>	<u>Dennis + Geneva Edwards</u>
<u>Sheila + Christopher</u>	<u>3476 Possum Trot</u>	<u>828 585 0342</u>	<u>Sheila Mashburn</u>
<u>Sheila Mashburn</u>			

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

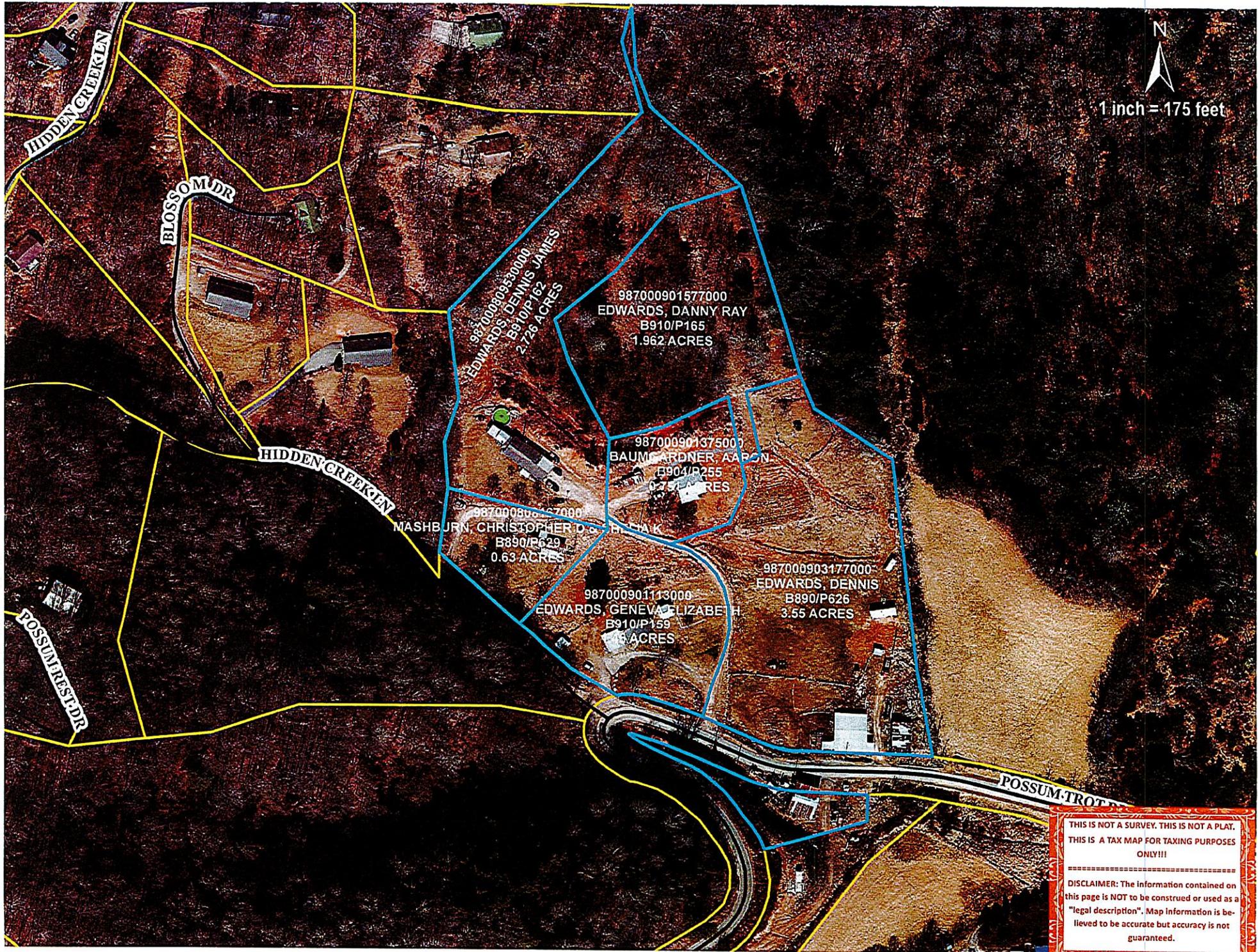
\*Note: If street name(s) are being requested for a new subdivision the applicant must submit a full sized printed and digital legible plan for the subdivision. If the subdivision is a multiphase subdivision a copy of the master plan will be required as well. Addresses will not be given until the subdivision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



1 inch = 175 feet



THIS IS NOT A SURVEY. THIS IS NOT A PLAT.  
THIS IS A TAX MAP FOR TAXING PURPOSES ONLY!!!

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DISCLAIMER: The information contained on this page is NOT to be construed or used as a "legal description". Map information is believed to be accurate but accuracy is not guaranteed.



To the Yancey County Commissioners:

Under the Yancey County Addressing and Road Naming Ordinance Section 2.20 through 2.26. The said owners of their property in the South Toe Township have met or exceeded the Yancey County 911 Road Naming requirements for their roadway to be renamed under Section 2.26 NOTICE OF ACTION FOR ALL ROADS.

## ROAD NAMING

SECTION TWO - Road Naming. This section and the subsections herein under provide for the naming of roads within Yancey County.

### 2.20 AUTHORITY

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Under the authority set forth in § 2.20, Addressing Coordinator, shall develop and maintain a list of all road names in the county as well as Official County Map Booklet exhibiting the approved names and location of all roads in the county. It shall also serve as a clearinghouse for all information regarding the names and location of roadways in the county.

### 2.25 ROAD NAMING PROCEDURES FOR PRIVATE ROADS AND PUBLIC ROADS

(A) In the event that there are private or public roads which have no name on file with Addressing Coordinator, that department shall first determine if at least 80% of lands owners adjacent to the road are in agreement as to a particular name. In the event of such agreement and upon the recommendation of the Addressing Coordinator, the County Board of Commissioners shall have the option of declaring the newly selected name to be the official road name and it shall be placed on file in accordance with § 2.23 above.

(B) In the event that there are private or public roads which have no name on file with Addressing Coordinator, and in the event that an agreement has not been reached by at least 80% of adjacent land owners as to a particular name, that department shall make a name recommendation to the County Board of Commissioners which shall thereupon hold a public hearing, upon at least ten days prior notice published once in a newspaper of general circulation in the county setting forth the time, place, and subject matter of the public hearing. In addition, the Board of Commissioners shall cause the notice to be posted at the County Courthouse and in at least two public places in the township in which the road is located.

(C) CAMPERS/RV's/MOTORHOMES. Are Not eligible for the road naming process. It will be up to the discretion of the Addressing Coordinator for the final decision of this process.

### 2.26 NOTICE OF ACTION FOR ALL ROADS

(A) A road name shall be assigned to any public or private road, or roadway which provides access to three or more residences, businesses, industries, or combination thereof, regardless of the length of the road, as to the terms of Section One 1.05 Definitions Building.

(B) The Addressing Coordinator is authorized to determine the need for road names and name changes and to recommend such additions or changes to the County Commissioners for both private and public roads within any area of the county subject to this ordinance.

(C) Once named, the Yancey County Board of Commissioners may by resolution consider an exception, and citizens may request the Board of Commissioners to change the name of a road as described in this section. Property owners who want to have the name of a road changed must submit a petition in the form to be provided by the Addressing Coordinator, and returned to the Addressing Coordinator for verification. The Addressing Coordinator will make recommendations to the County Board of Commissioners in response to the petition after the following criteria have been met:

(1) A \$500.00 fee for each road, to cover legal advertising, shall accompany any petition requesting that an existing road name be changed.

(2) The petitions should include the existing road name, the proposed new road name, signatures and contact information of at least 80% of those persons owning property adjacent to the road. Signatures will consist of one signature per property owner, if the property or property's are in two or more persons names only one signature will be counted in regards to the 80% agreement to change the name of a road.

(3) The Addressing Coordinator shall cause the request to be advertised as required by law.

(4) In the event the Addressing Coordinator and the Board of County Commissioners approve the request, The petitioners shall be required, prior to installation, to pay the county fee for the cost of purchasing new signs and erect them.

(D) After naming or renaming a road the Addressing Office shall cause notice of it's action to be given to the Postmaster(s) with jurisdiction over the road, to the State Department of Transportation (in the case of public roads), to any city within five miles of the road, and to the following agencies: Addressing and Mapping Department, Fire Department(s) responsible for providing service to the road.

It is my recommendation for the section of private drive that comes off Halls Chapel Rd and contains 80% of all person's property in the signed petition to change their driveway name from Chaps Dr to: Black Dog Trail

Mark Thomas  
Yancey County  
Address Coordinator

To the General Public,

3/1/2025

Under the Yancey County Addressing and Road Naming Ordinance Section 2.20 through 2.27. The said land owners in the South Toe Township have met or exceeded the Yancey County 911 Road Naming requirements for their driveway under Section 2.26 NOTICE OF ACTION FOR ALL ROADS. The land owners' driveway that comes off of Halls Chapel Rd would like to change their driveway name from Chaps Dr to: Black Dog Trail

Mark Thomas  
Yancey County  
Address Coordinator  
GIS Technician  
110 Town Sq Rm 7  
Burnsville, NC 28714  
828-682-1813  
Mark.Thomas@yanceycountync.gov





# 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:

Black Dog Trl

Beginning at (cross street):

Halls Chapel Road

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

\*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:

Hal & Holly Levinson

Address:

130 Chaps Dr.

Burnsville, NC 28714

Telephone:

704-519-8499

I am in favor of the proposed street name change.

Printed Name	Address	Day
Norma Cheren	480 Chaps Dr. Burnsville, NC 28714	404-624-9341

Phone	Signature & Date	
* Norma Cheren	2-26-25	704-519-8499
Hal Levinson	130 Chaps Dr. Burnsville NC 28714	
Holly Levinson	130 Chaps Dr. Burnsville NC 28714	705-641-0571



# 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:

Black Dog Trl

Beginning at (cross street):

Halls Chapel Road

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

\*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

Hal and Holly Levinson

Name:

Address:

130 Chaps Dr.  
Burnsville NC

Mailing Address:  
1621 Twiford Place  
Charlotte, NC 28207

Telephone:

704-519-8499  
28714

I am in favor of the proposed street name change.

<input checked="" type="checkbox"/> Printed Name	<input checked="" type="checkbox"/> Address	<input type="checkbox"/> Day
<input checked="" type="checkbox"/> Phone	<input checked="" type="checkbox"/> Signature & Date	
BETH NEWMAN	828-231-2588	3-1-2025
285 MONTFORD AVE ASHEVILLE NC 28801	<i>Beth Newman</i>	
BROWNIE NEWMAN	828-243-0107	3-1-2025
285 MONTFORD AVE, ASHEVILLE NC 28801	<i>Branie Newm</i>	



# 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:

Black Dog Trl

Beginning at (cross street):

Halls Chapel Road

Is this street in a subdivision?

no

If yes, subdivision name:

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Applicant's

Hal & Holly Levinson

Name:

Hal Levinson Holly Levinson

Address:

130 Chaps Dr.

Burnsville, NC 28714

Telephone:

704-519-8499

I am in favor of the proposed street name change.

BURNSVILLE NC 28714

✓ Printed Name WILLIAM C BURNHAM Address 289 CHAPS DR Day

✓ Phone 804-366-5797 ✓ Signature & Date WILLIAM C BURNHAM Will C Burnham FEB 26, 2025



ROPER RD

GRINDSTAFF RD

075700786161000  
LEVINSON, HAL A & HOLLY H  
18.8Acres  
575/424

075700884112000  
ARCHER, GEORGE IV &  
CANDACE  
5.79Acres  
921/289

075700770846000  
NEWMAN, LEON B JR & B W  
5.39Acres  
345/403

CHAPLSDR

075700677542000  
LEVINSON, HAL A & HOLLY H  
8.16Acres  
575/424

075700775464000  
BURNHAM, CHARLES MRS  
11.6Acres  
130/271

075700678149000  
CHEREN, NORMA  
4Acres  
913/46

075700771104000  
LEVINSON, HAL A & HOLLY H  
1.51Acres  
838/212

SULLY LN

HALLS CHAPEL RD

MCEWEN

THIS IS NOT A WARRANTY. THIS IS NOT A PLAN.  
PROPERTY IS THE UNDIVIDED INTEREST OF THE  
OWNER(S).  
DISCLAIMER: This is a preliminary map and does not  
show any other property or interest in the  
"subject area". It is not intended to be used as a  
title document. It is not intended to be used as a  
title document.



To the Yancey County Commissioners:

Under the Yancey County Addressing and Road Naming Ordinance Section 2.20 through 2.26. The said owners of property in the Newdale Township have met or exceeded the Yancey County 911 Road Naming requirements for their driveway to be named under Section 2.26 Road Naming Procedures for Private Roads.

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Under the authority set forth in § 2.20, Addressing Coordinator, shall develop and maintain a list of all road names in the county as well as Official County Map Booklet exhibiting the approved names and location of all roads in the county. It shall also serve as a clearinghouse for all information regarding the names and location of roadways in the county.

### 2.25 ROAD NAMING PROCEDURES FOR PRIVATE ROADS AND PUBLIC ROADS

(A) In the event that there are private or public roads which have no name on file with Addressing Coordinator, that department shall first determine if at least 80% of lands owners adjacent to the road are in agreement as to a particular name. In the event of such agreement and upon the recommendation of the Addressing Coordinator, the County Board of Commissioners shall have the option of declaring the newly selected name to be the official road name and it shall be placed on file in accordance with § 2.23 above.

(B) In the event that there are private or public roads which have no name on file with Addressing Coordinator, and in the event that an agreement has not been reached by at least 80% of adjacent land owners as to a particular name, that department shall make a name recommendation to the County Board of Commissioners which shall thereupon hold a public hearing, upon at least ten days prior notice published once in a newspaper of general circulation in the county setting forth the time, place, and subject matter of the public hearing. In addition, the Board of Commissioners shall cause the notice to be posted at the County Courthouse and in at least two public places in the township in which the road is located.

(C) **CAMPERS/RV's/MOTORHOMES.** Are Not eligible for the road naming process. It will be up to the discretion of the Addressing Coordinator for the final decision of this process.

### 2.26 NOTICE OF ACTION FOR ALL ROADS

(A) A road name shall be assigned to any public or private road, or roadway which provides access to three or more residences, businesses, industries, or combination thereof, regardless of the length of the road, as to the terms of Section One 1.05 Definitions Building.

The Addressing Coordinator is authorized to determine the need for road names and name changes and to recommend such additions or changes to the County Commissioners for both private and public roads within any area of the county subject to this ordinance.

It is my recommendation for the section of private drive that comes off of Goodtime Ln and contains all person's property in the signed petition be named: Garnet Dr

Mark Thomas  
Yancey County  
Address Coordinator

To the General Public,

4/1/2025

Under the Yancey County Addressing and Road Naming Ordinance Section 2.20 through 2.26. The said land owners in the Newdale Township have met or exceeded the Yancey County 911 Road Naming requirements for their driveway under Section 2.26 Road Naming Procedures for Private Roads. The land owners' driveway that comes off of Goodtime Ln, would like to name their roadway: Garnet Dr

Mark Thomas  
Yancey County  
Address Coordinator  
GIS Technician  
110 Town Sq Rm 7  
Burnsville, NC 28714  
828-682-1813  
Mark.Thomas@yanceycountync.gov





# 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: GARNET DR  
Beginning at (cross street): GOODTIME LN

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

**\*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 Addressing Coordinator

Address: 322 W. Main St Burnsville, NC 28714

Telephone: (828) 682-1813

I am in favor of the proposed street name change.

Printed Name	Address	Day Phone	Signature & Date
Shawn Traax	5408 South Dr.	651-230-3830	Shawn Traax 3/27/25
henya woody	135 Black Jack Rd	284-6883	henya woody
Larry COOK	1374 White Oak Rd	284-0045	Larry Cook

**\*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



1 inch = 100 feet

074904707859000  
WOODY, JEREMY D & KAYLA TY  
1.45Acres  
928/291

074904709757000  
COOK, LARRY DEAN  
2.08Acres  
839/135

074904709743000  
TRUAX, SHAUN G & COLLEEN M ALMQUIST  
1.004Acres  
913/322

074904709743000  
TRUAX, SHAUN G & COLLEEN M ALMQUIST  
1.004Acres  
913/322

STATE HWY 801S

COOPERVILLE

THIS IS NOT A SURVEY. THIS IS NOT A PLOT.  
THIS IS A PLS MAP FOR TECHNICAL PURPOSES  
ONLY!!  
DISCLAIMER: The information contained on  
this page is NOT to be relied upon or used as a  
"legal description". Map information is to  
be used to be accurate but accuracy is not  
guaranteed.

This contract has been pre-audited as required  
by the Local Government Budget and Fiscal Control Act

  
Finance Officer

**STATE CASHFLOW LOANS FOR DISASTER RESPONSE ACTIVITIES TO LOCAL  
GOVERNMENTS**

**LOAN AGREEMENT  
BETWEEN**

THE STATE OF NORTH CAROLINA (BY AND THROUGH THE DEPARTMENT OF STATE  
TREASURER)

AND

THE COUNTY OF YANCEY, NORTH CAROLINA

<b>Loan Round:</b>	<b>Round 1</b>
<b>Loan Number:</b>	<b>Helene5199R1000000000</b>
<b>Loan Date:</b>	_____
<b>Loan Round Amount:</b>	<b>\$3,680,783.49</b>

**REPAYMENT TERMS:**

- \$1 by the first anniversary of the Loan Date
- 10% of the Loan Round Amount on June 30, 2027
- 20% of the Loan Round Amount on June 30, 2028
- 30% of the Loan Round Amount June 30, 2029
- 40% (less \$1) of the Loan Round Amount on the earlier of the fifth anniversary of the Loan Date or June 30, 2030.

**Recipient Tax ID/EIN:** 56-6000453

**PURPOSE:**

For good and valuable consideration, the adequacy of which is hereby acknowledged, this loan agreement (“Agreement”) is hereby entered into by and between the State of North Carolina, by and through the North Carolina Department of State Treasurer (“NCDST”), and the **County of Yancey, North Carolina** (“RECIPIENT”) (referred to individually as Party and collectively as “Parties”) to provide NCDST cashflow loans for disaster response activities to local governments, in accordance with Section 4E.5. of North Carolina Session Law 2024-53, as modified by Section 1F.1 of North Carolina Session Law 2024-57 (together, as amended, the “Authorizing Act”).

**1. EFFECTIVE TERM:**

This Agreement shall be effective as of the latest date of signature below (“Effective Date”) and, subject to Section 15, shall terminate upon full repayment of the loan proceeds to NCDST, unless earlier terminated pursuant to Section 9.

**2. NCDST’S DUTIES & PAYMENT PROVISIONS:**

NCDST shall loan RECIPIENT a total of **\$3,680,783.49** to pay for RECIPIENT’S disaster response activities as set forth in FEMA Public Assistance Worksheets. This principal-only loan does not carry interest charges or administrative fees. Upon signature of this Agreement by the Parties, the funds will promptly be transferred to

RECIPIENT via wire/ACH transfer to the RECIPIENT'S account, pursuant to the written bank wiring instructions that RECIPIENT must submit to the NCDST as provided in Section 3.a. below.

### 3. RECIPIENT'S DUTIES AND REPRESENTATIONS:

- a. As soon as reasonably practicable following its receipt of this Agreement, RECIPIENT shall provide each of the following to NCDST: (a) a certified copy of a resolution authoring execution of the Agreement and Promissory Note in the form set forth in Attachment A; (b) an executed copy of this Agreement; (c) an executed Promissory Note in the form set forth in Attachment B; and (d) the completed NCDST Hurricane Helene Cashflow Loan Program Wire Form enclosed as Attachment C, signed and certified by the appropriate official of RECIPIENT.
- b. Before and during the term of this Agreement, RECIPIENT will use or has used loan proceeds to cover expenditures for disaster response activities, which may be expenditures that are eligible for reimbursement by the Federal Emergency Management Agency (FEMA) Public Assistance Program, National Flood Insurance Program, or other federal reimbursement program.
- c. Both NCDST and RECIPIENT agree that this Agreement shall be interpreted as to not diminish or impair RECIPIENT's eligibility to secure FEMA or related recovery funding support.
- d. RECIPIENT shall make every reasonable effort to seek reimbursement from the federal government for expenditures that will be temporarily covered by loan proceeds under this Agreement.
- e. Notwithstanding the Repayment Terms as stated on Page 1 of this Agreement, if RECIPIENT receives funding support from the federal government for expenditures covered under the FEMA Public Assistance Worksheets used as the basis for this Agreement, RECIPIENT shall repay NCDST the equivalent amount of loan proceeds within five (5) business days of receipt of the federal funding support.
- f. RECIPIENT agrees that loan proceeds received through this Agreement shall be accounted for in a separate fund and accounting structure within RECIPIENT's central accounting system. RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements, and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with loan funding allocations described in Section 2 of this Agreement. RECIPIENT understands and acknowledges the total direct loan funding level available under this Agreement is **\$3,680,783.49**.
- g. As provided in the Authorizing Act:
  - (i) RECIPIENT agrees to deliver repayment installments of the loan proceeds in the amounts and by the dates set forth in the Repayment Terms recited on Page 1 above, which are hereby incorporated by reference. Further, RECIPIENT understands and agrees that all loan proceeds provided to RECIPIENT under this Agreement must be repaid no later than the earlier of the following two dates: (a) the five-year anniversary of the Loan Date; or (b) June 30, 3030.
  - (ii) RECIPIENT shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the loan proceeds are being provided, including funds from insurance policies in effect, available federal aid, and private donations. RECIPIENT understands and agrees that the loan proceeds paid to RECIPIENT pursuant to this Agreement are in excess of any funds received by RECIPIENT from any of the following: (a) settlement of a claim for loss or damage covered under RECIPIENT's applicable insurance policy in effect; (b) federal aid; or (c) private donations.
  - (iii) If RECIPIENT obtains alternative funds pursuant to subdivision (ii) of this subsection g., RECIPIENT shall promptly remit such funds to NCDST. Notwithstanding the preceding sentence,

RECIPIENT shall not be required to repay to NCDST any amount in excess over the amount of loan proceeds provided under this Agreement.

**4. AGREEMENT ADMINISTRATORS:**

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

<b>For NCDST</b>	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Jeffrey A. Poley Director of Disaster Services and Rural Economic Development Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 500-0855 Email: helenecashflowloans@nctreasurer.com	Jeffrey A. Poley Director of Disaster Services and Rural Economic Development Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 500-0855 Email: helenecashflowloans@nctreasurer.com

<b>For RECIPIENT</b>	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
<b>Name</b> BRANDI BURLESON  <b>Title</b> FINANCE OFFICER  <b>Address</b> 110 TOWN SQUARE, ROOM 11 BURNSVILLE, NC 28714  <b>Email</b> brandi.burleson@yanceycountync.gov  <b>Phone</b> 828-682-3971	<b>Name</b> BRANDI BURLESON  <b>Title</b> FINANCE OFFICER  <b>Address</b> 110 TOQN SQUARE, ROOM 11 BURNSVILLE, NC 28714  <b>Email</b> brandi.burleson@yanceycountync.gov  <b>Phone</b> 828-682-3971

**5. MONITORING AND AUDITING:**

RECIPIENT acknowledges and agrees that, commencing on the Effective Date of this Agreement and for a period of three (3) years following this Agreement's termination, RECIPIENT's books, records, documents and facilities with respect to the loan funds shall be open to NCDST for auditing, inspection and monitoring at all times during such period. Further, upon a request for access by NCDST (whether in writing or otherwise), RECIPIENT shall make all such books, records, documents, and facilities open to NCDST for inspection. To that end, RECIPIENT agrees to provide NCDST staff, any authorized agent or other designee of NCDST, and

staff of the Office of State Auditor, as applicable, with access to financial and accounting records to support internal audit, financial reporting and related requirements.

RECIPIENT acknowledges and agrees that, with regard to the Loan funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S. § 159-34 (Annual independent audit; rules and regulations) within the Local Government Budget and Fiscal Control Act. Such audit and reporting requirements may vary depending upon the amount and source of Loan funding received by RECIPIENT and are subject to change.

RECIPIENT acknowledges and agrees that, with regard to the loan funds, it will be subject to the reporting requirements of both NCDST and the North Carolina Office of Budget and Management, as mandated by those agencies from time to time, as applicable.

#### **6. SITUS AND EXCLUSIVE VENUE:**

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

#### **7. COMPLIANCE WITH LAW:**

RECIPIENT shall be wholly responsible for the loan terms and RECIPIENT's responsibilities described in this Agreement. RECIPIENT shall be responsible for supervision of any of its employees and contractors funded under this Agreement, and compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of their loan performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction. RECIPIENT is reminded that all funds are subject to the requirements of the Local Government Budget and Fiscal Control Act, including but not limited to all budgeting and pre-audit requirements.

#### **8. CLAW-BACK; OFFSET:**

- a. NCDST may also demand repayment of previously expended funds, and RECIPIENT must comply with such a demand, in the event NCDST determines that RECIPIENT has not spent loan funds on eligible uses set forth in the FEMA project worksheets used to determine the Loan Round Amount, or if NCDST determines that RECIPIENT has not materially complied with any other requirements set forth in this Agreement concerning the loan funds (generally, "Non-Compliance"). Before making a formal demand for repayment as provided in this subsection, NCDST will provide RECIPIENT thirty (30) days' written notice to cure such Non-Compliance, and the Parties will make every reasonable effort to resolve the problem informally.
- b. In the event the Parties are unable to resolve RECIPIENT's Non-Compliance as provided in subsection a. above, RECIPIENT understands and agrees that, pursuant to N.C. Gen. Stat. § 147-71, the State Treasurer is authorized to demand, sue for, collect and receive all money and property of the State not held by some person under authority of law. In addition, RECIPIENT understands and agrees that NCDST shall have the right to recoup any funds for which repayment has been demanded through the Setoff Debt Collection Act (Chapter 105A of the North Carolina General Statutes) and any other provision of State law providing for setoff debt collection, as applicable.

#### **9. TERMINATION OF AGREEMENT:**

Subject to Section 15, this Agreement may be terminated:

- a. By mutual written consent of the Parties;
- b. By NCDST for cause, if: (i) RECIPIENT violates the terms of this Agreement and RECIPIENT fails to correct the violation(s) within thirty (30) days of written notice of violation from NCDST; (ii) NCDST determines RECIPIENT has made a misrepresentation in connection with this loan; or (iii) RECIPIENT

abandons or otherwise ceases to make reasonable progress towards completion of the disaster response activities funded by this Agreement; or

- c. In the event that RECIPIENT repays the loan amount in full prior to the fifth anniversary of the Loan Date.

In the event of termination, NCDST may require the return of unspent funds. NCDST may, in its sole discretion, allow RECIPIENT to retain or be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be canceled, provided that said costs meet the provisions of this Agreement.

#### **10. AMENDMENTS:**

Subject to all applicable laws, this Agreement may be amended in writing, executed by both NCDST and RECIPIENT. If RECIPIENT requests revisions of Agreement terms, it shall provide to NCDST for review and approval a detailed written request that includes documented financial management reason(s) for amending the terms of this Agreement.

#### **11. E-VERIFY:**

If this Agreement is subject to N.C. Gen. Stat. § 143-133.3, RECIPIENT shall impose the obligations of Article 2 of Chapter 64 of the General Statutes on any contractor and its subcontractors funded by this Agreement.

#### **12. LIMITATION OF LIABILITY; CONTRACTUAL RIGHTS:**

RECIPIENT will hold NCDST harmless from any loss(es) or damage(s) arising in connection with the performance of this Agreement to the extent permitted by law, including the North Carolina Tort Claims Act (Article 31 of Chapter 143 of the North Carolina General Statutes). This Agreement is intended for the sole and exclusive benefit of the Parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

#### **13. SEVERABILITY:**

- a. Generally. Nothing in this Agreement is intended to conflict with any law, or regulation, or rule of the United States, or the State of North Carolina, or NCDST. The Parties agree that if a term of this Agreement cannot be interpreted in a way to be consistent with such authority, then that term shall be deemed invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- b. Federal Reimbursement. The Parties expressly agree that they intend for this Agreement to constitute and be construed as a loan agreement, toward the end that all loan proceeds provided to RECIPIENT hereunder would remain eligible for reimbursement under the FEMA Public Assistance Program, National Flood Insurance Program, or other federal reimbursement program (generally, for purposes of this subsection, the "Federal Funding Programs"). The Parties further agree that: (i) no provision of this Agreement shall be construed as creating or contemplating a current or future condition or circumstance that would in any way alleviate RECIPIENT of the repayment obligations set forth in this Agreement, or in the related Promissory Note; and (ii) to the extent that any word, phrase, clause, sentence, or term of this Agreement is deemed incongruous with any relevant provision(s) of federal law pertaining to RECIPIENT's eligibility for reimbursement under the Federal Funding Program(s), then such word, phrase, clause, sentence or term shall be modified, deleted, or interpreted in such a manner as to make the loan funds provided to RECIPIENT hereunder fully reimbursable under the Federal Funding Program(s), or else reimbursable to the maximum extent allowable under such program(s).

**14. ENTIRE AGREEMENT:**

This Agreement and any annexes, exhibits, and amendments appended hereto, and any documents incorporated specifically by reference, represent the entire Agreement between the Parties and supersede all prior oral and written statements or Agreements.

**15. SURVIVAL:**

The following sections shall survive termination of this Agreement: 3.c., 5, 6, 7, 8, 12 and 13.

**16. EXECUTION AND EFFECTIVE DATE:**

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile or in Adobe Portable Document Format (PDF) sent by electronic mail, with such delivery having the same effect as delivery of an original counterpart. Signatures provided by facsimile transmission, in PDF sent by electronic mail, or by electronic signature such as DocuSign, shall be deemed to be original signatures.

This Agreement shall become effective upon the Effective Date and NCDST's loan obligations shall commence upon NCDST's receipt of the items set forth in 3.a. above.

[signature page follows]

**19. AUTHORIZED SIGNATURE WARRANTY:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement.

**In Witness Whereof**, RECIPIENT and the State of North Carolina, acting by and through the NCDST have executed this Agreement in duplicate originals, with one original being retained by each party.

**COUNTY OF YANCEY, NORTH CAROLINA**

  
AUTHORIZING OFFICIAL

4/14/2025  
Date

Jeff Whitson  
Printed Name

Chairman  
Title

**STATE OF NORTH CAROLINA, by:**

**NORTH CAROLINA DEPARTMENT OF STATE TREASURER**

\_\_\_\_\_  
AUTHORIZING OFFICIAL

\_\_\_\_\_  
Date

Jeffrey A. Poley

Director of Disaster Services and Rural Economic Development

ATTACHMENT A

**RESOLUTION TO APPROVE NORTH CAROLINA CASHFLOW LOAN AGREEMENT AND  
PROMISSORY NOTE**

**WITNESSETH:**

**WHEREAS**, in connection with the State of North Carolina cashflow loan program (Loan Program) authorized by the Disaster Recovery Act of 2024, Session Law 2024-53 (as amended by Session Law 2024-57), the North Carolina Department of State Treasurer has been working with the North Carolina Department of Public Safety-Division of Emergency Management (NCEM), the North Carolina Association of County Commissioners (NCACC), and the North Carolina League of Municipalities (NCLM) to formulate a working plan for the disbursement of cashflow loans aimed at assisting local governments affected by Hurricane Helene; and

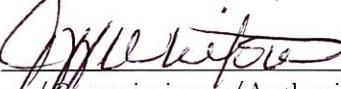
**WHEREAS**, local governments wishing to participate in the Loan Program are required to execute a Cashflow Loan Agreement and Promissory Note with the State of North Carolina, by and through the North Carolina Department of the State Treasurer; and

**NOW, THEREFORE BE IT RESOLVED BY THE COUNTY OF YANCEY, NORTH CAROLINA:**

1. That the Cashflow Loan Agreement and Promissory Note provided by the North Carolina Department of the State Treasurer are hereby approved.
2. That the Manager, Clerk, or Authorized Representative of a Tribal Government is authorized to execute the attached agreements (or those substantially equivalent thereto) and such other agreements and actions as necessary to receive disaster recovery loan funding from the State of North Carolina.

Adopted, this the 14<sup>th</sup> day of April

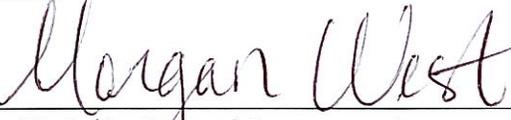
COUNTY OF YANCEY, NORTH CAROLINA

By:   
Mayor/Commissioner/Authorized Representative

Name: JEFF WHITSON

Title: CHAIRMAN, BOARD OF COMMISS

ATTEST:

  
Town Clerk/Authorized Representative

Name: MORGAN WEST

Title: CLERK TO THE BOARD

**ATTACHMENT B**

This Promissory Note has been pre-audited as required by the  
Local Government Budget and Fiscal Control Act

Brandi Burlison  
Finance Officer

**PROMISSORY NOTE**

Date: 4/14/2025

Loan Number: **Helene5199R1000000000**  
Loan Amount: **\$3,680,783.49**

The **County of Yancey, North Carolina** (“BORROWER”) DOES HEREBY unconditionally promise to pay to the STATE OF NORTH CAROLINA (by and through the North Carolina Department of State Treasurer) (“State”) the following Loan Amount: **\$3,680,783.49** The promissory note is made in accordance with the related Loan Agreement, dated as the date hereof (the “Agreement”), between the State and the BORROWER. As set forth in the Agreement, the BORROWER hereby promises to pay the Loan Amount in accordance to the following schedule:

- **\$1 the first anniversary of the Loan Date**
- **10% of the Loan Round Amount on June 30, 2027**
- **20% of the Loan Round Amount on June 30, 2028**
- **30% of the Loan Round Amount on June 30, 2029**
- **40% (less \$1) of the Loan Round Amount on the earlier of the fifth anniversary of the Loan Date recited in the Agreement or June 30, 2030.**

Payment instructions will follow from the State or its agent.

This Promissory Note and the Agreement were duly authorized by action of the BORROWER’s governing body at a meeting duly held on 4/14/2025.

COUNTY OF YANCEY, NORTH CAROLINA

Jeff Whitson  
Signature

Jeff Whitson, Chairman  
\_\_\_\_\_  
[Name and Title]

[SEAL]

Attest: Morgan West  
Signature

Morgan West, Clerk to the Board  
\_\_\_\_\_  
[Name and Title—should be clerk]

**RESOLUTION****RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING CONTRACT TO FINANCE THE ACQUISITION AND EQUIPPING OF CERTAIN MOTOR VEHICLES BY YANCEY COUNTY**

THAT WHEREAS, Yancey County, North Carolina (hereinafter "County") desires to finance the acquisition and equipping of certain motor vehicles to be used for county government purposes (hereinafter the "Project"); and

WHEREAS, the County desires to finance the Project by executing and delivering an installment financing contract as authorized under section 160A-20 of the North Carolina General Statutes; and

WHEREAS, First Citizens Bank & Trust Company (hereinafter the "Bank") submitted a proposal wherein the Bank will enter into an installment financing contract with the County in the amount of up to \$722,159 for a term of 36 months at a bank-qualified rate of 4.510 percent (hereinafter the "Agreement"), which said Agreement may be secured pursuant to a Security Agreement on the motor vehicles; and

WHEREAS, the Project is exempt from approval by the North Carolina Local Government Commission in that the equipment to be purchased are motor vehicles.

NOW, THEREFORE, be it RESOLVED by the Yancey County Board of Commissioners (hereinafter "Board") as follows:

- 1) The Board hereby accepts the proposal and authorizes and directs the Chairman, and County Manager, and the Finance Officer and the Clerk or any of them to execute and acknowledge the delivery of the Agreement and any other related documents, including, but not limited to Security Agreements, on behalf of the County with such changes and modifications as the person executing and delivering such instruments on behalf of the County shall find acceptable. The Clerk is hereby authorized to affix the official seal of the County to any such documents.
- 2) Each of the County Manager, the Finance Officer and other appropriate officers of the County is hereby authorized and hereby directed to execute and deliver any and all papers, instruments, agreements, tax certificates, opinions, certificates, affidavits and other documents, or to do and cause to be done any and all other acts and things necessary or proper for carrying out this Resolution, the Agreement and any other document related to the financing of the Project.
- 3) The County hereby designates the entirety of its obligation to make installment payments under the Agreement in the amount of \$722,159 as a "qualified tax-exempt obligation" under section 265(b)(3) of the Internal Revenue Code of 1986, as amended.
- 4) All other acts of the Board of County Commissioners and the Officers of the County which are in conformity with the purposes and intent of this Resolution and in furtherance of the financing of the Project are hereby ratified, approved and confirmed.
- 5) This Resolution shall take effect immediately, this the 14<sup>th</sup> day of April, 2025.

Ayes: 5

Nays: \_\_\_\_\_

Not Voting: \_\_\_\_\_



Jeff Whitson  
Jeff Whitson, Chairman

Attest:

Morgan West  
Morgan West, Clerk to the Board

**RESOLUTION OF THE YANCEY COUNTY  
BOARD OF COMMISSIONERS DECLARING  
THE INTENT OF YANCEY COUNTY TO  
REIMBURSE ITSELF FOR EXPENDITURES  
INCURRED IN CONNECTION WITH THE  
PURCHASE OF MOTOR VEHICLES FROM  
THE PROCEEDS OF OBLIGATIONS TO BE  
EXECUTED AND DELIVERED IN FISCAL YEAR  
YEAR 2025**

**THAT WHEREAS**, the Yancey County Board of Commissioners (hereinafter “Board”) has determined that it is in the best interest of Yancey County to make a capital purchase ten (10) motor vehicles and equipment for various departments (hereinafter “Project”); and

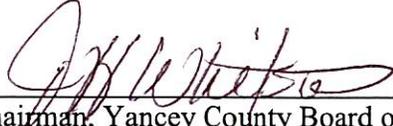
**WHEREAS**, Yancey County intends to finance all or a portion of the costs of the Project with proceeds of tax exempt obligations and reasonably expects to execute and deliver its obligations to finance, or to reimburse itself for, all or a portion of the Project costs; and

**WHEREAS**, the County desires to proceed with the Project and will incur and pay certain expenditures relative to the Project prior to the date and delivery of the obligation referenced hereinabove (hereinafter “original expenditures”), such original expenditures to be paid from a source other than the proceeds of the obligation, and the County intends, and reasonably expects, to be reimbursed for such original expenditures from the proceeds of the obligation to be executed and delivered at a date occurring after the dates of such original expenditures:

**NOW, THEREFORE**, be it **RESOLVED** by the Yancey County Board of Commissioners as follows:

- 1) That the County presently intends, and reasonably expects, to reimburse itself for the original expenditures incurred and paid by the County for a portion of the proceeds of the obligation. The County reasonably expects to execute and deliver the obligation to finance all or a portion of the costs of the Project and a maximum principal amount of obligations expected to be executed and delivered by County to pay for all or a portion of the costs of the Project is \$722,158.72.
- 2) That the County adopts this Resolution as a Declaration of its official intent as required by all pertinent treasury regulations.
- 3) That the Yancey County Finance Officer is hereby authorized and directed to act on behalf of the County in determining and itemizing all of the original expenditures incurred and paid by the County in connection with the Project during the period as permitted by law and regulation.
- 4) That this Resolution is effective upon adoption.

**RESOLVED** this the 14<sup>th</sup> day of April, 2025 and signed this the 14th day of April 14, 2025.



Chairman, Yancey County Board of Commissioners



Clerk to Yancey County Board of Commissioners



# Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202403370

04-08-2025

4:18 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
04/08/2025	Min. Tolerance for Late Fee	202403370	2024	CEJA ROQUE, CARMEN A	Release	\$-6.50	\$-0.88	\$-1.08	\$-8.46
Totals:						\$-6.50	\$-0.88	\$-1.08	\$-8.46

*BOCC 4-14-25*

# Release/Adjustment Detail Report

Yancey County Tax Office Tax  
Bill ID: 202405141

04-02-2025  
12:40 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
04/02/2025	4-2-2025 HOUSE BURNED IN 2018. 2024 REVAL TEAM PUT HOUSE BACK ON PARCEL IN ERROR. for Interest	202405141	2024	ELLIOTT, CALVIN R	Release	\$-1,130.23	\$0.00	\$-48.04	\$-1,178.27
				Totals:		\$-1,130.23	\$0.00	\$-48.04	\$-1,178.27

*BoCC 4-14-25*

# Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202409004

04-01-2025

4:03 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
04/01/2025	4-1-2025 DELETED 1989 FORD TK WHICH SHOULD HAVE BEEN DELETED FOR 2024 AND NOT BILLED/DW for Interest	202409004	2024	JONES, JOHNNIE	Adjustment	\$-6.86	\$-0.92	\$-1.13	\$-8.91
				Totals:		\$-6.86	\$-0.92	\$-1.13	\$-8.91

*BoCC 4-14-2025*

# Release/Adjustment Detail Report

## Yancey County Tax Office Tax

Bill ID: 202416298

03-31-2025

3:42 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
03/31/2025	3-31-2025 RELEASE BOAT AS IT IS LOCATED (SITUS) IN MCDOWELL COUNTY NOT YANCEY COUNTY/DW for Interest	202416298	2024	THOMAS, BILLY DEAN	Release	\$-49.46	\$-7.61	\$-2.00	\$-59.07
				Totals:		\$-49.46	\$-7.61	\$-2.00	\$-59.07

*BOCC 4-14-2025*

# Release/Adjustment Detail Report

## Yancey County Tax Office Tax

Bill ID: 202417566

03-31-2025  
12:48 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
03/31/2025	3-31-2025 RELEASE DUE TO 2024 BOER RULING/DW for General Levy	202417566	2024	WILHELM, CHARLES RAY & MARSHA	Release	\$-81.13	\$0.00	\$0.00	\$-81.13
Totals:						\$-81.13	\$0.00	\$0.00	\$-81.13

*BOCC 4-14-2025*

# Release/Adjustment Detail Report

## Yancey County Tax Office Tax

Bill ID: 202400528

03-31-2025  
11:57 AM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
03/31/2025	3-31-25 REMOVED MH DW AS PP 2021 NORRIS 28X60 AS IT IS BILLED ON PIN 987000666462000 & ACCT# 000086224/DW for Late Fee	202400528	2024	ARROWOOD, RONALD KEITH & VICKI	Release	\$-275.03	\$-21.16	\$-41.02	\$-337.21
Totals:						\$-275.03	\$-21.16	\$-41.02	\$-337.21

BoCC 4-14-25

# Release/Adjustment Detail Report

Yancey County Tax Office Tax  
Bill ID: 202414070

03-19-2025  
4:22 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
08/27/2024	District Discount for Receipt 3840573	202414070	2024	ROARK AARON YOUNG REV TRUST (1/2) & KRISTINE T WENZEL REV TRUST (1/2)	Release	\$-60.97	\$-4.69	\$0.00	\$-1,681.24
03/19/2025	3-18-2025 RELEASE VIA 2025 INFORMAL APPEAL & FIELD REVIEW/DW for Interest	202414070	2024	ROARK AARON YOUNG REV TRUST (1/2) & KRISTINE T WENZEL REV TRUST (1/2)	Release	\$-1,642.98	\$0.00	\$27.40	\$-1,681.24
Totals:						\$-1,703.95	\$-4.69	\$27.40	\$-1,681.24

*BoCC 4-14-2025*

# Release/Adjustment Detail Report

## Yancey County Tax Office Tax

Bill ID: 202417619

03-18-2025

1:23 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
03/18/2025	3/18/25 PROP SLD 2/14/24 AND NEW OWNRS DO NOT HAVE LSTD AS SEASNL RNTL/AW for Interest	202417619	2024	WILLIAMS, HERBERT L & NICOLE N	Release	\$-73.93	\$-9.24	\$-2.90	\$-86.07
				Totals:		\$-73.93	\$-9.24	\$-2.90	\$-86.07

Bo CC 4-14-2025

# Release/Adjustment Detail Report

Yancey County Tax Office Tax  
Bill ID: 202414158

03-17-2025  
12:19 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
03/17/2025	3-17-25 RELEASE DUE TO 2024 BOER RULING/DW for General Levy	202414158	2024	ROBINSON, ARNOLD	Release	\$-661.34	\$0.00	\$0.00	\$-661.34
Totals:						\$-661.34	\$0.00	\$0.00	\$-661.34

*BOCC 4-14-2025*

# Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202406693

03-14-2025

9:02 AM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
03/14/2025	Min. Tolerance for Late Fee	202406693	2024	GRINDSTAFF, GARY LEE	Release	\$-5.73	\$-0.72	\$-0.88	\$-7.33
	Totals:					\$-5.73	\$-0.72	\$-0.88	\$-7.33

*OWNER PASSED 4/8/18  
BOATSOLD*

*BoCC 4-14-2025*

# Release/Adjustment Detail Report

Yancey County Tax Office Tax  
Bill ID: 202402646

03-14-2025  
1:25 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
03/14/2025	3-14-25 RELEASE DWELLING ADDED BY REVAL TEAM FOR 2024/DW for Interest	202402646	2024	BUCHANAN, VIOLET THOMAS	Release	\$-389.20	\$0.00	\$-13.62	\$-402.82
Totals:						\$-389.20	\$0.00	\$-13.62	\$-402.82

*BoCC 4-14-2025*

# Release/Adjustment Detail Report

Yancey County Tax Office Tax  
Bill ID: 202406893

03-14-2025  
1:35 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
03/14/2025	3-14-25 RELEASE OF DWELLING ADDED BY 2024 REVAL TEAM AS BILLED AS PP/DW for General Levy	202406893	2024	HALL, RANDALL & TINA	Release	\$-739.86	\$0.00	\$-25.89	\$-765.75
				Totals:		\$-739.86	\$0.00	\$-25.89	\$-765.75

*BOCC 4-14-2025*

# Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202402840

03-13-2025

2:26 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
03/13/2025	3-13-25 RELEASE DUE TO LOTS WERE TO BE BILLED AS ONE PARCEL RATHER THAN SEPARATE. PARCEL COMBO INTO PIN 083001171142000 FOR 2025 BILLING/DW for Interest	202402840	2024	BURNETTE, KATIE	Release	\$-157.06	\$0.00	\$-8.63	\$-165.69
Totals:						\$-157.06	\$0.00	\$-8.63	\$-165.69

*Bocc 4-14-25*

# Release/Adjustment Detail Report

Yancey County Tax Office Tax  
Bill ID: 202304842

03-12-2025  
2:55 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
03/12/2025	3/12/25 POA -MICHELLE EDWARDS REPORTED MR. EDWARDS HAD NOT OPERATED THE BUSINESS(EDWARDS EXPRESS INC) SINCE AUGUST OF 2022, DUE TO WRECK AND TRUCK WAS HAULED OFF, REMOVING TAXES FOR 2023&2024/AW for Late Fee	202304842	2023	EDWARDS EXPRESS INC	Release	\$-220.80	\$-18.40	\$-56.76	\$-295.96
				Totals:		\$-220.80	\$-18.40	\$-56.76	\$-295.96

*Boce 4-14-2025*

# Release/Adjustment Detail Report

**Yancey County Tax Office Tax**  
**03-10-2025 to 03-10-2025**  
**Taxpayer: 000007241**

*BOCC 4.14.25*

**03-10-2025**  
**1:17 PM**

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
03/10/2025	3/10/25 JAMIE CALLED STATED HE SLD BOAT 10 YR AGO, AND IGNORED THE LF'S BEING SENT/AW	201607684	2016	HONEYCUTT, JAMIE G	Release	\$-16.87	\$-1.69	\$-15.11	\$-33.67
03/10/2025	3/10/25 JAMIE CALLED STATED HE SLD BOAT 10 YR AGO, AND IGNORED THE LF'S BEING SENT/AW	201607684	2016	HONEYCUTT, JAMIE G	Adjustment	\$0.00	\$0.00	\$-1.86	\$-1.86
03/10/2025	3/10/25 JAMIE CALLED STATED HE SLD BOAT 10 YR AGO, AND IGNORED THE LF'S BEING SENT/AW	201707680	2017	HONEYCUTT, JAMIE G	Release	\$-15.35	\$-1.92	\$-12.42	\$-29.69
03/10/2025	3/10/25 JAMIE CALLED STATED HE SLD BOAT 10 YR AGO, AND IGNORED THE LF'S BEING SENT/AW	201707680	2017	HONEYCUTT, JAMIE G	Adjustment	\$0.00	\$0.00	\$-1.73	\$-1.73
03/10/2025	3/10/25 JAMIE CALLED STATED HE SLD BOAT 10 YR AGO, AND IGNORED THE LF'S BEING SENT/AW	201807608	2018	HONEYCUTT, JAMIE G	Release	\$-13.98	\$-1.75	\$-9.97	\$-25.70
03/10/2025	3/10/25 JAMIE CALLED STATED HE SLD BOAT 10 YR AGO, AND IGNORED THE LF'S BEING SENT/AW	201807608	2018	HONEYCUTT, JAMIE G	Adjustment	\$0.00	\$0.00	\$-1.57	\$-1.57
03/10/2025	3/10/25 JAMIE CALLED STATED HE SLD BOAT 10 YR AGO, AND IGNORED THE LF'S BEING SENT/AW	201907602	2019	HONEYCUTT, JAMIE G	Release	\$-12.72	\$-1.59	\$-7.75	\$-22.06
03/10/2025	3/10/25 JAMIE CALLED STATED HE SLD BOAT 10 YR AGO, AND IGNORED THE LF'S BEING SENT/AW	201907602	2019	HONEYCUTT, JAMIE G	Adjustment	\$0.00	\$0.00	\$-1.43	\$-1.43
03/10/2025	3/10/25 JAMIE CALLED STATED HE SLD BOAT 10 YR AGO, AND IGNORED THE LF'S BEING SENT/AW	202007804	2020	HONEYCUTT, JAMIE G	Release	\$-12.72	\$-1.70	\$-6.32	\$-20.74
03/10/2025	3/10/25 JAMIE CALLED STATED HE SLD BOAT 10 YR AGO, AND IGNORED THE LF'S BEING SENT/AW	202007804	2020	HONEYCUTT, JAMIE G	Adjustment	\$0.00	\$0.00	\$-1.44	\$-1.44
03/10/2025	3/10/25 JAMIE CALLED STATED HE SLD BOAT 10 YR AGO, AND IGNORED THE LF'S BEING SENT/AW	202107765	2021	HONEYCUTT, JAMIE G	Release	\$-12.72	\$-1.70	\$-4.47	\$-18.89
03/10/2025	3/10/25 JAMIE CALLED STATED HE SLD BOAT 10 YR AGO, AND IGNORED THE LF'S BEING SENT/AW	202207803	2022	HONEYCUTT, JAMIE G	Adjustment	\$0.00	\$0.00	\$-1.31	\$-1.31
03/10/2025	3/10/25 JAMIE CALLED STATED HE SLD BOAT 10 YR AGO, AND IGNORED THE LF'S BEING SENT/AW	202207803	2022	HONEYCUTT, JAMIE G	Release	\$-11.58	\$-1.54	\$-3.15	\$-16.27
03/10/2025	3/10/25 JAMIE CALLED STATED HE SLD BOAT 10 YR AGO, AND IGNORED THE LF'S BEING SENT/AW	202307846	2023	HONEYCUTT, JAMIE G	Adjustment	\$0.00	\$0.00	\$-1.19	\$-1.19
03/10/2025	3/10/25 JAMIE CALLED STATED HE SLD BOAT 10 YR AGO, AND IGNORED THE LF'S BEING SENT/AW	202307846	2023	HONEYCUTT, JAMIE G	Release	\$-10.54	\$-1.40	\$-1.66	\$-13.60
03/10/2025	3/10/25 JAMIE PHONED AND STATED HE SLD BOAT TEN YEARS AGO AND HAVE IGNORED THE LF/AW	202407934	2024	HONEYCUTT, JAMIE G	Adjustment	\$0.00	\$0.00	\$-1.05	\$-1.05
	3/10/25 JAMIE PHONED AND STATED HE SLD BOAT TEN YEARS AGO			HONEYCUTT,					

# Release/Adjustment Detail Report

## Yancey County Tax Office Tax

03-11-2025 to 03-11-2025

Taxpayer: All

03-11-2025

10:49 AM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
03/11/2025	3-11-25 DTM dwmh added by pearson. Taxed as pp.	202415198	2024	SILVER, PHYLLIS & DAVID PATE	Release	\$-284.96	\$0.00	\$-9.97	\$-294.93
				Totals:		\$-284.96	\$0.00	\$-9.97	\$-294.93

*Bocc 4-14-2025*

# Release/Adjustment Detail Report

## Yancey County Tax Office Tax

Bill ID: 202416301

03-10-2025  
3:38 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
03/10/2025	3-10-25 RELEASE BILLED AMOUNT AS BILLED IN ERROR. PROPERTY WAS COMBINED W/075701382932000/DW for Interest	202416301	2024	THOMAS, BRYAN & AMY ET AL	Release	\$-398.84	\$-49.86	\$-15.71	\$-464.41
Totals:						\$-398.84	\$-49.86	\$-15.71	\$-464.41

*BoCC 4-14-2025*

# Release/Adjustment Detail Report

## Yancey County Tax Office Tax

Bill ID: 202406699

03-07-2025

1:51 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
03/07/2025	3-7-2025 RELEASE DUE TO 2024 BOER RULING/DW for General Levy	202406699	2024	GRINDSTAFF, HAROLD D	Adjustment	\$-225.98	\$0.00	\$0.00	\$-225.98
				Totals:		\$-225.98	\$0.00	\$0.00	\$-225.98

*Bocc 4-14-2025*

## YANCEY COUNTY TAX ADMINISTRATION

End of Month Breakout

Outstanding Balances through 03/31/2025

Description	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	Total 2014
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 DISTRICT 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	\$2,292.62	\$6,093.16	\$7,796.29	\$3,203.43	\$19,385.50
TOWN OF BURNSVILLE Vehicle Interest		\$206.35	\$247.02	\$24.75	\$478.12
BURNSVILLE FIRE DISTRICT Vehicle Interes	\$115.87	\$108.90	\$283.13	\$35.62	\$543.52
CANE RIVER FIRE DISTRICT Vehicle Interes		\$56.00	\$77.77	\$3.60	\$137.37
EGYPT FIRE DISTIRCT Vehicle Interest		\$28.44	\$24.26	\$0.01	\$52.71
RAMSEYTOWN FIRE DISTRICT Vehicle Interes		\$2.16	\$0.02	\$1.80	\$3.98
GREEN MOUNTAIN FIRE DISTRICT Vehicle Int		\$62.96	\$53.94	\$0.86	\$117.76
JACKS CREEK FIRE DISTRICT Vehicle Intere	\$83.69	\$11.28	\$23.36	\$21.93	\$140.26
BRUSH CREEK FIRE DISTRICT Vehicle Intere		\$17.98	\$28.87		\$46.85
CRABTREE FIRE DISTRICT Vehicle Interest	\$30.06	\$129.88	\$98.45	\$23.09	\$281.48
SOUTH TOE FIRE DISTRICT Vehicle Interest	\$7.65	\$95.22	\$57.43	\$8.82	\$169.12
PENSACOLA FIRE DISTRICT Vehicle Interest		\$57.91	\$75.96	\$51.61	\$185.48
PRICES CREEK FIRE DISTRICT Vehicle Inter	\$2.18	\$14.73	\$30.04	\$109.78	\$156.73
DMV Vehicle Interest	\$185.10	\$60.73	\$184.60	\$154.30	\$584.73

Totals

\$8,888.15

\$23,035.15

\$26,000.20

\$8,780.40

\$66,703.90

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04/01/2025

# Yancey County Tax Office

County/District Collection Percentage Report

As of: 03-31-2025

Run Date: 04-01-2025

## 2024 County

Net Levy \$	Collections \$	Collections %
19,295,475.40	18,559,061.30	96.19

## Districts

Name	Net Levy \$	Collections \$	Collections %
001 - BURNSVILLE FIRE DISTRICT	405,559.26	392,480.32	96.78
002 - CANE RIVER FIRE DISTRICT	127,815.28	122,395.38	95.76
003 - EGYPT FIRE DISTRICT	134,405.67	129,145.22	96.09
004 - RAMSEYTOWN FIRE DISTRICT	47,458.94	45,229.36	95.31
005 - GREEN MOUNTAIN FIRE DISTRICT	54,095.82	50,931.02	94.15
006 - JACKS CREEK FIRE DISTRICT	131,708.64	126,184.76	95.81
007 - BRUSH CREEK FIRE DISTRICT	63,944.23	61,462.63	96.12
008 - CRABTREE FIRE DISTRICT	317,096.57	303,504.77	95.72
009 - SOUTH TOE FIRE DISTRICT	341,493.49	329,823.52	96.59
010 - PENSACOLA FIRE DISTRICT	167,723.07	163,316.88	97.38
011 - PRICES CREEK FIRE DISTRICT	240,864.41	236,134.65	98.04

## District Totals

Net Levy \$	Collections \$	Collections %
2,032,165.38	1,960,608.51	96.48

## Personal Property:

**Billed**  
1,140,478.60

**UnCollected**  
14,588.76

**Collected**  
1,125,889.84

**Percent Collected**  
98.721

**Percent Not Collected**  
1.279

# Posting Report

03-01-2025 to 03-31-2025

04-01-2025

9:30 AM

## 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
2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.02	\$0.00	\$0.00	\$0.00	\$448.22
2015	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.26	\$0.00	\$0.00	\$0.00	\$422.46
2016	\$0.00	\$1.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.47	\$0.00	\$0.00	\$0.00	\$529.67
2017	\$0.00	\$1.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.60	\$0.00	\$0.00	\$0.00	\$463.80
2018	\$0.00	\$1.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.13	\$0.00	\$0.00	\$0.00	\$342.42
2019	\$0.00	\$1.59	\$0.00	\$0.00	\$0.00	\$3.11	\$0.00	\$0.00	\$34.60	\$0.00	\$0.00	\$0.00	\$678.88
2020	\$0.00	\$1.70	\$0.00	\$0.00	\$0.00	\$7.91	\$0.00	\$0.00	\$69.60	\$0.65	\$0.00	\$0.00	\$1,418.42
2021	\$0.00	\$38.02	\$0.00	\$0.00	\$0.00	\$20.38	\$0.00	\$0.00	\$11.46	\$34.91	\$0.00	\$0.00	\$1,349.16
2022	\$0.00	\$40.66	\$35.06	\$41.50	\$0.00	\$34.95	\$0.00	\$0.00	\$63.46	\$90.41	\$50.60	\$0.00	\$5,988.68
2023	\$0.00	\$275.95	\$115.07	\$245.60	\$0.00	\$84.71	\$0.00	\$0.00	\$361.54	\$191.87	\$99.24	\$0.00	\$19,630.03
2024	\$0.00	\$13,350.52	\$16,755.66	\$7,178.24	\$0.00	\$9,553.13	\$0.00	\$3,678.63	\$13,071.19	\$12,576.91	\$9,078.89	\$0.00	\$936,735.60
<b>TOTAL</b>	\$0.00	\$13,713.80	\$16,905.79	\$7,465.34	\$0.00	\$9,704.19	\$0.00	\$3,678.63	\$13,826.33	\$12,894.75	\$9,228.73	\$0.00	\$968,007.34

## II. Releases

	Current Year	Prior Year	TOTAL
BURNSVILLE	\$0.00	\$0.00	\$0.00
CANE RIVER	\$9.01	\$13.29	\$22.30
EGYPT	\$21.16	\$0.00	\$21.16
RAMSEYTOWN	\$16.10	\$18.40	\$34.50
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	\$59.82	\$0.00	\$59.82
PRICES CREEK	\$0.00	\$0.00	\$0.00
TOWN OF BURNSVILLE	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$5,267.85</b>	<b>\$358.97</b>	<b>\$5,626.82</b>

### 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
<b>TOTAL</b>	\$0.00	\$13,691.50	\$16,884.63	\$7,430.84	\$0.00	\$9,704.19	\$0.00	\$3,678.63	\$13,826.33	\$12,834.93	\$9,228.73	\$0.00	\$962,380.52

# Transaction Type Report

03-01-2025 to 03-31-2025

Year	General	Fire	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Total
2014	\$400.20	\$48.02	\$44.82	\$0.00	\$0.00	\$493.04	\$461.26	\$0.00	\$0.00	\$954.30
2015	\$377.20	\$45.26	\$0.00	\$0.00	\$0.00	\$422.46	\$357.15	\$0.00	\$0.00	\$779.61
2016	\$464.64	\$46.47	\$6.78	\$0.00	\$0.00	\$517.89	\$390.60	\$0.00	\$0.00	\$908.49
2017	\$405.93	\$40.60	\$38.25	\$0.00	\$0.00	\$484.78	\$322.74	\$0.00	\$0.00	\$807.52
2018	\$292.56	\$34.13	\$32.67	\$0.00	\$0.00	\$359.36	\$206.99	\$0.00	\$0.00	\$566.35
2019	\$626.86	\$37.71	\$37.15	\$0.00	\$0.00	\$701.72	\$202.30	\$0.00	\$0.00	\$904.02
2020	\$1,268.26	\$73.36	\$10.70	\$0.00	\$0.00	\$1,352.32	\$243.77	\$0.00	\$0.00	\$1,596.09
2021	\$1,179.47	\$98.72	\$13.27	\$0.00	\$0.00	\$1,291.46	\$336.04	\$12.75	\$0.00	\$1,640.25
2022	\$5,372.24	\$351.14	\$16.71	\$0.00	\$0.00	\$5,740.09	\$1,100.14	\$68.00	\$0.00	\$6,908.23
2023	\$16,916.43	\$1,282.82	\$115.04	\$0.00	\$0.00	\$18,314.29	\$2,042.52	\$185.75	\$0.00	\$20,542.56
2024	\$825,963.87	\$82,949.33	\$874.34	\$0.00	\$0.00	\$909,787.54	\$31,442.87	\$0.00	\$0.00	\$941,230.41
<b>TOTAL</b>	<b>\$853,267.66</b>	<b>\$85,007.56</b>	<b>\$1,189.73</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$939,464.95</b>	<b>\$37,106.38</b>	<b>\$266.50</b>	<b>\$0.00</b>	<b>\$976,837.83</b>

# Adjustment / Release Report

03-01-2025 to 03-31-2025

Year	General	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Fire	Amount Due	County Net
2016	\$16.87	\$1.86	\$0.00	\$0.00	\$18.73	\$15.11	\$0.00	\$0.00	\$1.69	\$35.53	\$33.84
2017	\$15.35	\$1.73	\$0.00	\$0.00	\$17.08	\$12.42	\$0.00	\$0.00	\$1.92	\$31.42	\$29.50
2018	\$13.98	\$1.57	\$0.00	\$0.00	\$15.55	\$9.97	\$0.00	\$0.00	\$1.75	\$27.27	\$25.52
2019	\$12.72	\$1.43	\$0.00	\$0.00	\$14.15	\$7.75	\$0.00	\$0.00	\$1.59	\$23.49	\$21.90
2020	\$12.72	\$1.44	\$0.00	\$0.00	\$14.16	\$6.32	\$0.00	\$0.00	\$1.70	\$22.18	\$20.48
2021	\$12.72	\$0.00	\$0.00	\$0.00	\$12.72	\$4.47	\$0.00	\$0.00	\$1.70	\$18.89	\$17.19
2022	\$11.58	\$1.31	\$0.00	\$0.00	\$12.89	\$3.15	\$0.00	\$0.00	\$1.54	\$17.58	\$16.04
2023	\$231.34	\$25.11	\$0.00	\$0.00	\$256.45	\$34.50	\$0.00	\$0.00	\$19.80	\$310.75	\$290.95
2024	\$5,164.32	\$49.66	\$0.00	\$0.00	\$5,213.98	\$708.14	\$0.00	\$0.00	\$106.09	\$6,028.21	\$5,922.12
<b>TOTAL</b>	\$5,491.60	\$84.11	\$0.00	\$0.00	\$5,575.71	\$801.83	\$0.00	\$0.00	\$137.78	\$6,515.32	\$6,377.54

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# Collections Receipts Report

03-01-2025 to 03-31-2025

Total general tax	\$875,100.74
Total fire tax	\$87,279.78
Total penalty	\$1,229.37
Total Waste Fees	\$0.00
Total Additional Fees	\$0.00
<hr/>	
Total principal	\$963,609.89
Total interest	\$38,091.74
Total cost of advertising	\$275.00
Total legal	\$0.00
Total check overpayments	\$0.00
Total Prepaid Payments	\$2,003.14
Total Prepaid Applied	\$0.00
<hr/>	
Total misc	\$40,369.88
Grand total receipts	\$1,003,979.77

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# District Payment Report

03-01-2025 to 03-31-2025

Year	District Code	District Name	Amount
2014	008	CRABTREE FIRE DISTRICT	\$48.02
2015	008	CRABTREE FIRE DISTRICT	\$45.26
2016	008	CRABTREE FIRE DISTRICT	\$46.47
2017	008	CRABTREE FIRE DISTRICT	\$40.60
2018	008	CRABTREE FIRE DISTRICT	\$34.13
2019	005	GREEN MOUNTAIN FIRE DISTRICT	\$3.11
2019	008	CRABTREE FIRE DISTRICT	\$34.60
2020	002	CANE RIVER FIRE DISTRICT	\$0.00
2020	005	GREEN MOUNTAIN FIRE DISTRICT	\$3.11
2020	008	CRABTREE FIRE DISTRICT	\$69.60
2020	009	SOUTH TOE FIRE DISTRICT	\$0.65
2021	001	BURNSVILLE FIRE DISTRICT	\$36.32
2021	002	CANE RIVER FIRE DISTRICT	\$0.00
2021	005	GREEN MOUNTAIN FIRE DISTRICT	\$2.83
2021	006	JACKS CREEK FIRE DISTRICT	\$13.20
2021	008	CRABTREE FIRE DISTRICT	\$11.46
2021	009	SOUTH TOE FIRE DISTRICT	\$34.91
2022	001	BURNSVILLE FIRE DISTRICT	\$39.12
2022	002	CANE RIVER FIRE DISTRICT	\$33.80
2022	004	RAMSEYTOWN FIRE DISTRICT	\$41.50
2022	005	GREEN MOUNTAIN FIRE DISTRICT	\$2.57
2022	006	JACKS CREEK FIRE DISTRICT	\$28.42
2022	008	CRABTREE FIRE DISTRICT	\$63.46
2022	009	SOUTH TOE FIRE DISTRICT	\$90.41
2022	010	PENSACOLA FIRE DISTRICT	\$50.60
2022	011	PRICES CREEK FIRE DISTRICT	\$1.26
2023	001	BURNSVILLE FIRE DISTRICT	\$206.79
2023	002	CANE RIVER FIRE DISTRICT	\$37.26
2023	003	EGYPT FIRE DISTRICT	\$13.80
2023	004	RAMSEYTOWN FIRE DISTRICT	\$213.40
2023	005	GREEN MOUNTAIN FIRE DISTRICT	\$3.41
2023	006	JACKS CREEK FIRE DISTRICT	\$77.70
2023	008	CRABTREE FIRE DISTRICT	\$361.54
2023	009	SOUTH TOE FIRE DISTRICT	\$191.87
2023	010	PENSACOLA FIRE DISTRICT	\$99.24

2023	011	PRICES CREEK FIRE DISTRICT	\$77.81
2024	001	BURNSVILLE FIRE DISTRICT	\$13,128.95
2024	002	CANE RIVER FIRE DISTRICT	\$4,775.14
2024	003	EGYPT FIRE DISTRICT	\$4,207.59
2024	004	RAMSEYTOWN FIRE DISTRICT	\$2,410.40
2024	005	GREEN MOUNTAIN FIRE DISTRICT	\$3,561.89
2024	006	JACKS CREEK FIRE DISTRICT	\$5,561.86
2024	007	BRUSH CREEK FIRE DISTRICT	\$3,554.73
2024	008	CRABTREE FIRE DISTRICT	\$12,872.21
2024	009	SOUTH TOE FIRE DISTRICT	\$12,137.41
2024	010	PENSACOLA FIRE DISTRICT	\$9,078.89
2024	011	PRICES CREEK FIRE DISTRICT	\$11,660.26
<hr/>			
<b>TOTAL</b>			\$85,007.56

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# Detailed District Payment Report

03-01-2025 to 03-31-2025

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

# Outstanding Balances Report

As of 03-31-2025

Year	Amount	County	District	Interest	Advertising	Penalties	Waste	Additional Fees
2014	\$14,609.05	\$6,535.21	\$718.95	\$7,038.44	\$52.00	\$264.45	\$0.00	\$0.00
2015	\$13,317.58	\$6,353.33	\$685.62	\$6,095.93	\$56.00	\$126.70	\$0.00	\$0.00
2016	\$18,419.93	\$9,563.94	\$709.33	\$7,874.32	\$76.00	\$192.34	\$4.00	\$0.00
2017	\$16,840.56	\$8,830.02	\$880.32	\$6,673.91	\$88.00	\$368.31	\$0.00	\$0.00
2018	\$16,964.64	\$9,384.88	\$955.33	\$6,049.28	\$95.97	\$479.18	\$0.00	\$0.00
2019	\$23,087.29	\$14,161.98	\$1,165.02	\$7,233.02	\$120.00	\$407.27	\$0.00	\$0.00
2020	\$31,272.11	\$20,090.33	\$2,091.22	\$8,722.45	\$144.50	\$223.61	\$0.00	\$0.00
2021	\$47,648.62	\$32,835.74	\$3,014.85	\$10,863.24	\$314.50	\$620.29	\$0.00	\$0.00
2022	\$74,355.05	\$55,759.85	\$5,024.59	\$12,512.46	\$476.00	\$582.15	\$0.00	\$0.00
2023	\$145,356.25	\$116,728.74	\$10,432.72	\$15,540.95	\$1,065.63	\$1,588.21	\$0.00	\$0.00
2024	\$837,371.52	\$737,800.35	\$71,931.29	\$26,614.20	\$0.00	\$1,025.68	\$0.00	\$0.00
<b>Total</b>	<b>\$1,239,242.60</b>	<b>\$1,018,044.37</b>	<b>\$97,609.24</b>	<b>\$115,218.20</b>	<b>\$2,488.60</b>	<b>\$5,878.19</b>	<b>\$4.00</b>	<b>\$0.00</b>



**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](mailto:danny.mcintosh@yanceycountync.gov)

Regular Meeting of the Board of Commissioners April 14 2025

Refund request:

PENLAND, CHRISTOPHER

PO BOX 1051

BURNSVILLE NC 28714

PIN: 979900800733000 18.81 ACRES 3429 Prices Creek Rd. Property owner requested review and it was found that the home listed on the property has assessed as a one and one half story with a full finished attic when in fact it is a single story with a full finished attic. The result of the overstatement of value created excess tax billed and paid as follows:

2024 tax collected \$ 215.24

2023 tax collected \$ 179.52

2022 tax collected \$ 179.52

2021 tax collected \$ 179.52

Total excess tax collected: \$ 753.80

Assessor's opinion: Pursuant to NCGS 105-381a refund is indicated and is recommended in the amount of \$753.80.

BOCC action: \_\_\_ approved \_\_\_ denied \_\_\_ continued

Please mail the 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](mailto:danny.mcintosh@yanceycountync.gov)

Regular Meeting of the Board of Commissioners April 14 2025

Refund request:

MOORE, SANJA

399 SAMPSON BRANCH RD

GREEN MOUNTAIN NC 28740

PIN:082300119177000 345 SAMPSON BRANCH RD. Property owner found that the property assessment for 2024 indicated a residential structure as a result of the 2024 reappraisal. The structure on the property is a single wide mobile home that is billed as personal property. This condition was created during the mass appraisal as part of the full list and count process. The result of the overstatement of value and tax collected for 2024:

2024 Excess tax collected      \$ 592.80

Assessor's opinion: Pursuant to North Carolina General Statute 105-381 refund is indicated and recommended in the amount of \$ 592.80.

BOCC action:    approved    denied    continued

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

Please mail check to the property owner.

COUNTY MANAGER  
Lynn Austin



COMMISSIONERS  
David Grindstaff  
Stacey McEntyre Greene  
Mark Ledford  
Sandi Norton  
Jeff Whitson

## YANCEY COUNTY

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

### RESOLUTION IN SUPPORT OF NORTH CAROLINA SENATE BILL 248

**WHEREAS**, the North Carolina Association of Registers of Deeds (NCARD) has diligently advocated for legislation to improve access to vital records for all North Carolina citizens, including those who have been adopted; and

**WHEREAS**, Senate Bill 248 has been introduced to authorize North Carolina Register of Deeds offices to issue birth records for adopted individuals, thereby expanding access to these records at the local level; and

**WHEREAS**, under current law, once adopted, the original birth certificate is returned to the state office, and all indexed information is removed from the county records. The adoptee cannot obtain a copy of their birth record from the county of birth, and they must request their birth certificate from the North Carolina Office of Vital Records (NCOVR) in Raleigh, often facing significant delays and administrative challenges; and

**WHEREAS**, Register of Deeds offices across the state have implemented the North Carolina Database Application for Vital Events (NCDAVE) system, providing access to statewide birth and death records, except in the case of adopted individuals; and

**WHEREAS**, the passage of Senate Bill 248 would alleviate burdens on adopted individuals by allowing them to obtain their birth records in a timely manner from their local Register of Deeds office, ensuring equitable access to vital records and improved customer service; and

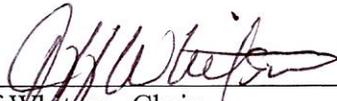
**WHEREAS**, this legislative change would streamline government services, reduce wait times, and foster greater efficiency within the statewide vital records system; and

**WHEREAS**, the Yancey County Board of Commissioners recognizes the importance of ensuring equitable access to vital records for all residents and supports the efforts of the North Carolina Association of Registers of Deeds to advance this critical legislation;

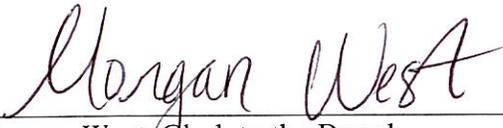
**NOW, THEREFORE, BE IT RESOLVED** that the Yancey County Board of Commissioners hereby expresses its strong support for Senate Bill 248 and encourages its swift passage by the North Carolina General Assembly.

**BE IT FURTHER RESOLVED** that copies of this resolution be forwarded to members of the North Carolina General Assembly representing Yancey County, as well as to the North Carolina Association of Registers of Deeds.

Adopted this 14<sup>th</sup> day of April, 2025.

  
\_\_\_\_\_  
Jeff Whitson, Chair  
Yancey County Board of Commissioners

ATTEST:

  
\_\_\_\_\_  
Morgan West, Clerk to the Board



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

**SECTION 504 COMPLIANCE OFFICER/GRIEVANCE PROCEDURE  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Yancey County, North Carolina hereby designates the County Building Inspector, to serve as Section 504 Compliance Officer throughout the implementation of the Locality Community Development Program.

Citizens with Section 504 grievances may do so at any point in the program. Yancey County will respond in writing to written citizen grievances. Citizen grievances should be mailed to: John England, County Building Inspector, 202 Medical Campus Drive, Burnsville, NC 28714, phone: (828) 628-7833, TDD: 7-1-1. The County will respond to all written citizen grievances within ten (10) calendar days of receipt of the comments.

Should any individual, family, or entity have a grievance concerning any action prohibited under Section 504, a meeting with the compliance officer to discuss the grievance will be scheduled. The meeting date and time will be established within five (5) calendar days of receipt of the request. Upon meeting and discussing the grievance, a reply will be made, in writing, within five (5) calendar days.

If the citizen is dissatisfied with the local response, they may write to the North Carolina Department of Commerce, CDBG Section, 4346 Mail Service Center, Raleigh, North Carolina 27699-4346, Phone: (919) 814-4600, TDD: 7-1-1. DOC will respond only to written comments within ten (10) calendar days of the receipt of the comments.

ADOPTED AND APPROVED this 14<sup>th</sup> day of April, 2025.

  
Chairman

ATTEST:

  
Clerk to the Board

**Local Jobs Initiative  
Section 3 Plan  
Local Economic Benefit for Low- and Very Low-Income Persons**

**Yancey County**

**I. APPLICATION AND COVERAGE OF POLICY**

The County is committed to the policy that, to the greatest extent possible, opportunities for training and employment be given to lower income residents of the community development project area and contracts for work in connection with federally assisted community development project be awarded to business concerns located or owned in substantial part by persons residing in the Section 3 covered area, as required by Section 3 of the Housing and Urban Development Act of 1968, Yancey County has developed and hereby adopts the following Plan:

The County will comply with all applicable provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR Part 135), all regulations issued pursuant thereto by the Secretary of Housing and Urban Development, and all applicable rules and orders of the Department issued thereunder

This Section 3 covered project area for the purposes of this grant program shall include Yancey County and portions of the immediately adjacent area.

The County will be responsible for implementation and administration of the Section 3 plan. In order to implement the County's policy of encouraging local residents and businesses participation in undertaking community development activities, the County will follow this Section 3 plan which describes the steps to be taken to provide increased opportunities for local residents and businesses

This Section 3 Plan shall apply to services needed in connection with the grant including, but not limited to, businesses in the fields of planning, consulting, design, building construction/renovation, maintenance and repair, etc.

When in need of a service, Yancey County will identify suppliers, contractors or subcontractors located in the Section 3 area. Resources for this identification shall include the Minority Business Directory published through the State Department of Commerce, local directories and Small Business Administration local offices. Word of mouth recommendation shall also be used as a source.

The County will include the Section 3 clause and this plan in all contracts executed under this Community Development Block Grant (CDBG) Program. Where necessary, listings from any agency noted above deemed shall be included as well as sources of subcontractors and suppliers. The Section 3 Plan shall be mentioned in the pre bid meetings and preconstruction meetings.

The prime contractor selected for major public works facility or public construction work will be required to submit a Section 3 Plan which will outline his/her work needs in connection with the project. Should a need exist to hire any additional personnel, the Yancey County NCWorks Career Center shall be notified and referred to the contractor.

Each contract for housing rehabilitation under the program, as applicable, for jobs having contracts in excess of \$100,000 shall be required to submit a Section 3 Plan. This Plan will be maintained on file in the grant office and shall be updated from time to time or as the grant staff may deem necessary.

Early in our project, prior to any contracting, major purchases or hiring, we will develop a listing of jobs, supplies and contracts likely to be utilized during the project. We will then advertise the pertinent information regarding the project including all Section 3 required information. The NC Department of Commerce should be contacted with the Bid Materials to distribute the information throughout their list serve to reach out the communities.

## II. AFFIRMATIVE ACTIONS FOR RESIDENT AND BUSINESS PARTICIPATION

Yancey County will take the following steps to assure that low income residents and businesses within the community development project area and within the County are used whenever possible:

The County will advertise in the local newspaper at least once during the life of the CDBG project soliciting the participation of Section 3 qualified and historically underutilized businesses (contractors) to be placed on solicitation lists.

All contractors will also be highly encouraged to sub-contract with Section 3 qualified businesses as well as hire any Section 3 qualified residents if additional workers are needed for the project.

Please check the methods to be used for the Section 3 program in your community:

The County will place a display advertisement in the local newspaper containing the following information:

- i. A brief description of the project
- ii. A listing of jobs, contracts and supplies likely to be utilized in carrying out the project.
- iii. An acknowledgement that under Section 3 of Housing and Community Development Act, local residents and businesses will be utilized for jobs, contract and supplies in carrying out the project to the greatest extent feasible.
- iv. A location where individuals interested in jobs or contracts can register for consideration
- v. A statement that all jobs will be listed through and hiring will be done through the local office of the North Carolina Employment Security Commission; a statement that all contracts will be listed with the North Carolina Division of Purchase and Contracts; and a statement that potential employees and businesses may seek development and training assistance through various state and local agencies, or which Yancey County will maintain a list for individuals and business concerns inquiring information

Training and technical assistance will be provided by the local community college for low income residents requiring skills to participate in community development project activities. Referrals will be made to the community college, local Private Industry Councils, Job Training Partnership Act (29 U.S.C. 1579 (a)) (JTPA) Programs, and job training programs provided by local community action agencies as appropriate. Residents and businesses will be encouraged to participate in state and/or federal job training programs that may be offered in the area.

Low income residents and businesses will be informed and educated regarding employment and procurement opportunities in the following ways:

- i. Advertisement in the local newspaper
- ii. Posting of Section 3 Plan at the County Courthouse
- iii. County Board meeting when project activities and schedules are discussed

- iv. Open meetings of Project Advisory Committee when everyone in neighborhood is invited
- v. Notification to other agencies that provide services to low-income people.

Other (describe):

Yancey County will, to the greatest extent feasible, utilize lower income area residents as trainees and employees:

- 1. Encourage rehabilitation contractors to hire local area residents
- 2. Encourage public works contractors to hire local area residents

Yancey County will, to the greatest extent feasible, utilize businesses located in or owned in substantial part by persons residing in the area

- 1. Contract with local contractors to perform demolition activities, and housing rehabilitation activities.
- 2. Encourage public improvement contractors to hire local residents for site clearance work, hauling materials, and performing other site improvements.
- 3. Encourage all contractors to purchase supplies and materials from the local hardware and supply stores

### III. RECORDS AND REPORTS

Yancey County will maintain such records and accounts and furnish such information and reports as are required under the Section 3 regulations, and permit authorized representatives of NC Department of Commerce, and federal agencies access to books, records, and premises for purposes of investigation in connection with a grievance or to ascertain compliance with this Section 3 Plan.

The County shall report annually the Section 3 numbers using the form HUD 60002 to the Department of Commerce at the end of the calendar year as part of the Annual Performance Report (APR).

### IV. MONITORING COMPLIANCE

Yancey County may require each applicable contractor to provide a copy of the Section 3 Plan and will monitor compliance during the performance of the contract. Copies of all advertisements, notice, and published information will be kept to document the implementation of the plan.

### V. COMPLAINTS CONTACT

Please provide the main contact in case that any complaint is received from the general public on Section 3 compliance (including name, phone number, address, and email):

**Morgan West**  
**Projects Manager**  
**110 Town Square**

Room 11  
Burnsville, NC 28714  
(828) 682-3971

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Adopted this 14<sup>th</sup> day of April, 20 25.

  
Chairman

ATTEST:   
Clerk

OPTIONAL COVERAGE RELOCATION BENEFITS POLICY  
FOR  
YANCEY COUNTY, NORTH CARONINA

YANCEY COUNTY  
CDBG PROGRAMS  
*Updated April 2, 2025*

**1. Organization and Administration**

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Yancey County will coordinate all relocation activities (temporary or permanent) resulting from Community Development activities. Relocation assistance and payments will be provided to individuals and families displaced as a result of Community Development housing code enforcement, Voluntary Demolition, or other Community Development Activities that are not otherwise covered by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (hereinafter referred to as the “Uniform Act”).

## **2. Eligibility**

Individuals and families residing in the Community Development Block Grant Project Area, that are displaced as a direct result of housing activities or other community development activities and which have unmet, long-term, relocation needs are eligible to receive assistance. In addition, eligibility of the individual or family must have been established and documented prior to the provision of financial assistance under this plan. Families who are permanently displaced due to unanticipated events such as fires, floods, or other man-made or natural disasters may also be eligible if they resided in the Community Development Block Grant Project Area identified in the application for grant assistance at the time of the disaster.

## **3. Authority**

Optional relocation benefits are authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act and the interim rule which describes the “Act”.

## **4. Assistance to be Provided**

The following optional relocation coverage relocation policy is to be used during the implementation of the Community Development Block Program. All persons displaced in accordance with this policy shall be provided relocation assistance in accordance with guidelines outlined under 49 CFR 24, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Program”, except as outlined below:

- a) Displaced Person A displaced individual is someone whose home, which is located within Yancey County, is determined to be in a condition too dilapidated to be economically feasible to rehabilitate and will be demolished. This can also include a person temporarily displaced as a result of program activities such as housing rehabilitation.
- b) Initiation of Negotiations The term “initiation of negotiations” shall be defined under this policy to mean the date the Notice of Relocation Eligibility is issued to the occupant.
- c) Comparable Replacement Dwelling The term “comparable replacement dwelling”, as defined under 49 CFR 24, shall be redefined under this policy to mean a dwelling in which is (1) decent, safe, and sanitary as defined in 49 CFR 24.2(a); (2) functionally equivalent to displacement dwelling; (3) adequate in

size to accommodate the occupants; (4) on a site not subject to adverse environmental conditions; (5) in a location generally not less desirable than the location of the displaced person's dwelling with respect to public utilities, commercial and public facilities, and reasonably accessible to the person's place of employment; (6) on a site that is typical in size for residential development with normal site improvements including customary landscaping. The site will not include special improvements such as outbuildings, swimming pools, or greenhouses; (7) currently available to the displaced person in the private market; however, a government subsidized dwelling unit will be considered comparable if it meets standards (1) through (6) above and the displacement dwelling is government subsidized and (8) within the financial means of the displaced person, as defined under 49 CFR 24.2(a)(iii). Circumstances permitting temporary relocation and basic conditions of an emergency move will be followed in accordance with 49 CFR 24.203(c)(4) and 49 CFR 24.204(b) and (c).

- d) Relocation Notices A "Notice of Relocation Eligibility" outlining all information described under 49 CFR 24.203 (a) and (b) will be sent by certified mail or hand delivered to all displaced individuals concurrently with any letter or document initiating negotiations for the displacement dwelling. Additionally the Project Manager will, in all cases, precede the initiation of negotiations with a documented personal interview with the individual to be displaced. Ninety-day notices shall be prepared in issued in accordance with 49 CFR 24.203(c).
- e) Level and amounts of CDBG assistance available to eligible individuals and families shall include the following limits:
- 1) Homeowner Replacement Housing Payment- eligible homeowners, as defined by 49 CFR 24.401(a) may receive a replacement housing payment, as computed in accordance with 49 CFR 24.401.
  - 2) Down-payment Assistance – down-payment assistance for eligible tenants or homeowners as defined by 49 CFR 24.402(a) may be received in an amount equal to the relocation benefits, as computed in accordance with 49 CFR 24.402(c), for at tenant or homeowner.
  - 3) Rental Assistance – eligible tenants as defined by 49 CFR 24.402(a) may receive an amount for rental assistance as compute d in accordance with 49 CFR 24.402(b).
  - 4) Moving Expenses – an eligible individual or family may receive moving and related expenses as calculated in accordance with 49 CFR 24.302 (see Table 1)
  - 5) Eligible individuals or families may receive assistance in the form of relocation planning, advisory and coordination services consistent with those described in Section 24.205 of the URA. These shall include, but

not be limited to, the provision of transportation as deemed necessary and reasonable to support the relocation, assistance in submitting claims for payment, counseling and education on relocation regulations and coordinating these activities with existing social service and economic assistance programs as they are available.

6) Eligible tenants may elect assistance as described in Section 104(d) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act and further described in Sections 570.496.a(b) and 570.606(b) of the interim rule. Their rental assistance provided for relocation under this section is as follows:

- i. A choice between actual reasonable moving expenses as described in 24 CFR 42.301(b)(1) or a fixed expense as described in 24 CFR 42.302. See Table 1 below for the North Carolina fixed expense schedule as prepared by the US Department of Transportation.
- ii. Advisory Services as described in 24 CFR Part 42, Subpart C.
- iii. Reimbursement for reasonable and necessary security deposit and credit checks.
- iv. Replacement Housing Assistance – A person choosing to rent must be offered either (1) a Section 8 housing voucher/certificate

Table 1

Occupant Owns Furniture									Occupant Does Not Own Furniture		
Number of Rooms of Furniture											
1	2	3	4	5	6	7	8	Each Add'l Room	First Room	Each Add'l Room	
\$550	\$750	\$1,050	\$1,200	\$1,350	\$1,600	\$1,700	\$1,900	\$150	\$350	\$50	

(through the housing authority) and referrals to comparable replacement dwelling unit where the owner agrees to participate in the Section 8 Program or (2) cash rental assistance to reduce the rent and utility costs to 30% of his/her income (adjusted, as determined by grantee/recipient) for a 5-year period and appropriate referrals to comparable replacement dwellings.

- f) To prevent “windfall”, rental assistance payments to tenants who pay little or no rent, the following procedure will be utilized:
  - 1) Prior to computing rental assistance the Project Manager will determine the fair market rent for the displacement dwelling. If the existing rent is above 75% of the fair market rent the existing rent shall be used to compute the rental assistance payment. However, if the existing rent is less than 75% of the fair market rent, the fair market rent shall be used to compute the rental assistance payment.

- 2) In situations where fair market rent is utilized to compute the rental assistance payment and the tenant's non-subsidized total monthly housing cost is not affordable after relocation, the rental assistance payment shall be increased to the extent necessary to insure an affordable monthly housing cost (i.e., total non-subsidized housing costs less than 30% of gross income).
  - 3) Actual rent may be used for tenants paying little or no rent if the use of fair market rent would create an undue hardship and prevent the person from obtaining comparable standard replacement housing.
- 
- g) Owner-occupants of displacement mobile homes situated on a rented site are eligible for down-payment assistance for purchase of a new mobile home site in lieu of a rental assistance payment, in addition to a replacement housing payment, if a comparable rental site cannot be located on a timely or cost-effective basis.
  - h) If such assistance as prescribed in the above sections is not sufficient to completely relocate a household in accordance with the Uniform Relocation Assistance and Real Property Acquisition Regulations (49 CFR 24), the grantee/recipient may provide additional assistance as outline in 49 CFR 24-404, Replacement Housing of Last Resort.

## **5. Affirmative Action For Low Income and Minority Persons**

All Relocation assistance provided under this plan will be undertaken in a non-discriminatory manner. Any Low-income or minority individual or family assisted under this plan shall not be required to move to an area of low-income and/or minority concentration as a condition of receiving relocation assistance, unless they have been given opportunities to relocation to a comparable replacement dwelling that is not located in an area of low-income and/or minority concentration, if such opportunities are available.

## **6. Temporary Relocation**

Rehabilitation shall be conducted without relocation of the affected occupants to the greatest extent feasible. Should relocation be necessary and should available temporary housing be substandard by the above definition, the minimum standards set forth shall not apply. Such relocation shall be accomplished at the minimum feasible cost. Of the two moves involved, (out of and back into the rehabilitated structure) one may be financed under a Fixed Payment for Moving Expenses as described below. Temporary relocation payments will be limited to cover only those expenses that would not otherwise be normal to the relocatee. That is to say, expenses that are directly related to the temporary relocation and which are above and beyond the normal expenses incurred by the relocatee. These would include, but not be limited to, reasonable expenses for lodging for the period of dislocation, travel expenses to and from the

lodging or other temporary relocation site, costs for temporary storage of household belongings. This would not include reimbursement for expenses that would otherwise be incurred (meals, normal travel, etc.) Relocates are required to submit receipts to the County documenting the expenses for which they are requesting reimbursement.

## **7. Relocation Record-keeping**

Complete records, documents, and justification for payments made pursuant to this plan shall be maintained in accordance with the guidelines under 49 CFR 24.9 of the “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs”.

## **8. Complaint Procedure**

Yancey County conforms to standard, ethical practices in the relocation of individuals and families and desires to see that all interests are protected. If there are any questions or complaints, Yancey County solicits the cooperation of all owners and requests an opportunity to discuss them in an effort to satisfy all parties concerned. The County has adopted the following Complaint Procedure:

Citizens may make comments at any point in the program including planning, implementation, and closeout. Yancey County will respond in writing to written citizen comments. Citizen comments should be mailed to the Yancey County Manager, 110 Town Square, Room 11, Burnsville, NC 28714. The County will respond to all written comments within ten (10) calendar days of receipt of the comments.

Should any individual, family, or entity have a complaint concerning the Yancey County Community Development Block Grant Program, the complaint should first be discussed with the Project Manager. **ALL EFFORTS SHOULD BE EXHAUSTED TO RESOLVE THE COMPLAINT AT THIS LEVEL.**

If the complaint cannot be resolved in this manner, a meeting with the Yancey County Manager to discuss the complaint should be requested. The request should be in writing and should briefly outline the complaint. A meeting date and time will be established within five (5) calendar days of receipt of the request. Upon meeting and discussing the complaint, a reply will be made, in writing within five (5) calendar days.

If the citizen is dissatisfied with the local response, they may **write** to the North Carolina Department of Commerce, Rural Economic Development Division, 4346 Mail Service Center, Raleigh, NC 27699-4346. REDD will respond **only to written comments** within ten (10) calendar days of the receipt of the comments.

## **OPTIONAL COVERAGE RELOCATION PLAN RESOLUTION YANCEY COUNTY, NORTH CAROLINA**

A Resolution Authorizing the Adoption of an Optional Coverage Relocation Plan for the Yancey County Community Development Block Grant Program.

Be it resolved by the Board of Commissioners of Yancey County, North Carolina, That:

**WHEREAS**, Yancey County is participating in the Community Development Block Grant Program under the Housing and Community Development Act of 1974, as amended, administered by the North Carolina Department of Commerce; and

**WHEREAS**, the relocation of individuals and families is an eligible activity under this program;

**WHEREAS**, Yancey County has been allocated funds under Title I of the Housing and Community Development Act of 1974; and

**WHEREAS**, it is the objective, spirit and intent of the Community Development Block Grant to achieve the revitalization of neighborhoods through improvements of housing conditions for low and moderate income citizens; and

**WHEREAS**, the rehabilitation of some dwellings units is so extensive that the work cannot be accomplished without temporarily dislocating the residents from their properties; and

**WHEREAS**, some occupied dwelling units are unfit for human habitation, financially and structurally no feasible for rehabilitation, and require demolition; and

**WHEREAS**, it is often undesirable to permanently dislocate some residents from their properties, change their status from homeowners to tenants, or increase their financial burden for housing costs; and

**WHEREAS**, Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, permits a CDBG grantee to design and administer an "Optional Coverage" relocation program which can provide benefits to displaces of dilapidated units which are subject to removal through local code enforcement activities (without real property acquisition), voluntary demolition, or provide assistance to residents that are temporarily dislocated from their properties; and

**WHEREAS**, such relocation benefits must be utilized by the qualified recipient to obtain standard housing, cover moving expenses and related costs for those individuals displaced by grant activities; and

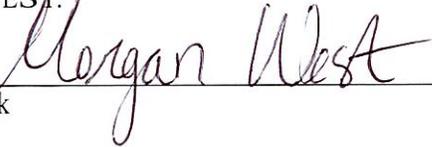
**WHEREAS**, an Optional Coverage Relocation Plan has been prepared and has been reviewed by the Board of Commissioners of Yancey County; and

**WHEREAS**, it is the desire of Yancey County to foster such worthy objectives with the Community Development Block Grant Program.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners of Yancey County, North Carolina hereby adopt the attached policy of Optional Coverage Relocation Plan, as set forth in Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended. Such plan is to cover any and all financial obligations incurred during any necessary relocation of affected citizens.

Adopted this 14<sup>th</sup> day of April, 2025.

  
Chairman

ATTEST:  
  
Clerk

**RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION  
ASSISTANCE PLAN**

Yancey County will replace all occupied and vacant occupiable low/moderate income dwelling units demolished or converted to a use other than as low/moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR Section 42.325.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expanding funds that will directly result in such demolition or conversion, Yancey County will make public the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units; and
6. The basis for concluding that each replacement dwelling will remain a low/moderate income dwelling unit for at least ten (10) years from the date of initial occupancy;
7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the housing needs of lower-income households in the jurisdiction.

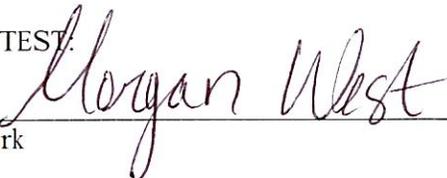
Yancey County will provide relocation assistance, as described in 24 CFR Section 42.325 to each low/moderate income household displaced by the demolition of housing or by the conversion of a low/moderate income dwelling unit to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the Act, Yancey County will take the following steps to minimize the displacement of persons from their homes:

- 1) The County will attempt to renovate deteriorated units instead of demolishing them.
- 2) Only units which are beyond economical repair will be demolished.
- 3) Where feasible, the County will seek to locate community facilities and related development activities so as to minimize the impact on low/moderate occupied or vacant occupiable dwellings.

Adopted this 14<sup>th</sup> day of April, 2025.

  
\_\_\_\_\_  
Chairman

ATTEST:  
  
\_\_\_\_\_  
Clerk

## EQUAL EMPLOYMENT AND PROCUREMENT PLAN

The Yancey County maintains the policy of providing equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age is a bona fide occupation qualification for employment.

In furtherance of this policy the County prohibits any retaliatory action of any kind taken by any employee of the County against any other employee or applicant for employment because that person made a charge, testified, assisted or participated in any manner in a hearing, proceeding, or investigation of employment discrimination.

The County shall strive for greater utilization of all persons by identifying previously underutilized groups in the work force, such as minorities, women, and the handicapped, and making special efforts toward their recruitment, selection, development, and upward mobility and any other term, condition, or privilege of employment.

Responsibility for implementing equal opportunities and Affirmative Action measures is hereby assigned to the County Manager and/or other persons designated by the manager or Board of Commissioners to assist in the implementation of this policy statement.

The County shall develop a self-evaluation mechanism to provide for periodic examination and evaluation. Periodic reports as requested on the progress of equal Employment Opportunity and Affirmative Action will be presented to the Board of Commissioners by the County Manager.

The County is committed to this Policy and is aware that with its implementation, the County will receive positive benefits through the greater utilization and development of all human resources.

Adopted this 14<sup>th</sup> day of April, 2025.

  
Chairman

ATTEST:

  
Clerk

## YANCEY COUNTY COMPLAINT PROCEDURE

Yancey County has Community Development Block Grant (CDBG) projects currently in progress. The County has put in place the following procedure to handle complaints regarding their ongoing CDBG program(s).

During the Application Process:

If an applicant feels that his/her application was not fairly reviewed and would like to appeal the decision made concerning it, he/she should contact the County Manager within 5 days of the initial decision and voice their concern.

If the applicant remains dissatisfied with the decision, a detailed complaint should be submitted in writing within 10 days of the initial decision made on the application. Yancey County will respond in writing to any complaints or appeals within 10 business days of receiving written comments.

During the Rehabilitation Process:

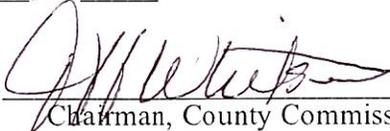
If the homeowner feels that construction is not being completed according to the contract, he/she must inform the contractor and Program Administrator. The Program Administrator will inspect the work in question consulting the Yancey County Building Inspector as necessary.

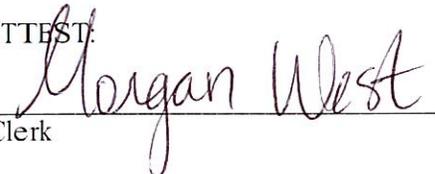
If the work is found to not be in compliance with the work write-up, the Program Administrator will review the work write-up with the contractor to remedy the situation. In the event the problem persists, a mediation conference between the homeowner and the contractor will be convened by the Program Administrator and facilitated by the County Manager.

Should the mediation conference fail to resolve the dispute, the County Manager will render a final written decision. If the Program Administrator find the work is being completed according to the work write-up, the complaint will be noted. Then the Program Administrator will discuss the concern and the reason for the County Manager's decision with the homeowner.

If you have any questions about the complaint procedure or would like to register a complaint, please contact The Yancey County Manager at 110 Town Square, Room 11, Burnsville, NC 28714 or by phone at (828) 682-3971 or, for the hearing impaired, TTY assistance is available at 7-1-1.

ADOPTED, this 14<sup>th</sup> day of April, 20 25.

By:   
Chairman, County Commissioners

ATTEST:  
  
Clerk

SEAL

# Providing Meaningful Communication with Persons with Limited English Proficiency

Yancey County  
April 2025 – April 2028

*The purpose of this Policy and Plan is to ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws and their implementing regulations with respect to persons with limited English proficiency (LEP). Title VI of the Civil Rights Act of 1964 prohibits discrimination based on the ground of race, color or national origin by any entity receiving federal financial assistance. Administrative methods or procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations, are prohibited.*

## **POLICY:**

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by Yancey County will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in benefits and services for which such persons qualify. This Policy defines the responsibilities the agency has to ensure LEP individuals can communicate effectively.

## **DEFINITIONS:**

**Limited English Proficient (LEP) individual** – Any prospective, potential, or actual recipient of benefits or services from the agency who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies.

**Vital Documents** – These forms include, but are not limited to, applications, consent forms, all compliance plans, bid documents, fair housing information, citizen participation plans, letters containing important information regarding participation in a program; notices pertaining to the reduction, denial, or termination of services or benefits, the right to appeal such actions, or that require a response from beneficiary notices advising LEP persons of the availability of free language assistance, and other outreach materials.

**Title VI Compliance Officer:** The person or persons responsible for administering compliance with the Title VI LEP policies.

**Substantial number of LEP:** 5% or 1,000 people, whichever is smaller, are potential applicants or recipients of the agency and speak a primary language other than English and have limited English proficiency.

## **PROCEDURES:**

### **1. IDENTIFYING LEP PERSONS AND THEIR LANGUAGE**

Yancey County will promptly identify the language and communication needs of the LEP person. Staff will use a language identification card (or “I speak cards,” provided by the Rural Economic Development Division (REDD) and LEP posters to determine the language. In addition, when records are kept of past interactions with individuals or family members, the language used to communicate with the LEP person will be included as part of the record.

### **2. OBTAINING A QUALIFIED INTERPRETER**

List the current name, office telephone number, office address and email address of the Title VI compliance officers:

Morgan West  
Yancey County Projects Manager  
110 Town Square  
Room 11  
Burnsville, NC 28714  
(828) 682-3971  
[morgan.west@yanceycountync.gov](mailto:morgan.west@yanceycountync.gov)

**Check all methods that will be used:**

- Maintaining an accurate and current list showing the language, phone number and hours of availability of bilingual staff (*provide the list*):
- Contacting the appropriate bilingual staff member to interpret, in the event that an interpreter is needed, if an employee who speaks the needed language is available and is qualified to interpret;
- Obtaining an outside interpreter if a bilingual staff or staff interpreter is not available or does not speak the needed language.

*(Identify the agency(s) name(s) with whom you have contracted or made arrangements)*

Have/has agreed to provide qualified interpreter services. The agency's (or agencies') telephone number(s) is/are (*insert number (s)*), and the hours of availability are (*insert hours*).

Other (*describe*):

*All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.*

Some LEP persons may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by that individual and **after** the LEP person has understood that an offer of an interpreter at no charge to the person has been made by the facility. Such an offer and the response will be documented in the person's file. If the LEP person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest should be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person.

Children and other residents will **not** be used to interpret, in order to ensure confidentiality of information and accurate communication.

### 3. PROVIDING WRITTEN TRANSLATIONS

- i. Yancey County will set benchmarks for translation of vital documents into additional languages. *(please ensure to keep records of those documents that apply to your agency)*
- ii. When translation of vital documents is needed, Yancey County will submit documents for translation into frequently-encountered languages.
- iii. Facilities will provide translation of other written materials, if needed, as well as written notice of the availability of translation, free of charge, for LEP individuals.

#### **4. PROVIDING NOTICE TO LEP PERSONS**

Yancey County will inform LEP persons of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand. Example: The notification will include, in the primary language of the applicant/recipient, the following language: IMPORTANT: IF YOU NEED HELP IN READING THIS, ASK THE AGENCY FOR AN INTERPRETER TO HELP. AN INTERPRETER IS AVAILABLE FREE OF CHARGE.

All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the person being served, and individuals and their families will be informed of the availability of such assistance free of charge.

At a minimum, notices and signs will be posted and provided in intake areas and other points of entry, including but not limited to the main lobbies, waiting rooms, etc.

##### **Yancey County Courthouse**

Notification will also be provided through one or more of the following: outreach documents, telephone voice mail menus, local newspapers, radio and television stations, and/or community-based organizations

##### **Yancey Common Times Journal**

#### **5. MONITORING LANGUAGE NEEDS AND IMPLEMENTATION**

On an ongoing basis, Yancey County will assess changes in demographics, types of services or other needs that may require reevaluation of this policy and its procedures. In addition, Yancey County will regularly assess the efficacy of these procedures, including but not limited to mechanisms for securing interpreter services, complaints filed by LEP persons, feedback from residents and community organizations, etc.

##### **I. Compliance Procedures, Reporting and Monitoring**

###### **A. Reporting**

The agency will complete an annual compliance report and send this report to REDD. (Format will be supplied by REDD)

###### **B. Monitoring**

The agency will complete a self-monitoring report on a quarterly basis, using a standardized reporting system proposed by the local government. These reports will be maintained and stored by the Title VI Compliance Officer and will be provided to the REDD upon request.

The agency will cooperate, when requested, with special review by the REDD.

##### **II. Applicant/Recipient Complaints of Discriminatory Treatment**

## A. Complaints

The agency will provide assistance to LEP individuals who do not speak or write in English if they indicate that they would like to file a complaint. A complaint will be filed in writing, contain the name and address of the person filing it or his/her designee and briefly describe the alleged violation of this policy. The form can be found at <https://www.nccommerce.com/documents/cdbg-compliance-plans>.

The agency will maintain records of any complaints filed, the date of filing, actions taken and resolution.

The agency will notify the appropriate section within REDD of complaints filed, the date of filing, actions taken and resolution. This information will be provided within 30 days of resolution.

## B. Resolution of Matter

If the matter cannot be resolved by informal means, the individual will be informed of his or her right to appeal further to REDD. This notice will be provided in the primary language of the individual with Limited English Proficiency.

The REDD Compliance Office will conduct an investigation of the allegations of the complaint. The investigation will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.

The investigation will not exceed 30 days, absent a 15-day extension for extenuating circumstances.

If the investigation indicates a failure to comply with the Act, the local unit of government, agency Director or his/her designee will so inform the recipient and the matter will be resolved by informal means whenever possible within 60 days.

If the matter cannot be resolved by informal means, then the individual will be informed of his or her right to appeal further to the Department of Justice. This notice will be provided in the primary language of the individual with Limited English Proficiency.

If not resolved by REDD, then complaint will be forwarded to Department of Justice (DOJ), Department of Housing and Urban Development (HUD) Field Office.

SUBMITTED AND ADOPTED BY:

Jeff Whitson

Chairman of the Board



Signature of Chairman of the Board

4/14/2025

Date

## Recipient's Plan to Further Fair Housing

**Grantee: Yancey County**

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**Recipient's Address: 110 Town Square, Room 11, Burnsville, NC 28714**

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**Contact Person: Lynn Austin**

**Contact Phone #: (828) 682-3971**

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**Contact Email:**

**lynn.austin@yanceycountync.gov**

**TDD/RelayNC # : 7-1-1**

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- I. Indicate if the Recipient will be affirmatively furthering fair housing for the first time or has implemented specific activities in the past.**

First Time  X

Past Activities \_\_\_\_\_

- II. Identify and analyze obstacles to affirmatively furthering fair housing in recipient's community.** (Use additional pages as necessary)

The primary obstacles to affirmatively furthering fair housing in Alleghany County are the following:

1. A large number of people within the community are unaware of the existence of fair housing laws;
2. Many residents do not understand the rights and responsibilities of individuals covered by fair housing laws;

- III. Will the above activities apply to the total municipality or county?**

Yes  X

No \_\_\_\_\_

**If no, provide an explanation.**

(Use additional pages as necessary)

- IV. Briefly describe the quarterly activities that the recipient will undertake over the active period of the grant to affirmatively further fair housing in their community. A time schedule and estimated cost for implementation of these activities must be included. *Activities must be scheduled for implementation at least on a quarterly basis.*** (Use attached table)

**Grantee: Yancey County**

<b>Quarterly Fair Housing Activity</b>	<b>Months</b>	<b>Year</b>	<b>Estimated Cost</b>	<b>Actual Cost</b>
Adopt Fair Housing policy, Complaint Procedure, and Analysis of Impediments	April-June	2025	\$0.00	
Publish FH Complaint Procedure in local newspaper and post in County buildings	July-Sept	2025	\$150.00	
Provide the County Buildings with FH information	Oct. – Dec.	2025	\$30.00	
In March Adopt a Fair Housing Resolution in support of Fair Housing Month (April)	Jan.- Mar.	2026	\$0.00	
Post Fair Housing Resolution and Current FH Complaint Procedure on County website.	Apr.- June	2026	\$0.00	
Provide area realtors and local lenders with HUD homebuyer information.	July - Sept.	2026	\$30.00	
Provide County buildings with landlord/tenant information.	Oct. – Dec.	2026	\$20.00	
Provide local Cooperative Extension and Social Services office with Fair Housing and HUD homebuyer materials.	Jan.- Mar.	2027	\$30.00	
Provide local Churches and Faith Based Organizations with Fair Housing information	Apr.- June	2027	\$30.00	
Replenish landlord/tenant information in County Buildings as necessary	July - Sept.	2027	\$20.00	
Replenish FH brochures as needed in County buildings.	Oct. – Dec.	2027	\$20.00	

V. **Describe recipient's method of receiving and resolving housing discrimination complaints. This may be either a procedure currently being implemented or one to be implemented under this CDBG grant. Include a description of how the recipient informs the public about the complaint procedures. (Use additional pages as necessary)**

- 1) Any person or persons wishing to file a complaint of housing discrimination in Alleghany County may do so by **informing the County Manager** of the facts and circumstance of the alleged discriminatory acts or practice.
- 2) Upon receiving a housing discrimination complaint, the County Manager shall acknowledge the complaint within **10 days in writing** and inform the NC Department of Commerce and the North Carolina Human Relations Commission about the complaint.
- 3) The County Manager shall **offer assistance** to the Commission in the investigation and reconciliation of all housing discrimination complaints which are based on events occurring in the county.
- 4) The County Manager shall **publicize** in the local newspaper, with the TDD#, who is the local agency to contact with housing discrimination complaints.

**Approved By:**

<b>Jeff Whitson, Chairman</b>		<b>April 14, 2025</b>
Name and Title of Chief Elected or Executive Officer	Signature	Date

# YANCEY COUNTY FAIR HOUSING COMPLAINT PROCEDURE

Yancey County has Community Development Block Grant (CDBG) projects currently in progress. The CDBG program requires that a Fair Housing plan and complaint procedure be adopted by the County.

Housing discrimination is prohibited by Title VIII of the Civil Rights Act of 1968 and by the North Carolina State Fair Housing Act. In an effort to promote fair housing and to ensure that the rights of housing discrimination victims are protected, Yancey County has adopted the following procedures for receiving and resolving housing discrimination complaints:

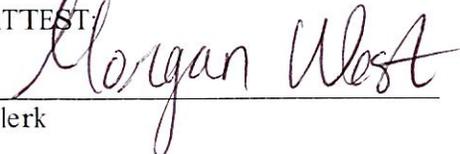
1. Any person or persons wishing to file a complaint of housing discrimination in Yancey County may do so by informing the Yancey County Manager of the facts and circumstances of the alleged discriminatory act or practice;
2. Upon receiving a housing discrimination complaint, the Yancey County Manager shall inform the North Carolina Human Relations Commission (Commission) about the complaint. The Yancey County Manager shall then assist the Commission and the complainant in filing an official written housing complaint with the Commission, pursuant to the State Fair Housing Act and Title VIII;
3. The Yancey County Manager shall offer assistance to the Commission in the investigation and conciliation of all housing discrimination complaints, which are based upon events occurring in Yancey County.
4. The Yancey County Manager shall publicize that the Yancey County Manager is the local official to contact with housing discrimination complaints based upon events occurring in Yancey County by posting this complaint procedure in the County Administration Building and Courthouse and publishing it in the local newspaper.
5. All complaints shall be acknowledged within ten (10) days of receipt.

If you have any questions about the complaint procedure or would like to register a complaint, please contact The Yancey County Manager by mail at 110 Town Square, Room 11, Burnsville, NC 28714 or by phone at (828) 682-3971 or for TDD assistance call 7-1-1.

Adopted this 14<sup>th</sup> day of April, 2025.

  
Chairman

ATTEST

  
Clerk

**AGREEMENT**  
**Between the**  
**High Country Council of Governments and Yancey County**  
**For the Provision of**  
**GRANT ADMINISTRATION ASSISTANCE**  
**CDBG - NEIGHBORHOOD REVITALIZATION PROGRAM**

**April 1, 2025 – December 31, 2027**

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

WHEREAS, the Planning Agency is empowered to provide planning assistance by the North Carolina General Statutes. Planning assistance shall consist of the provision of grant administration assistance regarding Yancey County's CDBG Neighborhood Revitalization Project Number **23-C-4180**, more fully described on Attachment A to this Agreement; and

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

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

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

- 1) *Scope of Services* – Detailed in Attachment A of this Document
- 2) *Compensation* - The Local Government will pay the Planning Agency a maximum sum of **\$100,000** (One Hundred Thousand dollars), which includes **\$3,500** (Three Thousand Five Hundred dollars) for grant preparation and **\$96,500** (Ninety-Six Thousand Five Hundred dollars) for the satisfactory performance of all services related to the administration of the project as described in the attached scope of services (Attachment A). It is expressly understood that the total compensation shall not exceed the maximum sum specified without prior approval of both agencies.

- 3) *Time of performance* - The Planning Agency shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning April 1, 2025 – December 31, 2027.
- 4) *Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials* - no member, officer, or employee of the Planning Agency, or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
- 5) *Nondiscrimination Clause* - No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
- 6) *Age Discrimination Act of 1975, as amended* - No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.
- 7) *Section 504, Rehabilitation Act of 1973, as amended* - No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.
- 8) *Access to Records and Record Retainage* - All official project records and documents must be maintained during the operation of this project and for a period of three years following closeout, in compliance with 15 NCAC 13L Rule .0911, Record keeping. The North Carolina Department of Commerce, the North Carolina Department of Treasurer, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Planning Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examination, excerpts, and transcriptions in compliance with 15 NCAC 13L Rule .0911, Record keeping.

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

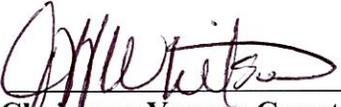
IN WITNESS WHEREOF, the Planning Agency and the Local Government have executed this Agreement as of April 14, 2025.

**For the Local Government**

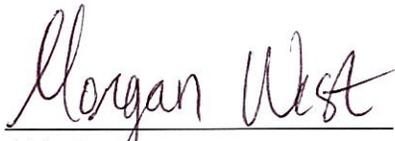
**For the Planning Agency**

**COUNTY OF YANCEY**

**HIGH COUNTRY  
COUNCIL OF  
GOVERNMENTS**

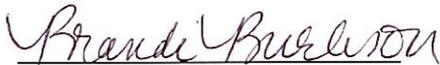
By:   
**Chairman Yancey County  
Board of Commissioners**

By: \_\_\_\_\_  
**Executive Director**

  
**Attest**

\_\_\_\_\_  
**Attest**

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

  
**Brandi Buelson**  
Yancey County Finance Officer

**2025-3**

\_\_\_\_\_  
HCCOG Contract Number

# ATTACHMENT A

## Scope of Services Yancey County CDBG – Neighborhood Revitalization Project

### Scope of Services/Staff Assignment

The Scope of Services includes activities associated with the project administration and service delivery. The High-Country Council of Governments will assign Michelle Ball, High Country Regional Planner, the responsibility of administering the Yancey County CDBG- Neighborhood Revitalization Project CDBG Number 23-C-4180. Chris Grubb, Director of Planning and Development will provide overall supervision of this project.

The scope of services will include the following:

- 1) Maintain on file all correspondence, agreements, and documentation relating to project administration activities.
- 2) Maintain documentation on the use of all project funds.
- 3) Process the Requisition for CDBG funds as necessary.
- 4) Complete all environmental review procedures.
- 5) Prepare all required public notices for publication, including request for Release of Funds.
- 6) Prepare necessary CDBG compliance documents required by the Department of Commerce including, but not limited to: Fair Housing Plan, Fair Housing Analysis of Impediments, Section 3 Plan, Language Access Plan, Citizen Participation Plan, and 504/ADA Documents.
- 7) Conduct quarterly Fair Housing activities outlined in Fair Housing Plan.
- 8) Prepare project amendments, if needed.
- 9) Verify homeowner's eligibility for the program based on information collected from homeowner by the County.
- 10) Submit quarterly progress reports to the local government which would include a list of all project activities, expenditures, description of work in progress, and information of any problems with the project.
- 11) Assist the Local Government with required Annual Performance Reports.
- 12) Assist the Local Government in closeout procedures.

### **Responsibilities expected of the County**

- 1) Coordinate with local health department to obtain well and septic permits as necessary.
- 2) Coordinate lead-based paint inspections of pre-1978 homes in compliance with CDBG regulations as necessary.
- 3) Perform initial rehabilitation inspections, interim inspections and final inspections.
- 4) Perform work write-ups on the homes scheduled for rehabilitation or reconstruction.
- 5) Prepare bid documents and solicit bids from area contractors for rehabilitation and reconstruction assistance.
- 6) Coordinate bid openings.
- 7) Review program documents, legal documents, and rehabilitation contracts with homeowner and arrange for documents to be signed by *all* owners of the property.
- 8) Coordinate the rehabilitation work with the contractor *and* homeowner.
- 9) Prepare change orders as necessary.
- 10) Coordinate reconstruction activities including clearance of existing home, set up of new home, and arrangement of temporary relocation for homeowner if necessary.
- 11) Maintain complete files on each rehabilitation and relocation job with all documentation required by program regulation

**Time of Performance**

The High-Country Council of Governments proposes to complete all activities involved in administration of the Yancey County CDBG Neighborhood Revitalization Project in a 33-month period beginning April 1, 2025 through December 31, 2027.

**Cost**

Administrative Budget

The High-Country Council of Governments will provide the above services, which includes project administration and services associated with the housing rehabilitation and relocations for a fee of \$100,000. The budget is broken down as follows:

Administration*	\$96,500
<u>Grant Preparation</u>	<u>\$3,500</u>
<i>Total</i>	<i>\$100,000</i>

\* includes salaries, fringe benefits, and indirect costs

**Amendments**

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

## **ATTACHMENT B**

### **Assurances of Compliance**

#### **Executive Order 11246**

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

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

remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

### **Section 3 Clause**

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

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulation.
- C. The contractor agrees to send each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 2 clause, and will post copies of the notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violations of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogations of compliance with section 7(b).

### **Lobbying Clauses**

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

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

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

COUNTY MANAGER  
Lynn Austin



COMMISSIONERS  
David Grindstaff  
Stacey McEntyre Greene  
Mark Ledford  
Sandi Norton  
Jeff Whitson

## YANCEY COUNTY

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

April 14, 2025

John Brooks, CDBG Section Chief  
North Carolina Department of Commerce  
Rural Economic Development Division  
4346 Mail Service Center  
Raleigh, North Carolina 27699-4346

Re: Yancey County Neighborhood Revitalization Program #23-C-4810  
Build America, Buy America (BABA) Act

Dear Mr. Brooks,

This letter is to provide assurance that Yancey County is aware of the Build America, Buy America Act requirement for CDBG grants and that it applies to the County's CDBG-NR #23-C-4810 program.

Please contact Michelle Ball at High Country Council of Governments at (828) 265-5434, ext. 115 with any questions or concerns you may have or if you require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Whitson', with a long horizontal flourish extending to the right.

Jeff Whitson, Chairman  
Board of Commissioners

COUNTY MANAGER  
Lynn Austin



COMMISSIONERS  
David Grindstaff  
Stacey McEntyre Greene  
Mark Ledford  
Sandi Norton  
Jeff Whitson

## YANCEY COUNTY

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

April 14, 2025

John Brooks, CDBG Section Chief  
North Carolina Department of Commerce  
Rural Economic Development Division  
4346 Mail Service Center  
Raleigh, North Carolina 27699-4346

Re: Yancey County Neighborhood Revitalization Program #23-C-4810  
Use of Experienced CDBG Administrator

Dear Mr. Brooks,

This letter is to provide assurance that Yancey County will be using an experienced administrator for abovementioned project. High Country Council of Governments will manage the CDBG administration of the project through a subcontract with the County. The Council has administered several CDBG Scattered Site Projects, CDBG-Infrastructure, and CDBG Economic Development projects in Yancey County and throughout their region. Michelle Ball, Regional Planner, has been assigned the responsibility of administering the above referenced project. Chris Grubb, Director of Planning and Development will provide overall supervision of the project.

Please contact Michelle Ball at High Country Council of Governments at (828) 265-5434, ext. 115 with any questions or concerns you may have or if you require additional information.

Sincerely,

Jeff Whitson, Chairman  
Board of Commissioners

COUNTY MANAGER  
Lynn Austin



COMMISSIONERS  
David Grindstaff  
Stacey McEntyre Greene  
Mark Ledford  
Sandi Norton  
Jeff Whitson

## YANCEY COUNTY

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

April 14, 2025

John Brooks, CDBG Section Chief  
North Carolina Department of Commerce  
Rural Economic Development Division  
4346 Mail Service Center  
Raleigh, North Carolina 27699-4346

Re: Yancey County Neighborhood Revitalization Program #23-C-4810  
Work Write-up Condition

Dear Mr. Brooks,

This letter is to provide assurance that Yancey County will submit all work write-ups on all selected units to participate in the County's CDBG-NR #23-C-4810 program to REDD prior to rehabilitation of the units.

Please contact Michelle Ball at High Country Council of Governments at (828) 265-5434, ext. 115 with any questions or concerns you may have or if you require additional information.

Sincerely,

Jeff Whitson, Chairman  
Board of Commissioners

**THE GREAT STATE OF NORTH CAROLINA**  
**Counties of Avery, Mitchell, Yancey**  
**And the Town of Spruce Pine**

**Agreement Governing the Withdrawal of Yancey County**  
**from the Avery,-Mitchell- Yancey Library**

**WHEREAS**, pursuant to the terms and provisions of an Agreement commencing 1 July 2021 entitled “Contract for AMY Regional Library”, (hereinafter “Contract”), Yancey County, Avery County, Mitchell County, and the Town of Spruce Pine, (hereinafter “Parties”) organized the Avery-Mitchell-Yancey Regional Library (hereinafter “System”); and

**WHEREAS**, Paragraph VII entitled “Provisions for Withdrawal” of the Contract addressed the process and effect of a Party to the Contract that elected to withdraw from the System. Paragraph VI entitled “Provisions for Amendment” of the Contract addressed the process and effect of the Parties’ amendment to the Contract; and

**WHEREAS**, Yancey County has elected to withdraw from the System and has properly given notice as required by the Contract and the withdrawal is effective 30 June 2025; and

**WHEREAS**, subsequent to the notice and prior to the effective date of the withdrawal, the Parties have entertained conversations and held negotiations to address common issues to the Parties arising out of the withdrawal including, without limitation, distribution of property and planning future budgets, such that the citizens and residents of Yancey County, Avery County, and Mitchell County (including the Town of Spruce Pine) would best be served by the resulting Library Systems; and

**WHEREAS**, in furtherance of the above-stated objective, the Parties have caused: **1)** an inventory to be prepared of the books and materials presently located in the Yancey County Public Library which is commonly known as the Yancey Collection and is itemized in an Excel spreadsheet and electronically stored as item #2024111; **2)** an inventory of the items of tangible business/personal property located at Yancey County Public Library; and **3)** a list of the accounts being held on behalf of the Yancey County Public Library, all of which are attached hereto as Exhibit A, B and C, respectively (hereinafter collectively “Yancey Assets”); and

**WHEREAS**, the Parties have also discussed the distribution of any real property located in Yancey County acquired or used in connection with the System, including, without limitation, **1)** that parcel on which is presently located the Yancey County Public Library (hereinafter “Yancey County Public Library Facility”); and **2)** that parcel on which is presently located the AMY Regional Library Central Office (hereinafter, “AMY Regional Library Facility”). Both parcels referenced above are titled in the name of Yancey County.

**NOW THEREFORE**, the Parties, their heirs, and assigns, in consideration of the mutual benefits given and received by the Parties hereto, the receipt of which is acknowledged, and pursuant to Resolutions adopted by each Governing Board agree as follows:

- 1) That Yancey County is the owner of and is entitled to receive upon withdrawal the Yancey Assets, the Yancey County Public Library Facility, the AMY Regional Library Facility, and all real estate, if any, located in Yancey County and titled in the name of Yancey County used on or acquired in connection with the System. The other Parties hereto do hereby release, remise, and convey all their claims in said property to Yancey County.
- 2) That Yancey County will lease to the other Parties the AMY Regional Library Facility upon the terms and provisions of the Lease Agreement attached hereto as Exhibit D.
- 3) That, to the extent necessary to effectuate the terms and provisions of this Agreement, the Contract is amended. Except as amended herein, the Contract remains in full force and effect.

**IN WITNESS WHEREOF**, the Parties set their hands and seals as follows:

Mitchell County on this \_\_\_ day of \_\_\_\_\_, 2025 by

\_\_\_\_\_  
Chairman, Board of Commissioners

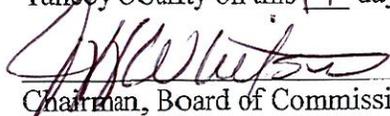
\_\_\_\_\_  
Attest, Clerk

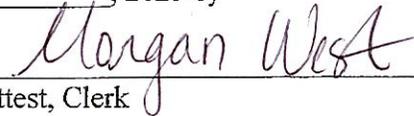
Avery County on this the \_\_\_ day of \_\_\_\_\_, 2025 by

\_\_\_\_\_  
Chairman, Board of Commissioners

\_\_\_\_\_  
Attest, Clerk

Yancey County on this 14<sup>th</sup> day of April, 2025 by

  
\_\_\_\_\_  
Chairman, Board of Commissioners

  
\_\_\_\_\_  
Attest, Clerk

Town of Spruce Pine on this \_\_\_ day of \_\_\_\_\_, 2025 by

\_\_\_\_\_  
Chairman, Board of Commissioners

\_\_\_\_\_  
Attest, Clerk

**EXHIBIT "A"**

All books and materials presently located in the Yancey County Public Library commonly known as the Yancey Collection and itemized on an Excel spreadsheet electronically stored as item #20241111.

**EXHIBIT "B"**

**UPSTAIRS**

**Fiction Room**

- 1 Round Wooden Table (40 in.)
- 2 Black Floor Rocking Gaming Chairs
- 2 Square Bean Bag Ottomans
- 4 Orange Plastic VS America Brand Chairs
- 1 Black Magazine Side Table Offi & Co Brand
- 3 Double Study Carrels Wooden
- 6 Wooden Chairs with Red Cushions
- 4 Wooden Armchairs with Red Cushions
- 1 (42 in.) Wooden Padded Bench
- 2 (L 146 in. x 72 in. H) Red Bookshelves
- 5 (L 182 in. x 84 in. H) Red Bookshelves
- 1 (L 146 in. x 84 in. H) Red Book Shelf
- 1 Brown Couch
- 1 Brown Loveseat
- 1 Table Lamp
- 2 Wooden Side Tables with Glass Stops
- Framed Photograph of Linville Falls by David McRary
- Framed Photograph Titled PP Yancey by David McRary
- Daffodil Painting Framed
- Framed Painting Watercolor Cabin

**Tutor Room**

- 1 (L 47 in. x 23 in W) Wooden Table
- 4 Wooden Chairs

**Small Conference Room**

- 1 (L 95 in. x 47.5 in W)
- 10 Wooden Chairs
- 1 Podium
- 1 (60 in.) LG TV
- Tele meeting Equipment

**Leisure Reading Area**

- 1 Striped Couch
- 2 Red Armchairs
- 1 Table Lamp
- 1 Wooden Side Table
- 4 Red VS America Brand Plastic Chairs
- 1 Owl Quilt Painting

- 1 (40 in.) Round Wooden Table
- 1 (L 39 in. x 18 in. W) Coffee Table

#### Large Conference Room

- 6 (L 70 in. x 28 in. W) White Tables with Wheels
- 83 Red Metal Folding Chairs
- 1 Hitachi CP-WX4022WN 3LCD Projector
- 1 Extron Brand Projection System (Projector Screen and Technology Cabinet)
- 4 Framed Paintings
- Amplifier and Control System

#### Upstairs Kitchen

- 1 Microwave
- 1 Stove
- 1 Refrigerator

#### Stairs

- 9 Framed Historical Photos of Yancey Collegiate Institute

### **DOWNSTAIRS**

#### Entryway

- 1 Framed and Mounted Quilt
- 1 (L 33 in. x 32 in. W) Wall Mounted Pamphlet Organizer
- 1 (L 45 in. x 24 in. W) Table
- 1 (L 36 in. x 21 in. W) Table

#### Nonfiction

- 1 (L 35.5 in. x 30 in.) Catalog Computer Desk
- 2 (42 in.) Padded Benches
- 1 Wooden Armchair with Red Cushions
- 2 (L 74 in. x 86 in. H) Red Bookshelves
- 1 (L 290 in. x 86 in. H) Red Bookshelf
- 1 (L 182 in. x 86 in. H) Red Bookshelf
- 1 (L 218 in. x 86 in. H) Red Bookshelf
- 1 (L 184 in. x 84 in. H) Wall Mount Bookshelf
- 1 Framed Yancey NC Print
- 1 (L 35 in. x 29 in. W) Desk
- 1 Wooden Chair

#### Biography/ Reference

- 1 (L 35.5 in. x 30 in.) Desk
- 1 (L 182 in. x 66 in. H) Red Book Shelf

### Easy Section

- 2 Asus Kids Computers
- 12 Red Kids VS America Brand Plastic Chairs
- 4 Kids Wooden Chairs
- 3 (L 41 in. x 41 in. W) Tables
- Green Tractor Play Equipment
- 1 (L 112 in. x 43 in. H) Red Bookshelf
- 1 (L 184 in. x 43 in. H) Red Bookshelf
- 1 Rocking Chair
- 2 Orange Corner Cushion Seats
- 2 Framed Historical Pictures about Dorothy Thomas

### Juvenile Section

- 1 (40 in.) Round Wooden Table
- 4 Orange Plastic VS America Brand Chairs with Wheels
- 2 Orange Plastic VS America Brand Chairs
- 1 (L 36 in. x 24 in. W) Wooden Storage Unit
- 1 (L 34. X 34 in. W) Lego Table
- 1 (L 48 in. x 24 in. W) Lego Display Board
- 2 Plastic Accordion Stools
- 1 (L 36 in. x 24 in. W) Wooden Shelving Unit
- 2 (L 108 in. x 72 in. H) Wooden Bookshelves
- 1 (L 84 in. x 36 in. H) Wooden Shelving Unit
- 1 (L 68 in. x 28 in. H) wooden Shelving Unit
- 1 (L 23 in. x 17 in. H) Cork Board

### Computer Lab

- 2 (40 in.) Round Wooden Tables
- 4 Round Divided Computer Lab Tables
- 3 Wooden Armchairs with Red Cushions
- 1 Microfilm Viewer
- 1 Metal File Cabinet for Microfilm
- 8 Computers with Monito, Keyboard, Mouse
- 8 Charging Grommets
- 1 (L 18 ft x 6.5 ft) Metal Wall Mounted Shelving Unit
- 6 Framed Prints
- 1 (L 4 ft x 2 ft W) Wooden Table
- 1 Hitachi CP-WX4022WN 3LCD Projector with Screen

### Periodical Section

- 1 (L 9 ft x 7.5 ft H) Magazine Rack with Storage
- 1 (L 33in. x 32 in. W) Wall Mounted Pamphlet Organizer

- 1 (L 9 ft x 6 ft W) Wooden Bookshelf
- 2 (40 in) Round Wooden Tables
- 5 Wooden Chairs
- 2 Wooden Chairs with Red Cushions
- 4 Wooden Armchairs with Red Cushions
- 1 (L 4 ft x 2 ft W) Wooden Table
- 1 (L 3 ft x 2 ft W) Wooden Table
- 2 (42 in.) Padded Wooden Benches
- 3 (L 2 ft x 2 ft W) Wooden Side Tables
- 1 Decorative Table World Globe
- 1 Table Lamp
- 6 Framed Art Prints

#### Main Aisle Near Periodicals

- 1 (L 12 ft x 5 ft H) Red Bookshelf
- 1 (L 72 in. x 47 in. W) Wooden Table

#### New Book Display Area

- 1 Wooden Armchair with Red Cushion
- 1 (L 78 in. x 48 in. H) Wooden Bookshelf
- 1 Wood and Glass Display Cabinet

#### Front Desk/Offices

- 1 Carbon X1 Bambu Lab 3D Printer
- 18 1kg Rolls of Filament
- 3 Headphones Classroom Style
- 1 Microphone Set
- 1 Box of Lightweight Headphones
- 1 Box of Earbuds
- 1 Spanish Keyboard
- 2 Computers with Mouse, Monitor, and Keyboard
- 2 Scanners
- 3 Red Metal Book Carts
- 1 L Shaped Desk (L 66in x 32 in W)
- 2 5 Shelf Metal Racks
- 1 4 Drawer Metal File Cabinet
- 1 (L 66 in. x 30 in. W x 67 in. H) Desk With Storage
- 2 Red Office Chairs with wheels
- 1 Metal Filing Cabinet
- 1 Red Metal Hand Truck
- 2 (L 36 in. x 71 in. H) Wooden Bookshelves
-

**EXHIBIT "C"**

Cash funds held on behalf of the Yancey County Public Library are itemized as follows:

Special Projects & Materials Fund—

First Citizens Bank

Waldrep Trust -- \$75,000 (estimated balance after 6.30.25)

North Carolina Capital Management Trust

Matoka Rhinehart Estate -- \$92,760

Kivette Art Studio Estate Sale -- \$98,662

Herring-Kivette Art Gallery—

First Citizens Bank

CFWNC Herring-Kivette Restricted Trust -- \$21,000 (estimated balance after 6.30.25)  
{restricted use is to the Herring-Kivette Gallery located inside the library}

**EXHIBIT "D"**

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF YANCEY

1 July 2025

---

**THIS LEASE AGREEMENT** is made and entered into on this the day and year first above written, by and between, **YANCEY COUNTY, a Body Politic and Corporate of the State of North Carolina**, hereinafter referred to as Lessor, and **Avery County, Mitchell County, and the Town of Spruce Pine, each as a Body Politic and Corporate of the State of North Carolina**, hereinafter referred to collectively as Lessee; thus

**W I T N E S S E T H**

**THAT WHEREAS** the **LESSOR** is a political subdivision of the State of North Carolina and is presently providing property located at 289 Burnsville School Road, in Yancey County, North Carolina, and described particularly at Yancey County Deed Book 306, Page 285, for use as office space for the benefit of the AMY Regional Library (hereinafter, "Demised Premises"), and

**WHEREAS** Yancey County has withdrawn from the AMY Regional Library effective 30 June 2025, and pursuant to the terms of the Agreement Governing the said withdrawal has agreed to the terms of this Lease Agreement.

**NOW THEREFORE**, in consideration of the mutual benefits given and received by the parties hereto, the receipt of which is hereby acknowledged, the Lessor does hereby let and lease unto the Lessee the demised premises upon the following terms and provisions:

- 1) Term: The term of this Lease shall be for twelve (12) months commencing on 1 July 2025 and terminating on 30 June 2026. The Lease terms are specifically subject to the default provisions and automatic termination provisions as set forth in paragraph 11 below.
- 2) Basic Rent: There shall be no monetary remuneration for this lease.
- 3) Demised Premises: See above
- 4) Covenants Regarding Use of Property and Indemnification: The Demised Premises shall be used only for the purposes of providing office space for the Regional Library consisting of Mitchell County, Avery County, and the Town of Spruce Pine. The Lessee will keep and maintain and comply with all ordinances, laws and regulations of authorities regarding the use of the property. The Lessee does hereby further covenant and agree to and with the Lessor that it shall indemnify the Lessor against and shall hold the Lessor harmless from any and all liability which it may or might incur as a result of any damages at law or in equity as to the loss of person or property which

might incur by reason of the Lessee's occupation of the demised premises or the acts or omissions of the Lessee, its employees, agents, and/or invitees.

- 5) Covenant of Title and Quiet Enjoyment: The Lessor covenants and warrants to the Lessee that the Lessor has full right and lawful authority to enter into this Lease for the term hereof and that provided the Lessee is not in default hereunder, Lessee's quiet and peaceable enjoyment of the premises shall not be disturbed by anyone claiming through the Lessor.
- 6) Inspection: The Lessor shall have the right at all times to enter and inspect the demised premises upon reasonable notice to Lessee.
- 7) Insurance: The parties hereto do hereby covenant and agree that the Lessor has and shall maintain upon the demised premises insurance against loss from fire and hazard. The Lessee covenants to and with the Lessor that it shall maintain a policy of general liability insurance in the amount of \$1,000,000 per occurrence which shall insure against damage or loss to person or property pertaining to the use of the demised premises by the Lessee, specifically naming the Lessor as an additional loss-payee on any such policy of insurance. The Lessee further covenants to and with the Lessor that it shall main adequate insurance coverage upon any and all personal property, chattels, and inventory and products on hand so as to insure the same against damage or loss from fire or hazard.
- 8) Responsibilities of Lessee: The Lessee shall be responsible for any and all damages which occur on or about the facility as a result of its negligence; to make no additions or alterations to the facility without the express prior written approval of the Lessor; to keep the premises in as good condition, including routine maintenance and cleaning, and to return the premises to the Lessor at the termination of this agreement in as good a condition as it was received at the commencement hereof, ordinary wear and tear excepted.
- 9) Fire or Casualty: If the building or the demised premises or any portion thereof shall be damaged or destroyed by fire or other casualty, the Lessor or Lessee shall have the right to terminate this Lease effective as of the date of such damage or destruction. If the Lessor and Lessee do not elect to terminate this Lease, then the rentals shall abate during the period of reconstruction.
- 10) Assignment or Subletting: The Lessee shall not have the right to assign this Lease or to sublet the demised premises in whole or in part, without the prior written consent of the Lessor.
- 11) Default and Termination:
  - a) Each and every one and all of the following events shall constitute an event of default:

- i) If the Lessee fails to pay any sum due from it in strict accordance with the provisions of this Lease, and does not make such payment within five days of such payment being due as herein provided. For the purposes hereof all sum due from the Lessee shall constitute rentals whether denominated as rentals or otherwise elsewhere herein.
  - ii) If the Lessee fails to fully perform and comply with each and every condition and covenant of this Lease Agreement and such failure of performance continues for a period of fifteen days after notice thereof.
  - iii) If the Lessee vacates or abandons the demised premises.
- b) Upon the occurrence of any event of default as set forth herein above, the Lessor shall have the right, at its option, to utilize any one or more of the following rights:
- i) To cancel and terminate this Lease Agreement and all interests of the Lessee hereunder by giving notice of such cancellation and termination not less than ten days prior to the effective date of such termination. Upon the expiration of such ten day period, the Lessee shall have no further rights under this Lease Agreement.
  - ii) To re-let the demised premises or any part thereof for any term, with or without terminating the Lease, and at such rentals and on such other terms as the Lessor may elect, and to alter and repair the premises as the Lessor shall deem necessary.
  - iii) All other rights and remedies provided by law to Lessor with a defaulting Lessee, including all such money damages as the Lessor shall be entitled pursuant to the law of damages.
- c) In the event of any conflict between any of the provisions hereof regarding the amount of time that must elapse without cure after notice of breach before the same constitutes an event of default, then the provisions establishing the greatest amount of time to cure after notice shall prevail
- d) Termination: This Lease shall automatically terminate upon the earlier to occur of the following: 1) 30 June 2026 or 2) mutual agreement of the Parties.
- 12) Binding Effect & Complete Terms: The terms, covenants, conditions, and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by the Lessor and the Lessee and by their respective heirs, successors, and assigns. All negotiations and agreements of the Lessor and the Lessee are merged herein. No modification hereof or other purported

agreement of the parties shall be enforceable unless the same is in writing and signed by the Lessor and Lessee.

- 13) Construction of Lease: This lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of the same.
- 14) Maintenance and Utility Costs: Except for damages resulting from the negligence of the Lessee as set forth herein above the Lessor shall be responsible for all major repairs and maintenance of the demised premises, including without limitation, maintenance of the structural integrity of the building, roof, heating and cooling systems and water and sewer systems.
- Lessee shall be responsible for all utility costs to include without limitation electricity, heating and cooling services, water and sewer services, and minor maintenance items less than \$100.00.
- 15) Taxes: The demised premises are owned by the Lessor and no ad valorem taxes are due and payable on the demised premises. The Lessee shall be responsible for and timely pay all taxes due on all business personal property located upon the demised premises.
- 16) Waiver: No failure by the Lessor to exercise any rights hereunder to which the Lessor may be entitled shall be deemed a waiver of the Lessor's right to subsequently exercise the same. The Lessee shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of the Lessor's failure to timely assert its rights. No acceleration of rentals, regardless of how often occurring, which the Lessor chooses to ignore by thereafter accepting rental or other performance by the Lessee shall constitute a waiver of the right to thereafter accelerate rentals.
- 17) Notices: All notices required by this Agreement shall be forwarded to:

Lessee: Amber Briggs  
289 Burnsville School Rd.  
Burnsville, NC 28714

Lessor: Yancey County  
ATTN: Yancey County Manager  
110 Town Square, Room 11  
Burnsville, NC 28714

With Copies To: Mitchell County Manager  
26 Crimson Laurel Circle

Bakersville, NC 28705

Avery County Manager  
75 Linville Street  
Newland, NC 28657

Spruce Pine Mayor  
PO Box 189  
Spruce Pine, NC 28777

Notices, demands, and requests which shall be served upon the Lessor and Lessee in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder.

18) Integration Clause: Any stipulations, representations, or agreements, parol or written, made prior to or contemporaneously with this Agreement, shall have no legal or equitable consequences, and the only agreement made and binding on the parties hereto is contained herein and it is the complete and total integration of the intent and understanding of the Lessor and Lessee.

19) Statutory Authorization: That as stated herein above this Lease is made and entered into pursuant to NCGS 160A-272 and the authority to enter into this Lease has been appropriately delegated to Lynn Austin as Yancey County Manager by Resolution duly adopted and appearing in the minutes of the Yancey County Board of County Commissioners.

**IN TESTIMONY WHEREOF** the parties hereto have hereunto set their hands and have affixed their respective seals on this the day and year first above written.

\_\_\_\_\_  
**YANCEY COUNTY, a Body Politic and  
Corporate of the State of North Carolina,  
Lessor**

By: \_\_\_\_\_

**LYNN AUSTIN**

Title: County Manager

Attest:

By: \_\_\_\_\_

**MORGAN WEST**

Clerk



**MITCHELL COUNTY**

Lessee

By: \_\_\_\_\_

Title: Chairman

Attest:

By: \_\_\_\_\_

Clerk

**AVERY COUNTY**

By: \_\_\_\_\_

Title: Chairman

Attest:

By: \_\_\_\_\_

Clerk

**Town of Spruce Pine**

By: \_\_\_\_\_

Title: Chairman

Attest:

By: \_\_\_\_\_

Clerk

RESOLUTION

Of the Yancey County Board of County Commissioners  
Accepting Bid for Real Property and Authorizing Upset Bid Procedure

WHEREAS the Yancey County Board of County Commissioners (hereinafter "Board") is the owner of a tract of land located in the Burnsville Township, Yancey County, North Carolina, containing 4.78 acres, more or less, having a PIN of 073900192236000 and being more particularly described in that Deed recorded of record at Yancey County Deed Book 929, Page 365 (hereinafter "Property"); and

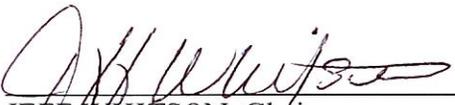
WHEREAS Mike Black (hereinafter "Offeror") has made an offer to purchase the Property for \$8,000.00; and

WHEREAS the Property is Surplus Property.

NOW THEREFORE be it hereby RESOLVED by the Board as follows (check the appropriate blank):

- 1) That the above referenced offer is rejected, or
- 2) That the Tax Supervisor is Directed to continue negotiations with the offeror, or
- 3) That the Board proposes to accept the offer and immediately proceed with the advertisement for upset bids as set forth in N.C. Gen. Stat. § 160A-269 at the conclusion of which the Board may award to the highest bidder or reject all bids.

Adopted this 14<sup>th</sup> day of April, 2025.

  
\_\_\_\_\_  
JEFF WHITSON, Chairman  
Yancey County Board of Commissioners

RESOLUTION

Of the Yancey County Board of County Commissioners  
Accepting Bid for Real Property and Authorizing Upset Bid Procedure

WHEREAS the Yancey County Board of County Commissioners (hereinafter "Board") is the owner of a tract of land located in the Jacks Creek Township, Yancey County, North Carolina, containing 1 acre, more or less, having a PIN of 082200680608000 and being more particularly described in that Deed recorded of record at Yancey County Deed Book 930, Page 62 (hereinafter "Property"); and

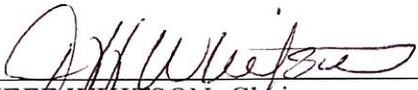
WHEREAS Scott and Crystal Garland (hereinafter "Offeror") has made an offer to purchase the Property for \$1,500.00; and

WHEREAS the Property is Surplus Property.

NOW THEREFORE be it hereby RESOLVED by the Board as follows (check the appropriate blank):

- 1) That the above referenced offer is rejected, or
- 2) That the Tax Supervisor is Directed to continue negotiations with the offeror, or
- 3) That the Board proposes to accept the offer and immediately proceed with the advertisement for upset bids as set forth in N.C. Gen. Stat. § 160A-269 at the conclusion of which the Board may award to the highest bidder or reject all bids.

Adopted this 14<sup>th</sup> day of April, 2025.

  
\_\_\_\_\_  
JEFF WHITSON, Chairman  
Yancey County Board of Commissioners

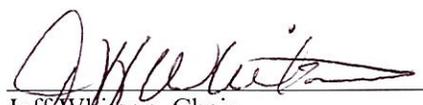
**AMENDED RESOLUTION OF THE YANCEY COUNTY BOARD OF COMMISSIONERS PURSUANT TO NCGS § 161-30 MODERNIZATION OF LAND RECORDS**

**WHEREAS**, pursuant to N.C. Gen Stat. 161-30 Yancey County Board of Commissioners (hereinafter "Board") are establishing a Modernization of Land Records Program as particularly set forth herein below;

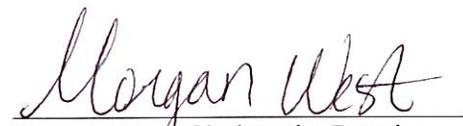
**NOW, THEREFORE BE IT RESOLVED BY THE BOARD** as follows:

- 1) That the Office of The Register of Deeds for Yancey County (hereinafter, "register of deeds") shall not accept for registration any map or deed affecting real property unless the following requirements are satisfied:
  - A) With the exception of a map or instrument that is submitted electronically, the name and address of the person whom the map or instrument is to be returned is affixed on the face thereof.
  - B) The grantee's or owner's permanent mailing address is affixed on the face thereof.
- 2) A map or instrument that is submitted electronically shall not be required to contain on its face the name and address of the person whom the map or instrument is to be returned. The register of deeds shall not be required to return a recorded map or instrument that was submitted electronically but may return to the submitting party a recorded map or instrument that was submitted electronically in accordance with an authorizing agreement.
- 3) The register of deeds shall not accept for registration any map or deed affecting real property unless the parcel number 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.
- 4) This Resolution shall become effective upon adoption and amends and replaces that Resolution Under similar heading adopted 10 March 2025.

Adopted on this the 14<sup>th</sup> Day of April, 2025.

  
 \_\_\_\_\_  
 Jeff Wilson, Chair  
 Yancey County Board of Commissioners

ATTEST:

  
 \_\_\_\_\_  
 Morgan West, Clerk to the Board

