

**Minutes of the May 5, 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 May 5, 2025, were Chairman Jeff Whitson, Vice Chairman Mark Ledford, Commissioner Stacey McEntyre Greene, Commissioner Sandi Norton, County Manager Lynn Austin, County Attorney Donny Laws, Finance Officer Brandi Burlison, and Clerk to the Board Morgan West. Members of the media and the general public attended the meeting. Commissioner David Grindstaff was absent from the meeting.

Call to Order

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

Invocation and Pledge of Allegiance to the Flag

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

Approval of the Agenda

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

Consent Agenda

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

- a. Approval of April 14, 2025, Regular Meeting Minutes
- b. Approval of April 14, 2025, Closed Session Minutes
- c. Approval of Tax Release/Adjustments 2025 (Attachment B)

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

Department Update

Parks and Recreation Director, Loren Deyton provided an update regarding the opening of Kid Mountain Playground on May 19th, 2025, participation numbers for youth league sports and ongoing engineering needs for Cane River Park and Toe River Campground that will continue to be coordinated for FEMA purposes.

Yancey County Social Services Director, Sonya Morgan, provided an update highlighting the ongoing programs and accomplishments within the agency, including an announcement for the upcoming Senior Resource Fair taking place on June 5th, 2025.

Jennifer Barnhartt – U.S. Forest Service

U.S. Forest Service Appalachian Ranger, Jennifer Barnhart gave a presentation to the Board regarding the impact of Helene, public safety and recovery. (Attachment C)

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 D)

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

Board Appointment

Chairman Whitson asked for any nominations from the Board to appointment one member to the Yancey County Department of Social Services Board. Commissioner Ledford made a motion to nominate Gretchen Banks, with Commissioner Greene seconding the motion. Unanimously the motion carried.

Board Appointment

Chairman Whitson stated there was a term expiration for one seat on the High-Country Workforce Development Board, and that John Anglin was willing to serve another term if there were no other nominations. No other nominations were made, and on the motion duly made by Commissioner Greene and seconded by Commissioner Norton the Board voted unanimously to reappoint John Anglin to the High-Country Workforce Development Board.

Public Hearing – CDBG Program Amendment

Michelle Ball with the High-Country Council of Governments provided an overview of the CDBG-NR Program guidelines and continued process for Yancey County, including new requirements for the project budget and documents for compliance. The following documents including the Analysis of Impediments to Fair Housing 2025, Procurement Policy and Plan for CDBG Projects, and Grant Project Ordinance presented for consideration. (Attachment E)

Chairman Whitson asked for a motion to approve the Procurement Policy and Plan for CDBG Projects as required by the Department of Commerce. Commissioner Norton made a motion, with Commissioner Greene seconding. Unanimously the motion carried.

Chairman Whitson asked for a motion to approve the Analysis of Impediments to Fair Housing 2025 documents as required by the Department of Commerce. Commissioner Norton made a motion, with Commissioner Greene seconding. Unanimously the motion carried.

Chairman Whitson asked for a motion to approve the Grant Project Ordinance as required by the Department of Commerce. Commissioner Greene made a motion, with Commissioner Norton seconding. Unanimously the motion carried.

Michelle Ball with the High-Country Council of Governments provided an explanation of the requirement of a public hearing for the budget amendment regarding the extra funds and allocation to help those relocate after Helene.

Chairman Whitson asked for a motion to open the floor for the purpose of holding a public hearing for the CDBG-NR Program amendment. Commissioner Ledford made the motion with Commissioner Greene seconding. Unanimously the motion carried. One comment by Danny McIntosh was heard during the public hearing, stating his appreciation for this program and how it will help the community. Chairman Whitson asked for a motion to close the floor for the public hearing. Commissioner Ledford made a motion to close the public hearing, with Commissioner Norton seconding. Unanimously the motion carried.

After conclusion of the public hearing the CDBG-NR Amendment #1 (Attachment F) was presented to the Board for consideration. Chairman Whitson asked for a motion to approve the amendment. Commissioner Ledford made a motion, with Commissioner Norton seconding. Unanimously the motion carried.

County Manager's Report

County Manager Austin presented the US Tire Recycling Contract, with no other competitive pricing available for this service it was discussed to move forward with the contract as presented. (Attachment G)

Chairman Whitson asked for a motion to approve the US Tire Recycling Contract. Commissioner Norton made a motion, with Commissioner Greene seconding. Unanimously the motion carried.

County Manager Austin presented the Resolution of Tentative award for the Charlie Brown Rd. Extension project in the amount of \$1,155,000.00 to T.P. Howard Plumbing for approval. (Attachment H)

Chairman Whitson asked for a motion to approve the Resolution of Award. Commissioner Ledford made a motion, with Commissioner Greene seconding. Unanimously the motion carried.

Other updates were provided by County Manager Austin including the upcoming events for FFA and the M.Y. Life Center.

County Manger Austin introduced the new Yancey County Public Librarian, Whitney Leehr that started May 1, 2025. Mrs. Leehr provided an update of her vision and goals for the Yancey County Public Library.

County Commissioners Report

None.

County Attorney's Report

County Attorney Laws presented the final Resolutions regarding two surplus properties for final sale; Bill Allen Branch and Horseshoe Highlands. (Attachment I) The ten-day upset bid period had been exhausted with no other offers received.

Chairman Whitson asked for a motion to approve the Bid Award Resolutions. Commissioner Ledford made a motion, with Commissioner Norton seconding. Unanimously the motion carried.

Public Comments

Many individuals spoke regarding the Public Library, budgeting and taxes. Danny McIntosh spoke about the passing of Ken Deyton, and the Board of E&R adjournment for the 2025 year.

Closed Session

Chairman Whitson asked for a motion to go into closed session pursuant to NC Gen. Stat 143-318.11(a)(6). Commissioner Norton made the motion to go into closed session. Commissioner Ledford 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 Norton seconded the motion. By unanimous vote the Board reentered open session. The Board did not take any action during closed session.

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

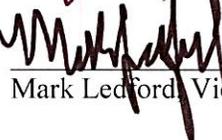
Adjournment

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 14th day of July, 2025.



Jeff Whitson, Chairman



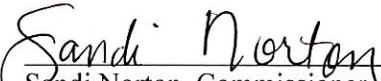
Mark Ledford, Vice Chairman



Stacey McEntyre Greene, Commissioner



David Grindstaff, Commissioner



Sandi Norton, Commissioner



Morgan West, Clerk to the Board





AGENDA
YANCEY COUNTY BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING
MAY 5, 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 April 14, 2025, Regular Meeting Minutes**
 - b. Approval of April 14, 2025, Closed Session Minutes**
 - c. Approval of Tax Release/Adjustments 2025**
- V. Department Updates**
 - a. Loren Deyton, Parks and Recreation Director**
 - b. Sonya Morgan, Department of Social Services Director**
- VI. Jennifer Barnhartt – U.S. Forest Service**
- VII. Danny McIntosh – Interim Tax Administrator**
 - a. Tax Refund/Releases/Late Applications**
- VIII. Board Appointment – Yancey County Department of Social Services**
- IX. Board Appointment – High Country Workforce Development Board**
- X. Michelle Ball - CDBG Program Compliance Requirements:**
 - a. Analysis of Impediments to Fair Housing 2025**
 - b. Procurement Policy and Plan for CDBG Projects**
- XI. Public Hearing – CDBG Program Amendment**
 - a. Project Ordinance**
 - b. Amendment Documents Approval**
- XII. County Manager’s Report – Lynn Austin**
 - a. US Tire Recycling Contract**
- XIII. County Commissioners’ Report**
- XIV. County Attorney’s Report – Donny Laws**
- XV. Public Comments**
- XVI. Closed Session - § 142-318.11 (a)(6)**
- XVII. Adjourn**

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202404953

04-29-2025
9:15 AM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
04/10/2025	Advertising Cost	202404953	2024	EDWARDS, ERICA G	Adjustment	\$0.00	\$0.00	\$4.50	\$-1,045.72
04/29/2025	4-29-2025 RELEASE DUE TO 2024 BOER RULING/DW for Interest	202404953	2024	EDWARDS, ERICA G	Release	\$-1,007.40	\$0.00	\$-42.82	\$-1,045.72
				Totals:		\$-1,007.40	\$0.00	\$-38.32	\$-1,045.72

BOCC 5-5-2025

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202407492

04-28-2025
12:05 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
04/10/2025	Advertising Cost	202407492	2024	HERRINGTON, WILLIAM O	Adjustment	\$0.00	\$0.00	\$4.50	\$-494.02
04/28/2025	4-28-25 RELEASE DUE TO 2024 BOER RULING/DW for Interest	202407492	2024	HERRINGTON, WILLIAM O	Release	\$-478.20	\$0.00	\$-20.32	\$-494.02
				Totals:		\$-478.20	\$0.00	\$-15.82	\$-494.02

BOCC 5-5-25

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202418359

04-22-2025
2:52 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
04/10/2025	Advertising Cost	202418359	2024	WYATT, KEITH ALLEN & DONNA LYN	Adjustment	\$0.00	\$0.00	\$4.50	\$-210.81
04/22/2025	4-22-25 RELEASE DUE TO 2024 BOER DECISION/DW for General Levy	202418359	2024	WYATT, KEITH ALLEN & DONNA LYN	Release	\$-215.31	\$0.00	\$0.00	\$-210.81
Totals:						\$-215.31	\$0.00	\$4.50	\$-210.81

BOCC 5-5-2025

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202411962

04-16-2025

8:47 AM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
04/16/2025	Min. Tolerance for Late Fee	202411962	2024	MURPHY, JACK & MARGARET	Release	\$-6.68	\$-1.03	\$-1.12	\$-8.83
				Totals:		\$-6.68	\$-1.03	\$-1.12	\$-8.83

BOCC 5-5-25

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202318124

04-11-2025
9:20 AM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
04/11/2025	4/11/25 SEASONAL RENTAL WAS NOT REMOVED DUE TO SALE ON 12/5/22/AW for Late Fee	202318124	2023	WWP PROPERTIES LLC	Release	\$-115.25	\$-9.60	\$-30.69	\$-155.54
				Totals:		\$-115.25	\$-9.60	\$-30.69	\$-155.54

BOCC 5-5-2025

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202417504

04-15-2025
2:59 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
04/10/2025	Advertising Cost	202417504	2024	WHITT, DELLA	Adjustment	\$0.00	\$0.00	\$4.50	\$-663.95
04/15/2025	4-15-2025 RELEASE DUE TO 2024 BOER DECISION/DW for Interest	202417504	2024	WHITT, DELLA	Release	\$-641.20	\$0.00	\$-27.25	\$-663.95
Totals:						\$-641.20	\$0.00	\$-22.75	\$-663.95

Bacc 5-5-25

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202417503

04-15-2025
3:03 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
04/10/2025	Advertising Cost	202417503	2024	WHITT, DELLA	Adjustment	\$0.00	\$0.00	\$4.50	\$-159.54
04/15/2025	4/15/25 RELEASE DUE TO 2024 BOER DECISION/DW for Interest	202417503	2024	WHITT, DELLA	Release	\$-157.36	\$0.00	\$-6.68	\$-159.54
Totals:						\$-157.36	\$0.00	\$-2.18	\$-159.54

BOCC 5-5-25

Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202417505

04-15-2025
3:07 PM

Date	Description	Bill #	TaxYear	TaxPayer Name	Release/Adj	County	District	Other	Total
04/10/2025	Advertising Cost	202417505	2024	WHITT, DELLA SUE & MICHAEL D	Adjustment	\$0.00	\$0.00	\$4.50	\$-55.05
04/15/2025	4/15/25 RELEASE DUE TO 2024 BOER DECISION/DW for Interest	202417505	2024	WHITT, DELLA SUE & MICHAEL D	Release	\$-57.12	\$0.00	\$-2.43	\$-55.05
Totals:						\$-57.12	\$0.00	\$2.07	\$-55.05

BoCC 5-5-25

US Forest Service Update

Pisgah National Forest

Jen Barnhart, District Ranger, Appalachian Ranger District



Helene Impacts, Public Safety & Recovery on National Forest Lands in Yancey County

Impacts from Helene to National Forests

- Nearly 190 thousand acres impacted (20% forested areas)
 - 117,000 acres vegetation loss
- Nearly 900 miles of FS roads damaged
- Estimated 822 miles of trails damaged



Appalachian Ranger District

- Reopened more trails and roads throughout areas of the District in Haywood, Madison, Buncombe, Yancey, Mitchell, and Avery.
 - A Forest closure order remains primarily in Buncombe (Big Ivy Area), Yancey (South Toe Area), and in Mitchell County on two sections of the A.T.
- With the support of partners and volunteers, the Forest Service has successfully cleared 227 miles of trails on the Appalachian Ranger District since the storm struck in late September 2024, accounting for 70 percent of the district's trails. This includes more than 114 miles of the Appalachian Trail on the Pisgah National Forest.
- Surveyed and cleared nearly 240 miles of roads across the district to date, accounting for nearly 76 percent of the district's roads and providing improved access to public and local residents.
- Local Economy & Community Support
 - Carolina Hemlock Campground re-opened
 - Continually working to re-open more trails and re-establish emergency access
- Vegetation impacts that can be addressed by salvage timber sales will be in the near future. The change in fuel loads continue to be assessed with discussions in collaboration with partners and counties on addressing woody debris.
 - Large debris has been removed from Black Mountain Campground & bridge on the South Toe Road.



In Yancey County on the Pisgah NF

What is closed & why?

RE-OPENED:

- Carolina Hemlocks Campground
- Appalachian Trail
- Roaring Fork Falls Trail
- Big Butt Trail up to Little Butt (on the border of Yancey/Buncombe)

Temporarily CLOSED due to Helene Impacts:

- Black Mountain Campground and Briar Bottom Campground
- All trails and roads within the South Toe area of the NF
- Lost Cove and Devils Creek Trails closed
- Bowlens Creek Rd (Watershed Rd)

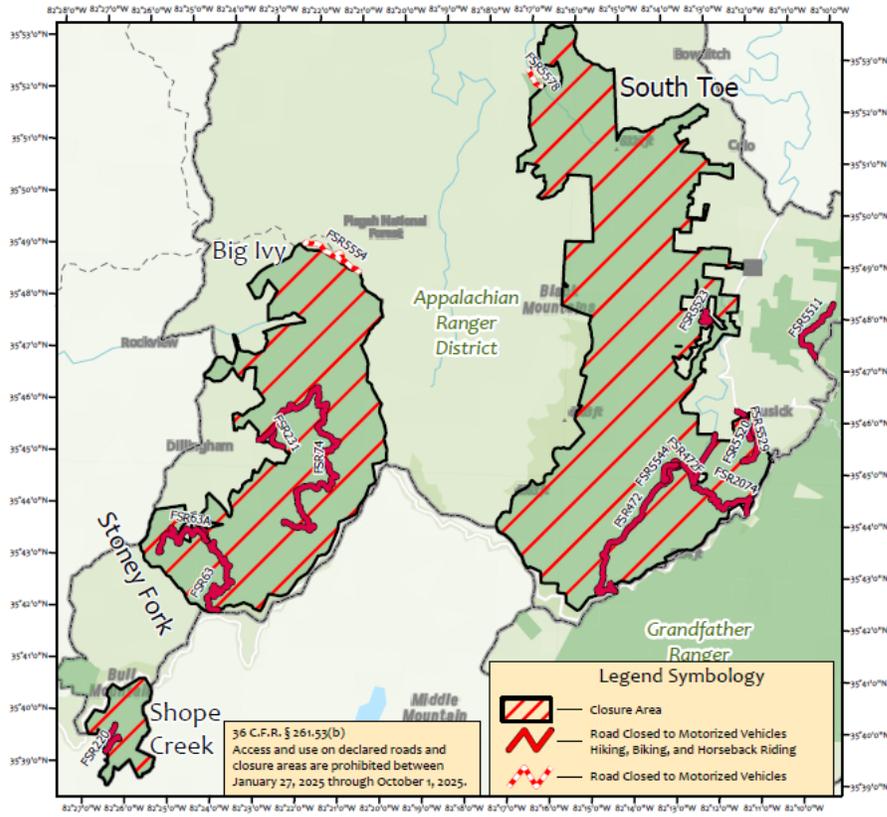
What steps need to be taken for these areas to be opened?

- Trails – Assessment of safety and hazards & restoring adequate emergency and public access
- Campgrounds – contracting for repairs to address safety, hazards, emergency and public access, and meeting functional standards to be operational



Pisgah National Forest Appalachian Ranger District Closure Order

FOREST ORDER# 08-11-08-25-01



36 C.F.R. § 261.53(b) Access and use on declared roads and closure areas are prohibited between January 27, 2025 through October 1, 2025.

Legend Symbology

- Closure Area
- Road Closed to Motorized Vehicles Hiking, Biking, and Horseback Riding
- Road Closed to Motorized Vehicles

Disclaimer

The USDA Forest Service uses the most current and complete data available. GIS data and product accuracy may vary. Using GIS products for purposes other than those for which they were intended may yield inaccurate or misleading results.

Road Closures and Areas Closures Legend

Road Closed to Motorized Vehicles Hiking, Biking, and Horseback Riding

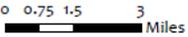
- FSR 220 Shope Creek
- FSR 220A Verlin Shelton
- FSR 74 Big Ivy
- FSR 251 Lower Staire
- FSR 65 Stoney Fork
- FSR 65A Hawkbill Creek
- FSR 472 South Toe River
- FSR 472F Black Mt Campground
- FSR 2074 Neals Creek
- FSR 5529 Roaring Fork
- FSR 5520 Roaring Fork Extension
- FSR 5523 Colberts Creek
- FSR 5544 Briar Bottom Group Campground

Closed Roads to Motorized Vehicles

- FSR 5578 Bowlens Creek
- FSR 5554 Ogile Meadows

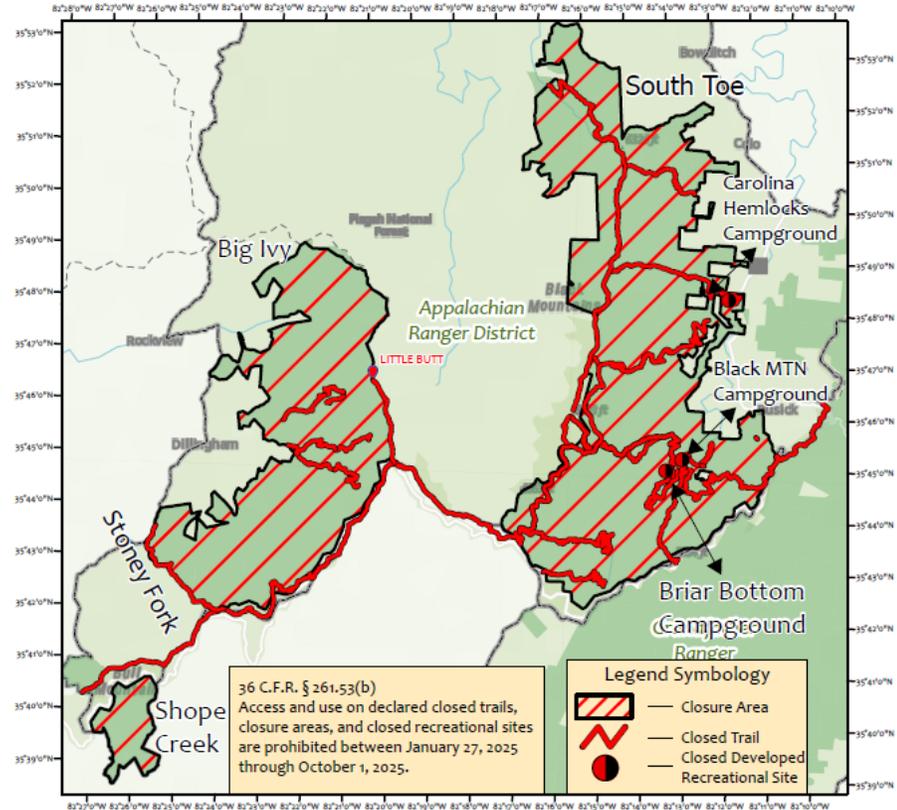
Closure Areas

- Shope Creek
- Big Ivy
- South Toe



Pisgah National Forest Appalachian Ranger District Closure Order

FOREST ORDER# 08-11-08-25-01



36 C.F.R. § 261.53(b) Access and use on declared closed trails, closure areas, and closed recreational sites are prohibited between January 27, 2025 through October 1, 2025.

Legend Symbology

- Closure Area
- Closed Trail
- Closed Developed Recreational Site

Disclaimer

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Legend

Closure Areas

- Shope Creek
- Big Ivy
- South Toe

Closed Developed Rec Sites

- Black Mountain Campground - Carolina Hemlocks Campground
- Briar Bottom Campground

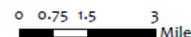
Closed Trails

- TR1003 HEMLOCK
- TR1004 HEMLOCK
- TR1005 HEMLOCK
- TR1061 BIG BUTT
- TR1066 ELK PEN
- TR1070 SNOWBALL
- TR1073 UPPER CORNER ROCK
- TR1074 LITTLE ANDY
- TR1075 PERKINS

Closed Developed Rec Sites

- TR176 BEAR PEN
- TR177 WOODY RIDGE
- TR178 COLBERT RIDGE
- TR179 BLACK MOUNTAIN CREST
- TR182 GREEN KNOB
- TR183 STAIR CREEK
- TR186 BALD KNOB RIDGE
- TR190 MT MITCHELL
- TR190A HIGGANS BALD
- TR191 BUNCOMBE HORSE

- TR191A BIG TOM GAP
- TR192 DEVILS DEN NATURE
- TR195 ROARING FORK FALLS
- TR197 SETROCK
- TR200 SOUTH RIVER LOOP
- TR200A NORTH RIVER LOOP
- TR201 SOUTH TOE FISHING ACCESS
- TR440-8 MTNS TO SEA



Principles for Recovery of Western North Carolina

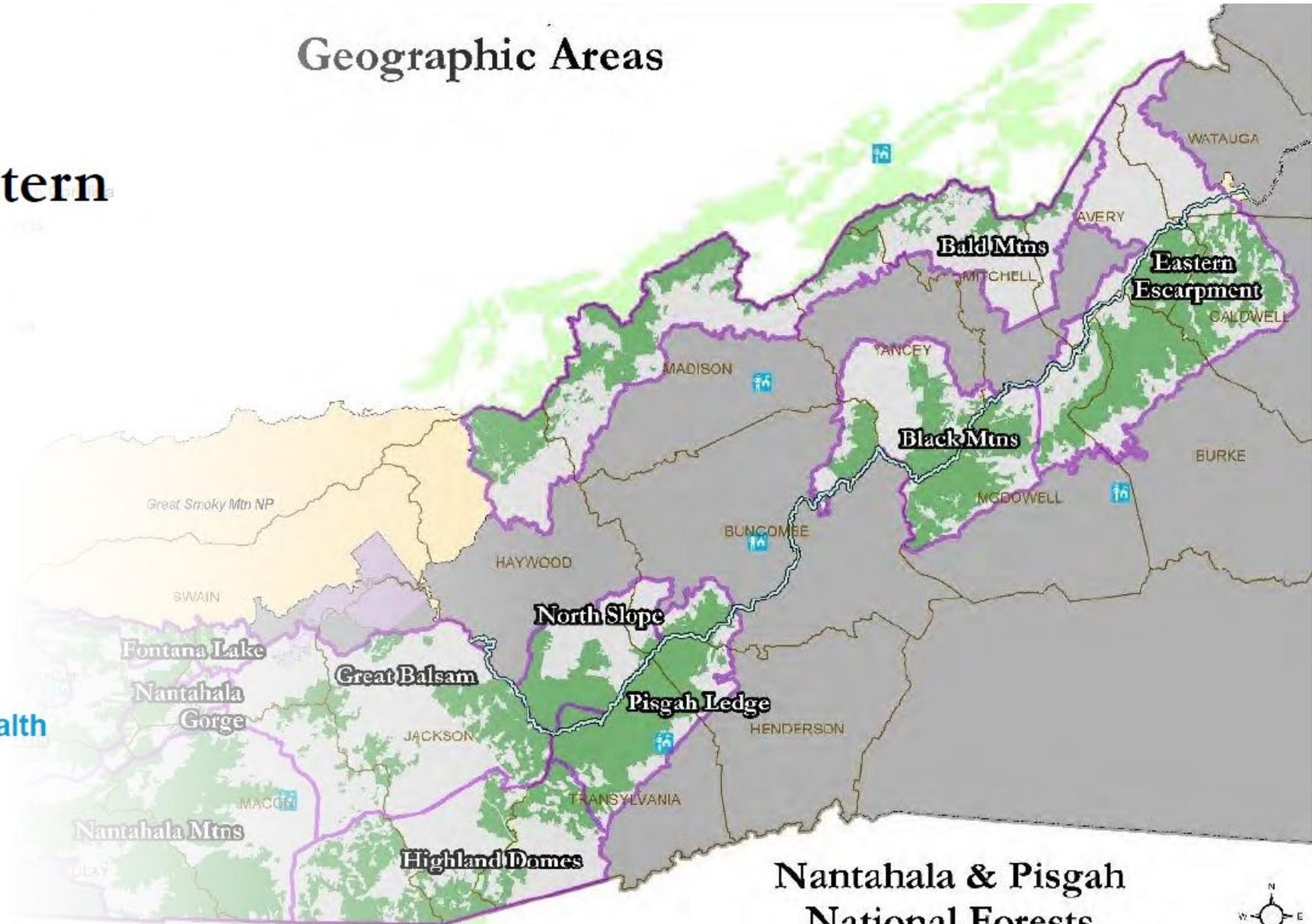


guiding star

Recovery Means:

- Clean Water
- Safety, Hazards & Risk Reduction
- Access & Infrastructure
- Community and Economy
- Habitat and Ecosystem Health
- Recreation and Cultural Resources

Geographic Areas



Nantahala & Pisgah
National Forests

Helene Incident Response and Recovery



Forest Service
U.S. DEPARTMENT OF AGRICULTURE

What have we worked on or is in progress in Yancey County ?

- Debris removal from Black Mountain Campground Bridge
- Cleared access to the utility line corridor that supplies power to the Mt. Mitchell Communications site above Black Mtn Campground
- Emergency access route up South Toe Rd including the upper
- Carolina Hemlocks Campground repairs – now open
- South Toe Area Trails cleared by sawyers (2,000+ hours) and planning for trail assessments
- Assessment of changes in fuels and fuel break planning
- Planning and contracting for debris removal along FS roads and on existing fire control lines (all 6 counties of Appalachian RD)
- Roaring Fork Falls Trail
- Bowlens Creek Rd (Watershed Rd) contract to address impacts from landslide
- Spivey Gap salvage sale (sold)
- South Toe watershed assessment completed
- Road maintenance contract for all FS roads (all 6 counties of Appalachian RD)
- Participated in and tabled at the Yancey and Mitchell County Forestry Event in Burnsville hosted in the Town Center in April 2025

Appalachian Ranger District Helene Recovery Work



Black Mountain Campground Bridge Woody Debris Removal - Before & After



**Clearing and reopening the Appalachian Trail
Big thanks to partners including Carolina Mountain Club and Tennessee Eastman. Picture in Spivey Gap in Yancey County**



**Restoring Search and Rescue Access-
Clearing South Toe road to Parkway – Yancey County**



Opening Recreation sites and Campgrounds

Carolina Hemlocks Campground before and after repairs

Future Priorities & Plans

Short-Term

- Implementation of debris removal along FS roads and on existing fire control lines (all 6 counties of Appalachian RD)
- South Toe Trails assessments and trail maintenance
- Carolina Hemlocks Day Use Area repairs via contract
- Upper South Toe Road contract to better enable SAR and ambulance access
- Implementation of the Road maintenance contract for FS roads on the Appalachian RD (all 6 counties of the Appalachian RD)

Mid-Term & Long-Term

- Planning for repairs to Black Mountain/Briar Bottom Campground to potentially open a portion of it in 2026
- Reconstruction of South Toe Road
- Neals Creek Road bridge repair/replacement
- Sustainable designs and complete renovations of Black Mountain/Briar Bottom Campground and Carolina Hemlock Campground
- Trail reconstruction

Upcoming USFS Community Meeting in Burnsville

- **USFS will be hosting a Community Meeting in Burnsville on Wed. June 4 @ 6pm at the Burnsville Town Center** to provide updates on the Pisgah NF Helene impacts, closures and openings (public safety), and recovery progress to the South Toe Area/Yancey County – Open to the public

How can we help to support the county in Recovery?

- USFS staff are attending the long-term recovery group meetings.
- If there are county events or meetings that are focused around recovery please let us know as we would like to be part of them and the community.



YANCEY COUNTY TAX OFFICE

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

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

Email: danny.mcintosh@yanceycountync.gov

Regular Meeting of the Board of Commissioners May 5 2025

Refund request:

PROFFITT, MEGAN & JUSTIN PROFFITT
C/O MEGAN PROFFITT
39 ORMOND AVE
ASHEVILLE NC 28806

PIN: 9880000701685000 65.39 ACRES POSSUM TROT RD. Property owner appealed to the 2025 Board of Equalization and Review. The board ordered that the house be removed, the land adjusted and the refund request be investigated and prepared for the Board of County Commissioners. The result of the overstatement of value created excess tax billed (and interest) and paid as follows:

2024 tax collected \$ 573.56 (includes statutory interest)
2023 tax collected \$ 400.56 (includes statutory interest)
2022 tax collected \$ 436.19 (includes statutory interest)
2021 tax collected \$ 471.81 (includes statutory interest)
2020 tax collected \$ 507.44 (includes statutory interest)
Total excess tax collected and including interest: \$ 2,389.56

Assessor's opinion: Pursuant to NCGS 105-381a refund is indicated and is recommended in the amount of \$ 2,389.56.

BOCC action: ___ approved ___ denied ___ continued
Please mail and make the check to MEGAN PROFFITT.



YANCEY COUNTY TAX OFFICE

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

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

Email: danny.mcintosh@yanceycountync.gov

Regular Meeting of the Board of Commissioners May 5 2025

Refund request:

WILLIAM EDWARD DUGGER III REVOCABLE TRUST

C/O WILLIAM E DUGGER III TRUSTEE

8121 SE DOUBLE TREE DR

HOPE SOUND FL 33455

PIN: 075503133620000 1.19 ACRES 258 MT MITCHELL DR. Property owner appealed to the 2025 Board of Equalization and Review. The board ordered that the square footage be corrected per the owner's submitted plans and to prepare a refund request for the Board of County Commissioners. The result of the overstatement of value created excess tax billed (and interest) and paid as follows:

2021 tax collected \$ 2085.80 (includes statutory interest)

2023 tax collected \$ 1096.19 (includes statutory interest)

2022 tax collected \$ 1167.38 (excludes two percent discount and includes statutory interest)

2021 tax collected \$ No house

2020 tax collected \$ No house

Total excess tax collected and including interest: \$4349.37

Assessor's opinion: Pursuant to NCGS 105-381a refund is indicated and is recommended in the amount of \$4349.37.

BOCC action: ___ approved ___ denied ___ continued

Please mail the check to the property owner.

**YANCEY COUNTY
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING
APRIL 2025**

The Department of Housing and Urban Development is committed to eliminating racial and ethnic segregation and other discriminatory practices in housing and will use all of its programmatic and enforcement tools to achieve this goal. The fundamental goal of HUD's fair housing policy is to make housing choice a reality through Fair Housing Planning. Fair Housing Planning involves three main steps:

1. Conducting an analysis of impediments to fair housing choice within the jurisdiction;
2. taking appropriate actions to overcome the effects of any impediments identified through the analysis; and
3. Maintaining records reflecting the analysis and actions taken.

This report is the analysis of impediments to fair housing. This analysis has been completed for the Yancey County CDBG Neighborhood Revitalization Program to begin April 2025. This analysis of impediments and a Fair Housing Plan will be incorporated into the Yancey County CDBG Policies and Procedures.

The analysis of impediments (AI) is a review of impediments to fair housing choice in the public and private sector. The AI involves a comprehensive review of the jurisdiction's laws, regulations, policies, procedures, and practices. It involves an assessment of how those laws, etc. affect the location, availability, and accessibility of housing. It also includes an assessment of conditions, both public and private, affecting fair housing choice for members of the protected groups.

Specifically, impediments to fair housing choice are any actions, omissions, or decisions, which have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, or national origin.

The AI includes an analysis of demographic data and a housing needs assessment. It then includes an analysis to determine the nature and extent of discrimination against the protected groups within the jurisdiction. The format used to conduct this analysis is a fair housing planning model developed for use by local government CDBG grantees by the North Carolina Department of Commerce.

Analysis to Demographic Data and Needs Assessment

Step 1 Demographic Data

		Number	%
1.	Total Population for jurisdiction	18,676	
2.	Total white population	417,968	96.2%
3.	Total black population	304	1.6%
4.	Total Native American population	178	1.0%
5.	Total Hispanic Population	1,051	5.6%
6.	Total elderly population (65+)	4,946	26.5%
7.	Median household income	\$54,961	
8.	Percent of the population below the poverty level		14.9%
9.	Percent of families below the poverty level		27.0%
%	Total number of households with 4 or more persons	1,435	17.5%
11.	Total number of persons identified with disabilities	3,686	19.9%
12.	Total number of low-income census tracts	2	
13.	Total number of minority census tracts	0	
14.	Total number of census tracts that are minority/low-income	0	

Sources: 2023 American Community Survey (ACS) 5-year estimates

The data used in this AI is from the 2023 American Community Survey (ACS) 5-year estimates.

Between 2010 and 2020, the total population of Yancey County shrank from 17,911 to 17,870, a decrease of 0.22%. The population trend shifted in 2023 with a population count of 18,676, or a 4.51% increase in the three-year period.

Per the 2023 ACS, the major race and ethnicities in Yancey County consist of 92.6% white; 1.6% Black/African American; and 1.0% Native American; with 5.6 % of the population identifying as Hispanic. There are no major concentrations of racial/ethnic populations in Yancey County.

Step 2 Analysis to Determine Disproportionate Housing Need

Total Households, Types and Size. According to the 2023 ACS, there are 11,230 housing units in Yancey County, 3,110 (27.7%) of which are vacant. Of the total occupied units, 77.2% are owner occupied and 22.8% are renter occupied. Of the vacant units, 0.6% are rental units and 61.7% are for seasonal, recreational, or occasional use.

When the occupancy of a home is more than one person per room, overcrowding exists. There is a low occurrence of overcrowding in Yancey County. The average household size is 2.26 people.

Household Income. Median household income in Yancey County is \$54,961. Throughout the county it is estimated that 27.0% of the families in Yancey County are living below the poverty level.

Condition of Housing Units. Of the occupied total housing units in Yancey County, it is estimated that 1,282 (19.6%) are substandard. These figures are based on the number of homes built before 1960 plus the number of homes that lack complete plumbing and kitchen facilities. Census data does not determine the condition of a housing unit beyond its age, completeness of plumbing and kitchen facilities, and type of heat. An older home will need more repairs and updating but may be perfectly suitable for rehabilitation. A home lacking complete plumbing or kitchen facilities may not be cost effective to rehabilitate. Data shows that 0.46% of housing units lack complete plumbing and kitchen facilities.

Analysis to Determine the Nature and Extent of Discrimination

Step 1 Analysis of the Level of Segregation and Spatial Isolation

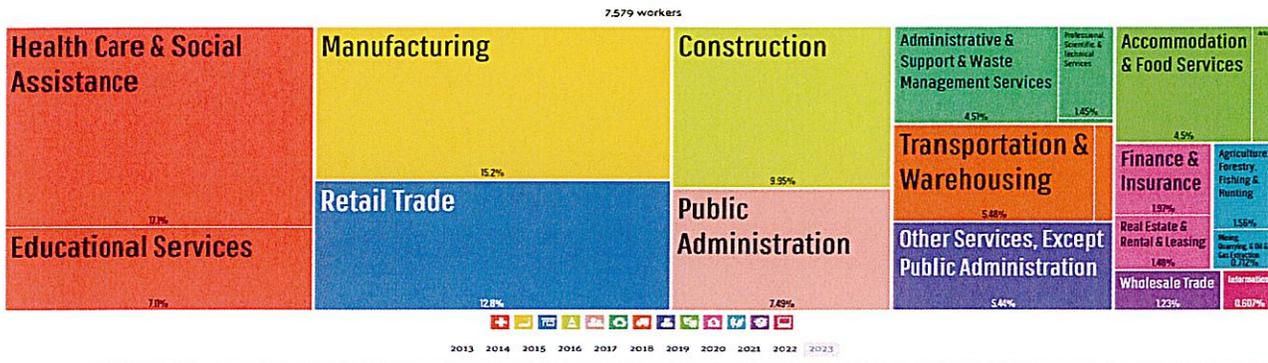
1. **Are there areas of minority concentration within your jurisdiction?** There are no areas of minority concentration within Yancey County. (see attached map of Minority Concentration, source: EPA-EJScreen).
2. **Is your community located in a County that has been identified in Residential Segregation in North Carolina: a Barrier to African-American Opportunities as highly segregated by both isolation and dissimilarity indexes?** A copy of Residential Segregation North Carolina: A Barrier to African-American Opportunities was not available for review while compiling data.

Step 2 Historical Incidences that Contribute to Current Housing patterns.

1. **History of public policy decisions on segregation within the Community.**
There have been no known decisions on segregation.

- 2. Number of farms that utilize migrant workers and its effects on housing patterns.** Per the 2017 USDA Census of Agriculture there are 351 farms/agricultural businesses in Yancey County. There is a total of 636 migrant workers on 55 farms throughout the County. There is a need for more affordable short-term rental housing in the County for these workers. (see attached 2017 USDA Census of Agriculture summary)
- 3. Industry contributions to current housing patterns.** Industry has an impact on housing patterns in Yancey County. Even though employment in Yancey County trends toward health care education services, and retail, manufacturers Altec and Glen Raven, Inc. are the number 1 and 5 employers in the County. (see attached “Employment by Industry” source:DATAUSA and list of the 25 top employers in Yancey County source: NC Dept. of Commerce.)

Employment by Industry Yancey County NC, 2023



Yancey County Largest Employers, 3rd quarter 2024

Area Name	Year	period	Company Name	Industry	Class	Employment Range	Rank
Yancey County	2024	03	Altec Industries Inc	Manufacturing	Private Sector	500-999	1
Yancey County	2024	03	Yancey County Schools	Educational Services	Public Sector	250-499	2
Yancey County	2024	03	County Of Yancey	Public Administration	Public Sector	250-499	3
Yancey County	2024	03	Ingles Markets Inc	Retail Trade	Private Sector	250-499	4
Yancey County	2024	03	Glen Raven Inc	Manufacturing	Private Sector	100-249	5
Yancey County	2024	03	Smokey Ridge Health And Rehabilitat	Health Care and Social Assistance	Private Sector	100-249	6
Yancey County	2024	03	Mountain Air Country Club Inc	Arts, Entertainment, and Recreation	Private Sector	50-99	7
Yancey County	2024	03	Heritage Exterior Maintenance Inc	Construction	Private Sector	50-99	8
Yancey County	2024	03	Bryants Land & Development Industri	Construction	Private Sector	50-99	9
Yancey County	2024	03	Pig & Grits Llc	Accommodation and Food Services	Private Sector	50-99	10
Yancey County	2024	03	French Broad Electric Membership Co	Utilities	Private Sector	Below 50	11
Yancey County	2024	03	Decisionhr I Inc	Accommodation and Food Services	Private Sector	Below 50	12
Yancey County	2024	03	R & J Investments Of Eden Llc	Accommodation and Food Services	Private Sector	Below 50	13
Yancey County	2024	03	Pruithealth Home First Inc	Health Care and Social Assistance	Private Sector	Below 50	14
Yancey County	2024	03	Nuwray Llc	Accommodation and Food Services	Private Sector	Below 50	15
Yancey County	2024	03	Compassionate Care Western	Health Care and Social Assistance	Private Sector	Below 50	16
Yancey County	2024	03	Bwi Etn Llc	Mining	Private Sector	Below 50	17
Yancey County	2024	03	Town Of Burnsville	Public Administration	Public Sector	Below 50	18
Yancey County	2024	03	Yancey Home Care Inc	Retail Trade	Private Sector	Below 50	19
Yancey County	2024	03	Wp-Burnsville Health Holdings Llc	Health Care and Social Assistance	Private Sector	Below 50	20
Yancey County	2024	03	Rha Health Services Llc	Health Care and Social Assistance	Private Sector	Below 50	21
Yancey County	2024	03	Bna Inc	Retail Trade	Private Sector	Below 50	22
Yancey County	2024	03	N C Department Of Transportation	Public Administration	Public Sector	Below 50	23
Yancey County	2024	03	Young-Mcqueen Grading Incorporated	Construction	Private Sector	Below 50	24
Yancey County	2024	03	2323 Llc	Arts, Entertainment, and Recreation	Private Sector	Below 50	25

Step 3 Fair Housing Enforcement

1. Do you have a fair housing ordinance? Yes.

2. **What mechanism exists for citizens to file complaints alleging illegal discrimination in programs or services funded by your jurisdiction?** At this time, written policies are in place regarding the Yancey County CDBG Programs and fair housing complaint procedures instructing persons wishing to file complaints alleging illegal discrimination to first submit their complaint in writing to the Yancey County Manager. If the complaint cannot be resolved at that level, the complainant is referred to the NC Human Relations Commission, which has been charged with investigating Fair Housing Complaints within North Carolina.
3. **Do you have an Affirmative Marketing Plan?** Yancey County has no formal Affirmative Marketing Plan. The County does not own any housing developments or operate any housing programs.
4. **The number of discrimination complaints filed against your jurisdiction within the past two years and the results of any investigations.** None.
5. **The number of discrimination complaints filed with the North Carolina Human Relations Commission or HUD originating in your jurisdiction and the results of any investigations.** None.
6. **Number of findings related to Fair Housing or Equal Opportunity issued against your jurisdiction and the corrective action taken.** No complaints have been filed; therefore, no findings have been issued.

Step 4 Education and Outreach efforts

1. **Identify all resources available for the promotion of fair housing and equal opportunity.** Yancey County has three radio stations, WKYK and WTOE an both broadcast on AM and FM. One local newspaper serves the County, The Yancey Common-Times published weekly. The County is served regionally by two daily publications, Asheville Citizen-Times and Charlotte Observer. Yancey County is the Greenville/Spartanburg/Asheville television markets, The major affiliates in these areas are WYFF, an NBC affiliate, broadcasting out of Greenville, SC, WLOS an ABC affiliate out of Asheville, NC, and WSPA, a CBS affiliate, broadcasting out of Spartanburg, SC. In addition, Fair Housing Materials are distributed in the Yancey County Government Offices and are available to the public. Yancey County has an online presence where Fair Housing notices and compliant procedures are available. NC Human Relations Commission; HUD-Greensboro, Office of Fair Housing.
2. **How are citizens made aware of these activities?** Fair Housing notices are posted in all County owned facilities; the Fair Housing Complaint Procedure is published in the local newspaper and County website; and Fair Housing brochures and pamphlets are made available to the public in county buildings and sent to lending agencies, realtors, and housing providers to disseminate to their customers.

3. **List all such activities during the past two years. What were the results of these activities?** Yancey County has not participated in a countywide federally funded project in the past two years and therefore has not conducted any organized Fair Housing activities during this time period.

Step 5 Examination of Public Policy and Programs

1. **Do current site selection policies have a disproportionate impact based upon a protected basis? If so, is there a nondiscriminatory reason for this policy and is there an alternative that would have a less discriminatory impact?** No site selection policies discriminate against protected class members.
2. **Are municipal services equitably distributed throughout the community?** There are no County-wide services provided by Yancey County. Services provided by the local municipalities include water, sewer, street maintenance, storm water drainage maintenance, garbage and trash collection, recycling (in cooperation with the county), police and fire protection, and recreation. These services are equitably distributed among their jurisdictions.
3. **Are there any zoning requirements that have the effect of limiting housing opportunities to protected groups?** Yancey County has no formal zoning. Ordinances have been adopted by Yancey County to regulate commercial and residential development. The ordinances are in place for environmental protection, including building restrictions on ridges, in the floodplain, and in wetlands. These ordinances are in place to protect the County no to limit housing opportunities to any group.
4. **Are there any Community Development or Public Housing Authority activities or programs that have the effect of perpetuating segregation?** There are no Community Development or Public Housing Authority activities or programs within Yancey County that perpetuate segregation.
5. **Is the Board and Commissions representative of the community?** The Yancey County Board of Commissioners consists of three Caucasian men and two Caucasian women.

Step 6 Discrimination in the Rental Market

1. **Are there any zoning requirements that have the effect of limiting the availability of rental units within the jurisdiction?** No. Such limitations are illegal.
2. **Where are the rental units located? Are they located in areas of minority concentration?** Multi-family rental units are located within the Town of Burnsville and single-family rentals are scattered throughout the county.
3. **Where are the public housing units located?** There are (2) public housing apartment complexes for elderly and disabled persons; one (1) for developmentally disabled persons; and

one (1) for families all located in Burnsville. All four are owned and operated by the Northwestern Regional Housing Authority. In addition, there are three (3) privately-owned complexes in Burnsville for low-income, elderly, and/or disabled. Yancey County does not own or operate any public housing.

4. **Determine what barriers exist for protected class members in the rental market.** Protected class members may be unaware of services available and laws affecting them.
5. **Are vouchers and Section 8 certificate holders able to find housing throughout the community? If not, identify the barriers that face them.** Section 8 participants are able to find housing in Yancey County.
6. **Is steering an issue for protected class members?** There is no evidence (i.e., complaints filed with the NC Human Relations Commission). A survey of renters is needed to determine the extent of discrimination in the rental housing market. Realtors in the Yancey County area rarely work in the rental market unless they have a direct interest in the properties.
7. **Is housing available for families with children and persons with disabilities?** Yes.

Step 7 Discrimination in the Sales Market

1. **Does the Local Association of Realtors have an MLS Service?** The Yancey Mitchell Board of Realtors, which serves Yancey County, has an MLS Service.
2. **Is the Local Association of Realtors a VAMA signatory?** This information is currently unavailable.
3. **Is there any evident of racial steering or blockbusting within the local market?** No.
4. **What are the relative housing values for minority and non-minority communities of similar economic composition?** The housing values are similar.
5. **Identify any barriers to home ownership opportunities within your jurisdiction.** Low-income individuals may not be able to own homes due to high property values in the area. However, an increase availability of mobile home units offers these families the ability to own

Step 8 Discrimination In Financing

1. **Are local lenders signatories of HUD's Best Practices Program?** This program was terminated by HUD in 2001.
2. **Examine the Home Mortgage Disclosure Act information in your area. Is there evidence of higher denial rates for minorities and low-income individuals?** There is no evidence of higher denial rates for minorities and/or low-income individuals.

3. **Is there evidence of illegal redlining?** No.
4. **Are banking services available on an equal opportunity basis?** Yes. However, the only banks are located in the Town of Burnsville, requiring transportation for rural residents.
5. **Examine the Community Needs Assessment and Community Reinvestment Activities of local banks to determine the adequacy of these activities as compared to community needs as determined through the jurisdiction's planning process.** This information is currently unavailable.
6. **Do local financial institutions participate in housing projects or in the funding of housing related services sponsored by the jurisdiction?** The jurisdiction does not have any housing projects or related services.

Step 9 Discrimination in the Building and Construction Industry

1. **Do local building codes include the requirements of the Federal Fair Housing Act of 1988?** No. The county has adopted the North Carolina Building Codes. By adopting the Fair Housing Act of 1988, the building inspections departments would be placed in the position of enforcing fair housing laws, which is not seen as technical building code, but a civil rights function.
2. **If not, how are local builders and architects made aware of these requirements?** The information is available directly from HUD and can be obtained easily.
3. **How many multifamily dwellings funded by local, state, or federal funds have been built since March 13, 1991?** Three – Woodland Hills (1997), Highland Village (2001) and Hawthorne House (2007).
4. **Are they in compliance with FFHA requirements? ADA requirements? Section 504?** Yes.
5. **Is the local Homebuilders Association a VAMA signatory?** No.
6. **Is there an identified community need for persons with disabilities?** No.
7. **Is there an identified community need for the construction of more affordable housing?** Yes.

Step 10 Environmental Discrimination

1. **Identify the location of hazardous materials within the community. Are they located disproportionately in areas of minority or low-income concentration?** A map, obtained from EPA's NEPAAssist website, of all known facilities that house hazardous materials is attached. There are no Brownfield or Superfund sites in the County. There are a few industries

that handle hazardous waste, but none have had any issues with their waste. Examples of businesses listed are a pharmacy, auto repair shops, a solid waste removal service, and the US forest service. There are three active manufacturing facilities listed, Altec Industries, Unimin, and Southern Concrete. All of these facilities are highly regulated and are no cause for concern.

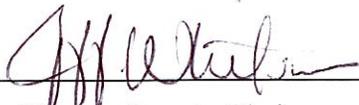
2. **Identify any superfund sites within your jurisdiction. Are they located disproportionately in areas of minority or low-income concentration?** There are no Superfund sites in Yancey County.
3. **Identify any site selection policies or procedures that may contribute to the concentration of environmental hazards in minority or low-income areas.** No such policies are known.
4. **Identify any local, state, or federal efforts to remove environmental hazards.** The Town of Burnsville operates municipal water and wastewater services. To eliminate hazards of contaminated wells, failing septic tanks, and areas of undersized lines, many towns and the county administer grant funds from the state and federal governments to extend and upgrade water and sewer services and to eliminate straight-piping.
5. **What barriers exist to the removal of environmental hazards from the community?** The lack of money to address public water and sewer needs of all residents.

BARRIERS TO EQUAL HOUSING OPPORTUNITIES

1. **Affordability.** Due to the rising real estate prices in recent years and influx of second-home sites, low-income individuals see a barrier to their choices of rental or owner-occupiable housing that in some areas of the county tend to be unreasonably priced for their income levels.
2. **Fair Housing Awareness.** Given that no complaints have been filed with the NC Human Relations Commission from this area, there is a need to educate minority and low-income persons about how to file complaints when discrimination happens. There seems to be a feeling that little, or no attention will be given to any complaints they may have. Also, Realtors, builders, lenders, landlords and property owners need to be better educated about fair housing issues.
3. **Education.** Persons wishing to buy a home often have difficulty with the process of home buying. This includes how to buy a home, choosing a Realtor, applying for a mortgage, home maintenance, etc. Also, low-income families need to be made more aware of federal programs that may assist them in buying a home.
4. **Influx of Seasonal Residents.** Yancey County is very rural. Mountain traditions are tightly woven into the everyday life of many residents. Yancey County is proud of their ancestry and many families have lived in the area for generations. However, there has been an increase during the last decade of seasonal residents and second-home buyers. This has created an economic “gap” between the low-income families, many of which live in the very rural parts of

the county, and the high-income individuals, who usually buy property in the upscale resort areas of Mountain Air Country Club and Mount Mitchell Golf Club. The resort areas are not the only areas being affected by the influx of the wealthy. Property throughout the county is being sought after. This in turn has caused property prices to increase. This price increase is the reason that full-time, low-income residents are discovering it hard to find affordable housing. Often low-income residents are forced to live in the more rural areas of the county, further away from services, public transportation, and their employment, because the cost of living is more comparable to their means.

Signatures



Yancey County Chairman

5-5-15

Date

Attest:



Yancey County Clerk

5/5/25

Date

Yancey County
Procurement Policy and Plan for CDBG Projects

WHEREAS, **Yancey County** will comply with the terms and conditions of federal funding that is awarded and accepted, including, but not limited to, the terms and conditions of the Grant Contract, and the *Yancey County Purchasing Procedures (attached)*;

WHEREAS, the States were advised by Housing and Urban Development (HUD) to develop their own procurement policies, and the Yancey County has developed and adopted the attached policy (*Yancey County Purchasing Procedures*) using 2 CFR Part 200 “Uniform Administrative Requirements. Yancey County will also adhere to Cost Principles, and Audit Requirements of Federal Awards,” supplemented with NC General Statutes 143-64.31, 143-129, and 143-131; and 24 C.F.R. § 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. In addition, all purchase orders and contracts shall include any clauses required by Federal Statutes, executive orders, and implementing regulations including the Section 3 clause, per 24 C.F.R. 570.489 (g) and 24 C.F.R. 135.38;

WHEREAS, **Yancey County** , as the recipient of Federal CDBG funds, acknowledges its responsibility to and will adhere to the aforesaid *Yancey County Procurement Procedures*;

WHEREAS, **Yancey County** will, to the extent applicable, follow methods of procurement, procure by contracting with small, minority firms, women’s business enterprises, and labor surplus area firms, when those entities offer the best level of knowledge, skills and abilities for professional services, and when those entities offer the knowledge, skills and abilities and are the lowest cost responsive, responsible bidders in building trade and related services; and

WHEREAS, **Yancey County** will demonstrate contract cost and price awareness and adhere to awarding agency contract provisions (2 CFR Part 200, Appendix II, except for items F and J, which were not adopted by the CDBG Program, as allowed under 2 CFR Part 200.101(d)(1));

NOW THEREFORE, BE IT RESOLVED;

SECTION 1: All procurement of goods and services by **Yancey County** with CDBG grant funds shall be accomplished in accordance with the requirements of the *Yancey County Purchasing Procedures*, and HUD implementing regulations at 24 CFR Part 570.489 (g) and (h), which prohibits cost plus a percentage of construction cost method of contracting for services.

SECTION 2: In addition, all purchase orders and contracts shall include any clauses required by Federal Statutes, Executive Orders, and implementing regulations including the Section 3 clause, per 24 CFR 570.489(g) and 24 CFR 135.38, or the North Carolina General Statutes Chapter 143 applying to procurement in general by North Carolina municipalities and counties.

SECTION 3: When Federal and State regulations are different, the more restrictive regulation shall apply to the procurement in question, as outlined in the *Yancey County Purchasing Procedures*.

SECTION 4: **Yancey County** will adhere to the following guidelines during procurement of goods and services using Federal funds:

- A. In all cases where goods or services are procured based on one bid or proposal received, the **County** will follow established principles to verify the reasonable cost of the procurement and shall contact the State Agency supervising the grant program before making any contract award based on non-competitive negotiation. The **County** shall follow all noticing and advertising requirements prior to accepting the single source respondent. Written permission from the CDBG Program shall be obtained prior to entering into a single source contract.
- B. Section 3 certified businesses, and historically underutilized businesses, including women-owned and minority-owned enterprises shall be included on bidders' or professional services' lists maintained by the **County**. Firms shall be solicited for all competitive negotiations, small purchases, and informal and formal bids when such firms are potential competitive sources for goods and services.

SECTION 5: **Yancey County** will adhere to the following guidelines during procurement of professional service contracts:

- A. Professional services shall be procured through the use of Request for Proposals (administrative services) or Request for Qualifications (engineering services). Respondents offering administrative services shall be selected on the basis of the best qualified respondent for the price. Respondents offering engineering services shall be selected on the basis of the best qualified respondent, without regard for price. A written selection procedure shall be used to evaluate respondents, and those records maintained in the procurement files.
- B. **Yancey County** shall develop a written scope of work for each service to be awarded on the basis of competitive negotiation, which shall include descriptions of tasks to be completed, project timetables, and an outline of fee proposal requirements. The selected engineering services respondent and the **County** shall then enter into competitive negotiations to arrive at a mutually agreeable price for engineering services. All contracts awarded through competitive negotiations shall be awarded strictly on the basis of the written selection procedure.

SECTION 6: **Yancey County** will adhere to the following guidelines during procurement of construction contracts:

- A. Construction service contracts shall be competitively bid using sealed bids, with the award going to the lowest responsive, responsible bidder. A minimum of three bids shall be received prior to opening the sealed bids.

SECTION 7: Additionally, **Yancey County** will adhere to the following guidelines during all procurement:

- A. Prior to any contract award, **Yancey County** shall verify the consultant and/or contractor's eligibility to participate in a federally assisted program.

- B. No consultant or bidder shall assist in the development of the Request for Proposals, in the Request for Qualifications, nor the construction bid posting in which the consultant or bidder has a direct or indirect interest.
- C. No consultant or bidder shall assist in the evaluation of proposals or bid packages for contracts in which that consultant or bidder has a direct or indirect interest. **Yancey County** shall adhere to all applicable Federal and State conflict of interest regulations in making contract awards.
- D. **Yancey County** shall request references or check references of contractors or firms who are awarded contracts with Federal grant funds and will request a written warranty for all goods and services provided through the small purchase's procedure.
- E. **Yancey County** shall not award any contract for federally assisted projects on a contingency or cost-plus-percentage of construction basis.
- F. **Yancey County** shall hold a pre-bid meeting and a pre-construction meeting for each construction project bid competitively using CDBG funds. Evaluation criteria for the bids may add points for attending the pre-bid meeting of contractors, but it is not a prerequisite.

PASSED BY THE **YANCEY COUNTY BOARD OF COMMISSIONERS, BURNSVILLE, NORTH CAROLINA.**

Adopted this 5th day of May, 2025.


Chairman

ATTEST:


Clerk

Yancey County Purchasing Procedures

Basic goals of Yancey County's purchasing procedures:

1. To comply with the legal and ethical requirements of public purchasing and procurement.
2. To promote good vendor relations by assuring them that impartial and equal treatment is afforded to all who wish to do business with the County. This will be accomplished through informed and fair buying practices and strict maintenance of ethical standards.
3. To receive maximum value for each dollar spent by making purchases from the lowest responsible vendor, taking into consideration quality, performance, technical support, delivery schedule, past performance and other relevant factors.
4. To provide County departments the required goods, equipment, and services at the time and place needed and in the proper quantity and quality.

General guidelines for purchasing supplies and materials:

1. Responsibility - It is the responsibility of the Department Head to approve purchases for the department and ensure that all Federal, State and Local purchasing requirements have been followed before an item/service is purchased or a contract is awarded. It is also the responsibility of the Department Head to ensure that the Conflict of Interest Policy has been upheld. (See Personnel Policy Manual Section 5.)
2. Local Purchasing - It is the desire of the County to purchase from vendors located within Yancey County whenever possible. This can be accomplished by insuring that local vendors who have goods or services available which are needed by the County are included in the competitive purchasing process. The County has a responsibility to its residents, however, to insure that maximum value is obtained for each public dollar spent. Therefore, the County cannot and will not make purchasing decisions solely on the basis of vendor residence. Rather, Yancey County will endeavor to encourage local vendors and suppliers to compete for all County business.
3. Planning - Planning for purchases should be done on both a short-term and long-term basis, thereby minimizing small orders and last minute purchases.

Planning will also reduce the number of trips required to obtain materials and minimize clerical and supervisory time spent on documenting purchases.

4. Buying proper quality - Quality and service are as important as price; and, it is the duty of the requesting department to secure the best, most economical quality that will meet but not exceed the requirements for which the goods or services are intended. In some instances the lowest price does not necessarily mean the lowest cost.

Purchasing Procedures Outlined:

1. Purchases Less than \$1,000 - Before a purchase is made, a Request for Purchase form for orders totaling less than \$1,000 must be completed by the Department Head and submitted to the Finance Office for approval.
2. Purchases More than \$1,000 - An official Yancey County Purchase Order must be completed for orders totaling \$1,000 or more. These Purchase Orders will be encumbered in the financial system.
3. Credit Card Purchases - Yancey County has one credit card which is held in the Finance Office. The card may be "checked out" if the expense has been approved. There is a sign-out sheet that must be completed during the time of "check out." When the card is returned, the card must be checked back in and a receipt provided at that time. In every case of credit card usage, the individual charging will be held personally responsible in the event that the charge is deemed personal or unauthorized.
4. Invoices - All invoices for departmental purchases (except routine items such as utilities) are to be reviewed for accuracy and completeness by the Department Head. The approved invoice should be initialed by the Department Head, attached to the Check Request form and the approved Request for Purchase form (or copy of Purchase Order for orders of \$1,000 or more), then sent to the Accounts Payable Clerk for payment.
5. Contracts - Contracts for purchasing products or services should be created and maintained. All contracts to exceed \$30,000 over the course of the year should be approved by the Board of Commissioners.

6. Major Expenditures - For all major expenditures such as computers, furniture, contracted services, etc. the following procedures must be followed:

Purchases of Supplies and materials (Less than \$30,000):

For expenditures of less than \$30,000, the Department Head, in conjunction with the County Manager, shall accept written or documented verbal quotes. Every effort to obtain 3 quotes should be exercised. Once the quote deemed in the best interest of the County is determined, the Department Head shall generate the Purchase Order and contact the successful bidder(s).

Informal Bids-Supplies and Materials (\$30,000-\$89,999):

The Department Head, in conjunction with the County Manager/County Planner, shall utilize the informal bidding process for purchases of \$30,000-\$89,999. The informal bidding process requires that competitive pricing be obtained in a written manner. These requests are sent to several sources who can supply the product(s) desired. Once received, and the quote deemed in the best interest of the County is determined, the Department Head shall generate the Purchase Order and contact the successful bidder(s).

Formal Bids – Supplies and Materials (\$90,000 and Greater):

In order to purchase supplies, apparatus, materials and equipment with an expenditure of \$90,000 or more, the Department Head in conjunction with the County Manager, shall develop and prepare specifications for bidding. The County Manager/County Planner shall be responsible for ensuring that all North Carolina General Statutes are satisfied, including, but not limited to, proper advertisement and receipt of sealed bids.

After receipt of a bid, the County Manager/County Planner shall review all bid responses to determine the bid deemed in the best interest of the County. The County Manager/County Planner shall make a formal recommendation of award, with supporting documentation to the Board of Commissioners.

Upon Board approval of the recommendation the County Manager/County Planner shall initiate the Purchase Order and contact the successful bidder(s).

Informal Construction or Repair Contracts (Less than \$500,000):

Construction, renovation or repair work of less than \$500,000 shall be the responsibility of the County Manager/County Planner, the contracted engineer and other County officials as deemed necessary. For projects less than \$30,000 the informal process utilizing competitive pricing obtained as written or documented verbal quotes should be followed. The bid award will be made to the lowest responsible bidder deemed in the best interest of the County. Upon approval by the Board of Commissioners (if over \$30,000) and execution of the contract, the County Manager/County Planner shall forward all signed contract information to the Finance Officer so that a Purchase Order can be generated to encumber the expenditure account.

Formal Construction or Repair Contracts (\$500,000 and greater):

Construction contracts within this range shall be the responsibility of the County Manager/County Planner and contracted engineer and other County officials as deemed necessary. These officials are responsible for specification development. After the formal bidding process is completed, the County Manager/County Planner or his/her designee shall recommend to the Board the lowest responsible bidder deemed in the best interest of the County. Upon award by the Board of Commissioners and execution of the contract, the County Manager/County Planner shall forward all signed contract information to the Finance Officer so that a Purchase Order can be generated to encumber the expenditure account.

Notwithstanding any of the above, and in the event of any conflict, all public contracts shall be let in accordance with Article 8 of Chapter 143 of the North Carolina General Statutes, and to the extent that any of the minimum amounts are increased per statute this policy shall automatically reflect those increases.

7. Miscellaneous Purchasing Procedures

The Pre-Audit Certification – The Finance Officer may not certify any Request for Purchase or Purchase Order unless sufficient unencumbered funds are available to pay the obligation when it is due.

IRS Form 1099-MISC - Yancey County must file information returns for each calendar year for payments made during the year of \$600 or more for rents or services made to each person of unincorporated entity. The County's policy is to not approve vendor invoices for payment until a tax identification number is received from the vendor.

Record Retention - All bids, including phone quotes, must be recorded and kept on file for a period of five (5) years.

State of North Carolina Purchase Contract and Cooperative Purchasing Agreements - Yancey County should utilize the State of North Carolina Department of Administration Purchase and Contract Division and/or established Cooperative Purchasing agreements whenever beneficial for purchasing capital and non-capital items. These system(s) expedite the purchase of goods, offers pricing compatible with quotes received from formal and informal bids, and satisfies North Carolina General Statutes.

Purchase Cut-Off Date – Purchase requests for materials, supplies, services and equipment for the ending current fiscal year must be in the Finance Office no later than May 31. Purchase requests of a routine nature that could have been scheduled prior to May 31, and are not critical, will be returned to the department for resubmission in the new fiscal year. This procedure affords the Finance Office the opportunity to complete fiscal year-end activities in a timely and proper manner.

Gifts and Favors - According to G.S. 133-32, it is unlawful for an contractor, subcontractor, or supplier who: (1) has a contract with a governmental agency, (2) has performed under such a contract within the past year, or (3) anticipates bidding on such a contract in the future, to make gifts or to give favors to any officer or employee of a governmental agency who is charged with: (a) preparing plans, specifications, or estimates for public contracts; (b) awarding or administering contracts; or (c) inspecting or supervising construction. It also is unlawful for such officer or employee to accept any gift or favor. Additionally, G.S. 14-234(a) requires that “no public officer or employee may solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the public agency he or she serves.”

Yancey County
Grant Project Ordinance
Neighborhood Revitalization Program
CDBG #23-C-4810

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

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

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

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

Community Development Grant	\$4,000,000.00
Total	\$4,000,000.00

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

Yancey County Neighborhood Revitalization Program CDBG #20-C-3626

Housing Rehabilitation	\$ 2,470,000.00
Relocation Assistance	\$ 1,330,000.00
Administration and Planning	\$ 200,000.00
Total Project	\$ 4,000,000.00

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

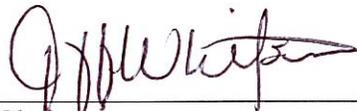
Section 6. Requests for funds should be made to the grantor agency in an orderly and timely manner as funds are obligated and expenses incurred.

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

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

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

ADOPTED this 5th day of May, 2025.



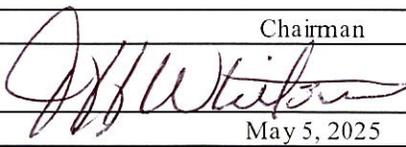
Chairman

ATTEST:



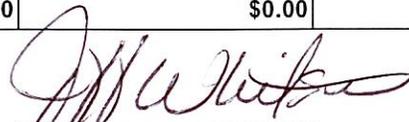
Clerk

APPLICATION SUMMARY – 2024 CDBG Neighborhood Revitalization Program

1. Applicant's name		Yancey County	2. Date	
a. Mailing Address		110 Town Square, Rom 11	<input type="checkbox"/> Original dated: 10/14/2024 <input checked="" type="checkbox"/> Amendment dated: 5/5/2025	
b. City and Zip Code		Burnsville, NC 28714		
c. County		Yancey		
d. Contact Person		Lynn Austin, County Manager		
e. Telephone Number		828-682-3971		
f. Fax Number		828-682-4301		
g. e-mail address		Lynn.austin@yanceycountync.gov		
h. UEI Number		L98MCUHKC2J8		
3. Preparer's Name		Michelle Ball	c. Telephone Number	
a. Firm's Name		High County Council of Governments	828-265-5434 ext. 115	
b. Mailing Address		468 New Market Blvd.		
c. City and Zip Code		Boone, NC 28705	f. Fax Number	
d. e-mail address		mball@hccog.org	N/A	
4. Developer's Name			c. Telephone Number	
a. Mailing Address				
b. City and Zip Code			a. Fax Number	
5. Development Name				
a. Street Address				
b. City and Zip Code				
c. Ownership Entity				
6. Program Category	7. Project Number	8. Project Name	9. CDBG Funds Requested	
C	1	Yancey County CDBG-Neighborhood Revitalization Program	\$ 4,000,000.00	
Rural Community Development Only	1		\$	
10. Certification by the Chief Elected Official				
a) I certify that to the best of my knowledge and belief:				
1. Data in this application is true and correct,				
2. Opportunities have been provided for citizen participation and access to information concerning the proposed activities,				
3. This document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached certifications and state standards if the assistance is approved.				
b) I acknowledge that, if funded, this application is part of the Grant Agreement.				
a. Typed Name and e-mail Address of Chief Elected Official		Jeff Whitson		
b. Typed Title		Chairman		
c. Signature				
d. Typed Date		May 5, 2025		
For REDD Use Only				
Date Received:			Application Number:	

COMMUNITY DEVELOPMENT BLOCK GRANT
BUDGET REVISION

PROJECT BUDGET REVISION FORM			
Per Bullentin 02-1			
NAME OF GRANTEE: Yancey County			
GRANT NUMBER 23-C-4810			
CDBG GRANT AMOUNT			\$4,000,000.00
Date: May 5, 2025			
ACTIVITY	PRESENT BUDGET	PROPOSE CHANGE IN BUDGET	REVISED BUDGET REVISION #
a. Acquisition			\$0.00
b. Disposition			\$0.00
c. Public facilities and improvements			\$0.00
(1) Senior and handicapped centers			\$0.00
(2) Parks, playgrounds and recreation facilities			\$0.00
(3) Neighborhood facilities			\$0.00
(4) Solid waste disposal facilities			\$0.00
(5) Fire protection facilities and equipment			\$0.00
(6) Parking facilities			\$0.00
(7) Public utilities, other than water and sewer			\$0.00
(8) Water & Sewer improvements (Grants prior to 1987)			\$0.00
(9) Street Improvements			\$0.00
(10) Flood and drainage improvements			\$0.00
(11) Pedestrian improvements			\$0.00
(12) Other public facilities			\$0.00
(13) Sewer (Grants beginning 1987)			\$0.00
(14) Water (Grants beginning 1987)			\$0.00
d. Clearance activities			\$0.00
e. Public Services			\$0.00
f. Relocation assistance	\$0.00	\$1,330,000.00	\$1,330,000.00
g. Construction, rehabilitation and preservation activities			\$0.00
(1) Construction or rehabilitation of commercial and industrial buildings			\$0.00
(2) Rehabilitation of privately owned dwellings			\$0.00
(3) Rehabilitation of publicly owned dwellings	\$3,600,000.00	-\$1,130,000.00	\$2,470,000.00
(4) Code enforcement			\$0.00
(5) Historic preservation			\$0.00
h. Development financing			\$0.00
(1) Working capital			\$0.00
(2) Machinery and equipment			\$0.00
i. Removal of architectural barriers			\$0.00
j. Other Activities			\$0.00
k. SUBTOTAL	\$3,600,000.00	\$200,000.00	\$3,800,000.00
l. Planning	\$3,500.00	\$0.00	\$3,500.00
m. Administration	\$396,500.00	-\$200,000.00	\$196,500.00
n. TOTAL	\$4,000,000.00	\$0.00	\$4,000,000.00


Authorized Signature

DISCLOSURE REPORT

1. Applicant/Recipient Name, Address, and Phone:
2. **Check One:** Initial Report Update Report
3. **Social Security Number or Employer ID Number:** 56-6000453
4. **Project Name and Location:** Yancey County CDBG-Neighborhood Revitalization Program
Scattered Sites throughout Yancey County
5. **Total Amount requested/received** (including anticipated program income): \$4,000,000
6. **Other government assistance.** (Check One):
 - No other government assistance is, or is expected to be, provided for this project
 - All other government assistance provided for this project is listed on the table below/attached page(s).

(Note: Disclosures must be complete and accurate but, need to be made only once for this report. If assistance is reported in the Sources and Uses disclosure section, then it need not also be reported here. If there is assistance reportable here, but reported only in the Sources and Uses disclosure, (check here):

Assistance is disclosed in Sources and Uses Attachments

Agency Name and Address	Program and Type of Assistance	Amount Requested/Received

7. **Interested Parties.** (Check One):
 - No parties have a reportable financial interest in this project. Interested parties include developers, contractors, consultants, individuals, entities including units of government with a financial interest greater than \$50,000 or 10 percent of the assistance (whichever is lower; being a party to a contract procured under Federal procurement regulations at 2 CFR Part 200 does not, by itself, constitute a reportable financial interest).
 - All parties with a reportable financial interest are listed on table below/attached page(s).

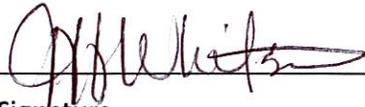
Name and Address	Type of Participation	Interest (\$ and %)

8. All expected sources of funds available or expected to be available for the project or activity and all reportable uses of funds are included in the application for funds and on the following forms (check all that apply):

- CDBG **PROJECT BUDGET**
- CDBG **LOCAL COMMITMENT FORM**
- Other Attachment(s). Describe: _____

9. **Certification:**

I hereby certify that all information in this report and its attachments is true and complete.



Signature

May 5, 2025

Date

STATE OF NORTH CAROLINA

YANCEY COUNTY

RECYCLING & DISPOSAL CONTRACT

This Scrap Tire Recycling and Disposal Contract ("Contract") made and entered on this 1st day of April 2025 ("Anniversary Date"), by and between the County of Yancey, a political subdivision of the State of North Carolina, hereafter referred to as "County" and U.S. Tire Recycling at 6322 Poplar Tent Road Concord, North Carolina 28027, herein after referred to as the "Contractor".

WITNESSETH

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

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

1) Scrap Tire Volume Generated

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

2) Recycling and Disposal Services**a) Contractor Responsibilities**

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

b) County Responsibilities

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

STATE OF NORTH CAROLINA

YANCEY COUNTY

3) Term

This Contract shall be in full force and effect for a period of five (5) years from the date of execution, unless terminated earlier per Section 8 (b) with two (2) automatically extended annual renewal terms at the end of each successive term unless either party notifies the other party in writing 30 days prior to the expiration of the term of his desire to terminate this contract, in which case the term shall end as scheduled.

4) Time of Performance

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

5) Invoices

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

6) Collection Disposal Fees

The County shall pay the Contractor for the work described in Section 2, including processing and transportation of all passenger and truck tires, the sum of \$208.08 per ton, with a ten (10) ton minimum per van trailer. A Consumer Price Index / South Region adjustment will be calculated in March of each year and Contractor will notify the county of any increase at that time. Consumer Price Index adjustments will be applied to the contract price each year on July 1. Off-road tires are charged at the rate of \$500.00. USTR reserves the right to apply a special handling surcharge fee for all tires that appear to have been burned, buried or shredded prior to transfer to their facility.

Fuel Sur-charge is calculated on a base price of fuel being in the range of \$2.50 to \$2.74 per gallon. Total round trip 281 miles for this transaction are multiplied times the incremental adjustment shown with that average price per gallon. Average price increments with corresponding Sur-charge are listed below. The price of diesel fuel for the purposes of this agreement shall be the diesel price for the East Coast, as obtained from the Diesel Fuel Hotline (202) 586-6966.

STATE OF NORTH CAROLINA

YANCEY COUNTY

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

7) Taxes, etc. clause

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

8) Termination

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

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

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

9) Force Majeure

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

b) Definition: Force Majeure - For purposes herein, Force Majeure shall be termed as any event or occurrence of any nature or kind in respect to the duties herein

STATE OF NORTH CAROLINA

YANCEY COUNTY

that is beyond the control of and occurs without the negligence of the party invoking the same, including without limitation: acts of God or of a public enemy, acts of government or governmental authority in either its sovereign or contractual capacity, wars, riots, fires, floods, explosions, epidemics, boycotts, excessive fuel prices, blackouts, strikes, labor disputes, equipment breakdowns, and any transportation problem directly affecting or inhibiting pickups.

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

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

10) Representations

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

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

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

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

10.2) County represents warrants and covenants to Contractor that:

a) The execution, delivery and performance of this Contract by County have been duly and validly authorized by all corporate action required to be taken and will not result

STATE OF NORTH CAROLINA

YANCEY COUNTY

in a breach of, constitute a Default under, or violate the terms of decree, order, contract or agreement to which County is a party or by which it may be bound. Concurrently herewith, County tenders unto Contractor a certified copy of the resolution of its Board of Commissioners authorizing execution and delivery of this Contract.

11) Insurance

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

12) Hold Harmless

The Contractor does hereby indemnify and hold the County free and harmless from liability on account of injury or damage to persons or property which may result from the negligent conduct or operations arising out of the business of collection, removal and transportation of tires in accordance with the terms of this contract; and, in the event that any suit or proceeding is brought against the County at law or in equity, either independently or jointly with the Contractor, or either of them, on account of such negligent acts, the Contractor will defend the County in any such suit or proceeding at the cost of the Contractor, and in the event of a final judgment of decree being brought against either of them, the Contractor will pay such judgment or comply with such decree with all costs and expenses of whatsoever nature and hold the County harmless therefrom.

13) Disputes

Any matter that arises hereunder that cannot be settled in negotiations between the parties hereto shall be handled according to the laws, legal processes and courts of the State of North Carolina. Any final decision therefrom shall be valid and binding upon the parties hereto and enforceable at law. The venue for any action arising out of this contract shall be the general court of justice, County of Yancey N.C.

STATE OF NORTH CAROLINA

YANCEY COUNTY

14) Miscellaneous

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

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

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

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

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

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

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

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

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

County
Yancey County
110 Town Square
Burnsville, NC 28714

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

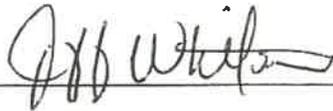
14.10) This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Contract nor any of the rights, interests, or obligations hereunder shall be assigned by either party hereto without the prior written consent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

STATE OF NORTH CAROLINA

YANCEY COUNTY

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

YANCEY COUNTY

BY 

ATTEST



U.S. TIRE RECYCLING

BY 

ATTEST



RESOLUTION OF TENTATIVE AWARD

WHEREAS, Yancey County, North Carolina has received bids, pursuant to duly advertisement notice therefore, for construction of the **Charlie Brown Rd Sewer Extension et al (SRP-W-ARP-0197)**, and

WHEREAS, Civil Design Concepts P.A., the County's Consulting Engineers have reviewed the bids; and

WHEREAS, TP Howards Plumbing Co., Inc. was the lowest bidder for the **Charlie Brown Rd Sewer Extension et al**, in the total bid amount of **\$1,155,000.00**, and

WHEREAS, the consulting Engineers recommend **TENTATIVE AWARD** to the lowest bidder(s).

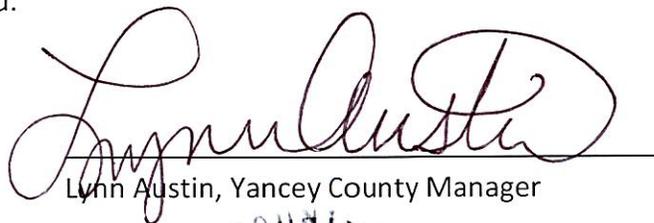
NOW, THERE FORE, BE IT RESOLVED that **TENTATIVE AWARD** is made to the lowest bidder(s), **TP Howards Plumbing Co., Inc.** in the Total Bid Amount of \$1,155,000.00 .

Name of Contractor	Amount
1. TP Howards Plumbing Co., Inc.	\$1,155,000.00

BE IT FURTHER RESOLVED that such **TENTATIVE AWARD** be contingent upon the approval of the North Carolina Department of Environmental Quality – Division of Water Infrastructure.

Upon motion of Commissioners Ledford, seconded by Commissioner Greene, the above **RESOLUTION** was unanimously adopted.

This is 5th day of May 2025.


 Lynn Austin, Yancey County Manager

Attest: 

Morgan West, Clerk to the Board



RESOLUTION

Of the Yancey County Board of County Commissioners Concerning
The Sale of Surplus Property

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, more particularly described in a Deed recorded at Yancey County Deed Book 930, Page 62, containing approximately 1 acres, more or less with a Parcel Identification Number of 082200680608000 (hereinafter "Property"); and

WHEREAS, by prior RESOLUTION heretofore adopted, the Board declared the Property no longer necessary and undesirable for public purposes; and

WHEREAS, the above referenced RESOLUTION authorized the disposition of the Property by either negotiated offer, advertisement and upset bid or by advertisement for sealed bids; and

WHEREAS, subsequent thereto the Board received an offer from Scott and Crystal Garland to purchase the Property in consideration of \$1,500.00 and the Board proposes to accept said offer subject to the terms and provisions of NC Gen. Stat. 160A-269; and

WHEREAS, the offer has been advertised for upset bids as required by law, said advertisement having been published in a newspaper having general circulation in Yancey County, North Carolina as required by the applicable statutes; and

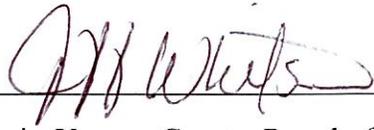
WHEREAS, more than ten days have expired since said publication and no upset bids have been made as required by said statute.

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

_____ 1) That the above referenced offer and proposed contract made by Scott and Crystal Garland be rejected.

~~_____~~ 2) That the above referenced offer and proposed contract made by Scott and Crystal Garland be confirmed and accepted and that the Chairman of the Board of County Commissioners execute and deliver a deed to the purchaser pursuant to the terms and provisions of the above-referenced offer by Scott and Crystal Garland upon receipt of the purchase price set forth in the offer and contract and that the Clerk to this Board certify a copy of this Resolution to be attached to the deed conveying the Property pursuant to the terms and provisions of the proposed offer and contract.

This the 5th day of May 2025.



Chair, Yancey County Board of Commissioners

ATTEST:

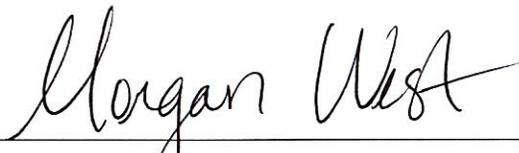


Clerk, Yancey County Board of Commissioners

CERTIFICATION

The undersigned Clerk to the Yancey County Board of Commissioners does by execution hereof certify the foregoing to be a true and accurate copy of action taken by said Board as stated therein. WITNESS my hand and seal.

This the 5th day of May 2025.



Clerk, Yancey County Board of Commissioners



RESOLUTION

Of the Yancey County Board of County Commissioners Concerning
The Sale of Surplus Property

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, more particularly described in a Deed recorded at Yancey County Deed Book 929, Page 365, containing approximately 4.78 acres, more or less with a Parcel Identification Number of 073900192236000 (hereinafter "Property"); and

WHEREAS, by prior RESOLUTION heretofore adopted, the Board declared the Property no longer necessary and undesirable for public purposes; and

WHEREAS, the above referenced RESOLUTION authorized the disposition of the Property by either negotiated offer, advertisement and upset bid or by advertisement for sealed bids; and

WHEREAS, subsequent thereto the Board received an offer from Mike and Tammy Black to purchase the Property in consideration of \$8,000.00 and the Board proposes to accept said offer subject to the terms and provisions of NC Gen. Stat. 160A-269; and

WHEREAS, the offer has been advertised for upset bids as required by law, said advertisement having been published in a newspaper having general circulation in Yancey County, North Carolina as required by the applicable statutes; and

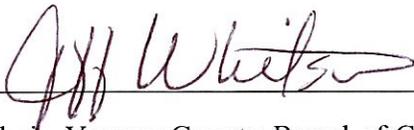
WHEREAS, more than ten days have expired since said publication and no upset bids have been made as required by said statute.

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

_____ 1) That the above referenced offer and proposed contract made by Mike and Tammy Black be rejected.

_____ 2) That the above referenced offer and proposed contract made by Mike and Tammy Black be confirmed and accepted and that the Chairman of the Board of County Commissioners execute and deliver a deed to the purchaser pursuant to the terms and provisions of the above-referenced offer by Mike and Tammy Black upon receipt of the purchase price set forth in the offer and contract and that the Clerk to this Board certify a copy of this Resolution to be attached to the deed conveying the Property pursuant to the terms and provisions of the proposed offer and contract.

This the 5th day of May 2025.



Chair, Yancey County Board of Commissioners

ATTEST:



Clerk, Yancey County Board of Commissioners

CERTIFICATION

The undersigned Clerk to the Yancey County Board of Commissioners does by execution hereof certify the foregoing to be a true and accurate copy of action taken by said Board as stated therein. WITNESS my hand and seal.

This the 5th day of May 2025.



Clerk, Yancey County Board of Commissioners

