

**Minutes of the July 14, 2025**  
**Regular Meeting of the Yancey County Board of Commissioners**  
**Held at 6:00 pm in the Yancey County Courtroom**  
**Yancey County Courthouse, Burnsville North Carolina**

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

**Call to Order**

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

**Invocation and Pledge of Allegiance to the Flag**

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

**Approval of the Agenda**

Commissioner made the motion to approve the agenda, with Commissioner Ledford 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 2025-2026 FY Budget Work Session Minutes
- b. Approval of the May 19, 2025 Closed Session Minutes
- c. Approval of the June 2, 2025 Closed Session Minutes
- d. Approval of the May 5, 2025 Regular Meeting Minutes
- e. Approval of the May 5, 2025 Closed Session Minutes
- f. Approval of the May 6, 2025 Special Meeting Minutes
- g. Approval of the June 9, 2025 Regular Meeting Minutes
- h. Approval of the June 9, 2025 Closed Session Minutes
- i. Approval of the June 23, 2025 Special Meeting Minutes
- j. Approval of FY 2025-26 DSS Attorneys' Contract for Legal Services – Reeves DiVenere Wright (Attachment B)
- k. Approval of Tax Release/Adjustments 2025 (Attachment C)
- l. Prior Years (2010-2014) Real & Personal Taxes Deemed as Insolvents – Informational (Attachment D)
- m. 2024-2025 Annual Settlement for Unpaid Personal Property/Real Property Taxes by the Interim Yancey County Tax Administrator as of 6/30/25 - Informational (Attachment E)
- n. June 2025 Tax Collection Reports – Informational (Attachment F)

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

**Department Update**

Ed Seel, Veterans Service Officer presented an update on the department, highlighting ongoing efforts to support the local veterans and their families through assistance and programs through outreach and advocacy.

### **Lucy Wilson- Funshine**

Lucy Wilson who oversees Camp Funshine annually shared an update on the successful camp held for 2025 and expressed her gratitude for the continued support.

### **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 G)

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

### **Board Appointment**

Chairman Whitson stated there a vacancy on the Tourism Development Authority (TDA) Board, due to Jake Blood being unable to continue to serve. Catherine Thompson-Ferreira was willing to serve in the capacity of representing tourism and Mount Mitchell State Park, if there were no other nominations. No other nominations were made, and on the motion duly made by Commissioner Norton and seconded by Commissioner Greene the Board voted unanimously to appoint Catherine Thompson-Ferreira for the remainder of Jake Blood's term on the TDA.

### **ARC Grant Closeout – Public Hearing**

Chairman Whitson recognized County Manager Austin who presented the reason for the public hearing being required to closeout of the Appalachian Regional Commission (ARC) funding that was received in 2018 for improvements to the East Yancey Water and Sewer Systems in the amount of \$300,000. Chairman Whitson asked for a motion to open the floor for a public hearing. On the motion duly made by Commissioner Grindstaff and seconded by Commissioner Greene, the Board voted unanimously to open the floor for the purpose of holding the public hearing. One member of the public made a comment related to funding. On the motion duly made by Commissioner Greene and seconded by Commissioner Ledford, the Board voted unanimously to close the public hearing.

### **County Manager's Report**

County Manager Austin gave updates regarding several updates on various projects that are ongoing, including FEMA; and also recognized Phillip Jennings, SDR liaison who gave an update for SDR debris removal in Yancey County.

### **County Commissioners Report**

None.

### **County Attorney's Report**

None.

### **Public Comments**

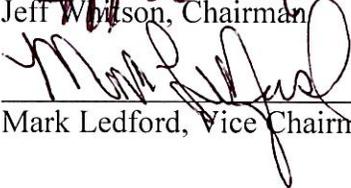
Four members of the public spoke regarding democracy, consent agenda requests, Cane River Park rebuild, and Mt. Mitchell Golf Course. Danny McIntosh spoke about Avon Allen, a faithful public servant who had recently passed.

### **Adjournment**

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

Approved and authenticated this the 11th day of August 2025.

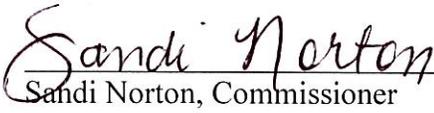
  
\_\_\_\_\_  
Jeff Wilson, Chairman

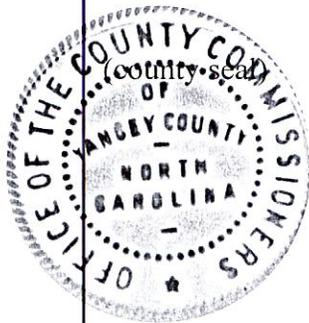
  
\_\_\_\_\_  
Mark Ledford, Vice Chairman

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

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

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

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





**AGENDA**  
**YANCEY COUNTY BOARD OF COMMISSIONERS**  
**REGULAR BUSINESS MEETING**  
**JULY 14, 2025**  
**6:00 PM**

- I. Call to Order – Chairman Jeff Whitson**
- II. Invocation and Pledge of Allegiance to the Flag**
- III. Approval of the Agenda**
- IV. Consent Agenda**
  - a. Approval of 2025-2026 FY Budget Work Session Minutes**
  - b. Approval of the May 19, 2025 Closed Session Minutes**
  - c. Approval of the June 2, 2025 Closed Session Minutes**
  - d. Approval of the May 5, 2025 Regular Meeting Minutes**
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  - j. Approval of FY 2025-26 DSS Attorneys’ Contract for Legal Services – Reeves DiVenere Wright**
  - k. Approval of Tax Release/Adjustments 2025**
  - l. Prior Years (2010-2014) Real & Personal Taxes Deemed as Insolvents - Informational**
  - m. 2024-2025 Annual Settlement for Unpaid Personal Property/Real Property Taxes by the Interim Yancey County Tax Administrator as of 6/30/25 - Informational**
  - n. June 2025 Tax Collection Reports – Informational**
- V. Department Updates**
  - a. Ed Seel, Veterans Service Officer**
- VI. Lucy Wilson - Funshine**
- VII. Danny McIntosh – Interim Tax Administrator**
  - a. Tax Refund/Releases/Late Applications**
- VIII. Board Appointment – Tourism Development Authority (TDA) (1)**
- IX. ARC Grant Closeout**
  - a. PUBLIC HEARING**
- X. County Manager’s Report – Lynn Austin**
- XI. County Commissioners’ Report**
- XII. County Attorney’s Report – Donny Laws**
- XIII. Public Comments**
- XIV. Adjourn**

Sonya Morgan  
Director  
Telephone  
(828) 682-6148  
Fax  
(828) 682-1602



Social Services Board  
Amy Flynn, Chair  
Johnny Riddle, VC  
Jill Austin  
Gretchen Banks  
Jeanne Tyner

Yancey County  
Department of Social Services  
PO Box 67  
Burnsville, NC 28714

July 1, 2025

Tamara C. DiVenere  
280 Queen Street  
Boone, NC 28607

Dear Ms. DiVenere:

Enclosed please find the FY 2025-26 contract with the Yancey County Department of Social Services (DSS).

Please sign, notarize, and return the original fully executed contract to DSS. It can be mailed to us at the address listed above, or emailed to Michele Wood, at [michele.wood@yanceycountync.gov](mailto:michele.wood@yanceycountync.gov).

Thank you for your continued support and efforts to improve the lives of the families in Yancey County.

Sincerely,

Sonya Morgan  
Director

enclosures



**8. Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

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

**For the County:**

| IF DELIVERED BY US POSTAL SERVICE |  | IF DELIVERED BY ANY OTHER MEANS |                        |
|-----------------------------------|--|---------------------------------|------------------------|
| Name & Title                      | Sonya Morgan, Director   | Name & Title                    | Sonya Morgan, Director |
| County                            | Yancey County  | County                          | Yancey County          |
| Mailing Address                   | PO Box 67  | Street Address                  | 320 Pensacola Road     |
| City, State, Zip                  | Burnsville, NC 28714   | City, State, Zip                | Burnsville, NC 28714   |
| Telephone                         | (828) 682-6148   |                                 |                        |
| Fax                               | (828) 682-6712   |                                 |                        |
| Email                             | <a href="mailto:sonya.morgan@yanceycountync.gov">sonya.morgan@yanceycountync.gov</a> |                                 |                        |

**For the Contractor:**

| IF DELIVERED BY US POSTAL SERVICE |  | IF DELIVERED BY ANY OTHER MEANS |  |
|-----------------------------------|--|---------------------------------|--|
| Name & Title                      | Tamara C. DiVenere, Attorney                                       | Name & Title                    | Tamara C. DiVenere, Attorney                       |
| Company Name                      | Reeves Law Firm, PLLC d/b/a Reeves DiVenere Wright                 | Company Name                    | Reeves Law Firm, PLLC d/b/a Reeves DiVenere Wright |
| Mailing Address                   | PO Box 67  | Mailing Address                 | 202 East Main Street                               |
| City State Zip                    | West Jefferson, NC 28694   | City State Zip                  | West Jefferson, NC 28694                           |
| Telephone                         | (336) 246-7172   |                                 |  |
| Fax                               | (336) 246-5966   |                                 |  |
| Email                             | <a href="mailto:tdivenere@rdwlegal.com">tdivenere@rdwlegal.com</a> |                                 |  |

**10. Supplementation of Expenditure of Public Funds:**

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

**11. Disbursements:** As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
  - Validity and accuracy of payment
  - Payment due date
  - Adequacy of documentation supporting payment
  - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

**12. Outsourcing to Other Countries:**

The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

**13. Federal Certifications:**

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

**14. Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

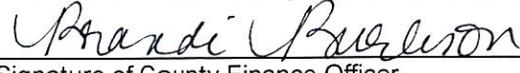
The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

COUNTY  
  
Signature (must be legally authorized to sign contracts for County DSS) Date 7/14/25  
Lynn Austin CO. Manager  
Printed Name Title

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

  
Signature of County Finance Officer Date 7/14/25

## GENERAL TERMS AND CONDITIONS

### Relationships of the Parties

**Independent Contractor:** The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the County.

**Subcontracting:** The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

**Assignment:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

### Indemnity and Insurance

**Indemnification:** The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in

connection with the performance of this contract to the extent permitted by law.

### Default and Termination

**Termination Without Cause:** The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

**Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

**Waiver of Default:** Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

**Availability of Funds:** The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

**Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations,

guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

### Intellectual Property Rights

**Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

### Compliance with Applicable Laws

**Compliance with Laws:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

**Health Insurance Portability and Accountability Act (HIPAA):** The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

### Confidentiality

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

**Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

**Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the County's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

**Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

### Oversight

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the County. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

## Miscellaneous

**Choice of Law:** The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Gender and Number:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

**Time of the Essence:** Time is of the essence in the performance of this contract.

**Key Personnel:** The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

**Care of Property:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

**Travel Expenses:** Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

**Sales/Use Tax Refunds:** If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

**ATTACHMENT B – Scope of Work**

**Federal Tax Id. 26-3936586**

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Reeves Law Firm, PLLC d/b/a Reeves DiVenere Wright
2. *If different* from Contract Administrator Information in General Contract:

Reeves DiVenere Wright  
202 East Main Street  
PO Box 67  
West Jefferson, NC 28694

Telephone Number: (336) 246-7172 Fax Number: (336) 246-5966

Reeves DiVenere Wright  
280 Queen Street  
Boone, NC 28607

Telephone Number: (828) 268-9640 Fax Number: (828) 262-3699

Email: [tdivenere@rdwlegal.com](mailto:tdivenere@rdwlegal.com)

3. Name of Program (s): Agency Attorney in Conflict Cases
4. Status:       Public        Private, Not for Profit       X Private, For Profit
5. Contractor's Financial Reporting Year   7/1/2025 through 6/30/2026

B. Explanation of Services to be provided and to whom:

John B. “Jak” Reeves, Tamara C. DiVenere, and/or Anne C. Wright will handle legal services when there is a conflict of interest with cases involving agency attorney Danny Hockaday as a part of the following:

- 1) Adoption Services
- 2) Foster Care Services for Children
- 3) Protective Services for Adults
- 4) Legal Services for Clients
- 5) Legal representation for Agency
- 6) Protective Services for Children; Legal representation for Agency
- 7) IV-D Cases
- 8) Appeals

Yancey County Department of Social Services (YCDSS) will reimburse for amounts charged for subpoenaed clients. This in no way constitutes a contract between YCDSS and aforementioned. Payment for cases that return to court for Guardianship will only be reimbursed if YCDSS is legally required to be involved.

C. Rate per unit of Service (define the unit):

1. Standard Fixed Rate Maximum Allowable of \$200.00 per hour.

D. Number of units to be provided: Varies

E. Details of Billing process and Time Frames:

Billing will be submitted by the end of each month. All bills under this contract will be submitted by the end of the fiscal year. Court orders will be completed within 60 days of court hearings.

F. Area to be served/Delivery site(s): Adoption Services, Foster Care Services and Protective Services for Children and Adults.



County Manager  
Yancey County

7/14/25  
Date

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Date

## FEDERAL CERTIFICATIONS

**The undersigned states that:**

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
  - a. The Certification Regarding Nondiscrimination;
  - b. The Certification Regarding Drug-Free Workplace Requirements;
  - c. The Certification Regarding Environmental Tobacco Smoke;
  - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
  - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]  
 He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;  
  
**OR**  
 He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

---

Signature

Title

---

Contractor Name

Date

**[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]**

### I. Certification Regarding Nondiscrimination

**The Contractor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

## II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing a drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The Contractor's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
  - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
    - i. Taking appropriate personnel action against such an employee, up to and including termination; or
    - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

### Address

1. Offices of Reeves Law Firm, PLLC d/b/a Reeves DiVenere Wright
  2. Yancey County Courthouse
  3. Yancey County Department of Social Services
3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
  4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

### III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

**The Contractor certifies** that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

### IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

#### Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or

voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

### **Certification**

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **V. Certification Regarding Lobbying**

**The Contractor certifies**, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

### **VI. Disclosure Of Lobbying Activities**

#### **Instructions**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.
2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

**Disclosure Of Lobbying Activities  
(Approved by OMB 0344-0046)**

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

|   |   |   |
|---|---|---|
| <p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract<br/> <input type="checkbox"/> b. grant<br/> <input type="checkbox"/> c. cooperative agreement<br/> <input type="checkbox"/> d. loan<br/> <input type="checkbox"/> e. loan guarantee<br/> <input type="checkbox"/> f. loan insurance</p>   | <p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/offer/application<br/> <input type="checkbox"/> b. Initial Award<br/> <input type="checkbox"/> c. Post-Award</p>   | <p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing<br/> <input type="checkbox"/> b. material change</p> <p><b>For Material Change Only:</b><br/> Year _____ Quarter _____<br/> Date Of Last Report: _____</p> |
| <p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime<br/> <input type="checkbox"/> Subawardee Tier (if known) _____</p> <p>Congressional District (if known) _____</p>   |   | <p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District (if known) _____</p>   |
| <p>6. Federal Department/Agency:</p>  | <p>7. Federal Program Name/Description:</p> <p>CFDA Number (if applicable) _____</p>  |   |
| <p>8. Federal Action Number (if known)</p>  | <p>9. Award Amount (if known) \$</p>  |   |
| <p>10. a. Name and Address of Lobbying Entity<br/>(if individual, last name, first name, MI):</p> <p>_____</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>   |   | <p>b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):</p> <p>_____</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>                                 |
| <p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>   | <p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer<br/> <input type="checkbox"/> b. one-time fee<br/> <input type="checkbox"/> c. commission<br/> <input type="checkbox"/> d. contingent fee<br/> <input type="checkbox"/> e. deferred<br/> <input type="checkbox"/> f. other; specify: _____</p> |   |
| <p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash<br/> <input type="checkbox"/> b. In-kind; specify: Nature _____<br/> Value _____</p>   |   |   |
| <p>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary):</p> <p>_____</p>  |   |   |
| <p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>  |   |   |
| <p>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> |   | <p>Signature: _____<br/> Print Name: _____<br/> Title: _____<br/> Telephone No: _____ Date: _____</p>   |
| <p>Federal Use Only</p>   |   | <p>Authorized for Local Reproduction<br/>Standard Form - LLL</p>  |

Contract # 2618  
Reeves DiVenere Wright

**ATTACHMENT D**  
**Conflict of Interest Policy**

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other

governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**G. Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Signature of Organization Official

\_\_\_\_\_  
Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of \_\_\_\_\_

I, \_\_\_\_\_, Notary Public for said County and State, certify  
that

\_\_\_\_\_ personally appeared before me this day and  
acknowledged

that he/she is \_\_\_\_\_ of  
\_\_\_\_\_ [enter name of entity]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Official Seal)

Notary Public

My Commission expires \_\_\_\_\_, 20 \_\_\_\_

## Attachment E – No Overdue Tax Debts

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**Instructions:** Grantee/Provider should complete this certification for all funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form must be provided to the County Department of Social Services/Human Services.

*Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.*

**Reeves Law Firm, PLLC d/b/a Reeves DiVenere Wright  
PO Box 67  
West Jefferson, NC 28694**

**July 1, 2025**

To: Yancey County Department of Social Services

**Certification:**

I certify that Reeves Law Firm, PLLC d/b/a Reeves DiVenere Wright, does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. I further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

**Sworn Statement:**

\_\_\_\_\_, being duly sworn, say that I am the Attorney of the practice of Reeves Law Firm, PLLC d/b/a Reeves DiVenere Wright in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

\_\_\_\_\_  
Attorney

Sworn to and subscribed before me on the day of the date of said certification.

\_\_\_\_\_  
(Notary Signature and Seal)

My Commission Expires: \_\_\_\_\_

<sup>1</sup> G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.”

Yancey County Department of Social Services/Human Services  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**BUSINESS ASSOCIATE ADDENDUM**

This Agreement is made effective the 1st day of **July, 2025**, by and between **Yancey County Department of Social Services** (“Covered Entity”) and **Reeves Law Firm, PLLC d/b/a Reeves DiVenere Wright** (“Business Associate”) (collectively the “Parties”).

**1. BACKGROUND**

- a. Covered Entity and Business Associate are parties to a contract entitled **Contract #2618 Attorney for Agency** (the “Contract”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of **Yancey County** as the **Yancey County Department of Social Services (DSS)** as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

**2. DEFINITIONS**

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. “HIPAA” means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR 164.103.
- f. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his designee.

- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

### 3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the **Yancey County Department of Social Services**, in a time and manner designated by the Secretary, for purposes of the **Yancey County Department of Social Services** determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

#### 4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
  - 1) would not violate the Privacy Rule if done by Covered Entity; or
  - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
  - 1) disclosures are Required By Law; or
  - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

#### 5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
  - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

- 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
- 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. **Effect of Termination.**

- 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

**6. GENERAL TERMS AND CONDITIONS**

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

COUNTY  \_\_\_\_\_ Date 7/14/25

Signature *(must be legally authorized to sign contracts for County DSS)* \_\_\_\_\_ Date \_\_\_\_\_

Printed Name Lynn Austin \_\_\_\_\_ Title County Manager

Rev. 6-7-2015

This document will be used to determine if you have a business associate relationship with a contractor. This form should be completed on all contracts that have a HIPAA covered health care component. This would include all health related information.

Contractor: Reeves DiVenere Wright Contract Number: 2618 Date: 7/1/2025 to 6/30/2026

## HIPAA ASSESSMENT FORM

| Questions   | Notes   | Steps  |
|---|---|--|
| 1. Has a relationship been initiated Yes allows the contractor to perform a function or activity for, or on behalf of, County Department of Social Services HIPAA covered health care component?                    |   | YES—Go to Question 2.<br>NO—Stop. There is no business associate relationship.   |
| 2. Is the function or service to be Yes rendered by the contractor on an activity other than treatment of clients?  | NOTE: The sharing of Individually identifiable health information with another treatment contractor for treatment purposes only does not require a business associate agreement. See 45 CFR §164.502(e)(1)(ii)(A)   | YES—Go to Question 3.<br>NO—Stop. There is no business associate relationship.   |
| 3. Does the function or service to Yes be rendered by the contractor involve the use or disclosure of the County Department of Social Services individually identifiable health information?                        | NOTE: Data that does not contain A County Department of Social Services individually identifiable health information is not covered by HIPAA and thus does not have to be protected through a business associate agreement.   | YES--Go to Question 4.<br>NO—Stop. There is no business associate relationship.  |
| 4. Are the services rendered by No staff from the contractor performed on the premises of the covered health care component, using the component's resources and following the component's policies and procedures? | NOTES: Whenever a service is rendered on the premises of a covered component, utilizing the component's resources and following the component's policies and procedures, the person rendering such services is considered a member of the component's workforce, and is required to comply with the component's privacy policies and procedures. No business associate agreement is required. | NO—Got Question 5.<br>YES—Stop. There is not business associate relationship.  |
| 5. Is the contractor performing a Yes type(s) of function/activity for or on the behalf of the County Department of Social Services HIPAA covered health  | Check appropriate service(s):<br><input checked="" type="checkbox"/> Attorney Representing Agency<br><input type="checkbox"/> Benefits Management   | <b>YES—You have identified a business associate relationship.</b> The specified function/activity, which involves the sharing of individually identifiable |

|  |   |   |
|--|---|---|
| <p>component that is directly related to the covered health component's continued operation?</p>   | <input type="checkbox"/> Patient Accounts Billing<br><input type="checkbox"/> Claims Processing<br><input type="checkbox"/> Claims Administration<br><input type="checkbox"/> Bill Collections<br><input type="checkbox"/> Professional Services<br><input type="checkbox"/> Special Population Assessments<br><input type="checkbox"/> Data Analysis<br><input type="checkbox"/> Data Processing<br><input type="checkbox"/> Data Administration<br><input type="checkbox"/> JCAHO<br><input type="checkbox"/> Council on Accreditation<br><input type="checkbox"/> Re-pricing<br><input type="checkbox"/> Rate Setting<br><input type="checkbox"/> Practice Management<br><input type="checkbox"/> Software Support<br><input type="checkbox"/> Utilization Review<br><input type="checkbox"/> Quality Assurance<br><input type="checkbox"/> Contract Analysis<br><input type="checkbox"/> Central Office<br><input type="checkbox"/> Supervision<br><input type="checkbox"/> Security<br><input type="checkbox"/> Dietary<br><input type="checkbox"/> Machine Maintenance<br><input type="checkbox"/> Facility Maintenance<br><input type="checkbox"/> Landscaping<br><input type="checkbox"/> Housekeeping<br><input type="checkbox"/> Hardware Support<br><input type="checkbox"/> Audits/Surveys<br><input type="checkbox"/> Purchasing | <p>health information, is provided by the contractor. This constitutes a business associate relationship as such information must be protected the same as required of the HIPAA covered health care component. There are two types of business associate relationships: External Business Associate relationships: You have indentified an External business associate relationship if you are contracting with any entity outside city, county or state government. A <u>Business Associate Addendum</u> must be signed and included with the contract. If you are completing a Memorandum of Agreement (MOA) with a governmental entity the <u>Government Associate Addendum</u> must be utilized. NO—STOP. There is no business associate relationship.</p> |
| <p><b>ADDITIONAL REQUIRMENTS</b></p>   |   |   |
| <p><b>NOTE:</b> Make sure all county requirements are met for internally notifying the correct parties for External and Internal Business Associates</p> |   |   |

Rev: 7-1-2013

**ATTACHMENT J**

**CERTIFICATION REGARDING TRANSPORTATION**

Yancey County Department of Social Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Yancey County Department of Social Services;
5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)
6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)
7. Contractor will maintain records documenting the following:
  - a. Valid current copies of Drivers License for all drivers;
  - b. Current valid Vehicle Registration, for all vehicles transporting clients;
  - c. Driving records for all drivers for the past three years and with annual updates;
  - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
  - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency/Organization

\_\_\_\_\_  
Date

(Certification signature should be same as Contract signature.)

## State Certifications

### Contractor Certifications Required by North Carolina Law

**Instructions:** The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: <http://www.ncga.state.nc.us/gascritps/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

### Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
- (b) [check **one** of the following boxes]
- Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
- The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors,
- or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
- (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: \_\_\_\_\_

Contractor's  
Authorized Agent: Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Witness: Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

Yancey County Department of Social Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT,  
CLEAN WATER ACT

**Certification Regarding Nondiscrimination**

**The Contractor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

**The Contractor** must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

**The Contractor** should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

#### **IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)**

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

**V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)**

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
  - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
  - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency/Organization

\_\_\_\_\_  
Date

(Certification signature should be same as Contract signature.)

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

CONTRACTOR: Reeves Law Firm, PLLC d/b/a Reeves DiVenere Wright

COUNTY DEPARTMENT: Yancey County DSS

SUBJECT OF CONTRACT: Legal Services

DATE/TERM OF CONTRACT: July 1, 2025 – June 30, 2026

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

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

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

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

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

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

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

**Compliance with E-Verify requirements.** The Contractor and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires certain employers to verify the work authorization of each newly hired employee through the Federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

For the CONTRACTOR: \_\_\_\_\_

Title: \_\_\_\_\_

For YANCEY COUNTY \_\_\_\_\_

Title: County Manager

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

By: Brandi Burleson  
Yancey County Finance Officer

**CONTRACT PROVIDER NAME:** Reeves Law Firm, PLLC d/b/a Reeves DiVenere Wright  
**CONTRACT NUMBER:** 2618  
**CONTRACT PERIOD:** 7/1/2025 to 6/30/2026  
**PROVIDER'S FISCAL YEAR:** \_\_\_\_\_

**CONTRACT DETERMINATION QUESTIONNAIRE  
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

| Determination Factors  | 5 points                    | 5 points                  |
|--|-----------------------------|---------------------------|
|  | Financial Assistance<br>YES | Purchase of Service<br>NO |
| 1 Does the provider determine eligibility?   |                             | 5                         |
| 2 Does the provider provide administrative functions such as Develop program standards procedures and rules?               |                             | 5                         |
| 3 Does the provider provide administrative functions such as Program Planning?   |                             | 5                         |
| 4 Does the provider provide administrative functions such as Monitoring?   |                             | 5                         |
| 5 Does the provider provide administrative functions such as Program Evaluation?   |                             | 5                         |
| 6 Does the provider provide administrative functions such as Program Compliance?   |                             | 5                         |
| 7 Is provider performance measured against whether specific objectives are met?  |                             | 5                         |
| 8 Does the provided have responsibility for programmatic decision making?  |                             | 5                         |
| 9 Is the provider objective to carry out a public purpose to support an overall program objective?                         |                             | 5                         |
| 10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?                             |                             | 5                         |
| 11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services? |                             | 5                         |
| 12 Does the provider operate in a noncompetitive environment?  |                             | 5                         |
| 13 Does the provider provide these or similar goods and/or services only to the funding agency?                            |                             | 5                         |
| 14 Does the provide these or similar goods and/or services outside normal business operations?                             |                             | 5                         |
| <b>TOTAL</b>   | <b>0</b>                    | <b>70</b>                 |

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

FINANCIAL ASSISTANCE

PURCHASE SERVICE

\_\_\_\_\_  
Signature of Authorized Programmatic Individual

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Signature of Authorized Administrative Individual

\_\_\_\_\_  
DATE

## Guidelines for Determining Activity Type: Grant vs. Purchase of Service

*The funding agency should use this document to help determine whether a funded activity should be classified as a "grant" or a "purchase of services". The document is intended as an aid to assist in the decision-making process. The determination questionnaire is to be completed on every contract.*

Federal, State, and local governments provide funding to organizations to obtain or provide for a variety of activities. An organization can be classified into : one of two relationship/arrangement categories:

1. Financial Assistance (Grant) Relationship/Arrangement, where the organization is either
  - a. Direct funding recipient
  - b. Pass-through funding recipient
2. Vendor (Purchase of Services) Relationship/Arrangement, where the organization has an arrangement for the purchase of goods and/or services.

Making the proper determination of the type of relationship that exists is important because activities performed within financial assistance (grant) relationships/arrangements are generally subject to more oversight and regulatory guidance than activities performed within a vendor (purchase of services) relationship/arrangement. In making the determination of whether a financial assistance or vendor relationship exists, the substance of the relationship is more important than the form of the agreement.

A recipient/subrecipient is distinguished from a vendor (purchase of service activity) by the degree of responsibility assumed to meet the requirements of the program.

### Financial assistance (grant) arrangement characteristics:

- The recipient/sub recipient receives funding to carry out or administer a program.
- A recipient/sub recipient may be responsible for determining who is eligible for participation in a program by applying pre-determined eligibility requirements.
- A recipient/sub recipient is responsible for making programmatic decisions and its performance is measured against meeting the program objectives.
- There generally is an interest in how program funds are expended.
- Program benefits are being provided to a targeted population identified in the objectives.
- A recipient/sub recipient has the responsibility for adherence to applicable program compliance requirements.
- Recipient/sub recipients may have cost reimbursement contracts/grants; however, it is possible for them to have a fee/rate per unit of service arrangement.

### Vendor arrangement (purchase of services/goods) characteristics:

- A vendor is measured against the terms of its contract.
- Goods must meet certain specifications and services are measured against certain quality standards.
- A vendor generally provides the goods and services within its normal business operations and to many different purchasers.
- A vendor operates in a competitive environment and once a pre-determined unit price has been established in a contract, usually there is no interest by the purchaser in how the vendor expends funds in meeting the vendor's obligations under the terms of the contract.
- In a vendor arrangement, the goods or services provided are auxiliary to the operation of the program.
- A vendor would not be subject to meeting program compliance requirements.

A worksheet is provided on page 1 to further assist you in making the proper determination of the relationship/arrangement that exists between your agency and an organization. The list of determination factors is based on the above characteristics. This list is not intended to be all-inclusive; however, the answers to the questions should offer guidance in distinguishing between a financial assistance arrangement and a purchase of service. There may be unusual circumstances or exceptions to the characteristics listed below as well as other factors that should be considered in the decision. The determination should be made only after weighing all factors relative to the contract. All factors do not carry the same weight. For instance, the provision of administrative functions, determination of eligibility, or the public purpose of the program generally carry much more weight and generally indicate that the arrangement should be classified as financial assistance.

Additional documentation if needed should be attached to the determination questionnaire

rev.7-1-2013



# YANCEY COUNTY PURCHASE ORDER REQUISITION FORM

DATE: July 1, 2025

DEPARTMENT: Yancey DSS

REQUISITION NO:

This instrument has been pre-audited in the manner required  
By the Local Government Budget and Fiscal Control Act.

Signed this the 14 day of July, 2025  
*Brandi Burlington*, Finance Officer

| SUGGESTED VENDOR(S) & ADDRESS (Below)              | CONTACT PERSON/PHONE/FAX (Below) |
|--|----------------------------------|
| Reeves Law Firm, PLLC d/b/a Reeves DiVenere Wright | Tamara C. DiVenere               |
| PO Box 67  | (828) 268-9640                   |
| West Jefferson, NC 28694                           | (828) 262-3699                   |

| Description                       | Quantity | Unit | Unit Price | Total Price |
|-----------------------------------|----------|------|------------|-------------|
| Legal Services for Conflict Cases | 1        |      | \$ 5,000   | \$ 5,000    |
|                                   |          |      |            |             |
|                                   |          |      |            |             |
|                                   |          |      |            |             |
|                                   |          |      |            |             |
|                                   |          |      |            |             |
| Subtotal                          |          |      |            | \$ 5,000.00 |
| Tax                               |          |      |            | -           |
| Shipping                          |          |      |            | -           |
| Total                             |          |      |            | \$ 5,000.00 |

REQUESTED BY: Sonya Morgan, Director

DATE: July 1, 2025

APPROVED BY: *Brandi Burlington*

APPROVED BY: *[Signature]*

ACCOUNT NUMBER: 105330-5192

AMOUNT: \$ 5,000.00

ACCOUNT NUMBER:

AMOUNT:

Must have approval signature by Finance Officer if \$500 or more and County Manager if \$1,000 or more. Purchase cannot be made until purchase order has been approved and returned to Department Head. **Purchase orders requesting approval must be sent to the Finance Office by 5:00 on Monday for processing on Tuesday.**

# Release/Adjustment Detail Report

Yancey County Tax Office Tax  
Bill ID: 202410602

06-24-2025  
9:52 AM

| Date       | Description  | Bill #    | TaxYear | TaxPayer Name  | Release/Adj | County    | District | Other    | Total     |
|------------|--|-----------|---------|----------------|-------------|-----------|----------|----------|-----------|
| 06/24/2025 | 6/24/25 REMVD TAXES FOR 2014 28X50 MH- TP STATED THEY DIDNT OWN IT/AW for Interest | 202410602 | 2024    | MC BROKERS LLC | Release     | \$-234.00 | \$-36.00 | \$-15.55 | \$-285.55 |
|            |  |           |         | Totals:        |             | \$-234.00 | \$-36.00 | \$-15.55 | \$-285.55 |

*BOCC 7-14-2025*

# Release/Adjustment Detail Report

## Yancey County Tax Office Tax

Bill ID: 202408143

07-08-2025

1:23 PM

| Date       | Description  | Bill #    | TaxYear | TaxPayer Name               | Release/Adj | County    | District | Other    | Total     |
|------------|--|-----------|---------|-----------------------------|-------------|-----------|----------|----------|-----------|
| 04/10/2025 | Advertising Cost   | 202408143 | 2024    | HOWELL, JOHN W<br>& ELANA Y | Adjustment  | \$0.00    | \$0.00   | \$4.50   | \$-218.30 |
| 07/08/2025 | 7-8-2025 RELEASE MH AS IT IS BILLED AS PP TO<br>RONNIE WHITSON/DTM&DW for Interest | 202408143 | 2024    | HOWELL, JOHN W<br>& ELANA Y | Release     | \$-209.19 | \$0.00   | \$-13.61 | \$-218.30 |
| Totals:    |  |           |         |                             |             | \$-209.19 | \$0.00   | \$-9.11  | \$-218.30 |

*BOCC 7-14-2025*

# Release/Adjustment Detail Report

Yancey County Tax Office Tax

Bill ID: 202408141

07-08-2025

1:20 PM

| Date       | Description  | Bill #    | TaxYear | TaxPayer Name               | Release/Adj | County    | District | Other    | Total     |
|------------|--|-----------|---------|-----------------------------|-------------|-----------|----------|----------|-----------|
| 04/10/2025 | Advertising Cost   | 202408141 | 2024    | HOWELL, JOHN W<br>& ELANA Y | Adjustment  | \$0.00    | \$0.00   | \$4.50   | \$-214.66 |
| 07/08/2025 | 7-8-25 RELEASE MH AS IT IS BILLED AS PP TO RONNIE<br>WHITSON/DMT&DW for Interest | 202408141 | 2024    | HOWELL, JOHN W<br>& ELANA Y | Release     | \$-205.77 | \$0.00   | \$-13.39 | \$-214.66 |
|            |  |           |         | Totals:                     |             | \$-205.77 | \$0.00   | \$-8.89  | \$-214.66 |

BOCC 7-14-2025

# Memorandum

**To:** Yancey County Board of Commissioners  
**From:** Danny McIntosh, Interim Tax Administrator  
**Date:** July 1, 2025  
**Re:** Prior Years (2010-2014) Real & Personal Taxes Deemed as Insolvents

---

As required by G.S. 105-373(a) (2), I present this listing of prior years taxes deemed insolvent.

| <u>TYPE OF TAXES</u> | <u>UNCOLLECTED</u>  |
|----------------------|---------------------|
| BUSINESS & PERSONAL  | \$ 5,940.92         |
| REAL                 | <u>\$ 15,295.41</u> |
| TOTAL                | <u>\$ 21,236.33</u> |

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# Memorandum

**To:** Yancey County Board of Commissioners

**From:** Danny McIntosh, Interim Tax Administrator

**Date:** July 01, 2025

**Re:** 2024-2025 ANNUAL SETTLEMENT FOR UNPAID PERSONAL  
PROPERTY TAXES BY THE INTERIM YANCEY COUNTY TAX  
ADMINISTRATOR/DANNY MCINTOSH AS OF 06/30/2025

---

As required by G.S. 105-373 ( c ) (list of persons owning personal property whose taxes remain unpaid available upon request), I present the Annual Settlement at End of Term of Tax Collector for unpaid Personal Property Taxes for Fiscal Year 2024-2025

| <u>Billed</u>  | <u>Net Collected</u> | <u>% Collected</u> | <u>% Uncollected</u> |
|----------------|----------------------|--------------------|----------------------|
| \$1,139,984.32 | \$1,128,596.33       | 99.001%            | 0.999%               |

# Memorandum

**To:** Yancey County Board of Commissioners

**From:** Danny McIntosh, Interim Tax Administrator

**Date:** July 01, 2025

**Re:** 2024-2025 ANNUAL SETTLEMENT FOR UNPAID REAL PROPERTY TAXES BY THE YANCEY COUNTY INTERIM TAX ADMINISTRATOR/DANNY MCINTOSH AS OF 06/30/2025

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As required by G.S. 105-373 (c) (list of persons owning real property whose taxes remain unpaid available upon request), I present the Annual Settlement at End of Term of Tax Collector for unpaid Real Property Taxes for Fiscal Year 2024-2025

| <u>Billed</u>   | <u>Net Collected</u> | <u>% Collected</u> | <u>% Uncollected</u> |
|-----------------|----------------------|--------------------|----------------------|
| \$19,406,980.67 | \$19,089,344.21      | 98.37%             | 1.63%                |

YANCEY COUNTY TAX ADMINISTRATION

End of Month Breakout

Outstanding Balances through 06/30/2025

| Description                              | 2024 | 2023 | 2022 | 2021 | 2020       | 2019        | 2018        | 2017       | 2016 | 2015 | Total<br>2014 |
|--|------|------|------|------|------------|-------------|-------------|------------|------|------|---------------|
| Balances                                 |      |      |      |      |            |             |             |            |      |      |               |
| Balances                                 |      |      |      |      |            |             |             |            |      |      |               |
| County Vehicle Tax                       |      |      |      |      | \$5,587.66 | \$14,218.15 | \$15,067.72 | \$4,714.36 |      |      | \$39,587.89   |
| TOWN OF BURNSVILLE Vehicle Tax           |      |      |      |      |            | \$499.48    | \$502.73    | \$36.00    |      |      | \$1,038.21    |
| BURNSVILLE FIRE DISTRICT Vehicle Tax     |      |      |      |      | \$281.59   | \$245.85    | \$523.35    | \$55.92    |      |      | \$1,106.71    |
| CANE RIVER FIRE DISTRICT Vehicle Tax     |      |      |      |      |            | \$137.60    | \$166.03    | \$8.37     |      |      | \$312.00      |
| EGYPT FIRE DISTIRCT Vehicle Tax          |      |      |      |      |            | \$68.96     | \$47.14     | \$0.40     |      |      | \$116.50      |
| RAMSEYTOWN FIRE DISTRICT Vehicle Tax     |      |      |      |      |            | \$6.41      | \$0.82      | \$3.94     |      |      | \$11.17       |
| GREEN MOUNTAIN FIRE DISTRICT Vehicle Tax |      |      |      |      |            | \$151.60    | \$109.07    | \$1.18     |      |      | \$261.85      |
| JACKS CREEK FIRE DISTRICT Vehicle Tax    |      |      |      |      | \$205.81   | \$24.84     | \$40.51     | \$31.95    |      |      | \$303.11      |
| BRUSH CREEK FIRE DISTRICT Vehicle Tax    |      |      |      |      |            | \$41.24     | \$57.91     |            |      |      | \$99.15       |
| CRABTREE FIRE DISTRICT Vehicle Tax       |      |      |      |      | \$72.92    | \$307.68    | \$193.67    | \$35.82    |      |      | \$610.09      |
| SOUTH TOE FIRE DISTRICT Vehicle Tax      |      |      |      |      | \$18.14    | \$221.98    | \$115.29    | \$15.00    |      |      | \$370.41      |

|  |            |            |            |            |             |
|--|------------|------------|------------|------------|-------------|
| PENSACOLA FIRE DISTRICT Vehicle Tax      |            | \$136.96   | \$141.90   | \$77.70    | \$356.56    |
| PRICES CREEK FIRE DISTRICT Vehicle Tax   | \$4.86     | \$28.70    | \$52.92    | \$160.16   | \$246.64    |
| County Vehicle Interest                  | \$2,418.44 | \$6,413.41 | \$8,135.38 | \$3,309.60 | \$20,276.83 |
| TOWN OF BURNSVILLE Vehicle Interest      |            | \$217.57   | \$258.27   | \$25.56    | \$501.40    |
| BURNSVILLE FIRE DISTRICT Vehicle Interes | \$122.23   | \$114.57   | \$295.16   | \$36.82    | \$568.78    |
| CANE RIVER FIRE DISTRICT Vehicle Interes |            | \$58.94    | \$81.28    | \$3.72     | \$143.94    |
| EGYPT FIRE DISTIRCT Vehicle Interest     |            | \$29.97    | \$25.37    | \$0.01     | \$55.35     |
| RAMSEYTOWN FIRE DISTRICT Vehicle Interes |            | \$2.28     | \$0.02     | \$1.86     | \$4.16      |
| GREEN MOUNTAIN FIRE DISTRICT Vehicle Int |            | \$66.35    | \$56.40    | \$0.89     | \$123.64    |
| JACKS CREEK FIRE DISTRICT Vehicle Intere | \$88.28    | \$11.82    | \$24.26    | \$22.65    | \$147.01    |
| BRUSH CREEK FIRE DISTRICT Vehicle Intere |            | \$18.94    | \$30.19    |            | \$49.13     |
| CRABTREE FIRE DISTRICT Vehicle Interest  | \$31.71    | \$136.78   | \$102.77   | \$23.84    | \$295.10    |
| SOUTH TOE FIRE DISTRICT Vehicle Interest | \$8.07     | \$100.20   | \$60.01    | \$9.12     | \$177.40    |
| PENSACOLA FIRE DISTRICT Vehicle Interest |            | \$60.97    | \$79.20    | \$53.35    | \$193.52    |
| PRICES CREEK FIRE DISTRICT Vehicle Inter | \$2.30     | \$15.39    | \$31.21    | \$113.38   | \$162.28    |
| DMV Vehicle Interest                     | \$185.10   | \$60.73    | \$184.60   | \$154.30   | \$584.73    |

Totals

\$9,027.11

\$23,397.37

\$26,383.18

\$8,895.90

\$67,703.56

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07/02/2025

# Yancey County Tax Office

County/District Collection Percentage Report  
As of: 06-30-2025

Run Date: 07-01-2025

2024  
County

**Net Levy \$**  
19,406,980.67

**Collections \$**  
19,089,344.21

**Collections %**  
98.37

## Districts

| Name                               | Net Levy \$ | Collections \$ | Collections % |
|------------------------------------|-------------|----------------|---------------|
| 001 - BURNSVILLE FIRE DISTRICT     | 414,895.89  | 410,148.73     | 98.86         |
| 002 - CANE RIVER FIRE DISTRICT     | 127,914.06  | 125,326.51     | 97.98         |
| 003 - EGYPT FIRE DISTRICT          | 134,434.87  | 132,272.26     | 98.40         |
| 004 - RAMSEYTOWN FIRE DISTRICT     | 47,837.78   | 46,492.00      | 97.19         |
| 005 - GREEN MOUNTAIN FIRE DISTRICT | 54,145.72   | 53,165.92      | 98.20         |
| 006 - JACKS CREEK FIRE DISTRICT    | 131,715.48  | 129,417.86     | 98.26         |
| 007 - BRUSH CREEK FIRE DISTRICT    | 63,944.23   | 63,091.75      | 98.67         |
| 008 - CRABTREE FIRE DISTRICT       | 317,085.18  | 312,448.67     | 98.54         |
| 009 - SOUTH TOE FIRE DISTRICT      | 341,493.49  | 338,309.69     | 99.07         |
| 010 - PENSACOLA FIRE DISTRICT      | 172,426.56  | 169,525.59     | 98.32         |
| 011 - PRICES CREEK FIRE DISTRICT   | 241,477.97  | 239,954.70     | 99.37         |

## District Totals

**Net Levy \$**  
2,047,371.23

**Collections \$**  
2,020,153.68

**Collections %**  
98.67

**Personal Property:**

**Billed**  
1,139,984.32

**UnCollected**  
11,387.99

**Collected**  
1,128,596.33

**Percent Collected**  
99.001

**Percent Not Collected**  
0.999

# Posting Report

06-01-2025 to 06-30-2025

07-01-2025

8:44 AM

## I. Tax Collections + Releases

| Year         | BURNSVILLE | CANE RIVER | EGYPT      | RAMSEYTOWN | GREEN MOUNTAIN | JACKS CREEK | BRUSH CREEK | CRABTREE   | SOUTH TOW  | PENSACOLA  | PRICES CREEK | TOWN OF BURNSVILLE | TOTAL        |
|--------------|------------|------------|------------|------------|----------------|-------------|-------------|------------|------------|------------|--------------|--------------------|--------------|
| 2018         | \$0.00     | \$0.00     | \$0.00     | \$7.10     | \$0.00         | \$0.00      | \$0.00      | \$0.00     | \$0.00     | \$0.00     | \$0.00       | \$0.00             | \$92.30      |
| 2019         | \$0.00     | \$0.00     | \$0.00     | \$7.10     | \$0.00         | \$0.00      | \$0.00      | \$0.00     | \$0.00     | \$0.00     | \$0.00       | \$0.00             | \$92.30      |
| 2020         | \$0.00     | \$0.00     | \$0.00     | \$7.10     | \$0.00         | \$0.00      | \$0.00      | \$0.00     | \$0.00     | \$0.00     | \$0.00       | \$0.00             | \$92.30      |
| 2021         | \$0.00     | \$0.00     | \$13.12    | \$18.49    | \$0.00         | \$49.31     | \$0.00      | \$8.88     | \$0.00     | \$0.00     | \$20.88      | \$0.00             | \$1,707.94   |
| 2022         | \$0.00     | \$0.00     | \$0.00     | \$68.75    | \$0.00         | \$4.85      | \$0.00      | \$23.88    | \$46.97    | \$0.00     | \$0.00       | \$0.00             | \$2,956.52   |
| 2023         | \$0.00     | \$0.00     | \$169.45   | \$110.75   | \$0.00         | \$164.96    | \$0.00      | \$159.60   | \$764.35   | \$173.30   | \$0.00       | \$0.00             | \$17,843.06  |
| 2024         | \$0.00     | \$2,080.21 | \$1,855.07 | \$1,328.83 | \$0.00         | \$2,213.47  | \$0.00      | \$1,394.28 | \$4,125.12 | \$2,861.43 | \$700.25     | \$0.00             | \$170,716.44 |
| <b>TOTAL</b> | \$0.00     | \$2,080.21 | \$2,037.64 | \$1,548.12 | \$0.00         | \$2,432.59  | \$0.00      | \$1,586.64 | \$4,936.44 | \$3,034.73 | \$721.13     | \$0.00             | \$193,500.86 |

## II. Releases

|                | Current Year | Prior Year | TOTAL   |
|----------------|--------------|------------|---------|
| BURNSVILLE     | \$0.00       | \$0.00     | \$0.00  |
| CANE RIVER     | \$36.00      | \$0.00     | \$36.00 |
| EGYPT          | \$0.00       | \$0.00     | \$0.00  |
| RAMSEYTOWN     | \$13.25      | \$42.60    | \$55.85 |
| GREEN MOUNTAIN | \$0.00       | \$0.00     | \$0.00  |
| JACKS CREEK    | \$0.00       | \$0.00     | \$0.00  |
| BRUSH CREEK    | \$0.00       | \$0.00     | \$0.00  |
| CRABTREE       | \$0.00       | \$0.00     | \$0.00  |
| SOUTH TOW      | \$0.00       | \$0.00     | \$0.00  |

|                    |                 |                 |                 |
|--------------------|-----------------|-----------------|-----------------|
| PENSACOLA          | \$0.00          | \$0.00          | \$0.00          |
| PRICES CREEK       | \$0.00          | \$0.00          | \$0.00          |
| TOWN OF BURNSVILLE | \$0.00          | \$0.00          | \$0.00          |
| <b>TOTAL</b>       | <b>\$421.05</b> | <b>\$553.80</b> | <b>\$974.85</b> |

### III. Net Tax Collections

| Year         | BURNSVILLE | CANE RIVER | EGYPT      | RAMSEYTOWN | GREEN MOUNTAIN | JACKS CREEK | BRUSH CREEK | CRABTREE   | SOUTH TOW  | PENSACOLA  | PRICES CREEK | TOWN OF BURNSVILLE | TOTAL        |
|--------------|------------|------------|------------|------------|----------------|-------------|-------------|------------|------------|------------|--------------|--------------------|--------------|
| <b>TOTAL</b> | \$0.00     | \$2,044.21 | \$2,037.64 | \$1,492.27 | \$0.00         | \$2,432.59  | \$0.00      | \$1,586.64 | \$4,936.44 | \$3,034.73 | \$721.13     | \$0.00             | \$192,526.01 |

# Transaction Type Report

06-01-2025 to 06-30-2025

| Year         | General             | Fire               | Penalty        | Waste         | Additional Fees | Principal           | Interest           | Advertising Cost  | Legal Cost    | Total               |
|--------------|---------------------|--------------------|----------------|---------------|-----------------|---------------------|--------------------|-------------------|---------------|---------------------|
| 2019         | \$0.00              | \$0.00             | \$0.00         | \$0.00        | \$0.00          | \$0.00              | \$194.96           | \$0.00            | \$0.00        | \$194.96            |
| 2020         | \$0.00              | \$0.00             | \$0.00         | \$0.00        | \$0.00          | \$0.00              | \$18.78            | \$0.00            | \$0.00        | \$18.78             |
| 2021         | \$1,512.06          | \$103.58           | \$0.00         | \$0.00        | \$0.00          | \$1,615.64          | \$1,295.04         | \$46.75           | \$0.00        | \$2,957.43          |
| 2022         | \$2,726.87          | \$137.35           | \$0.00         | \$0.00        | \$0.00          | \$2,864.22          | \$994.44           | \$55.25           | \$0.00        | \$3,913.91          |
| 2023         | \$16,215.45         | \$1,535.31         | \$5.42         | \$0.00        | \$0.00          | \$17,756.18         | \$3,380.82         | \$240.25          | \$0.00        | \$21,377.25         |
| 2024         | \$153,097.99        | \$16,509.41        | \$35.87        | \$0.00        | \$0.00          | \$169,643.27        | \$11,447.73        | \$810.00          | \$0.00        | \$181,901.00        |
| <b>TOTAL</b> | <b>\$173,552.37</b> | <b>\$18,285.65</b> | <b>\$41.29</b> | <b>\$0.00</b> | <b>\$0.00</b>   | <b>\$191,879.31</b> | <b>\$17,331.77</b> | <b>\$1,152.25</b> | <b>\$0.00</b> | <b>\$210,363.33</b> |

# Adjustment / Release Report

06-01-2025 to 06-30-2025

| Year         | General  | Penalty | Waste  | Additional Fees | Principal | Interest | Advertising Cost | Legal Cost | Fire    | Amount Due | County Net |
|--------------|----------|---------|--------|-----------------|-----------|----------|------------------|------------|---------|------------|------------|
| 2018         | \$85.20  | \$0.00  | \$0.00 | \$0.00          | \$85.20   | \$57.20  | \$4.00           | \$0.00     | \$7.10  | \$153.50   | \$146.40   |
| 2019         | \$85.20  | \$0.00  | \$0.00 | \$0.00          | \$85.20   | \$48.56  | \$4.00           | \$0.00     | \$7.10  | \$144.86   | \$137.76   |
| 2020         | \$85.20  | \$0.00  | \$0.00 | \$0.00          | \$85.20   | \$39.92  | \$4.25           | \$0.00     | \$7.10  | \$136.47   | \$129.37   |
| 2021         | \$85.20  | \$0.00  | \$0.00 | \$0.00          | \$85.20   | \$31.28  | \$4.25           | \$0.00     | \$7.10  | \$127.83   | \$120.73   |
| 2022         | \$85.22  | \$0.00  | \$0.00 | \$0.00          | \$85.22   | \$22.64  | \$4.25           | \$0.00     | \$7.10  | \$119.21   | \$112.11   |
| 2023         | \$85.20  | \$0.00  | \$0.00 | \$0.00          | \$85.20   | \$14.00  | \$4.25           | \$0.00     | \$7.10  | \$110.55   | \$103.45   |
| 2024         | \$371.80 | \$0.00  | \$0.00 | \$0.00          | \$371.80  | \$73.49  | \$4.50           | \$0.00     | \$49.25 | \$499.04   | \$449.79   |
| <b>TOTAL</b> | \$883.02 | \$0.00  | \$0.00 | \$0.00          | \$883.02  | \$287.09 | \$29.50          | \$0.00     | \$91.85 | \$1,291.46 | \$1,199.61 |

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# Collections Receipts Report

06-01-2025 to 06-30-2025

|                           |              |
|---------------------------|--------------|
| Total general tax         | \$174,240.36 |
| Total fire tax            | \$18,285.65  |
| Total penalty             | \$41.29      |
| Total Waste Fees          | \$0.00       |
| Total Additional Fees     | \$0.00       |
| <hr/>                     |              |
| Total principal           | \$192,567.30 |
| <br>                      |              |
| Total interest            | \$17,336.93  |
| Total cost of advertising | \$1,152.25   |
| Total legal               | \$0.00       |
| Total check overpayments  | \$0.00       |
| Total Prepaid Payments    | \$6,630.39   |
| Total Prepaid Applied     | \$0.00       |
| <hr/>                     |              |
| Total misc                | \$25,119.57  |
| <hr/>                     |              |
| Grand total receipts      | \$217,686.87 |

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# District Payment Report

06-01-2025 to 06-30-2025

| Year | District Code | District Name                | Amount     |
|------|---------------|------------------------------|------------|
| 2019 | 002           | CANE RIVER FIRE DISTRICT     | \$0.00     |
| 2020 | 002           | CANE RIVER FIRE DISTRICT     | \$0.00     |
| 2021 | 002           | CANE RIVER FIRE DISTRICT     | \$13.12    |
| 2021 | 003           | EGYPT FIRE DISTRICT          | \$11.39    |
| 2021 | 006           | JACKS CREEK FIRE DISTRICT    | \$49.31    |
| 2021 | 007           | BRUSH CREEK FIRE DISTRICT    | \$8.88     |
| 2021 | 008           | CRABTREE FIRE DISTRICT       | \$0.00     |
| 2021 | 009           | SOUTH TOE FIRE DISTRICT      | \$0.00     |
| 2021 | 010           | PENSACOLA FIRE DISTRICT      | \$20.88    |
| 2022 | 002           | CANE RIVER FIRE DISTRICT     | \$0.00     |
| 2022 | 003           | EGYPT FIRE DISTRICT          | \$61.65    |
| 2022 | 006           | JACKS CREEK FIRE DISTRICT    | \$4.85     |
| 2022 | 007           | BRUSH CREEK FIRE DISTRICT    | \$23.88    |
| 2022 | 008           | CRABTREE FIRE DISTRICT       | \$46.97    |
| 2022 | 009           | SOUTH TOE FIRE DISTRICT      | \$0.00     |
| 2023 | 002           | CANE RIVER FIRE DISTRICT     | \$96.29    |
| 2023 | 003           | EGYPT FIRE DISTRICT          | \$22.85    |
| 2023 | 004           | RAMSEYTOWN FIRE DISTRICT     | \$80.80    |
| 2023 | 005           | GREEN MOUNTAIN FIRE DISTRICT | \$45.13    |
| 2023 | 006           | JACKS CREEK FIRE DISTRICT    | \$119.83   |
| 2023 | 007           | BRUSH CREEK FIRE DISTRICT    | \$159.60   |
| 2023 | 008           | CRABTREE FIRE DISTRICT       | \$764.35   |
| 2023 | 009           | SOUTH TOE FIRE DISTRICT      | \$173.30   |
| 2023 | 011           | PRICES CREEK FIRE DISTRICT   | \$73.16    |
| 2024 | 001           | BURNSVILLE FIRE DISTRICT     | \$2,044.21 |
| 2024 | 002           | CANE RIVER FIRE DISTRICT     | \$960.06   |
| 2024 | 003           | EGYPT FIRE DISTRICT          | \$547.79   |
| 2024 | 004           | RAMSEYTOWN FIRE DISTRICT     | \$767.79   |
| 2024 | 005           | GREEN MOUNTAIN FIRE DISTRICT | \$963.58   |
| 2024 | 006           | JACKS CREEK FIRE DISTRICT    | \$1,249.89 |
| 2024 | 007           | BRUSH CREEK FIRE DISTRICT    | \$1,394.28 |
| 2024 | 008           | CRABTREE FIRE DISTRICT       | \$4,125.12 |
| 2024 | 009           | SOUTH TOE FIRE DISTRICT      | \$2,861.43 |
| 2024 | 010           | PENSACOLA FIRE DISTRICT      | \$700.25   |
| 2024 | 011           | PRICES CREEK FIRE DISTRICT   | \$895.01   |

TOTAL

\$18,285.65

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# Detailed District Payment Report

06-01-2025 to 06-30-2025

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

# Outstanding Balances Report

As of 06-30-2025

| Year         | Amount              | County              | District           | Interest           | Advertising       | Penalties         | Waste         | Additional Fees |
|--------------|---------------------|---------------------|--------------------|--------------------|-------------------|-------------------|---------------|-----------------|
| 2014         | \$11,199.74         | \$4,936.11          | \$521.80           | \$5,460.15         | \$32.00           | \$249.68          | \$0.00        | \$0.00          |
| 2015         | \$10,092.85         | \$4,766.08          | \$489.89           | \$4,687.62         | \$36.00           | \$113.26          | \$0.00        | \$0.00          |
| 2016         | \$14,910.58         | \$7,619.33          | \$524.17           | \$6,514.74         | \$56.00           | \$192.34          | \$4.00        | \$0.00          |
| 2017         | \$11,716.17         | \$6,103.68          | \$555.89           | \$4,725.39         | \$68.00           | \$263.21          | \$0.00        | \$0.00          |
| 2018         | \$11,753.76         | \$6,454.12          | \$609.89           | \$4,257.01         | \$71.97           | \$360.77          | \$0.00        | \$0.00          |
| 2019         | \$18,024.83         | \$11,180.82         | \$816.24           | \$5,641.71         | \$96.00           | \$290.06          | \$0.00        | \$0.00          |
| 2020         | \$28,288.04         | \$18,104.51         | \$1,856.32         | \$7,996.71         | \$119.00          | \$211.50          | \$0.00        | \$0.00          |
| 2021         | \$41,150.08         | \$28,472.28         | \$2,595.67         | \$9,248.40         | \$225.25          | \$608.48          | \$0.00        | \$0.00          |
| 2022         | \$64,637.86         | \$48,029.57         | \$4,278.38         | \$11,422.40        | \$348.50          | \$559.01          | \$0.00        | \$0.00          |
| 2023         | \$103,068.46        | \$81,386.13         | \$7,325.67         | \$12,165.35        | \$657.63          | \$1,533.68        | \$0.00        | \$0.00          |
| 2024         | \$365,856.33        | \$319,022.71        | \$27,591.97        | \$16,656.46        | \$1,847.50        | \$737.69          | \$0.00        | \$0.00          |
| <b>Total</b> | <b>\$680,698.70</b> | <b>\$536,075.34</b> | <b>\$47,165.89</b> | <b>\$88,775.94</b> | <b>\$3,557.85</b> | <b>\$5,119.68</b> | <b>\$4.00</b> | <b>\$0.00</b>   |



**YANCEY COUNTY TAX OFFICE**

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

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

Email: [danny.mcintosh@yanceycountync.gov](mailto:danny.mcintosh@yanceycountync.gov)

Regular Meeting of the Board of Commissioners July 14 2025

Late application request:

FIDDLER, CRAIG & BETSY  
56 BABBLING BROOK DR  
GREEN MOUNTAIN NC 28740

PIN: 084100575108000 56 BABBLING BROOK DR. Please find attached a proposed statement of good cause as to why the applicant for the Disabled Veteran Exclusion should be approved for the 2025 tax year.

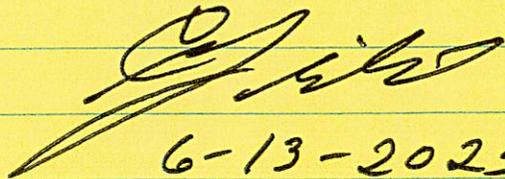
BOCC action:    approved    denied    continued

# Request for Late Application

When we close on the property  
in Nov 2023 we were not informed  
of our eligibility for this program

Please accept this letter as  
good cause.

Thank You

A handwritten signature in black ink, appearing to be "C. Smith", written in a cursive style.

6-13-2025



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Regular Meeting of the Board of Commissioners, July 14 2025

Late application request:

BARNES, WORTH HAYWOOD  
4534 DOUBLE ISLAND RD  
GREEN MOUNTAIN NC 28740

PIN: 085100267083000 4534 DOUBLE ISLAND RD. Please find attached a proposed statement of good cause as to why the applicant for the Elderly or Disabled Exclusion should be approved for the 2025 tax year.

BOCC action:    approved    denied    continued

To Whom It May Concern,

I, Worth H. Barnes, am applying for property tax relief under the Elderly or Disables Exclusion. I am asking for you to approve a late application submission based on medical hardship. I have been under the care of several specialists over the last six months, including retina specialists, neurology and cardiology physicians. Over the course of this time, I have had injections for diabetic retinopathy and have been under observation and testing for diabetic neuropathy, and most significantly atrial fibrillation. I will be undergoing a heart ablation in early August.

Due to these medical conditions, I have been focused on my health and missed the June 1<sup>st</sup> deadline.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink that reads "Worth H. Barnes". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Worth H. Barnes



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Regular Meeting of the Board of Commissioners July 14 2025

Refund request:

LEIBOWITZ, DAVID A & BOBBIE R  
PO BOX 782  
BURNSVILLE NC 28714

PIN: 082010258022204 5 TOWN SQUARE SUITE 204. Property owner found that the square footage of the residence was listed at twice the correct footage and asked for an adjustment. The adjustment decreased the property assessed value. Property owner did request in writing that the excess tax paid for 2023 and 2024 be refunded.

2024 Excess tax collected \$ 744.12

2023 Excess tax collected \$ 617.90

Assessor's opinion: Pursuant to North Carolina General Statute 105-381 release is indicated and recommended in the amount of \$1362.02.

BOCC action: approved denied continued



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Regular Meeting of the Board of Commissioners July 14 2025

Refund request:

NELSON, DEVON ANDERSON  
49 LINCOLN PARK RD  
BURNSVILLE NC 28714

PIN: 082010364851000 0.39 49 LINCOLN PARK RD. Pursuant to a Board of Equalization and Review finding May 13 2025 the property record card was corrected to reflect the correct finished basement area. Property owner did request in writing that the excess tax paid for 2024 be refunded. This condition was created during the mass appraisal and resulted in the overstatement of value and tax billed for 2024.

2024 Excess tax collected      \$ 218.26

Assessor's opinion: Pursuant to North Carolina General Statute 105-381 release is indicated and recommended in the amount of \$218.26.

BOCC action:    approved    denied    continued



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Email: [danny.mcintosh@yanceycountync.gov](mailto:danny.mcintosh@yanceycountync.gov)

Regular Meeting of the Board of Commissioners July 14 2025

Refund request:

State Employees Credit Union-Burnsville  
PO BOX 26807  
Raleigh NC 27611

PIN: 081001636816000 40 Charlie Brown Rd. Pursuant to an order of the Property Tax Commission (24 PTC 0536) in the above captioned matter the property owner is due a refund of taxes paid to include interest in the amount of \$6,299.96.

Assessor's opinion: Pursuant to North Carolina General Statute 105-381 refund is indicated and recommended in the amount of \$6,299.96.

BOCC action: \_\_\_ approved \_\_\_ denied \_\_\_ continued \_\_\_ no action taken

Please make check payable to the property owner.



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Email: [danny.mcintosh@yanceycountync.gov](mailto:danny.mcintosh@yanceycountync.gov)

Regular Meeting of the Board of Commissioners July 14 2025

Release request:

SUTTON, GARY & BONNIE

110 WINDSWEPT DR

BURNSVILLE NC 28714

PIN: 988300203480000 10.43 ACRES 110 WINDSWEPT DR. Property owner requested an informal review and it was found that the property assessment for 2024 indicated that the mobile home had been assessed as real property in the dwelling section and also in the outbuilding section resulting in being taxed twice. This request is to correct the property record and to approve the correspondent release. This condition was created during the mass appraisal and resulted in the overstatement of value and tax billed for 2024.

2024 Excess tax billed \$ 778.62

Assessor's opinion: Pursuant to North Carolina General Statute 105-381 release is indicated and recommended in the amount of \$778.62.

BOCC action:    approved    denied    continued