

**Minutes of the August 25, 2025**  
**Special Meeting of the Yancey County Board of Commissioners**  
**Held at 4:00 pm in the Commissioners Meeting Room**  
**Yancey County Courthouse, Burnsville North Carolina**

Present at the meeting held August 25, 2025, were Chairman Jeff Whitson, Vice Chairman Mark Ledford, Commissioner Stacey McEntyre Greene, Commissioner David Grindstaff, County Manager Lynn Austin, Finance Officer Brandi Burlison, County Attorney Donny Laws, and Clerk to the Board Morgan West. Commissioner Sandi Norton was absent from the meeting. One member of the public was in attendance.

**Call to Order**

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

**Approval of the Agenda**

Chairman Whitson asked for a motion to approve the agenda. Commissioner Grindstaff made the motion to approve the agenda. Commissioner Greene seconded the motion. By unanimous vote, the agenda was approved. (Attachment A)

**Surplus Property**

The Board of Commissioners reviewed the county-owned parcel of land located on Hwy 80S consisting of 97.78 acres. Following discussion, the Board considered declaring a portion of 40.437 acres as surplus property in order to allow Chief Cares, a non-profit organization formed to develop housing for individuals displaced by Hurricane Helene, the opportunity to submit a bid for purchase.

Chairman Whitson asked for a motion to approve declaring 40.437 acres of the Hwy 80S property as surplus property and to authorize County Manager Austin to enter into negotiation contracts as warranted, and to fulfill all posting requirements as required for the disposal of surplus property pursuant to NCGS 160A-269. Commissioner Ledford made the motion, with Commissioner Grindstaff seconding. Unanimously the motion carried.

**Loan Agreement**

The Loan Agreement (Round 3) Between the State of North Carolina (by and through the Department of State Treasurer) and The County of Yancey, North Carolina (Attachment B) was presented to the Board in the amount of \$1,920,977.13 for funding needs after Helene.

Chairman Whitson asked for a motion to approve the loan agreement. Commissioner Grindstaff made the motion to approve the agenda, with Commissioner Greene seconding the motion. Unanimously the motion carried.

**Opioid Settlement Funds**

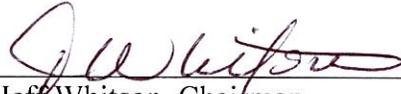
Project Manager Morgan West presented a revised RESOLUTION BY THE COUNTY OF YANCEY TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS (Attachment C) after consulting with the NC DOJ and the NC OSTAT Team regarding logistical requirements of separating each funded strategy. No changes to time or financial obligations were considered for change.

Chairman Whitson asked for a motion to approve the revised RESOLUTION. Commissioner Grindstaff made the motion to approve, with Commissioner Ledford seconding the motion. By unanimous vote, the loan was approved.

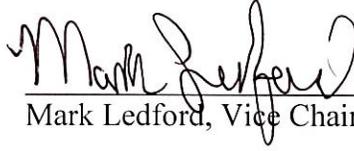
**Adjournment**

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

Approved and authenticated this the 8<sup>th</sup> day of September 2025.



Jeff Whitson, 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  
SPECIAL MEETING  
AUGUST 25, 2025  
4:00 PM**

- I. Call to Order – Chairman Jeff Whitson**
- II. Approval of the Agenda**
- III. Surplus Property**
- IV. Loan Agreement**
- V. Revised RESOLUTION – Opioid Settlement Funds**
- VI. Adjourn**

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

  
Finance Officer

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

**LOAN AGREEMENT (ROUND 3)**

**BETWEEN**

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

**AND**

**THE COUNTY OF YANCEY, NORTH CAROLINA**

<b>Loan Round:</b>	<b>Round 3</b>
<b>Round 3 Loan Number:</b>	<b>Yancey County-Round3Loan-31197</b>
<b>Round 3 Loan Date:</b>	<u>August 25, 2025</u>
<b>Round 3 Loan Amount:</b>	<b>\$1,920,977.13</b>

**REPAYMENT TERMS:**

- \$1 by the first anniversary of the Round 3 Loan Date
- 10% of the Round 3 Loan Amount by June 30, 2027
- 20% of the Round 3 Loan Amount by June 30, 2028
- 30% of the Round 3 Loan Amount by June 30, 2029
- 40% (less \$1) of the Round 3 Loan Amount by the earlier of the fifth anniversary of the Round 3 Loan Date or June 30, 2030.

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

**PURPOSE:**

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

**1. EFFECTIVE TERM:**

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

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

NCDST shall loan RECIPIENT a total of **\$1,920,977.13** to pay for RECIPIENT'S disaster response activities as set forth in FEMA Public Assistance Worksheets. This principal-only loan does not carry interest charges or administrative fees. Upon signature of this Agreement by the Parties, the funds will promptly be transferred to

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

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

- a. As soon as reasonably practicable following its receipt of this Agreement, RECIPIENT shall provide each of the following to NCDST: (a) a certified copy of a resolution authoring execution of the Agreement and Promissory Note in the form set forth in Attachment A; (b) an executed copy of this Agreement; (c) an executed Promissory Note in the form set forth in Attachment B; and (d) the completed NCDST Hurricane Helene Cashflow Loan Program Wire Form enclosed as Attachment C, signed and certified by the appropriate official of RECIPIENT.
- b. Before and during the term of this Agreement, RECIPIENT will use or has used loan proceeds to cover expenditures for disaster response activities, which may be expenditures that are eligible for reimbursement by the Federal Emergency Management Agency (FEMA) Public Assistance Program, National Flood Insurance Program, or other federal reimbursement program.
- c. Both NCDST and RECIPIENT agree that this Agreement shall be interpreted as to not diminish or impair RECIPIENT's eligibility to secure FEMA or related recovery funding support.
- d. RECIPIENT agrees to deliver repayment installments of the loan proceeds in the amounts and by the dates set forth in the Repayment Terms recited on Page 1 above, which are hereby incorporated by reference. Further, RECIPIENT understands and agrees that all loan proceeds provided to RECIPIENT under this Agreement must be repaid no later than the earlier of the following two dates: (i) the five-year anniversary of the Round 3 Loan Date; or (ii) June 30, 2030.
- e. RECIPIENT agrees that loan proceeds received through this Agreement shall be accounted for in a separate fund and accounting structure within RECIPIENT's central accounting system. RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements, and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with loan funding allocations described in Section 2 of this Agreement. RECIPIENT understands and acknowledges the total direct loan funding level available under this Agreement is **\$1,920,977.13**.
- f. As provided in the Authorizing Act:
  - (i) RECIPIENT shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the loan proceeds are being provided, including funds from insurance policies in effect, available federal aid, and private donations. RECIPIENT understands and agrees that the loan proceeds paid to RECIPIENT pursuant to this Agreement are in excess of any funds received by RECIPIENT from any of the following: (a) settlement of a claim for loss or damage covered under RECIPIENT's applicable insurance policy in effect; (b) federal aid; or (c) private donations.
  - (ii) If RECIPIENT obtains alternative funds pursuant to subdivision (i) of this subsection f., RECIPIENT shall remit such funds to NCDST as soon as reasonably practicable thereafter, but no later than the earlier of the two dates established in subsection d. to this Section 3. Notwithstanding the preceding sentence, RECIPIENT shall not be required to repay to NCDST any amount in excess over the amount of loan proceeds provided under this Agreement.

**4. AGREEMENT ADMINISTRATORS:**

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

<b>For NCDST</b>	
<b>IF DELIVERED BY US POSTAL SERVICE</b>	<b>IF DELIVERED BY ANY OTHER MEANS</b>
Jeff Poley Director of Disaster Services and Rural Economic Development Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 410-3044 Email: helenecashflowloans@nctreasurer.com	Jeff Poley Director of Disaster Services and Rural Economic Development Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 410-3044 Email: helenecashflowloans@nctreasurer.com

<b>For RECIPIENT</b>	
<b>IF DELIVERED BY US POSTAL SERVICE</b>	<b>IF DELIVERED BY ANY OTHER MEANS</b>
<b>Name</b> Brandi Burleson  <b>Title</b> Finance Officer  <b>Address</b> 110 Town Square, Room 11 Burnsville, NC 28714  <b>Email</b> brandi.burleson@yanceycountync.gov  <b>Phone</b> 828-682-3971	<b>Name</b> Same  <b>Title</b>   <b>Address</b>    <b>Email</b>   <b>Phone</b>

**5. MONITORING AND AUDITING:**

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

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

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

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

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

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

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

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

- a. NCDST may also demand repayment of previously expended funds, and RECIPIENT must comply with such a demand, in the event NCDST determines that RECIPIENT has not spent loan funds on eligible uses set forth in the FEMA project worksheets used to determine the Round 3 Loan Amount, or if NCDST determines that RECIPIENT has not materially complied with any other requirements set forth in this Agreement concerning the loan funds (generally, "Non-Compliance"). Before making a formal demand for repayment as provided in this subsection, NCDST will provide RECIPIENT thirty (30) days' written notice to cure such Non-Compliance, and the Parties will make every reasonable effort to resolve the problem informally.
- b. In the event the Parties are unable to resolve RECIPIENT's Non-Compliance as provided in subsection a. above, RECIPIENT understands and agrees that, pursuant to N.C. Gen. Stat. § 147-71, the State Treasurer is authorized to demand, sue for, collect and receive all money and property of the State not held by some person under authority of law. In addition, RECIPIENT understands and agrees that NCDST shall have the right to recoup any funds for which repayment has been demanded through the Setoff Debt Collection Act (Chapter 105A of the North Carolina General Statutes) and any other provision of State law providing for setoff debt collection, as applicable.

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

Subject to Section 15, this Agreement may be terminated:

- a. By mutual written consent of the Parties;
- b. By NCDST for cause, if: (i) RECIPIENT violates the terms of this Agreement and RECIPIENT fails to correct the violation(s) within thirty (30) days of written notice of violation from NCDST; (ii) NCDST determines RECIPIENT has made a misrepresentation in connection with this loan; or (iii) RECIPIENT abandons or otherwise ceases to make reasonable progress towards completion of the disaster response activities funded by this Agreement; or

- c. In the event that RECIPIENT repays the Round 3 Loan Amount in full prior to the earlier of the following two dates: (i) the five-year anniversary of the Round 3 Loan Date; or (ii) June 30, 2030.

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

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

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

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

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

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

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

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

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

#### **14. ENTIRE AGREEMENT:**

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

**15. SURVIVAL:**

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

**16. EXECUTION AND EFFECTIVE DATE:**

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

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

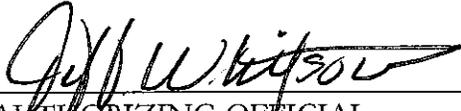
[signature page follows]

**19. AUTHORIZED SIGNATURE WARRANTY:**

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

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

**COUNTY OF YANCEY, NORTH CAROLINA**

  
AUTHORIZING OFFICIAL

8-25-25  
Date

Jeff Whitson  
Printed Name

Chairman  
Title

**STATE OF NORTH CAROLINA, by:**

**NORTH CAROLINA DEPARTMENT OF STATE TREASURER**

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

\_\_\_\_\_  
Date

Jeff Poley

Director of Disaster Services and Rural Economic Development

ATTACHMENT A

**RESOLUTION TO APPROVE ROUND 3 NORTH CAROLINA CASHFLOW LOAN AGREEMENT  
AND PROMISSORY NOTE**

**WITNESSETH:**

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

**WHEREAS**, local governments wishing to participate in Round 3 of the Loan Program are required to execute a Round 3 Cashflow Loan Agreement and Promissory Note with the State of North Carolina, by and through the North Carolina Department of the State Treasurer; and

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

1. That the Round 3 Cashflow Loan Agreement and Promissory Note provided by the North Carolina Department of the State Treasurer are hereby approved.
2. That the Manager, Clerk, or Authorized Representative of a Tribal Government is authorized to execute the attached agreements (or those substantially equivalent thereto) and such other agreements and actions as necessary to receive disaster recovery loan funding from the State of North Carolina.

Adopted, this the 25 day of August, 2025

COUNTY OF YANCEY, NORTH CAROLINA

By: 

Mayor/Commissioner/Authorized Representative

Name: Jeff Whitson

Title: Chairman, Board of Commissioners

ATTEST:

  
Town Clerk/Authorized Representative

Name: Morgan West

Title: Clerk to the Board

**ATTACHMENT B**

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

Brandi Burlison

Finance Officer

**PROMISSORY NOTE**

Date: August 25, 2025

Round 3 Loan Number: **Yancey County-Round3Loan-31197**

Round 3 Loan Amount: **\$1,920,977.13**

The **COUNTY OF YANCEY, North Carolina** ("BORROWER") DOES HEREBY unconditionally promise to pay to the STATE OF NORTH CAROLINA (by and through the North Carolina Department of State Treasurer) ("State") the following Round 3 Loan Amount: **\$1,920,977.13**. The promissory note is made in accordance with the related Loan Agreement, dated as of the date hereof (the "Agreement"), between the State and the BORROWER. As set forth in the Agreement, the BORROWER hereby promises to pay the Loan Amount in accordance to the following schedule:

- \$1 by the first anniversary of the Round 3 Loan Date
- 10% of the Round 3 Loan Amount by June 30, 2027
- 20% of the Round 3 Loan Amount by June 30, 2028
- 30% of the Round 3 Amount by June 30, 2029
- 40% (less \$1) of the Round 3 Loan Amount by the earlier of the fifth anniversary of the Round 3 Loan Date recited in the Agreement or June 30, 2030.

Payment instructions will follow from the State or its agent.

This Promissory Note and the Agreement were duly authorized by action of the BORROWER's governing body at a meeting duly held on August 25, 2025.

COUNTY OF YANCEY, NORTH CAROLINA

Jeff Whiston

Signature

Jeff Whiston, Chairman

[Name and Title]

[SEAL]

Attest:

Morgan West

Signature

Morgan West, Clerk to the Board

[Name and Title—should be clerk]

**ATTACHMENT C**

*Yancey County*



**NORTH CAROLINA**  
DEPARTMENT OF STATE TREASURER

**BRADFORD B. BRINER**  
STATE TREASURER OF NORTH CAROLINA

FINANCIAL OPERATIONS DIVISION

**Hurricane Helene Cash Flow Loan Program Wire Form**

Questions concerning the completion of this form should be directed to 919-814-3902.

RECIPIENT INFORMATION	
Recipient/Account Holder's Name:	YANCEY COUNTY
Recipient's Address, City, State, Zip:	110 TOWN SQUARE, ROOM 11, BURNSVILLE, NC 28714
Information for the Recipient (optional):	
BENEFICIARY BANK INFORMATION	
Beneficiary Bank Name:	FIRST CITIZENS BANK
Beneficiary Bank Routing Transit Number (RTN):	053100300
Beneficiary Bank Account Number:	004811522417
Bank's Address, City, State, Zip:	BURNSVILLE, NC 28714
Information for the Beneficiary Bank, if applicable:	
I certify the recipient information and beneficiary bank information provided above is true and correct. I am authorized to act in the capacity indicated and to transact business on the account listed above. Only original signatures accepted. No electronic signatures.	
BRANDI BURLESON	
<b>Recipient Official's Printed Name</b>	<b>Signature</b>
828-682-3971	08/25/2025
<b>Phone #</b>	<b>Date</b>
FOR INTERNAL USE ONLY	
Financial Operations Division	
US Dollar Wire Amount: \$1,920,977.13	Contract/Reference Number: Yancey County-Round3Loan-31197
Date Wire Processed:	Source: Tranche 2

3200 Atlantic Avenue • Raleigh, North Carolina 27604  
Courier #56-20-45 • Telephone: (919) 814-4000 • Fax: (919) 855-5809 • www.NCTreasurer.gov

**A RESOLUTION BY THE COUNTY OF YANCEY  
TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS**

**WHEREAS** Yancey County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids.

**WHEREAS** the allocation, use, and reporting of funds stemming from these national settlement agreements and bankruptcy resolutions (“Opioid Settlement Funds”) are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (“MOA”) and the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation (“SAAF”);

**WHEREAS** Yancey County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

**WHEREAS** section E.6 of the MOA states that, before spending opioid settlement funds, the local government’s governing body must adopt a resolution that:

- i. indicates that it is an authorization for expenditure of opioid settlement funds; and,
- (ii) states the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy; and,
- (iii) states the amount dedicated to each strategy for a specific period of time.

**NOW, THEREFORE BE IT RESOLVED**, in alignment with the NC MOA and SAAF, Yancey County authorizes the expenditure of opioid settlement funds as follows:

1. First strategy authorized

- a. Name of strategy: Recovery support services
- b. Strategy is included in Exhibit: A
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: 3
- d. Amounted authorized for this strategy: \$16,000
- e. Period of time during which expenditure may take place: September 1, 2025 to June 30, 2026
- f. Description of the program, project, or activity: Support evidence-based addiction treatment, and funding evidence-based recovery support services.
- g. Provider: Mountain Community Health Partnership (MCHP)

2. Second strategy authorized

- a. Name of strategy: Early intervention
- b. Strategy is included in Exhibit: A
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: 6
- d. Amounted authorized for this strategy: \$22,000
- e. Period of time during which expenditure may take place: September 1, 2025 to June 30, 2026

- f. Description of the program, project, or activity: Fund programs, and trainings to encourage early identification and intervention for children and adolescents.
- g. Provider: Yancey County Schools (YCS)

3. Third strategy authorized

- a. Name of strategy: Reentry programs
- b. Strategy is included in Exhibit: A
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: 12
- d. Amounted authorized for this strategy: \$10,000
- e. Period of time during which expenditure may take place: September 1, 2025 to June 30, 2026
- f. Description of the program, project, or activity: Support programs that connect incarcerated persons to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need.
- g. Provider: Freedom Life

4. Fourth strategy authorized

- a. Name of strategy: Early Intervention
- b. Strategy is included in Exhibit: A
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: 6
- d. Amounted authorized for this strategy: \$20,000
- e. Period of time during which expenditure may take place: September 1, 2025 to June 30, 2026
- f. Description of the program, project, or activity: Fund programs, services or training to encourage early identification and intervention for children or adolescents in the foster care system.
- g. Provider: Live Like Megan for Meg's Place – Yancey County

5. Fifth strategy authorized

- a. Name of strategy: Collaborative strategic planning
- b. Strategy is included in Exhibit: A
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: 1
- d. Amounted authorized for this strategy: \$25,200
- e. Period of time during which expenditure may take place: September 1, 2025 to June 30, 2026
- f. Description of the program, project, or activity: Support collaborative strategic planning to address opioid misuse, addiction, overdose.
- g. Provider: Partners Aligned Toward Health (PATH)

6. Sixth strategy authorized

- a. Name of strategy: Early intervention
- b. Strategy is included in Exhibit: A
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: 6
- d. Amounted authorized for this strategy: \$30,000
- e. Period of time during which expenditure may take place: September 1, 2025 to June 30, 2026

- f. Description of the program, project, or activity: Support programs and services, also training to encourage early identification and intervention for children or adolescents.
- g. Provider: Partners Aligned Toward Health (PATH)

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is \$128,035.

Adopted this the 25<sup>th</sup> day of August, 2025.



Jeff Whitson, Chair  
Yancey County Board of Commissioners

ATTEST:



Morgan West, Clerk to the Board