

Minutes of the 10 September 2018
Regular Meeting of the Yancey County Board of Commissioners
Held at 6:00 o'clock p.m. in the Yancey County Courtroom
Yancey County Courthouse, Burnsville, North Carolina

Present at the 10 September 2018 meeting of the Yancey County Board of Commissioners were: Chairman Johnny Riddle, Commissioner Jill Austin, Commissioner Mark Ledford, Commissioner John Stallings, Commissioner Jeff Whitson, County Manager Nathan Bennett, Planning and Economic Development Director Jamie McMahan, County Attorney Donny Laws, members of the media, and members of the general public.

Call to Order and Approval of Agenda

Chairman Riddle called the meeting to order, welcomed those in attendance and asked Commissioner Stallings to deliver the invocation. Commissioner Stallings delivered the invocation. After the invocation, Commissioner Riddle led those present in the Pledge of Allegiance. Chairman Riddle then asked for a motion to approve the agenda. Commissioner Ledford made a motion to approve the agenda. The motion was seconded by Commissioner Austin. The vote to approve was unanimous (Attachment A).

Public Comment

Mr. Tom Robinson spoke to the Board concerning "My Country." There were no additional comments from the public.

Consent Agenda

The Board next moved to the consent agenda portion of the agenda. On the consent agenda for September was the current year budget for the Yancey County Senior Center. This budget includes additional state funds that were not known at initial adoption in June. No additional county dollars are required. This document is the County Funding Plan and identifies the program services for the Home and Community Care Block Grant for Older Adults (Attachment B). The next item on the consent agenda for information and review was the FY 2019 Certified Statement for the Rural Operating Assistance Program (ROAP) for the Yancey County Transportation Department. ROAP service delivery programs include the Elderly and Disabled Transportation Assistance Program, Employment Transportation Assistance Program and the Rural General Public Program. The County is applying to the NCDOT for funds totaling \$114,505 to operate these core programs (Attachment C). Also on the consent agenda was the August tax collection report (Attachment D) which is for informational purposes only. Upon hearing the consent agenda items, Commissioner Stallings made a motion to approve the consent agenda. The motion was seconded by Commissioner Ledford and the vote to approve was unanimous.

NCDOT Presentation

The Board next moved to an informational presentation from NCDOT. Chairman Riddle recognized Mr. Stephen Sparks, Corridor Development Engineer for NCDOT, Division 13 based in Asheville and Mr. David Graham, Transportation Planner with the High Country Council of Governments Rural Planning Organization. Mr. Sparks provided summary of corridor management principles and the funding mechanism for major projects through the Strategic Transportation Investment Program. Mr. Sparks and Mr. Graham answered questions from the Board regarding potential DOT projects including a proposed new county transit facility for administration, training and maintenance. Chairman Riddle thanked both men for the presentation and information shared with the Board.

TRACTOR Food and Farms

The Board next heard a report from Becca Smith, Sales Manager with TRACTOR. Ms. Smith updated the Board on a variety of projects TRACTOR has implemented or enhanced this growing season. She reported that they have expanded the Consumer Supported Agriculture (CSA) program which provides a variety of produce and other agriculture items to subscribers on a weekly basis. There were over 100 participants in the program this year and it continues to grow. Ms. Smith also reported that TRACTOR has developed an online storefront where products can be purchased online by consumers and then picked up at the TRACTOR facility located on Ferguson Hill Road in Burnsville. TRACTOR has also partnered with the Dig-In Community Garden, Blue Ridge Partnership for Children, Partners Aligned Toward Health to provide fresh produce to both the elderly and children in need who otherwise may not be able to

access fresh food. Ms. Smith also advised that other projects are being developed including an event in October featuring a “pick your own pumpkin” at the Bowditch Farms.

County Manager Report

The Board next heard from County Manager Nathan Bennett. Mr. Bennett presented information on the county’s new effort to combat the opioid epidemic and other substance abuse related criminal activity. Yancey County is entering a partnership with Madison County and Mitchell County to offer a Drug Treatment Court Program to the residents of our counties involved with the criminal court system due to the effects of illegal or controlled substances. The counties intend to employ or contract for the services of a coordinator to facilitate and manage the Drug Treatment Court Program in our mutual counties consistent with the Minimum Standards for DTCs as established by the N.C. Administrative Office of the Courts and state law. This proposed memorandum of understanding is an agreement between the three counties setting the terms and conditions of management and oversight of the program by the counties, establishing Yancey County as the fiscal agent, authorizing the three county managers to negotiate and execute a single contract for services with a coordinator upon terms agreeable to all three county managers and for other administrative purposes. This program is supported by all three boards of county commissioners, sheriff’s, clerk’s of court, district attorney and judges in the judicial district. Upon hearing from Mr. Bennett, Commissioner Whitson made a motion to authorize the chairman, county manager or any other appropriate county official to execute the proposed “Memorandum of Understanding Between Madison County, Mitchell County and Yancey County for Establishment of Drug Treatment Court.” The motion was seconded by Commissioner Stallings and the vote to approve was unanimous (Attachment E).

Mr. Bennett then provided a report on a request from the N.C. Department of Public Safety, Division of Community Corrections for a lease agreement for office space for the state agency to provide adult probation, parole, and post-release supervision services from offices in the Yancey County Courthouse that are currently occupied by the agency. Mr. Bennett advised the Board that N.C. General Statute 15-209 requires counties to provide certain office space to the Department for these services in each county. The law requires this to be a “no cost” lease to the state. This lease agreement is for +/-848 net square feet in the Yancey County Courthouse. The lease sets out a number of standard provisions and is for a term of three (3) years commencing October 1, 2018. Upon hearing from Mr. Bennett and County Attorney Donny Laws, Commissioner Ledford made a motion to authorize the chairman, county manager or other appropriate county official to execute the proposed lease agreement with the State of North Carolina for the use of the Department of Public Safety for the provision of probation, parole, and post-release supervision services in the existing office space in the Yancey County Courthouse. The motion was seconded by Commissioner Austin and the vote to approve was unanimous (Attachment F).

Mr. Bennett gave a general update on multiple ongoing projects and day-to-day operations. Mr. Bennett specifically advised the Board of current activities by the County Emergency Management Services Department in monitoring and preparation to respond to potential effects of Hurricane Florence which is approaching the North Carolina coast and expected to make landfall this weekend as a very strong storm with unknown, but potentially dangerous, effects inland. The track of the storm once it makes landfall is unknown at this time but county officials are preparing for every contingency.

County Attorney Business

County Attorney Donny Laws stated that he had nothing to report this month.

Commissioner Business

No commissioner reports.

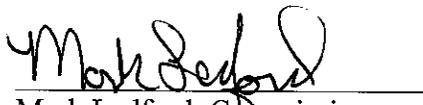
Adjournment

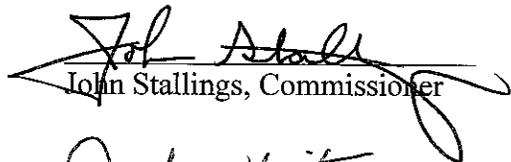
Having no further business Commissioner Ledford made a motion to adjourn and it was seconded by Commissioner Whitson. The vote to adjourn was unanimous.

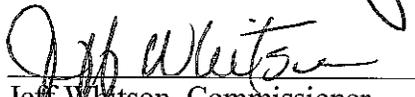
Approved and authenticated on this the 13th day of November 2018.


Johnny Riddle, Chairman


Jill Austin, Vice-Chairman


Mark Ledford, Commissioner

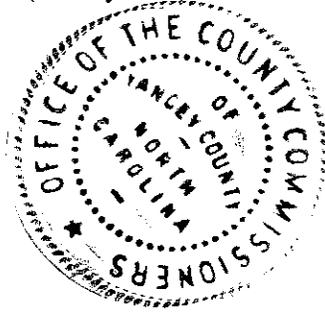

John Stallings, Commissioner


Jeff Whitson, Commissioner

Attest:


Nathan R. Bennett,
County Manager
and Assistant Clerk to the Board

(county seal)





AGENDA
YANCEY COUNTY BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING
September 10, 2018
6:00 P.M.

- I. Call to Order – Chairman Johnny Riddle
- II. Invocation and Pledge of Allegiance to the Flag
- III. Approval of the Agenda
- IV. Public Comment
- V. Consent Agenda
 - a. Senior Center – Home & Community Care Block Grant - County Funding Plan
 - b. Yancey Transportation – Rural Operating Assistance Program
 - c. August Tax Collection Report – Informational
- VI. NCDOT Presentation – Stephen Sparks, NCDOT Division 13 Corridor Development Engineer
- VII. TRACTOR Food and Farms – Report – Becca Smith, Sales Manager, TRACTOR
- VIII. County Manager Report – Nathan Bennett, County Manager
 - a. Drug Treatment Court Program – Memorandum of Understanding
 - b. Lease Agreement – NC Dept. of Public Safety, Community Corrections
 - c. General Update
- IX. County Attorney Report – Donny Laws, County Attorney
- X. County Commissioners Report
- XI. Adjourn

NAME AND ADDRESS
 COMMUNITY SERVICE PROVIDER
 Yancey County Senior Center
 503 Medical Campus Drive
 Burnsville NC 28714

Home and Community Care Block Grant for Older Adults
County Funding Plan
Provider Services Summary

DAAS-732 (Rev. 2/16)
 County Yancey
 July 1, 2018 through June 30, 2019
 REVISION # , DATE:

Services	Ser. Delivery (Check One)		Block Grant Funding			B	C	D	E	F	G	H	I
	Direct	Purch.	Access	In-Home	Other								
Transportation		X	4800	0					5333	5333	1.5237	15	3500
IHA-LEVEL I	X		0	50541					56157	4160	15.41	21	4160
CONGREGATE NUTRITION	X		0	40000				6144	6144	10400	6.7873	60	10400
HOME DELIVERED NUTRITION	X		0	95547				9216	9216	26000	6.2402	100	26000
SENIOR CENTER OPERATIONS	X		0	5724				6360	6360	0	0	0	0
GENERAL PURPOSE	X		0	1000				1111	1111	0	0	0	0
LIQUID NUTRITION	X		0	1500				1667	1667	1300	1.8592	5	1300
			0	0				0	0	0	0	0	0
			0	0				0	0	0	0	0	0
			0	0				0	0	0	0	0	0
			0	0				0	0	0	0	0	0
			0	0				0	0	0	0	0	0
			0	0				0	0	0	0	0	0
			0	0				0	0	0	0	0	0
Total			4800	50541	143771	199112	22123	70628	85988	45360		201	45360

*Adult Day Care & Adult Day Health Care Net Service Cost

ADC	ADHC

Certification of required minimum local match availability.
 Required local match will be expended simultaneously
 with Block Grant Funding.

<i>Brandi Barber</i> Signature, County Finance Officer	9/13/18 Date
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<i>John J. Adair</i> Signature, Chairman, Board of Commissioners	9-13-18 Date
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North Carolina Division of Aging and Adult Services
 Service Cost Computation Worksheet C:732A.XIS
 Provider: YANCEY COUNTY SENIOR CENTER
 County: YANCEY
 Budget Period: JULY 1, 2018 through JUNE 30, 2019
 Revision ___yes, ___no, revision date _____

DAAS-732A
 3/99

	Grand Total	250	41	20	180	General Purpose	Sen. Ctr Operation	LIQUID NUTRIT
		Transport	In Home Aide	Home Del. Nutrition	Congragate C-1			
I. Projected Revenues								
A. Fed/State Funding From the Division of Aging	199,112	4,800	50,541	95,547	40,000	1,000	5,724	1,500
Required Minimum Match - Cash								
1) County 10% Match	22,124	533	5,617	10,616	4,444	111	636	167
2)	0							
3)	0							
Total Required Minimum Match - Cash	22,124	533	5,617	10,616	4,444	111	636	167
Required Minimum Match - In-Kind								
1)								
2)	0							
3)	0							
Total Required Minimum Match - In-Kind	0	0	0	0	0	0	0	0
B. Total Required Minimum Match (cash + in-kind)	22,124	533	5,617	10,616	4,444	111	636	167
C. Subtotal, Fed/State/Required Match Revenues	221,236	5,333	56,158	106,163	44,444	1,111	6,360	1,667
D. NSIP Cash Subsidy/Commodity Valuation	15,360	0	0	9,216	6,144	0	0	0
E. OAA Title V Worker Wages, Fringe Benefits and Costs	0							
Local Cash, Non-Match								
1) Yancey County	101,346	0	13,094	13,841	20,000	500	53,161	750
2)	0							
3)	0							
4)	0							
F. Subtotal, Local Cash, Non-Match	101,346	0	13,094	13,841	20,000	500	53,161	750
Other Revenues, Non-Match								
1) DONATIONS	1,451	0	0	1,451	0	0	0	0
2)	0							
3)	0							
G. Subtotal, Other Revenues, Non-Match	1,451	0	0	1,451	0	0	0	0
Local In-Kind Resources (Includes Volunteer Resources)								
1) VOLUNTEERS- MEAL ON WHEELS	31,573	0	0	31,573	0	0	0	0
2)	0							
3)	0							
H. Subtotal, Local In-kind Resources, Non-Match	31,573	0	0	31,573	0	0	0	0
I. Client Cost Sharing	6,000							
J. Total Projected Revenues (Sum I,C,D,E,F,G,H, & I)	376,956	5,333	69,252	162,244	70,588	1,611	59,521	2,417

Division of Aging
Service Cost Computation Worksheet

II. Line Item Expense	250	41	20	180	Sen. Ctr	LIQUID
Staff Salary From Labor Distribution Schedule	Transport	In Home	Home Del.	Congragate	Operation	NUTRIT
Admin. Cost	Aide	Nutrition	C-1	General Purpose		
Grand Total						
1) Full-time Staff	0	31,776	39,255	37,955	0	39,130
2) Part-time staff (do not include Title V workers)	0	0	0	0	0	0
A. Subtotal, Staff Salary	0	31,776	39,255	37,955	0	39,130
Fringe Benefits						
1) FICA @ %	12,200	2,066	2,500	1,568	0	4,066
2) Health Ins. @	23,045	7,682	3,841	2,840	0	7,682
3) Retirement @	10,800	2,600	2,600	2,600	0	3,000
4) Unemployment Insurance	270	75	45	42	0	108
5) Worker's Compensation	580	150	195	40	0	195
6) Other	1,100	500	200	200	0	200
B. Subtotal, Fringe Benefits	47,995	13,073	9,381	7,290	0	15,251
Local In-Kind Resources, Non-Match						
1) MEALS ON WHEELS - VOL.	31,573	0	31,573	0	0	0
2) NIIP	15,360	5,124	7,284	2,952	0	0
3) DONATIONS	251	0	251	0	0	0
C. Subtotal, Local In-Kind Resources Non-Match	36,933	5,124	39,108	2,952	0	0
D. OAA Title V Worker Wages, Fringe Benefits and Costs	0	0	0	0	0	0
Travel						
1) Per Diem	800	0	0	0	0	800
2) Mileage Reimbursement	20,000	0	19,000	0	0	1,000
3) Other Travel Cost:	0	0	0	0	0	0
E. Subtotal, Travel	20,800	0	19,000	0	0	1,800
General Operating Expenses						
1) JANITORIAL	500	250	0	0	0	250
2) REPAIR AND MAINT.	1,311	0	0	0	1,311	0
3) OFFICE SUPPLIES	500	0	0	0	0	500
4) RAW FOOD	73,308	0	48,500	22,391	0	2,417
5) INTERNET	3,200	0	0	0	0	3,200
6) ELECTRICITY	9,541	0	0	0	0	9,541
7) CONTRACTS	23,662	5,333	18,329	0	0	0
8) NATURAL GAS	3,000	0	0	0	0	3,000
9) PRINTING AND PRODUCTION	500	0	0	0	0	500
10) TRAINING	800	500	0	0	0	300
11) DUE AND SUBSCRIPTIONS	800	0	0	0	0	800
12) ADVERTISING	500	0	0	0	0	500
13) REPAIR & MAINT. EQUIP	500	200	0	0	300	0
14) EMERGENCY MEALS	7,000	0	7,000	0	0	0
15)		0	0	0	0	0

CERTIFIED STATEMENT
FY2019
RURAL OPERATING ASSISTANCE PROGRAM
County of YANCEY

WHEREAS, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Public Transportation Division provides funding for the operating cost of passenger trips for counties within the state;

WHEREAS, the county uses the most recent transportation plans (i.e. CCP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

WHEREAS, the county government or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with the municipalities or counties served) are the only eligible recipients of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP State Management Plan. NCDOT will disburse the ROAP funds only to counties and eligible transportation authorities and not to any sub-recipients selected by the county;

WHEREAS, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

WHEREAS, the passenger trips provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race or gender (FTA C 4702.1A, FTA C 4704.1, Americans with Disabilities Act 1990); and

WHEREAS, the period of performance for these funds will be July 1, 2018 to June 30, 2019 regardless of the date on which ROAP funds are disbursed to the county.

NOW, THEREFORE, by signing below, the duly authorized representatives of the County of YANCEY North Carolina certify that the following statements are true and accurate:

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips for at least five years that prove that an eligible citizen was provided an eligible transportation service on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state and federal guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips provided throughout the period of performance.

- The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county assures that the required matching funds for the FY2019 ROAP can be generated from fares and/or provided from local funds.
- The county will notify the Mobility Development Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county will provide an accounting of trips and expenditures in quarterly milestone reports to NCDOT – Public Transportation Division or its designee. **Back-up documentation is required to support the quarterly reports and may be requested at an MDS site visit.**
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amounts of FY2019 Rural Operating Assistance Program funds:

State-Funded Rural Operating Assistance Program	Allocated	Requested
Elderly & Disabled Transportation Assistance Program (EDTAP)	<u>54,924</u>	<u>54,924</u>
Employment Transportation Assistance Program (EMPL)	<u>6,249</u>	<u>6,249</u>
Rural General Public Program (RGP)	<u>53,332</u>	<u>53,332</u>
TOTAL	<u>114,505</u>	<u>114,505</u>

WITNESS my hand and county seal, this ____ day of ____, 20__.

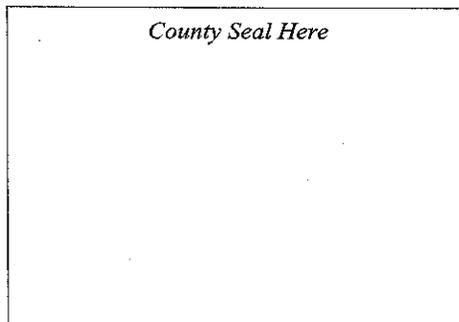
Signature of County Manager/Administrator

Signature of County Finance Officer

Printed Name of County Manager/Administrator

Printed Name of County Finance Officer

State of North Carolina County of YANCEY



Yancey County Tax Office
 County/District Collection Percentage Report
 As of: 08-31-2018

Run Date: 09-04-2018

2018
 County

Net Levy \$
 12,360,167.54

Collections \$
 7,130,592.84

Collections %
 57.70

Districts

Name	Net Levy \$	Collections \$	Collections %
001 - BURNSVILLE FIRE DISTRICT	188,856.80	109,265.68	57.86
002 - CANE RIVER FIRE DISTRICT	68,921.94	35,195.73	51.07
003 - EGYPT FIRE DISTRICT	72,954.57	46,146.28	63.26
004 - RAMSEYTOWN FIRE DISTRICT	24,470.74	12,082.29	49.38
005 - GREEN MOUNTAIN FIRE DISTRICT	27,351.73	15,159.29	55.43
006 - JACKS CREEK FIRE DISTRICT	64,503.24	39,463.05	61.18
007 - BRUSH CREEK FIRE DISTRICT	39,189.15	22,466.78	57.33
008 - CRABTREE FIRE DISTRICT	171,068.30	94,750.54	55.39
009 - SOUTH TOE FIRE DISTRICT	191,215.13	115,568.14	60.44
010 - PENSACOLA FIRE DISTRICT	95,010.71	50,771.71	53.44
011 - PRICES CREEK FIRE DISTRICT	153,853.23	96,034.98	62.42

District Totals

Net Levy \$
 1,097,395.54

Collections \$
 636,904.47

Collections %
 58.04

Attachment D

Posting Report

08-01-2018 to 08-31-2018

09-04-2018
9:23 AM

I. Tax Collections + Releases

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
2008	\$123.75	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$2.50	\$0.00	\$0.00	\$137.50
2009	\$115.80	\$0.00	\$0.00	\$0.00	\$6.75	\$0.00	\$2.50	\$0.00	\$0.00	\$125.05
2010	\$117.45	\$0.00	\$0.00	\$0.00	\$10.55	\$0.00	\$3.00	\$0.00	\$0.00	\$131.00
2011	\$146.95	\$0.00	\$0.00	\$0.00	\$6.75	\$0.00	\$3.00	\$0.00	\$0.00	\$156.70
2012	\$75.74	\$0.00	\$4.73	\$0.00	\$0.00	\$0.00	\$3.00	\$0.00	\$0.00	\$83.47
2013	\$116.80	\$0.00	\$4.30	\$0.00	\$3.80	\$0.00	\$3.00	\$0.00	\$0.00	\$127.90
2014	\$253.23	\$83.11	\$3.92	\$0.00	\$0.00	\$0.00	\$3.00	\$0.00	\$0.00	\$343.26
2015	\$861.17	\$0.00	\$3.56	\$4.20	\$0.00	\$0.00	\$4.49	\$0.00	\$0.00	\$873.42
2016	\$6,567.46	\$0.00	\$6.76	\$89.15	\$88.47	\$24.60	\$90.11	\$6.40	\$0.00	\$6,872.95
2017	\$16,410.20	\$65.45	\$144.32	\$74.55	\$173.36	\$42.81	\$127.38	\$146.75	\$6.33	\$17,191.15
2018	\$7,139,581.63	\$109,679.73	\$131,822.54	\$57,690.87	\$54,290.40	\$22,688.16	\$95,235.46	\$116,036.69	\$50,219.72	\$7,777,245.20
TOTAL	\$7,164,370.18	\$109,828.29	\$131,990.13	\$57,858.77	\$54,591.33	\$22,755.57	\$95,477.44	\$116,189.84	\$50,226.05	\$7,803,287.60

II. Releases

	Current Year	Prior Year	TOTAL
General Fund	\$142,494.64	\$1,057.24	\$143,551.88
Burnsville	\$2,109.32	\$0.00	\$2,109.32
West Yancey	\$2,601.98	\$23.16	\$2,625.14
Egypt/Ramseytown	\$1,082.09	\$0.00	\$1,082.09
Clearmont	\$1,068.55	\$27.70	\$1,096.25

Double Island	\$433.22	\$0.00	\$433.22
Newdale	\$2,187.15	\$48.89	\$2,236.04
South Toe	\$2,232.17	\$0.00	\$2,232.17
Pensacola	\$861.57	\$0.00	\$861.57
TOTAL	\$156,178.79	\$1,156.99	\$157,335.78

III. Net Tax Collections

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
	\$7,020,818.30	\$107,718.97	\$129,364.99	\$56,776.68	\$53,495.08	\$22,322.35	\$93,290.29	\$113,957.67	\$49,364.48	\$7,647,108.81

Transaction Type Report

08-01-2018 to 08-31-2018

Year	General	Fire	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Total
2008	\$34.20	\$3.80	\$0.00	\$0.00	\$0.00	\$38.00	\$17.73	\$0.00	\$0.00	\$55.73
2009	\$32.55	\$0.00	\$0.00	\$0.00	\$0.00	\$32.55	\$12.48	\$0.00	\$0.00	\$45.03
2010	\$34.20	\$3.80	\$0.00	\$0.00	\$0.00	\$38.00	\$27.15	\$0.00	\$0.00	\$65.15
2013	\$38.00	\$3.80	\$0.00	\$0.00	\$0.00	\$41.80	\$15.59	\$0.00	\$0.00	\$57.39
2014	\$0.00	\$83.11	\$0.00	\$0.00	\$0.00	\$83.11	\$436.80	\$0.00	\$0.00	\$519.91
2015	\$779.22	\$4.20	\$0.00	\$0.00	\$0.00	\$783.42	\$189.26	\$8.00	\$0.00	\$980.68
2016	\$5,644.69	\$289.64	\$24.47	\$0.00	\$0.00	\$5,958.80	\$687.56	\$36.00	\$1,132.38	\$7,814.74
2017	\$15,289.09	\$765.75	\$9.81	\$0.00	\$0.00	\$16,064.65	\$871.81	\$128.00	\$0.00	\$17,064.46
2018	\$6,675,303.97	\$595,592.27	\$698.14	\$0.00	\$0.00	\$7,271,594.38	\$34.70	\$0.00	\$0.00	\$7,271,629.08
TOTAL	\$6,697,155.92	\$596,746.37	\$732.42	\$0.00	\$0.00	\$7,294,634.71	\$2,293.08	\$172.00	\$1,132.38	\$7,298,232.17

Adjustment / Release Report

08-01-2018 to 08-31-2018

Year	General	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Fire	Amount Due	County Net
2008	\$89.55	\$0.00	\$0.00	\$0.00	\$89.55	\$91.54	\$4.00	\$0.00	\$9.95	\$195.04	\$185.09
2009	\$83.25	\$0.00	\$0.00	\$0.00	\$83.25	\$76.92	\$4.00	\$0.00	\$9.25	\$173.42	\$164.17
2010	\$83.25	\$0.00	\$0.00	\$0.00	\$83.25	\$68.17	\$4.00	\$0.00	\$9.75	\$165.17	\$155.42
2011	\$146.95	\$0.00	\$0.00	\$0.00	\$146.95	\$824.83	\$4.00	\$2,909.82	\$9.75	\$3,895.35	\$3,885.60
2012	\$75.74	\$0.00	\$0.00	\$0.00	\$75.74	\$45.10	\$4.00	\$0.00	\$7.73	\$132.57	\$124.84
2013	\$78.80	\$0.00	\$0.00	\$0.00	\$78.80	\$40.02	\$6.00	\$0.00	\$7.30	\$132.12	\$124.82
2014	\$73.95	\$5.29	\$0.00	\$0.00	\$79.24	\$30.84	\$4.00	\$-0.42	\$6.92	\$120.58	\$113.66
2015	\$81.95	\$6.20	\$0.00	\$0.00	\$88.15	\$25.06	\$4.00	\$0.00	\$8.05	\$125.26	\$117.21
2016	\$176.34	\$7.34	\$0.00	\$0.00	\$183.68	\$36.20	\$4.00	\$-883.72	\$15.85	\$-643.99	\$-659.84
2017	\$167.46	\$6.39	\$0.00	\$0.00	\$173.85	\$13.85	\$4.00	\$0.00	\$15.20	\$206.90	\$191.70
2018	\$142,494.64	\$24.84	\$0.00	\$0.00	\$142,519.48	\$0.00	\$0.00	\$0.00	\$12,527.16	\$155,046.64	\$142,519.48
TOTAL	\$143,551.88	\$50.06	\$0.00	\$0.00	\$143,601.94	\$1,252.53	\$42.00	\$2,025.68	\$12,626.91	\$159,549.06	\$146,922.15

Collections Receipts Report

08-01-2018 to 08-31-2018

Total general tax	\$7,020,818.30
Total fire tax	\$626,290.51
Total penalty	\$732.42
Total Waste Fees	\$0.00
Total Additional Fees	\$0.00
Total principal	\$7,647,841.23
Total interest	\$2,335.53
Total cost of advertising	\$172.00
Total legal	\$1,132.38
Total check overpayments	\$446.47
Total Prepaid Payments	\$1,079.44
Total Prepaid Applied	\$0.00
Total misc	\$5,165.82
Grand total receipts	\$7,653,007.05

District Payment Report

08-01-2018 to 08-31-2018

Year	District Code	District Name	Amount
2008	006	JACKS CREEK FIRE DISTRICT	\$3.80
2009	006	JACKS CREEK FIRE DISTRICT	\$0.00
2010	006	JACKS CREEK FIRE DISTRICT	\$3.80
2013	005	GREEN MOUNTAIN FIRE DISTRICT	\$3.80
2014	001	BURNSVILLE FIRE DISTRICT	\$83.11
2015	004	RAMSEY TOWN FIRE DISTRICT	\$4.20
2015	007	BRUSH CREEK FIRE DISTRICT	\$0.00
2015	008	CRABTREE FIRE DISTRICT	\$0.00
2016	002	CANE RIVER FIRE DISTRICT	\$3.20
2016	003	EGYPT FIRE DISTRICT	\$7.50
2016	004	RAMSEY TOWN FIRE DISTRICT	\$81.65
2016	005	GREEN MOUNTAIN FIRE DISTRICT	\$57.61
2016	006	JACKS CREEK FIRE DISTRICT	\$30.86
2016	007	BRUSH CREEK FIRE DISTRICT	\$24.60
2016	008	CRABTREE FIRE DISTRICT	\$77.82
2016	009	SOUTH TOE FIRE DISTRICT	\$6.40
2016	010	PENSACOLA FIRE DISTRICT	\$0.00
2017	001	BURNSVILLE FIRE DISTRICT	\$65.45
2017	002	CANE RIVER FIRE DISTRICT	\$118.99
2017	003	EGYPT FIRE DISTRICT	\$0.00
2017	004	RAMSEY TOWN FIRE DISTRICT	\$74.55
2017	005	GREEN MOUNTAIN FIRE DISTRICT	\$94.95
2017	006	JACKS CREEK FIRE DISTRICT	\$78.41
2017	007	BRUSH CREEK FIRE DISTRICT	\$42.81
2017	008	CRABTREE FIRE DISTRICT	\$115.27
2017	009	SOUTH TOE FIRE DISTRICT	\$146.75
2017	010	PENSACOLA FIRE DISTRICT	\$6.33
2017	011	PRICES CREEK FIRE DISTRICT	\$22.24
2018	001	BURNSVILLE FIRE DISTRICT	\$101,067.03
2018	002	CANE RIVER FIRE DISTRICT	\$32,444.95
2018	003	EGYPT FIRE DISTRICT	\$44,113.98
2018	004	RAMSEY TOWN FIRE DISTRICT	\$11,319.01
2018	005	GREEN MOUNTAIN FIRE DISTRICT	\$13,776.80
2018	006	JACKS CREEK FIRE DISTRICT	\$34,209.19
2018	007	BRUSH CREEK FIRE DISTRICT	\$21,659.84

2018	008	CRABTREE FIRE DISTRICT	\$86,119.43
2018	009	SOUTH TOE FIRE DISTRICT	\$110,413.37
2018	010	PENSACOLA FIRE DISTRICT	\$47,525.88
2018	011	PRICES CREEK FIRE DISTRICT	\$92,942.79
TOTAL			\$596,746.37

Detailed District Payment Report

08-01-2018 to 08-31-2018

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

Outstanding Balances Report

As of 08-31-2018

Year	Amount	County	District	Interest	Advertising	Penalties	Waste	Additional Fees
2007	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$14,412.92	\$6,877.96	\$620.84	\$6,707.00	\$60.00	\$147.12	\$0.00	\$0.00
2009	\$13,414.50	\$7,077.72	\$551.89	\$5,708.89	\$76.00	\$0.00	\$0.00	\$0.00
2010	\$19,264.55	\$10,159.42	\$1,046.24	\$7,934.89	\$124.00	\$0.00	\$0.00	\$0.00
2011	\$25,160.22	\$14,095.80	\$1,437.79	\$9,480.78	\$128.00	\$17.85	\$0.00	\$0.00
2012	\$28,144.16	\$16,079.10	\$1,807.25	\$9,812.72	\$160.00	\$285.09	\$0.00	\$0.00
2013	\$26,224.05	\$16,524.94	\$1,540.06	\$7,877.05	\$282.00	\$0.00	\$0.00	\$0.00
2014	\$41,775.92	\$26,278.08	\$2,358.07	\$9,437.84	\$224.00	\$467.55	\$0.00	\$0.00
2015	\$65,779.01	\$44,912.54	\$3,729.75	\$12,248.69	\$318.66	\$298.38	\$0.00	\$0.00
2016	\$126,240.19	\$80,105.19	\$5,867.79	\$15,298.71	\$680.00	\$430.88	\$4.00	\$0.00
2017	\$187,334.31	\$160,093.81	\$13,082.49	\$11,577.33	\$1,536.00	\$1,044.68	\$0.00	\$0.00
2018	\$5,693,249.34	\$5,230,325.59	\$460,491.07	\$30.01	\$0.00	\$2,402.67	\$0.00	\$0.00
Total	\$6,240,999.17	\$5,612,530.15	\$492,533.24	\$96,113.91	\$3,588.66	\$5,094.22	\$4.00	\$0.00

YANCEY COUNTY TAX ADMINISTRATION

End of Month Breakout

View Posted Payments in Date Range 08/01/2018 to 08/31/2018 for Vehicle

Description	Amount
Vehicle Payments	
County Vehicle Tax Payments 2018	\$525.22
County Vehicle Tax Payments 2017	\$2,212.05
County Vehicle Tax Payments 2016	\$11.04
County Vehicle Tax Payments 2015	
County Vehicle Tax Payments 2014	
County Vehicle Tax Payments 2013	
County Vehicle Tax Payments 2012	
County Vehicle Tax Payments 2011	
County Vehicle Tax Payments 2010	
County Vehicle Tax Payments 2009	
County Vehicle Tax Payments 2008	
County Vehicle Interest	\$67.84
County Vehicle Total Payments	\$2,816.15
Burnsville VFD Vehicle Tax	\$12.69
South Toe VFD Vehicle Tax	\$31.78
Newdale VFD Vehicle Tax	\$23.79
West Yancey VFD Vehicle Tax	\$130.26
Egypt/Ramseytown VFD Vehicle Tax	\$2.88
Clearmont VFD Vehicle Tax	\$3.36
Double Island VFD Vehicle Tax	\$6.84
Pensacola VFD Vehicle Tax	\$1.92
VFD Vehicle Interest	\$4.54
VFD Vehicle Total Payments	\$218.06
Town of Burnsville Vehicle Tax	\$13.63
Town of Burnsville Vehicle Interest	
Town of Burnsville Vehicle Total Payment	\$13.63
State Vehicle Interest	\$63.18
Vehicle Total Payments	\$3,111.02

09/04/2018

PRICES CREEK FIRE DISTRICT Vehicle Tax			\$312.07
\$4.77	\$131.59	\$175.71	
County Vehicle Interest			\$1,473.78
\$493.94	\$979.84		
TOWN OF BURNSVILLE Vehicle Interest			\$6.63
\$0.51	\$6.12		
BURNSVILLE FIRE DISTRICT Vehicle Interes			\$45.38
\$26.07	\$19.31		
CANE RIVER FIRE DISTRICT Vehicle Interes			\$1.86
\$0.57	\$1.29		
EGYPT FIRE DISTRICT Vehicle Interest			\$0.03
\$0.02	\$0.01		
RAMSEY TOWN FIRE DISTRICT Vehicle Interes			\$0.45
\$0.03	\$0.42		
GREEN MOUNTAIN FIRE DISTRICT Vehicle Int			\$1.67
\$0.31	\$1.36		
JACKS CREEK FIRE DISTRICT Vehicle Intere			\$13.10
\$4.82	\$8.28		
CRABTREE FIRE DISTRICT Vehicle Interest			\$10.58
\$4.20	\$6.38		
SOUTH TOE FIRE DISTRICT Vehicle Interest			\$7.16
\$2.07	\$5.09		
PENSACOLA FIRE DISTRICT Vehicle Interest			\$14.94
\$3.35	\$11.59		
PRICES CREEK FIRE DISTRICT Vehicle Inter			\$36.06
\$7.14	\$28.92		
DMV Vehicle Interest			\$526.15
\$323.07	\$203.08		
Totals			\$35,483.80
\$3,203.43	\$24,242.41	\$8,037.96	

Billed to Date

% Collected

County Vehicle Tax 2018

\$3,207.42

12.41%

09/04/2018

**MEMORANDUM OF UNDERSTANDING BETWEEN MADISON COUNTY,
MITCHELL COUNTY & YANCEY COUNTY FOR ESTABLISHMENT OF DRUG
TREATMENT COURT**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this the 1st day of September, 2018 and is an agreement in principal regarding the establishment of a Drug Treatment Court in Madison County, Mitchell County and Yancey County; thus

WITNESSETH:

THAT WHEREAS, the 24th Judicial District of the State of North Carolina consists of five (5) counties, to wit: Watauga County, Avery County, Mitchell County, Yancey County and Madison County; and

WHEREAS, Drug Treatment Courts as authorized by Article 62 of Chapter 7A of the North Carolina General Statutes (hereinafter "DTC") have been established and are presently operating in Watauga County and Avery County, which said courts offer certain benefits and treatment options to Defendants in those two (2) counties that are not presently available to Defendants in Madison County, Mitchell County and Yancey County because the latter counties do not have DTCs; and

WHEREAS, there presently exists efforts and preparatory actions being undertaken in Madison County, Mitchell County and Yancey County consistent with the provisions of the Drug Treatment Court Act to establish DTCs in those counties; and

WHEREAS, due to the lack of state funding for the establishment of those courts local funding is necessary for the establishment of a DTC in those counties; and

WHEREAS, each party has determined that it is more financially expedient to pool their financial resources, each with the other, so as to provide for a DTC in their respective county; and

WHEREAS, it is the intention of the parties hereto to set forth herein the roles, expectations and responsibilities of each county regarding the establishment of a DTC that would serve the parties hereto; and

NOW, THEREFORE, the parties hereto acknowledge and agree in principle as follows:

- 1) Each county agrees to use its best efforts to financially support the funding of a DTC that would serve Madison County, Mitchell County and Yancey County consistent with the provisions of the North Carolina Drug Treatment Court Act and specifically consistent with the terms and provisions of the Minimum Standards for the North Carolina DTCs promulgated by the North Carolina Administrative Office of the Courts. Consistent with that goal and objective, each county has provided for an

expenditure in its respective 2018-2019 fiscal year budget of \$25,000.00 for a DTC. The provisions of this MOU are applicable to the use and disbursement of that expenditure during this fiscal year and also applicable to said funding in any subsequent fiscal year. The Counties acknowledge that measurable results to evaluate the overall effectiveness and success of a DTC may not be available unto such time as the Courts have been operable in the County for at least eighteen (18) to twenty-four (24) months.

- 2) Each county further acknowledges that the budget expenditures referenced hereinabove shall be primarily used to contract with a provider to provide drug court coordinator (hereinafter "DCC") services whose duties shall be consistent with those duties and obligations set forth in the North Carolina Drug Treatment Court Act and the Minimum Standards for the North Carolina Drug Treatment Courts promulgated by the North Carolina Administrative Office of the Courts. It is anticipated that the services of a DCC shall be obtained by way of a Contract for Services which shall be negotiated and entered into pursuant to the following guidelines:
 - a. The county managers of each county are authorized to negotiate and execute a single Contract for Services with a DCC upon terms and provisions which are agreeable to all three (3) county managers;
 - b. Compensation paid to the DCC pursuant to the terms and provisions of the Contract for Services shall be paid through the Finance Office for Yancey County. Upon payment of said compensation, Yancey County shall then bill each of Madison County and Mitchell County for one-third (1/3) of the amount of said compensation and said counties shall immediately reimburse Yancey County for the compensation so advanced.
- 3) Each county shall provide an office or space available to the DCC, including appropriate office furniture and access to wireless communication, where available, so as to permit the drug court coordinator to perform its duties and responsibilities.

IN WITNESS WHEREOF, the parties hereunto set their hands and affixed their respective seals, this the 18th day of September, 2018.

Wayne Binger (SEAL)
MADISON COUNTY
CHAIRMAN (VICE-CHAIRMAN)

Alvin [Signature] (SEAL)
MITCHELL COUNTY
CHAIRMAN (VICE-CHAIRMAN)

Johnson [Signature] (SEAL)
YANCEY COUNTY
CHAIRMAN (VICE-CHAIRMAN)

Attachment F



North Carolina Department of Public Safety

Purchasing and Logistics

Roy Cooper, Governor
Erik A. Hooks, Secretary

Casandra Skinner Hoekstra, Chief Deputy Secretary
Douglas Holbrook, Chief Financial Officer
Joanne B. Rowland, Director

August 16, 2018

Nathan Bennett, County Manager
Yancey County
110 Town Square, Room 11
Burnsville, North Carolina 28714

RE: File# N/A County Provided Space in Yancey County, NC (Lease Attached)

Hello Mr. Bennett,

Hope all is well! Our **DPS-Probation and Parole** staff has been occupying space without a leased space agreement since October, 2013. With respect to §Statute 15-209 and in effort to initiate the request, please see "no cost" lease documents attached. Upon your review and approval, kindly sign both originals of enclosed lease, have notarized and returned to me at the address listed below. The lease will be executed by the DPS Property Office and one original will be returned to you for your records. Please leave the date on the first page blank as this will be completed by the DPS Property Office upon execution.

Should you have any questions or concerns, please feel free to contact me or Ron Moore, Real Property Officer at 919-324-6467. Thank you in advance for your assistance regarding this matter.

Sincerely,

A handwritten signature in cursive script that reads "Angela C. Conyers".

Angela C. Conyers, Administrative Specialist II

Phone: 919-324-6228

angela.conyers@ncdps.gov

www.ncdps.gov

MAILING ADDRESS:
4227 Mail Service Center
Raleigh, NC 27699-4200
www.ncdps.gov



An Equal Opportunity Employer

OFFICE LOCATION:
3030 Hammond Business Place
Raleigh, NC 27603-3666
Telephone (919) 743-8141
Fax (919) 715-3731

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY**

STATE OF NORTH CAROLINA

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the 1st day of October, 2018, by and between COUNTY of YANCEY, hereinafter designated as Lessor, and the STATE OF NORTH CAROLINA, hereinafter designated as Lessee;

WITNESSETH:

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18th day of January, 2017; and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the County of Yancey, North Carolina, more particularly described as follows:

Being +/- 848 net square feet of office space located at 110 Town Square, Burnsville, Yancey County, North Carolina.

DEPARTMENT OF PUBLIC SAFETY(Probation and Parole)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three (3) Years commencing on the 1st day of October, 2018 or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the 30th day of September, 2021.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of \$1.00 Dollars per term to be payable within five (5) days from receipt of invoice in triplicate.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.
- C. All utilities except telephone.
- D. Parking as available.
- E. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at 110 Town Square, Room 11, Burnsville, North Carolina 28714 and the Lessee at 4227 Mail Service Center, Raleigh, North Carolina 27603-4227. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. "N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

[Remainder of page intentionally left blank; signatures on following pages]

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

By: _____ (SEAL)
Joanne Rowland, Director
DPS-Purchase and Logistics

LESSOR: Nathan Bennett (SEAL)
The County of Yancey
Nathan Bennett, County Manager

ATTEST:

[Handwritten Signature]
~~Secretary~~ Clerk to the Board
(CORPORATE SEAL)



STATE OF NORTH CAROLINA

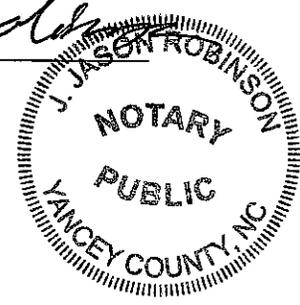
COUNTY OF Yancey

I, J. Jason Robinson, a Notary Public in and for the County and State aforesaid, do hereby certify that **Nathan Bennett**, personally came before me this day and acknowledged that he is the **County Manager**, and that by authority and given as an act of **Yancey County** and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the 1st day of October, 2018.

J. Jason Robinson
Notary Public

My Commission Expires: August 15, 2022



STATE OF NORTH CAROLINA

COUNTY OF _____

I, Wanda B. Hicks, a Notary Public in and for the County of Johnston and State aforesaid, do hereby certify that **Joanne Rowland**, personally appeared before me this date and acknowledged the due execution by her of the foregoing instrument as Director of Purchasing and Logistics of the Department of Public Safety of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2018.

Notary Public

My commission expires August 19, 2019