

**Minutes of the July 8, 2019**  
**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 8, 2019 were Commissioner Jill Austin, Commissioner David Grindstaff, and Commissioner Johnny Riddle, County Manager Lynn Austin, Planning & Economic Development Director Jamie McMahan, County Attorney Donny Laws, Tax Administrator/Assessor Danny McIntosh, Board Clerk Sonya Morgan, members of the media, and members of the general public. Chairman Jeff Whitson and Commissioner Mark Ledford were absent from the meeting. In Chairman Whitson's absence, Commissioner Riddle led the meeting.

**Call to Order**

Commissioner Riddle welcomed those in attendance and called the meeting to order.

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

Commissioner Grindstaff delivered the invocation. Commissioner Austin led in the Pledge of Allegiance to the Flag.

**Approval of the Agenda**

Commissioner Grindstaff made a motion to approve the agenda, with Commissioner Austin providing a second. By a vote of 3-0 the agenda was approved. (Attachment A)

**Consent Agenda**

Commissioner Riddle read through the items on the consent agenda, which included:

- a. Approval of minutes for Regular Meeting June 10, 2019
- b. Approval of minutes for Special Meeting June 20, 2019
- c. Approval of minutes for 2019-20 Fiscal Year Budget Work Sessions
- d. Approval of RESOLUTION Designating Review Officers (Attachment B)
- e. Approval of Yancey County Detention Center's Medical Services Plan (Attachment C)
- f. Approval of Agreement for the Protection, Development, & Improvement of Forest Land in Yancey County, NC (Attachment D)
- g. Approval of 2018-19 Annual Settlement Reports for Unpaid Real Property Taxes & Personal Property Taxes by the Yancey County Tax Collector (Attachment E)
- h. Approval of Tax Office Refund Requests (Attachment F)
- i. June 2019 Tax Collection Reports – Informational (Attachment G)
- j. NC Community Care Networks, Inc. Termination of Lease – Informational (Attachment H)

Commissioner Riddle asked for a motion to approve the items on the consent agenda. Commissioner Grindstaff made a motion to approve the consent agenda, which was seconded by Commissioner Austin. By a vote of 3 – 0, the consent agenda was approved.

**USDA RURAL Grant Award for TRACTOR**

Pamela Hysong, Area Director with the USDA presented the Board the Letter of Conditions dated July 8, 2019 for the Rural Business Development Grant awarded to the county in the amount of \$96,000 for the purchase of equipment to be used for dry corn processing by TRACTOR. (Attachment I) Ms. Hysong reviewed the conditions in the letter and requested the Board pass the RESOLUTION she provided accepting the conditions set forth in the Letter of Conditions. (Attachment J) Commissioner Riddle entertained a motion to adopt the RESOLUTION and allow him to sign it on behalf of the Board. Commissioner Grindstaff made the motion, with Commissioner Austin providing a second. By a vote of 3 - 0 the RESOLUTION was adopted.

## **TRACTOR**

Robin Smith and Michael Graf with TRACTOR addressed the Board regarding a larger corn initiative project that extends past the June to October season. Ms. Smith indicated TRACTOR plans to expand the processing into grits and corn meal and have identified buyers for both. Ms. Smith and Mr. Graf indicated that TRACTOR intends to apply for two grants, which will pay for the marketing and branding for the initiative: another value added producer grant and a grant from The Community Foundation of Western North Carolina. Additionally, they requested that the Board authorize County Manager Austin to sign the letters of support required for the grants. Ms. Smith and Mr. Graf provided a draft partnership letter for The Community Foundation letter and indicated that the RFP for the second grant had not yet been released. Commissioner Grindstaff confirmed with the presenters that the county match funding for the two grants was included in TRACTOR's current budget. Commissioner Riddle asked for a motion to authorize County Manager to sign the letters of support for the two grants. Commissioner Austin made the motion, with Commissioner Grindstaff providing the second. By a vote of 3 – 0, the motion was carried.

## **Promoting Yancey County**

Presenter was unable to attend the meeting.

## **Bald Creek Daycare**

Mendy Miller addressed the Board and discussed her interest in leasing the former Bald Creek Pre-K building currently owned by Yancey County Schools. Ms. Miller presented childcare enrollment data, business plan information, and a lease proposal. (Attachment K) Ms. Miller stated that she planned to provide care for children ages 6 weeks to 12 years daily, after school, and in the summer. Ms. Miller expressed interest in leasing the property at the rate of \$1800 per month from the county should they accept the property being offered as surplus. Commissioner Riddle thanked Ms. Miller for her presentation and stated that the Board would get back in touch with her.

## **5G Technology Health Concerns**

Presenter was unable to attend the meeting.

## **County Manager's Report**

County Manger Austin began her report stating that she had discussed the Bald Creek Pre-K building with the new school superintendent. She stated that the matter would be investigated further for presentation to the Board for a decision as to whether or not to accept the surplus building offered by Yancey County Schools.

County Manager Austin presented the RESOLUTION for East Yancey Water & Sewer (EYWS) revolving loan offer for adoption. (Attachment L) County Manager Austin indicated that the permits are in place and the project is ready to go out for bid, which will be the final stages of the 20-year project. Commissioner Austin made a motion to adopt the RESOLUTION, with Commissioner Grindstaff seconding the motion. By a vote of 3 – 0, the RESOLUTION was adopted.

County Manager Austin presented a Memorandum of Understanding with International Economic Development Council (IEDC). The IEDC contacted the county and offered to provide economic assistance to a business in our community at no charge. After receiving the offer, County Manager Austin said that she contacted Robin Smith with TRACTOR, who welcomed the assistance. IEDC will be sending an agricultural person to work with TRACTOR for a period of one week. Commissioner Riddle entertained a motion to approve the MOU between the county and IEDC and allow County Manager Austin to sign it. Commissioner Austin made the motion, with Commissioner Grindstaff providing a second. By a vote of 3 – 0, the MOU was approved.

County Manager Austin then gave a brief update Ray Cort and Cane River Parks projects. She also said that she had toured the new school and stated that it was very nice, and

the security was top notch. She commended Planning & Economic Development Director Jamie McMahan's hard work on the project and for completing the work on schedule and on budget. County Manger Austin also reported the road project and sewer installation were being completed. She reported that she is working with Mr. McMahan on a bid package for work to be completed at the landfill. County Manager Austin concluded her report to the Board stating that the county had hired John England in Building Inspections who began July 1, 2019.

**County Attorney's Report**

County Attorney Donny Laws reminded those in attendance the county would be auctioning off 11 parcels of surplus property on Tuesday, July 24 at 1:00 pm at front door of the Yancey County Courthouse and invited everyone to attend. Mr. Laws indicated that he had nothing further to report this month.

**County Commissioners' Report**

The Board of Commissioners did not have anything to report this month.

**Public Comments**

Tim Autrey, Jack Huskins, Travis Cox spoke to the Board on holding a March for Jesus Rally. Jim Haaga spoke on gun violence prevention. Molly Sprengelmeyer spoke on Upcycle WNC, Clearmont Community, and the Brush Creek flood. Marvin Taylor spoke on the Sheriff's Department.

**Adjournment**

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

Approved and authenticated this the 12<sup>th</sup> day of August 2019.

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

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

*Jill Austin*  
\_\_\_\_\_  
Jill Austin, Commissioner

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

*Johnny Riddle*  
\_\_\_\_\_  
Johnny Riddle, Commissioner

*Sonya Morgan*  
\_\_\_\_\_  
Sonya Morgan, Clerk to the Board





Attachment A

**AGENDA  
YANCEY COUNTY BOARD OF COMMISSIONERS  
REGULAR BUSINESS MEETING  
JULY 8, 2019  
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 minutes for Regular Meeting June 10, 2019**
  - b. Approval of minutes for Special Meeting June 20, 2019**
  - c. Approval of minutes for 2019-20 Fiscal Year Budget Work Sessions**
  - d. Approval of RESOLUTION Designating Review Officers**
  - e. Approval of Yancey County Detention Center’s Medical Services Plan**
  - f. Approval of Agreement for the Protection, Development, & Improvement of Forest Land in Yancey County, NC**
  - g. Approval of 2018-19 Annual Settlement Reports for Unpaid Real Property Taxes & Personal Property Taxes by the Yancey County Tax Collector**
  - h. Approval of Tax Office Refund Requests**
  - i. June 2019 Tax Collection Reports – Informational**
  - j. NC Community Care Networks, Inc. Termination of Lease – Informational**
- V. USDA RURAL Grant Award for TRACTOR – Pamela Hysong**
- VI. TRACTOR – Michael Graf**
- VII. Promoting Yancey County – Claudia Bailey**
- VIII. Bald Creek Daycare – Mendy Miller**
- IX. 5G Technology Health Concerns – Claire DGaia**
- X. County Manager’s Report – Lynn Austin**
  - a. Yancey County Schools Surplus Property – former Bald Creek Pre-K Building**
  - b. EYWS RESOLUTION Accepting Loan Offer**
  - c. MOU between International Economic Development Council (IEDC) & Yancey County**
  - d. Project Updates**
- XI. County Attorney’s Report – Donny Laws**
- XII. County Commissioners’ Report**
- XIII. Public Comments**
- XIV. Adjourn**

BK: CRP 803  
PG: 736-736



MISCELLANEOUS ITEMS 2019001563  
RECORDED:  
07-10-2019  
03:55:38 PM  
Total Pages: 1

YANCEY COUNTY, NC NC FEE \$26.00  
SUSAN JOBE  
REGISTER OF DEEDS

Total: \$26.00



**RESOLUTION DESIGNATING REVIEW OFFICERS**

**WHEREAS**, pursuant to the provisions in N.C.G.S. 47-30.2 the board of commissioners of each county by resolution, shall designate by name one or more persons experienced in mapping or land records management as a Review Officer to review each map and plat required to be submitted for review before the map or plat is presented to the register of deeds; and,

**WHEREAS**, it is the desire of the Yancey County Board of Commissioners that the Review Officer expeditiously review all maps and plats as required by N.C.G.S. 47-30.2 before being presented to the Register of Deeds for recording.

**NOW, THEREFORE BE IT RESOLVED BY THE YANCEY COUNTY BOARD OF COMMISSIONERS** that this Board does hereby designate Jeff Boone and Mark Thomas as REVIEW OFFICERS to review each map and plat required to be submitted for review before the map or plat is presented to the Register of Deeds for recording as provided by the applicable law.

**RESOLVED**, this the 8<sup>th</sup> day of July 2019.

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

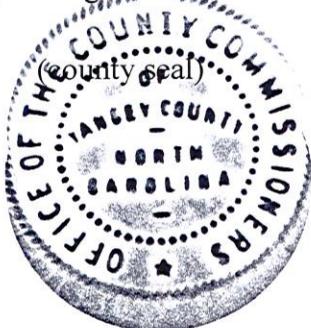
\_\_\_\_\_  
Mark Dedford, Vice Chairman

*Jill Austin*  
\_\_\_\_\_  
Jill Austin, Commissioner

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

*Johnny Riddle*  
\_\_\_\_\_  
Johnny Riddle, Commissioner

*Sonya Morgan*  
\_\_\_\_\_  
Sonya Morgan, Clerk to the Board







2-1-17  
Elipmh  
Yancey County  
Health Dept  
Nursing Supervisor

**GENERAL CONTRACT FOR SERVICES**

FY 2017

This Contract for Services is made effective as of July 01, 2017, by and between Yancey County Sheriff's Office ("Sheriff's Office") of P O Box 6, Burnsville, North Carolina 28714, and Mountain Medical Arts ("MMA") of 2 South Main Street, P O Box 1240, Burnsville, North Carolina 28714.

**1. DESCRIPTION OF SERVICES.** MMA will provide to Sheriff's Department the following services (collectively, the "Services"):

- Provide medical care within our scope of care for jail inmates at our office as needed by appointment only during regular business hours.
- Selective medical services within our scope of care as requested by the Sheriff for employees.
- Provide a nurse to visit the jail, in a secure room separate from inmates as needed for patient care. No new prescriptions will be written by a nurse.

**2. PAYMENT.** Payment shall be made to Mountain Medical Arts, P O Box 1240, Burnsville, North Carolina 28714. Sheriff's Office agrees to make payments for monthly services per term schedule.

If medical services rendered for inmates during any month exceeds the regular monthly charge, the overage will be invoiced by MMA. The cost for any lab services or supplies necessary may be billed separately.

Medical services requested by the Sheriff for employees will be billed commensurate with the service provided.

In addition to any other right or remedy provided by law, if Sheriff's Office fails to pay for the Services when due, MMA has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

**3. TERM.** This Agreement will be renewed automatically on July 01 of each subsequent year with an increase of 3% each month for that year to cover the rise in office costs. The Agreement will remain in effect until cancelled by either party.

**4. CONFIDENTIALITY.** MMA, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of MMA, or divulge, disclose, or communicate in any manner, any information that is proprietary to Sheriff's Office. MMA and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

**5. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**6. REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may

terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default.

**7. FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**8. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**9. SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

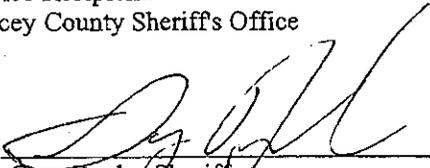
**10. AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**11. GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of North Carolina.

**12. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

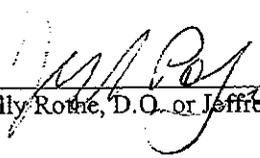
**13. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

Service Recipient:  
Yancey County Sheriff's Office

By:   
\_\_\_\_\_  
Gary Banks, Sheriff

Date: 1-31-17

Service Provider:  
Mountain Medical Arts

By:   
\_\_\_\_\_  
Kelly Rothe, D.O. or Jeffrey Polgar, M.D., Owners

Date: 2/3/17

Yancey County  
Jail and Detention  
Policies and Procedures

*Alipm R*  
*2-14-19*

Subject: Dental Services	Policy Number: 11.05
Issue Date: 02/01/2018	Revision Date:
Approval Authority Title and Signature:	

*Dary Bantel*

**POLICY:**

Sheriff of Yancey County

Yancey County Jail facility encourages inmates to exercise good dental hygiene by providing toothbrushes and tooth paste, as well as access to emergency and essential dental services while they are incarcerated.

**PENOLOGICAL INTEREST:**

Yancey County Jail has a penological interest in maintaining health and encouraging improved hygiene among inmates. This includes reasonable and necessary emergency dental services.

**PROCEDURE:**

**Daily Maintenance of Teeth & Gums:**

Inmates are encouraged to exercise good dental hygiene while they are incarcerated in this facility. As a part of this support, the facility provides toothbrushes and tooth paste to inmates who do not otherwise have access to these healthcare items.

Fees may be charged to inmates for dental services and related professional care.

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*Alipm R*  
2-14-19

**Yancey County  
Jail and Detention  
Policies and Procedures**

<b>Subject:</b> Health Care Services	<b>Policy Number:</b> 11.01
<b>Issue Date:</b> 02/01/2018	<b>Revision Date:</b>
<b>Approval Authority Title and Signature:</b>	

*Dary Bank*

**POLICY:**

Sheriff of Yancey County

Yancey County Jail provides medical on a reasonable and cost-effective basis, consistent with the facilities that are available.

**PENOLOGICAL INTEREST:**

It is in the penological interest of Yancey County Jail to provide reasonable and necessary inmate medical health services while confined to this facility.

**PROCEDURE:**

Yancey County Jail reasonably provides medical, dental, and mental health services to inmates as circumstances dictate. In providing these medical services, the custody and control of inmates is not neglected.

Inmates have a right to refuse routine medical attention. Uncooperative or disruptive inmates may not be suitable candidates for routine medical attention. Such refusals or uncooperative actions are documented.

**Initial Intake Evaluation:**

1. Inmates brought into the facility are medically evaluated within a reasonable period of time.
2. Arriving detainees determined to be in need of critical or emergency medical, mental, or dental care, are not be accepted into the facility, and remain in the custody of the arresting or transporting officer.
3. Arriving detainees that indicate they are in need of prescription medication and who do not have the prescribed medication may not be accepted into the facility until the arresting or transporting officer has an opportunity to secure the medication or can show that the prescription is not valid or required.
4. During the initial contact, the jail officer asks the detainee, *are you ill; are you injured; are you under critical medical care?*

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5. If he or she answers *yes* to any of these questions or there is good reason to suspect that critical care is indicated, the detainee is not accepted and remains in the custody of the arresting or transporting officer.
6. Facility staff may recommend that transporting or arresting officers transport their detainee to the appropriate medical, mental, or dental facility for treatment.
7. Detainees showing signs or known to be mentally incompetent are not accepted, if alternative mental health facilities are available.
8. Before the booking process is completed, personnel will complete a medical screening of the detainee and complete the medical portion of the intake form.
9. Detainees who claim to be infected with a communicable disease are isolated from the general population, pending further medical evaluation.
10. Reasonable efforts are made to acquire professional assistance in processing detainees with special disabilities. If qualified professionals are available, they should be summoned to assist, or contacted through a communications device.
11. Observation and evaluation of the physical and mental condition of detainees continues through each phase of intake, including searches, dressing out, and/or showers.
12. Any *medical alert tags* worn by the detainee are noted on the medical screening and book-in sheets. The inmate is allowed to wear the medical alert tag, as long as there is no reasonable concern for security or safety.

#### **Emergency Health Care and First Aid:**

The facility maintains at least one fully stocked first aid kit and patient evacuation equipment at the facility that is accessible to officers. Ideally, at least one officer per shift is trained in *emergency first aid* and is able to demonstrate proficiency in the rendering first aid to inmates and fellow officers in the event of a *medical emergency*. With the advent of a medical emergency, the responding officer that is first aid proficient will:

1. Assist the injured person(s), and instruct other officers to call for professional medical assistance, as needed;
2. Isolate or remove the injured party to a secure and safe area, if the injuries allow movement;
3. Provide basic first aid to the injured party such as stop the bleeding, protect the wound, and treat for shock;
4. Make the injured party as comfortable as possible until other medical help arrives;
5. Provide security for the injured party until help arrives; &
6. Refer to *Medical Emergency* policy.

#### **Medication:**

All medications are taken from the inmate during admission and kept in a secure location. Additionally:

1. Medications are to determine content, and verify validity and appropriateness of the prescription;

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2. Determine if alternative medications are indicated;
3. Prescription medications are issued only by a physician's instruction;
4. An established receipt system for issuance of medication to the inmate; &
5. A responsible officer distributes the medication to the inmates and documents the issuing of medications onto a MARS sheet, and ensures the inmate takes it, as directed.
6. Over the counter medications may be purchased by the inmate from canteen services. The amount of medication that can be purchased will be set by the Chief Jailer and medical provider.
7. Medication for male inmates is to be stored and locked in the medical cart. Medication for female inmates will be stored and locked in the medication cabinet located in the booking area.
8. All remaining medications ordered during an inmate's incarceration can be claimed once they are released.
9. If an inmate brings their own medication to the facility they can be claimed once released.
10. All unclaimed prescribed medications will be disposed of.

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*AlipmR*  
*2-14-19*

**Yancey County  
Jail and Detention  
Policies and Procedures**

<b>Subject:</b> Sick Call	<b>Policy Number:</b> 11.02
<b>Issue Date:</b> 02/01/2018	<b>Revision Date:</b>
<b>Approval Authority Title and Signature:</b>	

*Dary Bonk*

Sheriff of Yancey County

**POLICY:**

Yancey County Jail provides each inmate with regular access to health care services from a qualified provider to screen, refer, and provide basic treatment for ongoing or emerging health care problems.

**PENOLOGICAL INTEREST:**

It is in the penological interest of this facility to provide reasonable and necessary medical care to inmates, through a series of medical services such as regularly scheduled sick calls.

**DEFINITION:**

- **Sick Call** - An organized method of treating inmate health problems through a regularly scheduled open house. Sick call provides inmates with the opportunity to report a medical illness or other health problem and to receive diagnosis or treatment to alleviate the condition, if reasonably possible.

**PROCEDURE:**

**Scheduling:**

Inmate medical complaints are solicited daily through a request slip or form system, acted on by staff personnel, and followed by appropriate triage, and treatment by qualified personnel.

Sick call is scheduled on a regular basis and the schedule may change from time to time to meet the penological interests of the facility. A physician, or other qualified medical professional is accessible to the general population inmates and conducts sick call on an established schedule. The person conducting sick call will, if reasonably possible:

1. Examine the inmate to the extent necessary to ascertain the nature of the problem;
2. Provide appropriate treatment;
3. Schedule the inmate for further examination or treatment;

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4. Refer the inmate for transfer to the facility clinic or appropriate hospital when necessary; &
5. Arrange for immediate transfer to appropriate facility, clinic, or hospital in medical emergencies.

**Process:**

A member of the facility staff may assist the sick call officer with inmate control and scheduling. The staff member conducting the sick call or the assisting officer maintains sick call records.

**Medical Co-Pay:**

1. Inmates will have a medical screening upon arrival.
2. Female inmates who are pregnant will have full access to medical care.
3. Emergency medical care is available and provided to inmates at any time. The inmate will be charged with a fee when they are provided with non-emergency care. Non-emergency care is defined as a symptom or injury that is not life threatening, and this determination will be made by the Chief Jailer.
4. Sick call will be conducted on a daily basis Monday-Friday. For an inmate to be seen at sick call the inmate must obtain a Medical Request Form from a Jailer on duty. Inmates will submit completed sick call forms to the Jailer on duty. The jailer will file the request for review and scheduling. If an inmate fails to complete the medical request form or misses an appointment for any reason, they must wait until the next scheduled sick call day. Inmate initiated contact during sick call, which results in any medical evaluation will be documented and considered a sick call.
5. Medical Fee Schedule:
  - a. Sick Call \$20.00
  - b. Medication co-payment for one medication \$10.00
  - c. Medication co-payment for two or more medications \$20.00
6. There will be no charges for the following services:
  - a. Initial screening during arrest processing.
  - b. Follow-up treatments/test ordered by medical professionals.
  - c. Medical emergencies as determined by the Chief Jailer.
  - d. Use of force, inmate confrontations and, and restraint checks.
7. All reaming medications ordered during an inmate's incarceration can be claimed once they are released.
8. If you bring your own medication to the facility they can be claimed once released.
9. All unclaimed prescribed medications will be disposed of.

**Review of Sick Call:**

A physician reviews sick call requests and records on a regular basis. Reviews may include:

1. An examination of records;
2. Referrals made by the sick call personnel;
3. Discussion with the staff member who conducted sick call; &

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4. Actual examination of the inmate, if necessary.

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Yancey County  
Jail and Detention  
Policies and Procedures

*Aliph R*  
2-14-19

Subject: Suicide Prevention	Policy Number: 11.03
Issue Date: 02/01/2018	Revision Date:
Approval Authority Title and Signature:	

*Darryl Banks*

**POLICY:**

Sheriff of Yancey County

It is the policy of the Yancey County Jail to be observant to the threat of suicide among inmates and to directly intervene in suicide attempts, whenever reasonably possible

**PENOLOGICAL INTEREST:**

It is in the penological interest of this detention facility to provide reasonable and necessary security, safety, and oversight of inmates that are perceived to be at serious risk of suicide or self inflicted injuries.

**DEFINITIONS:**

- **Mentally ill** - The condition of a person afflicted with mental disease to such an extent that he or she requires care and treatment for his or her own safety or the safety of others.
- **Mentally retarded** - The condition of a person afflicted with substantial sub-average general intellectual functioning that is associated with impairment in adaptive behavior.
- **Mentally impaired inmate** - An inmate who is mentally ill or mentally retarded.
- **Suicide** - the intentional and voluntary act of a person taking or attempting to take his or her own life.

**DISCUSSION:**

For most reasonably thinking individuals, being incarcerated in jail is a traumatic experience. As a consequence, many individuals taken into custody and confined in a jail exhibit some forms of abnormal behavior during in-processing and the early stages of confinement. This behavior is to be expected and is not necessarily indicative of, or a predictor of suicide. Changes in inmate behavior have many causes, many of which have nothing to do with jail life. An inmate may feel his family has abandoned him, loss of a job,

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perceived change in social status, or detoxification may alter behavior. However, this does not necessarily translate to a higher threat of suicide. Mood swings and behavioral changes make the job of the jail staff even more difficult when it comes to watching for or trying to prevent suicide by inmates.

Psychiatrists and psychologists do not agree on, nor have a demonstrated means of predicting or preventing suicide attempts by their patients, in or out of the jail setting. Your job in trying to predict and prevent suicide by inmates is not an easy task. Often our best tools in deterring suicide attempts is a caring, thoughtful word, positive reinforcement, listening to reports from fellow inmates or officers, and observed behavior.

Suicide attempts take many forms; however, the actor's goal is ending ones own life. The actual attempt may be long in planning or the result of an impulse that takes only a few seconds or minutes from decision through execution. The inmate may appear normal in one instance and carrying out his plan of self-destruction the next. Officers are cautioned to be watchful for three basic modes of suicide. This is often referred to as the *suicidal triad*. This triad consists of:

1. **Suicide** – Inmate wishing to take his own life performs the act.
2. **Homicide** – Act is performed by a fellow inmate for a variety of reasons, with the knowledge and assistance of the suicidal inmate.
3. **Suicide by COP** – Suicidal inmate may try to set up a scenario or scheme where officers will be forced to use deadly force, or kill the inmate because of some action he [the inmate] purposely instigates.

Jail staff may be alert to possible indicators of potentially suicidal inmates, by such things as:

1. Past history of suicide attempts;
2. Active discussion of suicide plans;
3. Sudden drastic change in eating, sleeping, or other personal habits;
4. Recent crisis in personal events, such as an extended or life sentencing; &
5. Loss of interest in activities or relationships the inmate had previously engaged in.

#### **PROCEDURE:**

An important part of the suicide prevention program is integrated into the inmate admission and classification processes. Comments and suggestions by arresting officers, observed behavior, inmate responses to questions, and signs of self inflicted wounds are all possible clues that may aid the intake officer in assessing the threat of imminent suicide.

When any officer perceives that an inmate is suicidal or homicidal the observing officer, will:

1. Place the inmate on a suicide watch;
2. Notify the floor staff of the watch condition;

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3. Start a watch log; &
4. Notify the Chief Jailer or supervisor of the watch condition.

The Shift Supervisor or Chief Jailer will consider the reasoning behind placing the inmate on a *suicide watch*, observed behavior, and other factors; and, will make a determination as to continuing, altering, or discontinuing the *watch*. The Chief Jailer will also:

1. While awaiting medical assistance, the inmate may be held in *medical locked* or *watch status* [if facilities are available] and will be more frequently observed by staff.
2. Once a medical or psychiatric evaluation is completed the Chief Jailer will be notified by the medical professional if changes in the normal watch procedure are required or recommended. The recommendations of the medical professional will be followed for the period indicated. The Chief Jailer will communicate with the physician(s) regarding any major change in the inmate's behavior or status.
3. Not later than seventy-two [72] hours after receiving evidence or a statement that may establish *reasonable cause* that a person committed to the Yancey County Jail's custody has a mental illness [including being suicidal] or is a person with mental retardation, the Chief Jailer or Shift Supervisor on behalf of the Yancey County Jail will notify a magistrate of that fact, requesting a mental health status determination by the court. This notification will be in writing and on department letterhead.

If a perceived or actual crisis arises after regular operating hours or on weekends or holidays, and the inmate is likely to require commitment to a mental health treatment facility, the Chief Jailer or Shift Supervisor will be notified and will confer on the recommended transfer.

#### **The Watch:**

Inmates determined by competent medical authority to be a *suicide risk* will be placed in *watch status*, or placed in general population depending on the recommendations of the physician(s). If suicidal, the inmate will be under watch by at least one officer. This watch can be on a continuous basis or with frequent checks of at least every thirty [30] minutes. During these inspections, the officer will visually observe the inmate.

The inspection or watch can be performed with closed circuit television [CCTV], if the facility is so equipped. If CCTV is used, the officer must be able to see the inmate on the CCTV monitor and hear the sounds in the room through periodic checks.

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Regardless of the method of observation, officer(s) assigned these duties will record the inspections in a logbook. Any unusual activity or behavior should be recorded in the log, and periodically reported to senior or medical staff as deemed appropriate by the observing officer.

During the watch, potentially harmful items such as razor blades, belts, shoelaces, matches, pens, pencils, mirrors, glasses, and any sharp items should be removed from the inmate and the cell in which he or she is placed. Staff are reminded that removal of such items from the immediate area of an inmate does not provide guarantees that the inmate can not or will not attempt suicide by other means. For example, one of the most common means of suicide by inmates is strangulation or hanging by using bed clothing, or parts of clothing. Likewise, paper jumpsuits or gowns can also be used to commit suicide.

Yet, to place an inmate in a room void of blankets, bedding, clothing, or other basic amenities of life for an extended period of time is considered *cruel and unusual punishment*, and is therefore forbidden by the U.S. Constitution. Again, our best tools in deterring suicide attempts may be a caring thoughtful word, positive reinforcement, reports from fellow inmates or officers, observed behavior, and trying to get the inmate involved with facility activities, other inmates, or productive work.

Written reports of any suicide attempts or perceived threats of suicide will be forwarded to the Chief Jailer or Shift Supervisor as a priority.

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Slipk  
2-4-19

Yancey County  
Jail and Detention  
Policies and Procedures

Subject: Mental Health Care	Policy Number: 11.04
Issue Date: 02/01/2018	Revision Date:
Approval Authority Title and Signature: <i>Darryl Bantick</i>	

**POLICY:**

Sheriff of Yancey County

Yancey County Jail provides treatment, services, and temporary housing for inmates who display or have been diagnosed as having mental health problems. In such cases, mental health care is provided at a reasonable and cost efficient basis, consistent with budgetary and facilities available.

**PENOLOGICAL INTEREST:**

It is in the penological interest of this detention facility to provide reasonable and necessary security and safety standards, control, supervision, and oversight of inmates while confined to this facility, including those inmates with mental health problems.

**PROCEDURE:**

Inmates committed to Yancey County Jail are normally screened to include questions and observations intended to identify mentally impaired inmates who may have problems adapting to the detention setting, or who may be imminently dangerous to themselves or others. Staff will observe inmates throughout their incarceration in an effort to identify possible mental health problems. In a situation in which the inmate may present an imminent danger to self or others, staff may take appropriate action to ensure the safety of inmates and staff [such as using restraints].

**DEFINITIONS:**

- **Mentally ill** - The condition of a person afflicted with mental disease to such an extent that he or she requires care and treatment for his or her own safety or the safety of others.
- **Mentally retarded** - The condition of a person afflicted with substantial sub-average general intellectual functioning that is associated with impairment in adaptive behavior.
- **Mentally impaired inmate** - An inmate who is mentally ill or mentally retarded.

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**Mental Health Screening:**

On admission, the intake staff evaluates each inmate for obvious signs of mental illness or retardation. When a staff member suspects an inmate is mentally impaired, they notify the Chief Jailer or Shift Supervisor for instructions. Additional diagnostic tests or examinations may be ordered. Pending this review, an inmate demonstrating signs of serious mental illness may be housed in administrative or medical segregated housing or transported elsewhere.

Officers should be alert to possible indicators of acute mental illness, including the following:

1. Systematized delusions of persecutions, with the rest of the personality remaining relatively intact;
2. Delusions of grandeur and/or persecution or a constant attitude of suspicions and hostility;
3. Intense anxiety or exaggerated levels of fear or panic in the absence of any real or present danger;
4. Inappropriate emotional responses, silliness, bizarre delusions, or unpredictable, hollow giggling;
5. Hallucinations such as hearing, seeing, tasting, or smelling something or some one that is not present at the moment;
6. Extreme depression, withdrawal, neglect of hygiene and appearance, refusal to eat or leave the cell for long periods of time, or periods of uncontrollable crying; &
7. Exaggerated mood swings from elation and over activity to depression and under activity or a combination or alternation of these.

Inmates exhibiting psychotic or dangerous behavior that appear to originate from mental illness are referred for evaluation.

Following an additional evaluation from physician medical professional, the evaluation is entered in the inmate's medical file. This report may make recommendations on the monitoring, observation, and handling of the inmate. These care recommendations are not normally overridden. The exception may be for security considerations, and additional protection of the inmate or others. Any question regarding potential conflicts between these medical recommendations and a possible compromise of security are resolved between the Chief Jailer, and the prescribing medical professional.

**Reporting Mental Health Conditions to the Court:**

Not later than seventy-two [72] hours after receiving evidence or a statement that may establish *reasonable cause* that a person committed to the Yancey County Jail's custody has a mental illness [including being suicidal] or is a person with mental retardation, the Chief Jailer on behalf of the Yancey County Jail will notify a magistrate of that fact, requesting a mental health status determination by the court. This notification will be in writing and on department letterhead.

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**Crisis Intervention:**

When an inmate exhibits behavior that is suicidal, homicidal, or otherwise extremely inappropriate, the staff should request medical assistance. As a result of this evaluation the inmate may be placed on a suicide watch. Under the condition of a suicide watch, inmates are placed on a program intended to reasonably protect the individual from self-destruction. This process is discussed in an associated policy and procedure.

If a potential mental health crisis arises after regular operating hours, on weekends, or holidays and is likely to require commitment to a regular mental health treatment facility, the Shift Supervisor or Chief Jailer. While awaiting medical assistance, the inmate may be held in medical locked unit status and/or closely observed by staff.

**Transfers for Mental Health Treatment:**

Prior to a non-emergency transfer of any inmate to a mental health facility, the consulting mental health specialist making the referral will prepare a written report to be transported with the inmate. The Shift Supervisor or Chief Jailer will ordinarily be consulted in advance of the transfer and provided the specific reasons for the transfer.

**Psychotropic Drugs:**

Administration of psychotropic drugs such as anti-psychotics, antidepressants, and/or drugs requiring special handling are administered under the direction of a physician or person specifically authorized by the physician and is given only in accordance with written instructions listed in the medical file. Officers assigned to distribute medication ensure that the intended inmate consumes the drugs. Any refusal to take prescribed medication is recorded and the medical staff advised before the next *sick call*, unless the inmate's behavior reasonably indicates immediate notification is appropriate.

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*Salvatore*  
2-12-18

**Yancey County  
Jail and Detention  
Policies and Procedures**

<b>Subject:</b> Dental Services	<b>Policy Number:</b> 11.05
<b>Issue Date:</b> 02/01/2018	<b>Revision Date:</b>
<b>Approval Authority Title and Signature:</b>	<i>Darryl Banks</i>

**Sheriff of Yancey County**

**POLICY:**

Yancey County Jail facility encourages inmates to exercise good dental hygiene by providing toothbrushes and tooth paste, as well as access to emergency and essential dental services while they are incarcerated.

**PENOLOGICAL INTEREST:**

Yancey County Jail has a penological interest in maintaining health and encouraging improved hygiene among inmates. This includes reasonable and necessary emergency dental services.

**PROCEDURE:**

**Daily Maintenance of Teeth & Gums:**

Inmates are encouraged to exercise good dental hygiene while they are incarcerated in this facility. As a part of this support, the facility provides toothbrushes and tooth paste to inmates who do not otherwise have access to these healthcare items.

Fees may be charged to inmates for dental services and related professional care.

**RESTRICTED LAW ENFORCEMENT DATA**

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STATE OF NORTH CAROLINA  
Department of  
Agriculture and Consumer Services

\$158,452.00  
Total Cooperative Appropriation  
  
State      \$95,071.00  
  
County     \$63,381.00

AGREEMENT FOR THE PROTECTION, DEVELOPMENT AND IMPROVEMENT  
OF FOREST LAND IN YANCEY COUNTY NORTH CAROLINA

THIS AGREEMENT, made under authority of "An act to authorize Counties to cooperate with State in Forest Protection, Reforestation and promotion of Forest Management," Article 75 of Chapter 106, G.S. 106-895 through G.S. 106-910, by Session Laws 2011-145, s. 13.25(p), effective July 1, 2011, and also under authority of the North Carolina Department of Agriculture and Consumer Services (hereinafter Called the Department), party of the first part, and the Board of Commissioners of Yancey County in the State of North Carolina (hereinafter called the Board), party of the second part, witnesseth:

That WHEREAS the said Board, recognizing the need for active forest protection, development, reforestation, management and improvement in Yancey County, has accepted the offer of the Department for cooperation in accomplishing this object:

Now THEREFORE, in consideration of the mutual covenants hereinafter set forth, the said parties contract and agree to maintain a legally appointed and equipped Forest Ranger organization in said county at the joint cost of the State and County, insofar as the joint funds will permit, as follows:

Part I.            THE DEPARTMENT AGREES:

1.        To select, employ and appoint, after consultation with the Board, a County Forester or County Forest Ranger for the purposes of controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland and field fires; for enforcing State forest fire laws; for taking such preventative measures, educational and otherwise, as shall seem necessary to prevent forest fires; for developing and improving the forests through reforestation promotion and practice of Forest Management practices; and for protection from insects and diseases.
2.        To furnish to each Forester or Forest Ranger so employed a badge of office, stationery and report forms, instructional posters for use in the County, leaflets for distributing to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements deemed necessary insofar as the joint funds will permit.

3. To pay the Forester or Forest Ranger for all official services rendered, at a fair rate of pay. Rates of pay are to be established by the Department in accord with existing State salary schedules.

4. To direct supervise, instruct, and inspect, through its agents, the work and conduct of the Forester or Forest Ranger, to discipline and, when necessary, discharge such Forester or Forest Ranger.

5. To submit to the Board of Commissioners monthly (or at other mutually satisfactory intervals) an itemized statement of all monies to be paid by the County and those paid by the Department for proper conduct of the work within said County.

6. To make available annually from State, Federal, and other funds allotted to it, the sum of **ninty-five thousand, seventy-one dollars (\$95,071.00)** as its share of an annual budget of **\$158,452.00** for carrying the work in said County.

Part II. THE BOARD AGREES:

1. To pay to the Department **40%** of the total cost of the Forester or Forest Ranger salaries and expenses and of other proper expenditures made in connection with the over-all Forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.

2. To appropriate annually the sum of **sixty-three thousand, three hundred eighty-one dollars (\$63,381.00)** which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget.

Part III. IT IS EXPRESSLY AGREED AND UNDERSTOOD BY BOTH PARTIES:

1. That this Agreement becomes effective **July 1, 2019**

2. That the annual appropriations as set forth above may be revised by mutual agreement between the Department and the Board, based on the amount of annual appropriation desirable for the proper conduct of the Forestry work, such revision to become effective at the beginning of a given Fiscal Year. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties.

3. That the Board reimburse the Department as provided in Part II, Item 1, by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's periodic statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.

4. That title to all improvements and equipment purchased and/or constructed in connection with this agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this agreement is in effect, or as long as they are needed by the Department for the proper conduct of the work therein.

5. That the Forester or Forest Ranger periodically or at the request of the Board, shall present to the Board statements of the work being done within the County, so that said Board may be fully informed at the times regarding the Forestry finances and activities within the County.

IN WITNESS WHEREOF, the said parties do hereunto affix their names and seals upon the date herein below specified.

For the Board of County Commissioners of

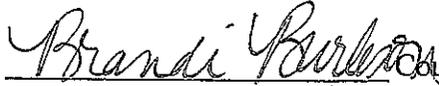
Date 7-1-19



Chairman

Provisions for the payment of the monies to fall due under this Agreement have been made by appropriation duly made or by bonds or notes duly authorized, as required by the "County Fiscal Control Act."

Date 7/1/19



County Finance Officer

For the North Carolina Department of Agriculture and Consumer Services

Date \_\_\_\_\_

Signature

N. David Smith, Chief Deputy Commissioner

# Memorandum

**To:** Yancey County Board of Commissioners  
**From:** Fonda Thomas, Tax Collector  
**Date:** July 02, 2019  
**Re:** 2018-2019 ANNUAL SETTLEMENT FOR UNPAID REAL PROPERTY TAXES BY THE YANCEY COUNTY TAX COLLECTOR

---

As required by G.S. 105-373 (list of persons owning real property whose taxes remain unpaid available upon request), I present the Annual Settlement of Tax Collector for unpaid Real Property Taxes for Fiscal Year 2018-2019

<u>Billed</u>	<u>Net Collected</u>	<u>% Collected</u>	<u>% Uncollected</u>
\$12,676,398.22	\$12,459,463.13	98.29%	1.71%

# Memorandum

**To:** Yancey County Board of Commissioners  
**From:** Fonda Thomas, Tax Collector  
**Date:** July 02, 2019  
**Re:** 2018-2019 ANNUAL SETTLEMENT FOR UNPAID PERSONAL  
PROPERTY TAXES BY THE YANCEY COUNTY TAX COLLECTOR

---

As required by G.S. 105-373 (list of persons owning personal property whose taxes remain unpaid available upon request), I present the Annual Settlement of Tax Collector for unpaid Personal Property Taxes for Fiscal Year 2018-2019

<u>Billed</u>	<u>Net Collected</u>	<u>% Collected</u>	<u>% Uncollected</u>
\$888,446.93	\$870,766.84	98.01%	1.99%



**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 8 2019

Refund request:

BOGER, GWENDOLYN

PIN: 076900488751000 (65 Arbuckle Rd) Property owner requested a review of her tax circumstances. Investigation revealed that staff had visited her property in early 2018 and adjusted the value. Staff failed to recalculate the property owner's exemption resulting in excessive taxes being collected for the 2018 year.

2018 Excess tax collected: \$ 208.74

Property owner did request in writing that the excess tax paid be refunded.

Assessor's opinion: Pursuant to North Carolina General Statute 105-381 refund is indicated and recommended in the amount of \$208.74.

June 7, 2019

Yancey County Tax Office

Attn: Danny McIntosh

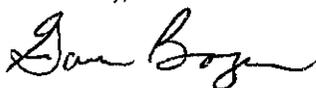
110 Town Square

Room 1

Burnsville NC 28714

Due to tax office error, I am requesting a refund for the excess taxes that was paid for my 2018 property tax bill. Thank you for your attention in this matter.

Sincerely,



Gwen B. Boger

Property Address:

65 Arbuckle Rd.

Burnsville NC 28714

Mailing Address:

PO Box 857

Spruce Pine NC 28777



## 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 8 2019

Refund request:

HOWELL, JOHN W

PIN: 083300510954000 Property owner found that the property had continued to be assessed after the property record should have been removed from the file due to a combination of properties in 2012. Property owner was heard by the Board of Equalization and Review on May 22 2019. The board continued judgment until June 17 2019 to allow for an investigation by the assessor. Investigation revealed that the tax office had erred in not removing the record from the file. The result of the overstatement of value for the past five years is as follows:

2014 Excess tax collected	\$181.64
2015 Excess tax collected	\$185.35
2016 Excess tax collected:	\$158.60
2017 Excess tax billed:	\$158.60 (Billed, not paid, to be released)
2018 Excess tax collected:	\$ 158.60
Total excess tax collected during the past five years:	\$684.19

Property owner did request in writing that the excess tax paid be refunded.

Assessor's opinion: Pursuant to North Carolina General Statute 105-381 refund is indicated and recommended in the amount of \$684.19.

**Fw: Tax on removed card**

Elana Howell <elaynahowell@yahoo.com>

Wed 6/19/2019 2:11 PM

To: Danny McIntosh <Danny.McIntosh@yanceycountync.gov>

Sent from Yahoo Mail on Android

0833005109<sup>5</sup>4000

----- Forwarded Message -----

**From:** "Elana Howell" <elaynahowell@yahoo.com>

**To:** "Danny.McIntosh@yanceycountync.gov" <Danny.McIntosh@yanceycountync.gov>

**Sent:** Wed, Jun 19, 2019 at 2:10 PM

**Subject:** Tax on removed card

I, John W. Howell, ask that the taxes allowed by law be refunded to me for the property that was removed from the tax till that I have paid taxes on for the last several years. Respectfully, John W. Howell

Sent from Yahoo Mail on Android

YANCEY COUNTY TAX ADMINISTRATION

Attachment G

End of Month Breakout

View Posted Payments in Date Range 06/01/2019 to 06/30/2019 for Both

Description	Amount
Vehicle Payments	
County Vehicle Tax Payments 2018	\$1,723.96
County Vehicle Tax Payments 2017	\$1,921.99
County Vehicle Tax Payments 2016	\$347.35
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	\$363.24
County Vehicle Total Payments	\$4,356.54
Burnsville VFD Vehicle Tax	\$249.12
South Toe VFD Vehicle Tax	\$12.99
Newdale VFD Vehicle Tax	\$13.11
West Yancey VFD Vehicle Tax	\$26.36
Egypt/Ramseytown VFD Vehicle Tax	\$4.84
Clearmont VFD Vehicle Tax	\$78.38
Double Island VFD Vehicle Tax	\$1.53
Pensacola VFD Vehicle Tax	\$0.90
VFD Vehicle Interest	\$37.11
VFD Vehicle Total Payments	\$424.34
Town of Burnsville Vehicle Tax	\$80.28
Town of Burnsville Vehicle Interest	
Town of Burnsville Vehicle Total Payment	\$80.28
State Vehicle Interest	\$87.31
Vehicle Total Payments	\$4,948.47

07/01/2019



PENSACOLA FIRE DISTRICT Vehicle Tax				\$362.40
	\$142.80	\$141.90	\$77.70	
PRICES CREEK FIRE DISTRICT Vehicle Tax				\$320.74
	\$81.04	\$65.53	\$174.17	
County Vehicle Interest				\$2,624.18
	\$229.48	\$1,187.79	\$1,206.91	
TOWN OF BURNSVILLE Vehicle Interest				\$37.64
	\$3.05	\$25.77	\$8.82	
BURNSVILLE FIRE DISTRICT Vehicle Interes				\$63.51
	\$4.33	\$47.15	\$12.03	
CANE RIVER FIRE DISTRICT Vehicle Interes				\$11.94
	\$1.95	\$8.75	\$1.24	
EGYPT FIRE DISTIRCT Vehicle Interest				\$3.28
	\$0.57	\$2.70	\$0.01	
RAMSEYTOWN FIRE DISTRICT Vehicle Interes				\$0.67
	\$0.03	\$0.02	\$0.62	
GREEN MOUNTAIN FIRE DISTRICT Vehicle Int				\$7.05
	\$1.22	\$5.56	\$0.27	
JACKS CREEK FIRE DISTRICT Vehicle Intere				\$14.12
	\$0.56	\$5.79	\$7.77	
BRUSH CREEK FIRE DISTRICT Vehicle Intere				\$3.33
	\$0.42	\$2.91		
CRABTREE FIRE DISTRICT Vehicle Interest				\$25.62
	\$3.09	\$13.93	\$8.60	
SOUTH TOE FIRE DISTRICT Vehicle Interest				\$20.66
	\$3.18	\$9.49	\$7.99	
PENSACOLA FIRE DISTRICT Vehicle Interest				\$31.08
	\$1.45	\$12.24	\$17.39	
PRICES CREEK FIRE DISTRICT Vehicle Inter				\$54.07
	\$4.01	\$8.27	\$41.79	
DMV Vehicle Interest				\$457.28
	\$89.23	\$198.67	\$169.38	

Totals					\$46,044.38
	\$19,619.54	\$19,298.89	\$7,125.95		

---

	Billed to Date	% Collected
County Vehicle Tax 2018	\$25,858.86	33.80%

07/01/2019

**Posting Report**  
06-01-2019 to 06-30-2019

07-01-2019  
11:34 AM

**I. Tax Collections + Releases**

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
2010	\$70.69	\$0.00	\$0.00	\$0.00	\$109.83	\$0.00	\$0.00	\$0.00	\$0.00	\$180.52
2012	\$102.60	\$0.00	\$0.00	\$11.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$114.00
2013	\$114.00	\$0.00	\$0.00	\$11.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$125.40
2014	\$336.94	\$0.00	\$0.00	\$11.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$348.34
2015	\$415.80	\$0.00	\$0.00	\$11.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$427.20
2016	\$667.77	\$0.00	\$12.04	\$6.40	\$0.00	\$0.00	\$9.78	\$0.00	\$0.00	\$695.99
2017	\$3,176.83	\$4.44	\$45.72	\$31.47	\$82.47	\$38.16	\$29.74	\$39.70	\$0.00	\$3,448.53
2018	\$51,831.81	\$31.58	\$419.39	\$231.15	\$583.64	\$0.00	\$942.52	\$285.83	\$0.00	\$54,325.92
<b>TOTAL</b>	\$56,716.44	\$36.02	\$477.15	\$314.62	\$775.94	\$38.16	\$982.04	\$325.53	\$0.00	\$59,665.90

**II. Releases**

	Current Year	Prior Year	TOTAL
General Fund	\$29.90	\$0.00	\$29.90
Burnsville	\$0.00	\$0.00	\$0.00
West Yancey	\$0.00	\$0.00	\$0.00
Egypt/Ramseytown	\$0.00	\$0.00	\$0.00
Clearmont	\$0.00	\$0.00	\$0.00
Double Island	\$0.00	\$0.00	\$0.00
Newdale	\$3.36	\$0.00	\$3.36
South Toe	\$0.00	\$0.00	\$0.00

Pensacola	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$33.28</b>	<b>\$0.00</b>	<b>\$33.28</b>

### III. Net Tax Collections

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
<b>TOTAL</b>	\$56,686.54	\$36.02	\$477.15	\$314.62	\$775.94	\$38.16	\$978.66	\$325.53	\$0.00	\$59,632.62

# Transaction Type Report

06-01-2019 to 06-30-2019

Year	General	Fire	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Total
2010	\$70.69	\$109.83	\$0.00	\$0.00	\$0.00	\$180.52	\$44.25	\$0.00	\$0.00	\$224.77
2012	\$102.60	\$11.40	\$0.00	\$0.00	\$0.00	\$114.00	\$515.34	\$8.00	\$0.00	\$637.34
2013	\$114.00	\$11.40	\$0.00	\$0.00	\$0.00	\$125.40	\$65.67	\$6.00	\$0.00	\$197.07
2014	\$336.94	\$11.40	\$0.00	\$0.00	\$0.00	\$348.34	\$69.38	\$4.00	\$0.00	\$421.72
2015	\$415.80	\$11.40	\$0.00	\$0.00	\$0.00	\$427.20	\$221.51	\$4.00	\$0.00	\$652.71
2016	\$667.77	\$28.22	\$0.00	\$0.00	\$0.00	\$695.99	\$122.96	\$16.73	\$0.00	\$835.68
2017	\$3,176.83	\$271.70	\$9.09	\$0.00	\$0.00	\$3,457.62	\$708.67	\$60.00	\$0.00	\$4,226.29
2018	\$51,801.91	\$2,490.73	\$42.49	\$0.00	\$0.00	\$54,335.13	\$2,225.76	\$244.00	\$0.00	\$56,804.89
<b>TOTAL</b>	<b>\$56,686.54</b>	<b>\$2,946.08</b>	<b>\$51.58</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$59,684.20</b>	<b>\$3,973.54</b>	<b>\$342.73</b>	<b>\$0.00</b>	<b>\$64,000.47</b>

# Adjustment / Release Report

06-01-2019 to 06-30-2019

Year	General	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Fire	Amount Due	County Net
2012	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.89	\$0.00	\$0.00	\$0.00	\$0.89	\$0.89
2013	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.99	\$0.00	\$0.00	\$0.00	\$0.99	\$0.99
2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.97	\$0.00	\$-127.00	\$0.00	\$-126.03	\$-126.03
2015	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.97	\$0.00	\$0.00	\$0.00	\$0.97	\$0.97
2016	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.65	\$0.00	\$4,515.33	\$0.00	\$4,515.98	\$4,515.98
2017	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$0.65	\$0.65
2018	\$29.90	\$0.00	\$0.00	\$0.00	\$29.90	\$12.23	\$0.00	\$0.00	\$3.38	\$45.51	\$42.13
<b>TOTAL</b>	\$29.90	\$0.00	\$0.00	\$0.00	\$29.90	\$17.35	\$0.00	\$4,388.33	\$3.38	\$4,438.96	\$4,435.58

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# Collections Receipts Report

06-01-2019 to 06-30-2019

Total general tax	\$56,686.54
Total fire tax	\$2,946.08
Total penalty	\$51.58
Total Waste Fees	\$0.00
Total Additional Fees	\$0.00
<hr/>	
Total principal	\$59,684.20
Total interest	\$3,973.54
Total cost of advertising	\$342.73
Total legal	\$0.00
Total check overpayments	\$0.00
Total Prepaid Payments	\$15,582.49
Total Prepaid Applied	\$0.00
<hr/>	
Total misc	\$19,898.76
<hr/>	
Grand total receipts	\$79,582.96

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# District Payment Report

06-01-2019 to 06-30-2019

Year	District Code	District Name	Amount
2010	006	JACKS CREEK FIRE DISTRICT	\$109.83
2012	003	EGYPT FIRE DISTRICT	\$11.40
2013	003	EGYPT FIRE DISTRICT	\$11.40
2014	003	EGYPT FIRE DISTRICT	\$11.40
2015	003	EGYPT FIRE DISTRICT	\$11.40
2016	002	CANE RIVER FIRE DISTRICT	\$12.04
2016	003	EGYPT FIRE DISTRICT	\$6.40
2016	008	CRABTREE FIRE DISTRICT	\$9.78
2017	001	BURNSVILLE FIRE DISTRICT	\$4.44
2017	002	CANE RIVER FIRE DISTRICT	\$12.04
2017	003	EGYPT FIRE DISTRICT	\$31.47
2017	005	GREEN MOUNTAIN FIRE DISTRICT	\$23.57
2017	006	JACKS CREEK FIRE DISTRICT	\$58.90
2017	007	BRUSH CREEK FIRE DISTRICT	\$38.16
2017	008	CRABTREE FIRE DISTRICT	\$29.74
2017	009	SOUTH TOE FIRE DISTRICT	\$39.70
2017	011	PRICES CREEK FIRE DISTRICT	\$33.68
2018	001	BURNSVILLE FIRE DISTRICT	\$31.58
2018	002	CANE RIVER FIRE DISTRICT	\$314.59
2018	003	EGYPT FIRE DISTRICT	\$13.90
2018	004	RAMSEYTOWN FIRE DISTRICT	\$217.25
2018	005	GREEN MOUNTAIN FIRE DISTRICT	\$180.22
2018	006	JACKS CREEK FIRE DISTRICT	\$403.42
2018	008	CRABTREE FIRE DISTRICT	\$939.14
2018	009	SOUTH TOE FIRE DISTRICT	\$285.83
2018	011	PRICES CREEK FIRE DISTRICT	\$104.80
<b>TOTAL</b>			<b>\$2,946.08</b>

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# Detailed District Payment Report

06-01-2019 to 06-30-2019

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

# Outstanding Balances Report

As of 06-30-2019

Year	Amount	County	District	Interest	Advertising	Penalties	Waste	Additional Fees
2008	\$14,341.31	\$6,582.31	\$588.34	\$6,967.54	\$56.00	\$147.12	\$0.00	\$0.00
2009	\$13,377.37	\$6,784.51	\$519.54	\$6,001.32	\$72.00	\$0.00	\$0.00	\$0.00
2010	\$15,142.42	\$8,187.03	\$685.43	\$6,173.96	\$96.00	\$0.00	\$0.00	\$0.00
2011	\$22,201.99	\$11,892.70	\$1,180.83	\$8,998.61	\$112.00	\$17.85	\$0.00	\$0.00
2012	\$26,404.38	\$14,560.81	\$1,648.24	\$9,780.08	\$136.00	\$279.25	\$0.00	\$0.00
2013	\$24,042.50	\$14,428.16	\$1,310.88	\$8,063.46	\$240.00	\$0.00	\$0.00	\$0.00
2014	\$32,444.27	\$19,973.63	\$1,704.08	\$8,834.76	\$188.00	\$443.60	\$0.00	\$0.00
2015	\$36,070.86	\$23,692.90	\$2,251.55	\$8,505.75	\$248.00	\$257.86	\$0.00	\$0.00
2016	\$87,586.16	\$51,645.21	\$3,739.28	\$15,291.94	\$407.27	\$359.63	\$4.00	\$0.00
2017	\$108,702.14	\$86,706.04	\$7,200.03	\$13,267.93	\$800.00	\$728.14	\$0.00	\$0.00
2018	\$265,360.16	\$222,245.53	\$17,844.79	\$11,753.58	\$1,840.00	\$11,676.26	\$0.00	\$0.00
<b>Total</b>	<b>\$645,673.56</b>	<b>\$466,698.83</b>	<b>\$38,672.99</b>	<b>\$103,638.93</b>	<b>\$4,195.27</b>	<b>\$13,909.71</b>	<b>\$4.00</b>	<b>\$0.00</b>

# Yancey County Tax Office

County/District Collection Percentage Report

As of: 06-30-2019

Run Date: 07-01-2019

2018  
County

<b>Net Levy \$</b>	<b>Collections \$</b>	<b>Collections %</b>
12,676,398.69	12,454,904.05	98.26

## Districts

Name	Net Levy \$	Collections \$	Collections %
001 - BURNSVILLE FIRE DISTRICT	193,876.33	190,404.34	98.21
002 - CANE RIVER FIRE DISTRICT	74,160.28	73,130.35	98.62
003 - EGYPT FIRE DISTRICT	78,098.79	77,293.56	98.97
004 - RAMSEYTOWN FIRE DISTRICT	24,440.24	23,973.36	98.09
005 - GREEN MOUNTAIN FIRE DISTRICT	27,299.29	26,562.27	97.31
006 - JACKS CREEK FIRE DISTRICT	66,600.50	64,874.59	97.41
007 - BRUSH CREEK FIRE DISTRICT	39,405.40	38,804.09	98.48
008 - CRABTREE FIRE DISTRICT	174,300.04	171,695.12	98.51
009 - SOUTH TOE FIRE DISTRICT	193,254.41	190,128.37	98.39
010 - PENSACOLA FIRE DISTRICT	95,936.61	94,906.10	98.93
011 - PRICES CREEK FIRE DISTRICT	155,386.89	153,141.84	98.56

## District Totals

<b>Net Levy \$</b>	<b>Collections \$</b>	<b>Collections %</b>
1,122,758.78	1,104,913.99	98.41



June 17, 2019

SENT VIA FEDEX

Lynn Austin  
County Manager  
Yancey County  
110 Town Square, Room 11  
Burnsville, NC 28714

Re: Termination of Lease for 202 Medical Campus Drive, Burnsville Township, NC

Dear Ms. Austin:

North Carolina Community Care Networks, Inc. ("N3CN") assumed a lease agreement from Community Care of Western North Carolina in March 2019 (attached) for the premises described above.

Pursuant to the terms of this assumption, either party may terminate the lease on thirty days' notice. N3CN is providing notice that it is terminating the lease July 31, 2019.

If you have additional questions, please call Colin Felmet at 919-745-2350.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Woodfin', is written over a horizontal line.

Christopher Woodfin  
Executive Vice President & CFO

## ASSUMPTION OF LEASE AGREEMENT

THIS LEASE ASSUMPTION AGREEMENT ("the Assumption") is entered into as of the dates below, and effective March 1, 2019, by and between North Carolina Community Care Networks, Inc., a North Carolina non-profit corporation ("N3CN"), and Yancey County, a Body Politic and Corporate of the State of North Carolina ("Landlord"), each a "Party" and collectively, the "Parties".

WHEREAS, on July 1, 2018, Community Care of Western North Carolina, a North Carolina non-profit ("CCWNC") entered into a one (1) year lease agreement ("the Lease") with Landlord under which CCWNC leased certain office space located at 202 Medical Campus Drive in Burnsville Township, North Carolina from Landlord; and

WHEREAS, N3CN is taking over certain of CCWNC's business operations and wishes to assume the Lease from CCWNC in order to continue those operations.

NOW, THEREFORE, in consideration of the Premises, and for the promises and mutual consideration contained herein, and for other consideration acknowledged by the Parties, and wishing to be legally bound, the Parties hereby agree as follows:

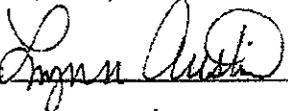
1. N3CN will assume the Lease and all obligations and privileges appertaining thereto, including any amendments and attachments, effective March 1, 2019.
2. All terms and conditions of the Lease, including all amendments and attachments, will remain in force and effect as if N3CN were the party CCWNC, except that § 17 (Notices) is amended by striking the notice address for CCWNC contained therein and replacing it with the following address:

North Carolina Community Care Networks, Inc.  
Attn: General Counsel  
2300 Rexwoods Drive  
Raleigh, NC 27607
3. Upon expiration of the Lease term on June 30, 2019, the Lease shall continue on a month-to-month basis, subject to termination by either Party upon thirty (30) days' written notice to the other Party.
4. This Agreement will inure to the benefit of the Parties, and their successors in interest.
5. This Agreement may be executed in multiple copies and may be signed and transmitted electronically. Electronic copies and signatures will be legally binding the same as original hardcopies with signatures.
6. This Agreement, together with the Lease and any amendments and attachments thereto, contains the complete understanding between the Parties and supersedes any prior or contemporaneous oral or written agreements as to the subject matter of this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties execute this Assumption of Lease Agreement.

LANDLORD:

Yancey County, North Carolina

By: 

Name: Lynn Austin

Title: Yancey County Manager

Date: 4-12-19

TENANT:

North Carolina Community Care Networks, Inc.

By:   
Christopher Woodfin  
EVP & CFO

Date: 4/11/19



Mr. Jeff Whitson, Chair  
Yancey County Board of Commissioners  
Yancey County Courthouse  
110 Town Square, Room 11  
Burnsville, NC 28714

July 8, 2019

SUBJECT: Letter of Conditions  
FY2019 Rural Business Development Grant  
Grant Amount: \$96,000

Dear Mr. Whitson,

The Rural Business-Cooperative Service (hereafter, Agency) hereby establishes conditions which must be understood and agreed to by you, the applicant and prospective Recipient of grant funds, before further consideration may be given to your application. Any changes in project cost, sources of funds, scope of services, and/or any other significant changes in the project or applicant must be reported to, and approved by the Agency, by written amendment to this letter. Any changes not approved by the Agency shall be cause to discontinue processing your application.

This letter is not to be considered as grant approval or as a representation as to the availability of funds. The docket may be completed on the basis of a grant not to exceed \$96,000

The funding period for this project will begin on the Award Date, which is the same date the Agency completes execution of the Grant Agreement. The projected timeframe for completion of this project is 12 months from Award Date. Project activities may not begin, and project costs may not be incurred, prior to the Award Date.

Please complete and return the attached Form RD 1942-46, "Letter of Intent to Meet Conditions," if you desire that further consideration be given your application. By signing Form RD 1942-46, "Letter of Intent to Meet Conditions," you are hereby agreeing and acknowledging that this Rural Business Development Grant is a non-continuous, non-renewable grant and that any ultimate approval of this grant *does not constitute* any assurance that future grants will be available.

If the conditions set forth in this letter are not met within 60 days from the date hereof, the Agency reserves the right to discontinue the processing of the application. This is not appealable.

Applicants expecting funds from other sources for use in completing projects partially financed with Agency funds will present evidence of commitment and availability of funds from those other sources. This evidence will be made available to the Agency before grant closing. Matching funds provided by the applicant or other sources must be disbursed for eligible project purposes, pro rata, with the use of Agency grant funds.

## **FEDERAL INTEGRITY ACT**

To assure the high standards of honesty, integrity, and impartiality maintained by Agency employees, we need to identify any Agency assistance to be provided to Agency employees, their relatives, or their business or close personal associates. This includes grants to organizations. If you know of any relationship or association you may have with an Agency employee, please provide this information.

### **1. REQUIREMENT FOR SYSTEM FOR AWARD MANAGEMENT (SAM)**

This grant is further conditioned upon your providing the Agency with evidence of your Dun and Bradstreet Data Universal Numbering System (DUNS) number and evidence that you are registered and active in the System for Award Management (SAM). Your organization is actively registered with an expiration date of **December 13, 2019**. Please ensure that this account is kept current and active.

You must maintain the currency of your information in the SAM until you submit the final financial report required under this award and all grant funds under this award have been disbursed or de-obligated, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

### **2. USE OF FUNDS**

The proposed grant funds will be used to purchase sweet and dry corn processing equipment that will be leased to TRACTOR (Toe River Aggregation Center Training Organization Regional) in Burnsville, NC. The project will support the development of small and emerging private business enterprises in rural areas in accordance with the application package as submitted for an enterprise or opportunity type project, or as amended and approved by the Agency.

Any changes in the proposed use of funds must be submitted in writing to the Agency and receive prior written approval.

### **3. APPLICANT CONTRIBUTION**

You have agreed to provide \$0.00 in matching funds to be applied to the project for eligible purposes. The matching funds will be applied to the project at the same time grant funds are applied, on a prorated basis as follows: 0.0% matching funds and 100% grant funds. Prior to any release of grant funds, you must provide documentation acceptable to the Agency that matching funds have been expended on the approved project.

#### 4. **PROGRAM INCOME**

If program income is earned during the grant period, you must comply with the requirements in 2 CFR Part 200.307. Costs incidental to the generation of program income may be deducted from gross income to determine net program income, provided these costs have not been charged to the project costs as grant or matching funds.

Program income is any income generated by the grant project, usually income from equipment rental or income from the lease of real estate. Program income must be maintained in an account and readily identifiable as such. These funds may be used to pay for maintenance and repair cost, replacement costs, and administrative expenses generated to create the program income such as accounting for the monies, pro rata share of bank fees, etc.

If program income is earned during the grant period, you must comply with the requirements in 2 CFR Part 200.307. Costs incidental to the generation of program income may be deducted from gross income to determine net program income, provided these costs have not been charged to the project costs as grant or matching funds.

Program income/expenses must be identifiable and reported in the Yancey County annual audit.

#### 5. **SCOPE OF WORK**

You must administer the grant in accordance with the approved Scope of Work. Agency comments and required changes, if any, must be implemented in the project.

If the Scope of Work indicates you will sub-contract any portion of the project activities, then you agree not to turn the responsibility of the project over to the contracted party and you will continue to oversee and control the project through completion.

Any proposed changes in the Scope of Work must be approved in writing by the Agency.

Should your project fall behind the schedule indicated in the Scope of Work, you may request an extension of time to complete the project. You must notify the Agency in writing at least 10 days prior to the original expiration date and provide explanation for your request to extend the expiration date, including a revised budget and timeline for project completion.

The Agency may, at its discretion (not appealable) and under certain conditions, consider a one-time extension of the expiration date of the award for up to 12 months. This one-time extension may not be exercised merely for the purpose of using unobligated balances but must be related to circumstances beyond your control that prevented completion of the project on schedule. Please refer to 2 CFR 200.308 for additional requirements.

## **6. GRANTEE INSURANCE AND BONDING**

You must provide evidence satisfactory to the Agency that you will maintain sufficient hazard insurance, workman's compensation insurance and liability insurance, as recommended by your attorney and referenced in the Grant Agreement, to protect your interests and the Agency's interests in project matters.

You must provide evidence satisfactory to the Agency that all officers and personnel in your organization authorized to receive and/or disburse Federal funds are adequately covered by bonding and/or employee dishonesty insurance to protect the Federal Government's interest, or for the total amount of the grant, whichever is less, and as authorized by the Agency. See 2 CFR 200 sections 304 and 310 and the Grant Agreement requirements.

## **7. FINANCIAL MANAGEMENT**

The Recipient must provide for Financial Management Systems that adhere to 2 CFR 200.302:

- a. Accurate, current and complete disclosure of the financial results of each grant;
- b. Records that identify adequately the source and application of funds for grant-supported activities, together with documentation to support the records. Those records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;
- c. Effective control over and accountability for all funds to ensure compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. Recipient must adequately safeguard all such assets and must ensure that funds are used solely for authorized purposes; and
- d. Recipient must retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least 3 years after Agency receipt of the FINAL Federal Financial Status Reports; except when audit findings and litigation issues have not been resolved, then the records must be retained beyond the 3-year period or until such findings and/or issues have been resolved. The Recipient must provide the Agency and Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers, and records of the grantee that are pertinent to the specific grant program for the purpose of making audit, examination, excerpts, and transcripts.

## **8. DISBURSEMENT OF GRANT FUNDS**

Grant funds will be disbursed by the Agency on a reimbursement basis not to exceed one disbursement every 30 days. One original Standard Form (SF) 270, "Request for Advance or Reimbursement," or one original Standard Form (SF)-271, "Outlay Report and Request for Reimbursement for Construction Programs, will be submitted to the Agency with supporting documentation to validate eligible costs incurred. The financial management system of the Recipient organization shall provide for effective control over and accountability for all funds, property, and other assets. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied.

Grant funds will not be disbursed until all provisions of any phased environmental review process are complete in accordance with Agency regulations.

The last quarterly payment, or the last three months of reimbursements, may be withheld by the Agency until all reports are received and approved by the Agency.

Grant funds will be transferred to you via Electronic Funds Transfer (EFT). You must complete Form SF-3881, Electronic Funds Transfer Payment Enrollment Form.

It is the program intent that all grant funds be fully disbursed within one year from the date of this letter or in accordance with the Scope of Work approved by the Agency. In accordance with RD Instruction 4280-E, 4280.451 (b), "any funds not disbursed within 42 months from the date of obligation will be de-obligated." This is not appealable. Copies of paid invoices, receipts, cancelled checks, etc., will be required as supporting documentation for each reimbursement.

## **9. ENVIRONMENTAL REVIEW**

All the provisions of any phased environmental review process must be completed in accordance with Agency regulations, including Public Notification requirements to be conducted by the proposed Recipient in accordance with prescribed language provided by the Agency, as applicable. In this case, the Agency has determined that project will not potentially impact protected resources as purchase of equipment projects are generally excluded from the environmental review process, provided the assistance is not related to the development of a specific site.

## **10. RURAL AREA**

The project must be located in, or the project activities must only directly serve and benefit, a rural area, as defined by RD Instruction 4280-E and 7.U.S.C. 1991 (a) (13) (a) and (d) et seq.

## **11. CONFLICT OF INTEREST**

In accordance with RD Instruction 4280-E, 4280.406, no conflict of interest or appearance of conflict of interest will be allowed. Grant and matching funds may not be used to support costs for services or goods going to, or coming from, a person or entity with a real or apparent conflict of interest. All transactions must be third-party, arm's-length transactions.

## **12. DEBARMENT**

You must execute Form AD-1047, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions," to certify that your organization is not debarred or suspended from Government assistance. You also must obtain a certification on Form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," from any person or entity you do business with as a result of this Government assistance, indicating that they are not debarred or suspended from Government assistance.

**13. DRUG-FREE WORKPLACE**

You must execute Form AD-1049, "Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative I - For Grantees Other Than Individuals," to certify that you will provide a drug-free awareness program for employees.

**14. EQUAL OPPORTUNITY AND NONDISCRIMINATION REQUIREMENTS**

You must comply with Title VI of the Civil Rights Act of 1964, "Nondiscrimination in Federally Assisted Programs, "42 U.S.C. 2000d, Section 504 of the Rehabilitation Act for Federally Conducted Programs and Activities, the Age Discrimination Act of 1975 and the Americans with Disabilities Act. You must execute RD Forms 400-1, "Equal Opportunity Agreement (construction)" and 400-4, "Assurance Agreement." You will be subject to Agency compliance reviews.

**15. COMPLIANCE REVIEWS**

You must collect and maintain data on the gender, race, and ethnicity or national origin of your membership, ownership and employees, and the data must be available for Agency reviews to determine your compliance with the regulations. You must maintain racial and ethnic data showing the extent to which members of minority groups are beneficiaries of your project activities.

**16. NONDISCRIMINATION STATEMENT**

Recipients must post the following Nondiscrimination Statement in its entirety in their office in public view and in full on all print and non-print materials (including, but not limited to, audio, video, website, brochures, newsletters, by-laws, etc.):

In accordance with Federal civil rights law and the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's Target Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

Mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;

Fax: (202) 690-7442; or

Email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

**USDA is an equal opportunity provider, employer, and lender.**

If the size of the material is too small to include the full statement, the material will at a minimum, include the following statement in the same size as the text:

**“This institution is an equal opportunity provider.”**

The attached USDA poster, “And Justice for All,” Form AD 475-A, must be utilized to inform customers of their rights and must be displayed where it can be viewed by customers.

## 17. REPORTING

Per RD Instruction 4280-E, 4280.449 and 2 CFR 200.328, Forms SF-425, "Federal Financial Status Report" and a narrative Project Performance Report will be required from you on a quarterly basis (due 30 working days after end of each quarter), until all grant funds have been disbursed, and annually thereafter, for equipment and real property, unless otherwise directed by the Agency.

Project reporting will begin on the Award Date, which is the date the *Agency* completes execution of the Grant Agreement. You must constantly monitor performance to ensure that time schedules are met, projected work by time periods is being accomplished, and other performance objectives are being achieved. AGENCY FUNDS WILL NOT BE RELEASED UNLESS ALL REPORTING REQUIREMENTS ARE FULFILLED AND CURRENT.

### Project Performance Report

The narrative report shall include, but not be limited to, the following:

- a. A comparison of actual accomplishments to the objectives established for that period and reasons why established objectives were not met, if any.

- b. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of particular project work elements during established time periods. This disclosure shall be accompanied by a statement of the action taken or planned to resolve the situation.
- c. Objectives and timetable established for the next reporting period.
- d. Special reporting requirements such as jobs supported and created, businesses assisted, or economic development which results in improvements in median household incomes, and as stated herein. Provide information regarding the following:
  - Number of Appalachian Ancient Grains members using the equipment
  - Sales Information of the TRACTOR Dry Corn Initiative broken down as in page 46 of the Financial Feasibility report
  - Number of jobs created, if any
  - Number of jobs sustained, if any

### Final Report

A final SF-425 and a final Project Performance Report will be required within 90 days after all grant funds have been expended or the Performance End Date, whichever date is sooner. The final report may also serve as the last quarterly report. The final reports must provide complete information regarding the jobs created and supported as a result of the project, the Recipient's assessment and evaluation of the outcomes of the project, and commentary on other performance objectives.

### Other Report

Following completion of projects where grant funds were used to acquire or improve an asset, such as a business incubator, real estate, or equipment, the Recipient will verify and report to the Agency annually on the status of any real or personal property acquired with Federal funds, including whether or not the property continues to be used for originally authorized purposes, is not encumbered in title or interests, and is owned by the Recipient.

The Agency may require that you prepare a report suitable for public distribution that describes the accomplishments made through use of the grant funds, including when the grant funded the development or application of a "best practice."

## **18. BASIS FOR SUCCESS OR FAILURE**

You must provide a basis for determining the success or failure of the main elements of the project and outline procedures that will be taken to assess the project's impact at its conclusion. Include items such as increased revenue of participating farmers, increased acreage planted, jobs created.

## 19. AUDITS BASED UPON FEDERAL FINANCIAL ASSISTANCE RECEIVED

A Recipient that expends \$750,000 or more during its fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with requirements in 2 CFR Part 200, subpart F. Audit requirements apply to the year(s) in which grant funds are received and the years in which work is accomplished that will be paid for with grant funds. If grant expenditures are less than \$750,000, then a Recipient is exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 in relation to other audit requirements; but records must be available for review or audit by appropriate officials of the Agency, pass-through entity, and the Government Accountability Office.

A Recipient will be responsible for any additional requirements set forth by the Agency as they pertain to the certification of the expenditure of grant funds when the Recipient expends less than \$750,000 in Federal funds during its fiscal year.

## 20. GRANT AGREEMENT, PROCUREMENT, AND PROPERTY MANAGEMENT

**Grant Agreement:** Form RD 4280-2 Grant Agreement will be attached to Form RD 1940-1, "Request for Obligation of Funds." Recipient must comply with the requirements set forth in RD Instruction 4280-E, and Form RD 4280-2.

Recipient must comply with all applicable laws, regulations, Executive Orders, and other generally applicable requirements, including those contained in 2 CFR 200 and 2 CFR 400 in effect on the date of grant approval, and all requirements in the Agency Letter of Conditions.

Recipient must comply with the procurement requirements of 2 CFR Part 200, Subpart D, as required in 2 CFR 200.324C(2), and maintain compliance with all applicable State, Local, and Tribal laws and regulations relating to contracting and procurement as identified in 2 CFR Part 200.318.

**Procurement, Property Management, and Disposition:** Recipient must comply with procurement, property management, and disposition standards established by 2 CFR Part 200 for real and personal property. The Recipient must not dispose of or encumber the property and must file a Notice of Federal Interest on real property and a UCC on equipment with a unit acquisition cost of \$5,000 or more and a useful life of one year or more. When real or personal property is no longer needed for originally authorized purposes, including unused supplies with an aggregate value exceeding \$5,000 upon completion of the project, the Recipient must obtain disposition instructions from the Agency.

Equipment must be used by the Recipient in the project for which it was acquired as long as needed, whether or not the project continues to be supported by the Federal award. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, Recipient name on title, the acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property with Agency approval. A physical inventory of the property must be taken and the results reconciled with the property records at least

once every two years. Adequate safeguards to prevent loss, damage or theft; and adequate maintenance procedures must be developed to keep the property in good condition.

At a minimum, Recipient must provide insurance coverage for real property and equipment acquired or improved with Federal funds equivalent to insurance provided for other property owned by the Recipient, and acceptable to the Agency.

Recipient must notify and obtain approval from the Agency before disposing of any real property or equipment, and must maintain property standards for real and personal property, including equipment and supplies, in accordance with 2 CFR Part 200, Subpart D.

Additional requirements related to methods of procurement, standards of conduct, open and free competition, price analysis, avoiding real or apparent conflicts of interest in project transactions, access to contractor records, unnecessary or duplicative items, and equal employment opportunity are applicable. See 2 CFR Part 200, Subpart D.

### **23. START OF PROJECT**

Project activities may not begin, and expenditures may not be incurred, until the date that the Agency has executed the Grant Agreement. An executed copy of the Grant Agreement will be mailed to you as written notification of the Award Date and commencement of the project funding period.

### **24. PROGRAMMATIC CHANGES**

You must obtain prior written approval from the Agency for any change to the scope or objectives of the approved project. Failure to obtain prior written approval for changes to the scope can result in suspension or termination of grant funds.

### **25. OTHER REQUIREMENTS**

You will be responsible for any additional requirements of Federal, State or local Governments that may apply in accordance with applicable Notices published in the Federal Register and all other applicable laws, regulations, Executive Orders and other generally applicable requirements including those contained in Departmental Regulations and other Program-Related Instructions, including but not limited to, 7 CFR 4280, Subpart E; the integrated applicable general provisions of 7 CFR 4284, Subpart A; 7 CFR Part 1942, Subpart A; 2 CFR Part 417; and 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

### **26. GRANT MONITORING AND SERVICING**

The grant project will be monitored and serviced in accordance with RD Instruction 4280-E, the grant agreement, and 2 CFR Chapter IV (see RD Instruction 4280.443).

Recipient will allow the Agency, or its representatives, to conduct site visits as needed to monitor progress and to audit the Recipient's real and personal property development and narrative and financial records related to the performance of activities under the Grant Agreement. Failure to allow the Agency to conduct site visits shall be grounds for terminating the grant.

## 27. ADDITIONAL PROJECT-SPECIFIC REQUIREMENTS

You are required to file UCC financing statements with a copy of the filed documents describing each piece of equipment purchased with grant funds.

You are required to provide a spreadsheet for the accounting for of equipment purchased with grant funds. The initial report shall itemize the equipment with unit cost, date of acquisition, model number, serial number, estimated useful life and planned depreciation schedule (use IRS standards)

The project budget must be revised to remove all costs of supplies as these items would be considered pass-through funding to the beneficiary.

You are required to provide a copy of the equipment lease agreement with TRACTOR. The lease must include a fee to be paid by the lessee that charges "near-market" rental rates for the use of the equipment.

The above conditions are based on the proposed use of funds as indicated. The conditions stated may be modified if the scope or cost of the project is changed or the financial arrangements are adjusted. Any change or modification of the conditions of the project must have prior written approval from the Agency.

If you have any questions concerning this letter, please contact me at this office.

Sincerely,

  
Pamela H Hysong  
Area Director

ENCLOSURES

## ENCLOSURES FOR LETTER OF CONDITIONS

- ◆ RD 1940-1, "Request for Obligation of Funds"
- ◆ RD 1942-46, "Letter of Intent To Meet Conditions"
- ◆ Scope of Work (with any changes and as ultimately Approved)
- ◆ SF 425, "Federal Financial Report"
- ◆ SF 270, "Request For Advance or Reimbursement"
- ◆ SF-3881, "Electronic Funds Transfer Payment Enrollment Form"
- ◆ Form AD-1047, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions"
- ◆ Form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions"
- ◆ Form AD-1049, "Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative I – For Grantees Other Than Individuals"
- ◆ Form RD 400-4, "Assurance Agreement"
- ◆ RD Inst. 1940-Q Exhibit A-1, "Certification for Contracts, Grants & Loans"
- ◆ SF-LLL, "Disclosure of Lobbying Activities"
- ◆ "And Justice for All" Poster
- ◆ "Equal Employment Opportunity is the Law" Poster

# DRY CORN EQUIPMENT NEEDS

<b>TRACTORS' DRY CORN INITIATIVE</b>		
<b><i>DRY CORN PROCESSING EQUIPMENT</i></b>		
A. Stone Mill/Sifter (Meadows Mills)	\$	33,458
B. Corn Husker/Sheller (Almaco)	\$	23,780
C. De-stoner (used, Forsbergs)	\$	2,500
D. Bag Loader, Scale	\$	3,195
E. Bag Closer	\$	96
F. Freezer, Storage Equipment	\$	14,640
G. Finished Product Scale	\$	680
H. Metal Detector	\$	12,000
I. Lab & Miscellaneous Equipment	\$	5,651
Total Dry Corn Processing Equipment	\$	96,000

10 ADI Pam Hysong

AUG - 5 2019

Form RD 4280-2  
(11-15)

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT

FORM APPROVED  
OMB No. 0570-0067

**RURAL BUSINESS-COOPERATIVE SERVICE FINANCIAL ASSISTANCE AGREEMENT**

This Agreement, which includes Attachments A and B, for the Project and Amount described below (the "Project Description") and for the Program identified below, is between the Recipient (you) and the United States of America acting through the Rural Business-Cooperative Service (RBS or we).

Type of Award (mark one):

- Cooperative Agreement
- Grant

Program and CFDA Number (mark one):

- Rural Energy for America Program (REAP) - 10.868
- Rural Economic Development Grant (REDG)-10.854
- Rural Business Development Grant (RBDG) - 10.351
- Rural Microenterprise Assistance Program (RMAP) - 10.870
- Agricultural Marketing Resource Center (AgMRC) - 10.352
- Appropriate Technology Transfer for Rural Areas (ATTRA) - 10.782
- Delta Health Care Services (DHCS) - 10.874
- Federal-State Research on Cooperatives (RSRC) - 10.350
- Rural Cooperative Development Grant (RCDG) - 10.771
- Rural Development Cooperative Agreement (RDCA) - 0.890
- Socially-Disadvantaged Groups Grant (SDGG) - 10.871
- Value Added Producer Grant (VAPG) - 10.352
- Other

**I. GENERAL AWARD INFORMATION**

1. Recipient Name & Address Yancey County 110 Town Square, Room 11 Burnsville, NC 28714	2. DUNS No. 029281094	3. SAM No. 53EH0
	4. Case No. 39-000-817343765	
5. Federal Award Identification Number (FAIN) CFDA 10.351	6. Award Date July 29, 2019	
7. Performance Start Date August 1, 2019	8. Performance End Date July 31, 2020	
9. Amount of Federal Funds Obligated for this Action, and Total Amount of Federal Funds Obligated \$96,000.00	10. Amount of Matching/Other Funds (if applicable) \$0.00	
11. Total Project Cost (Budget Approved Amount) \$96,000.00	12. Award as Percentage of Total Project Cost 10,000%	
13. Indirect Cost Rate (if applicable)	14. Does this award involve Research & Development? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
15. Recipient Contact (Name, Title, Contact Info) Lynn Austin, County Manager 828-682-3971 lynn.austin@yanceycountync.gov	16. Agency Contact (Name, Title, Contact Info) Pamela H Hysong, Area Director 828-254-0916 X5 160 Zillicoa St, Ste #2 Asheville, NC 28801 pam.hysong@usda.gov	

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is [0570-0050]. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

## II. RESPONSIBILITIES

- A. Recipient.** The Recipient shall remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement including 2 CFR parts 200, 400, 415, 416, 417, 418, 421, and 422. The most commonly-referenced provisions are identified below.
- 1. Financial and Program Management.** You must follow the financial and performance management requirements in 2 CFR §§ 200.300-.309.
- a. **Financial Management.** You must maintain a financial management system in compliance with 2 CFR § 200.302.
- b. **Internal Controls.** You must maintain internal controls in compliance with 2 CFR § 200.303.
- c. **Payments.** You must comply with the payment requirements described in 2 CFR § 200.305. Payment must be requested by using the SF-270, "Request for Advance or Reimbursement" or SF-271, "Request for Reimbursement for Construction Programs" (as applicable). Receipts, hourly wage rate, personnel payroll records, or other documentation must be provided upon request from RBS if the request is for an advance; otherwise, the documentation must be provided at the time of the request. Requests for payment must be sent to the Agency contact listed in Section I.16.
- d. **Revisions of the Work Plan and Budget.** You must complete all elements of the Work Plan in Attachment B in accordance with that Attachment and must use project funds only for the purposes and activities specified in Attachment B - Approved Work Plan and Budget. You must further complete the outcomes shown for each Work Plan items within the time and scope constraints shown in Attachment B. You must report any changes and request prior approvals in accordance with 2 CFR § 200.308.
- e. **Period of Performance.** You may only incur costs chargeable to the award in accordance with 2 CFR § 200.309.
- f. **Bonding.** You must maintain your fidelity bond coverage in the amount of \$96,000.00 for the Period of Performance of the award. (See 2 CFR § 200.304.)
- g. **Program Income.** You must comply with the requirements of 2 CFR § 200.307. Additionally, if program income is earned during the period of performance, you may use it in accordance with 2 CFR § 200.307(e)(2), provided that you inform us in writing of your intent prior to the award date. However, if you earn program income in excess of what can be used under 2

CFR § 200.307(e)(2) or if you earn unanticipated program income, you must comply with 2 CFR § 200.307(e)(1). Costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award.

2. **Procurement and Property Standards.** You must follow the procurement standards requirements in 2 CFR §§ 200.310-.326.
3. **Performance and Financial Monitoring and Reporting.** You must follow the requirements in 2 CFR Part 170, including Appendix A, and 2 CFR §§ 200.327-.329, and submit reports as outlined below. Unless otherwise directed in the addendum to this Agreement, the reports are due as indicated below.
  - a. **Form SF-425, "Financial Status Report."** Reports are due 30 calendar days after the reporting period ends. A final report is due within 90 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):
    - Semi-Annually: January 1 – June 30 and July 1 – December 31
    - Semi-Annually: April 1 – September 30 and October 1 – March 31
    - Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31
  - b. **Performance Reports.** Reports are due 30 calendar days after the reporting period ends. A final report is due within 90 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):
    - Semi-Annually: January 1 – June 30 and July 1 – December 31
    - Semi-Annually: April 1 – September 30 and October 1 – March 31
    - Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31
4. **Subrecipient Monitoring and Management.** You must monitor and manage any subrecipients in accordance with 2 CFR §§ 200.330-.332.

5. **Record Retention and Access.** You must retain records related to this work performed under this Agreement and allow access to them in accordance with 2 CFR §§ 200.333-.337.
  6. **Closeout.** You must comply with the closeout requirements in 2 CFR § 200.343.
  7. **Post-Closeout Adjustments and Continuing Responsibilities.** You must continue to comply with the requirements in 2 CFR § 200.344 even after the Period of Performance for this Agreement has ended.
  8. **Cost Principles.** You must comply with the provisions in 2 CFR Part 200, most of which are contained in Subpart E.
  9. **Audits.** You must comply with the provisions in 2 CFR Part 200, Subpart F.
  10. **Civil Rights Compliance.** Unless otherwise provided in the addendum, you must comply with Executive Order 12898, Executive Order 13166- Limited English Proficient, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973 as applicable. Your compliance, shall include collection and maintenance of data on race, sex, and national origin of your membership, ownership, and employees. These data must be available to us for Civil Rights Compliance Reviews. Unless otherwise provided in Attachment A, you must submit to a post-award compliance review conducted after the final disbursement of grant funds have occurred.
  11. **Universal Identifier and Central Contractor Registration.** You must comply with 2 CFR Part 25, including Appendix A. Note that the Central Contractor Registration is now available through the System for Award Management at [www.sam.gov](http://www.sam.gov).
  12. **Special Conditions.** You must comply with any special conditions identified in Attachment A – Program Addendum.
- B. Rural Business-Cooperative Service (RBS).** RBS shall remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement. The most commonly-referenced provisions are identified below.
1. **Payments.** We will advance or reimburse funds up to the Award Amount identified in Section I.9 upon the Recipient's proper request according to Section II.A.1.c.

2. **Monitoring and Enforcement.** We will monitor the project to ensure that you are in compliance with the terms of the award. If we find that you are not in compliance, we will enforce the terms of this Agreement using the provisions of 2 CFR §§ 200.338-.342.

C. **Both Parties.** The Recipient and RBS agree to the following:

1. **Invalid Clauses.** The invalidity of any one or more phrases, clauses, sentences, paragraphs, or provisions of this Agreement shall not affect the remaining portions of the Agreement.
2. **Conflict between this Agreement and Other Applicable Regulations or Laws.** If there is a conflict between this Agreement and the applicable Program Regulation, the applicable Program Regulation shall prevail. If there is a conflict between this Agreement and another law or regulation, RBS shall seek a legal opinion to determine which provision applies.
3. **Dates.** When the date fixed for the performance of an act under this Agreement is on a weekend or Federal holiday, then the performance by the close of business on the next Federal work day shall have the same force and effect as if made performed or exercised on the specified date.

The signatories below certify that they have authority to enter into this Agreement.

Approved by an Authorized Representative of the Recipient:

Jeff Whitson

\_\_\_\_\_  
Name (Please Print)

Chair, Yancey County Board of Commissioners

\_\_\_\_\_  
Title (Please Print)

  
\_\_\_\_\_  
Signature

07/08/2019

\_\_\_\_\_  
Date

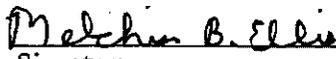
Approved by the United States of America, Rural Business-Cooperative Service by:

Melchior B. Ellis

\_\_\_\_\_  
Name (Please Print)

Acting State Director, North Carolina

\_\_\_\_\_  
Title (Please Print)

  
\_\_\_\_\_  
Signature

7/29/19  
\_\_\_\_\_  
Date

Attachment A – Program Addendum  
Attachment B – Approved Work Plan and Budget

Attachment A – Program Addendum

**PROGRAM NAME:**

- Rural Business Development Grant Program (RBDG)
- Rural Economic Development Grant Program (REDG)
- Rural Microenterprise Assistance Program (RMAP)

**AUTHORITY:** RBDG (7 USC 1932(c)); REDG (7 USC 940c); RMAP (7 USC 2008s).

**APPLICABLE PROGRAM REGULATIONS:** RBDG (7 CFR part 4280 subpart E); REDG (7 CFR 4280 subpart A); RMAP (7 CFR part 4280 subpart D).

**APPLICABLE FEDERAL REGISTER NOTICE:** [INSERT FR REFERENCE]

**ADDITIONAL PROGRAMMATIC AWARD PROVISIONS:**

RBS and the Recipient agree to the following additional provisions:

Section II, Paragraph A.1.g. is retained and the following language is added:

Program income funds must be spent prior to grantee or Agency funds whenever possible. Otherwise, a program income account must be established and utilized in the following manner:

[INSERT WHAT PROGRAM INCOME CAN BE USED FOR AS RELATED TO THIS SPECIFIC PROJECT. EXAMPLES MAY INCLUDE BUT ARE NOT LIMITED TO, EQUIPMENT MAINTENANCE AND REPAIRS. THE EXPENDITURE OF THESE FUNDS SHOULD BE PROJECT SPECIFIC]:

As applicable, the Grantee must use ALL PROGRAM INCOME for eligible purposes, as defined in 2 CFR 200.307 and any related citations.

Real property acquired or improved with Award Funds. (Provide the legal description and/or address of where the real property or other property described in block below is located. Use continuation sheets as necessary.)

Other property (e.g. equipment) acquired with Award Funds. (Describe each item, estimated useful life, and the value of equipment. Use continuation sheets as necessary.)		
Item	Estimated Useful Life	Value
Stone Mill/Sifter	7	\$33,458.00
Corn Husker	7	\$23,780.00
De-stoner	5	\$2,500.00
Bag loader and scale	5	\$3,195.00
Bag Closer	5	\$96.00
Freezer and Storage Equipment	10	\$14,640.00
Finished Product Scale	5	\$680.00
Metal Detector	7	\$12,000.00
Auger and Conveyor	7	\$5,651.00

Section II, Paragraph A.2 is retained and the following language is added:

In addition, you must list any real property and equipment purchases made with project funds in the tables below. Finally, you must provide status reports on any real property in which we retain an interest, in accordance with 2 CFR § 200.329.

Section II, Paragraph A.5 is retained and the following language is added:

The Recipient, upon request, will provide non-confidential information resulting from its activities to the general public on an equal basis.

Section II, Paragraph A.13. is added with the following language:

**Cost Sharing.** You must comply with the requirements of 2 CFR § 200.306. Matching funds must be available at the same time award funds are expected to be spent and expenditures of matching funds will be pro-rated or spent in advance of award funds.

# DRY CORN EQUIPMENT NEEDS

<b>TRACTORS' DRY CORN INITIATIVE</b>		
<b><i>DRY CORN PROCESSING EQUIPMENT</i></b>		
A. Stone Mill/Sifter (Meadows Mills)	\$	33,458
B. Corn Husker/Sheller (Almaco)	\$	23,780
C. De-stoner (used, Forsbergs)	\$	2,500
D. Bag Loader, Scale	\$	3,195
E. Bag Closer	\$	96
F. Freezer, Storage Equipment	\$	14,640
G. Finished Product Scale	\$	680
H. Metal Detector	\$	12,000
I. Lab & Miscellaneous Equipment	\$	5,651
<b>Total Dry Corn Processing Equipment</b>	<b>\$</b>	<b>96,000</b>

REQUEST FOR OBLIGATION OF FUNDS

<b>INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ( )</b>			
Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID 39-000-817343765		LOAN NUMBER	FISCAL YEAR
2. BORROWER NAME Yancey County		3. NUMBER NAME FIELDS 1 (1, 2, or 3 from Item 2)	
		4. STATE NAME North Carolina	
		5. COUNTY NAME Yancey	
<b>GENERAL BORROWER/LOAN INFORMATION</b>			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - AI/AN 4 - HISPANIC 5 - A/PI	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10-PUBLIC COLLEGE/UNIVERSITY 11-OTHER		8. COLLATERAL CODE 1-REAL ESTATE SECURED 2-REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT
9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.	10. SEX CODE 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN, MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1 - YES 2 - NO
13. CREDIT REPORT 1 - YES 2 - NO	14. DIRECT PAYMENT (See FMI)	15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 1 - YES 2 - NO
17. COMMUNITY SIZE 1 - 10,000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000	18. USE OF FUNDS CODE (See FMI)		
<b>COMPLETE FOR OBLIGATION OF FUNDS</b>			
19. TYPE OF ASSISTANCE 694 (See FMI)	20. PURPOSE CODE	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN	25. AMOUNT OF GRANT \$96,000.00	
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL MO DAY YR	28. INTEREST RATE %	29. REPAYMENT TERMS
<b>COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS</b>			
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
<b>COMPLETE FOR EM LOANS ONLY</b>		<b>COMPLETE FOR CREDIT SALE-ASSUMPTION</b>	
31. DISASTER DESIGNATION NUMBER (See FMI)	32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN		
<b>FINANCE OFFICE USE ONLY</b>		<b>COMPLETE FOR FP LOANS ONLY</b>	
33. OBLIGATION DATE MO DA YR	34. BEGINNING FARMER/RANCHER (See FMI)		

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder      COPY 1 - Finance Office      COPY 2 - Applicant/Lender      COPY 3 - State Office

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0061 and 0570-0062. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

Requirements for grantees selected for this award can be found in the Agency's executed Letter of Conditions, Grant Agreement, various regulations codified in 7 CFR 4280-E, 2 CFR parts 180, 200, 400, 415, 417, 418, 421; 2 CFR parts 25, 170.

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. YES NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date July 8, 20 19

Handwritten signature of Jeff Whitson

Jeff Whitson-Chair Yancey Co. Bd of Comm

(Signature of Applicant)

Date \_\_\_\_\_, 20 \_\_\_\_\_

(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: Melchior B. Ellis

Date Approved: \_\_\_\_\_

Title: Acting State Director

38. TO THE APPLICANT: As of this date \_\_\_\_\_, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

**LETTER OF INTENT TO MEET CONDITIONS**

Date 07-08-2019

TO: United States Department of Agriculture

USDA-Rural Development

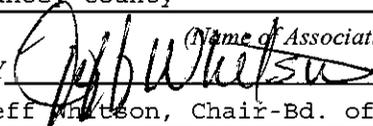
\_\_\_\_\_  
(Name of USDA Agency)

160 Zillicoa St, Suite #2  
Asheville, NC 28801

\_\_\_\_\_  
(USDA Agency Office Address)  
\_\_\_\_\_

We have reviewed and understand the conditions set forth in your letter dated 07-08-2019 . It is our intent to meet all of them not later than 08-01-2020 .

Yancey County

\_\_\_\_\_  
*(Name of Association)*  
BY   
Jeff Whitson, Chair-Bd. of Commissioners  
\_\_\_\_\_  
*(Title)*

*According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data, needed, and completing and reviewing the collection of information.*

Position 3

USDA  
Form RD 400-4  
(Rev. 11-17)

**ASSURANCE AGREEMENT**  
(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED  
OMB No. 0575-0018

OMB No. 0570-0062

The

Yancey County

*(name of recipient)*

110 Town Square, Room #11, Burnsville, NC 28714

*(address)*

As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), and 7 CFR Part 15, 7 CFR 1901, Subpart E.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [in accordance with USDA RD LEP Guidance for RD Funded (Assisted) Programs]. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>;

2. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

3. The Age Discrimination Act of 1975, as amended, which prohibits you from discriminating on the basis of age (42 U.S.C. 6101 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

4. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits you from discriminating on the basis of disability (29 U.S.C. 794) [as implemented by 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E];

5. Title VIII of the Civil Rights Act, which prohibits you from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units, i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features, see 24 CFR Part 100.201; and

6. Titles II and III of the Americans with Disabilities Act, which prohibit you from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions governing USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to records, accounts, documents, information, facilities, and staff :

1. You must cooperate with any compliance review or complaint investigation conducted by USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).
2. You must give USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by Title VI, Title IX, Age, and Section 504 implementing regulations and other applicable laws or program guidance.
3. You must keep such records and submit to the responsible Department official or designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible Department official or his designee may determine to be necessary to ascertain whether you have complied or are complying with relevant obligations.
4. You must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Rural Development or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
6. If, during the past three years, you (the recipient) have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, you must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements.
7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against you, or you settle a case or matter alleging such discrimination, you must forward a copy of the complaint and findings to USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), Office of Civil Rights.

The United States has the right to seek judicial enforcement of these obligations.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of program-specific nondiscrimination policy requirements found at CFR Part 15, 7 CFR Part 15 b, 12 CFR Part 202, 7 CFR 1901, Subpart E., DR4300-003, DR4330-0300, DR4330-005.

#### Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), this assurance obligates the Recipient for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Recipient for the period during which the federal assistance is extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).

#### Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Recipient's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), the Recipient agrees not to discriminate on the grounds of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Data Collection

The Recipient agrees to compile and maintain information pertaining to programs or activities developed as a result of the Recipient's receipt of federal assistance from Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service). Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) to be relevant to the obligation to assure compliance by recipients with laws cited in this assurance agreement.

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations as herein described, that the information submitted in conjunction with this Document is accurate and complete, and that the recipient is in compliance with the nondiscrimination requirements set out above.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, Yancey County on this  
*(name of recipient)*  
date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(SEAL)

Jeff Whitson Recipient  
07-08-2019 Date

Attest: Shirley Morgan  
Title

Jeff Whitson, Chair, Yancey Co Bd of Comm.  
Title



CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned 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, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

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 Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - 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 documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

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 and not more than \$100,000 for each such failure.

Yancey County  
\_\_\_\_\_  
(name)

07-08-2019  
\_\_\_\_\_  
(date)

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

000

AD-3031

**U.S. Department of Agriculture**  
**ASSURANCE REGARDING FELONY CONVICTION**  
**OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS**

**NOTE:** The following statement is made in accordance with the Privacy Act of 1974 (5 USC 55a -- as amended). The authority for requesting the following information for USDA agencies and offices is in sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. 112-55, as amended and/or subsequently enacted. The information will be used to document compliance with appropriations restrictions.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number of this information collection is 0505-0025. The time required to complete this information collection is estimated to average 3 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

This award is subject to the provisions contained in the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. 112-55, Division A, Sections 738 and 739, as amended and/or subsequently enacted for USDA agencies and offices (except Forest Service) regarding corporate felony convictions and corporate federal tax delinquencies.

Accordingly, by accepting this award the recipient acknowledges that it: (1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal or State law within 24 months preceding the award, unless a suspending and debaring official of the United States Department of Agriculture has considered suspension or debarment of the recipient corporation, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.



APPLICANT'S SIGNATURE (BY)

Jeff Whitson, Chair-Board of Commissioners

TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY

Yancey County

BUSINESS NAME

7/8/2019

DATE SIGNED (MM-DD-YYYY)

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

# U.S. DEPARTMENT OF AGRICULTURE

## Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

### (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Yancey County

Organization Name

Western NC Corn Initiative

PR/Award Number or Project Name

Jeff Whitson

Name(s) and Title(s) of Authorized Representative(s)

Chair, Yancey Co. Board of Commissioners

  
Signature(s)

07-08-2019

Date

### Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. 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 the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. 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 the 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.
9. 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.
10. Except for transactions authorized under paragraph 6 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 may terminate this transaction for cause or default.



**Certification Regarding Drug-Free Workplace Requirements (Grants)  
Alternative I – For Grantees Other Than Individuals**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing §§ 5151-5160 of the Drug-Free Workplace Act of 1998 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. § 8101 et seq.), and 2 C.F.R. Parts 182 and 421. The regulations were amended and published on June 15, 2009, in 74 Fed. Reg. 28150-28154 and on December 8, 2011, in 76 Fed. Reg. 76610-76611. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.*

*According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-xxxx. The time required to complete this information collection is estimated to average 0.25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.*

***(Read Instructions On Page Three Before Completing Certification)***

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  2. Establishing an ongoing drug-free awareness program to inform employees about –
    - a. The dangers of drug abuse in the workplace;
    - b. The grantee's policy of maintaining a drug-free workplace;
    - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.
  3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A.1.).
  4. Notifying the employee in the statement required by paragraph (A.1.) that, as a condition of employment under grant, the employee will –
    - a. Abide by the terms of the statement; and
    - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (A.4.b.) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (A.4.b.), with respect to any employee who is so convicted –
    - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - b. 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;
  7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A.1. through A.6.).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

PLACE OF PERFORMANCE *(Street Address, City, County, State, Zip Code)*

Yancey County, 110 Town Square, Room 11, Burnsville, NC 28714 and TRACTOR, 254 Ferguson Hill Rd, Burnsville, Yancey Co, NC 28714

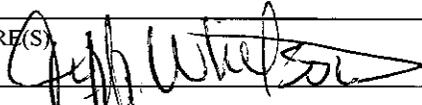
Check  if there are workplaces on file that are not identified here.

ORGANIZATION NAME  
Yancey County

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)  
Jeff Whitson, Board of Commissioners Chair

SIGNATURE(S)



DATE

7-8-2019

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

### Instructions for Certification

- (1) By signing and submitting this form, the grantee is providing the certification set out on pages one and two in accordance with these instructions.
- (2) The certification set out on pages one and two is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
- (3) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
- (4) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
- (5) If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s). If it previously identified the workplaces in question, see paragraph (3) above.
- (6) Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
  - "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, and as further defined by 21 C.F.R. §§ 1308.11-1308.15.
  - "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
  - "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
  - "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces).

**BE IT RESOLVED**

That the **Yancey County Board of Commissioners** accepts the conditions set forth in the Letter of Conditions dated **July 8, 2019**.

That the **Yancey County Board of Commissioners** approves the project budget and statement of work for the feasibility study for a ~~commercial kitchen proposed for Haywood County.~~ *purchase of corn processing equipment.* *Yancey*

That the **Yancey County Board of Commissioners Chair and the Clerk to the Board** be authorized to execute all forms necessary to obtain a Rural Business Development Grant from Rural Development, including, but not limited to the following forms:

- |                     |  |
|---------------------|--|
| Form RD 400-4       | Assurance Agreement  |
| Form RD 1940-1      | Request for Obligation of Funds  |
| Form RD 1942-46     | Letter of Intent to Meet Conditions  |
| Form RD 4280-2      | Rural Business Grant Agreement   |
| Form AD 1047        | Certification Regarding Debarment  |
| Form AD 1048        | Certification Regarding Debarment, Lower Tier"                                       |
| Form AD 1049        | Certification Regarding Drug-Free Workplace  |
| Form AD 3031        | Assurance Regarding Felony Conviction-Delinquent Tax Status for Corporate Applicants |
| 1940-Q, Exhibit A-1 | Certification for Contracts, Grants, and Loans                                       |
| SF 425              | Federal Financial Report   |
| SF 270              | Request for Advance or Reimbursement   |
| SF 3881             | Electronic Funds Transfer Payment Enrollment   |

The resolution is to become a part of the official minutes of the **Yancey County Board of Commissioners** meeting held on **July 8, 2019**.

MOTION that the resolution be approved made by: Commissioner David Grindstaff and seconded by: Commissioner Jill Austin

Motion Passed 3 FOR and 0 AGAINST.  
(number) (number)

TO BE MADE A PART OF THE MINUTES DATED **July 8, 2019**.

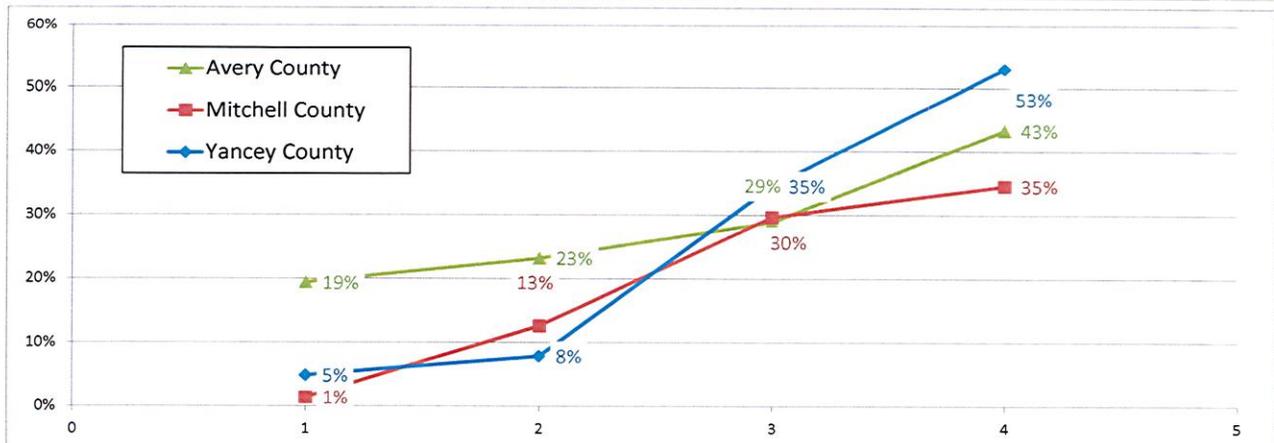
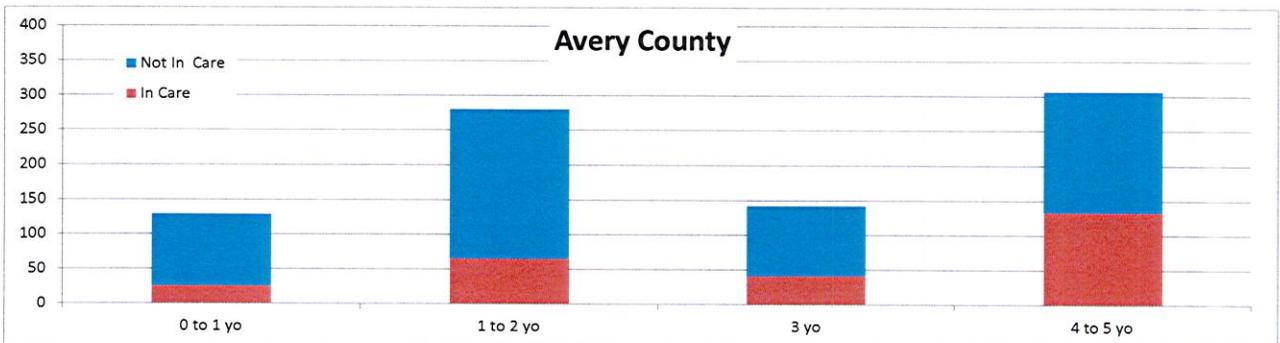
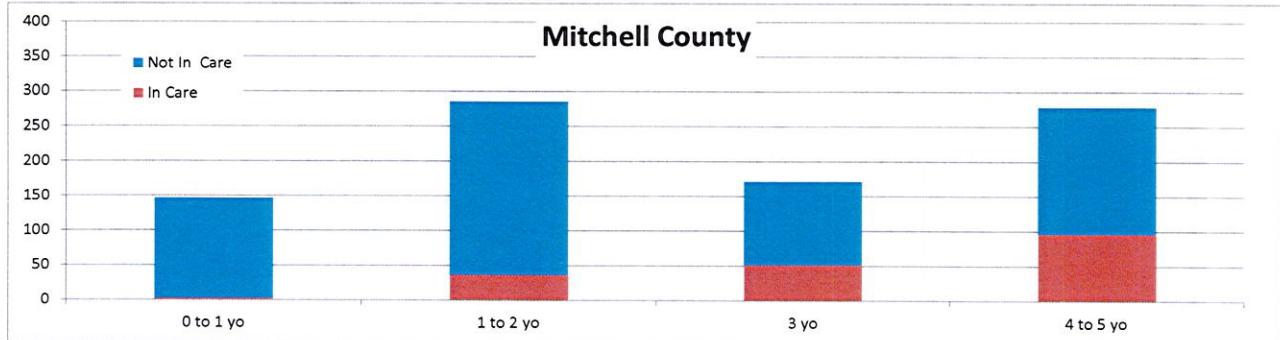
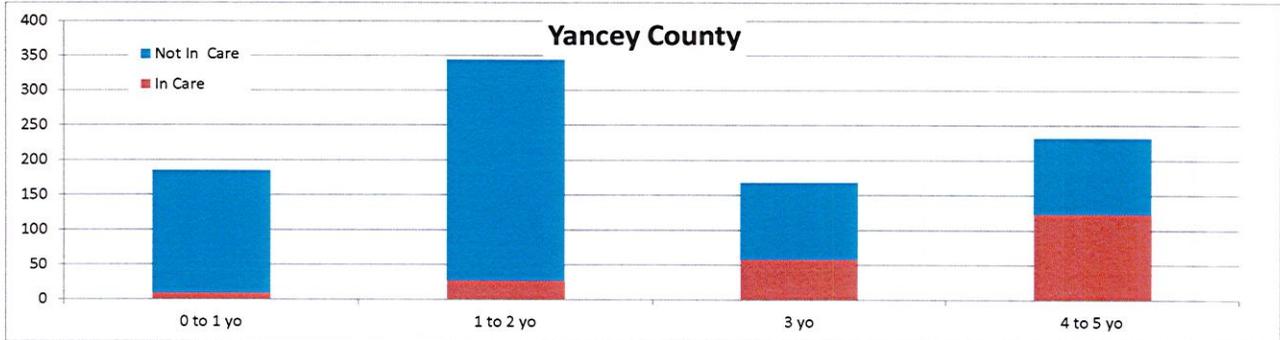
BY: *Johnny Riddle*  
Jeff Whitson, Chair-Board of Commissioners  
*Commissioner Johnny Riddle,*

Attest: July 8, 2019  
(Date)

BY: *Sonya Morgan*  
Sonya Morgan, Clerk to the Board of Commissioners

May 2019 - Child Care Enrollment Data

Population	Yancey County				Mitchell County				Avery County			
	Total	Not In Care	In Care	%	Total	Not In Care	In Care	%	Total	Not In Care	In Care	%
0 to 1 yo	185	176	9	5%	147	145	2	1%	129	104	25	19%
1 to 2 yo	344	317	27	8%	286	250	36	13%	280	215	65	23%
3 yo	168	110	58	35%	172	121	51	30%	142	101	41	29%
4 to 5 yo	232	109	123	53%	278	182	96	35%	307	174	133	43%
<b>Total</b>	<b>929</b>	<b>712</b>	<b>217</b>	<b>23%</b>	<b>883</b>	<b>698</b>	<b>185</b>	<b>21%</b>	<b>858</b>	<b>594</b>	<b>264</b>	<b>31%</b>



# Sales Forecast Year I

Prepared By: Melinda Miller  
 Company Name: MeMe Play & Learn

Complete This Chart First:				
Product Lines	Units	Sales Price Per Unit	COGS Per Unit	Margin Per Unit
Infant Care	Per child per day	\$ 38.00	\$ -	\$ 38.00
One Year Old Care	Per child per day	\$ 36.00	\$ -	\$ 36.00
Two Year Old Care	Per child per day	\$ 33.00	\$ -	\$ 33.00
Three Year Old Care	Per child per day	\$ 30.00	\$ -	\$ 30.00
Four Year Old Care	Per child per day	\$ 25.00	\$ -	\$ 25.00
After School Care	Per child per day	\$ 10.00	\$ -	\$ 10.00

Product Lines	July	August	September	October	November	December	January	February	March	April	May	June	Annual Totals	Category Breakdown	Category / Total
<b>Infant Care</b>															
Per child per day Sold	54	54	54	54	54	54	54	54	54	54	54	54	648		6.5%
Total Sales	2,052	2,052	2,052	2,052	2,052	2,052	2,052	2,052	2,052	2,052	2,052	2,052	\$ 24,624	100.0%	9.3%
Total COGS	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	0.0%	0.0%
Total Margin	2,052	2,052	2,052	2,052	2,052	2,052	2,052	2,052	2,052	2,052	2,052	2,052	\$ 24,624	100.0%	9.3%
<b>One Year Old Care</b>															
Per child per day Sold	100	100	100	100	100	100	100	100	100	100	100	100	1,200		12.0%
Total Sales	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	\$ 43,200	100.0%	16.4%
Total COGS	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	0.0%	0.0%
Margin	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	\$ 43,200	100.0%	16.4%
<b>Two Year Old Care</b>															
Per child per day Sold	140	140	140	140	140	140	140	140	140	140	140	140	1,680		16.8%
Total Sales	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	\$ 55,440	100.0%	21.0%
Total COGS	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	0.0%	0.0%
Margin	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	\$ 55,440	100.0%	21.0%
<b>Three Year Old Care</b>															
Per child per day Sold	180	180	180	180	180	180	180	180	180	180	180	180	2,160		21.6%
Total Sales	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	\$ 64,800	100.0%	24.6%
Total COGS	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	0.0%	0.0%
Margin	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	\$ 64,800	100.0%	24.6%
<b>Four Year Old Care</b>															
Per child per day Sold	180	180	180	180	180	180	180	180	180	180	180	180	2,160		21.6%
Total Sales	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	\$ 54,000	100.0%	20.5%
Total COGS	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	0.0%	0.0%
Margin	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	\$ 54,000	100.0%	20.5%
<b>After School Care</b>															
Per child per day Sold	180	180	180	180	180	180	180	180	180	180	180	180	2,160		21.6%
Total Sales	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	\$ 21,600	100.0%	8.2%
Total COGS	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	0.0%	0.0%
Margin	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	\$ 21,600	100.0%	8.2%
<b>Total Units Sold</b>	<b>834</b>	<b>10,008</b>													
<b>Total Sales</b>	<b>\$ 21,972</b>	<b>\$ 263,664</b>													
<b>Total Cost of Goods Sold</b>	<b>\$ -</b>														
<b>Total Margin</b>	<b>\$ 21,972</b>	<b>\$ 263,664</b>													

# Payroll Year I

Prepared By: Melinda Miller  
 Company Name: MeMe Play & Learn

Employee Types	Number of Owners /Employees	Average Hourly Pay (to 2 decimal places, ex. \$15.23)	Estimated Hrs./Week (per person)	Estimated Pay/Month (Total)	July	August	September	October	November	December	January	February	March	April	May	June	Annual Totals
Owner(s)	1	12.00	40	\$ 2,080	2,080	2,080	2,080	2,080	2,080	2,080	2,080	2,080	2,080	2,080	2,080	2,080	\$ 24,960
Full-Time Employees <i>Teachers</i>	5	10.00	40	\$ 8,667	8,667	8,667	8,667	8,667	8,667	8,667	8,667	8,667	8,667	8,667	8,667	8,667	\$ 104,000
Part-Time Employees <i>Ass. Starts</i>	2	9.00	25	\$ 1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	\$ 23,400
cook	1	9.00	25	\$ 975	975	975	975	975	975	975	975	975	975	975	975	975	\$ 11,700
<b>Total Salaries and Wages</b>	<b>9</b>	<b>\$ 40.00</b>	<b>130</b>	<b>\$ 13,672</b>	<b>\$ 13,672</b>	<b>\$ 13,672</b>	<b>\$ 13,672</b>	<b>\$ 13,672</b>	<b>\$ 13,672</b>	<b>\$ 13,672</b>	<b>\$ 13,672</b>	<b>\$ 13,672</b>	<b>\$ 13,672</b>	<b>\$ 13,672</b>	<b>\$ 13,672</b>	<b>\$ 13,672</b>	<b>\$ 164,060</b>
Payroll Taxes and Benefits	Wage Base Limit	Percentage of Salary/Wage		Estimated Taxes & Benefits/Month (Total)	July	August	September	October	November	December	January	February	March	April	May	June	Annual Totals
Social Security	\$ 117,000	6.20%		\$ 787	787	787	787	787	787	787	787	787	787	787	787	787	\$ 9,446
Medicare	--	1.45%		\$ 184	184	184	184	184	184	184	184	184	184	184	184	184	\$ 2,209
Federal Unemployment Tax (FUTA)	\$ 7,000	0.60%		\$ 32	32	32	32	32	32	32	32	32	32	32	32	32	\$ 378
State Unemployment Tax (SUTA)	\$ 7,000	3.45%		\$ 181	181	181	181	181	181	181	181	181	181	181	181	181	\$ 2,174
State Income Tax	--	4.00%		\$ 508	508	508	508	508	508	508	508	508	508	508	508	508	\$ 6,094
Worker's Compensation	--	4.00%		\$ 508	508	508	508	508	508	508	508	508	508	508	508	508	\$ 6,094
Employee Health Insurance	--	0.00%		\$ -	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Other Employee Benefit Programs	--	0.00%		\$ -	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
<b>Total Payroll Taxes and Benefits</b>		<b>19.70%</b>		<b>\$ 2,200</b>	<b>\$ 2,200</b>	<b>\$ 2,200</b>	<b>\$ 2,200</b>	<b>\$ 2,200</b>	<b>\$ 2,200</b>	<b>\$ 2,200</b>	<b>\$ 2,200</b>	<b>\$ 2,200</b>	<b>\$ 2,200</b>	<b>\$ 2,200</b>	<b>\$ 2,200</b>	<b>\$ 2,200</b>	<b>\$ 26,396</b>
<b>Total Salaries and Related Expenses</b>				<b>\$ 15,871</b>	<b>\$ 15,871</b>	<b>\$ 15,871</b>	<b>\$ 15,871</b>	<b>\$ 15,871</b>	<b>\$ 15,871</b>	<b>\$ 15,871</b>	<b>\$ 15,871</b>	<b>\$ 15,871</b>	<b>\$ 15,871</b>	<b>\$ 15,871</b>	<b>\$ 15,871</b>	<b>\$ 15,871</b>	<b>\$ 190,456</b>

## Cash Flow Forecast Year I

Prepared By:  
Melinda Miller

Company Name:  
MeMe Play & Learn

	July	August	September	October	November	December	January	February	March	April	May	June	Totals
<b>Beginning Balance</b>	\$ 10,000	\$ 12,379	\$ 14,957	\$ 15,801	\$ 18,380	\$ 20,759	\$ 21,761	\$ 24,140	\$ 26,718	\$ 27,560	\$ 30,138	\$ 32,517	
<b>Cash Inflows</b>													
Cash Sales	21,972	21,972	21,972	21,972	21,972	21,972	21,972	21,972	21,972	21,972	21,972	21,972	\$ 263,664
Accounts Receivable	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
<b>Total Cash Inflows</b>	\$ 21,972	\$ 21,972	\$ 21,972	\$ 21,972	\$ 21,972	\$ 21,972	\$ 21,972	\$ 21,972	\$ 21,972	\$ 21,972	\$ 21,972	\$ 21,972	\$ 263,664
<b>Cash Outflows</b>													
Investing Activities													
New Fixed Asset Purchases	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Additional Inventory													\$ -
Cost of Goods Sold	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Operating Activities													\$ -
Operating Expenses	3,330	3,130	3,330	3,130	3,330	3,130	3,330	3,130	3,330	3,130	3,330	3,130	\$ 38,760
Payroll	15,871	15,871	15,871	15,871	15,871	15,871	15,871	15,871	15,871	15,871	15,871	15,871	\$ 190,456
Taxes	-	-	1,534	-	-	1,576	-	-	1,537	-	-	1,579	\$ 6,226
Financing Activities													
Loan Payments	392	392	392	392	392	392	392	392	392	392	392	392	\$ 4,706
Owners Distribution													\$ -
Line of Credit Interest		-	-	-	-	-	-	-	-	-	-	-	\$ -
Line of Credit Repayments													\$ -
Dividends Paid													\$ -
<b>Total Cash Outflows</b>	\$ 19,593	\$ 19,393	\$ 21,128	\$ 19,393	\$ 19,593	\$ 20,969	\$ 19,593	\$ 19,393	\$ 21,131	\$ 19,393	\$ 19,593	\$ 20,972	\$ 240,147
<b>Net Cash Flows</b>	\$ 2,379	\$ 2,579	\$ 844	\$ 2,579	\$ 2,379	\$ 1,003	\$ 2,379	\$ 2,579	\$ 841	\$ 2,579	\$ 2,379	\$ 1,000	\$ 23,517
<b>Operating Cash Balance</b>	\$ 12,379	\$ 14,957	\$ 15,801	\$ 18,380	\$ 20,759	\$ 21,761	\$ 24,140	\$ 26,718	\$ 27,560	\$ 30,138	\$ 32,517	\$ 33,517	
<b>Line of Credit Drawdown</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Ending Cash Balance</b>	\$ 12,379	\$ 14,957	\$ 15,801	\$ 18,380	\$ 20,759	\$ 21,761	\$ 24,140	\$ 26,718	\$ 27,560	\$ 30,138	\$ 32,517	\$ 33,517	
<b>Line of Credit Balance</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

## **Lease Proposal**

**Name of Landlord:** Yancey County

**Address:**

**Name of Tenant:** Mendy Miller (Meme's Play and Learn Center)

**Address:** 2531 Horton Hill Rd, Green Mtn., NC, 28740

**Premises of location:** 57 Pleasant Valley Rd., Burnsville, NC, 28714

**Rent:** \$1,800 a month

**Lease Proposal prepared on:** July 8, 2019

**Proposal prepared by:** Mendy Miller

**Purpose:** The purpose of this proposal is to mention the terms and conditions of leasing the property mentioned above.

**Details of Lease Proposal:** The property will be used for a childcare center. It will house children ages 6 weeks to 12 years. Approximately 51 children.

Tenant's responsibility:

1. All upkeep of the building (inside and out).
2. Paying for all utilities (electric, heating, internet, etc.).
3. All maintenance expenses on the building
4. Maintain rental and liability insurance.

Landlord's responsibility: Foundation of the building

With the approval of the landlord, the tenant will be allowed to paint, decorate and make necessary changes to the building to pass childcare regulations.

**RESOLUTION BY YANCEY COUNTY BOARD OF COMMISSIONERS**

**WHEREAS,** the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects, and

**WHEREAS,** the North Carolina Department of Environmental Quality has offered a State Revolving Loan in the amount of \$565,835 (50% of the loan-up to a maximum of \$282,918 will be forgiven and the remainder will be repayable at 0% interest) for the construction of a wastewater collection system project described as the installation of approximately 4,700 LF of 12-inch PVC and DIP gravity sewer lines, 25 manholes, and all related appurtenances to connect multiple previously constructed sewer segments in East Yancey County, and

**WHEREAS,** the Yancey County Board of Commissioners intends to construct said project in accordance with the approved plans and specifications,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF YANCEY COUNTY:**

That Yancey County does hereby accept the State Revolving Loan offer of \$565,835 as described above.

That the Board of Commissioners does hereby give assurance to the North Carolina Department of Environmental Quality that all items specified in the loan offer, Section II - Assurances will be adhered to.

That Lynn Austin, District/County Manager, and Jeff Whitson, Chairman, the Authorized Officials, and successors so titled, are hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That Yancey County Board of Commissioners has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 8<sup>th</sup> day of July, 2019 at Burnsville, North Carolina.

  
\_\_\_\_\_  
Jeff Whitson, Chairman East Yancey Water & Sewer District

7-13-19  
\_\_\_\_\_  
Date



INTERNATIONAL  
ECONOMIC DEVELOPMENT  
COUNCIL

MEMORANDUM OF UNDERSTANDING

Between  
The International Economic Development Council  
and  
Yancey County, North Carolina  
for  
Participation in IEDC's Volunteer Program for Economic Recovery

This memorandum of understanding is entered into by and between the International Economic Development Council (hereinafter referred to as "IEDC"), with offices located at 734 15th Street, NW, Suite 900, Washington, D.C., 20005, and the Yancey County, North Carolina located at 110 Town Square, Burnsville, NC 28714 for the purpose of hosting a volunteer to assist with economic recovery and resiliency.

- 1) IEDC agrees to plan, organize, and facilitate the deployment of a qualified volunteer by performing the following services:
  - Match the community's needs to potential volunteer(s)
  - Set up briefing call(s) between the volunteer and community
  - Arrange and reimburse the volunteer for food, lodging and travel costs
- 2) The Yancey County, North Carolina agrees to provide the following support to the project:
  - Participate in briefing and coordination call(s) with the volunteer and IEDC
  - Provide space for the volunteer to work
  - Provide a scope of work, direction and any necessary supervision of the volunteer's work while on site
  - Complete an evaluation form following the volunteer's site visit

The volunteer will be on site for one week during the Summer 2019 to advise on strategies to strengthen the agriculture industry.

The individual points of contact for exchange of information described herein are listed below:

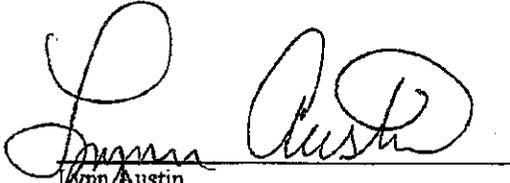
IEDC: Dana Crater, Senior Economic Development Associate, [dcrater@iedconline.org](mailto:dcrater@iedconline.org), 910.833.7020

Yancey County, NC: Lynn Austin, County Manager, [lynn.austin@yanceycountync.gov](mailto:lynn.austin@yanceycountync.gov), 828-682-3971

This memorandum of understanding shall commence on the date entered into and shall expire when the project is completed. Neither party may assign the agreement to other entities either in part or in whole unless written consent is given by both parties and the agreement is formally amended.

Both parties shall cooperate with the other and all other parties in carrying out the work encompassed in this agreement. Both parties shall execute and deliver to the other party necessary and relevant documents needed to ensure adequate briefing of the volunteer.

The Yancey County, North Carolina understands that the volunteer and IEDC are providing this assistance at no cost to the community and this is an expression of goodwill assistance offered. The Yancey County, North Carolina will not hold IEDC liable for the outcome of any activity performed on site, should there be any dispute of any kind.



Lynn Austin  
County Manager  
Yancey County  
110 Town Square  
Burnsville, NC 28714

7-8-19

Date



Jeff Finkle, CEO  
President and CEO  
International Economic Development Council  
734 15<sup>th</sup> Street, NW, Suite 900  
Washington, DC 20005

Date