

**Minutes of the October 14, 2019
Regular Meeting of the Yancey County Board Of Commissioners
Held at 6:00 pm in the Yancey County Courthouse
Yancey County Courthouse, Burnsville North Carolina**

Present at the meeting held October 14, 2019 were Chairman Jeff Whitson, Commissioner Mark Ledford, Commissioner Jill Austin, Commissioner David Grindstaff, Commissioner Johnny Riddle, County Manager Lynn Austin, County Finance Director Lynne Hensley, Planning and Economic Development Director Jamie McMahan, County Attorney Donny Laws, Tax Administrator/ Assessor Danny McIntosh, members of the media and members of the general public.

Call to Order

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

Invocation and Pledge of Allegiance to the Flag

Commissioner Riddle delivered the invocation. Commissioner Ledford led the Pledge of Allegiance to the Flag.

Approval of the Agenda

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

Consent Agenda

Chairman Whitson read through the items on the consent agenda, which included:

- Approval of the September 9, 2019 Regular Meeting Minutes
- Building Inspections Agreement-Informational (Attachment B)
- Notification of Property Acquisition- Informational (Attachment C)
- September 2019 Tax Collection Reports- Informational (Attachment D)

Chairman Whitson 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 Ledford. By unanimous vote the consent agenda was approved.

Tax Refund Request

Danny McIntosh, Tax Administrator/Assessor addressed the Board to present a tax refund request. (Attachment E) The owner had obtained this parcel of land with a structure on it on January 9, 2019 by a Quitclaim deed. The structure was listed originally in 1994 as a ranch style dwelling when it is actually a doublewide dwelling. The present owner noticed the structure was not listed correctly and made the Tax Office aware of the difference on August 6, 2019. A correction was made in the Tax Office database and the bill will reflect in the 2020 tax records. Mr. McIntosh advised the board that he did not recommend a tax refund due to clerical error. He stated that this dwelling went through two revaluations: one in 2008 and another in 2016. It is a matter of the Assessors opinion as to what the structure style is and is not a clerical error. Commissioner Ledford made a motion to deny the request for refund, seconded by Commissioner Austin. By unanimous vote the motion carried.

Proclamation

Chairman Whitson read the Red Ribbon Week Proclamation submitted to the Commissioners by the Girl Scout Troop #1833. Commissioner Ledford made a motion to support the proclamation, and Commissioner Grindstaff seconded the motion. By unanimous vote the Commissioners supported the proclamation. (Attachment F)

Town of Burnsville

Mayor Theresa Coletta addressed the board about the town's Fire Department project. The Town of Burnsville is having funding issues with the new Burnsville Fire Department being built. She told the Board of Commissioners that the Fire Department was in need of extra funding. She has contacted the Local Government Commission and they instructed her to raise the fire tax to increase the dollar amount to make the money work. The Town had asked the Local Government Commission to draw down the extra needed funds out of their fund balance and was turned down by the LGC. Mayor Coletta asked the Commissioners to raise the fire tax for the Burnsville Fire Department from 7.5% to 8%. Niles Howell then addressed the board about the tax increase and how it would make the project possible. This would be about \$21,000 additional dollars added to the Town's budget each year the tax payers increase would be \$5 on a \$100,000. Mr. Howell stated the Burnsville Fire Dept. being located centrally played a huge mutual aid role to other fire districts in the County. Also, he told the Commissioners that part of the Burnsville Fire District fell outside of the Town limits and needed the County's support as well as the Town's for the tax increase to be passed. Commissioner Riddle made a motion to adopt the ½ cent increase and Commissioner Grindstaff seconded the motion. By unanimous vote the Commissioners supported the fire tax increase for Burnsville Fire District.

Appointments

Commissioner Riddle made a motion to re-appoint Ian Garriques to the Yancey County Joint Community Advisory Committee for Long Term Care. Commissioner Grindstaff seconded the motion. (Attachment G)

Commissioner Riddle made a motion to re-appoint David Blankenship to the Northwestern Regional Housing Authority. A second was not heard from the Board. Then, Commissioner Ledford made a motion to appoint Commissioner Grindstaff to the Northwestern Regional Housing Authority board and Commissioner Austin seconded the motion. By a vote of 4-1, the motion carried, with Commissioner Riddle voting against. (Attachment H)

Animal Ordinance

Rhonda Boone and Kristi Bailey addressed the Board proposing an animal ordinance for Yancey County on behalf of the Yancey Animal Advocacy Group. (Attachment I) Rhonda Boone said Yancey County was 1 out of 10 counties in the state of North Carolina that did not have an animal ordinance currently adopted. She wanted to bring the proposed ordinance to the Commissioners' attention to go over and answer any questions they may have. Ms. Boone said they have attended hands on training at Stewart Animal Hospital in regards to dogs' and horses' well being, worked with local officials and even the AKC to get feedback on the proposed animal ordinance. Petitions have been signed in support of the ordinance currently 467 online signatures and 235 in writing totaling 702.

Clearmont School Reuse

Tim Autrey and Lisa Sheppard addressed the Board about the reuse of the vacant Clearmont School Building. Ms. Sheppard spoke to the Board about the activities and uses planned for the building if they were able to use it for a Community Center. She said the group is working on getting their non-profit status have had multiple meetings. She said a petition has gone around and has gained 500 signatures in support of the Community Center. This center would act as a community food pantry, cooking class, afterschool center and possibly a shelter for hikers to stay that are hiking the Mountain to the Sea Trail. The possibilities are endless for this community. Mr. Autrey and Ms. Sheppard asked the Commissioners for a letter of support in their efforts in acquiring the building from the Yancey County School Board.

County Manager Report

County Manager Austin gave her report to the board. She told them that the Yancey County School Board has recently surplused the vacant school buildings, Bald Creek, Bee Log, and Clearmont. The school board sent a letter to the Board of Commissioners making them aware of the properties available and to see of the county's interest. (Attachment J) Chairman Jeff Whitson made a motion not to pursue the buildings and let the School Board handle the sale of the properties. Commissioner Riddle seconded the motion. By unanimous vote the motion passed. County Manager Austin asked the Board to support the renovation of the Technology Center which is located beside the Tag Office on the square. The technology center is currently a place for citizens to come and have use of internet and computers. With some combined efforts of Yancey County, Yancey EDC, and the Chamber of Commerce the center could be turned in to a shared work space among our citizens, business entrepreneurs, non-profit groups, etc. It would be of benefit to more citizens and tourist and would include the use of a restroom. Currently the Technology center doesn't have restroom physicality available to the public, with the support of the Commissioners we hope to make one available. County Manager Austin also presented the MOU Expenditure of Public Funds for Economic Development for review and signature. The MOU is presented for previously obligated funds for the Altec Industries economic development project. (Attachment K) The County received a USDA grant for the dry corn processing project. Due to TRACTOR changing their business model this grant was reverted back to the USDA and not accepted. No funds had exchanged hands at this time. Toe River Health District has been gathering information for Yancey. Mitchell has voiced they are looking to go with another health district, possibility App Health. If this takes place it will be in July of 2020, but we should know more about their decisions in December 2019. Diane Creek has given Yancey information on three options that we have to choose from in a situation like this. 1). Stay in with Avery as a Health District, 2). Pull out of the Heath District and have a County run Health Department, 3). Pull out of the Health District and consolidate management of the Health Department. (Attachment L) County Manager Austin stated the county would gather information on all three of these options to bring before the Commissioners so the best decision can be made when the time comes. The project updates: Lighting at Cane River Park is underway, the lights have been ordered and work has begun. FEMA is working on the BERM still; the County is having to jump thru hoops to make sure we comply with FEMA rules. We are farther in the process than we have ever been and feel as if we are moving forward now where before we were in a holding pattern. The renovation at Ray Cort Park is still in the first stages; survey work is complete but the permitting process is not. We are waiting on the last permit to go through and then we will be ready to start the stream restoration. East Yancey Water and Sewer is out for bid with bids due Wednesday the 16th of October. We have the RFP out for the EMS contract; bids are due November the 7th. The current contract is in effect till July 1, 2020. We were told by HCA that we need to go out for bid and that HCA is interested in placing a bid. Yancey has allowed a 30-day notice of receiving bids.

County Attorney Report

County Attorney Donny Laws had nothing to report to the Board this month.

County Commissioners Report

Commissioner Riddle asked if the Resolution supporting the sanctity of life in Yancey County that was passed in the September Commissioners Meeting could be null and void. County Attorney Donny Laws said the resolution did pass in the September meeting. Commissioner Riddle addressed the public and encouraged the public to attend the Commissioner Meetings and stay informed.

Public Comment

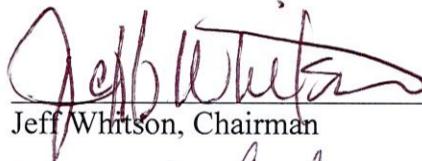
Anthony Robinson spoke that he opposed the proposed animal ordinance. Joe Gibbs spoke that he opposed the animal ordinance. Diana Blanchard spoke to the Board on the hacking

incident. Heather Dawes spoke to the Board about the resolution of life being a political move that Yancey County didn't have a birthing center or services available. Jane Willie spoke that she was opposed to the Resolution of life that was passed, Kathy Westbell spoke that she was opposed to the Resolution of Life. Heather Waltress spoke on the safe haven referendum. Michele Presnell spoke to the board opposing the animal ordinance and appreciated them passing the Resolution for Life. Lindon Worley spoke against the animal ordinance and in support of the right to life. Gerald Chandler supports the right to life resolution and is opposed the animal ordinance. Debra Lewis spoke about her being opposed to the Right to Life Resolution. Freddie Penland spoke in support of the right to life Resolution and opposing the proposed animal ordinance. Lucy Doll spoke about being opposed to the right to life resolution. Danny McIntosh spoke in support of the Burnsville Fire Dept Project. Marvin Taylor spoke on the Sheriff's Department. Vickie Tipton spoke in support of the Right to life resolution and opposed to the proposed animal ordinance. Karen Senedhlal spoke about the resolution for life passed in the September meeting.

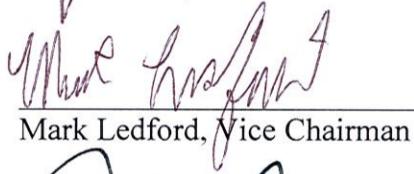
Adjournment

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

Approved and authenticated this the 12th day of November 2019.



Jeff Whitson, Chairman



Mark Ledford, Vice Chairman



Jill Austin, Commissioner



Lynn Austin, Assistant Clerk to the Board





David Grindstaff, Commissioner



Johnny Riddle, Commissioner



Attachment A

AGENDA
YANCEY COUNTY BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING
October 14, 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 September 9, 2019 Regular Meeting Minutes**
 - b. Building Inspection Agreement - Informational**
 - c. Notification of Property Acquisition - Informational**
 - d. September 2019 Tax Collection Reports - Informational**
- V. Tax Refund Request – Danny McIntosh**
- VI. Red Ribbon Week PROCLAMATION for Girl Scouts**
- VII. Town of Burnsville Fire Tax Increase – Leslie Crowder**
- VIII. Appointments**
 - a. Yancey County Joint Community Advisory Committee for Long Term Care**
 - b. Trustee of the Northwestern Regional Housing Authority**
- IX. Proposed Animal Ordinance – Lynn Broadway & Rhonda Boone**
- X. Clearmont School Reuse – Tim Autrey**
- XI. County Manager’s Report – Lynn Austin**
 - a. Yancey County Schools Surplus Properties**
 - b. Economic Development Tech Center Project**
 - c. USDA Dry Corn Processing Project for TRACTOR**
 - d. MOU – Expenditure of Public Funds for Economic Development**
 - e. Toe River Health District (TRHD)**
 - f. Project Updates**
- XII. County Attorney’s Report – Donny Laws**
- XIII. County Commissioners’ Report**
- XIV. Public Comments**
- XV. Adjourn**

STATE OF NORTH CAROLINA

PART TIME EMPLOYMENT
AGREEMENT

COUNTY OF YANCEY

THIS PART TIME EMPLOYMENT AGREEMENT, entered into this the 3rd day of October, 2019 by and between the Town of Burnsville a corporate body politic existing under the laws of the State of North Carolina (hereinafter Town), Jonathan D. England a certified level two (2) North Carolina Building Employee (hereinafter employee) and Yancey County a corporate body politic existing under the laws of the State of North Carolina (hereinafter County).

WHEREAS, the Town needs a part time building inspector to provide inspection services within the corporate limits until such time as full time building inspector can be trained and certified for a minimum of a level one (1) inspections;

WHEREAS, Dillon Lundy, Public Works Director for the Town of Burnsville, has begun the necessary steps to gain a level one (1) building inspection certificate. He is currently eligible for probationary status as a level one inspector, but needs to shadow a certified building inspector as he continues class work towards his certification;

WHEREAS, Employee Jonathan D. England is a certified North Carolina Building Inspector with experience and knowledge of the Town's building inspection needs and is agreeable to become a part-time employee of Town for the limited purposes of assisting the Town's inspection department;

WHEREAS, Jonathan D. England is a full time employee of Yancey County as a building inspector, and the County signs this agreement only as acknowledgement of its permission to allow Mr. England to provide part time inspection services for the Town during the term of this agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Contract, the parties hereby agree as follows:

1. TERM: This agreement shall be for six (6) months beginning on the date of this agreement and running continuously until midnight (12:00 a.m.) on April ____, 2020. During this time period Employee will be a part time employee of the Town. Said part time employment will be performed at hours and during times not to conflict with employee's duties and employment with Yancey County Inspection Department.

2. **COMPENSATION:** Employee shall be paid the hourly rate of \$21.00 for his services as hereinbelow defined. Employee shall provide the Town's payroll clerk a time sheet of hours worked on behalf of Town as a building employee/consultant which shall include the job site visited, the type of inspection performed and the amount of time spent on each inspection including time spent traveling to and from the inspection site. Employee shall pro-rate his hourly time in 15 minute increments for any time under or over one hour spent for the inspection. Town will deduct any and all applicable state and federal taxes from Employee's compensation as required by law.
3. **DUTIES OF EMPLOYEE:** Employee shall conduct inspections up and to the level of his certification, as needed, by applicants for permits from the Town for properties located within the Town's corporate limits. Employee will allow the Town's Public Works Director to shadow him during these inspections for a minimum of three (3) months. Thereafter, Employee will review, on site and at other times, the inspections and permits written by the probationary inspector, for the remaining term of this agreement.

Inspections shall include any and all inspections specified in current Section 107 of the North Carolina Administrative Code. Employee shall sign all necessary permits for passed inspections or inform either the applicant or the applicant's contractor of any failed inspections during the first three (3) months of this agreement. Thereafter, Employee shall review all permits to ensure proper completion of the permit by the probationary inspector.

Employee shall at all times follow the applicable regulations for building inspection under local and state laws and shall issue permits as allowed under those regulations.

In addition to building inspections Employee agrees to consult with the Town's Building Code Enforcement Officer and to conduct any inspections necessary under the Code Enforcement regulations of the Town or State of North Carolina and to consult as needed with the Town's Flood Plain Administrator to review flood plain maps, applications and supporting documentation required to receive a Flood Plain Permit from the Town.

Employee will use best efforts to conduct inspections within 24-48 hours of notice from Town staff that an inspection has been requested. Employee will notify Town staff if there will be a delay in the inspection beyond two (2) business days so that the Town may inform the requesting party of the delay. Employee shall provide copies of any and all written notes or communications with applicants or contractors for Town files at the request of Town to ensure the Town's records are accurate and complete.

4. **DUTIES OF TOWN:** Town shall process, maintain and retain all paper work and fees related to applications for building Inspections and permits. All such written applications, supporting documentation, permits and fees are the sole property of Town. Town agrees to notify Employee when an inspection application is received and/or an inspection is requested in a timely manner and to provide Employee with all necessary and relevant documentation so that he may conduct the inspection. Town agrees staff will communicate with the applicant or requesting party as to the timeline for the inspection as set by Employee.

Town recognizes Employee is employed by Yancey County as a full-time employee of the County's inspection department and that there may be times when County inspection schedule will take precedence over Town inspections. Town agrees to work with Employee to avoid or minimize overlapping inspection schedules.

Town agrees to provide transportation to and from building inspections as may be necessary for Employee to conduct the inspections for Town.

5. **INSURANCE:** When employee is working in his capacity for the Town the Town's liability insurance policy shall cover the employee. The Town's workman's compensation policy will cover the employee to the extent allowed by law for injuries occurring during work for the Town. If there is a deficiency in the Town's workman's compensation coverage the Town agrees to purchase a Personal Accident Indemnity Plan through Aflac to provide additional coverage to Employee for the period of this agreement.

Nothing in this section is intended to affect or abrogate the Town of Burnsville's governmental immunity.

6. **EARLY TERMINATION:** This agreement may be terminated by Town, upon written notice to the Employee, should Employee's services no longer be needed. Employee agrees to give a minimum of two (2) weeks notice in writing to Town should he decide to leave employment with Town sooner than the time period designated in this employment agreement.

7. This agreement represents the full understanding and agreement of the parties. Any future amendments must be reduced to writing and signed by the parties herein.

IN WITNESS WHEREOF, the parties have caused this employment agreement to be executed in their names by duly authorized officers and persons all as of the date first above written.

ATTEST:

By: Jeanne Martin
TOWN CLERK, JEANNE MARTIN

TOWN OF BURNSVILLE

By: Theresa Coletta

WITNESS:

Brandt Furlison

Jonathan D. England
JONATHAN D. ENGLAND

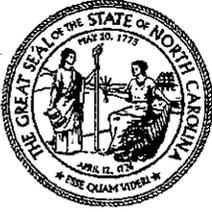
ATTEST

By: Guanita Houser

COUNTY OF YANCEY
By: Lynn Austin
LYNN AUSTIN, COUNTY MANAGER

This instrument has been preaudited
in the manner required by The Local
Government Budget and Fiscal Control Act.

Leslie Crowder
Leslie Crowder
Finance Officer
Town of Burnsville, North Carolina



Roy Cooper, Governor

North Carolina
Department of Administration
State Property Office

Attachment C

Machelle Sanders
Secretary

Tim Walton
Director

August 15, 2019

Board of Commissioners
Yancey County
110 Town Square
Burnsville, NC 28714

RE: Notification of Property Acquisition

Dear Sir or Madame:

Pursuant to N.C.G.S. §146-22 as amended by Senate Bill 1167, if a proposed acquisition by the State of North Carolina is a purchase or gift of land with an appraised value of at least \$25,000 in your county and/or municipality, the State Property Office is required to notify you at least 30 days prior to the acquisition so that you will be able to provide written comments on the acquisition. Attached please find a description of the proposed acquisition. Please provide written comments, if any, on the acquisition to the Department of Administration, State Property Office, at the address below within 10 days of the date of this letter.

Should you have any questions, please contact me at 919-807-4650.

Thank you.

Sincerely,

A handwritten signature in black ink that appears to read "Tim Walton".

Tim Walton
Director

Attachment

ACQUISITION BY DEED

ITEM 7

GRANTOR: The Conservation Fund

GRANTEE: State of NC, Department of Natural and Cultural Resources,
Division of Parks and Recreation

LOCATION: Bolens Creek Road, Pensacola Township, Yancey County

AREA: 2.0 acres

UNIT COST: \$10,000/acre

CONSIDERATION: \$20,000

COMMENTS: State Park Addition. Property proposed for acquisition is for inclusion in Mount Mitchell State Park. Acquisition of this property will eliminate an inholding within the Laurel Branch section of the park. Funding for this acquisition is provided by the Parks and Recreation Trust Fund.

YANCEY COUNTY TAX ADMINISTRATION

End of Month Breakout

View Posted Payments in Date Range 09/01/2019 to 09/30/2019 for Both

Description	Amount
Vehicle Payments	
County Vehicle Tax Payments 2019	
County Vehicle Tax Payments 2018	\$304.61
County Vehicle Tax Payments 2017	
County Vehicle Tax Payments 2016	
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 Interest	\$2.21
County Vehicle Total Payments	\$306.82
Burnsville VFD Vehicle Tax	\$2.50
South Toe VFD Vehicle Tax	\$19.83
Newdale VFD Vehicle Tax	\$1.20
West Yancey VFD Vehicle Tax	\$5.36
Egypt/Ramseytown VFD Vehicle Tax	\$0.91
Clearmont VFD Vehicle Tax	
Double Island VFD Vehicle Tax	
Pensacola VFD Vehicle Tax	
VFD Vehicle Interest	\$0.14
VFD Vehicle Total Payments	\$29.94
Town of Burnsville Vehicle Tax	
Town of Burnsville Vehicle Interest	
Town of Burnsville Vehicle Total Payment	
State Vehicle Interest	\$1.43
Vehicle Total Payments	\$338.19

10/01/2019

PENSACOLA FIRE DISTRICT Vehicle Tax				\$357.57
	\$137.97	\$141.90	\$77.70	
PRICES CREEK FIRE DISTRICT Vehicle Tax				\$318.60
	\$78.90	\$65.53	\$174.17	
County Vehicle Interest				\$3,201.55
	\$343.56	\$1,535.92	\$1,322.07	
TOWN OF BURNSVILLE Vehicle Interest				\$51.19
	\$4.54	\$37.02	\$9.63	
BURNSVILLE FIRE DISTRICT Vehicle Interes				\$78.57
	\$6.07	\$59.27	\$13.23	
CANE RIVER FIRE DISTRICT Vehicle Interes				\$16.31
	\$2.69	\$12.26	\$1.36	
EGYPT FIRE DISTIRCT Vehicle Interest				\$4.78
	\$0.84	\$3.93	\$0.01	
RAMSEYTOWN FIRE DISTRICT Vehicle Interes				\$0.73
	\$0.03	\$0.02	\$0.68	
GREEN MOUNTAIN FIRE DISTRICT Vehicle Int				\$10.15
	\$1.83	\$8.02	\$0.30	
JACKS CREEK FIRE DISTRICT Vehicle Intere				\$16.50
	\$1.29	\$6.72	\$8.49	
BRUSH CREEK FIRE DISTRICT Vehicle Intere				\$4.85
	\$0.62	\$4.23		
CRABTREE FIRE DISTRICT Vehicle Interest				\$32.49
	\$5.15	\$17.96	\$9.38	
SOUTH TOE FIRE DISTRICT Vehicle Interest				\$26.37
	\$4.89	\$12.63	\$8.85	
PENSACOLA FIRE DISTRICT Vehicle Interest				\$37.03
	\$2.42	\$15.48	\$19.13	
PRICES CREEK FIRE DISTRICT Vehicle Inter				\$61.06
	\$5.63	\$9.71	\$45.72	
DMV Vehicle Interest				\$452.66
	\$84.94	\$198.51	\$169.21	

Totals

\$17,996.04

\$19,598.35

\$7,245.68

\$44,840.07

10/01/2019

Yancey County Tax Office

County/District Collection Percentage Report
As of: 09-30-2019

Run Date: 10-01-2019

2019
County

Net Levy \$
12,734,849.73

Collections \$
8,249,213.52

Collections %
64.78

Districts

Name	Net Levy \$	Collections \$	Collections %
001 - BURNSVILLE FIRE DISTRICT	199,026.00	122,994.16	61.80
002 - CANE RIVER FIRE DISTRICT	78,229.53	51,734.22	66.14
003 - EGYPT FIRE DISTRICT	77,419.19	52,459.92	67.77
004 - RAMSEYTOWN FIRE DISTRICT	24,300.17	14,619.83	60.17
005 - GREEN MOUNTAIN FIRE DISTRICT	29,509.52	17,639.45	59.78
006 - JACKS CREEK FIRE DISTRICT	64,581.09	45,476.78	70.42
007 - BRUSH CREEK FIRE DISTRICT	39,861.37	26,334.95	66.07
008 - CRABTREE FIRE DISTRICT	172,749.44	107,214.06	62.07
009 - SOUTH TOE FIRE DISTRICT	192,926.76	128,095.85	66.40
010 - PENSACOLA FIRE DISTRICT	95,796.86	59,621.24	62.24
011 - PRICES CREEK FIRE DISTRICT	153,677.51	109,224.58	71.08

District Totals

Net Levy \$
1,128,077.44

Collections \$
735,415.04

Collections %
65.19

Posting Report

09-01-2019 to 09-30-2019

10-01-2019

10:35 AM

I. Tax Collections + Releases

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
2014	\$31.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.41
2015	\$92.24	\$0.00	\$11.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$103.48
2016	\$503.91	\$0.00	\$0.00	\$7.50	\$0.00	\$0.00	\$31.42	\$18.07	\$0.00	\$560.90
2017	\$1,296.89	\$0.00	\$0.45	\$7.50	\$0.00	\$0.00	\$31.16	\$42.61	\$0.00	\$1,378.61
2018	\$20,042.66	\$0.78	\$1,118.15	\$7.50	\$0.00	\$0.00	\$225.41	\$135.14	\$0.00	\$21,529.64
2019	\$1,263,018.39	\$23,060.88	\$21,453.36	\$9,503.64	\$12,971.65	\$3,334.05	\$19,906.59	\$17,050.03	\$7,886.52	\$1,378,185.11
TOTAL	\$1,284,985.50	\$23,061.66	\$22,583.20	\$9,526.14	\$12,971.65	\$3,334.05	\$20,194.58	\$17,245.85	\$7,886.52	\$1,401,789.15

II. Releases

	Current Year	Prior Year	TOTAL
General Fund	\$39,682.22	\$0.31	\$39,682.53
Burnsville	\$3,308.71	\$0.00	\$3,308.71
West Yancey	\$244.21	\$0.00	\$244.21
Egypt/Ramseytown	\$94.65	\$0.00	\$94.65
Clearmont	\$171.54	\$0.00	\$171.54
Double Island	\$37.61	\$0.00	\$37.61
Newdale	\$276.40	\$0.00	\$276.40
South Toe	\$200.94	\$0.00	\$200.94
Pensacola	\$102.27	\$0.00	\$102.27
TOTAL	\$44,118.55	\$0.31	\$44,118.86

III. Net Tax Collections

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
TOTAL	\$1,245,302.97	\$19,752.95	\$22,338.99	\$9,431.49	\$12,800.11	\$3,296.44	\$19,918.18	\$17,044.91	\$7,784.25	\$1,357,670.29

Transaction Type Report

09-01-2019 to 09-30-2019

Year	General	Fire	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Total
2014	\$31.41	\$0.00	\$0.00	\$0.00	\$0.00	\$31.41	\$6.72	\$0.00	\$0.00	\$38.13
2015	\$92.24	\$11.24	\$0.00	\$0.00	\$0.00	\$103.48	\$54.39	\$4.00	\$0.00	\$161.87
2016	\$503.91	\$56.99	\$2.29	\$0.00	\$0.00	\$563.19	\$208.51	\$12.00	\$0.00	\$783.70
2017	\$1,296.89	\$81.72	\$2.01	\$0.00	\$0.00	\$1,380.62	\$194.99	\$12.00	\$0.00	\$1,587.61
2018	\$20,042.35	\$1,486.98	\$0.70	\$0.00	\$0.00	\$21,530.03	\$433.88	\$43.91	\$0.00	\$22,007.82
2019	\$1,223,336.17	\$110,730.39	\$328.90	\$0.00	\$0.00	\$1,334,395.46	\$704.13	\$0.00	\$0.00	\$1,335,099.59
TOTAL	\$1,245,302.97	\$112,367.32	\$333.90	\$0.00	\$0.00	\$1,358,004.19	\$1,602.62	\$71.91	\$0.00	\$1,359,678.72

Adjustment / Release Report

09-01-2019 to 09-30-2019

Year	General	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Fire	Amount Due	County Net
2016	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.76	\$0.00	\$0.00	\$0.00	\$0.76	\$0.76
2017	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.75	\$0.00	\$0.00	\$0.00	\$0.75	\$0.75
2018	\$0.31	\$6,325.98	\$0.00	\$0.00	\$6,326.29	\$489.22	\$0.00	\$0.00	\$0.00	\$6,815.51	\$6,815.51
2019	\$39,682.22	\$4.71	\$0.00	\$0.00	\$39,686.93	\$-0.02	\$0.00	\$0.00	\$4,436.33	\$44,123.24	\$39,686.91
TOTAL	\$39,682.53	\$6,330.69	\$0.00	\$0.00	\$46,013.22	\$490.71	\$0.00	\$0.00	\$4,436.33	\$50,940.26	\$46,503.93

Collections Receipts Report

09-01-2019 to 09-30-2019

Total general tax	\$1,245,302.97
Total fire tax	\$112,367.32
Total penalty	\$333.90
Total Waste Fees	\$0.00
Total Additional Fees	\$0.00
<hr/>	
Total principal	\$1,358,004.19
Total interest	\$1,602.62
Total cost of advertising	\$71.91
Total legal	\$0.00
Total check overpayments	\$1,648.86
Total Prepaid Payments	\$203.54
Total Prepaid Applied	\$0.00
<hr/>	
Total misc	\$3,526.93
Grand total receipts	\$1,361,531.12

District Payment Report

09-01-2019 to 09-30-2019

Year	District Code	District Name	Amount
2015	002	CANE RIVER FIRE DISTRICT	\$11.24
2016	003	EGYPT FIRE DISTRICT	\$7.50
2016	008	CRABTREE FIRE DISTRICT	\$31.42
2016	009	SOUTH TOE FIRE DISTRICT	\$18.07
2017	003	EGYPT FIRE DISTRICT	\$7.50
2017	008	CRABTREE FIRE DISTRICT	\$31.16
2017	009	SOUTH TOE FIRE DISTRICT	\$42.61
2017	011	PRICES CREEK FIRE DISTRICT	\$0.45
2018	001	BURNSVILLE FIRE DISTRICT	\$0.78
2018	002	CANE RIVER FIRE DISTRICT	\$31.76
2018	003	EGYPT FIRE DISTRICT	\$7.50
2018	008	CRABTREE FIRE DISTRICT	\$225.41
2018	009	SOUTH TOE FIRE DISTRICT	\$135.14
2018	011	PRICES CREEK FIRE DISTRICT	\$1,086.39
2019	001	BURNSVILLE FIRE DISTRICT	\$19,752.17
2019	002	CANE RIVER FIRE DISTRICT	\$6,804.43
2019	003	EGYPT FIRE DISTRICT	\$7,037.94
2019	004	RAMSEYTOWN FIRE DISTRICT	\$2,371.05
2019	005	GREEN MOUNTAIN FIRE DISTRICT	\$3,341.08
2019	006	JACKS CREEK FIRE DISTRICT	\$9,459.03
2019	007	BRUSH CREEK FIRE DISTRICT	\$3,296.44
2019	008	CRABTREE FIRE DISTRICT	\$19,630.19
2019	009	SOUTH TOE FIRE DISTRICT	\$16,849.09
2019	010	PENSACOLA FIRE DISTRICT	\$7,784.25
2019	011	PRICES CREEK FIRE DISTRICT	\$14,404.72
TOTAL			\$112,367.32

Detailed District Payment Report

09-01-2019 to 09-30-2019

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

Outstanding Balances Report

As of 09-30-2019

Year	Amount	County	District	Interest	Advertising	Penalties	Waste	Additional Fees
2008	\$14,290.93	\$6,485.47	\$579.73	\$7,026.61	\$52.00	\$147.12	\$0.00	\$0.00
2009	\$13,336.92	\$6,687.67	\$510.93	\$6,070.32	\$68.00	\$0.00	\$0.00	\$0.00
2010	\$14,516.74	\$7,481.80	\$676.82	\$6,266.12	\$92.00	\$0.00	\$0.00	\$0.00
2011	\$22,114.43	\$11,708.11	\$1,162.47	\$9,122.00	\$104.00	\$17.85	\$0.00	\$0.00
2012	\$25,547.19	\$13,653.97	\$1,541.33	\$9,944.64	\$128.00	\$279.25	\$0.00	\$0.00
2013	\$23,354.52	\$14,072.06	\$1,269.41	\$7,791.05	\$222.00	\$0.00	\$0.00	\$0.00
2014	\$32,005.82	\$19,272.60	\$1,627.04	\$8,999.83	\$176.00	\$443.60	\$0.00	\$0.00
2015	\$34,938.72	\$22,986.27	\$2,160.11	\$8,606.32	\$228.00	\$257.86	\$0.00	\$0.00
2016	\$72,269.37	\$49,241.79	\$3,619.72	\$13,870.15	\$376.00	\$357.34	\$4.00	\$0.00
2017	\$94,313.95	\$73,890.14	\$6,098.15	\$12,930.57	\$672.00	\$723.09	\$0.00	\$0.00
2018	\$197,177.28	\$162,798.57	\$14,090.33	\$13,482.35	\$1,524.09	\$5,281.94	\$0.00	\$0.00
2019	\$4,881,913.23	\$4,486,387.10	\$392,662.40	\$0.00	\$0.00	\$2,863.73	\$0.00	\$0.00
Total	\$5,425,779.10	\$4,874,665.55	\$425,998.44	\$104,109.96	\$3,642.09	\$10,371.78	\$4.00	\$0.00



YANCEY COUNTY TAX OFFICE

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

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

Email: danny.mcintosh@yanceycountync.gov

Regular Meeting of the Board of Commissioners October 14 2019

Refund request:

Cassida, Darleen C

PIN: 085200011471000 (365 CHESTNUT MOUNTAIN DR) Property owner received a Quit Claim Deed from Guy Cassida and same was recorded January 9 2019. Property owner advised tax office staff on August 6 2019 that the pool was gone and the dwelling was a double wide mobile home and not a ranch style as listed in the tax record. The style change was made as a revision of the assessor's opinion. The change was not a clerical error.

Assessor's opinion: Pursuant to North Carolina General Statute 105-381 refund is not indicated.

September 18, 2019

To whom it may concern:

I am requesting a refund for property taxes paid for the last five years, based on the fact that my dwelling has been listed as a ranch for years, when in fact, it is a double wide mobile home. The double wide was assessed at \$78,020.00 when listed as a ranch. Now that the error was corrected, its now assessed at \$17,100.00. You can find this property in deed book 794, deed page 660. Your prompt response would be greatly appreciated.

Sincerely, Darlene C Cassida

Darlene C. Cassida
365 Chestnut Mtn Drive
Green Mtn NC 28740

828-284-0122

RESIDENTIAL PROPERTY RECORD CARD

YANCEY COUNTY, NORTH CAROLINA

EFFECTIVE DATE OF VALUE: 1/1/2020

365 CHESTNUT MOUNTAIN DR PARCEL ID: 085200011471000 ACCOUNT NO: 000083476 CLASS: R STATE CLASS: 545 CARD #: 1 OF 1

CURRENT OWNER/ADDRESS ZONING: ESN: 157 TOWNSHIP NAME: BRUSH CREEK NBHD ID: 701.00 LIVING UNITS: 1 VALUE FLAG: COST
 CASSIDA, DARLENE C LAND DATA: TYPE SIZE RATE INFLUENCE FACTORS % LAND VALUE - ASSESSMENT INFORMATION -

365 CHESTNUT MOUNTAIN DR GREEN MOUNTAIN NC 28740 PRIMARY 0.450 79110 35,600 LAND FARM USE BUILDING TOTAL 35,600 78,020 113,620 35,600 17,100 52,700

DEED BOOK: 794 DEED PAGE: 660 DEED DATE: 20190109 TOTAL ACREAGE: 0.450 TOTAL LAND VALUE: 35,600
 PRIOR YEAR ASSESSMENTS: 2018 113,600 2017 113,600 2016 113,600 2015 133,500 2014 133,500

DATE TYPE PRICE VALID BOOK/PAGE
 20190109 2 19941122 E 794-660 262-395

EXEMPTION: NONE

ADDITION DATA:

PERMIT DATA DATE	NUMBER	PURPOSE	COST	Lower Level	First Floor	Second Floor	Third Floor	Area	Value
					wddk			204	2900
					OFF			800	17400
									00
									00
									00
									00
									00
									00

DWELLING DATA:

Story Ht. 1.00
 Style: DOUBLE-WIDE
 Walls: ALUM/VINYL
 Bedrooms: 3
 Total Rooms: 5
 Basement: CRAWL
 Attic: NONE
 Full Baths: 2
 Half Baths:
 Add'l Fixtures:
 Total Fixtures: 8
 Heating System: HOT AIR
 Type: OIL
 Fin. Bsmt. Living Area:
 Basement Rec Room Area:
 Total Fireplace:
 Basement Garage (# Cars)
 Ground Fir Area: 1568 True GFA 1568
 TOT LIVING AREA: 1568 True TLA 1568
 Quality Grade: D
 Condition: AV
 Year Built: 1994
 Eff. Year Built:
 COU: AV

COST APPROACH COMPUTATIONS

Base Price
 Plumbing
 Additions
 Unfin. Area
 Basement
 Attic
 Heat/AC Adj.
 FBIA
 Rec Rm
 Fireplace
 Bsmt. Gar.
 SUBTOTAL
 Grade Factor 0.70
 C & D factor
 TOTAL RCN \$84,970
 % Good 0.85
 Market Adj.
 TOTAL RCNLD \$72,220

OUTBUILDING DATA

Type	Qty	Year	Size1	Size2	Grd	Cond	Value
RS1	1	1993	8	16	C	A	\$420
RM1	1	1994	28	56	D	A	\$6,900
WD1	1	1994	12	17	D	A	\$760
OP1	1	1994	16	50	D	A	\$9,040

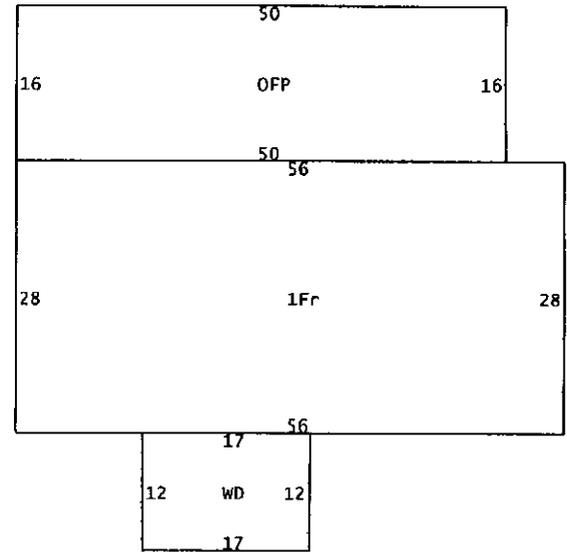
NOTES:

MH DW 1994 FAIR
 TITLE: GUY M CASSIDA

OTHER IMP: MISC. OUTBUILDING TOTAL: 17,100
 OUTBUILDING TOTAL:

A
B
C
D
E
F
G
H

2020 final



365 CHESTNUT MTN DR PARCEL ID: 07002 00417-1 MAP/CODE/LOT # 085200014710.000 CLASS: R STATE CLASS: 511 CARD #: 1 OF 1

CURRENT OWNER/ADDRESS ZONING: LAND DATA: NBHD ID: 700.00 LIVING UNITS: 1 VALUE FLAG: COST
 CASSIDA, GUY MARSHALL & DARLENE TYPE SIZE RATE INFLUENCE FACTORS % LAND VALUE - ASSESSMENT INFORMATION -
 365 CHESTNUT MTN. DR GREEN MTN. NC 28740 PRIMARY 0.450 10000 0 0 0 4,500 LAND FARM USE BUILDING TOTAL 2,700 4,500 36,100 87,140 38,800 91,640
 DEED BOOK: DEED PAGE: DEED DATE: - DATA COLLECTION INFORMATION-
 DATE TYPE PRICE VALID BOOK/PAGE TOTAL ACREAGE: 0.450 TOTAL LAND VALUE: 4,500 19990817 003 INFO AT DOOR NOT AT HOME
 262-395 20070222 22

ADDITION DATA:

PERMIT DATA DATE	NUMBER	PURPOSE	COST	Lower Level	First Floor	Second Floor	Third Floor	Area	Value
				A	Wddk			204	1800
				B	OFF			800	17000
				C					00
				D					00
				E					00
				F					00
				G					00
				H					00

2006

DWELLING DATA:

Story Ht. 1.00
 Style: RANCH
 Walls: ALUM/VINYL
 Bedrooms: 3
 Total Rooms: 5
 Basement: CRAWL
 Attic: NONE
 Full Baths: 2
 Half Baths:
 Add'l Fixtures:
 Total Fixtures: 8
 Heating System: FLOOR FURNCE
 Type: OIL
 Fin. Bsmt. Living Area:
 Basement Rec Room Area:
 Total Fireplace:
 Basement Garage (# Cars)
 Ground Flr Area: 1568
 TOT LIVING AREA: 1568
 Quality Grade: D
 Condition: AV
 Year Built: 1994
 Eff. Year Built: 1994
 CDU: AV

COST APPROACH COMPUTATIONS

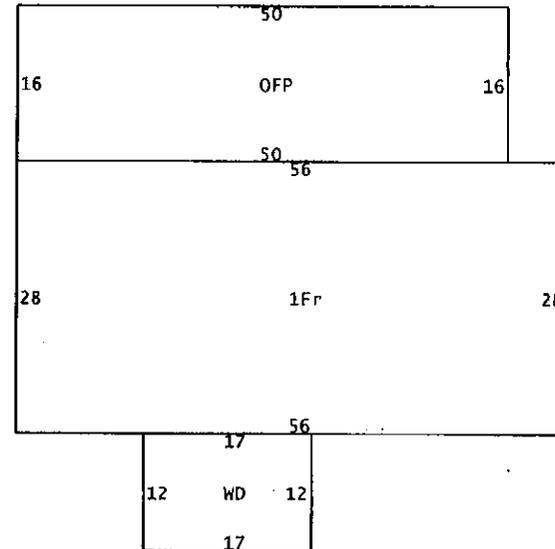
Base Price 89,010
 Plumbing 2220
 Additions 18800
 Unfin. Area
 Basement -6,610
 Attic
 Heat/AC Adj.
 FBLA
 Rec Rm
 Fireplace
 Bsmt. Gar.
 SUBTOTAL 103,420
 Grade Factor 0.78
 C & D factor
 TOTAL RCN \$80,670
 % Good 0.95
 Market Adj.
 TOTAL RCNLD \$76,640

OUTBUILDING DATA

Type	Qty	Yr	Size1	Size2	Grd	Cond	Value
RS1	1	19	8	16	C	A	\$460

NOTES:

MISC. OUTBUILDING TO OUTBUILDING TOTAL: 10,500



Red Ribbon Week



– PROCLAMATION –

WHEREAS, alcohol and drug abuse affect individuals, families, and communities across the nation; and

WHEREAS, it is imperative that visible, unified efforts by community members be launched to prevent drug abuse; and

WHEREAS, Red Ribbon Week offers citizens the opportunity to demonstrate their commitment to drug-free lifestyles; and

WHEREAS, Red Ribbon Week will be celebrated in communities across the nation on October 23-31; and

WHEREAS, businesses, government, law enforcement, media, health care providers, religious institutions, schools, and other community-based organizations will demonstrate their commitment to healthy, drug-free lifestyles by wearing red ribbons and participating in drug prevention activities; and

WHEREAS, Yancey County further commits its resources to ensure the success of Red Ribbon Week;

NOW, THEREFORE, BE IT RESOLVED, the Yancey County Board of Commissioner's proclaim October 23-31, as RED RIBBON WEEK, and encourage you to participate in drug prevention education activities, not only during Red Ribbon Week, but also throughout the year, making a visible statement that we are strongly committed to a drug-free lifestyle.

Dated this 14th day of October, 2019.

A handwritten signature in black ink, appearing to read "Jeff Whitson", written over a horizontal line.

Jeff Whitson, Chairman



Brenda Lyerly
Chair of the Board

Johnny Riddle
Vice-Chair

468 New Market Blvd.
Boone, NC 28607

www.regiond.org



Chris Jones
Secretary

Voice: 800-735-8262

Valerie Jaynes
Treasurer

Phone: 828-265-5434
Fax: 828-265-5439

Attachment G

September 6, 2019

Ms. Sonya Morgan
Yancey County Government
110 Town Square
Burnsville, NC 28714

Dear Ms. Morgan,

Mr. Ian Garriques has indicated his willingness to be appointed for a one-year term to the Yancey County Joint Community Advisory Committee for Long Term Care.

Please submit Mr. Garriques name to the Commissioners for their consideration and let me know their decision at your earliest convenience. Mr. Garriques application is enclosed. If you have any questions or concerns, please do not hesitate to contact me. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Stevie M. John'. The signature is fluid and cursive.

Stevie M. John
Regional Ombudsman

Enclosures
Volunteer application

Community Advisory Committee VOLUNTEER APPLICATION

Thank you for your interest in the Community Advisory Committee. If you are a county resident, at least 18 years old, and willing to volunteer your time and expertise to your community, please complete and submit this application.

NAME: <i>IAN GARRIGUES</i>		
ADDRESS: <i>45/47 Coyote Ridge</i>		
CITY: <i>Green Mountain</i>	STATE: <i>NC</i>	ZIP:
HOME PHONE: <i>mobile</i> <i>(528) 284 0203</i>	WORK PHONE: ()	EMAIL: <i>IAN.GARRIGUES@</i> <i>gmail.com</i>
PLACE OF EMPLOYMENT: <i>Retired</i>		
COUNTY OF RESIDENCE: <i>Yancey</i>	Do you serve on any other Boards? <i>No</i>	
Why are you interested in volunteering on the Community Advisory Committee? <i>I have the time now to help out the community</i>		
Please list any work, volunteer and/or educational experience that you would like us to consider in the review of your application. Feel free to attach a resume. <i>Retired internal Med physician, have had many experiences with nursing homes in the past. I think my experience could be beneficial to the County, to the patients in the nursing homes / assisted living facilities</i>		

~~XXXXXXXXXX~~
~~XXXXXXXXXX~~

Do you have a family member (spouse, son, daughter, mother, father, sister, brother, or in-laws of these) who resides in a facility that might be visited by the committee on which you are interested in serving?	YES	<input checked="" type="radio"/> NO
Do you have a financial interest in a facility that might be visited by the committee on which you are interested in serving?	YES	<input checked="" type="radio"/> NO
Are you an employee of or serving on a governing board of a facility that might be visited by the committee on which you are interested in serving?	YES	<input checked="" type="radio"/> NO
Do you provide paid services of any kind to a resident or staff person in a facility that might be visited by the committee on which you are interested in serving?	YES	<input checked="" type="radio"/> NO
Are you a public official?	YES	<input checked="" type="radio"/> NO
Are you available to complete 15 hours of initial orientation prior to assuming any official responsibilities on the committee? Initial training includes a full-day (8 hours) of classroom training; completion of a home- study assignment (average time-2 hours over 30 day period), and facility orientation(s) (average of 5 hours).	<input checked="" type="radio"/> YES	<input checked="" type="radio"/> NO
Are you available for a minimum of 8 hours every quarter (i.e. every 3 months) to visit facilities in your county?	<input checked="" type="radio"/> YES	<input checked="" type="radio"/> NO
Are you available to attend a one hour quarterly committee meeting in your county during business hours?	<input checked="" type="radio"/> YES	<input type="radio"/> NO
Are you willing to complete 10 hours of continuing education per year (provided by the Ombudsman Program)?	<input checked="" type="radio"/> YES	<input type="radio"/> NO
Do you understand that no monetary reimbursement will be provided for expenses incurred (i.e. mileage) by committee volunteers?	<input checked="" type="radio"/> YES	<input type="radio"/> NO
Have you been convicted of any criminal or civil offenses that relate to the abuse, neglect or exploitation of children and/or adults; drug misuse; fire arm violations; physical or sexual assault; murder or other violent crime?	YES	<input checked="" type="radio"/> NO

With my signature, I affirm that I have thoroughly read and understand the information provided in this packet. I affirm that the information I have provided in this volunteer application is accurate to the best of my knowledge.

SIGNATURE:  DATE: 7/5/19



NORTHWESTERN REGIONAL HOUSING AUTHORITY
PO Box 2510, 869 Hwy. 105 Extension, Suite 10, Boone, NC 28607
Phone (828) 264-6683 • Fax (828) 264-0272

September 17, 2019

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

Dear Ms. Austin:

Greetings and I hope you and yours are doing well. This note is intended to provide you and the Board of Commissioners of Yancey County with information related to the upcoming appointment of Trustee of the Northwestern Regional Housing Authority. I have attached North Carolina General Statutes 157-36 dealing with appointments of Commissioners/Trustees, as well as, a copy of your Board's required certificate of appointment which must be signed by the County Board Chairman and attested by the Clerk to the Board following appointment action by the full Board.

Because of an oversight in the state law which leaves out any provision for staggering of terms, all Trustees from each of seven counties are due for reappointment December 13, 2019. As you know, Mr. David Blankenship has served as your representative from Yancey County on our Board of Trustees for many years and has never missed a meeting. Let us take this opportunity to commend Mr. Blankenship's efforts on behalf of the county and the region while serving with our Board. I have met with Mr. Blankenship who has expressed his willingness to accept the reappointment should it be forthcoming from your Board. We hope you will give his reappointment every consideration as we are in need of his continuing policy leadership. He acts with great compassion toward those with housing needs in Yancey County and around the mountain region.

The Northwestern Regional Housing Authority is in its fortieth year of service in the northwest mountain counties. We are particularly proud the renter households at FOREST HILLS and the hundreds of other households in need we are able to help now in Yancey County with rental assistance and/or comprehensive housing counseling. They are making great progress toward self-determination and improving their own quality of life while enjoying the benefits of decent affordable housing which they would otherwise be unable to obtain.

This action may be taken by your Board at any meeting between now and then but will become effective December 14, 2019. If I can do anything to facilitate this reappointment action by the Yancey County Board of Commissioners please let me know.

I look forward to seeing you and appreciate your continuing interest in and assistance with our regional housing programs.

Sincerely,

E. G. "Ned" Fowler
Executive Director

Attachments

David Choate
Chairman &
Trustee from
Alleghany County

Pat Vines
Vice Chairman &
Trustee from
Watauga County

Fred Lemly
Trustee from
Ashe County

David Blankenship
Trustee from
Yancey County

Troy Clark
Trustee from
Avery County

Edgar Gregory
Trustee from
Wilkes County

Vern Grindstaff
Trustee from
Mitchell County

E.G. "Ned" Fowler
Secretary/
Executive Director

NORTH CAROLINA

YANCEY COUNTY

CERTIFICATE

Pursuant to North Carolina General Statutes Section 157-36, the undersigned as Chairman of the Yancey County Board of Commissioners, hereby certifies that David Grundstaff was duly appointed by the Yancey County Board of Commissioners in a Regular Meeting on October 14, 2019 at 6:00 AM/PM as the person to serve as the Yancey County Trustee/Commissioner of the Northwestern Regional Housing Authority. Said term is to commence when the appointee takes the Oath of Office and to extend approximately five (5) years, expiring December 13, 2024.

This the 14th day of October, 2019

YANCEY COUNTY BOARD OF COMMISSIONERS

BY: [Signature]
Chairman

ATTEST: [Signature]
Clerk of the Board

If it shall determine that both (1) and (2) of the above enumerated conditions exist, the board of county commissioners shall adopt a resolution so finding (which need not go into any detail other than the mere finding). After the appointment, as hereinafter provided, of the commissioners to act as the regional housing authority, said authority shall be a public body and a body corporate and politic upon the completion of the taking of the following proceedings:

The commissioners shall present to the Secretary of State an application signed by them, which shall set forth (without any detail other than the mere recital)

- (1) That the boards of county commissioners made the aforesaid determination and that they have been appointed as commissioners;
- (2) The name, and official residence of each of the commissioners, together with a certified copy of the appointment evidencing their right to office, the date and place of induction into and taking oath of office, and that they desire the housing authority to become a public body and a body corporate and politic under this Article;
- (3) The term of office of each of the commissioners;
- (4) The name which is proposed for the corporation; and
- (5) The location of the principal office of the proposed corporation.

The application shall be subscribed and sworn to by each of said commissioners before an officer authorized by the laws of the State to take and certify oaths, who shall certify upon the application that he personally knows the commissioners and knows them to be the officers as asserted in the application, and that each subscribed and swore thereto in the officer's presence. The Secretary of State shall examine the application and if he finds that the name proposed for the corporation is not identical with that of a person or of any other corporation of this State or so nearly similar as to lead to confusion and uncertainty he shall receive and file it and shall record it in an appropriate book of record in his office.

When the application has been made, filed and recorded, as herein provided, the authority shall constitute a public body and a body corporate and politic under the name proposed in the application; the Secretary of State shall make and issue to the said commissioners, a certificate of incorporation pursuant to this Article, under the seal of the State, and shall record the same with the application.

In any suit, action or proceeding involving the validity or enforcement of, or relating to any contract of the regional housing authority, the regional housing authority shall be conclusively deemed to have been established in accordance with the provisions of this Article upon proof of the issuance of the aforesaid certificate by the Secretary of State. A copy of such certificate, duly certified by the Secretary of State, shall be admissible in evidence in any such suit, action or proceeding, and shall be conclusive proof of the filing and contents thereof. (1941, c. 78, s. 4; 1943, c. 636, ss. 3, 7; 1998-217, s. 20.)

§ 157-36. Commissioners of regional housing authority.

(a) The board of county commissioners of each county included in a regional housing authority shall appoint one person as a commissioner of such authority, and each such commissioner to be first appointed by the board of county commissioners of a county may be appointed at or after the time of the adoption of the resolution declaring the need for such regional housing authority or declaring the need for the inclusion of such county in the area of operation of such regional housing authority. When the area of operation of a regional housing authority is increased to include an additional county or counties as provided in this Article, the board of

county commissioners of each such county shall thereupon appoint one additional person as a commissioner of the regional housing authority. The board of county commissioners of each county shall appoint the successor of the commissioner appointed by it.

(b) The commissioners of the regional housing authority shall appoint as a commissioner at least one person who is directly assisted by the authority unless the authority's rules require that the person be elected by other persons who are assisted by the authority. However, there shall be no requirement to appoint such a person if the authority: (i) operates less than 300 public housing units, (ii) provides reasonable notice to all resident advisory boards within the authority's area of operation of the opportunity for at least one person who is directly assisted by the authority to serve as a commissioner, and (iii) within a reasonable time after receipt of the notice by the resident advisory boards, has not been notified of the intention of any such person to serve. The commissioners of the regional housing authority shall appoint successors of the commissioner appointed by them and shall fill any vacancies. A certificate of the appointment signed by the chair of the commissioners of the regional housing authority shall be conclusive evidence of the due and proper selection of the commissioner. If the commissioner directly assisted by the regional housing authority ceases to receive such assistance, the commissioner's office shall be abolished and another person who is directly assisted by the regional housing authority shall be appointed by the commissioners of the regional housing authority.

(c) No commissioner who is also a person directly assisted by the regional housing authority shall be qualified to vote on matters affecting his or her official conduct or matters affecting his or her own individual tenancy, as distinguished from matters affecting tenants in general.

(d) If any county is excluded from the area of operation of a regional housing authority, the office of the commissioner of such regional housing authority appointed by the board of county commissioners of such county shall be thereupon abolished. If the person appointed as a commissioner under subsection (b) of this section resides in a county that is excluded from the authority's area of operation, the office of that commissioner shall be abolished and another person residing within the authority's area of operation shall be appointed.

(e) A certificate of the appointment of any commissioner signed by the chair of the board of county commissioners (or the appointing officer) shall be conclusive evidence of the due and proper appointment of such commissioner.

(f) If the area of operation of a regional housing authority consists at any time of an even number of counties, except as provided in subsection (g) of this section, the Governor shall appoint one additional commissioner to such regional housing authority whose term of office shall be as herein provided for a commissioner of a regional housing authority, except that such term shall end at any earlier time that the area of operation of the regional housing authority shall be changed to consist of an odd number of counties. The Governor shall likewise appoint each person to succeed such additional commissioner. A certificate of the appointment of any such additional commissioner shall be signed by the Governor and filed with the Secretary of State. A copy of such certificate, duly certified by the Secretary of State, shall be conclusive evidence of the due and proper appointment of such additional commissioner.

(g) If the membership of the board of commissioners consists of an even number as a result of the appointment of a person who is directly assisted by the regional housing authority, the Governor shall appoint one additional commissioner to the authority whose term of office shall be as herein provided for a commissioner of an authority, except that such term shall end at any earlier time that the area of operation of the authority shall be changed to consist of an even number of

counties. A certificate of the appointment shall be signed and filed as provided in subsection (f) of this section. The Governor shall appoint successors to the additional commissioner and shall fill any vacancies.

(h) The commissioners of a regional housing authority shall be appointed for terms of five years except that all vacancies shall be filled for the unexpired terms. Each commissioner shall hold office until his or her successor has been appointed and has qualified.

(i) For inefficiency or neglect of duty or misconduct in office, a commissioner of a regional housing authority may be removed by the appointing authority. The commissioner shall have been given a copy of the charges against him or her at least 10 days prior to the hearing thereon and shall have had an opportunity to be heard in person or by counsel.

(j) The commissioners appointed as aforesaid shall constitute the regional housing authority, and the powers of such authority shall be vested in such commissioners in office from time to time.

(k) The commissioners of a regional housing authority shall elect a chair from among the commissioners and shall have power to select or employ such other officers and employees as the regional housing authority may require. A majority of the commissioners of a regional housing authority shall constitute a quorum of such authority for the purpose of conducting its business and exercising its powers and for all other purposes. (1941, c. 78, s. 4; 1943, c. 636, s. 4; 1999-146, s. 2.)

§ 157-37. Powers of regional housing authority.

Except as otherwise provided herein, a regional housing authority and the commissioners thereof shall, within the area of operation of such regional housing authority, have the same functions, rights, powers, duties and limitations provided for housing authorities created for cities or counties and the commissioners of such housing authorities: Provided, that for such purposes the term "mayor" or "council" as used in the Housing Authorities Law and any amendments thereto shall be construed as meaning "board of county commissioners," the term "city clerk" as used therein shall be construed as meaning "clerk of the board of county commissioners" and the term "city" as used therein shall be construed as meaning "county" unless a different meaning clearly appears from the context: Provided, further, that a regional housing authority shall not be subject to the limitations provided in subdivision (4) of G.S. 157-29 of the Housing Authorities Law with respect to housing projects for farmers of low income. Except as otherwise provided in this Article, all the provisions of law applicable to housing authorities created for counties and the commissioners of such authorities shall be applicable to regional housing authorities and the commissioners thereof. (1941, c. 78, s. 4; 1943, c. 636, s. 6.)

§ 157-38. Rural housing projects.

Housing authorities created for counties and regional housing authorities are specifically empowered and authorized to borrow money, accept grants and exercise their other powers to provide housing for farmers of low income. In connection with such projects, such housing authorities may enter into such lease or purchase agreements, accept such conveyances and rent or sell dwellings forming part of such projects to or for farmers of low income, as such housing authority deems necessary in order to assure the achievement of the objectives of this Article. Such leases, agreements or conveyances may include such covenants as the housing authority deems appropriate regarding such dwellings and the tracts of land described in any such instrument, which covenants shall be deemed to run with the land where the housing authority deems it necessary

YANCEY COUNTY ANIMAL ORDINANCE

PART I ADMINISTRATION

SECTION 01

AUTHORITY

This Ordinance is adopted pursuant to the authority vested in Yancey County by the General Statutes of North Carolina, particularly *N.C.G.S. 153A-121 General Ordinance making Power, and other applicable laws.*

SECTION 02

PURPOSE

It is the purpose of this ordinance to prohibit certain acts, omissions and conditions which interfere with the health, safety and general welfare of the inhabitants of Yancey County; to make unlawful, the acts of animals that interfere with the enjoyment of property or the peace and safety of the community; to protect animals from abuse or other conditions harmful to their well-being; and to authorize the performance of any other duties authorized by applicable local and state laws. These ordinances are meant to supplement N.C.G.S.A. § 14-360 to 14-363; § 19A-1 - 70; § 19A-1 - 70; § 160A-182, § 14-177; § 153A-127, N.C.G.S.A. § 67-1 to 18; N.C.G.S.A. § N.C.G.S.A. § 14-81 to 82; N.C.G.S.A. § 19A-20 to 41; § 67-1 - 36; § 90-187.7; § 130A-184 to 201; § 160A-186; § 160A-212; § 14-4.

SECTION 03

RELATION TO HUNTING LAWS

Nothing in this ordinance is intended to be in conflict with the laws of the state regulating, restricting, authorizing or otherwise affecting dogs while used in hunting; but this exception applies only while the dogs are under the control of the owner or competent person and are lawfully being used for hunting or training for hunting in compliance with applicable statutes, regulations and ordinances. This ordinance should be read and enforced consistent with any such law.

TITLE

This Ordinance shall be known as the Yancey County Animal Ordinance.

SECTION 04

JURISDICTION

The Yancey County Sheriff's Office shall be in charge of enforcing this ordinance and state laws applicable to criminal welfare within all areas of Yancey County. Law Enforcement Officers associated with a municipality may also enforce this Ordinance if the municipality has a resolution or ordinance adopting these Ordinances.

SECTION 05

SEVERABILITY AND CONFLICTING ORDINANCES

If any section, specific provision, or standard of this Ordinance is found by a court of competent jurisdiction to be invalid for any reason, the decision of the court shall not affect the validity of any other section, provision or standard of this Ordinance which shall remain in full force and effect.

SECTION 06

RELATION TO OTHER ORDINANCES This Ordinance is not intended to interfere with, abrogate or annul any other ordinances, rules, regulations or other provisions of law. If the provisions of this Ordinance conflict with provisions of any other validly enforceable ordinance(s) or laws, the most stringent provisions shall apply.

PART II GENERAL

SECTION 07

DEFINITIONS

(a) For the purpose of this ordinance, shall apply to dogs.

- (1) **Abandon:** To forsake, or give up a dog under the custody or possession of a person without having secured another owner or custodian or otherwise failing to make reasonable arrangements for adequate food, shelter and water as defined below.
- (2) **Abuse:** Willful injury to or mistreatment of a dog, but not to include the legal euthanization of a dog.
- (3) **Adequate Food:** The provision at suitable intervals, at least every 24 hours, of a quantity of foodstuff suitable for the species, and sufficient to maintain the dogs' health and well-being, provided in a sanitary manner. Such foodstuff shall be provided in a receptacle, dish or other container.
 - a. **Adequate Shelter:** A shelter which will keep a dog dry, out of the direct path of winds, rain and direct sun, and at a temperature level that is healthful for the animal. The shelter shall be a windproof and moisture proof structure of suitable size to accommodate the animal and retention of body heat. It shall include a roof and enclosures on all side, with an opening large enough to allow access to the animal, but placed in such a way as to keep the animal out of the direct path of winds and rain. Adequate bedding material should be provided when forecasted temperatures are below freezing. The containment area shall be free of accumulated waste and debris so that the animal shall be free to walk or lie down without coming in contact with any such waste or debris, and a suitable method of draining shall be provided to rapidly eliminate excess water or moisture. The containment area shall be free of physical hazards or conditions detrimental to the health or general welfare of the animal. The enclosure shall be ventilated and must have sufficient room for the dog(s) to move around freely and to lie down comfortably. Examples of inadequate shelter, include, but are not limited to, the following:
 - i. Underneath outside steps, decks and stoops.

- ii. Inside or underneath motor vehicles.
- iii. Inside cardboard boxes.
- iv. Inside temporary animal carriers or crates.
- v. Shelters surrounded by debris, obstructions or impediments that may endanger an animal.

- (4) **Adequate Water:** Access to a supply of liquid, unfrozen water that is clean, fresh and visibly free of debris and organic material, provided in a sanitary manner. Water containers must be of sufficient size and placed to prevent accidental spilling by weather conditions or animal activity.
- (5) **At Large:** Any dog shall be deemed to be at large when it is off the property of its owner and not under the control of a competent person.
- (6) **Bite:** The act of a dog seizing the flesh with its teeth or jaws, so as to tear, pierce or injure the flesh.
- (7) **Competent Person:** A person of suitable age and discretion to keep a dog under sufficient restraint and control in order to prevent harm to the dog and to persons, other animals, including but not limited to domesticated livestock or property.
- (8) **Cruelty, Cruel Treatment, and Abuse:** Every act, omission or neglect whereby unjustifiable physical pain, suffering or death is caused or permitted or attempted to be caused or permitted against a dog, as well as acts or attempted acts of teasing, molesting, baiting or trapping of a dog unlawfully. Such acts or omissions shall include but not be limited to beating, kicking, hanging, submerging under water, suffocating, poisoning, setting on fire, and depriving of food, water or medical treatment, or otherwise subjecting the dog to conditions detrimental to its health or general welfare.
- (9) **Dangerous Canine Appeals Board:** The board appointed by the Yancey County Commissioners to hear appeals from the determination by the Yancey County Sheriff that a dog is a Dangerous Animal or a Potentially Dangerous Animal.
- (11) **Dog:** Any of various types or species of canine.
- (12) **Enclosure:** A pen or paddock with adequate and properly installed fencing. It is recommended that fenced lots for dogs are to be no less than 100 square feet and must provide adequate shelter as defined in these ordinances.
- (13) **Humane:** Characterized by kindness, compassion, mercy, and inflicting the minimum amount of pain.
- (14) **Imminent Peril:** A danger that is certain, immediate, and impending, that threatens the safety or life of a dog.
- (15) **Keeper:** Any person, acting in the capacity of the owner, or at the owner's request, who is responsible for the care, welfare, and maintenance of the dog.
- (16) **Lawful Hunt:** A hunt for lawful game conducted on public or private property with the consent of the owner or custodian of the property by a person with a valid license (if required) during the

lawful season for the game concerned using dogs customarily employed and suitable for such game.

- (17) **Neglect:** Failure of an owner/keeper of a dog to provide the dog with adequate food, water, shelter, or failure of an owner/keeper of a dog to obtain appropriate care and legally mandated vaccinations.
- (18) **Owner:** Any person, firm, corporation, or organization having custody, control, possession, or legal interest in a dog, including a dog's keeper or caretaker.
- (19) **Owner's Property:** That area described in a deed of conveyance or the area described in a lease. In a situation involving townhomes or condominiums, animal control will treat the common areas as being owned by the homeowners' association. In a situation involving leased apartments, animal control will treat the common areas as being owned by the lessor. A motor vehicle is not a part of the owner's property unless it is physically located on the area described in a deed of conveyance or the area described in a lease. A motor vehicle that is physically located in or on the common areas of townhomes, condominiums or leased apartments, or their public areas shall be treated as being off of the owner's property.
- (20) **Restraint:** A dog is under restraint within the meaning of this ordinance if it is controlled by means of a chain, leash, or other like device, under direct control of the owner/keeper and is obedient to that person or is within a secure enclosure.
- (21) **Sanitary:** Relating to health or the protection of health of dogs, areas should not have an excess of elements such as animal waste or pathogens that endanger health.
- (22) **Stray:** Any dog that is not on the property of its owner and is wandering at large, or is lost, or does not have any owner, or does not bear evidence of the identification of any owner, and is one that enters your property or residence or place of business.
- (23) **Suitable Size:** Enough room for a dog to be able to stand up and turn around comfortably.
- (24) **Tether:** A means by which a dog is fastened so that it can range within a reasonable radius.

SECTION 08

MISTREATMENT OF ANIMALS; PROHIBITED ACTS. This section is to supplement N.C.G.S. 14-360, Cruelty to Animals.

- (a) All dogs in the possession of any person shall be kept and treated under sanitary and humane conditions, and it shall be unlawful for any person to subject, or cause to be subjected, any dog to cruel treatment. It shall likewise be unlawful for any person to deprive, or cause to be deprived, any dog of adequate food and water, necessary medical attention, legally required vaccinations and adequate shelter.
- (b) Adequate food, water and shelter shall be provided as follows:
 - b. All dogs shall be given at suitable intervals, at least every 24 hours, a quantity of foodstuff suitable for the species, and sufficient to maintain the animal's health and

well-being, provided in a sanitary manner. Such foodstuff shall be provided in a receptacle, dish or other container.

- c. All dogs shall have access to a supply of clean, fresh water.
 - d. All dogs, shall be provided with adequate shelter from the weather and clean conditions at all times.
- (2) Every person who owns any pen, lot, kennel, shelter or other place where dogs are kept shall maintain the same in a reasonable sanitary manner.
- (3) It shall be unlawful to abandon a dog except to relinquish the animal to the animal shelter during normal business hours in accordance with policies and procedures then in effect at the animal shelter.

SECTION 09

CRUELTY TO ANIMALS This section is to supplement *N.C.G.S. 14-360, 14-361, 14-362 and 19A-23.*

- (a) It shall be unlawful for any person to molest, torture, torment, deprive of necessary sustenance, cruelly beat or treat, needlessly mutilate or kill, wound, injure, poison, abandon or subject any dog to conditions detrimental to its health or general welfare or to procure any such actions to be inflicted upon any animal.
- (1) Examples of cruel treatment include, but are not limited to, the following a-i; Exemptions are noted in N.C.G.S – 19A-1.1.
- a. Allowing a collar, rope, wire, or chain to become embedded in or cause injury to a dog's neck.
 - b. Allowing any dog to be left outside in inclement weather or extreme temperatures without adequate shelter.
 - c. Intentionally allowing dogs to engage in a fight.
 - d. Allowing dogs to live in unsanitary conditions.
 - e. Allowing dogs to live in crowded conditions. Dogs must have enough room to move freely within a reasonably clean enclosure.
 - f. Failure to relinquish an injured or sick dog when an owner is unable or unwilling to provide medical treatment.
 - g. Permitting any exhibit, function or activity where dogs are being cruelly treated or where animals run the risk of causing injury to the public or themselves.
 - h. Restraining a dog using a chain, rope, or wire grossly in excess of the size necessary to restrain the dog.
 - i. Abandoning a dog.

SECTION 10

STANDARD FOR TETHERING. This section is to supplement *N.C.G.S. 14-362.3, Restraining dogs in a cruel manner.*

It shall be unlawful to tether a dog with the use of a tether as follows:

- (a) A tether used in an area containing obstacles so as to prevent the dog from having access to food, water and shelter.
- (b) A tether used in connection with a chain and choke collar.

- (c) A tether exceeding ten percent (10%) of the dog's body weight.
- (d) A tether used without a collar or harness.

SECTION 11

HUMANE EUTHANASIA

Notwithstanding any other provision of this Ordinance, any animal that is badly injured, wounded or diseased (not rabies suspect) and that has no identification shall be euthanized immediately in a humane manner. If the animal has identification, the Yancey County Animal Control Officer shall attempt expeditiously to notify the owner or keeper before euthanizing such animal, but if the owner cannot be reached readily and the animal is suffering, the Yancey County Animal Control Officer may cause the animal to be euthanized at his/her discretion in a humane manner. The Yancey County Sheriff's Office, the Yancey County Humane Society or any attending veterinarian shall have no liability for euthanizing injured, wounded or diseased animals.

SECTION 12

PUBLIC NUISANCE

- (a) It shall be unlawful for an owner to permit a dog to run at large if such dog is reported as creating a public nuisance as defined in this section.
- (b) It shall be unlawful for the owner/keepers of any dog determined by the Yancey County Sheriff's Office to be a nuisance, to allow that dog to run loose off the owner/keeper's real property. In such cases the owner/keeper must correct the nuisance situation immediately by keeping the dog that has been found to be creating a public nuisance on his property at all times. For the purpose of this section, public nuisance includes, but is not limited to:
 - (1) Maintaining a dog that chases, snaps at, attacks or otherwise harasses pedestrians, bicyclists, motor vehicles, farm stock or domestic animals;
 - (3) Allowing or permitting a dog to damage or cause a nuisance to the property of anyone other than its owner/keeper;
 - (4) Maintaining a dog that is diseased and dangerous to the public health;

(c) Violation.

1. Determining Violations.

(i) Any Yancey County Animal Control Officer or law enforcement officer who observes a violation of this section shall provide the owner of the dog written notification of the nature of the violation in the form of an abatement order that shall indicate that unless the violations are abated and measures are taken to prevent their reoccurrence.

(ii) Written Complaint.

(1) Upon receipt of a written detailed and signed complaint alleging that any person is maintaining a public nuisance as defined in this ordinance, the Yancey County

animal control officer may cause the owner of the dog in question to be notified that a complaint has been received and may cause the situation complained upon to be investigated and a written report thereon to be prepared.

(2) If the written findings indicate that the complaint is justified the Yancey County Animal Control Officer shall provide the owner of the dog written notification of the nature of the violation in the form of an abatement order that shall indicate that unless the violation is abated and measures are taken to prevent their reoccurrence within 24 hours or such lesser time as designated in the notice, the owner shall be required to remove the dog from the county.

2. Failure to abate violation. If the public nuisance has not been abated after the time indicated in the abatement order then the Yancey County Animal Control Officer may notify the owner in writing that the dog may be impounded or a civil penalty may be issued and/or a criminal summons may be issued.

SECTION 13

NOTICE IN CASE OF INJURY

- (a) It shall be unlawful for any person to intentionally strike a dog with an automobile or other vehicle causing injury or death.
- (b) It shall be unlawful for any person who causes unintentional injury to a dog, including but not limited to, running over or hitting the animal with any vehicle, (excluding wildlife) to fail to immediately the Yancey County Sheriff's Office.

SECTION 14

FALSE REPORTS OR FRIVOLOUS COMPLAINTS. This section is to supplement N.C.G.S. 14-196(a)(5).

- (a) It shall be unlawful for any person to file a false report with the Yancey County Sheriff's Office or to knowingly provide false information to an animal control officer involving investigation of any reported violation of this Chapter.

SECTION 15

DANGEROUS OR POTENTIALLY DANGEROUS DOGS. This section is to supplement N.C.G.S., section 4.1-4.

(a) If a dog is declared a dangerous dog pursuant to N.C.G.S 67-4.1, the owner shall have 15 days from the date of notification to comply with the requirements of NCGS 67-4.2. During this time the dangerous dog shall be under constant restraint on the owner's property or may be seized by animal control and held at owner's expense until compliance with NCGS 67-4.2 is met.

(b) The owner of a dangerous dog must, at his/her expense, comply with the following:

- (1) Meet all requirements for keeping any dog, including rabies inoculation.
- (2) Notify animal control of any changes in status of the dangerous dog within 24 hours, such as change of residence, if the dog escapes, or if the dog has died.

(3) The owner shall display a sign on his property warning that there is a dangerous dog on the property. The sign shall be clearly visible.

(4) If the owner of a dangerous dog is unwilling or unable to comply with the regulations set forth in this section for keeping such a dog, and if the owner is unable to transfer ownership or possession to another party pursuant to subsection (5) below, he must have the dog immediately and humanely euthanized by animal control or by a licensed veterinarian.

(5) If the owner of a dangerous dog transfers ownership or possession of the dog to another person (*as defined in G.S. 12-3(6)*), the owner shall provide written notice to the Yancey County Sheriff's Office stating the name and address of the new owner or possessor of the dog and the person taking ownership or possession of the dog, specifying the dog's dangerous behavior and animal control's determination.

(c) An owner of a dog declared dangerous and under appeal shall be under the same restrictions and penalties as a dangerous dog until the declaration is overturned.

(d) If at any time the dangerous dog is not confined, as set forth in subsection (e) of this section, the owner shall be fined in accordance with *N.C.G.S. 67-4.2(c)*.

(e) Exemptions to this section are noted in N.C.G.S. section 67-4.1(b).

SECTION 16

ESTABLISHMENT OF DANGEROUS CANINE APPEAL BOARD

(a) There is hereby created a Dangerous Canine Appeal Board, which shall consist of (5) five representatives appointed by the Yancey County Commissioners. Members shall be appointed for (3) three-year terms. Appeals shall be heard by a quorum. The Board shall have jurisdiction to hear and determine all appeals from determinations made by the Yancey County Sheriff in accordance with Sections 7 and 19 of this ordinance.

(1) Upon declaration that a dog is a dangerous dog, the Yancey County Sheriff's Office must notify the owner, in writing, of the owner's right to appeal. The owner then has three days to appeal, in writing, the decision made by the Sheriff to the Yancey County Manager. The Manager shall schedule a hearing with the Dangerous Canine Appeal Board within ten days of the filing for the appeal. Any appeal from the final decision of the Dangerous Canine Appeal Board shall be taken to the superior court by filing notice of appeal and a petition for review within ten days of the final decision of the Appellate Board. Appeals from rulings of the Appellate Board shall be heard in the superior court division. The appeal shall be heard de novo before a superior court judge sitting in the county in which the appellate board whose ruling is being appealed is located.

State Law reference— Counties may, by ordinance, regulate, restrict or prohibit the possession or harboring of dangerous animals within the county under *N.C.G.S. 153A-131*; further regulations concerning dangerous dogs, including the authority of a city or county to designate a person or board for the determination of a dangerous dog, are contained in *N.C.G.S. 67-4.1*; nothing in the state dangerous dog law prevents a city or county from adopting or enforcing its own program for control of dangerous dogs, *N.C.G.S. 67-4.5*.

SECTION 17

LEASHING OF DOGS ON COUNTY PROPERTY

It shall be unlawful to allow a dog to be unleashed at any time while on County owned property such as public recreation parks, public campgrounds or public picnic areas. Owners are required to retrieve and properly dispose of the animal's waste.

PART III

ENFORCEMENT

SECTION 18

ENFORCEMENT

- (a) Enforcement of these ordinances shall rest with Yancey County Sheriff's Office and those governmental agencies and personnel authorized to exercise police powers by North Carolina statute to include, without limitation, the Yancey County Sheriff's Department and the Police Departments of any municipality that by resolution or ordinance has adopted this Ordinance within its municipal boundaries.
- (b) Enforcement personnel are authorized to investigate suspected violations of this Ordinance and are empowered to go upon property to inspect the conditions of animals and their surrounding with reasonable suspicion or warrant, to issue citations, warning citations, or letters of warning when any of the provisions of this chapter have been violated. Citations shall be delivered by enforcement officials in person to the alleged violator or delivered by registered mail return receipt requested to the person so charged.
- (c) Where enforcement personnel determine that a violation is a first offense for the person charged, a written warning letter or citation may be issued at the discretion of the enforcement officer.
- (d) In regards to livestock in roadway this will be turned over to the North Carolina Highway Patrol or to D.O.T., livestock abuse/neglect will be turned over to the Yancey County Sheriff's Department.
- (e) Where enforcement personnel determine an animal to be in imminent peril, all reasonable action shall be taken to secure the welfare of the animal including, but not limited to removal from the property and temporary placement and care within a shelter. The owner may be responsible for cost of care while animal is under temporary placement. Should the owner not be present at the time of removal, a written warning or citation will be left at the residence on property. If the property has no residence, efforts will be made through reasonable means to notify the owner as immediately as possible by enforcement personnel.

SECTION 19

PENALTIES

The following penalties shall pertain to violation of this ordinance:

(a) The violation of any provisions of this ordinance shall be a misdemeanor and any person convicted of such violation shall be punishable as provided in N.C.G.S. §14-4, or other applicable law. Each days' violation of this ordinance are a separate offense. Payment of a fine imposed in criminal proceedings does not relieve a person of his liability for civil penalties imposed under this ordinance.

(b) Enforcement of this ordinance may include any appropriate equitable remedy, injunction or order of abatement issuing from a court of competent jurisdiction pursuant to N.C.G.S. §153A-123(b)(e).

(c) In addition to and independent of any criminal penalties and other sanctions provided in this ordinance a violation of this ordinance may also subject the offender to the following civil penalties.

(1) The Yancey County Animal Control Officer may issue to the owner of any dog or to any other violator of the provisions of this ordinance a ticket or citation giving notice of the alleged violations and the civil penalty imposed. Tickets or citations so issued may be delivered in person or mailed by first class mail to the person charged. The following civil penalties shall be assessed for each violation.

(i) a civil penalty of \$50.00 shall be assessed for the first violation or offense of any section of this ordinance.

(ii) a civil penalty of \$100.00 shall be assessed for the second violation or offense of any section of this ordinance.

(iii) a civil penalty of \$300.00 shall be assessed for the third violation or offense of any section of this ordinance.

2) This civil penalty shall be paid to the Yancey County Manager or her designee within fourteen (14) days of receipt. This civil penalty is in addition to any other cost or fines imposed by this ordinance.

3) In the event that the applicable civil penalty is not paid within the time period prescribed a civil action may be commenced to recover the penalty and cost associated with the collection of the penalty including a reasonable attorneys fee, and/or a criminal summons may be issued against the owner or other violator of this ordinance and upon conviction the owner shall be punished as provided by state law. Failure on the part of the owner or alleged violator to pay the applicable civil penalty within the time period prescribed is unlawful and a violation of this ordinance unless otherwise provided the civil penalty for violation of this subsection is One Hundred Dollars (\$100.00).

Section 20. The foregoing Yancey County Animal Control Ordinance was adopted this the ____ day of _____, 2019.



Our Vision - Excellence

Yancey County Schools

Kathy Amos, Superintendent

100 School Circle ♦ P.O. Box 190 ♦ Burnsville, NC 28714 ♦ P(828)682-6101 ♦ F(828)682-7110 ♦ www.yanceync.net

TO: Lynn Austin, Yancey County Manager

FROM: Kathy Amos, Superintendent Yancey County Schools *KA*

DATE: 3 October, 2019

RE: Resolutions Declaring former Bee Log Elementary School, Clearmont Elementary School and Bald Creek Elementary School surplus property

At their regular monthly meeting on September 17, 2019, the Yancey County Board of Education approved Resolutions in accordance with N.C. General Statute §115C-518 to declare Bee Log Elementary School property, Clearmont Elementary School property and Bald Creek Elementary School property as surplus and no longer necessary for public school purposes; copies of those respective resolutions are attached.

Those Resolutions direct me on behalf of Yancey County Schools to offer for appropriate consideration the respective properties to the Yancey County Board of Commissioners as prescribed in N.C. General Statutes §115C-518. I am doing that by way of this Memorandum.

Should the Yancey County Board of Commissioners choose not to acquire the property, I am authorized by the respective Resolutions to dispose of the properties in any manner permitted by Article 12 of the North Carolina General Statute §168.

If Yancey County is interested in acquiring any of the properties, please contact me so that I can provide further information or assistance.

If Yancey County is not interested in any of the properties, I would appreciate it if you could so advise me in writing as soon as possible.

**RESOLUTION DECLARING BALD CREEK ELEMENTARY
SCHOOL SURPLUS PROPERTY**

WHEREAS, the Yancey County Board of Education (hereinafter "Board") owns certain real property (hereinafter "Property") consisting of 2.94 acres, having a real estate PIN of 988000643674000; and

WHEREAS, located on the property is Bald Creek Elementary School, a valuable capital improvement, that is no longer necessary for school purposes.

WHEREAS, N.C. Gen. Stat. §115C-518 provides that when , in the opinion of the Board, the use of any building site or other real property or personal property owned by the Board is unnecessary or undesirable for public school purposes, the Board may dispose of such property according to the procedures prescribed in Article 12 of Chapter 160A of the North Carolina General Statutes; and

WHEREAS, the Board is a governmental until of the local government as defined in N.C. Gen. Stat. §160A-27.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. That the property de declared surplus and unnecessary for public school purposes.
2. That the Superintendent be authorized to offer, for appropriate consideration, the property to the Yancey County Board of Commissioners, as prescribed in N.C. Gen. Stat. §115C-518.
3. That if the Yancey County Board of Commissioners choose not to purchase the property, the Superintendent is authorized to dispose of the property in any manner permitted by Article 12 of the North Carolina Statute 160A.
4. That the Board of Education reserves the right to reject any and all offers and any disposal of the property is subject to final approval by the Board of Education.

READ, APPROVED AND ADOPTED, THIS THE 17th DAY OF SEPTEMBER, 2019.


Board Chair


Superintendent and Ex-Officio Secretary

**RESOLUTION DECLARING BEE LOG ELEMENTARY
SCHOOL SURPLUS PROPERTY**

WHEREAS, the Yancey County Board of Education (hereinafter "Board") owns certain real property (hereinafter "Property") consisting of a tract containing 2.38 acres, having a real estate PIN of 989300107163000 AND a tract containing 5.00 acres, having a real estate PIN of 989300201329000; and

WHEREAS, located on the property is Bee Log Elementary School, a valuable capital improvement, that is no longer necessary for school purposes; and

WHEREAS, N.C. Gen. Stat. §115C-518 provides that when , in the opinion of the Board, the use of any building site or other real property or personal property owned by the Board is unnecessary or undesirable for public school purposes, the Board may dispose of such property according to the procedures prescribed in Article 12 of Chapter 160A of the North Carolina General Statutes; and

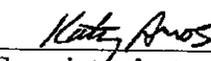
WHEREAS, the Board is a governmental until of the local government as defined in N.C. Gen. Stat. §160A-27.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. That the property de declared surplus and unnecessary for public school purposes.
- .2. That the Superintendent be authorized to offer, for appropriate consideration, the property to the Yancey County Board of Commissioners, as prescribed in N.C. Gen. Stat. §115C-518.
3. That if the Yancey County Board of Commissioners choose not to purchase the property, the Superintendent is authorized to dispose of the property in any manner permitted by Article 12 of the North Carolina Statute 160A.
4. That the Board of Education reserves the right to reject any and all offers and any disposal of the property is subject to final approval by the Board of Education.

READ, APPROVED AND ADOPTED, THIS THE 17th DAY OF SEPTEMBER, 2019.


Board Chair


Superintendent and Ex-Officio Secretary

**RESOLUTION DECLARING CLEARMONT ELEMENTARY
SCHOOL SURPLUS PROPERTY**

WHEREAS, the Yancey County Board of Education (hereinafter "Board") owns certain real property (hereinafter "Property") consisting of a tract containing 7.641 acres, having a real estate PIN of 082200463395000 AND a tract containing 3.823 acres, having a real estate PIN of 082200452957000; and

WHEREAS, located on the property is Clearmont Elementary School, a valuable capital improvement, that is no longer necessary for school purposes; and

WHEREAS, N.C. Gen. Stat. §115C-518 provides that when , in the opinion of the Board, the use of any building site or other real property or personal property owned by the Board is unnecessary or undesirable for public school purposes, the Board may dispose of such property according to the procedures prescribed in Article 12 of Chapter 160A of the North Carolina General Statutes; and

WHEREAS, the Board is a governmental until of the local government as defined in N.C. Gen. Stat. §160A-27.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. That the property de declared surplus and unnecessary for public school purposes.
2. That the Superintendent be authorized to offer, for appropriate consideration, the property to the Yancey County Board of Commissioners, as prescribed in N.C. Gen. Stat. §115C-518.
3. That if the Yancey County Board of Commissioners choose not to purchase the property, the Superintendent is authorized to dispose of the property in any manner permitted by Article 12 of the North Carolina Statute 160A.
4. That the Board of Education reserves the right to reject any and all offers and any disposal of the property is subject to final approval by the Board of Education.

READ, APPROVED AND ADOPTED, THIS THE 17th DAY OF SEPTEMBER, 2019.


Board Chair


Superintendent and Ex-Officio Secretary

**MEMORANDUM OF UNDERSTANDING –
EXPENDITURE OF PUBLIC FUNDS FOR ECONOMIC DEVELOPMENT**

THIS MEMORANDUM OF UNDERSTANDING (“the Agreement”) is entered into this the day of October 15th, 2019, by and between YANCEY COUNTY, a body politic and corporate of the State of North Carolina (hereinafter “County”) and ALTEC INDUSTRIES, INC., a corporation organized under and by virtue of the laws of the State of Alabama operating in North Carolina pursuant to a certificate of authority (hereinafter referred to as the “Company”) and provides as follows:

WITNESSETH:

WHEREAS, the County is authorized pursuant to the provisions of G. S. §158-7.1 to make appropriations for purposes which, in the discretion of the County Commissioners, will increase the population, the taxable property base and/or business prospects of the County; and

WHEREAS, funding may be provided for such appropriations by the levy of property taxes and allocations of other revenues not otherwise restricted by law; and

WHEREAS, the Company intends to upfit and operate a facility to be used in connection with its business in Burnsville, North Carolina with an address of 54 Ferguson Hill Road, Burnsville, North Carolina 28714 and 150 Altec Drive, Burnsville, North Carolina, 28714 (the building, equipment, and related appurtenances are collectively referred to herein as the “Facility”);

WHEREAS, the Company proposes to make an aggregate capital investment of approximately \$2,500,000.00 at its Facility which will add to Yancey County’s taxable property base, improve its business prospects, and create jobs (the “Project”); and

WHEREAS, the County has received a request from the Company for economic incentive funds from the County to assist in construction and improvements related to the referenced Project and to constitute the local match for a North Carolina Department of Commerce, Rural Economic Development Division (“NCDOC”) grant; and

WHEREAS, the County has reviewed the Project and has agreed to make a grant to the Company in the amount of \$25,000.00 (the “Funds”) to be used to offset the costs of the Project as more fully described herein below; and

WHEREAS, following due advertisement as provided for by law, a public hearing was held by the County to consider the request of the Company to provide incentive funds for the Project in the amount of \$25,000.00; and

WHEREAS, the public hearing was held and no negative comments were received and the Board of Commissioners, after due deliberation, approved the expenditure of economic incentive funds for the

Project in the amount of \$25,000.00 subject to execution of an agreement satisfactory in form and content to both the County and the Company; and

WHEREAS, the County has determined that expenditure of the Funds will increase the taxable property and business prospects of the County.

NOW, THEREFORE, it is agreed as follows:

1. That the Company will undertake and complete the Project and make capital expenditures in support of the Project as required by the NCDOC Documents (as defined below). The Company shall enter into such contracts as may be necessary for the expansion and/or renovation of the Facility and for the financing of the same.

2. The County shall reimburse the Company the sum of \$25,000.00 for Qualifying Facility and Equipment Expenditures (as defined below) made by the Company for capital investment related to the Project (the "Reimbursement"), subject to the following terms and conditions:

A. The Reimbursement shall be used only to offset the costs of capital improvements related to the Project (the "Work").

B. The Reimbursement may be drawn down by the Company upon certification of completion of qualifying components of the Work as set forth by the regulations governing North Carolina Building Reuse Grant projects as administered by the North Carolina Department of Commerce. Upon receipt of invoices reflecting qualifying components of the work together with canceled checks and/or indications of appropriate bank drafts and/or wire transfers indicating payment has been made and received by the vendor or contractor indicated on the invoice, the County shall reimburse the Company and/or its agents, assigns, or any other entity having remitted payment on its behalf for such expenses up to the total amount of the Funds as referenced herein, after which reimbursement shall then be requested by the County for funds to be drawn down from the NCDOC grant to reimburse any and all remaining qualifying components of the Work up to and including the sum of \$500,000 as per the terms of the NCDOC grant associated with this project.

3. Unless the Project is timely commenced and Yancey County receives written certification of Project expenditures and payment as herein provided, the County shall be under no obligation to disburse the Funds or any part thereof provided for herein.

4. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed given as of (a) the date it is delivered by hand to the parties listed below; (b) the date three (3) days following the date it is deposited in the mail, postage prepaid, return receipt requested, addressed to the parties listed below; or (c) the date three (3) days following the date it is sent, shipping prepaid, return receipt requested, by a national courier service, addressed to the parties listed below:

YANCEY COUNTY:
Yancey County
Attn: Lynn Austin County Manager
110 Town Square
Room 11
Burnsville, NC 28714

With a copy to:
Donny J. Laws
County Attorney
PO Box 397
Burnsville, NC 28714

COMPANY:

Altec Industries, Inc.
Attn: Jerry Moore, Treasurer/Controller
210 Inverness Center Drive
Birmingham, AL 35242

5. Neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

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

7. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement shall supersede, terminate and replace any prior agreements for these services entered into by the parties. This Agreement merges all prior discussions among the parties and no party shall be bound by conditions, definitions, warranties, understandings, or representations concerning such subject matter except as provided in this Agreement or as may be specified later in writing and signed by properly authorized representatives of the parties.

8. The failure of a party in any instance to insist upon the strict performance of the terms of this Agreement shall not be construed to be a waiver or relinquishment of any of the terms of this Agreement, either at the time of the party's failure to insist upon strict performance or at any time in the future, and such term or terms shall continue in full force and effect.

9. The construction and performance of this Agreement shall be governed by and construed pursuant to the laws of the State of North Carolina. Venue for any legal actions initiated concerning this

Agreement or arising in any way from and out of this Agreement shall be brought in Superior Court in Yancey County, North Carolina. The parties hereby submit to the jurisdiction of said court and waive any right they may have to venue in any other jurisdiction.

10. Each clause of this Agreement is a distinct and severable clause; and if any clause is deemed illegal, void or unenforceable, the validity, legality and/or enforceability of the remaining clauses or portion of this Agreement shall not be affected thereby.

11. If any party shall be delayed or prevented from the performance of any act required by this Agreement by reason of acts of God; strikes, lockouts, labor troubles, inability to procure materials or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

12. Neither party shall be considered the drafter of this Agreement. No provision shall be interpreted for or against either party because that party or that party's legal representative drafted such provision.

13. Any amendment to this Agreement shall be in writing and duly executed by appropriate representatives of each of the parties.

14. By signing below the parties hereto certify that they have read the entire contents of this Agreement; have individually been afforded sufficient opportunity to obtain independent legal advice prior to executing this Agreement; fully understand the provisions set forth in this Agreement and acknowledge that each term, condition and provision is fair and reasonable; and, that each party has received a signed copy of this Agreement.

15. This Agreement may be executed in a number of counterparts and by different parties hereto in separate counterparts each of which, when so executed, shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Company warrants that it is and shall at all times remain in compliance with the "E-Verify" provisions of Article 2, Chapter 64 of the North Carolina General Statutes. Further, if Company utilizes a subcontractor, Company shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

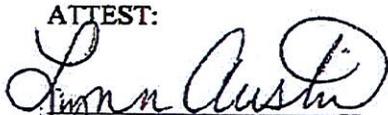
16. As of the date of this Agreement, neither the Company nor any of its subcontractors are listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143C-6A-4. The undersigned hereby certifies that he or she is authorized by the Company listed above to make the foregoing statement.

(The remainder of this page left intentionally blank.)

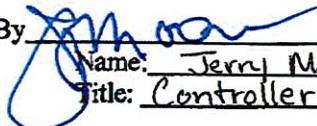
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

YANCEY COUNTY BOARD OF
COMMISSIONERS

By 
Hon. Jeff Whitson
Chairman, Board of Commissioners

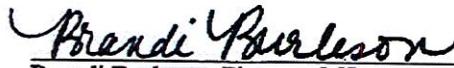
ATTEST:

Clerk to the Board

ALTEC INDUSTRIES, INC.

By 
Name: Jerry Moore
Title: Controller + Treasurer

The foregoing Agreement has been pre-audited in the manner required by the North Carolina Local Government Budget and Fiscal Control Act.

This the 15 day of October, 2019.


Brandi Burleson, Finance Officer, Yancey County

Toe River Health District-Yancey County Options

Options:

1. Stay in Toe River Health District.
2. Pull out of Toe River Health District. Have a county run health department.
3. Pull out of Toe River Health District. Consolidate management of health department.

Choices:

- District run health department: Health director and admin costs shared by counties in district.
- County run health department: County manages health department, hires a health director.
- Consolidated health department: County run. Put health department under one director for management, usually DSS director but other counties have put under director of transportation.

1. Stay in District- Even if Mitchell pulls out Yancey and Avery can remain a district.

Pro	Dollars	Con	Dollars
Split Administration costs	\$142,442	Less control of hiring/firing staff	Unknown. You currently have a voice in hiring/firing staff if there is a problem.
Current administrative staff have extensive public health experience	Unknown dollar figure.	None	
Current health director is in the lower range of health director salaries in the state.	Unknown	None	
Share staff when needed (providers, nurses, clerical, Environmental Health, social work)	Unknown, but provides ability to keep services open and available to residents	None	
Buying power (bulk)	Unknown	None	
Bonus from state for being a district	\$125,000	None	
Can share expenses for new programming. For example substance abuse treatment in the jail system, Mobile Health Clinics	Unknown. County will be healthier, more attractive for new residents, because of new programming.	None	

2. Pull out of Toe River Health District. Have a county run health department.

Pro	Dollars	Con	Dollars
County would hire a health director who would be a county employee	Salaries in 2017 for health directors around state range from \$70,000-239,000 plus benefits	Added cost to county.	Between \$70,000 and \$239,000 plus benefits
County would have direct control over health department	None	Added workload to whoever is in charge of supervising health director	Increased salaries of current county staff?
County could eliminate Finance Officer and put finances under county finance	\$68,500 savings	Increased workload on county finance officer	Unknown. County finance officer would possibly need a pay increase.
County could eliminate IT Director and put IT under county IT	\$52,389 savings	Increased workload for county IT and increased HIPAA breach risks.	Unknown. HIPAA breaches can be as small as \$20,000 and as high as millions depending on the breach. Pay increase for county IT?
		Potential loss of current extensive public health experience	Unknown. Huge learning curve if inexperienced health director is hired
		County would lose ability to share staff with other counties.	Unknown. Costs would be incurred with clinic and Environmental Health services being closed due to staff absence.
		Loss of purchasing power (bulk)	Unknown.
		Loss of bonus from state for being part of a district.	\$125,000

3. Consolidation- Pull out of District and put public health under a director county already manages. Usually DSS but sometimes transportation.

Pro	Dollars	Con	Dollars
County would save \$ on health director salary	\$70,000-239,000	Director would need an assistant director to manage workload	Unknown
		Director and assistant director would probably not have Public Health experience. Huge learning curve. Rules/regulations, statutes, different programs, funding streams.	Unknown
County could eliminate Finance Officer and put finances under county finance	\$68,500 savings	Increased workload on county finance officer	Unknown. County finance officer would possibly need a pay increase.
County could eliminate IT Director and put IT under county IT	\$52,389 savings	Increased workload for county IT and increased HIPAA breach risks.	Unknown. HIPAA breaches can be as small as \$20,000 and as high as millions depending on the breach. Pay increase for county IT?
		Health department would lose ability to share staff during vacations/sick leave.	Loss of revenue due to clinic and Environmental Health services closure. Inability to serve citizens of the county.
		Loss of bonus from the state for being a district.	\$125,000
		Loss of buying power (bulk)	Unknown

Currently Yancey County is part of Toe River Health District. Toe River Health District consists of Yancey, Mitchell and Avery Counties. The district has been in existence since the early 1980's and has been very successful.

Toe River Health District has 55 staff across the district. Eleven of those staff are 80% time or less. Yancey County has 21 staff, Mitchell County has 15 staff, and Avery County has 14 staff. Of Yancey's 21 staff, 4 of them are School Health Center staff only, and 3 are Healthy Families America social workers.

Administration for the district consists of 1 health director, 1 finance officer, 1 part time administrative assistant, 1 IT director, and 1 billing person. Administration is currently housed in the lower level of Mitchell County Health Department to be centrally located.

Mitchell County Commissioners decided in early 2019 to explore the idea of pulling Mitchell County out of Toe River Health District. According to state statute Yancey and Avery County can remain a district without Mitchell County. When/if Mitchell County pulls out of Toe River Health District, the administration staff will move out of the lower level of Mitchell County Health Department and they will move to Yancey and Avery County Health Departments.

There are many benefits to remaining a part of Toe River Health District. Toe River Health District understands and tailors our programs to our counties unique needs. Our counties are designated as Medically Underserved which means we don't have enough health care providers for our residents. According to the Community Health Rankings 2019 report Yancey County has 1,360 residents for every 1 primary care provider. If our provider in Yancey is out on vacation or on sick leave it is possible to "borrow" our provider from Mitchell or Avery if scheduling allows. We often "borrow" nurses and clerical staff from Mitchell and Avery to make our clinics run well.

Environmental Health is a critical piece of the health district. In Yancey County we have Amy Herron who is the Onsite Program Specialist, and Devon Nelson who is our new Food and Lodging inspector. Devon has been out on maternity leave but is due to come back on October 16th. She will be responsible for the inspection of Yancey County establishments such as restaurants, schools, bed and breakfasts, day cares, nursing homes, summer camps, etc. Whenever Amy is on vacation or out sick our Mitchell County Environmental Health Specialist covers for her so progress can continue for contractors and installers. Amy and Devon would have a very difficult time doing all of the work in Yancey County alone.

When we have a Communicable Disease outbreak, like the Legionnaires Disease outbreak in Buncombe County a couple weeks ago, our Communicable Disease staff works closely with the other two counties to monitor those affected. We also share supplies since we don't keep a large quantity of some supplies that are needed during an outbreak. If the outbreak is big enough we will bring our Communicable Disease staff from Mitchell and Avery Counties to work in Yancey until it's under control.

Our IT staff is constantly working to ensure confidentiality, monitoring security threats and avoiding HIPAA violations. A HIPAA breach can cost an agency tens of thousands of dollars for a small one and in the millions of dollars for a large one.

We are very aware of budgets and costs to county governments. We are always looking for ways to cut expenses, provide more services and increase revenues. Since we changed the way we keep our finances, splitting them into three different counties, along with keeping a total Toe River Health District budget, each county now knows exactly what it costs their county for the services we provide. Our individualized financial statements also allow you to make decisions about what services you would like us to provide. Those decisions are sometimes complicated with a lot of consequences but we are always willing to sit down and have an honest and open conversation about the pros and cons.

We have positioned ourselves to be a very viable medical provider when Medicaid Transformation happens in February 2020. The state is contracting out the Medicaid program to 5 private insurance companies. We have obtained contracts with all 5 insurance companies and we've signed on under a group called Community Care Physicians Network (CCPN). CCPN has signed on hundreds of physicians' offices, health departments and other medical providers across the state. CCPN will provide us with the database system so we can collect the data that the new insurance companies and the state are going to require to provide services at our level. CCPN will also help us navigate the case management requirement that we currently don't have the capacity to provide. We are extremely lucky to have been able to sign on with CCPN and to have positioned ourselves in a way that allowed us to be at the top of the Tier structure that has been developed in the Medicaid system. I would be more than happy to talk to you more about Medicaid Transformation if you would like.

If you have any questions or concerns please don't hesitate to contact me. I am more than willing to meet in person, do it by email or on the phone. My contact information is below.

Diane Creek, Health Director

Diane.creek@toeriverhealth.org

828-688-5063- office

828-385-0582- cell

828-537-5015- home (I don't have cell service at home so please use my home number. You can also leave a message on that number)

	A	B	C	D	E
1	Program	Yancey	Mitchell	Avery	Mandated
2	Adult Health	X	X	X	
3	Child Health	X	X	X	
4	Family Planning	X	X	X	
5	STD	X	X	X	
6	WIC	X	X	X	
7	Communicable Disease	X	X	X	X
8	Vital Records	X	X	X	X
9	Environmental Health	X	X	X	X
10	Bioterrorism	X	X	X	
11	Lab	X	X	X	
12	Immunizations	X	X	X	
13	Health Promotions	X	X	X	
14	Breast/Cervical Cancer	X	X	X	
15	Maternal Health	X	X	X	
16	Care Coordination for Children	X	X	X	
17	OB Care Management	X	X	X	
18	Tb	X	X	X	
19	Breastfeeding Peer Counselor	X	X	X	
20	Admin	X	X	X	
21	School Nurses		X	X	
22	Healthy Families	X	X		
23	School Health Centers	X			
24	Rural Health- Discontinue 6/30/19	X			
25					
26	Misc. Services				
27	Commercial Drivers License	X	X	X	
28	Mobile Health Clinic	Coming	requested van	Coming	
29	MAT	Coming	Coming	Coming	
30	Accreditation	X	X	X	X
31					

	A	B	C	D	E
32	Misc. Services cont.	Yancey	Mitchell	Avery	Mandated
33	Community Health Assessment	X	X	X	X
34	Rabies Investigation	X	X	X	X
35	Car seat installation	X	X	X	
36	Free car seats	X	X	X	
37	Puberty classes in the schools	X	X	X	
38	Child Fatality Prevention Team	X	X	X	
39	Flu Clinics in the community	X	X	X	
40	Pre-K and Kindergarten screening	X	X	X	
41	Transportation Rodeo health screens	X	X	X	
42	Preceptorship for MPH students	X	X	X	
43	Preceptorship for RN's, FNP's	X	X	X	
44	Emergency Preparedness activities/plans/exercises	X	X	X	
45	Triple P Parenting program	X	X	X	
46	SIDS Counselors	X	X	X	