

**Minutes of the 10 November 2014
Regular Meeting of the Yancey County Board of Commissioners
Held at 6:00 o'clock p.m. in the Yancey County Courtroom
Yancey County Courthouse, Burnsville, North Carolina**

Present at the 10 November 2014 meeting of the Yancey County Board of Commissioners were: Chairman Johnny Riddle, Commissioner Jill Austin, Commissioner Jim Edwards, Commissioner Randy Ollis, Commissioner Jeff Whitson, County Manager Nathan Bennett, Clerk to the Board Jason Robinson, County Attorney Donny Laws, members of the media, and members of the general public.

Call to Order and Approval of Agenda

Chairman Riddle called the meeting to order. Chairman Riddle then asked Commissioner Edwards to deliver the invocation. After the invocation Chairman Riddle led the Pledge of Allegiance. Chairman Riddle then asked for a motion to approve the agenda. Commissioner Ollis asked that a closed session be added at the end of the agenda for a personnel matter. With the agenda amended to include the closed session, Commissioner Ollis made a motion to approve the agenda and it was seconded by Commissioner Austin. The vote to approve was unanimous (Attachment A).

Public Comment

The Board first heard from Mayland Community College President Dr. John Boyd who gave the Board calendars from Mayland's Adult Education Department and invited the Board to his home for the annual Christmas social. The Board next heard from Tom Robinson who spoke about the evils of the federal reserve and his belief it is unconstitutional.

Consent Agenda

The Board next moved to the consent agenda portion of the agenda. On the consent agenda for November were the approval of the October 13th regular meeting minutes and the October 28th special meeting minutes. Also included in the consent agenda was a request by the tax department for two refunds (Attachment B). Finally, on the consent agenda was the October tax collection report (Attachment C). Upon hearing the items on the consent agenda, Commissioner Whitson made a motion to approve the consent agenda and it was seconded by Commissioner Ollis. The vote to approve was unanimous.

Yancey County Transportation Authority 5310 and 5311 Grants

The Board next heard from Mrs. Lynn Austin, YCTA Director. Mrs. Austin informed the Board that it was once again time for the 5310 and 5311 grants. According to Ms. Austin, the 5310 grant pays for one van and driver along with all of the maintenance for that van and all of the fringe benefits for the driver. This van is currently being used for dialysis patients as well as to transport patients to their doctor appointments. In addition the 5311 Grant provides funds for the administration of YCTA. The grant provides 85% of the salaries for the employees as well as some capital needs funding. The grant also pays insurance for the vans and the employees. Upon hearing from Mrs. Austin, Chairman Riddle opened the floor for a public hearing concerning the 5310 and 5311 grants. Having no public comment, Commissioner Whitson made a motion to close the public hearing and it was seconded by Commissioner Austin. The vote to close the public hearing was unanimous. Commissioner Whitson then asked Ms. Austin and County Manager Nathan Bennett about the process to dispose of surplus vans. Mr. Bennett stated that the County uses GovDeals (an online auction site) to dispose of surplus property. Chairman Riddle then asked for a motion to approve the application of the YCTA for the 5310 and 5311 grants. Commissioner Ollis made a motion to approve the application and it was seconded by Commissioner Edwards. The vote to approve was unanimous (Attachment D).

by Commissioner Ollis. The vote to approve was unanimous. Mr. Bennett also updated that Board that the fishing pier at Cane River Park is complete as well as 19 benches are to be installed that have been sold through Buck Stove. Mr. Bennett additionally updated the Board that the former US Forest Service property has been found to have legal access and the purchase agreement was executed.

County Attorney Business

County Attorney Donny Laws stated that he had two updates for the Board. The first item that Mr. Laws stated that he needed was a satisfaction agreement on two pieces of property. According to Mr. Laws, when the County assists people with housing repairs and replacements through the Community Development Block Grant (CDBG) and the Crisis Housing Assistance Fund (CHAF), these programs require the property to have a Deed of Trust for a specified amount of time. Two of these properties that the County currently holds deeds of trust to have fulfilled the specified amount of time required and need to have a Satisfaction of Security filed to release the Deed of Trust. Upon hearing from Mr. Laws, Commissioner Whitson made a motion to execute the satisfaction of security instruments. The motion was seconded by Commissioner Austin and the vote to approve was unanimous (Attachment E). Mr. Laws also stated that the latest offer for the former Tiny Town Daycare was rejected.

Commissioner Business

Commissioner Ollis stated that all of the Board was invited to the adoption celebration on November 24th at 6:00 pm at the First Baptist Church. Commissioner Edwards then stated that it has been an honor to serve on the Board of County Commissioners and the citizens of Yancey County over the last two years. Chairman Riddle stated that it had been an honor to serve with Commissioner Edwards.

Closed Session

Commissioner Ollis then made a motion to go into closed session pursuant to NCGS 143-318.11(a)(6) to discuss personnel. The motion was seconded by Commissioner Edwards and the vote to go into closed session was unanimous.

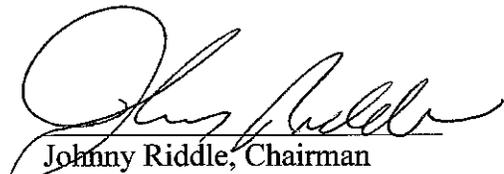
Upon coming out of closed session the Board took no action.

Adjournment

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

Approved and authenticated on this the _____ 8th _____ day of December 2014.

Attest: 


Johnny Riddle, Chairman


Bill Austin, Vice-Chairman

Attachment A



AGENDA
YANCEY COUNTY BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING
November 10, 2014
6:00 P.M.

- I. Call to Order – Chairman Johnny Riddle
- II. Invocation, Pledge of Allegiance to the Flag
- III. Approval of the Agenda
- IV. Public Comment
- V. Consent Agenda
 - a. Approval of the Minutes – October 13th Regular Meeting, October 28th Special Meeting
 - b. Tax Department Refunds
 - c. October Tax Collection Report – Informational
- VI. Yancey County Transportation Authority – Lynn Austin, Director
 - a. 2015 5310, 5311, Appalachian Regional Commission (ARC) Grants Overview
 - b. PUBLIC HEARING
- VII. County Manager’s Report – Nathan Bennett, County Manager
 - a. Shared Leave Request
 - b. General Update
- VIII. County Attorney Report – Donny Laws, County Attorney
 - a. Satisfaction Authorization
- IX. County Commissioners Report
- X. Adjourn

Attachment B



YANCEY COUNTY TAX OFFICE

September 19, 2014

N.C.G.S 105-381 Taxpayers remedies:

It has been brought to my attention, by Bill & Candy Martin, that the tax office has been assessing their acreage as a 1.00 acre lot when you look at the plat in reality it is 0.50 acres.

Attached you will find the letter from Bill & Candace Martin, requesting the refund under N.C.G.S. 105-287(3) (Taxpayer remedies)

(3) If a tax has been paid, the taxpayer, at any time within five years after said tax first became due or within six months from the date of payment of such tax, whichever is the later date, may make a demand for a refund of the tax paid by submitting to the governing body of the taxing unit a written statement of his defense and a request for refund thereof.

The amount of the refund being requested by taxpayer is:

2010 = \$44.00

2011 = \$ 44.00

2012 = \$ 44.00

2013 = \$ 44.00

TOTAL= \$176.00

Thank you on behalf of myself and the Martins in your consideration of this matter.

Sincerely,

Jeff Boone
Yancey County
Tax Administrator

September 5, 2014

Re: Parcel ID: 986204516361000

Mr. Jeff Boone -

We have owned a house at 240 Upper Hawn in Wolf Laurel for over eight years. It came to our attention that the lot size was described as being 1 acre in Yancey County tax records. You changed this to $\frac{1}{2}$ acre as it should be. We have been overpaying taxes for several years because of this inaccuracy. We would like a refund on this overpayment. Your help in this matter will be greatly appreciated.

Sincerely yours,

Bill and Candy Mantun
323 Wildwood Dr.
Burnsville, N.C. 28714

Cell: 704-560-0538

240 UPPER HAW DR PARCEL ID: 986204516361000 MAP/CODE/LOT # 03000 01872-3 CLASS: R STATE CLASS: 511 CARD #: 1 OF 1

CURRENT OWNER/ADDRESS: MARTIN, BILL E & CANDACE P ETA ZONING: LAND DATA: TYPE SIZE RATE INFLUENCE FACTORS NBHD ID: 303.00 LIVING UNITS: 1 VALUE FLAG: COST

523 WILLOW DR BURNSVILLE NC 28714 PRIMARY 0.500 144,000 LOCATION 60 72,000 LAND 80,000 72,000 FARM USE 126,050 126,050 TOTAL 206,050 198,050

DEED BOOK: 520 DEED PAGE: 147 DEED DATE: 20060418

DATE	TYPE	PRICE	VALID	BOOK/PAGE	TOTAL ACRES	TOTAL LAND VALUE	ADDITION DATA:
20060418	\$2	197,500	0	520-147	0.500	72,000	19981111 002 SIGNATURE
19920616	\$2		A	235-51			19990730 001 NOT AT HOME
19920616	\$2		A	235-49			

PERMIT DATA	DATE	NUMBER	PURPOSE	COST
	19920616			

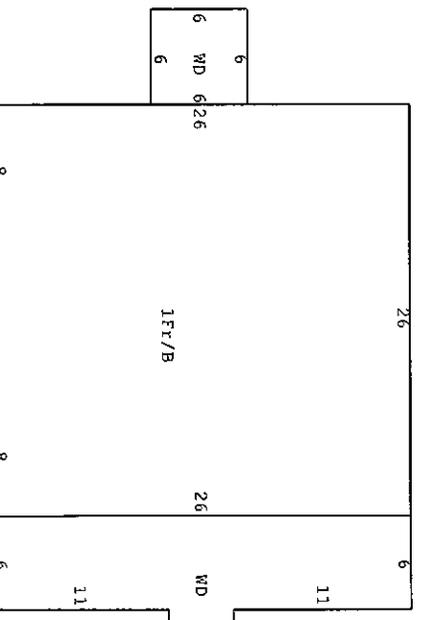
DWELLING DATA: Story Ht. 1.00 Style: CONTEMPORARY Walls: FRAME Bedrooms: 2 Total Rooms: 5 Basement: FULL Attic: NONE Full Baths: 2 Half Baths: 0 Add'l Fixtures: 0 Heating System: HOT AIR Heating System: OIL Fin. Bsmt. Living Area: 716 Basement Rec Room Area: 1 Total Fireplace: 1 Basement Garage (# Cars): 1 Ground Flr Area: 716 True GFA 716 TOP LIVING AREA: 716 True TLA 1432 Quality Grade: C- Condition: AV Year Built: 1972 Effic. Year Built: 1972 AV CDU: AV

COST APPROACH COMPUTATIONS

Base Price	61,240
Plumbing	3000
Additions	2800
Unfin. Area	
Basement	12,320
Attic	
Heat/AC Adj.	
FMLA	24,340
Rec Rm	
Fireplace	2,400
Bsmt. Gar.	
SUBTOTAL	106,100
Grade Factor	0.90
C & D factor	65
TOTAL RCN	\$157,560
% Good	0.80
Market Adj.	
TOTAL RCMLD	\$126,050

OUTBUILDING DATA

Type	Qty	Yr	Size1	Size2	Grd	Cond	Value



NOTES:

LOT 910 WL EST
ACREAGE WAS WRONG ON TAX
CARD. AFTER PULLING DEED AND
PLOTING IT IS 0.500 ACRES

MISC. OUTBUILDING TO

2568379-3344-1-1*

YANCEY COUNTY TAX OFFICE
COURT HOUSE ROOM 1
110 TOWN SQ
BURNSVILLE NC 28714-2906



2014 PROPERTY TAX NOTICE

PROPERTY SOLD: Real property tax bills are sent to the owner as of January 1. If you have sold this property since January 1, you need to forward this bill to the new owner.

INTEREST accrues at the rate of 2% for January and 3/4 of 1 percent for each following month.

PARTIAL PAYMENTS: For your convenience, partial payments will be accepted. Account must be paid in full by January 5, 2015.

FAILURE TO PAY: Delinquent taxes are subject to garnishment of wages, attachment of bank accounts or rents received, levy on personal property and foreclosure proceedings AFTER Jan. 5, 2015.

ESCROW MORTGAGE ACCOUNT: The property owner is responsible for ensuring full payment of this obligation. If funds are held in escrow to pay this notice, forward to the appropriate mortgage holder.

VALUE NOTIFICATION: If prior written notification of value has not been given, this bill serves as notification of value of personal property. Appeals of value, situs or taxability of personal property must be made within 30 days of this notice. N.C.G.S. 105-317.1.c

RETURNED CHECKS will incur a penalty, being the greater of 10% of the amount of the check or \$25.00. N.C.G.S. 105-357(2)

*****AUTO**5-DIGIT 28714
2568379 8617-PTN 3344 1 1 1



MARTIN, BILL E & CANDACE P ETA
523 WILDWOOD DR
BURNSVILLE NC 28714-0106



PARCEL IDENTIFIER	BILL NUMBER	DUE DATE	DELINQUENT AFTER
986204516361000	09576	09-01-2014	01-05-2015
HOW YOUR TAX DOLLARS ARE SPENT		Location: 240 UPPER HAW DR	
HUMAN SERVICES	24%	Lots/Acres: 1.00	
PUBLIC SAFETY	20%	Real Estate Value: \$206,050	
PUBLIC EDUCATION	20%	Personal Property Value:	
GENERAL GOVERNMENT	18%	Exemption Value:	
ENVIRONMENTAL PROTECTION	9%	Total Taxable Value: \$206,050	
LONG-TERM DEBT, GRANTS	3%		
CULTURAL & RECREATIONAL	3%		
ECONOMIC & PHYSICAL DEVELOPMENT	3%		
TAXES PAST DUE		The amount to the left indicates the amount of tax due for prior years on this parcel. Interest continues to accrue. This amount does not include current year taxes which are shown to the right.	
		TAXING DISTRICT	RATE PER \$100 VALUE
		County Tax	0.500
		Egypt Fire	0.050
		AMOUNT DUE	
		IF PAID IN AUGUST - PAY \$1,110.61	
		TOTAL DUE SEPT - JAN 5 \$1,133.28	

8617PTN 07/07/14 FMS Reflux Blue K 3.5

Questions concerning billing should be directed to the following numbers: Tax Collector: Phone: (828) 682-2197 Fax: (828) 682-4817 and Assessor or valuation questions at: Phone: (828) 682-2198 Fax: (828) 682-4817
Office hours: 8:30 am - 5:00 pm Monday thru Friday - Location: Yancey County Tax Collector-110 Town Square Room 1, Burnsville, NC 28714
PLEASE USE OUR DROP BOX FOR PAYMENTS. IT IS LOCATED AT THE TOP OF THE SIDEWALK NEAR THE NU-WRAY INN

↓ PLEASE RETURN LOWER PORTION WITH PAYMENT ↓

2014 PROPERTY TAX NOTICE

PARCEL ID	BILL NUMBER	IF PAID IN AUGUST - PAY	DELINQUENT AFTER
986204516361000	09576	\$1,110.61	01-05-2015
DESCRIPTION	240 UPPER HAW DR	TOTAL DUE SEPT - JAN 5	AMOUNT PAID
Taxpayer and payment information on reverse side		\$1,133.28	

PLEASE MARK CHANGE OF ADDRESS ON REVERSE

MAKE CHECK PAYABLE & REMIT TO:

Original

MARTIN, BILL E & CANDACE P ETA
523 WILDWOOD DR
BURNSVILLE NC 28714-0106

YANCEY COUNTY TAX OFFICE
COURT HOUSE ROOM 1
110 TOWN SQ
BURNSVILLE NC 28714-2906





Yancey County Tax Office
110 Town Square
Room 1
Burnsville, NC 28714

MARTIN, BILL E & CANDACE P ETA
523 WILDWOOD DR
BURNSVILLE, NC 28714

2014

PROPERTY TAX NOTICE

PROPERTY SOLD: Real property bills are sent to the owner as of January 1. If you have sold this property since January 1 you may need to forward this bill to the new owner.

ESCROW/MORTGAGE ACCOUNTS: The property owner is responsible for ensuring full payment of this obligation. If funds are held in escrow to pay this notice, forward to the appropriate mortgage holder.

PERSONAL PROPERTY: A taxpayer may appeal the value, situs, or taxability of the personal property 30 days from the initial notice of value.

FAILURE TO PAY: Delinquent taxes are subject to garnishment of wages, attachment of monies on deposit or rents received, levy on personal property, and foreclosure proceeding AFTER 01-05-2015

INTEREST accrues at the rate of 2% for January and 3/4% the first day of each month thereafter until paid.

Account Number	Bill Number	Due Date	Delinquent After
000032992	09576	09-01-2014	01-05-2015

Map #: 986204516361000
Location: 240 UPPER HAW DR
Acreage: 1.00
Building Value: \$126,050.00
Land Value: \$80,000.00

Real estate value: \$206,050.00
Real estate exemption: \$0.00
Real estate exclusion: \$0.00
Real estate deferred: \$0.00
Personal property value: \$0.00
Personal property exemption: \$0.00

206,050.00 ÷
100-008
0-55=
1,133-28*

*1.00
ave*

Description	Rate per \$100 value	Amount Due
Yancey County Tax Office Tax	0.500	\$1,030.25
Fire Tax	0.050	\$103.03
Original Levy	--	\$1,133.28
Payments/Releases	--	\$-44.00
TOTAL DUE		\$1,089.28

NORTH CAROLINA GENERAL STATUTE OR 10% OF THE AMOUNT OF THE CHIEF RETURNED BY THE BANK BECAUSE OF AN ACCOUNT. TAX RECEIPTS ARE CLEAR THE BANK.

Questions concerning property values - C Payment Questions - Contact Tax Collect Office Hours 8:00 a.m. - 5:00 p.m. Phone

Credit/debit card payments are accepted 2197. A convenience fee will be charged, usually the next business day.

1,133-28* ÷
100-008
0-55=
1,089-28*

*0.50
ave*

*Revised
Bill*

deferred

1,133-28* ÷
1,089-28 ÷
44-00 *

PLEASE RETAIN ABOVE PORTION FOR YOUR RECORDS

Account Number	Bill Number	Due Date	Delinquent After	Total Amount Due
000032992	09576	09-01-2014	01-05-2015	\$1,089.28

PLEASE RETURN THIS PORTION WITH PAYMENT

Map
9862
Loc
UPP

*Released
2014*

10 44-00* ÷
11- 44-00 ÷
12- 44-00 ÷
13- 44-00 ÷
176-00 *

2014 PROPERTY TAX NOTICE

MAKE CHECK PAY

TO CHANGE YOUR MAILING ADDRESS, PLEASE FILL IN YOUR NEW ADDRESS BELOW

NAME: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
PHONE NO: _____
EMPLOYER: _____

Yancey County Tax Office
110 Town Square
Room 1
Burnsville, NC 28714



YANCEY COUNTY TAX OFFICE

September 19, 2014

N.C.G.S 105-381 Taxpayers remedies:

It has been brought to my attention, by Chloe Ella Ray, that the tax office has been taxing the same structure on two separate parcels. Chloe Ella Ray was recently in the office paying her 2014 taxes and asked us to help her see if she was by chance being taxed twice on a mobile home. After research this for her, it was found that she was paying taxes on the mobile home on two separate tax parcels.

Attached you will find the letter from Chloe Ella Ray, requesting the refund under N.C.G.S. 105-287(3) (Taxpayer remedies)

(3) If a tax has been paid, the taxpayer, at any time within five years after said tax first became due or within six months from the date of payment of such tax, whichever is the later date, may make a demand for a refund of the tax paid by submitting to the governing body of the taxing unit a written statement of his defense and a request for refund thereof.

The amount of the refund being requested by taxpayer is

2012 = \$ 106.47
2013 = \$ 122.65
TOTAL= \$229.12

Thank you on behalf of myself and Chloe Ella Ray in your consideration of this matter.

Sincerely,

Jeff Boone
Yancey County
Tax Administrator

To whom it May Concern,

Please review the attached information regarding the over-charge of taxes for 2012 & 2013. I would like to request a refund for tax year 2012 & 2013. Thank you so much for your assistance in this matter.

Sincerely,

Chloe Ella Ray
Hardy Ray Denton

Yancey County Tax Office
110 Town Square

Tax Payment Receipt

09/11/2012 12:00 AM
Receipt # 215906
Batch # 6245

000

0.00 *

8-22-14

2012 Bill
amt. Pd.

J.L.

106.47*+
122.65 + '8714

002

229.12 *

Refund
amt. ↑

Name	Address	Map #	Applied Payment	Remaining
12414 RAY, CHLOE ELLA	n/a	-	\$106.47	\$0.00

000

0.00 *

Payment(s)

Type	Paid By	Check #	Details	Amount	Fee Amount
Check	RAY, CHLOE ELLA	8880		\$106.47	\$0.00

Total Payments
\$106.47
Total Fees
\$0.00
Grand Total Paid
\$106.47

8/25/14

Refund for 2012 + 2013
pd. taxes on mobile home
that was also billed + pd.
on PIN # 081012967756000.
Doublewide was attached to this
PIN # + pd. Bill for 12 + 13.
for doublewide only was billed in
ever. Jonda Thomas

Yancey County Tax Office
110 Town Square
Burnsville, NC 28714
8286822197

Tax Payment Receipt

12/11/2013 12:00 AM
Receipt # 239321
Batch # 6720

*2013 Bill
Amt. Pd.*

RAY, CHLOE ELLA
272 HICKORY LN
BURNSVILLE, NC 28714

Bill(s) Paid

Account #	Year	Bill #	Name	Address	Map #	Applied Payment	Remaining
000015375	2013	N2013012487	RAY, CHLOE ELLA	n/a	-	\$122.65	\$0.00

Payment(s)

Type	Paid By	Check #	Details	Amount	Fee Amount
Check	RAY, CHLOE ELLA	9290		\$122.65	\$0.00

Total Payments
\$122.65
Total Fees
\$0.00
Grand Total Paid
\$122.65



Yancey County Tax Office
 110 Town Square
 Room 1
 Burnsville, NC 28714

2014

PROPERTY TAX NOTICE

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ESCROW/MORTGAGE ACCOUNTS: The property owner is responsible for ensuring full payment of this obligation. If funds are held in escrow to pay this notice, forward to the appropriate mortgage holder.

PERSONAL PROPERTY: A taxpayer may appeal the value, situs, or taxability of the personal property 30 days from the initial notice of value.

FAILURE TO PAY: Delinquent taxes are subject to garnishment of wages, attachment of monies on deposit or rents received, levy on personal property, and foreclosure proceeding AFTER 01-05-2015

INTEREST accrues at the rate of 2% for January and 3/4% the first day of each month thereafter until paid.

RAY, CHLOE ELLA
 272 HICKORY LN
 BURNSVILLE, NC 28714

Account Number	Bill Number	Due Date	Delinquent After
000015375	12700	09-01-2014	01-05-2015

Real estate value: \$0.00
 Real estate exemption: \$0.00
 Real estate exclusion: \$0.00
 Real estate deferred: \$0.00
 Personal property value: \$19,590.00
 Personal property exemption: \$0.00

Description	Rate per \$100 value	Amount Due
Yancey County Tax Office Tax	0.500	\$97.95
Original Levy	--	\$97.95
Payments/Releases	--	\$-97.95
TOTAL DUE		\$0.00

NORTH CAROLINA GENERAL STATUTE 105-357 PROVIDES A PENALTY OF \$25.00 OR 10% OF THE AMOUNT OF THE CHECK, WHICH EVER IS HIGHER, ON CHECKS RETURNED BY THE BANK BECAUSE OF INSUFFICIENT FUNDS OR NONEXISTENCE OF AN ACCOUNT. TAX RECEIPTS ARE NULL AND VOID IF PAYMENT FAILS TO CLEAR THE BANK.

Questions concerning property values - Contact Assessor's Office
 Payment Questions - Contact Tax Collector's Office
 Office Hours 8:00 a.m. - 5:00 p.m. Phone number: (828) 682-2197

Credit/debit card payments are accepted at the tax office and online at or call (828) 682-2197. A convenience fee will be charged. Payments are not posted until data is received, usually the next business day.

PLEASE RETAIN ABOVE PORTION FOR YOUR RECORDS

Account Number	Bill Number	Due Date	Delinquent After	Total Amount Due
000015375	12700	09-01-2014	01-05-2015	\$0.00

PLEASE RETURN THIS PORTION WITH PAYMENT

2014 PROPERTY TAX NOTICE

TO CHANGE YOUR MAILING ADDRESS, PLEASE FILL IN YOUR NEW ADDRESS BELOW

NAME: _____
 ADDRESS: _____
 CITY: _____ STATE: _____ ZIP: _____
 PHONE NO: _____
 EMPLOYER: _____

MAKE CHECK PAYABLE AND REMIT TO:

Yancey County Tax Office
 110 Town Square
 Room 1
 Burnsville, NC 28714

Account #		Taxpayer			Bill #	Tax Year	Parcel #		
000015375		RAY, CHLOE ELLA			12700	2014			
Date	County Tax	District Tax	Interest	Penalties	Cost of Advertising	Payment	Total	Total Due	
07/22/2014	\$97.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$97.95	\$97.95	
08/21/2014	\$-97.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$-97.95	\$0.00	
Total:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	

2014 Tax Bill
 on mobile phone
 "Released"

Sandy Depton
 411 Jack Sharp Drive
 Seymore, TN
 37865

Sandy Depton
 (423) 341-4114

Attachment C
YANCEY COUNTY TAX ADMINISTRATION

End of Month Breakout
View Posted Payments in Date Range 10/01/2014 to 10/31/2014 for Vehicle

Description	Amount
Vehicle Payments	
County Vehicle Tax Payments 2014	\$137.99
County Vehicle Tax Payments 2013	\$3,468.06
County Vehicle Tax Payments 2012	\$298.79
County Vehicle Tax Payments 2011	
County Vehicle Tax Payments 2010	
County Vehicle Tax Payments 2009	
County Vehicle Tax Payments 2008	
County Vehicle Tax Payments 2007	
County Vehicle Tax Payments 2006	
County Vehicle Tax Payments 2005	
County Vehicle Tax Payments 2004	
County Vehicle Interest	\$321.22
County Vehicle Total Payments	\$4,226.06
Burnsville VFD Vehicle Tax	\$150.22
South Toe VFD Vehicle Tax	\$51.25
Newdale VFD Vehicle Tax	\$116.70
West Yancey VFD Vehicle Tax	\$56.33
Egypt/Ramseytown VFD Vehicle Tax	\$8.42
Clearmont VFD Vehicle Tax	\$45.84
Double Island VFD Vehicle Tax	\$4.15
Pensacola VFD Vehicle Tax	\$3.18
VFD Vehicle Interest	\$35.95
VFD Vehicle Total Payments	\$472.04
Town of Burnsville Vehicle Tax	\$49.91
Town of Burnsville Vehicle Interest	\$4.11
Town of Burnsville Vehicle Total Payment	\$54.02
State Vehicle Interest	\$127.05
Vehicle Total Payments	\$4,879.17
Vehicle BankCard Amount	\$315.71
Vehicle BankCard Fee	

11/03/2014

BIS/Property

Posting Report
2014-10-01 to 2014-10-31

I. Tax Collections + Releases

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
2003	\$229.50	\$0.00	\$0.00	\$22.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$252.45
2004	\$139.00	\$0.00	\$0.00	\$13.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$152.90
2005	\$172.00	\$0.00	\$2.64	\$13.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$188.54
2006	\$165.00	\$0.00	\$2.08	\$13.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$180.98
2007	\$165.00	\$0.00	\$2.08	\$13.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$180.98
2008	\$315.09	\$0.00	\$11.68	\$20.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$347.18
2009	\$395.10	\$0.00	\$11.68	\$29.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$436.08
2010	\$396.56	\$0.00	\$11.68	\$29.30	\$0.00	\$8.88	\$0.00	\$0.00	\$0.00	\$446.42
2011	\$1,336.09	\$0.00	\$11.68	\$29.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,377.07
2012	\$1,556.17	\$8.34	\$26.94	\$29.30	\$0.00	\$0.00	\$0.00	\$17.16	\$0.00	\$1,637.91
2013	\$18,224.88	\$49.42	\$126.76	\$33.05	\$153.11	\$90.03	\$39.58	\$30.62	\$0.00	\$18,747.45
2014	\$327,261.40	\$3,338.61	\$5,590.28	\$4,262.83	\$2,946.41	\$1,964.33	\$4,302.29	\$9,658.90	\$2,291.46	\$361,616.51
TOTAL	\$350,355.79	\$3,396.37	\$5,797.50	\$4,512.04	\$3,099.52	\$2,063.24	\$4,341.87	\$9,706.68	\$2,291.46	\$385,564.47

II. Releases

	Current Year	Prior Year	TOTAL
General Fund	\$6,163.93	\$3,204.99	\$9,368.92
Burnsville	\$5.41	\$0.00	\$5.41
West Yancey	\$464.99	\$76.88	\$541.87
Egypt/Ramseytown	\$29.30	\$245.46	\$274.76
Clearmont	\$11.25	\$0.00	\$11.25
Double Island	\$0.00	\$0.00	\$0.00
Newdale	\$27.80	\$0.00	\$27.80
South Toe	\$0.00	\$0.00	\$0.00
Pensacola	\$0.00	\$0.00	\$0.00
TOTAL	\$6,702.68	\$3,527.33	\$10,230.01

III. Net Tax Collections

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
TOTAL	\$340,986.87	\$3,390.96	\$5,255.63	\$4,237.28	\$3,088.27	\$2,063.24	\$4,314.07	\$9,706.68	\$2,291.46	\$375,334.46

Transaction Type Report

2014-10-01 to 2014-10-31

Year	General	Fire	Late	Principal	Interest	Advertising Cost	Legal Cost	Total
2010	\$1.46	\$8.88	\$0.00	\$10.34	\$10.60	\$0.00	\$0.00	\$20.94
2011	\$940.99	\$0.00	\$0.00	\$940.99	\$177.86	\$0.00	\$0.00	\$1,118.85
2012	\$1,161.07	\$40.76	\$0.00	\$1,201.83	\$118.73	\$12.00	\$100.00	\$1,432.56
2013	\$17,785.88	\$481.59	\$0.00	\$18,267.47	\$597.61	\$83.27	\$0.00	\$18,948.35
2014	\$321,097.47	\$33,816.36	\$2,186.43	\$357,100.26	\$0.00	\$0.00	\$0.00	\$357,100.26
TOTAL	\$340,986.87	\$34,347.59	\$2,186.43	\$377,520.89	\$904.80	\$95.27	\$100.00	\$378,620.96

Adjustment / Release Report

2014-10-01 to 2014-10-31

Year	General	Late	Principal	Interest	Advertising Cost	Legal Cost	Fire	Amount Due	County Net
2003	\$229.50	\$0.00	\$229.50	\$284.04	\$15.50	\$0.00	\$22.95	\$551.99	\$529.04
2004	\$139.00	\$0.00	\$139.00	\$356.63	\$7.00	\$967.15	\$13.90	\$1,483.68	\$1,469.78
2005	\$172.00	\$0.00	\$172.00	\$156.49	\$10.50	\$0.00	\$16.54	\$355.53	\$338.99
2006	\$165.00	\$0.00	\$165.00	\$135.86	\$10.50	\$0.00	\$15.98	\$327.34	\$311.36
2007	\$165.00	\$0.00	\$165.00	\$116.82	\$10.50	\$0.00	\$15.98	\$308.30	\$292.32
2008	\$315.09	\$0.00	\$315.09	\$184.99	\$12.00	\$0.00	\$32.09	\$544.17	\$512.08
2009	\$395.10	\$0.00	\$395.10	\$201.59	\$16.00	\$0.00	\$40.98	\$653.67	\$612.69
2010	\$395.10	\$0.00	\$395.10	\$160.91	\$16.00	\$0.00	\$40.98	\$612.99	\$572.01
2011	\$395.10	\$0.00	\$395.10	\$120.11	\$16.00	\$0.00	\$40.98	\$572.19	\$531.21
2012	\$395.10	\$0.00	\$395.10	\$601.28	\$16.00	\$4,668.38	\$40.98	\$5,721.74	\$5,680.76
2013	\$439.00	\$0.00	\$439.00	\$87.29	\$24.00	\$-6,897.88	\$40.98	\$-6,306.61	\$-6,347.59
2014	\$6,163.93	\$1,674.02	\$7,837.95	\$0.00	\$0.00	\$0.00	\$538.75	\$8,376.70	\$7,837.95
TOTAL	\$9,368.92	\$1,674.02	\$11,042.94	\$2,406.01	\$154.00	\$-1,262.35	\$861.09	\$13,201.69	\$12,340.60

Collections Receipts Report

2014-10-01 to 2014-10-31

Total general tax	\$340,986.87
Total fire tax	\$34,347.59
Total late tax	\$2,186.43
<hr/>	
Total principal	\$377,520.89
Total interest	\$904.80
Total cost of advertising	\$95.27
Total legal	\$100.00
Total check overpayments	\$0.00
Total Prepaid Payments	\$200.00
Total Prepaid Applied	\$0.00
<hr/>	
Total misc	\$1,300.07
<hr/>	
Grand total receipts	\$378,820.96

District Payment Report

2014-10-01 to 2014-10-31

Year	District Code	District Name	Amount
2010	017	BRUSH CREEK FIRE DISTRICT	\$8.88
2012	011	BURNSVILLE FIRE DISTRICT	\$8.34
2012	012	CANE RIVER FIRE DISTRICT	\$15.26
2012	019	SOUTH TOE FIRE DISTRICT	\$17.16
2013	011	BURNSVILLE FIRE DISTRICT	\$49.42
2013	012	CANE RIVER FIRE DISTRICT	\$115.08
2013	013	EGYPT FIRE DISTRICT	\$3.75
2013	015	GREEN MOUNTAIN FIRE DISTRICT	\$153.11
2013	017	BRUSH CREEK FIRE DISTRICT	\$90.03
2013	018	CRABTREE FIRE DISTRICT	\$39.58
2013	019	SOUTH TOE FIRE DISTRICT	\$30.62
2014	011	BURNSVILLE FIRE DISTRICT	\$3,333.20
2014	012	CANE RIVER FIRE DISTRICT	\$1,622.40
2014	013	EGYPT FIRE DISTRICT	\$2,723.11
2014	014	RAMSEYTOWN FIRE DISTRICT	\$1,510.42
2014	015	GREEN MOUNTAIN FIRE DISTRICT	\$550.69
2014	016	JACKS CREEK FIRE DISTRICT	\$2,384.47
2014	017	BRUSH CREEK FIRE DISTRICT	\$1,964.33
2014	018	CRABTREE FIRE DISTRICT	\$4,274.49
2014	019	SOUTH TOE FIRE DISTRICT	\$9,658.90
2014	020	PENSACOLA FIRE DISTRICT	\$2,291.46
2014	021	PRICES CREEK FIRE DISTRICT	\$3,502.89
TOTAL			\$34,347.59

Outstanding Balances Report

As of 2014-10-31

Year	Amount	County	District	Interest	Advertising	Penalties
2003	\$13,244.18	\$5,655.63	\$543.57	\$6,736.47	\$299.00	\$9.51
2004	\$4,811.96	\$2,232.10	\$224.64	\$2,278.22	\$77.00	\$0.00
2005	\$15,922.77	\$7,737.67	\$657.53	\$7,050.12	\$98.00	\$379.45
2006	\$17,994.53	\$9,265.60	\$855.40	\$7,379.98	\$122.50	\$371.05
2007	\$15,727.15	\$8,335.63	\$765.04	\$6,003.12	\$126.00	\$497.36
2008	\$21,172.13	\$12,308.57	\$1,171.80	\$7,290.75	\$164.00	\$237.01
2009	\$25,602.81	\$16,274.22	\$1,527.55	\$7,589.04	\$212.00	\$0.00
2010	\$39,810.57	\$26,687.71	\$2,743.97	\$10,070.89	\$308.00	\$0.00
2011	\$78,903.90	\$51,071.64	\$5,049.87	\$14,782.15	\$388.00	\$23.46
2012	\$131,225.85	\$77,869.70	\$7,322.52	\$17,507.01	\$692.51	\$287.82
2013	\$336,156.44	\$275,039.27	\$23,680.80	\$25,699.14	\$3,365.12	\$17.99
2014	\$4,352,473.77	\$3,961,786.79	\$381,330.31	\$0.00	\$0.00	\$7,374.58
Total	\$5,053,046.06	\$4,454,264.53	\$425,873.00	\$112,386.89	\$5,852.13	\$9,198.23

Yancey County Tax Office

Run Date: 2014-11-03

County/District Collection Percentage Report
As of: 2014-10-31

2014

County

Net Levy \$	Collections \$	Collections %
11,879,344.00	7,917,557.21	66.65

Districts

Name	Net Levy \$	Collections \$	Collections %
000 - NONE	20.84	0.00	0.00
011 - BURNSVILLE FIRE DISTRICT	156,906.15	96,406.50	61.45
012 - CANE RIVER FIRE DISTRICT	68,412.18	49,100.86	71.78
013 - EGYPT FIRE DISTRICT	92,011.65	62,654.74	68.10
014 - RAMSEYTOWN FIRE DISTRICT	24,236.12	15,286.46	63.08
015 - GREEN MOUNTAIN FIRE DISTRICT	30,777.23	20,736.05	67.38
016 - JACKS CREEK FIRE DISTRICT	72,659.27	51,022.85	70.23
017 - BRUSH CREEK FIRE DISTRICT	48,116.75	30,518.27	67.65
018 - CRABTREE FIRE DISTRICT	146,132.68	96,613.88	66.12
019 - SOUTH TOE FIRE DISTRICT	211,773.40	147,705.88	69.75
020 - PENSACOLA FIRE DISTRICT	90,722.90	56,238.87	61.99
021 - PRICES CREEK FIRE DISTRICT	220,278.27	151,432.77	68.75

District Totals

Net Levy \$	Collections \$	Collections %
1,159,047.44	777,717.13	67.10

PRICES CREEK FIRE DISTRICT Vehicle Tax \$526.86
\$49.52 \$266.74 \$210.60

County Vehicle Interest \$8,216.39
\$5.22 \$3,143.41 \$5,067.76

TOWN OF BURNSVILLE Vehicle Interest \$710.90
\$231.35 \$479.55

BURNSVILLE FIRE DISTRICT Vehicle Interest \$178.47
\$0.03 \$60.66 \$117.78

CANE RIVER FIRE DISTRICT Vehicle Interest \$62.11
\$20.56 \$41.55

EGYPT FIRE DISTRICT Vehicle Interest \$25.82
\$11.65 \$14.17

RAMSEYTOWN FIRE DISTRICT Vehicle Interest \$31.13
\$13.10 \$18.03

GREEN MOUNTAIN FIRE DISTRICT Vehicle Int \$27.39
\$9.71 \$17.68

JACKS CREEK FIRE DISTRICT Vehicle Intere \$103.94
\$0.06 \$42.34 \$61.54

BRUSH CREEK FIRE DISTRICT Vehicle Intere \$35.61
\$14.14 \$21.47

CRABTREE FIRE DISTRICT Vehicle Interest \$234.82
\$0.51 \$84.40 \$149.91

SOUTH TOE FIRE DISTRICT Vehicle Interest \$113.10
\$48.17 \$64.93

PENSACOLA FIRE DISTRICT Vehicle Interest \$32.54
\$14.84 \$17.70

PRICES CREEK FIRE DISTRICT Vehicle Inter \$57.64
\$0.01 \$23.33 \$34.30

DMV Vehicle Interest \$2,333.59
\$8.71 \$1,216.01 \$1,108.87

Totals \$91,144.20
\$1,552.43 \$45,369.85 \$44,221.92

Billed to Date

% Collected

County Vehicle Tax 2014

\$4,136.35

66.26%

11/03/2014

5310 Grant Attachment D

FY16 Elderly & Disabled Operating

Project Number :

BUDGET SUMMARY

September 2014 - June 2016

Legal Name: YANCEY COUNTY TRANSPORTATION					
Address: AUTHORITY 115 MITCHELL BRANCH RD RM 1 BURNSVILLE, NC 28714-2507					
County: YANCEY COUNTY	Congressional District: 11				
Contact Person: Lynn Austin					
Telephone: +1 (828) 682-6144					
Fax: +1 (828) 682-4625					
Email: laustin@yanceycountync.gov					
Web Site: yanceycountync.gov					
Federal ID Number: 56-6000453	DUNS Number: 029281094				
CFDA #					
Period of Performance: Jul 1, 2015	to Jun 30, 2016				
Federal Billable/Non-Billable Billable					
Total Expenses	\$43,599				
Total Contra Accts and Fare Revenue					
Total Net Expenses/Cost	\$43,599				
	Total	Federal	Federal Non-Billing	NCDOT	Local
	100.00%	50.00%		0.00%	50.00%
Total Funding	\$43,599	\$21,799	\$0	\$0	\$21,800
		DBE	MBE	WBE	
%					
Amount		\$0		\$0	\$0

FY16 Elderly & Disabled Operating

Project Number :

PROPOSED BUDGET
SALARY AND WAGE DETAIL

Applicant : YANCEY COUNTY TRANSPORTATION

Object Code	Position Title	No.	Total Annual Salary	Pct. (%) Oper Transp. Tasks	No. of Years	Budgeted Amount	No. of Positions Approved	NCDOT Maximum Participation
G121								
G121								
G121								
G121								
G121								
G121								
G121								
G121								
G121								
G121								
TOTAL G121 SALARIES								
G125								
G125								
G125								
G125								
G125								
G125								
TOTAL G125 SALARIES								
G126	3/4 DRIVER	1	\$14,227	100%	1	\$14,227	1	\$14,227
G126								
G126								
G126								
G126								
G126								
TOTAL G126 SALARIES		1				\$14,227	1	\$14,227
TOTAL SALARY & WAGE		1				\$14,227	1	\$14,227

FY16 Elderly & Disabled Operating

Applicant: YANCEY COUNTY TRANSPORTATION

Project Number :

PROPOSED BUDGET
EXPENSES

G120	Salaries and Wages		
G121	Full-time employees		
G122	Overtime	\$0	\$0
G125	Part-time (receives benefits)		
G126	Temporary and part-time (receives no benefits)	\$14,227	\$14,227
G127	Longevity	\$0	\$0
Subtotal Salaries:		\$14,227	\$14,227
G180	Fringe Benefits		
G181	Social security contribution (7.65% of total salaries)	\$1,088	\$1,088
G182	Retirement contribution; total salaries X participating percentage \$14,227 X 7.02%	\$999	\$999
G183	Hospitalization insurance; cost per month X no. of months X no. of employees. \$643.00 X 12 X 1	\$7,716	\$7,716
G184	Disability insurance; cost per month X no. of months X no. of employees. \$11.00 X 12 X 1	\$132	\$132
G185	Unemployment compensation; Number of Employees: 1	\$149	\$149
G186	Workers compensation; Number of Employees: 1	\$225	\$225
G189	Other: CHRISTMAS BONUS AND LIFE INS.	\$121	\$121
Subtotal Fringe:		\$10,430	\$10,430
TOTAL SALARY & FRINGE:		\$24,657	\$24,657
G190	Professional Services		
G191	Accounting	\$0	\$0
G192	Legal	\$0	\$0
G195	Management Consultant	\$0	\$0
G196	Drug & Alcohol Testing Contract	\$0	\$0
G197	Drug & Alcohol tests Provide # of employees in test pool: 1	\$85	\$85
G198	Medical review officer	\$0	\$0
G199	Other:	\$0	\$0
G200	Supplies and Materials		
G211	Janitorial Supplies - (Housekeeping)	\$200	\$200
G212	Uniforms	\$150	\$150
G233	First Aid supplies (replacement)	\$50	\$50
G251	Motor Fuels and Lubricants	\$8,000	\$8,000
G252	Tires and Tubes	\$1,800	\$1,800
G253	Associated Capital Maint	\$0	\$0

G254	Licenses, tags and fees	\$20	\$20
G255	Vehicle cleaning supplies	\$150	\$150
G256	Hand tools	\$0	\$0
G257	Vehicle signs & Paint Supplies	\$0	\$0
G258	Vehicle touch up paint (non-contract)	\$0	\$0
G259	Other:	\$0	\$0
G261	Office Supplies and Materials	\$50	\$50
G281	Air Conditioner / Furnace Filters	\$0	\$0
G291	Computer Supplies	\$0	\$0
G292	Fire Extinguisher- recharging system	\$0	\$0
G300	Travel and Transportation (other than employee development)		
G311	Travel: Anticipated trips:	\$0	\$0
G312	Travel subsistence	\$0	\$0
G313	Transportation of clients/others	\$0	\$0
G314	Travel - Motor-pool or leased vehicles (Does NOT include vehicles used in the provision of contracted transportation services.)	\$0	\$0
G320	Communications		
G321	Telephone Service	\$0	\$0
G322	Internet Service Fee	\$0	\$0
G323	Combined Service Fee	\$0	\$0
G325	Postage	\$0	\$0
G329	Other Communications:	\$0	\$0
G330	Utilities		
G331	Electricity	\$0	\$0
G332	Fuel oil	\$0	\$0
G333	Natural Gas	\$0	\$0
G334	Water	\$0	\$0
G335	Sewer	\$0	\$0
G336	Trash collection	\$0	\$0
G337	Single/combined utility bill	\$0	\$0
G339	Other:	\$0	\$0
G340	Printing and Binding		
G341	Printing and reproduction	\$400	\$400
G349	Other:	\$0	\$0
G350	Repairs and Maintenance		
G353	Vehicles (use 257/258 for vehicle signs & in-house paint supplies)		
G354	Shop equipment	\$0	\$0
G355	Office and computer equipment	\$0	\$0
G357	Communications equipment	\$250	\$250
G358	Other Repairs and Maintenance - Office Related		
G359	Other-Describe:		
G370	Advertising/Promotion		

G371	Marketing (paid ads, marketing firm, etc.) Describe: NEWSPAPER ADS, RADIO ADS ETC Minimum Amount (2% of Admin Budget): \$830		\$716	\$716
G372	Promotional items Describe: RACK CARDS, WEB ADS, AND PENS -TOTE BAGS ETC Maximum Amount (25% of G371 Total Cost): \$179		\$179	\$179
G373	Other:		\$0	\$0
G380	Computer Support Services (contracted)			
G381	Computer programming services		\$0	\$0
G382	Computer support/technical assistance		\$0	\$0
G390	Other Services			
G391	Legal advertising		\$150	\$150
G392	Laundry and dry cleaning		\$0	\$0
G393	Temporary help services		\$0	\$0
G394	Cleaning services		\$0	\$0
G395	Training - Employee Education Expense		\$55	\$55
G396	Management services (contracted transit system mgmt/admin services)		\$0	\$0
G398	Security services		\$0	\$0
G399	Other:		\$0	\$0
G410	Rental of Real Property (include copy of current lease agreement)			
G412	Rent of building X number of monthly payments			
		X		
G413	Rent of offices X number of monthly payments			
		X		
G419	Other:		\$0	\$0
G420	Lease of Computer Equipment			
G421	Lease of Computer Hardware		\$0	\$0
G422	Lease of Computer Software		\$0	\$0
G430	Lease of Equipment			
G431	Lease of Reproduction equipment		\$0	\$0
G432	Lease of Postage Meter		\$0	\$0
G433	Lease of Communications equipment (includes radio, cable lines and antennae)		\$0	\$0
G439	Other:		\$0	\$0
G440	Service and Maintenance Contracts			
G441	Communications equipment		\$0	\$0
G442	Office equipment		\$0	\$0
G443	Reproduction equipment		\$0	\$0
G444	Vehicles			
G445	Computer equipment		\$0	\$0
G446	Tires			
G448	Other Service and Maintenance Contracts - Office Related			
G449	Other:		\$0	\$0
G450	Insurance and Bonding			

G451	Property and general liability (does not include vehicle insurance)				\$0	\$0	
G452	Vehicles				\$1,225	\$1,225	
	Number of Fleet Vehicle: 1 Maximum Amount: \$2,500						
G453	Fidelity				\$0	\$0	
G454	Professional liabilities				\$0	\$0	
G455	Special liabilities						
G480	Indirect Costs						
G481	Central services: (budget direct cost base) X (percentage rate)						
	\$24,657 X 22.15% Maximum Amount \$5,461.53				\$5,462	\$5,462	
	Prior approval of Indirect Cost Percentage Rate required. Questions should be directed to NCDOT Financial Management						
G490	Other Fixed Charges						
G491	Dues and subscriptions:				\$0	\$0	
G499	Other:				\$0	\$0	
G600	Private / Public Operator Contracts - Purchase Services						
G611	Direct purchase of service from privately owned provider				\$0	\$0	
G612	User side subsidy				\$0	\$0	
G621	Volunteer reimbursement				\$0	\$0	
G641	Direct purchase of service from publicly owned provider				\$0	\$0	
Total Expenses:					\$43,599	\$43,599	
OPERATING REVENUES							
	Contra Account						
G821	General Fund						
G822	Capital Reserve Fund						
G832	N.C. Sales Taxes						
G833	N.C. Gas Tax Refund						
G834	County Sales Taxes						
G836	Fed Gas Tax Refund						
G839	Other Taxes						
G841	Charter Expenses						
G842	Garage Services						
G843	Advertising Expenses						
G844	Insurance Settlement						
G847	Inc Elderly/Disable						
G849	Other Contra Accts						
G991	Contingency/Prog Res						
TOTAL CONTRA ACCOUNTS:							
F500	Fare Revenue						
F511	General Public Fares						
F521	Prepaid Fares/Bulk Discounts						
F522	Senior Citizen Fares						
F523	Student Fares						
F524	Child Fares						
F525	Paratransit Fares						

F533	Special Route Guarantees		
F529	Other Special Fares:		
TOTAL FARE REVENUES:			
TOTAL CONTRA ACCOUNTS AND FARE REVENUES:			
TOTAL EXPENSES LESS TOTAL CONTRA ACCOUNTS AND FARE REVENUES = TOTAL NET OPERATING EXPENSES (TNOE):		\$43,599	\$43,599
R400	Contract Service Revenue		
R411	Aging Program		
R412	Department of Social Services		
R413	Sheltered Workshop		
R414	Mental Health Program(s)		
R415	Health Department		
R416	Community Action Program		
R417	Head Start Program		
R418	Daycare		
R419	Medical		
R420	Parks and Recreation		
R421	Public/Private School		
R422	Teen Parent		
R423	Community Living Skills		
R424	Hospital		
R425	Community College		
R426	College/University		
R427	Aging Program Supplement		
R428	Child Development		
R429	Work First		
R431	Blind Services		
R432	Vocational Rehabilitation		
R433	Community Services Block Grant		
R434	Smart Start		
R435	Agricultural Extension		
R436	JTPA		
R437	Nursing Home		
R438	Rest Home		
R439	Private Individual		
R440	Elderly and Disabled Transportation Assistant Program (EDTAP)		
R430	Other:		
TOTAL CONTRACT SERVICE REVENUE:			
	Miscellaneous Revenue and Income		
R385	Advertising Profits		
R497	Investment Income		
R811	Sale of materials and scrap		
R821	Sale proceeds from fixed assets		
R844	Cash Donations		

R861	Rental Income		
R891	Other revenue not elsewhere classified:		
TOTAL MISCELLANEOUS REVENUE AND INCOME:			
Local Match			
R264	Federal Vocational Rehabilitation		
R265	Federal Older Americans Act – Title III Fund		
R269	Other non-DOT grant (Specify):		
R362	State Operating - SMAP		
R364	State Operating - RGP	\$10,500	\$10,500
R369	Non-federal grant (Specify):		
R372	Local Cash (list each source, fares are not an eligible source of matching funds):		
	SMART START	\$7,000	
	COA	\$2,000	
	HERITAGE ADULT DAY	\$2,300	
		\$11,300	\$11,300
TOTAL LOCAL MATCH:		\$21,800	\$21,800
A	TOTAL CONTRACT SERVICE REVENUE + TOTAL MISC. REVENUE AND INCOME + TOTAL LOCAL MATCH MUST BE AT LEAST 50.00% OF TNOE (\$21,800)	\$21,800	\$21,800

PUBLIC TRANSPORTATION 5310 PROGRAM RESOLUTION

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Status and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for public transportation projects; and

WHEREAS, the purpose of the Section 5310 program is to enhance mobility for seniors and individuals with disabilities throughout the country, by removing barriers to transportation services and expanding the transportation mobility options available. Toward this goal, FTA provides financial assistance for transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities in all area.

WHEREAS, NCDOT has been designated as the State agency with principle authority and responsibility for administering the Section 5310 Program for small urbanized and rural areas; and

WHEREAS, (Legal Name of Applicant) Yancey County Transportation Authority hereby assures and certifies that it will comply with the federal and state statutes, regulations, executive orders, and all small administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U.S.C.

NOW, THEREFORE, be it resolved that the (Authorized Official's Title)* Lynn Austin, Director of (Name of Applicant's Governing Body) Yancey County Transportation Authority is hereby authorized to submit a grant for federal and state funding, provide the required local match, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide public transportation services.

I (Certifying Official's Name)*J. Jason Robinson (Certifying Official's Title) Yancey County Clerk to the Board of Commissioners do hereby certify that the above is true and correct copy of an excerpt from the minutes of a meeting of the (Name of Applicant's Governing Board) Yancey County Board of Commissioners duly held on the 10th day of November, 2014.

[Handwritten Signature]
Signature of Certifying Official

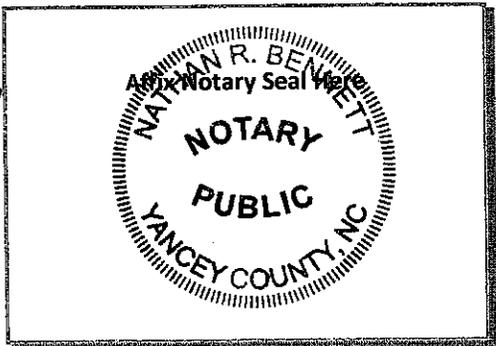
11/10/14
Date

*Note that the authorized official, certifying official, and notary public should be three separate individuals.

Seal Subscribed and sworn to me (date) 10 November 2014
Notary Public Signature [Handwritten Signature]

Nathan R. Bennett, 1467 Green Mountain Dr.
Printed Name and Address Burnsville, NC 28714

My commission expires (date) 11 November 2017



YCTA Grant Info:

5311 Grant

YCTA applies for this grant on a yearly basis to help offset the costs to the County for Transportation. This grant covers 85% of Administrative expenses and 90% of any Capital expenses.

As you will see in the budget, the county's match is 15% of Administrative and 10% of Capital.

This coming fiscal year 2016 YCTA is applying \$144,953.00 in Administrative funds. This covers everything from salaries to travel, insurance etc. The Breakdown looks like this:

\$144,953.00- Total Grant

\$115,962.40 – Federal Monies

\$7,247.65- State Monies

\$21,742.95 – Local Match

Capitol Grant

YCTA is eligible this year to ask for two replacement lift vans. Both of the vans have reached their useful life of 115,000 miles.

So in the capitol grant I have asked for two new lift vans, two new desk top computers as well as vehicle lettering and mobile radios for the new vans. The Capitol grant is matched 10% locally.

Breakdown looks like this:

\$118,096 - Total Grant

\$11,809.00 – State

\$94,476.00- Federal

\$11,811.00 - Local Match

COMMUNITY TRANSPORTATION PROGRAM RESOLUTION

Section 5311 **FY 2016 RESOLUTION**

Applicant seeking permission to apply for Community Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (Board Member's Name) Commissioner Randy Ollis and seconded by (Board Member's Name or N/A, if not required) Commissioner Jim Edwards for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

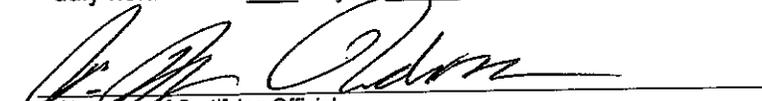
WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural public transportation services consistent with the policy requirements for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, (Legal Name of Applicant) Yancey County Transportation Authority hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project, prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

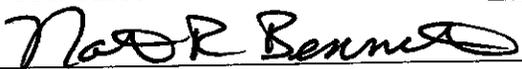
NOW, THEREFORE, be it resolved that the (Authorized Official's Title)* Lynn Austin of (Name of Applicant's Governing Body) Yancey County Transportation Authority is hereby authorized to submit a grant application for federal and state funding, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural public transportation services.

I (Certifying Official's Name)* J. Jason Robinson (Certifying Official's Title) Clerk to the Board of Commissioners do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (Name of Applicant's Governing Board) Yancey County Board of Commissioners duly held on the 10th day of November, 2014.


Signature of Certifying Official

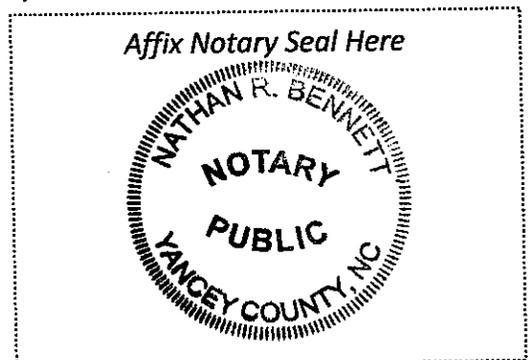
*Note that the authorized official, certifying official, and notary public should be three separate individuals.

Seal Subscribed and sworn to me (date) 10 November 2014


Notary Public *

Nathan R. Bennett
1467 Green Mountain Dr, Burnsville, NC 28714
Printed Name and Address

My commission expires (date) 11 NOV 2017



Attachment E

**SATISFACTION OF SECURITY INSTRUMENT
BY SECURED CREDITOR
[N.C.G.S. 45-36.10; N.C.G.S. 45-37(a)(7)]**

The undersigned is now the Secured Creditor in the Security Instrument identified as follows:

Type of security instrument: Deed of Trust
[identify the type of security instrument, such as deed of trust or mortgage]

Original Grantor(s): Howard Stafford and wife, Vivalene Stafford
[Identify original grantor(s), trustor(s), or mortgagor(s)]

Original Secured Parties: Yancey County, a Governmental Body Politic and Corporate of the State of North Carolina
[Identify the original beneficiaries, mortgagees, or secured parties in the Security Instrument]

Recording Data: The Security Instrument is recorded in Book 522 at Page 23
or as document number _____
in the Office of the Register of Deeds for
Yancey County, North Carolina.

This satisfaction terminates the effectiveness of the Security Instrument.

Date: _____

SECURED CREDITOR (Personal) EXECUTE HERE:

By: _____
Print or Type Name:

SECURED CREDITOR (Entity) EXECUTE HERE:

YANCEY COUNTY

(Entity Name)

By: _____
Print or Type Name: Nathan R. Bennett
Title: Yancey County Manager

SECURED CREDITOR ACKNOWLEDGMENT (Personal)

State of _____
County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____

personally came before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official stamp or seal this _____ day of _____, 20____.

My Commission Expires:

Notary Public

SECURED CREDITOR ACKNOWLEDGMENT (Entity)

State of _____
County of _____

I, the undersigned Notary Public of the County and State aforesaid certify that _____

personally came before me this day and acknowledged that ___ he is the _____
of _____

a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, ___ he signed the foregoing instrument in its name, on its behalf, as its act and deed.

Witness my hand and official stamp or seal this _____ day of _____, 20____.

My Commission Expires:

Notary Public

RE: Howard Stafford - Deed Cancellation
Jamie McMahan

Sent: Thursday, September 11, 2014 5:05 PM

To: Michelle Ball [mball@regiond.org]

Cc: Nathan Bennett

I'll get a cancellation prepared and we'll get it done. Thanks Michelle! -Jamie Mc.

From: Michelle Ball [mball@regiond.org]
Sent: Thursday, September 11, 2014 4:15 PM
To: Jamie McMahan
Cc: Nathan Bennett
Subject: Howard Stafford - Deed Cancellation

Jamie,
Attached is a copy of the Deed of Trust for the Howard Stafford home we replaced in 2006. On May 6, 2014 the 8-year term of the recapture agreement expired. Could you please handle the cancellation of the document?
Let me know if you need anything more formal and I'll draft a letter for Nathan to sign.
Michelle

Michelle Ball
Community Development Planner
High Country Council of Governments
468 New Market Blvd.
Boone, NC 28607
(828) 265-5434 ext. 115
(828) 265-5439 fax
mball@regiond.org<mailto:mball@regiond.org>

NORTH CAROLINA DEED OF TRUST

SATISFACTION: The debt secured by the within Deed of Trust together with the note(s) secured thereby has been satisfied in full.
This the _____ day of _____, 20____
Signed: _____

Parcel Identifier No. _____ Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: _____

This instrument was prepared by: DONNY J. LAWS, Attorney at Law, PO-Box-397 Burnsville, NC 28714

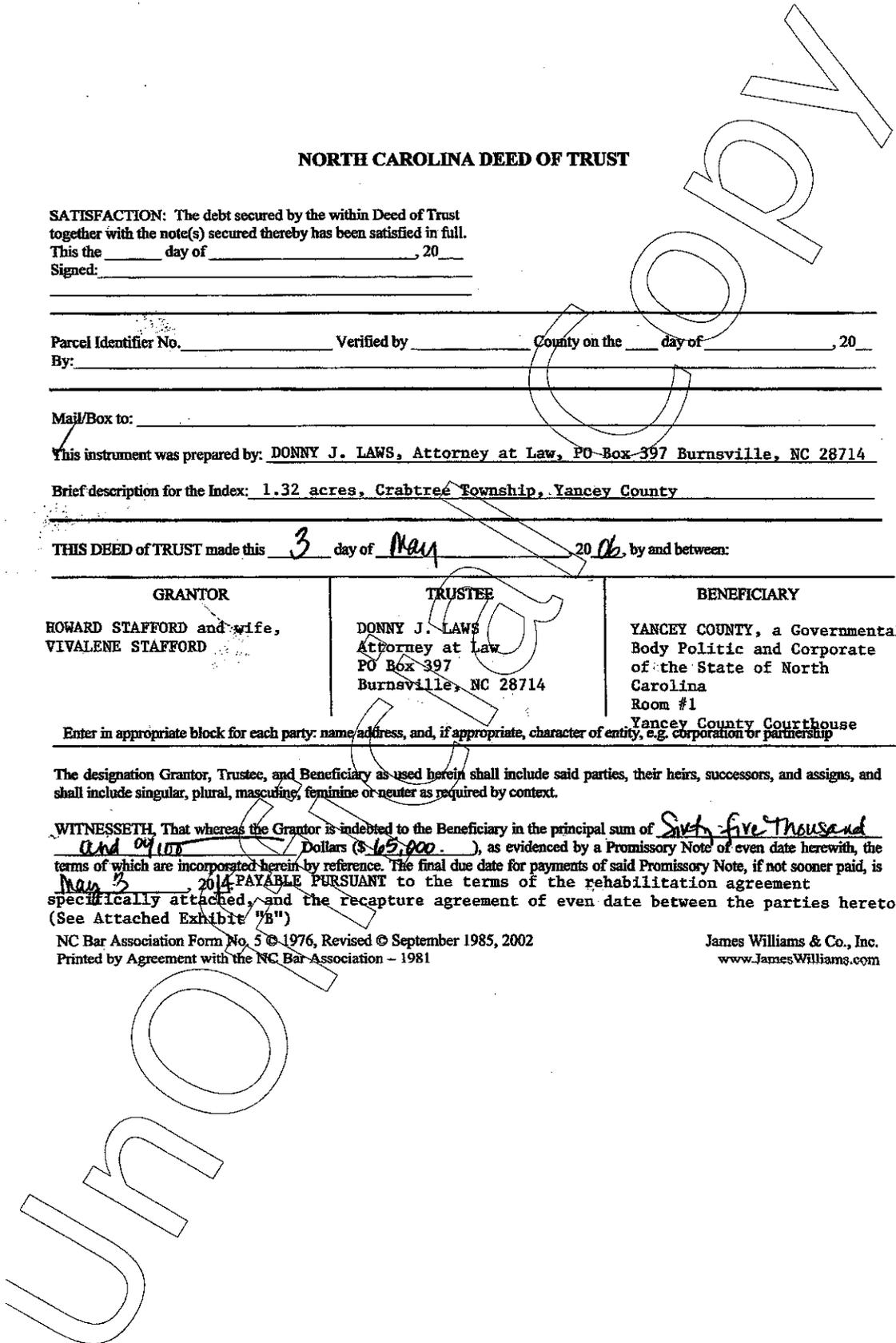
Brief description for the Index: 1.32 acres, Crabtree Township, Yancey County

THIS DEED of TRUST made this 3 day of May, 2008, by and between:

GRANTOR	TRUSTEE	BENEFICIARY
HOWARD STAFFORD and wife, VIVALENE STAFFORD	DONNY J. LAWS Attorney at Law PO Box 397 Burnsville, NC 28714	YANCEY COUNTY, a Governmental Body Politic and Corporate of the State of North Carolina Room #1 Yancey County Courthouse
Enter in appropriate block for each party: name address, and, if appropriate, character of entity, e.g. Corporation or partnership		

The designation Grantor, Trustee, and Beneficiary as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, That whereas the Grantor is indebted to the Beneficiary in the principal sum of Sixty-five Thousand and 00/100 Dollars (\$65,000.), as evidenced by a Promissory Note of even date herewith, the terms of which are incorporated herein by reference. The final due date for payments of said Promissory Note, if not sooner paid, is May 3, 2014 PAYABLE PURSUANT to the terms of the rehabilitation agreement specifically attached, and the recapture agreement of even date between the parties hereto (See Attached Exhibit "B")



NOW, THEREFORE, as security for said indebtedness, advancements and other sums expended by Beneficiary pursuant to this Deed of Trust and costs of collection (including attorneys fees as provided in the Promissory Note) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor has bargained, sold, given and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, his heirs, or successors, and assigns, the parcel(s) of land situated in the City of N/A, Crabtree Township, Yancey County, North Carolina,

(the "Premises") and more particularly described as follows:
SEE EXHIBIT "A" attached hereto and incorporated herein by reference as if set forth fully herein.

TO HAVE AND TO HOLD said Premises with all privileges and appurtenances thereunto belonging, to said Trustee, his heirs, successors, and assigns forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

If the Grantor shall pay the Note secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof in whole or in part, all other sums secured hereby and shall comply with all of the covenants, terms and conditions of this Deed of Trust, then this conveyance shall be null and void and may be canceled of record at the request and the expense of the Grantor.

If, however, there shall be any default (a) in the payment of any sums due under the Note, this Deed of Trust or any other instrument securing the Note and such default is not cured within ten (10) days from the due date, or (b) if there shall be default in any of the other covenants, terms or conditions of the Note secured hereby, or any failure or neglect to comply with the covenants, terms or conditions contained in this Deed of Trust or any other instrument securing the Note and such default is not cured within fifteen (15) days after written notice, then and in any of such events, without further notice, it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the land herein conveyed at public auction for cash, after having first giving such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may then be required by law and giving such notice and advertising the time and place of such sale in such manner as may then be provided by law, and upon such and any resales and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey title to the purchaser in as full and ample manner as the Trustee is empowered. The Trustee shall be authorized to retain an attorney to represent him in such proceedings.

The proceeds of the Sale shall after the Trustee retains his commission, together with reasonable attorneys fees incurred by the Trustee in such proceedings, be applied to the costs of sale, including, but not limited to, costs of collection, taxes, assessments, costs of recording, service fees and incidental expenditures, the amount due on the Note hereby secured and advancements and other sums expended by the Beneficiary according to the provisions hereof and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five percent (5%) of the gross proceeds of the sale or the minimum sum of \$ 500.00 whichever is greater, for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee, including reasonable attorneys fees, and a partial commission computed on five per cent (5%) of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to-wit: one-fourth (¼) thereof before the Trustee issues a notice of hearing on the right to foreclosure; one-half (½) thereof after issuance of said notice, three-fourths (¾) thereof after such hearing; and the greater of the full commission or minimum sum after the initial sale.

And the said Grantor does hereby covenant and agree with the Trustee as follows:

1. **INSURANCE.** Grantor shall keep all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Beneficiary against loss by fire, windstorm and such other casualties and contingencies, in such manner and in such companies and for such amounts, not less than that amount necessary to pay the sum secured by this Deed of Trust, and as may be satisfactory to the Beneficiary. Grantor shall purchase such insurance, pay all premiums therefor, and shall deliver to Beneficiary such policies along with evidence of premium payments as long as the Note secured hereby remains unpaid. If Grantor fails to purchase such insurance, pay premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then Beneficiary, at his option, may purchase such insurance. Such amounts paid by Beneficiary shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary. All proceeds from any insurance so maintained shall at the option of Beneficiary be applied to the debt secured hereby and if payable in installments, applied in the inverse order of maturity of such installments or to the repair or reconstruction of any improvements located upon the Property.

2. **TAXES, ASSESSMENTS, CHARGES.** Grantor shall pay all taxes, assessments and charges as may be lawfully levied against said Premises within thirty (30) days after the same shall become due. In the event that Grantor fails to so pay all taxes, assessments and charges as herein required, then Beneficiary, at his option, may pay the same and the amounts so paid shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary.

3. **ASSIGNMENTS OF RENTS AND PROFITS.** Grantor assigns to Beneficiary, in the event of default, all rents and profits from the land and any improvements thereon, and authorizes Beneficiary to enter upon and take possession of such land and improvements, to rent same, at any reasonable rate of rent determined by Beneficiary, and after deducting from any such rents the cost of reletting and collection, to apply the remainder to the debt secured hereby.

4. **PARTIAL RELEASE.** Grantor shall not be entitled to the partial release of any of the above described property unless a specific provision providing therefor is included in this Deed of Trust. In the event a partial release provision is included in this Deed of Trust, Grantor must strictly comply with the terms thereof. Notwithstanding anything herein contained, Grantor shall not

be entitled to any release of property unless Grantor is not in default and is in full compliance with all of the terms and provisions of the Note, this Deed of Trust, and any other instrument that may be securing said Note.

5. **WASTE.** The Grantor covenants that he will keep the Premises herein conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted, and will comply with all governmental requirements respecting the Premises or their use, and that he will not commit or permit any waste.

6. **CONDEMNATION.** In the event that any or all of the Premises shall be condemned and taken under the power of eminent domain, Grantor shall give immediate written notice to Beneficiary and Beneficiary shall have the right to receive and collect all damages awarded by reason of such taking, and the right to such damages hereby is assigned to Beneficiary who shall have the discretion to apply the amount so received, or any part thereof, to the indebtedness due hereunder and if payable in installments, applied in the inverse order of maturity of such installments, or to any alteration, repair or restoration of the Premises by Grantor.

7. **WARRANTIES.** Grantor covenants with Trustee and Beneficiary that he is seized of the Premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

8. **SUBSTITUTION OF TRUSTEE.** Grantor and Trustee covenant and agree to and with Beneficiary that in case the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for any reason the holder of the Note desires to replace said Trustee, then the holder may appoint, in writing, a trustee to take the place of the Trustee, and upon the probate and registration of the same, the trustee thus appointed shall succeed to all rights, powers and duties of the Trustee.

XX

THE FOLLOWING PARAGRAPH, 9. SALE OF PREMISES, SHALL NOT APPLY UNLESS THE BLOCK TO THE LEFT MARGIN OF THIS SENTENCE IS MARKED AND/OR INITIALED.

9. **SALE OF PREMISES.** Grantor agrees that if the Premises or any part thereof or interest therein is sold, assigned, transferred, conveyed or otherwise alienated by Grantor, whether voluntarily or involuntarily or by operation of law [other than: (i) the creation of a lien or other encumbrance subordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the Premises; (ii) the creation of a purchase money security interest for household appliances; (iii) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety; (iv) the grant of a leasehold interest of three (3) years or less not containing an option to purchase; (v) a transfer to a relative resulting from the death of a Grantor; (vi) a transfer where the spouse or children of the Grantor become the owner of the Premises; (vii) a transfer resulting from a decree of a dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Grantor becomes an owner of the Premises; (viii) a transfer into an inter vivos trust in which the Grantor is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Premises], without the prior written consent of Beneficiary, Beneficiary, at its own option, may declare the Note secured hereby and all other obligations hereunder to be forthwith due and payable. Any change in the legal or equitable title of the Premises or in the beneficial ownership of the Premises, including the sale, conveyance or disposition of a majority interest in the Grantor if a corporation or partnership, whether or not of record and whether or not for consideration, shall be deemed to be the transfer of an interest in the Premises.

10. **ADVANCEMENTS.** If Grantor shall fail to perform any of the covenants or obligations contained herein or in any other instrument given as additional security for the Note secured hereby, the Beneficiary may, but without obligation, make advances to perform such covenants or obligations, and all such sums so advanced shall be added to the principal sum, shall bear interest at the rate provided in the Note secured hereby for sums due after default and shall be due from Grantor on demand of the Beneficiary. No advancement or anything contained in this paragraph shall constitute a waiver by Beneficiary or prevent such failure to perform from constituting an event of default.

11. **INDEMNITY.** If any suit or proceeding be brought against the Trustee or Beneficiary or if any suit or proceeding be brought which may affect the value or title of the Premises, Grantor shall defend, indemnify and hold harmless and on demand reimburse Trustee or Beneficiary from any loss, cost, damage or expense and any sums expended by Trustee or Beneficiary shall bear interest as provided in the Note secured hereby for sums due after default and shall be due and payable on demand.

12. **WAIVERS.** Grantor waives all rights to require marshaling of assets by the Trustee or Beneficiary. No delay or omission of the Trustee or Beneficiary in the exercise of any right, power or remedy arising under the Note or this Deed of Trust shall be deemed a waiver of any default or acquiescence therein or shall impair or waive the exercise of such right, power or remedy by Trustee or Beneficiary at any other time.

13. **CIVIL ACTION.** In the event that the Trustee is named as a party to any civil action as Trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fee of the Trustee in such action shall be paid by the Beneficiary and added to the principal of the Note secured by this Deed of Trust and bear interest at the rate provided in the Note for sums due after default.

14. **PRIOR LIENS.** Default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute default hereunder.

15. **OTHER TERMS.**

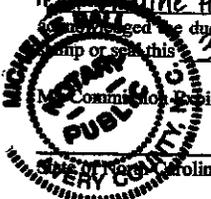
IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

(Entity Name) _____
By: _____
Title: _____
By: _____
Title: _____
By: _____
Title: _____

Henry Howard Stafford (SEAL)
HOWARD STAFFORD
Vivaleen Hudson Stafford (SEAL)
VIVALEEN STAFFORD

State of North Carolina - County of Yancey

I, the undersigned Notary Public of the County and State aforesaid, certify that Henry Howard Stafford personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal, this 3 day of May, 2006.
My Commission Expires: 8/13/2010
Nicholas Ball
Notary Public
State of North Carolina - County of _____



I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is the _____ of _____, a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____
Notary Public

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____
Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.
My Commission Expires: _____
Notary Public

The foregoing Certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Register of Deeds for _____ County
By: _____ Deputy/Assistant - Register of Deeds

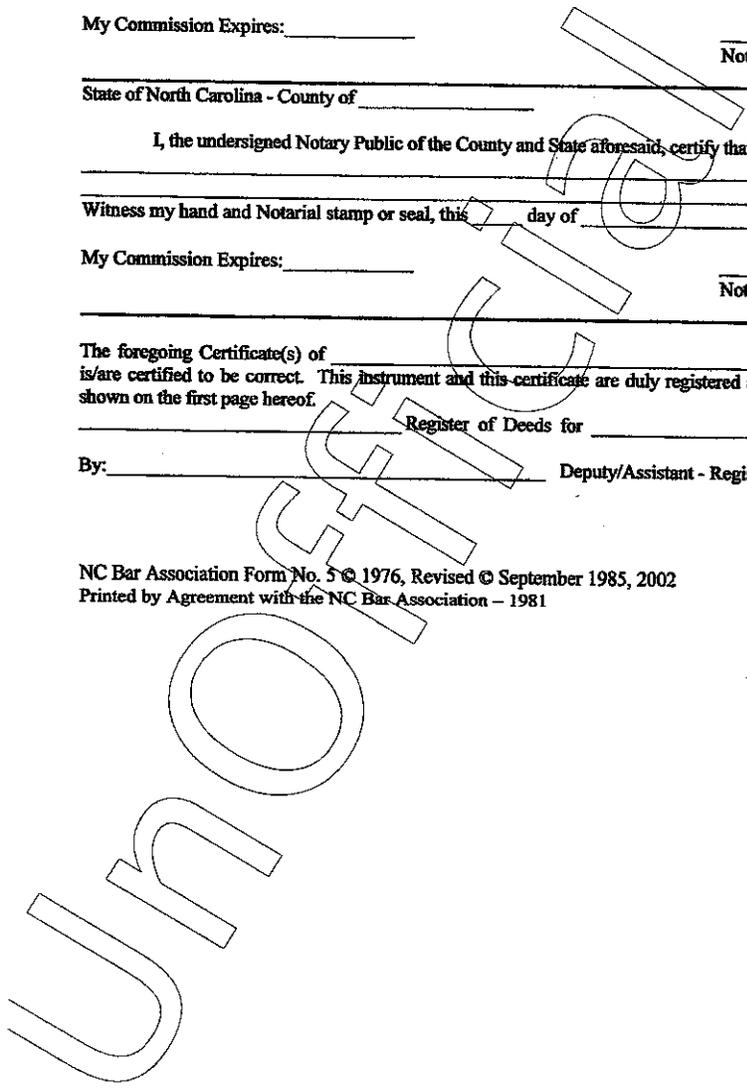


EXHIBIT "A"

BEGINNING on a found iron pin, the same being located N 38 17 59 W 256.70 feet from a railroad spike in the centerline of NCSR 1308, and running thence S 73 54 09 W 179.81 feet to a 30-inch White Oak; thence running with the line of David Little as shown in Yancey County Deed Book 228, Page 303, N 44 53 00 W 247.35 feet to a found iron pin; thence leaving the line of David Little and running N 54 23 48 E 9.64 feet to a set iron pin; thence running N 54 23 48 E 69.88 feet to a set iron pin; thence running N 32 56 36 E 85.23 feet to a set iron pin; thence running N 15 12 59 E 88.50 feet to a set iron pin; thence running N 28 33 53 E 93.29 feet to the end of a culvert located in a stream; thence running S 16 59 56 W 101.69 feet to a found iron pin; thence running S 00 31 12 E 111.70 feet to a found iron pin; thence running S 69 05 38 E 32.28 feet to a found iron pin; thence running S 86 36 20 E 42.33 feet to a found iron pin; thence running S 05 12 42 E 75.92 feet to a found iron pin; thence running N 70 29 11 E 87.68 feet to a found iron pin; thence running S 20 47 02 E 34.55 feet to a found iron pin; thence running S 11 54 26 E 111.37 feet to the point of **BEGINNING**, containing 1.32 acres, according to a map and plat of a survey by Carl A. Reeves, Jr., RLS, L-2741, dated 5 August 1995 and bearing drawing number 950804B.

AND BEING a portion of those lands shown at Deed Book 216, Page 394 in the Yancey County Deed Registry.

ALSO CONVEYED herewith is a perpetual and non-exclusive easement and right of way to use existing roadways leading from the public highway to the above described tract of land, together with rights of ingress, egress, and regress for purposes of inspecting, maintaining, and repairing said existing roadways.

SUBJECT TO easements and rights of way recorded in the Yancey County Deed Registry.

Unofficial

YANCEY COUNTY, NORTH CAROLINA
RELOCATION ASSISTANCE AGREEMENT
REHABILITATION

This agreement made and entered into this the 3 day of May, 2006, by and between the County of YANCEY (hereinafter called County) and Howard and Vivaline Stafford (hereinafter called Property Owners).

EXHIBIT "B"

The Property Owners are the owners of certain real property located in Yancey County, North Carolina and there is a house or home located on said property that does not comply with nor meet the standards established by the County for the Community Development Block Grant #05-C-1378 and described in the Optional Coverage Relocation Benefits Policy and the Antidisplacement and Relocation Plan adopted by the County. Said property owned by the Property Owners is generally described as follows:
85 Munder Rd. Green Mountain, NC 28740

The Property Owners and the County understand that the house or home located on the above described property cannot, for a reasonable cost, be brought into compliance with the housing standards referred to above and toward that end and in consideration of the promises mutually given, the County and Property Owners do hereby agree as follows:

1. The Property Owners agree to allow for the demolition and/or clearance of their existing occupied, substandard home in exchange for safe, decent, and sanitary, one-for-one replacement housing. Said replacement housing shall be placed upon the same property as the existing house or on nearby property, within Yancey County, that the Property Owners have a stake in or owns. The Property Owners agree that the County, through its CDBG Project Administrator, shall act as their agent in overseeing their relocation in accordance with the provisions of the Community Development Block Grant as approved. The contractor to construct the replacement housing shall be selected by the County through the competitive bidding procedure established by the CDBG Administrator for this project. However, if the replacement home is a manufactured or modular home, the Property Owner, with guidance from the CDBG Project Administrator, will be able to select a home, within the project's budget, from a proximal, reputable dealership.
2. The Property Owners agree that at all reasonable times following the execution of this Agreement and before completion and acceptance of the replacement home work agents or representatives of the Yancey County (CDBG) Project as well as the Building Inspector, Health Inspector, or other duly authorized officials of the County may come upon the property described herein and make inspections of said relocation and require such changes to make the new home compliant with County and State Building Code and the housing standards as stated above.
3. Upon completion of said relocation, the same shall be subject to inspection by the appropriate agents or representatives of the Yancey County CDBG Project, the Building Inspector, Health Inspector, or other appropriate officials of Yancey County, the North Carolina Department of Commerce, or the United States Department of Housing and Urban Development, who shall approve and accept said relocation as completed only upon completion of all work agreed upon by the Property Owner and CDBG Project Administrator indicated in the itemized bid/estimate given by the contractor/dealership

Unofficial

or as amended on duly executed Change Orders and the resulting classification of said replacement home as a safe and sanitary structure in accordance with the housing standards referred to previously.

4. Upon acceptance and approval of said relocation assistance as herein provided, the County will provide Deferred Loan Assistance toward payment for the relocation. Deferred loan funds will be provided to the Property Owners in accordance with the conditions of the Community Development Block Grant as approved and as further specified in the attachments to the Agreement. In accordance with said conditions the deferred loan made by the County to the Property Owners may not be in the full amount of the total cost of the relocation. In that event the Property Owners will be expected to provide the balance of the relocation funds. In the event it is necessary for the Property Owners to secure a loan for the relocations funds, the Yancey County CDBG Project Administrator will assist the Property Owners in making applications for and seeking commitment for such loan. Final approval for such loans can be made only by the financial institution. Start of the relocation will be contingent upon the Property Owners securing the necessary funds.
5. Payment by the County on behalf of the Property Owners of the monetary deferred loan herein provided shall not be made until inspection of said improvements has been made and acceptance and approval of said relocation assistance obtained as provided in the Yancey County CDBG program guidelines.
6. Attachment A (Recapture Agreement: Owner-Occupied) is hereby acknowledged and accepted as part of this agreement. Attachment A sets forth the type of assistance, time period and conditions governing the possible required repayment of the grant assistance, the transfer of such recapture provisions, and the conversion of the property to rental property.

Attachment B (Rental Properties) sets forth conditions governing the actual conversion of the property to rental property, the time period and conditions governing the possible required repayment of the grant assistance, rent controls on such property, and required maintenance agreements.

THIS AGREEMENT made and entered into by the undersigned Property Owners and the County of YANCEY, the day and year first above written.

Attest:
Jyan Austin

County of: Yancey

By: Michelle Lushern

Henry Howard Stafford
Property Owner

Vivian Hudgins Stafford
Property Owner

Property Owner

Property Owner

NORTH CAROLINA
Yancey County

I, Michelle Ball, a Notary Public of Avery County, North Carolina, do hereby certify that Henry Howard Stafford and Vivian Hudgins Stafford personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

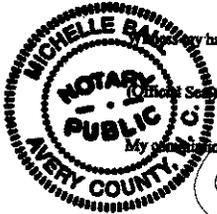


Witness my hand and official seal, this the 3 day of May, 2006

Michelle Ball
Notary Public

NORTH CAROLINA
Yancey County

I, Michelle Ball, a Notary Public of Avery County, certify that Nichele Lushern personally appeared before me on this day and acknowledged that he/she is the Manager of Yancey County, North Carolina and acknowledged, on behalf of Yancey County, the due execution of the foregoing instrument.



Witness my hand and official seal, this the 3 day of May, 2006

Michelle Ball
Notary Public

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ATTACHMENT A

RECAPTURE AGREEMENT: OWNER-OCCUPIED

In order to accomplish the project goals certain contractual agreements are necessary. This agreement is hereby attached to and is made a part of the Relocation Assistance Agreement. These agreements will be registered at the Yancey County Register of Deeds in pursuant to the Connor Act.

- A. A list of Property Owner needs for relocation will be drawn up for Yancey County by the Community Development staff or other designated representative with input from the Property Owner. The Community Development staff will verify the Property Owner's household income to ensure that it is within the income limits of the CDBG application as approved. The Community Development staff will also request that a title search of the property in question be performed in order to verify ownership.
- B. A sum of money sufficient to pay the cost of the relocation as approved by the Community Development staff and Yancey County will be set aside in the form of a deferred loan in exchange for certain agreements from the Property Owner. The time period covered by these agreements shall be determined according to the following schedule:

Table 1.

<u>Type of Assistance</u>	<u>Description</u>	<u>Recapture Period/Terms</u>
Grant/Deferred Loan	Loan forgiven after term.	\$20,000 or less - 6 years \$20,001 - \$39,999 - 7 years \$40,000 or more - 8 years

- C. The Property Owners agree to the following:
 - 1. To remain in the home for the recapture period after the repairs are completed, insofar as it is reasonably possible, excepting court-ordered property settlements or inheritance settlements;
 - 2. If the property is converted to rental property, the property will be rented subject to the attached Rental Properties (Attachment B);
 - 3. The property shall not be used for, or to facilitate, a criminal activity including, but not limited to violent criminal activity or drug related criminal activity;
 - 4. All conditions of this agreement will transfer with any transfer of the property during the recapture period;
 - 5. Any violation of the provisions of this agreement or any transfer of the property for profit during the recapture period will result in a recapture of the grant funds (See Table 2).

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Time Lapse Since Grant Agreement signed (years)	Recapture Amount (% of original grant)		
	6 years	7 years	8 years
1	83%	86%	88%
2	67%	71%	75%
3	50%	57%	63%
4	33%	43%	50%
5	17%	29%	38%
6	0	14%	25%
7		0	13%
8			0

The agreements above are hereby acknowledged and accepted as part of the Relocation Assistance Agreement.

Henry Howard Steffens
Property Owner

5/3/04
Date

Deborah Ann Steffens
Property Owner

5/3/06
Date

Property Owner

Date

Property Owner

Date

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ATTACHMENT B

RENTAL PROPERTIES

In order to accomplish the project goals certain contractual agreements are necessary. This agreement is hereby attached to and is made a part of the Relocation Assistance Agreement. These agreements will be registered in the Yancey County Register of Deeds pursuant to the Connor Act.

- A. The upper limit of rent affordability is 30% of the tenant's gross family income. Rent increases are limited to a maximum of 10% per year from the base rent of the duration of the recapture period. If an otherwise allowable rent increase (10% or less) would push the rent above the level affordable for the tenant then the rent increase would not be permitted. Base rent is established on the due date of the CDBG application or one year prior to the approval of the deferred loan application, whichever date is later. If the base rent is above the level of affordability for the tenant (greater than 30% of the gross family income) at the beginning of the rent control period, the rent is frozen until it becomes affordable for the tenant, and then rent increases as defined in the rent control policies are permitted. The Community Development staff will assist in determining affordable rents.
- B. Rental agreements between the Property Owner and the Tenant will require the execution of a maintenance agreement consistent with the requirements of the Residential Rental Agreements Act (N.C. General Statutes, Section 42). The maintenance agreement will generally specify the following maintenance responsibilities:
 - 1. The landlord shall make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition, including maintaining in good and safe working order all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other facilities and appliances supplied as part of the premises;
 - 2. The Tenant shall keep the premises as clean and safe as the condition of the premises permit, including using in a safe and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances supplied as part of the premises.
- C. Any violation of the provisions of this agreement during the recapture period and rent control period shall result in the full payment of the deferred loan balance. (See Table 1.)

Table 1.

<u>Amount of CDBG Relocation Costs</u>	<u>Recapture Period</u>	<u>Rent Control Period</u>
Less than \$20,000	6 years	6 years
\$20,001 - \$39,999	7 years	7 years
More than \$40,000	8 years	8 years

The agreements above are hereby acknowledged and accepted as part of the Relocation Assistance Agreement.

Henry Howard Stafford
Property Owner

5/3/06
Date

Rebecca Hudson Stafford
Property Owner

5/3/06
Date

Property Owner

Date

Property Owner

Date

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**SATISFACTION OF SECURITY INSTRUMENT
BY SECURED CREDITOR
[N.C.G.S. 45-36.10; N.C.G.S. 45-37(a)(7)]**

The undersigned is now the Secured Creditor in the Security Instrument identified as follows:

Type of security instrument: Deed of Trust
[identify the type of security instrument, such as deed of trust or mortgage]

Original Grantor(s): Hattie Bradford, Widow
[Identify original grantor(s), trustor(s), or mortgagor(s)]

Original Secured Parties: Yancey County Commissioners
[Identify the original beneficiaries, mortgagees, or secured parties in the Security Instrument]

Recording Data: The Security Instrument is recorded in Book 502 at Page 209
or as document number _____
in the Office of the Register of Deeds for
Yancey County, North Carolina.

This satisfaction terminates the effectiveness of the Security Instrument.

Date: _____

SECURED CREDITOR (Personal) EXECUTE HERE:

By: _____
Print or Type Name:

SECURED CREDITOR (Entity) EXECUTE HERE:

YANCEY COUNTY

(Entity Name)

By: _____
Print or Type Name: Nathan R. Bennett
Title: Yancey County Manager

SECURED CREDITOR ACKNOWLEDGMENT (Personal)

State of _____
County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____
personally came before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official stamp or seal this _____ day of _____, 20____.

My Commission Expires:

Notary Public

SECURED CREDITOR ACKNOWLEDGMENT (Entity)

State of _____
County of _____

I, the undersigned Notary Public of the County and State aforesaid certify that _____
personally came before me this day and acknowledged that ___ he is the _____
of _____
a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, ___ he signed the foregoing instrument in its name, on it behalf, as its act and deed.

Witness my hand and official stamp or seal this _____ day of _____, 20____.

My Commission Expires:

Notary Public

Willoree Jobe

NORTH CAROLINA DEED OF TRUST

SATISFACTION: The debt secured by the within Deed of Trust together with the note(s) secured thereby has been satisfied in full. This the _____ day of _____, 20____
Signed: _____

Parcel Identifier No. _____ Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: _____

This instrument was prepared by: Jack L. Wilson, Jr., Attorney, P.O. Box 457, Burnsville, NC 28714

Brief description for the index: 7 acres + or -/Egypt Township

THIS DEED of TRUST made this 19 day of September, 2005, by and between:

GRANTOR	TRUSTEE	BENEFICIARY
HATTIE BRADFORD, Widow	JACK L. WILSON, JR. Attorney at Law P.O. Box 457 Burnsville, NC 28714	YANCEY COUNTY COMMISSIONERS <i>County manager</i> <i>682-3971</i>

Enter in appropriate block for each party: name address, and, if appropriate, character of entity, e.g. corporation or partnership

The designation Grantor, Trustee, and Beneficiary as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, That whereas the Grantor is indebted to the Beneficiary in the principal sum of THIRTY FOUR THOUSAND, TWO HUNDRED, SEVENTY THREE Dollars (\$34,273.00), as evidenced by a Promissory Note of even date herewith, the terms of which are incorporated herein by reference. The final due date for payments of said Promissory Note, if not sooner paid, is 1 August, 2013

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682-9645
Donny's
office

(Jamie)

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

(Entity Name)

Hattie Bradford
HATTIE BRADFORD, Widow (SEAL)

By: _____
Title: _____

(SEAL)

By: _____
Title: _____

(SEAL)

By: _____
Title: _____

(SEAL)

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that Hattie Bradford, Widow personally appeared before me this 19 day of September, 2005 and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 19 day of September, 2005

My Commission Expires: August 13, 2010

Michelle Ball
Notary Public


State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is the _____ of _____, a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20__.

My Commission Expires: _____

Notary Public

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____

Witness my hand and Notarial stamp or seal, this _____ day of _____, 20__.

My Commission Expires: _____

Notary Public

The foregoing Certificate(s) of Michelle Ball, NP is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

William J. [unclear] Register of Deeds for Wayne County

By: Durbin [unclear] Deputy/Assistant- Register of Deeds

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