

**Minutes of the 13 January 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 13 January 2014 meeting of the Yancey County Board of Commissioners were, Chairman Johnny Riddle, Commissioner Jill Austin, Commissioner Jim Edwards, Commissioner Randy Ollis, County Manager Nathan Bennett, Clerk to the Board Jason Robinson, County Planner Jamie McMahan, County Attorney Donny Laws, members of the media, and members of the general public. Commissioner Whitson was absent for the January meeting.

**Call to Order and Approval of Agenda**

Chairman Riddle called the meeting to order and asked Commissioner Edwards to deliver the invocation. Chairman Riddle then led everyone in the Pledge of Allegiance. Chairman Riddle then asked for a motion to approve the agenda. Commissioner Edwards made a motion to approve the agenda and it was seconded by Commissioner Austin. The vote to approve was unanimous. (Attachment A)

**Public Comment**

There was no public comment for the month of January.

**Consent Agenda**

The Board next moved to the consent agenda portion of the agenda. On the consent agenda for November were the minutes for the December 9<sup>th</sup> regular meeting. In addition on the consent agenda this month were the performance review monthly reports for the CDBG projects in the county (Attachment B). In addition on the consent agenda for January were Budget Amendments #3 and #4 (Attachment C). Also, the December Tax Collection Report (Attachment D) was included, which was for informational purposes only. Chairman Riddle then asked for a motion to approve the consent agenda. The motion to approve was made by Commissioner Ollis and was seconded by Commissioner Edwards. The vote to approve was unanimous.

**WAMY Community Action**

Ms. Jenifer Fowler with WAMY Community Action was planning on being at the meeting this month but was not in attendance.

**County Manager Business**

The Board next heard from County Manager Nathan Bennett. Mr. Bennett gave the Board an update of the Cane River Park project. Mr. Bennett stated that a second round of request for fencing bids were sent out and only one vendor responded with a bid of \$125,808. In addition to the fencing quote, Mr. Bennett gave notice to the Board that Altec Industries had donated \$135,000 to the County for development of Cane River Park. Mr. Bennett expressed his sincere gratitude to Altec Industries for this generous gift. Upon receiving the news, the Board also expressed its sincere gratitude to Altec for their gift. According to Mr. Bennett, funds are now in place to have contractors get to work on the development of the baseball fields. County Manager Bennett next gave an update on all of the maintenance problems caused by the subzero weather at the library, the DSS building, the tag office, and the former health department. All have experienced some frozen and ruptured pipes within the past week. Mr. Bennett next gave an update on the East Yancey Sewer project. According to Mr. Bennett, he met two days last month with officials from the US Fish and Wildlife Service including a visit to the site of the sewer plant and locations along the collection system. According to Mr. Bennett the US Fish and Wildlife Service was pleased with the condition of the access road. They looked at some possible stream bank restoration along the route and hopefully the project will restart by spring. Mr. Bennett then updated the Board on the partnership with Country Cablevision to open up the former library into a technology center to provide high speed internet to the general public. Mr. Bennett also updated the Board on the Payment In Lieu Of Taxes (PILT) program. This program is a program by the federal government to pay counties for federal lands that are located within their counties. Yancey County receives about \$82,000 in PILT funds and the latest federal budget doesn't have the program funded. Mr. Bennett stated that he has been in contact with Congressman Meadows about the program. Upon hearing from Mr. Bennett, Commissioner Ollis made a motion to send a letter of support for the PILT program to the Congressman as well

as Senator Burr and Senator Hagan. The motion was seconded by Commissioner Edwards and the vote to approve was unanimous.

### **County Attorney Business**

The Board next heard from County Attorney Donny Laws. Mr. Laws stated that he had a few items that needed the Board's attention. First, Mr. Laws stated that the county manager and the finance director have been working to get leases in place for those county properties that need a lease agreement to non-county agencies. According to Mr. Laws, the law allows for the Board to designate the manager to have the authority to enter into a lease for up to one year. Mr. Laws stated that he thought it would be a good idea for the Board to consider allowing the county manager to have this authority. Upon hearing from Mr. Laws, Commissioner Edwards made a motion to adopt a resolution that would delegate to the county manager the authority to enter into leases for up to one year. The motion was seconded by Commissioner Ollis and the vote to approve was unanimous (Attachment E). The next item that Mr. Laws brought before the Board was an easement for the Yancey County Council on Aging (YCCOA) for the Yancey County Senior Center project. According to Mr. Laws, the YCCOA needs an easement from a public road across the County's property to access their property. Upon hearing from Mr. Laws, Commissioner Ollis made a motion to approve the easement to the Yancey County Council on Aging. The motion was seconded by Commissioner Austin and the vote to approve was unanimous (Attachment F). The next item that Mr. Laws had to discuss with the Board was a lease agreement with Mayland Community College. Mr. Laws stated that he had been working with Mayland Community College to draft a lease for the Energy Xchange property as well as some County owned property that is going to be the site of an observatory. This lease will be a long term lease for 20 years. In order to do this lease it has to be advertised for 10 days in the newspaper. Upon hearing from Mr. Laws, Chairman Riddle made a motion that Yancey County formally resolve its intent to lease the Energy Xchange property as described in the proposed lease agreement to Mayland Community College for the term and consideration stated in the proposed Lease Agreement, further Resolve that the property subject to the Lease Agreement will not be needed for county purposes for the term of the proposed Lease, and further resolve that notice of the County's intent to execute the proposed Lease Agreement be published for a period of at least ten days next preceding the February 2014 Regular Board Meeting of the Yancey County Board of Commissioners as required by law (Attachment G). The final item that Mr. Laws was to bring before the Board was a conflict resolution policy. According to Mr. Laws this policy would be in effect for projects that are over \$500,000, this is also required by law. Upon hearing from Mr. Laws, Commissioner Edwards made a motion to adopt the proposed dispute resolution policy. The motion was seconded by Commissioner Austin and the vote to approve was unanimous (Attachment H).

### **Commissioner Business**

Commissioner Ollis stated that a luncheon was going to be held for Darrell Renfro, who is leaving Yancey County Department of Social Service on January 30<sup>th</sup>. Commissioner Ollis stated that a search was underway for a replacement but the first step would be to identify an interim director.

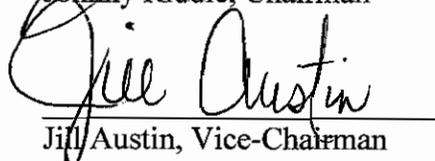
### **Adjournment**

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

Approved and authenticated on this the 10<sup>th</sup> day of February 2014.



Johnny Riddle, Chairman



Jill Austin, Vice-Chairman

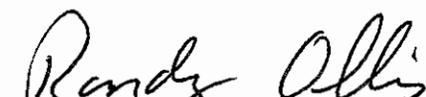
Attest:



J. Jason Robinson  
Clerk to the Board

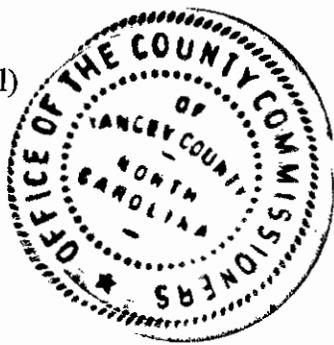


James M. Edwards  
Jim Edwards, Commissioner



Randy Ollis  
Randy Ollis, Commissioner

(county seal)





**AGENDA**  
**YANCEY COUNTY BOARD OF COMMISSIONERS**  
**REGULAR BUSINESS MEETING**  
**January 13, 2013**  
**6:00 P.M.**

- I. Call to Order – Chairman Johnny Riddle
- II. Invocation and Pledge of Allegiance to the Flag
- III. Approval of the Agenda
- IV. Public Comment
- V. Consent Agenda
  - a. Approval of the Minutes- December 9<sup>th</sup> Regular Meeting minutes
  - b. CDBG Performance Review Monthly Reports – Scattered Site Housing and Senior Center Projects
  - c. Budget Amendments #3 and #4
  - d. December Tax Collection Report – Informational
- VI. WAMY Community Action – Total Family Development Program – Jennifer Fowler, Program Coordinator
- VII. County Manager Report – Nathan Bennett, County Manager
  - a. Cane River Park – Fencing Proposal
  - b. Other
- VIII. County Attorney Report – Donny Laws, County Attorney
  - a. Lease Agreement Authorization
  - b. Council on Aging Easement Agreement
  - c. Energy Xchange Lease Agreement
- IX. County Commissioners Report
- X. Adjourn





## **YANCEY COUNTY FINANCE OFFICE**

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FINANCE DIRECTOR, LYNNE E. HENSLEY • [lhensley@yanceycountync.gov](mailto:lhensley@yanceycountync.gov)

FINANCE OFFICER, BRANDI BURLESON • [bburleson@yanceycountync.gov](mailto:bburleson@yanceycountync.gov)

ASST. FINANCE OFFICER, LISA MILLER • [lmiller@yanceycountync.gov](mailto:lmiller@yanceycountync.gov)

### **NOTES TO BUDGET AMENDMENT # 3**

The purpose of this budget amendment is to adjust various line items that came in over the budgeted amount. The biggest was the worker's compensation insurance which bases the premium by the previous year actual salaries. Many line items were safely reduced to cover this overage. Also, with more employees changing their health insurance plans to the Health Savings Account the amount of match for the deductibles increased but there will be savings in the individual department for the actual premiums paid. This amendment also covers the cost of the 2005 incentive agreement with Altec Industries and is being offset by the savings on the EMS contract. The budget is also increased by \$135,000 to reflect the contribution to the Cane River Park from Altec Industries. The net difference of this budget amendment is \$135,000 which increases the budget from \$21,302,180 to \$21,437,180.

### **NOTES TO BUDGET AMENDMENT # 4**

Budget amendment # 4 reflects the contribution to the Cane River Park so the actual project budget is increased.

If there are any questions related to Budget Amendment # 3 & # 4, please feel free to call me at 682-3971 and I will answer any questions you may have.

Brandi Burleson  
Finance Officer

**YANCEY COUNTY COMMISSIONERS**

BUDGET AMENDMENT # 3

FUND: GENERAL

As entered in the minutes of the Yancey County Board of Commissioners at a meeting on Monday, January 13, 2013.

EXPEND. CODE	ACCOUNT	INCREASE	DECREASE
104200-519101	AUDIT ADJUST		10,000.00
104200-5186	WORKER'S COMP	30,967.00	
104200-5239	VACCINATIONS		1,000.00
104200-522001	EMPLOYEE APPREC	200.00	
104200-5189	CHRISTMAS BONUS	3,600.00	
104200-5391	ADVERTISING - LEGAL		1,600.00
104200-5451	PROP & LIAB INS	5,000.00	
104200-5523	COUNTY NETWORK BASE		5,000.00
104200-563002	SENIOR CENTER INS	2,850.00	
104200-5321	TELEPHONE		3,000.00
104200-512110	LAW ENFORCEMENT SUPPLEMENT		6,000.00
104200-518301	HEALTH INS - CO MATCH	14,950.00	
104200-512106	COMP TIME PAYOUT		5,000.00
104200-5130	ANNUAL LEAVE PAYOUT		5,000.00
104200-569939	PROPERTY ACQUISITION		4,789.00
104200-5185	UNEMPLOYMENT INSURANCE		16,178.00
104920-569928	ECONOMIC DEVELOPMENT INCENTI	268,356.00	
104370-519303	EMS CONTRACT		268,356.00
107000-600006	CONT TO CAPITAL PROJECTS (CANE RIVER PARK)	135,000.00	
	TOTALS	460,923.00	325,923.00
	NET CHANGE		135,000.00
	CURRENT APPROP		21,302,180.00
	TOTAL APPROP AMENDED		21,437,180.00

EXPEND. CODE	ACCOUNT	INCREASE	DECREASE
104042-449825	CANE RIVER PARK DONATIONS	135,000.00	
	TOTALS	135,000.00	0.00
	NET CHANGE		135,000.00
	CURRENT APPROP		21,302,180.00
	TOTAL APPROP AMENDED		21,437,180.00

0.00

**YANCEY COUNTY COMMISSIONERS**

BUDGET AMENDMENT # 4

FUND: CAPITAL PROJECTS

As entered in the minutes of the Yancey County Board of Commissioners at a meeting on Monday, January 13, 2013.

EXPEND. CODE	ACCOUNT	INCREASE	DECREASE
406121-5660	CANE RIVER PARK PROJECT	135,000.00	
TOTALS		135,000.00	0.00
NET CHANGE			135,000.00

EXPEND. CODE	ACCOUNT	INCREASE	DECREASE
404000-4001	CONT FROM GENERAL FUND	135,000.00	
TOTALS		135,000.00	0.00
NET CHANGE			135,000.00

0.00

*Attachment 0*  
YANCEY COUNTY TAX ADMINISTRATION

End of Month Breakout  
Posted Credits in Date Range 12/01/2013 to 12/31/2013 for Both

Description	Amount
NonVehicle Payments	
County NonVehicle Tax Payments 2013	\$1,352,451.29
County NonVehicle Tax Payments 2012	\$7,542.25
County NonVehicle Tax Payments 2011	\$8,667.52
County NonVehicle Tax Payments 2010	\$2,490.06
County NonVehicle Tax Payments 2009	\$868.41
County NonVehicle Tax Payments 2008	
County NonVehicle Tax Payments 2007	\$16.54
County NonVehicle Tax Payments 2006	
County NonVehicle Tax Payments 2005	
County NonVehicle Tax Payments 2004	
County NonVehicle Tax Payments 2003	
County NonVehicle Advertising Payments	\$60.00
County NonVehicle Interest Payments	\$2,558.46
County NonVehicle Late List Penalty Paym	\$2,804.45
County Foreclosure Cost Payments	
County NonVehicle Refunds	\$467.03
 County NonVehicle Total Payments	 \$1,377,926.01
 Burnsville VFD NonVehicle Tax	 \$20,927.93
South Toe VFD NonVehicle Tax	\$20,741.46
Newdale VFD NonVehicle Tax	\$18,268.55
West Yancey VFD NonVehicle Tax	\$35,927.54
Egypt/Ramseytown VFD NonVehicle Tax	\$11,818.90
Clearmont VFD NonVehicle Tax	\$10,663.05
Double Island VFD NonVehicle Tax	\$4,129.81
Pensacola VFD NonVehicle Tax	\$9,459.59
 VFD NonVehicle Total Payments	 \$131,936.83
 NonVehicle Total Payments	 \$1,509,862.84
 NonVehicle BankCard Amount	 \$46,073.85
NonVehicle BankCard Fee	
Vehicle Payments	
County Vehicle Tax Payments 2013	\$64,520.95
County Vehicle Tax Payments 2012	\$7,085.63
County Vehicle Tax Payments 2011	\$48.74
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 Tax Payments 2003	
County Vehicle Interest	\$971.21
County Vehicle Total Payments	\$72,626.53
Burnsville VFD Vehicle Tax	\$1,452.96
South Toe VFD Vehicle Tax	\$1,137.03
Newdale VFD Vehicle Tax	\$1,508.51
West Yancey VFD Vehicle Tax	\$1,363.29
Egypt/Ramseytown VFD Vehicle Tax	\$377.13
Clearmont VFD Vehicle Tax	\$919.94
Double Island VFD Vehicle Tax	\$139.48
Pensacola VFD Vehicle Tax	\$476.00
VFD Vehicle Interest	\$105.53
VFD Vehicle Total Payments	\$7,479.87
Town of Burnsville Vehicle Tax	\$4,843.14
Town of Burnsville Vehicle Interest	\$71.03
Town of Burnsville Vehicle Total Payment	\$4,914.17
State Vehicle Interest	\$736.84
Vehicle Total Payments	\$85,757.41
Vehicle BankCard Amount	\$3,415.43
Vehicle BankCard Fee	
NonVehicle + Vehicle Total Payments	\$1,595,620.25

12/31/2013

YANCEY COUNTY TAX ADMINISTRATION

Bank Card Register for Date Range:

12/01/2013 to 12/31/2013

Bill	Name	Credit Amount	Card Fee	Total
N2013000356	ANSPACHER, JOHN M REV TRUS	\$884.06		\$884.06
V201308039	AUSTIN, MARY SUE	\$5.71		\$5.71
N2013000661	BAGWELL, KEVIN JAMES	\$306.32		\$306.32
N2013000662	BAGWELL, KEVIN JAMES	\$534.80		\$534.80
V201218104	BATES, THOMAS MICHAEL	\$49.85		\$49.85
V201212007	BLACK, TYRONE DARRELL	\$137.92		\$137.92
N2012001838	BOWLING, REX & LORI	\$6.92		\$6.92
N2013001800	BOWLING, REX & LORI	\$506.62		\$506.62
V201308268	BREWER, DANIEL CHRISTOPHER	\$10.12		\$10.12
N2013002124	BROWN, BILLY JOE	\$1,221.02		\$1,221.02
V201308329	BUCHANAN, MARGUERITE PENLA	\$18.26		\$18.26
V201308336	BUCHANAN, THOMAS CLYDE	\$137.94		\$137.94
V201308337	BUCHANAN, THOMAS CLYDE	\$8.58		\$8.58
V201215470	BURGE, ROSS MALLOY	\$87.67		\$87.67
V201215473	BURLESON, CHARLES THOMAS	\$44.57		\$44.57
V201215474	BURLESON, CHARLES THOMAS	\$12.38		\$12.38
V201306422+	CARPENTER, BRETT STEVEN	\$105.67		\$105.67
V201215516	CHANDLER, JUDY LOCUST	\$20.00		\$20.00
N2013003273	CHEEK, WILLIAM E & MICHELE D I	\$111.44		\$111.44
N2013003297	CHILDS, HARRY B III & FAYMA A	\$1,903.89		\$1,903.89
V201204332	CHRISAWN, ANITA AUTREY	\$24.04		\$24.04
V201215525	CHRISAWN, ANITA AUTREY	\$87.26		\$87.26
V201308441	COATES, ERIC CHRISTOPHER	\$62.55		\$62.55
N2013003814	CROUSE, MARGARET LIVING TRU	\$573.44		\$573.44
N2013004335	DOCTOR, JAMES E & JASON A	\$2,446.70		\$2,446.70
N2013004336	DOCTOR, JAMES EDWARD &	\$189.28		\$189.28
N2013004337	DOCTOR, JAMES EDWARD &	\$226.80		\$226.80
V201306563+	DONEY, APRIL LYN	\$33.34		\$33.34
V201306565+	DONEY, WILLIAM LEE	\$29.43		\$29.43
V201306592+	EDMONDSON, JOYCE MARIE	\$30.46		\$30.46
N2013004646	EDWARDS, DIANA C MCCARTY	\$261.20		\$261.20
N2013005062	FEMIANO, STEPHEN J	\$645.46		\$645.46
N2013005063	FEMIANO, STEPHEN J & LIMING XI	\$348.30		\$348.30
V201218396	FOWLER, PATRICK MICHAEL	\$21.40		\$21.40
V201217094	FOX, DERRICK EUGENE	\$46.37		\$46.37
N2013005443	FOX, JEFFREY & OTHERS	\$507.17		\$507.17
N2013005445	FOX, JEFFREY C	\$279.00		\$279.00
N2013005679	GARCIA, EDUARDO L & DAISY S	\$188.65		\$188.65
V201308668	GARVIN, JANICE CRUTCHFIELD	\$77.39		\$77.39
N2013005788	GEHRING, MARK R & LORI P	\$250.31		\$250.31
V201308699	GOHEEN, JOEL RILEY	\$20.78		\$20.78
N2013006071	GRAF, ROBERT F & DEBORAH W	\$1,632.45		\$1,632.45
N2013006072	GRAF, ROBERT F & JAMES J EMM	\$1,001.80		\$1,001.80
N2013006438	HALL, MARJORIE & GRADY ANGLI	\$88.60		\$88.60
N2011006492	HALL, MARJORIE & GRADY ANGLI	\$78.40		\$78.40

YANCEY COUNTY TAX ADMINISTRATION

Bank Card Register for Date Range:

12/01/2013 to 12/31/2013

Bill	Name	Credit Amount	Card Fee	Total
N2013006516	HARDIN, ENNIS G	\$149.85		\$149.85
V201306807+	HARDY, KAVITA DANIELLE	\$24.41		\$24.41
N2013006750	HELLER, JOHN & SUSAN	\$90.97		\$90.97
V201215800	HELMS, JAMES EDMOND	\$49.43		\$49.43
V201306910+	HOLLAND, PATRICIA DIANE	\$69.89		\$69.89
V201217261	HONEYCUTT, ADAM EDDIE	\$27.37		\$27.37
V201220088	HONEYCUTT, ADAM EDDIE	\$4.67		\$4.67
V201210727	HOWE, NICOLA CLAIRE	\$56.50		\$56.50
V201308892	HOWELL, JEFFERY BROWN	\$62.89		\$62.89
N2013007763	HUGHES, CHRISTOPHER MICHAEL	\$731.92		\$731.92
N2013007840	HUGHES, MICHAEL DAVID & CHRIS	\$53.73		\$53.73
N2013008144	JAGOE, WILLIAM R IV & KIMBERLY	\$4,050.00		\$4,050.00
V201307033+	JARVIS, ERIK CHRISTOPHER	\$20.30		\$20.30
V201308976	JARVIS, ERIK CHRISTOPHER	\$5.29		\$5.29
N2013008198	JENNINGS, GILBERT C & CATHER	\$27.00		\$27.00
V201308999	JOHNSON, LUCAS RAY	\$155.15		\$155.15
N2013008326	JOHNSON, WOFFORD N & ANN T	\$96.88		\$96.88
N2013008327	JOHNSON, WOFFORD N & ANN T	\$75.60		\$75.60
N2013008439	JUHL, JAMES E & LINDA J MAY	\$2,608.04		\$2,608.04
V201309039	KINSEY, KARA MICHELLE	\$12.16		\$12.16
N2013008780	KRAUSE, RICHARD A & SANDRA J	\$385.17		\$385.17
V201309050	LAMONT, SUSAN LYNN	\$10.58		\$10.58
V201309111	LEHMAN, PAUL CONRAD	\$11.80		\$11.80
V201305065	LINDSEY, JENNIFER JORDAN	\$32.69		\$32.69
V201309136	LIVENGOOD, FORREST DAVID	\$49.84		\$49.84
V201303062	LOE, LINDA SIMS	\$49.42		\$49.42
V201303063	LOE, ROBERT CHRISTOPHER	\$21.10		\$21.10
V201309185	MCCART, MICHAEL ALBERT	\$78.16		\$78.16
N2013009876	MCDONALD, DONALD E & MARILYN	\$2,700.00		\$2,700.00
V201307223+	MCGUIRE, PETER AMMON	\$11.15		\$11.15
V201217470	MCINTOSH, LARRY RAY	\$17.98		\$17.98
V201217470	MCINTOSH, LARRY RAY	(\$17.98)		(\$17.98)
V201307235+	MCINTOSH, SAMUEL LEE	\$62.16		\$62.16
V201216128	MCKINNEY, JERRY LEE	\$52.40		\$52.40
V201217500	METCALF, PATRICIA LYNNE	\$221.57		\$221.57
V201309271	MILLER, BRITTNEY MICHELE	\$8.25		\$8.25
N2013010681	MOORE, BRENDA BOONE & FRANK	\$5.60		\$5.60
V201309299	MORRIS, SHERRY JOAN	\$149.07		\$149.07
V201309301	MORROW, BRIAN HOUSTON	\$39.20		\$39.20
N2013011041	MUSSELWHITE, ROBERT R & CATHY	\$633.96		\$633.96
V201307367+	OGLE, JOHNNY ELBERT	\$15.98		\$15.98
V201309355	OGLE, JOHNNY ELBERT	\$15.07		\$15.07
V201310425	OGLE, JOHNNY ELBERT	\$1.50		\$1.50
V201310426	OGLE, JOHNNY ELBERT	\$3.25		\$3.25
N2013011304	OLD HICKORY PROPERTIES INC	\$516.34		\$516.34

YANCEY COUNTY TAX ADMINISTRATION

Bank Card Register for Date Range:

12/01/2013 to 12/31/2013

Bill	Name	Credit Amount	Card Fee	Total
V201216227	PENLAND, JASON MARK	\$30.44		\$30.44
V201309408	PETERSON, KAYLEE BROOKE	\$26.26		\$26.26
N2013011915	PHILLIPS, WARD WELDON	\$26.40		\$26.40
N2013011945	PINSON, CAROL ANN TRUSTEE	\$148.50		\$148.50
N2013011946	PINSON, CAROL ANN TRUSTEE	\$113.85		\$113.85
V201301438	QUERIAPA, MELCHOR SANCHEZ	\$25.13		\$25.13
V201307405	RANDOLPH, ROBERT DANIEL	\$16.19		\$16.19
V201307511+	RANSOM, JOHN HENRY JR	\$14.85		\$14.85
V201309531	RETONDO, MATTHEW DAVID	\$5.28		\$5.28
N2013012825	RIDDLE, CHARLES E & GENEVA A	\$124.88		\$124.88
N2013012826	RIDDLE, CHARLES E & GENEVA A	\$599.20		\$599.20
N2013012827	RIDDLE, CHARLES E & GENEVA A	\$168.00		\$168.00
N2013012828	RIDDLE, CHARLES E & GENEVA A	\$1,274.56		\$1,274.56
N2013012829	RIDDLE, CHARLES E & GENEVA A	\$60.48		\$60.48
N2013012830	RIDDLE, CHARLES E & GENEVA A	\$220.08		\$220.08
N2013012832	RIDDLE, CHARLES E & GENEVA A	\$189.28		\$189.28
N2013012833	RIDDLE, CHARLES E & GENEVA A	\$166.32		\$166.32
N2013012834	RIDDLE, CHARLES E JR	\$676.48		\$676.48
N2013012835	RIDDLE, CHARLES E JR	\$404.88		\$404.88
V201216351	ROBERSON, RANDOLPH WILBOR	\$51.96		\$51.96
N2013013012	ROBERTSON, SANDRA	\$1,238.49		\$1,238.49
N2013013013	ROBERTSON, SANDRA	\$778.80		\$778.80
V201220611	ROBINSON, CHARLIE BURGIN	\$16.66		\$16.66
V201309563	ROBINSON, CHRISTINA MARIE	\$56.39		\$56.39
V201219117	ROBINSON, CLEO JR	\$48.89		\$48.89
N2013013292	RODDY, DAVID RAY	\$475.92		\$475.92
V201309607	RODDY, DAVID RAY	\$25.36		\$25.36
V201309608	RODDY, DAVID RAY	\$27.72		\$27.72
V201209375	SCHWOCK, ERIC DAVID	\$96.54		\$96.54
N2013013748	SHARP, DEBORAH S & SCOTT D E	\$57.63		\$57.63
N2013013749	SHARP, DEBORAH S & SCOTT D E	\$83.06		\$83.06
N2013013750	SHARP, DEBORAH S & SCOTT D E	\$45.20		\$45.20
N2013013751	SHARP, DEBORAH S & SCOTT D E	\$1,933.54		\$1,933.54
V201307633+	SHARP, DEBORAH STURRUP	\$146.72		\$146.72
N2013013902	SHUFORD, JAY & VICKY G	\$362.17		\$362.17
N2013013903	SHUFORD, JAY & VICKY G	\$905.41		\$905.41
N2013013904	SHUFORD, JAY & VICKY G	\$40.68		\$40.68
N2013013905	SHUFORD, JAY & VICKY G	\$106.22		\$106.22
N2013013906	SHUFORD, JAY & VICKY G	\$348.55		\$348.55
V201307684+	SIMPSON, TIADRA FAITH	\$25.04		\$25.04
V201307695+	SMITH, EMILY JUSTINA	\$21.10		\$21.10
N2013014391	SNYDER, ROBERT E & DIANE	\$1,482.30		\$1,482.30
N2013014392	SNYDER, ROBERT E TRUSTEE	\$3,675.13		\$3,675.13
N2013014392	SNYDER, ROBERT E TRUSTEE	(\$3,675.13)		(\$3,675.13)
N2013014392	SNYDER, ROBERT E TRUSTEE	\$3,675.13		\$3,675.13

YANCEY COUNTY TAX ADMINISTRATION

Bank Card Register for Date Range:

12/01/2013 to 12/31/2013

Bill	Name	Credit Amount	Card Fee	Total
V201309778	SWANN, CATORI SUNSHINE WYM	\$64.58		\$64.58
N2013014991	TEMPLIN, JAMES E	\$1,323.69		\$1,323.69
N2013014992	TEMPLIN, JAMES E	\$225.50		\$225.50
V201213341	THEODORIDES, GREGG	\$80.80		\$80.80
N2013015401	TROXLER, BRETT M ETAL	\$76.16		\$76.16
V201307727	VAN HOUTEN, WEICHER HENDRII	\$45.16		\$45.16
V201211645	VINSON, JOHN CLIFFORD	\$15.99		\$15.99
V201301864	WESTALL, RICHARD ALAN	\$9.47		\$9.47
V201307762	WESTALL, RICHARD ALAN	\$6.00		\$6.00
N2013016084	WHITEHEAD, KATHLEEN	\$202.16		\$202.16
N2011016170	WHITSON, ARTHUR L/E	\$160.00		\$160.00
N2011016170	WHITSON, ARTHUR L/E	\$19.40		\$19.40
N2012016040	WHITSON, ARTHUR L/E	\$140.60		\$140.60
V201216587	WHITSON, ZYNDALL LEE	\$36.15		\$36.15
V201213477	WILD-MCLEOD, VICKI LYNNETTE	\$82.89		\$82.89
N2013016481	WILSON, JOHNNY LYNN	\$278.32		\$278.32
N2013016561	WILSON, RICHARD W	\$163.52		\$163.52
N2013016562	WILSON, RICHARD W	\$688.24		\$688.24
V201307906	WOODY, MICHAEL ADAM	\$26.32		\$26.32
N2013016935	WORLD FOR CHRIST RADIO INC	\$602.56		\$602.56
V201220904	WYANDT, DANIEL RAY	\$20.60		\$20.60
N2011017022	WYATT, ROBERT B & GLENDA W	\$170.00		\$170.00
Vehicle Total:		\$3,415.43		\$3,415.43
NonVehicle Total:		\$46,073.85		\$46,073.85
Total:		\$49,489.28		\$49,489.28



	\$36,903.03	\$15,985.33	\$11,413.60	\$8,535.06	\$7,843.97	\$6,535.09	\$8,169.96	\$8,136.06	\$3,341.32	\$9,687.72
County Advertising Cost	\$1,480.37	\$656.00	\$440.00	\$304.00	\$232.00	\$182.00	\$178.50	\$147.00	\$119.00	\$462.50
NonVehicle	\$2,016.63	\$37,977.26	\$11,242.03						\$949.23	\$52,185.15
Totals	\$2,759,538.29	\$439,399.36	\$126,118.21	\$56,996.57	\$34,789.84	\$25,302.84	\$18,627.08	\$21,159.00	\$19,467.38	\$8,651.05

Billed to Date      % Collected  
 County NonVehicle Tax 2013      \$12,274,813.16      79.55%

12/31/2013



	\$3,273.31	\$4,635.34	
TOWN OF BURNSVILLE Vehicle Interest	\$221.40	\$401.90	\$623.30
BURNSVILLE FIRE DISTRICT Vehicle Interest	\$69.77	\$97.45	\$167.22
CANE RIVER FIRE DISTRICT Vehicle Interest	\$26.74	\$40.63	\$67.37
EGYPT FIRE DISTRICT Vehicle Interest	\$10.58	\$14.33	\$24.91
RAMSEYTOWN FIRE DISTRICT Vehicle Interest	\$10.46	\$16.90	\$27.36
GREEN MOUNTAIN FIRE DISTRICT Vehicle Interest	\$11.19	\$17.15	\$28.34
JACKS CREEK FIRE DISTRICT Vehicle Interest	\$40.32	\$57.22	\$97.54
BRUSH CREEK FIRE DISTRICT Vehicle Interest	\$13.27	\$21.34	\$34.61
CRABTREE FIRE DISTRICT Vehicle Interest	\$90.17	\$127.00	\$217.17
SOUTH TOE FIRE DISTRICT Vehicle Interest	\$48.06	\$59.60	\$107.66
PENSACOLA FIRE DISTRICT Vehicle Interest	\$14.19	\$18.60	\$32.79
PRICES CREEK FIRE DISTRICT Vehicle Interest	\$28.57	\$38.88	\$67.45
DMV Vehicle Interest	\$3,516.49	\$1,922.97	\$5,439.46
Totals	\$173,156.89	\$71,620.47	\$244,777.36
	Billed to Date	% Collected	
	County Vehicle Tax 2013	\$351,758.48	59.81%

12/31/2013



## RESOLUTION

### *Delegating Leasing Authority to Manager*

**WHEREAS**, Yancey County owns various parcels of property that it has no current need for; and

**WHEREAS**, North Carolina General Statute § 160A-272 authorizes the Board of Commissioners to delegate to the county manager the authority to determine that specific parcels are temporarily surplus to the county's needs and to lease such parcels for periods of up to one year.

**NOW, THEREFORE, BE IT RESOLVED** by the Yancey County Board of Commissioners as follows:

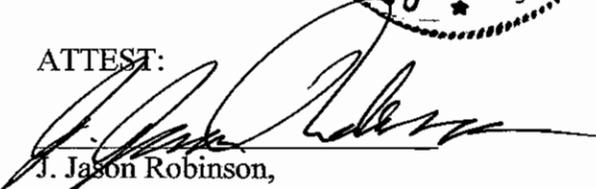
1. The county manager is authorized to determine that specific parcels of county-owned property are surplus to the county's current needs and to enter into leases of such parcels for periods of up to one year, upon such terms and conditions as the manager shall determine.
2. The county manager shall report to the Board of Commissioners at the first meeting of each quarter as to any leases of county-owned property entered into during the preceding quarter.
3. That this resolution be effective upon adoption.

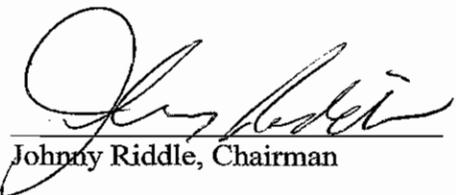
**ADOPTED** this the 13<sup>th</sup> Day of January, 2014.

(County Seal)



ATTEST:

  
J. Jason Robinson,  
Clerk to the Board of Commissioners

  
Johnny Riddle, Chairman

*Attachment F*

Prepared by Donny J. Laws, Attorney at Law, PO Box 397, Burnsville, NC 28714

**STATE OF NORTH CAROLINA**

**COUNTY OF YANCEY**

**EASEMENT**

14 January 2013

**THIS EASEMENT** is entered into on this the day and year first above written, by and between, **YANCEY COUNTY, a Body Politic and Corporate of the State of North Carolina**, hereinafter referred to as "Grantor" and **YANCEY COUNTY COMMITTEE ON AGING, INC., a North Carolina Non-Profit Corporation**, hereinafter "Grantee"; thus

**WITNESSETH**

**THAT WHEREAS** the Grantee is the owner of a tract or parcel of land lying and being situated in Burnsville Township, Yancey County, North Carolina, containing 0.562 acre, more or less, as the same is more particularly described by metes and bounds in that Deed dated 16 June 2008 and recorded of record at Yancey County Deed Book 598, Page 35, to which reference is hereby made for a more particular description of such property as if set forth fully herein; and

**WHEREAS** the Grantor is the owner of certain adjoining lands upon which is situated paved access roads and parking areas as the same are shown and delineated on a map and plat of a survey by James R. Hughes, PLS L-3515, dated 8 June 2010 with a Job File Number of 02108-B979 which said paved areas include a parking area situated directly adjacent to the Grantee's property and a circular access drive which leads to and from Wheeler Hills Road, a Public Roadway; and

WHEREAS the Grantee is desirous of obtaining an easement for a road right of way over and upon said paved access road and an easement for the use of the parking area adjacent to its lands, and as the Grantor is amenable to the conveyance of such an easement.

NOW THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration given and received, the receipt of which is hereby acknowledged, the Grantor does hereby give, grant, and convey unto the Grantee herein, its successors and assigns, a perpetual and non-exclusive easement and road right of way to use the paved access roadways shown and delineated on a map and plat of a survey by James R. Hughes, PLS L-3515, dated 8 June 2010 with a Job File Number of 02108-B979 as a means of access over and upon the lands of the Grantee, to and from Wheeler Hills Road, a Public Roadway, together with rights of ingress, egress, and regress for the purposes of inspecting, maintaining, repairing and improving said paved access roadway, and FURTHER to use the paved parking areas situated upon lands owned by the Grantor lying adjacent to the property of the Grantee herein, together with the rights of others therein.

IN WITNESS WHEREOF the Grantor has hereunto set its hand and has affixed its seal on this the day and year first above written.

YANCEY COUNTY, by

*Johnny R. Riddle*  
Name: Johnny R. Riddle  
Title: Chairman

ATTEST:

(SEAL)



*J. Taron Robinson*  
Name: J. Taron Robinson  
Title: Clerk to the Board

STATE OF NORTH CAROLINA  
COUNTY OF YANCEY

I, *Jannie L. McMahon* a Notary Public of the State and County aforesaid do hereby certify that *Johnny Riddle*, did personally appear before me and did acknowledge his due execution of the foregoing Easement on behalf of the Grantor Yancey County by authority duly given as its *Chairman*, as the true act and deed of said Grantor, for all of the purposes therein expressed. WITNESS my hand and official seal. *11/13/14*

*J. McMahon*  
Notary Public  
My Commission Expires: *2/13/15*

# Attachment G

## NOTICE OF INTENT TO AUTHORIZE LEASE

**NOW COMES** Yancey County and pursuant to NC Gen. Stat. 160A-267, 272 and 279 and gives notice of Yancey County's intent to enter into a Lease Agreement with Mayland Community College for a period ending 31 December 2033 at an annual lease payment of \$1.00 per year, the property subject to the Lease being more particularly described as those lands located in Crabtree Township, Yancey County, North Carolina, as follows:

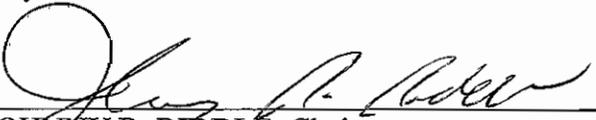
**BEING ALL** that tract of land containing twenty (20) acres, more or less, located in Crabtree Township, Yancey County, North Carolina, being bordered on the southwest by lands now or formerly owned by Anthony Robinson, and on all other sides by lands owned by Yancey and Mitchell Counties being known as the Landfill Property, more particularly described as follows:

**BEGINNING** at a calculated point located N 30 42 39 W 0.74 feet from a found iron, common corner to Rabon Robinson and Anthony Robinson, and said Beginning point being the termination of the 12<sup>th</sup> call in that deed recorded at Yancey County Deed Book 238, Page 1, and runs thence from said Beginning point due north approximately 1,275 feet to a point in the centerline of the existing roadway which presently leads to the shooting range operated by Mayland Community College on lands owned by the Lessors herein; thence a southeasterly direction approximately 1,400 feet to a point marking the northeastern corner of that 3.181 acre tract of land more particularly shown and delineated on a composite map by G. Marcus Brittain RLS L-3264, which said 3.181 acre tract consists of the site upon which is located the facility commonly known as Energy Xchange, said point being located in the southern margin of the roadway commonly known as Landfill Road at the intersection of said roadway with the western margin of the roadway that leads south from Landfill Road to the building commonly known as the Transfer Station; thence with the outside line of said 3.181 acre tract S 23 W 220 feet to a point, S 40 W approximately 625 feet, to a point in the outside line of that tract of land more particularly described at Yancey County Deed Book 238, Page 1, and in the line of those lands now or formerly owned by Anthony Robinson; thence with said line and the line of Yancey County Deed Book 238, Page 1 to the point of BEGINNING.

**ALSO CONVEYED** unto the Lessee, its successors and assigns, and reserved unto the Lessor, its successors and assigns, is a perpetual and non-exclusive easement and road right of way 45 feet in width as measured 22.5 feet on each side of the presently existing centerline for the use of all private roadways leading to and from the above described property and the public roadway, and all roadways which traverse any portion of the above described property, together with easements for ingress, egress, and regress for purposes of maintaining, improving and repairing said roadways.

Further, it is the intent of Yancey County to enter into this Lease Agreement by resolution to be adopted at its regular meeting on 10<sup>th</sup> February 2014.

This the 13<sup>th</sup> day of January 2014.

  
\_\_\_\_\_  
JOHNNY R. RIDDLE, Chairman  
Yancey County Board of Commissioners

STATE OF NORTH CAROLINA                      COUNTY OF YANCEY

LEASE AGREEMENT - \_\_\_\_\_ day of \_\_\_\_\_ 2014

**THIS LEASE AGREEMENT** is made and entered into on this the day and year first above written, by and between, **YANCEY COUNTY and MITCHELL COUNTY, Bodies Politic and Corporate of the State of North Carolina**, hereinafter referred to as Lessor, and **MAYLAND COMMUNITY COLLEGE, a Corporate Body Existing Under NC Gen. Stat. 115D-14**, hereinafter referred to as Lessee; thus

**W I T N E S S E T H**

**THAT WHEREAS** the Lessors are entities authorized to appropriate funds to the Lessee for the purposes of carrying out a public purpose and further that the Lessors desire to enter into the terms and provisions of this Lease to convey unto the Lessee a long term lease in property which the Lessors own, all of which is permitted and allowed under North Carolina General Statute 160A-279. Therefore, pursuant to the terms and provisions of said statute the Lessor does hereby let and lease unto the Lessee those lands more particularly set forth herein below for the term set forth herein below, as follows:

**TO HAVE AND TO HOLD** said premises unto the Lessee upon the following terms and conditions:

- 1) Term: The term of this Lease shall commence on 1 February 2014 and extend through and until 31 December 2033.
- 2) Basic Rent: Rents hereunder shall be payable as follows: All payments shall be made on or before the first day of each calendar year over the term of this Lease and shall be in an amount of \$1.00 per year.
- 3) Demised Premises: The Premises shall be those lands located in Crabtree Township, Yancey County, North Carolina, more particularly described and delineated on Exhibit "A" attached hereto and incorporated herein by reference as if set forth fully herein.
- 4) Covenants Regarding Use of Property and Indemnification: The Demised Premises shall be put to a public use by the Lessee and shall be used only for those purposes of reclaiming methane gas and using in the reclamation process those gasses to support art and craft studios, greenhouses and plant nurseries, and related educational activities associated with education of the arts and horticulture, together with the construction and location of a public astronomical observatory on a portion of the property, together with any other public purpose consented to and authorized by the Lessor in writing. The Lessee will keep and maintain and comply with all ordinances, laws and

regulations of authorities regarding the use of the property. The Lessee does hereby further covenant and agree to and with the Lessor that it shall indemnify the Lessor against and shall hold the Lessor harmless from any and all liability which it may or might incur as a result of any damages at law or in equity as to the loss of person or property which might incur by reason of the Lessee's occupation of the demised premises or the acts or omissions of the Lessee, its employees, agents, and/or invitees.

- 5) Covenant of Title and Quiet Enjoyment: The Lessor covenants and warrants to the Lessee that the Lessor has full right and lawful authority to enter into this Lease for the term hereof and that provided the Lessee is not in default hereunder, Lessee's quiet and peaceable enjoyment of the premises shall not be disturbed by anyone claiming through the Lessor.
- 6) Inspection: The Lessor shall have the right at all times: (a) to enter and inspect the building, and (ii) upon reasonable notice to Lessee to enter and inspect the demised premises.
- 7) Insurance: The parties hereto do hereby covenant and agree that the Lessor has and shall maintain upon the building in which the demised premises is situate insurance against loss from fire and hazard. The Lessee covenants to and with the Lessor that it shall maintain a policy of general liability insurance in the amount of \$1,000,000 per occurrence which shall insure against damage or loss to person or property pertaining to the use of the demised premises by the Lessee, specifically naming the Lessor as an additional loss-payee on any such policy of insurance. The Lessee further covenants to and with the Lessor that it shall main adequate insurance coverage upon any and all personal property, chattels, and inventory and products on hand so as to insure the same against damage or loss from fire or hazard. The Lessee shall also provide the Lessor with documentation of workers compensation insurance.
- 8) Responsibilities of Lessee: The Lessee shall be responsible for any and all damages which occur on or about the facility as a result of its negligence; to bear the cost of and be solely responsible for the cost of all repairs to the facility; to make no additions or alterations to the facility without the express prior written approval of the Lessor; to keep the premises in as good condition, including routine maintenance and cleaning, and to return the premises to the Lessor at the termination of this agreement in as good a condition as it was received at the commencement hereof, ordinary wear and tear excepted; to maintain and upkeep the grounds around and about the facility; and to be responsible for all utility costs associated with its use of the facility.
- 9) Fire or Casualty: If the building or the demised premises or any portion thereof shall be damaged or destroyed by fire or other casualty, the Lessor or Lessee shall have the right to terminate this Lease effective as of the date of

such damage or destruction. If the Lessor and Lessee do not elect to terminate this Lease, then the rentals shall abate during the period of reconstruction.

10) Assignment or Subletting: The Lessee shall not have the right to assign this Lease or to sublet the demised premises in whole or in part, without the prior written consent of the Lessor.

11) Default:

a) Each and every one and all of the following events shall constitute an event of default:

- i) If the Lessee fails to pay any sum due from it in strict accordance with the provisions of this Lease, and does not make such payment within five days of such payment being due as herein provided. For the purposes hereof all sum due from the Lessee shall constitute rentals whether denominated as rentals or otherwise elsewhere herein.
- ii) If the Lessee fails to fully perform and comply with each and every condition and covenant of this Lease Agreement and such failure of performance continues for a period of fifteen days after notice thereof.
- iii) If the Lessee vacates or abandons the demised premises.

b) Upon the occurrence of any event of default as set forth herein above, the Lessor shall have the right, at its option, to utilize any one or more of the following rights:

- i) To cancel and terminate this Lease Agreement and all interests of the Lessee hereunder by giving notice of such cancellation and termination not less than ten days prior to the effective date of such termination. Upon the expiration of such ten day period, the Lessee shall have no further rights under this Lease Agreement.
- ii) To re-let the demised premises or any part thereof for any term, with or without terminating the Lease, and at such rentals and on such other terms as the Lessor may elect, and to alter and repair the premises as the Lessor shall deem necessary.
- iii) All other rights and remedies provided by law to Lessor with a defaulting Lessee, including all such money damages as the Lessor shall be entitled pursuant to the law of damages.

- c) In the event of any conflict between any of the provisions hereof regarding the amount of time that must elapse without cure after notice of breach before the same constitutes an event of default, then the provisions establishing the greatest amount of time to cure after notice shall prevail
- 12) Binding Effect & Complete Terms: The terms, covenants, conditions, and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by the Lessor and the Lessee and by their respective heirs, successors, and assigns. All negotiations and agreements of the Lessor and the Lessee are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by the Lessor and Lessee.
- 13) Construction of Lease: This lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of the same.
- 14) Utilities: The Lessee shall be solely responsible for and timely pay the cost of any and all utilities which it shall require for its use of the demised premises except as may be provided under separate agreement.
- 15) Waiver: No failure by the Lessor to exercise any rights hereunder to which the Lessor may be entitled shall be deemed a waiver of the Lessor's right to subsequently exercise the same. The Lessee shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of the Lessor's failure to timely assert its rights. No acceleration of rentals, regardless of how often occurring, which the Lessor chooses to ignore by thereafter accepting rental or other performance by the Lessee shall constitute a waiver of the right to thereafter accelerate rentals.
- 16) Notices: All notices required by this Agreement shall be forwarded to:

Lessee: Mayland Community College

Lessor: Yancey County

Mitchell County

Notices, demands, and requests which shall be served upon the Lessor and Lessee in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder.

17) Integration Clause: Any stipulations, representations, or agreements, parol or written, made prior to or contemporaneously with this Agreement, shall have no legal or equitable consequences, and the only agreement made and binding on the parties hereto is contained herein and it is the complete and total integration of the intent and understanding of the Lessor and Lessee.

18) Severability:

19) Statutory Authorization: That as stated herein above this Lease is made and entered into pursuant to NCGS 160A-279 and, as required by said statute and pursuant to NCGS 160A-267 and NCGS 160A-272 the Lessor does propose to enter into the terms and provisions of this Lease Agreement which is a Lease Agreement for more than ten years:

- a. The Lessor Yancey County has adopted a resolution at its \_\_\_\_\_ February 2014 Regular Business Meeting authorizing entry of this Lease after having resolved at its 13 January 2014 meeting of its intent to authorize the Lease and further giving notice by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing its intent to authorize the Lease at its \_\_\_\_\_ February 2014 meeting, a copy of the notice being attached hereto as Exhibit "B".
- b. The Lessor Mitchell County has adopted a resolution at its \_\_\_\_\_ February 2014 Regular Business Meeting authorizing entry of this Lease after having resolved at its \_\_\_\_\_ January 2014 meeting of its intent to authorize the Lease and further giving notice by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing its intent to authorize the Lease at its \_\_\_\_\_ February 2014 meeting, a copy of the notice being attached hereto as Exhibit "C".

The remainder of this page left intentionally blank.

**IN TESTIMONY WHEREOF** the parties hereto have hereunto set their hands and have affixed their respective seals on this the day and year first above written.

**YANCEY COUNTY, a Body Politic and Corporate of the State of North Carolina, Lessor**

**By:** \_\_\_\_\_

**Title: Yancey County Manager**

**MITCHELL COUNTY, a Body Politic and Corporate of the State of North Carolina, Lessor**

**By:** \_\_\_\_\_

**Title: Mitchell County Manager**

**MAYLAND COMMUNITY COLLEGE, Lessee**

**By:** \_\_\_\_\_

**Title: President, Mayland Community College**

# Attachment A

## DISPUTE RESOLUTION POLICY

THAT WHEREAS Yancey County may from time to time be involved in construction contracts requiring the use of a dispute resolution process as required by NC Gen. Stat. 143-128(f1) and it is the intent of this policy for Yancey County to adopt a dispute resolution process which said process shall be used as an alternative to the dispute resolution process adopted by the North Carolina State Building Commission.

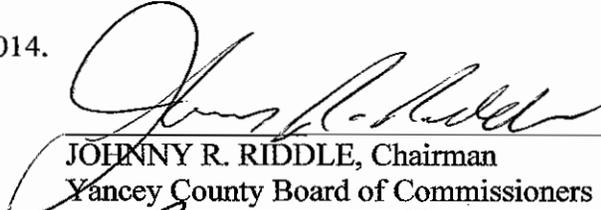
THE DISPUTE RESOLUTION PROCESS adopted herein will be available to all parties involved in Yancey County's construction projects, including without limitation Yancey County, the architect, construction manager, contractors, and all subcontractors and shall be available for any issues arising out of the contract or construction process and is as follows:

- 1) This policy shall be applicable to all disputes having an amount in controversy of \$15,000.00.
- 2) The cost of the process shall be divided on a pro rata basis between the parties involved to the dispute with Yancey County paying at least one-third of the cost if Yancey County is a party to the dispute.
- 3) The process shall be consistent with and analogous to the rules and procedures applicable to Statewide Mediated Settlement Conferences in Superior Court Civil Actions as adopted and published by the North Carolina Supreme Court.
- 4) The process set forth herein may occur simultaneously with litigation filed by any party regarding the dispute and the mediation process contemplated hereunder shall be that same mediation process required to be conducted in all cases filed in the Superior Division of the General Court of Justice for North Carolina.
- 5) In the event it is determined that NC Gen. Stat. 143-128(f1) requires mediation before the initiation of litigation then the mediation process set forth herein shall be the policy adopted by the undersigned.

ADOPTED on this the 13<sup>th</sup> day of January 2014.

ATTEST:



  
JOHNNY R. RIDDLE, Chairman  
Yancey County Board of Commissioners

  
J. JASON ROBINSON, Clerk to the  
Yancey County Board of Commissioners