### BURNSVILLE TOWN COUNCIL AGENDA

#### Regular Meeting - Thursday, September 4, 2025, 6pm Burnsville Town Hall

- 1. Adoption of Agenda
- 2. Public Comment
- 3. Consideration of Minutes
  - a. Regular meeting held on August 7, 2025
- 4. Public Hearings
- 5. Presentations
- 6. Manager's Update Heather Hockaday
  - a. Project updates
    - i. FEMA Harper Construction Maintenance Agreement Temporary Raw Water Intake System
    - ii. ARPA
    - iii. 118 N. Main renovation Change order
  - b. Consideration of Cash Flow Loan Round 3 Resolution
  - c. Consideration of Resolution to apply for new DEQ & EDA funding
  - d. Tax Report
- 7. Department Updates
  - a. Public Works Shane Dale

i.

- b. Finance Leslie Crowder
  - i. Budget vs. Actual, previously provided to Council
  - ii. Capital project ordinance
  - iii. Request to close CDBG-I account
- c. Fire Department Niles Howell
- d. Police Department Brian Buchanan
- e. Zoning/Code Enforcement/Flood Plain Administration Brian Buchanan
- f. Burnsville Town Center Corbin Cooper
- 8. Council Members' Reports
- 9. Updates from Advisory Boards and Non-Profits
  - a. Yancey/Burnsville Chamber of Commerce
  - b. High Country Council of Governments
- 10. Closed Session
- 11. Next Town Council Meeting Regular meeting on October 2, 2025, 6pm
- 12. Adjourn

# BURNSVILLE TOWN COUNCIL Regular Meeting - Thursday, August 7, 2025, 6pm Burnsville Town Hall

On Thursday, August 7, 2025, at 6pm, the Burnsville Town Council with Mayor Russell Fox and Councilors Judy Buchanan and Bill Wheeler present, held a regular meeting at the Burnsville Town Hall located at 2 Town Square. Councilor Randy Ollis and Denise Collier were unable to attend. Also in attendance were Town staff members Heather Hockaday, Shane Dale, Brian Buchanan, Leslie Crowder, Niles Howell, Chad Fox, and Corbin Cooper. Mayor Fox called the meeting to order at 6pm and stated that the purpose of the meeting was to conduct regular business for the month of August 2025.

Adoption of the agenda - Judy Buchanan moved to adopt the agenda as presented. Bill Wheeler seconded the motion, which carried. All were in agreement.

#### **Public Comment**

- Chuck Ivey commented on the deteriorating condition of the pavement at Shepard's Way and wanted to ensure that Public Works was aware of the issues. He distributed photos and talked about how storms have done extensive damage.
- Danny McIntosh talked about how much work has been done and how much will still be required with future storms. He thanked the Town for all of the progress being made.

<u>Consideration of Minutes</u> - Minutes from a regular meeting held on July 10, 2025 were considered. Judy Buchanan made a motion to approve the minutes as read. Bill Wheeler seconded the motion, which carried. All were in agreement.

Public Hearings - There were none.

<u>Presentations</u> - Police Sergeant Jason Chandler was present to discuss new security cameras, their capabilities, and success stories from the demo. He talked about the parameters of the demo and a possible purchase with a subscription. He feels that the camera will slow motorists, reduce crime, and offer aid to police. He explained how the videos are searchable, helpful when stolen cars or persons of interest pass through Town. He cited recent examples of crimes that have been aided by the system. He also discussed seeking a grant that would assist in the purchase of ten additional cameras.

Finance Office Leslie Crowder reviewed the Police budget. There was a general discussion about the agreement and annual fees.

#### Manager's Update - Town Manager Heather Hockaday

- 1. Project updates
  - a. FEMA Mrs. Hockaday reviewed ongoing projects and obligated funds that have been received up to this point. She explained a new FEMA policy that requires an additional Secretary of DHHS review for any project over \$100,000.
    - i. NCDOT utility construction discussion NCDOT, while rebuilding 197S and the Bolens Creek loop, have asked to include the Town's waterline project into their building process. A Post Incident Memorandum Of Understanding, required by FEMA, was completed this week and will go through FEMA's legal channels soon. Bill Wheeler moved to approve the Post Incident MOU and authorize Mayor Fox to sign it after FEMA's approval. Judy Buchanan seconded the motion, which carried. All were in agreement.

- WWTP, Consideration of WithersRavenel engineering contract Judy Buchanan made a motion to approve the Engineering Services Master Agreement For The Pine Swamp Wastewater Facility Project Funded In Part By FEMA, authorize Mayor Fox to sign the agreement, and authorize Manager Hockaday to issue a Notice To Proceed, allowing engineering design work to begin. Bill Wheeler seconded the motion, which carried. All were in agreement. She also mentioned that contracts have been signed for Yancey County's Pine Swamp WWTP ARPA project to add an additional .5 plant and rehab the old .5 plant.
- iii. Third round of Cash Flow Loans - Mrs. Hockaday said that she feels it would be a good idea to seek the funds, as larger projects begin, the funds could help with delays in reimbursement. Judy Buchanan moved to approve pursuing funds from the third round of Cash Flow Loans and authorize Mayor Fox to sign the loan agreement. Bill Wheeler seconded the motion, which carried. All were in agreement.

#### b. ARPA

- East Main Sewer Interceptor, Resolution of Tentative Award Engineers with WithersRavenel have reviewed bids and recommended lowest bidder Cajenn Construction and Rehabilitation Services, Inc. Judy Buchanan made a motion to authorize Mayor Fox to sign the Resolution of Tentative Award (Resolution #2025.08.07.01) and authorize Manager Hockaday to sign the Costs Summary and Good Faith Efforts Form. Bill Wheeler seconded the motion, which carried. All were in agreement.
- c. 118 N. Main Public Works/Police building renovation Mrs. Hockaday said that a change order will be forthcoming and that there could be delays related to acquiring steel beams. She has also reached out to Senator Hise's office about additional funds to cover the change orders.
- 2. DWI application for SRF & EDA Helene funds Mrs. Hockaday said that the funds could fit well with projects in Burnsville's Capital Improvements Plan. The SRF loans up to \$5 million have 100% principal forgiveness. She reviewed criteria, deadlines, and possible projects.
- 3. Tax Report Mrs. Hockaday presented a tax report and two refund requests.
  - a. Consideration of tax refunds Mrs. Hockaday reviewed two separate situations where, during the recent tax assessment, there had been a clerical error and a refund issued by the County. Bill Wheeler moved to approve the Leibowitz and Nelson Town tax returns. Judy Buchanan seconded the motion, which carried. All were in agreement.

#### **Department Updates**

- Public Works Public Works Director Shane Dale began by saying that the Crafts Fair went well. He talked about issues with the raw water intake and how large recent rain events have made water treatment more complicated and costly. He also reported that the water line project, working its way across the west end of town, continues with the understandable complications that come along with older infrastructure and all of the unknowns.
- 2. Finance Finance Officer Leslie Crowder
  - a. A new budget and overtime report was provided to Council.
  - b. Budget amendment Mrs. Crowder reviewed several items on the amendment such as a possible fire truck purchase. Fire Chief Niles Howell reviewed the parameters of the outright purchase with no debt for the department's first new fire truck in over 20

years. Mayor Fox moved to approve the purchase of a new fire truck. Judy Buchanan seconded the motion, which carried. All were in agreement.

Mrs. Crowder reviewed other amendment items such as the Police drones grant and a refund from Republic Services. Bill Wheeler moved to approve *Budget Amendment* #1, FY 25/26. Judy Buchanan seconded the motion, which carried. All were in agreement

- 3. Fire Department Fire Chief Niles Howell presented a call summary with most calls being motor vehicle accidents. He added that home fires have unexpectedly continued through the summer. He also reviewed equipment purchases for the fall fire season.
  - a. Discussion of new fire truck (occurred during the Finance Report)
- 4. Police Department Police Chief Brian Buchanan presented an activity log and spoke about surviving the Crafts Fair, saying that no major problems occurred.
- 5. Zoning/Code Enforcement Zoning Administrator Brian Buchanan said will be attending training to renew his zoning certification.
- 6. Burnsville Town Center Town Center Manager Corbin Cooper spoke about the Crafts Fair and a September calendar with twenty-eight rentals.

#### Council Members Reports

- Bill Wheeler mentioned a recent HCCOG meeting and the North Carolina Railroad that offers small grants.
- Mayor Fox talked about an upcoming employee appreciation dinner on August 25th at the Burnsville Fire Department. He wanted to do something a little different in light of the extreme circumstances employees and others experienced during the storm and recovery.

#### Updates from Advisory Boards and Non-Profits

 Yancey/Burnsville Chamber of Commerce - Chamber Director Elaine Mann said that the 2025 Craft Fair was very successful despite the rainy weather. Vendor feedback was positive, with two/thirds reporting that sales were better or at least as expected. She said that 2025 still has eight remaining events including a leadership summit, Halloween on Main, a Fall retreat, Christmas parade, and Merry Main Street.

Closed session - There was none.

Next Town Council Meeting - Regular meeting on September 4, 2025, 6pm

<u>Adjourn</u> - With there being no further business, Judy Buchanan moved to adjourn the meeting at 6:57pm. Bill Wheeler seconded the motion, meeting adjourned.

J. Chad Fox, Town Clerk	T. Russell Fox, Mayor

Finance Officer

### STATE CASHFLOW LOANS FOR DISASTER RESPONSE ACTIVITIES TO LOCAL GOVERNMENTS

LOAN AGREEMENT (ROUND 3) BETWEEN

THE STATE OF NORTH CAROLINA (BY AND THROUGH THE DEPARTMENT OF STATE TREASURER)

AND

THE TOWN OF BURNSVILLE, NORTH CAROLINA

Loan Round:

Round 3

Round 3 Loan Number:

Burnsville-Round3Loan-83964

Round 3 Loan Date:

Round 3 Loan Amount:

\$1,197,599.72

#### **REPAYMENT TERMS:**

- \$1 by the first anniversary of the Round 3 Loan Date
- 10% of the Round 3 Loan Amount by June 30, 2027
- 20% of the Round 3 Loan Amount by June 30, 2028
- 30% of the Round 3 Loan Amount by June 30, 2029
- 40% (less \$1) of the Round 3 Loan Amount by the earlier of the fifth anniversary of the Round 3 Loan Date or June 30, 2030.

Recipient	Tax	ID,	/EIN:	

#### **PURPOSE:**

For good and valuable consideration, the adequacy of which is hereby acknowledged, this loan agreement ("Agreement") is hereby entered into by and between the State of North Carolina, by and through the North Carolina Department of State Treasurer ("NCDST"), and the **Town of Burnsville, North Carolina** ("RECIPIENT") (referred to individually as Party and collectively as "Parties") to provide NCDST cashflow loans for disaster response activities to local governments, in accordance with Section 4E.5. of North Carolina Session Law 2024-53, as modified by Section 1F.1 of North Carolina Session Law 2024-57 (together, as amended, the "Authorizing Act").

#### 1. EFFECTIVE TERM:

This Agreement shall be effective as of the latest date of signature below ("Effective Date") and, subject to Section 15, shall terminate upon full repayment of the loan proceeds to NCDST, unless earlier terminated pursuant to Section 9.

#### 2. NCDST'S DUTIES & PAYMENT PROVISIONS:

NCDST shall loan RECIPIENT a total of \$1,197,599.72 to pay for RECIPIENT'S disaster response activities as set forth in FEMA Public Assistance Worksheets. This principal-only loan does not carry interest charges or administrative fees. Upon signature of this Agreement by the Parties, the funds will promptly be transferred to

RECIPIENT via wire/ACH transfer to the RECIPIENT'S account, pursuant to the written bank wiring instructions that RECIPIENT must submit to the NCDST as provided in Section 3.a. below.

#### 3. RECIPIENT'S DUTIES AND REPRESENTATIONS:

- a. As soon as reasonably practicable following its receipt of this Agreement, RECIPIENT shall provide each of the following to NCDST: (a) a certified copy of a resolution authoring execution of the Agreement and Promissory Note in the form set forth in Attachment A; (b) an executed copy of this Agreement; (c) an executed Promissory Note in the form set forth in Attachment B; and (d) the completed NCDST Hurricane Helene Cashflow Loan Program Wire Form enclosed as Attachment C, signed and certified by the appropriate official of RECIPIENT.
- b. Before and during the term of this Agreement, RECIPIENT will use or has used loan proceeds to cover expenditures for disaster response activities, which may be expenditures that are eligible for reimbursement by the Federal Emergency Management Agency (FEMA) Public Assistance Program, National Flood Insurance Program, or other federal reimbursement program.
- c. Both NCDST and RECIPIENT agree that this Agreement shall be interpreted as to not diminish or impair RECIPIENT's eligibility to secure FEMA or related recovery funding support.
- d. RECIPIENT agrees to deliver repayment installments of the loan proceeds in the amounts and by the dates set forth in the Repayment Terms recited on Page 1 above, which are hereby incorporated by reference. Further, RECIPIENT understands and agrees that all loan proceeds provided to RECIPIENT under this Agreement must be repaid no later than the earlier of the following two dates: (i) the five-year anniversary of the Round 3 Loan Date; or (ii) June 30, 2030.
- e. RECIPIENT agrees that loan proceeds received through this Agreement shall be accounted for in a separate fund and accounting structure within RECIPIENT's central accounting system. RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements, and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with loan funding allocations described in Section 2 of this Agreement. RECIPIENT understands and acknowledges the total direct loan funding level available under this Agreement is \$1,197,599.72.
- f. As provided in the Authorizing Act:
  - (i) RECIPIENT shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the loan proceeds are being provided, including funds from insurance policies in effect, available federal aid, and private donations. RECIPIENT understands and agrees that the loan proceeds paid to RECIPIENT pursuant to this Agreement are in excess of any funds received by RECIPIENT from any of the following: (a) settlement of a claim for loss or damage covered under RECIPIENT's applicable insurance policy in effect; (b) federal aid; or (c) private donations.
  - (ii) If RECIPIENT obtains alternative funds pursuant to subdivision (i) of this subsection f., RECIPIENT shall remit such funds to NCDST as soon as reasonably practicable thereafter, but no later than the earlier of the two dates established in subsection d. to this Section 3. Notwithstanding the preceding sentence, RECIPIENT shall not be required to repay to NCDST any amount in excess over the amount of loan proceeds provided under this Agreement.

#### 4. AGREEMENT ADMINISTRATORS:

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

For NCDST					
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS				
Jeff Poley	Jeff Poley				
Director of Disaster Services and Rural Economic	Director of Disaster Services and Rural Economic				
Development	Development				
Office of the State Treasurer	Office of the State Treasurer				
3200 Atlantic Avenue	3200 Atlantic Avenue				
Raleigh, North Carolina 27604	Raleigh, North Carolina 27604				
Phone: (919) 410-3044	Phone: (919) 410-3044				
Email: helenecashflowloans@nctreasurer.com	Email: helenecashflowloans@nctreasurer.com				

For RECIPIENT					
IF DELIVERED BY US POSTAL SERVICE IF DELIVERED BY ANY OTHER MEANS					
Name	Name				
Title	Title				
Address	Address				
Email	Email				
Phone	Phone				

#### 5. MONITORING AND AUDITING:

RECIPIENT acknowledges and agrees that, commencing on the Effective Date of this Agreement and for a period of three (3) years following this Agreement's termination, RECIPIENT's books, records, documents and facilities with respect to the loan funds shall be open to NCDST for auditing, inspection and monitoring at all times during such period. Further, upon a request for access by NCDST (whether in writing or otherwise), RECIPIENT shall make all such books, records, documents, and facilities open to NCDST for inspection. To that end, RECIPIENT agrees to provide NCDST staff, any authorized agent or other designee of NCDST, and staff of the Office of State Auditor, as applicable, with access to financial and accounting records to support internal audit, financial reporting and related requirements.

RECIPIENT acknowledges and agrees that, with regard to the Loan funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S. § 159-34 (Annual independent audit; rules and regulations) within the Local Government Budget and Fiscal Control Act. Such audit and reporting requirements may vary depending upon the amount and source of Loan funding received by RECIPIENT and are subject to change.

RECIPIENT acknowledges and agrees that, with regard to the loan funds, it will be subject to the reporting requirements of both NCDST and the North Carolina Office of Budget and Management, as mandated by those agencies from time to time, as applicable.

#### 6. SITUS AND EXCLUSIVE VENUE:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

#### 7. COMPLIANCE WITH LAW:

RECIPIENT shall be wholly responsible for the loan terms and RECIPIENT's responsibilities described in this Agreement. RECIPIENT shall be responsible for supervision of any of its employees and contractors funded under this Agreement, and compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of their loan performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction. RECIPIENT is reminded that all funds are subject to the requirements of the Local Government Budget and Fiscal Control Act, including but not limited to all budgeting and pre-audit requirements.

#### 8. CLAW-BACK; OFFSET:

- a. NCDST may also demand repayment of previously expended funds, and RECIPIENT must comply with such a demand, in the event NCDST determines that RECIPIENT has not spent loan funds on eligible uses set forth in the FEMA project worksheets used to determine the Round 3 Loan Amount, or if NCDST determines that RECIPIENT has not materially complied with any other requirements set forth in this Agreement concerning the loan funds (generally, "Non-Compliance"). Before making a formal demand for repayment as provided in this subsection, NCDST will provide RECIPIENT thirty (30) days' written notice to cure such Non-Compliance, and the Parties will make every reasonable effort to resolve the problem informally.
- b. In the event the Parties are unable to resolve RECIPIENT's Non-Compliance as provided in subsection a. above, RECIPIENT understands and agrees that, pursuant to N.C. Gen. Stat. § 147-71, the State Treasurer is authorized to demand, sue for, collect and receive all money and property of the State not held by some person under authority of law. In addition, RECIPIENT understands and agrees that NCDST shall have the right to recoup any funds for which repayment has been demanded through the Setoff Debt Collection Act (Chapter 105A of the North Carolina General Statutes) and any other provision of State law providing for setoff debt collection, as applicable.

#### 9. TERMINATION OF AGREEMENT:

Subject to Section 15, this Agreement may be terminated:

- a. By mutual written consent of the Parties;
- b. By NCDST for cause, if: (i) RECIPIENT violates the terms of this Agreement and RECIPIENT fails to correct the violation(s) within thirty (30) days of written notice of violation from NCDST; (ii) NCDST determines RECIPIENT has made a misrepresentation in connection with this loan; or (iii) RECIPIENT abandons or otherwise ceases to make reasonable progress towards completion of the disaster response activities funded by this Agreement; or

c. In the event that RECIPIENT repays the Round 3 Loan Amount in full prior to the earlier of the following two dates: (i) the five-year anniversary of the Round 3 Loan Date; or (ii) June 30, 2030.

In the event of termination, NCDST may require the return of unspent funds. NCDST may, in its sole discretion, allow RECIPIENT to retain or be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be canceled, provided that said costs meet the provisions of this Agreement.

#### 10. AMENDMENTS:

Subject to all applicable laws, this Agreement may be amended in writing, executed by both NCDST and RECIPIENT. If RECIPIENT requests revisions of Agreement terms, it shall provide to NCDST for review and approval a detailed written request that includes documented financial management reason(s) for amending the terms of this Agreement.

#### 11. E-VERIFY:

If this Agreement is subject to N.C. Gen. Stat. § 143-133.3, RECIPIENT shall impose the obligations of Article 2 of Chapter 64 of the General Statutes on any contractor and its subcontractors funded by this Agreement.

#### 12. LIMITATION OF LIABILITY; CONTRACTUAL RIGHTS:

RECIPIENT will hold NCDST harmless from any loss(es) or damage(s) arising in connection with the performance of this Agreement to the extent permitted by law, including the North Carolina Tort Claims Act (Article 31 of Chapter 143 of the North Carolina General Statutes). This Agreement is intended for the sole and exclusive benefit of the Parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

#### 13. SEVERABILITY:

- a. Generally. Nothing in this Agreement is intended to conflict with any law, or regulation, or rule of the United States, or the State of North Carolina, or NCDST. The Parties agree that if a term of this Agreement cannot be interpreted in a way to be consistent with such authority, then that term shall be deemed invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- b. Federal Reimbursement. The Parties expressly agree that they intend for this Agreement to constitute and be construed as a loan agreement, toward the end that all loan proceeds provided to RECIPIENT hereunder would remain eligible for reimbursement under the FEMA Public Assistance Program, National Flood Insurance Program, or other federal reimbursement program (generally, for purposes of this subsection, the "Federal Funding Programs"). The Parties further agree that: (i) no provision of this Agreement shall be construed as creating or contemplating a current or future condition or circumstance that would in any way alleviate RECIPIENT of the repayment obligations set forth in this Agreement, or in the related Promissory Note; and (ii) to the extent that any word, phrase, clause, sentence, or term of this Agreement is deemed incongruous with any relevant provision(s) of federal law pertaining to RECIPIENT's eligibility for reimbursement under the Federal Funding Program(s), then such word, phrase, clause, sentence or term shall be modified, deleted, or interpreted in such a manner as to make the loan funds provided to RECIPIENT hereunder fully reimbursable under the Federal Funding Program(s), or else reimbursable to the maximum extent allowable under such program(s).

#### 14. ENTIRE AGREEMENT:

This Agreement and any annexes, exhibits, and amendments appended hereto, and any documents incorporated specifically by reference, represent the entire Agreement between the Parties and supersede all prior oral and written statements or Agreements.

#### 15. SURVIVAL:

The following sections shall survive termination of this Agreement: 3.c., 5, 6, 7, 8, 12 and 13.

#### 16. EXECUTION AND EFFECTIVE DATE:

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile or in Adobe Portable Document Format (PDF) sent by electronic mail, with such delivery having the same effect as delivery of an original counterpart. Signatures provided by facsimile transmission, in PDF sent by electronic mail, or by electronic signature such as DocuSign, shall be deemed to be original signatures.

This Agreement shall become effective upon the Effective Date and NCDST's loan obligations shall commence upon NCDST's receipt of the items set forth in 3.a. above.

[signature page follows]

#### 19. AUTHORIZED SIGNATURE WARRANTY:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement.

In Witness Whereof, RECIPIENT and the State of North Carolina, acting by and through the NCDST have executed this Agreement in duplicate originals, with one original being retained by each party.

AUTHORIZING OFFICIAL	Date	
Printed Name		
rinted IName	Title	
STATE OF NORTH CAROLI	NA, by:	
NORTH CAROLINA DEPAR	TMENT OF STATE TREASURER	

#### **ATTACHMENT A**

## RESOLUTION TO APPROVE ROUND 3 NORTH CAROLINA CASHFLOW LOAN AGREEMENT AND PROMISSORY NOTE

#### WITNESSETH:

WHEREAS, in connection with the State of North Carolina cashflow loan program (Loan Program) authorized by the Disaster Recovery Act of 2024, Session Law 2024-53 (as amended by Session Law 2024-57), the North Carolina Department of State Treasurer has been working with the North Carolina Department of Public Safety-Division of Emergency Management (NCEM), the North Carolina Association of County Commissioners (NCACC), and the North Carolina League of Municipalities (NCLM) to formulate a working plan for the disbursement of cashflow loans aimed at assisting local governments affected by Hurricane Helene; and

WHEREAS, local governments wishing to participate in Round 3 of the Loan Program are required to execute a Round 3 Cashflow Loan Agreement and Promissory Note with the State of North Carolina, by and through the North Carolina Department of the State Treasurer; and

#### NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF BURNSVILLE, NORTH CAROLINA:

- 1. That the Round 3 Cashflow Loan Agreement and Promissory Note provided by the North Carolina Department of the State Treasurer are hereby approved.
- 2. That the Manager, Clerk, or Authorized Representative of a Tribal Government is authorized to execute the attached agreements (or those substantially equivalent thereto) and such other agreements and actions as necessary to receive disaster recovery loan funding from the State of North Carolina.

Adopted, this the day of	
TOWN OF BURNSVILLE, NORTH CAROLINA	
By: Mayor/Commissioner/Authorized Representative	
Mayor/Commissioner/Authorized Representative	
Name:	
Title:	
ATTEST:	
Town Clerk/Authorized Representative	
Name:	
T:.1	

#### ATTACHMENT B

This Promissory Note has been pre-audited as required by the Local Government Budget and Fiscal Control Act

		Finance Officer
	PROMISSORY NOTI	₹.
Date:	Round 3 Lo	oan Number: <b>Burnsville-Round3Loan-83964</b> Round 3 Loan Amount: <b>\$1,197,599.72</b>
promise to pay Treasurer) ("St with the relate BORROWER.	Frown of BURNSVILLE, North Carolina ("BORR by to the STATE OF NORTH CAROLINA (by and the state") the following Round 3 Loan Amount: \$1,197,599. Ited Loan Agreement, dated as of the date hereof (the case of the following schedule:	ough the North Carolina Department of State 72. The promissory note is made in accordance as "Agreement"), between the State and the
•	\$1 by the first anniversary of the Round 3 Loan Da 10% of the Round 3 Loan Amount by June 30, 202 20% of the Round 3 Loan Amount by June 30, 202 30% of the Round 3 Amount by June 30, 2029 40% (less \$1) of the Round 3 Loan Amount by the 3 Loan Date recited in the Agreement or June 30,	7 8 earlier of the fifth anniversary of the Round
Payment instru	uctions will follow from the State or its agent.	
	ory Note and the Agreement were duly authorized by act	ion of the BORROWER's governing body at
	TOW	N OF BURNSVILLE, NORTH CAROLINA
		Signature
		[Name and Title]
[SEAL]	-]	
Attest:	:	
Signatu	ure	
This Promisson a meeting duly  [SEAL]  Attest:	ory Note and the Agreement were duly authorized by act wheld on  TOW	N OF BURNSVILLE, NORTH CAROLINA  Signature



BRADFORD B. BRINER STATE TREASURER OF NORTH CAROLINA

FINANCIAL OPERATIONS DIVISION

#### Hurricane Helene Cash Flow Loan Program Wire Form

Questions concerning the completion of this form should be directed to 919-814-3902.

RECIPIENT INFORMATION	of this form should be directed to 717-614-5702.
Recipient/Account Holder's Name:	
Recipient's Address, City, State, Zip:	
Information for the Recipient (optional):	
BENEFICIARY BANK INFORMATION	
Beneficiary Bank Name:	
Beneficiary Bank Routing Transit Number (RTN):	
Beneficiary Bank Account Number:	
Bank's Address, City, State, Zip:	
Information for the Beneficiary Bank, if applicable:	
	nk information provided above is true and correct. I am authorized to so on the account listed above. Only original signatures accepted. No
Recipient Official's Printed Name	Signature
Phone #	Date
FOR I	INTERNAL USE ONLY
Finan	cial Operations Division
US Dollar Wire Amount:	Contract/Reference Number:
\$1,197,599.72	Burnsville-Round3Loan-83964
Date Wire Processed:	Source: Tranche 2  Palaigh North Carolina 27604

3200 Atlantic Avenue • Raleigh, North Carolina 27604

Courier #56-20-45 • Telephone: (919) 814-4000 • Fax: (919) 855-5809 • www.NCTreasurer.gov

Doug Matheson Chair of the Board Dennis Aldridge Vice-Chair



**Larry Fontaine** Secretary

Jeff Whitson Treasurer

468 New Market Blvd Boone, NC 28607

www.hccog.org

Phone: 828-265-5434

Fax: 828-265-5439

#### **Executive Board Meeting** August 18, 2025 | 7:00 p.m. High Country COG Board Room

#### I. CALL TO ORDER AND INVOCATION

Doug Matheson, Executive Board Chairman

#### II. CONSIDERATION OF JULY 2025 MINUTES [ACTION]

Doug Matheson, Executive Board Chairman

#### III. FINANCIAL MATTERS

Caroline Briggs, Finance Officer

- Financial Highlights as of July 31, 2025 [ACTION]
- Budget Amendment #1 [ACTION]
- NCWorks Small Business WBL Grant Project Ordinance Amendment [ACTION]

#### IV. NORTHWESTERN REGIONAL HOUSING AUTHORITY/NHE PROGRAM 15 MINUTES **OVERVIEW** Luke Fowler, NRHA/NHE CEO **5 MINUTES**

#### V. RESOLUTION AUTHORIZING EXECUTION OF ALL NECESSARY DOCUMENTATION FOR HCCOG ADMINISTRATION OF ESSENTIAL SINGLE-FAMILY REPAIR GRANT [ACTION]

Judson Blevins, Planner/Housing Coordinator

VI. AREA AGENCY ON AGING UPDATE

**5 MINUTES** 

Zack Green, Area Agency on Aging Director

VII. REPORT FROM THE ADVISORY COMMITTEE & EXECUTIVE DIRECTOR

10 MINUTES

Julie Wiggins, Executive Director

VIII. BOARD MEMBER COMMENTS

IX. CHAIRMAN'S COMMENTS

X. OTHER BUSINESS

XI. PUBLIC COMMENT

XII. ADJOURNMENT [ACTION]

# HIGH COUNTRY COUNCIL OF GOVERNMENTS EXECUTIVE BOARD MEETING JULY 21, 2025 MINUTES

The Executive Board of the High Country Council of Governments (HCCOG) met July 21, 2025, 7:00pm, in the HCCOG Board Room in Boone. The following members were present at the meeting: Charles E. Vines, Todd McNeill, Bill Osborne, Kelly Melang, Otis Church, Bill Wheeler, Larry Fontaine, Jeff Whitson, Bobby Munsey, Mike Parlier, Rocky Buchanan, Teresa McCoy, Tom Hartman, Tim Futrelle, Braxton Eggers, Paul Robinson Jr., Dennis Aldridge, and Doug Matheson. The following staff and guests were present at the meeting: Julie Wiggins, Caroline Briggs, Zack Green, Cory Osborne, Chris Grubb, Judson Blevins, and Victoria Oxentine. The following guests were present via Zoom: Patrick Pierce and Jamar Nixon.

#### CALL TO ORDER AND INVOCATION

Chairman Matheson called the meeting to order and welcomed attendees. Rocky Buchanan led the Pledge of Allegiance and Dennis Aldridge offered the invocation.

#### **CONSIDERATION OF MINUTES**

Todd McNeill moved to accept the minutes of the June 16, 2025 meeting, seconded by Tim Futrelle. Motion carried.

## NCHFA PROCUREMENT/DISBURSEMENT POLICY AND ASSISTANCE PLAN ADOPTION

Chris Grubb, Deputy Executive Director/Planning & Development Director briefly discussed the NC Housing Finance Agency (NCHFA) Procurement/Disbursement Policy (Attachment A) and the Assistance Plan (Attachment A1) that were presented in June. Mr. Grubb recommended that the board adopt these policies as the NCHFA has now approved of them with one small clause they recommended removing, if someone had participated once in the program, they couldn't again. Mr. Grubb also noted that these policies needed to be approved before the Urgent Repair Program Grant Project Ordinance next on the agenda. Charles E. Vines made a motion to approve the NCHFA Procurement/Disbursement Policy and the Assistance Plan with the one small clause change. Otis Church seconded the motion. Motion carried.

#### FINANCIAL MATTERS

#### Financial Highlights

Finance Officer, Caroline Briggs presented the Financial Highlights as of June 30, 2025 (Attachment B) and discussed revenues versus expenditures, noting that she is working on closing our FY 2025. Larry Fontaine made a motion to approve the Financial Highlights as of June 30, 2025. Charles E. Vines seconded the motion. Motion carried.

#### Regional Economy Grant Project Ordinance Amendment

Finance Officer, Caroline Briggs presented the Regional Economy Grant Project Ordinance Amendment (Attachment B1) and noted that the amendment is only for extending the deadline of the grant project ordinance to June 30, 2026. Tom Hartman made a motion to approve the Regional Economy Grant Project Ordinance Amendment. Braxton Eggers seconded the motion. Motion carried.

#### **Urgent Repair Program Grant Project Ordinance**

Finance Officer, Caroline Briggs presented the Urgent Repair Program Grant Project Ordinance (Attachment B2) for \$330,000 with \$30,000 for Admin and \$300,000 split equally between Alleghany, Ashe, and Wilkes county applicants. Tim Futrelle made a motion to approve the Urgent Repair Program Grant Project Ordinance. Charles E. Vines seconded the motion. Motion carried.

#### NC RAILROAD COMPANY PROJECTS/PROGRAMS

Patrick Pierce, NC Railroad Company (NCRR) Economic & Business Development Director and Jamar Nixon, Business Development, Research & Analysis Manager joined the meeting via Zoom and presented a slideshow (Attachment B) about the NCRR statewide service. Mr. Pierce and Mr. Nixon noted how instrumental the NCRR is for the state's growth and tax revenue. Mr. Pierce and Mr. Nixon discussed NCRR grant programs, investments, and consulting noting they would love to explore potential projects with HCCOG.

#### REPORT FROM THE ADVISORY COMMITTEE AND EXECUTIVE DIRECTOR

Julie Wiggins, Executive Director announced that the Suite B tenant would be moving out at the end of October 2025. As of August 1st there will be 28 HCCOG employees, therefore we will be moving back into that space and creating additional offices as needed. Ms. Wiggins also noted that we are soliciting banquet sponsors for the event on October 10th. Ms. Wiggins also reminded the Executive Board that typically the September board meeting is cancelled in lieu of the annual banquet. Lastly, Ms. Wiggins discussed increasing Admin capacity and at the suggestion of the Advisory Committee, she has named Chris Grubb as the new Deputy Executive Director/Planning & Development Director.

#### **BOARD MEMBER COMMENTS**

Board members discussed tourism slowly coming back, summer happenings in the region, and recovery milestones from Hurricane Helene.

#### **OTHER BUSINESS**

Victoria Oxentine, Communications Manager announced that 50th Annual Banquet invitation will be emailed out via Constant Contact in early August and that award nomination forms will be emailed out by end of July. Mrs. Oxentine also announced that HCCOG will be able to accept online payment for tickets this year.

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Date \_\_\_\_\_

As there were no other comments or business, Otis Church made a motion to adjourn. Braxto-
Eggers seconded the motion. Motion carried. Meeting adjourned at 7:44 pm.
Chairman, Doug Matheson Clerk to the Board, Victoria Oxentine

**Doug Matheson** Chair of the Board Dennis Aldridge Vice-Chair T COUNCIL

Larry Fontaine Secretary Jeff Whitson Treasurer

468 New Market Blvd. Boone, NC 28607

www.hccog.org

Phone: 828-265-5434

Fax: 828-265-5439

#### Financial Highlights - August 18, 2025

JULY 31, 2025				
				2024
Total Fund Balance - Governmental Funds			\$	2,187,912
Restricted Fund Balance - GF			\$	102,662
Assigned Fund Balance - GF			\$	560,052
Unassigned Fund Balance - GF			\$	1,525,198
	1	2026		
Total Expenditures - YTD	\$	72,638	\$	7,396,890
Total Fund Balance as % of General Fund Expenditures*		28.87%		29.58%
Unassigned Fund Balance as % of General Fund Expenditures*		20.12%		20.62%
*FY2026 Budget Expenditures		FISCAL Y	EAI	R 2026
\$7,578,641		BUDGET		ACTUAL
Total Revenue				
General	\$	346,531	\$	166,394
Planning/Development	\$	897,615	\$	880
Resilience Contractual	\$	110,784	\$	
Area Agency on Aging	\$	2,981,847	\$	The second of th
Workforce Development	\$	3,241,864	\$	
	\$	7,578,641	\$	167,274
Total Expenditures				
General	\$	346,531	\$	
Planning/Development	\$	897,615	\$	25,908
Resilience Contractual	\$	110,784	\$	2,170
Area Agency on Aging	\$	2,981,847	\$	19,381
Workforce Development	\$	3,241,864	\$	25,179
	\$	7,578,641	\$	72,638
Revenues over (under) expenditures			\$	94,636

Doug Matheson Chair of the Board **Dennis Aldridge** Vice-Chair

**Larry Fontaine** Secretary

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	ECT ORDINANO	TC .		
DESCRIPTION	FISCAL YEAR	BUDGET	REVENUE	EXPENS
AMERICAN RESCUE PLAN ACT (ARPA)	2022	\$ 593,750	\$ 492,253	\$ 501,3
DOCWOOD HEALTH TRUCT	2025	¢ 75.000	d 75.000	Φ 0.0
DOGWOOD HEALTH TRUST	2025	\$ 75,000	\$ 75,000	\$ 2,3
ARC DISASTER HELENE FUNDING	2025	\$ 276,000	\$ -	\$ 8,1
EDA DISASTER HELENE FUNDING	2025	\$ 500,000	\$ -	\$ 10,3
NCARCOG HELENE	2025	\$ 665,000	\$ 665,000	\$ 54,8
DIT DIGITAL CHAMPION	2025	\$ 800,000	\$ 452,360	\$ 369,3
CHOOSING HOME SFRF	2025	\$ 132,889	\$ -	\$ .
NCAO INNOVATION'S LAB	2025	\$ 289,973	\$ 144,987	\$ 5,6
PEAS	2025	\$ 97,120	\$ -	\$ .
ASU FALLS PREVENTION	2023	\$ 251,959	\$ 214,921	\$ 251,2
AGELESS ACCESS DIGITAL NAVIGATOR	2025	\$ 98,058	\$ 72,544	\$ 72,9
OMB LOC 6 - ARPA	2024	\$ 15,425	\$ 4,208	\$ 4,2
ARPA FCSP		\$ 125,769	\$ 69,463	\$ 76,6
ARPA P&A		\$ 147,189	\$ 86,037	\$ 92,7
ARPA OMB		\$ 10,456	\$ 10,279	\$ 10,2
ARPA EBHP		\$ 39,013	\$ 33,318	\$ 33,3
ALLEGHANY COUNCIL ON AGING ARPA		\$ 58,120	\$ 58,120	
GENERATIONS ASHE ARPA		\$ 114,666	\$ 114,666	\$ 114,6
AVERY SENIOR SERVICES ARPA		\$ 71,006	\$ 71,006	\$ 71,0
MITCHELL SENIOR CENTER ARPA	2023	\$ 66,601	\$ -	\$ .
WATAUGA PROJECT ON AGING ARPA		\$ 146,001	\$ 141,063	\$ 141,0
BROC ARPA		\$ 154,860	\$ 141,769	\$ 141,7
WILKES SENIOR RESOURCES ARPA		\$ 107,181	\$ 107,575	\$ 107,1
RUBY PARDUE BLACKBURN ADC ARPA		\$ 13,792	\$ 13,522	\$ 13,5
YANCEY COMMUNITY CENTER ARPA		\$ 77,944	\$ 24,687	
LEGAL AID OF NC ARPA		\$ 27,000	\$ 21,179	\$ 21,1
		\$ 1,159,598	\$ 892,684	\$ 906,6
NCWORKS SUBSTANCE USE DISORDER RECOVERY	2023	\$ 200,000	\$ 157,601	\$ 157,6
NCWORKS SMALL BUSINESS WORK-BASED LEARNING	2023	\$ 935,000	\$ 675,257	\$ 675,5
DOGWOOD WORKBASED LEARNING	2025	\$ 310,000	\$ 310,000	\$ 47,4
TOTALS		\$ 6,399,772	\$ 4,156,813	\$ 3,067,7
Cash Balances				
Operating Account	\$ 276,180			
NCCMT Account	\$ 2,999,429	and the second second second		
	\$ 3,275,609	A PART OF THE PART		

The financial information in the report reflects the HCCOG's overall financial position for the fiscal year through July 31, 2025 and is for the management discussion purposes only. Caroline Briggs, Finance Officer

#### BUDGET AMENDMENT #1

**BE IT RESOLVED** by the Board of High Country Council of Governments that the following amendment be made to the Budget Resolution for the fiscal year ending June 30, 2026.

SECTION 1: REVENUES BY SOURCE	_		
GENERAL FUND		•	
	Fund Balance TOTAL GENERAL FUND	\$	
PLANNING/DEVELOPMENT FUND			
	Federal	\$	-
	State Local	\$	-
*	TOTAL PLANNING/DEVELOPMENT FUND	\$	
AREA AGENCY ON AGING FUND			
	Federal	\$	-
	State Local	\$	
	TOTAL AREA AGENCY ON AGING FUND	\$	-
WORKFORCE DEVELOPMENT FU	JND		
	Federal	\$	(212,357.00)
	TOTAL WORKFORCE DEVELOPMENT FUND	\$	(212,357.00)
	TOTAL REVENUES BY SOURCE	\$	(212,357.00)
SECTION II: EXPENDITURES BY PROG	GRAM		
GENERAL FUND	Fund Balance	\$	_
	TOTAL GENERAL FUND	\$	-
SPECIAL REVENUE FUNDS			
	Planning/Development Fund	\$ \$	-
	Area Agency on Aging Fund Workforce Development Fund	\$	(212,357.00)
	TOTAL SPECIAL REVENUE FUNDS	\$	(212,357.00)
	TOTAL EXPENDITURES BY PROGRAM	\$	(212,357.00)
	FY2025-2026 ORIGINAL BUDGET Budget Amendment #1 8-18-2025	\$ \$	7,578,641.00 (212,357.00)
	TOTAL AMENDED BUDGET FY2026	\$	7,366,284.00
BY VOTE OF THE HIGH COUNTRY COUNCIL OF	GOVERNMENTS UPON MOTION BY:		
AND G	SECONDED BY		
THIS THEDAY OF2025.			
Doug Matheson, Chair of the Board	Larry Fontaine, Secretary		



#### HIGH COUNTRY COUNCIL OF GOVERNMENTS

# GRANT PROJECT ORDINANCE AMENDMENT NCWorks Small Business Work-Based Learning Grant [November 1, 2022 – December 30, 2026]

BE IT ORDAINED by the Executive Board of the High Country Council of Governments that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance originally adopted February 20, 2023 is hereby amended to read:

- Section 1. High Country Council of Governments (the "COG") will use the funds to establish a work-based learning program targeting small businesses with 25 or less employees in its region in accordance with the approved scope of work in the grant agreement with the North Carolina Department of Commerce including the Division of Workforce Solutions, the State of North Carolina, and the Office of State Budget and Management/NCRPO.
- Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant documents and the rules and regulations of the North Carolina Department of Commerce including the Division of Workforce Solutions, the State of North Carolina, and the Office of State Budget and Management/NCRPO.
- Section 3. The following revenues are anticipated to be available to complete this project:

  ARPA Small Business Work-Based Learning \$500,000.00

  Additional funding awarded July 8, 2024 \$250,000.00

  Additional funding awarded March 17, 2025 \$185,000.00

Additional funding awarded August 6. 2025 \$100,000.00

Section 4. The following amounts are appropriated for the project:

Expenditure Category	Small Business Work- Based Learning	Additional Funds Awarded	TOTAL
Salaries	\$22,168	\$2,480	\$24,648
Fringe	\$9,295	\$1,016	\$10,311
Indirect	\$15,287	\$1,504	\$16,791
Materials/Supplies	\$2,729		\$2,729
Contractual	\$885,521	\$95,000	\$980,521
TOTAL	\$935,000.00	\$100,000	\$1,035,000

- <u>Section 5.</u> The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor required by the grant agreement and federal and state regulations.
- Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due.

  Reimbursement requests should be made to the grantor agency in an orderly and timely manner.
- <u>Section 7.</u> The Finance Officer is directed to report annually on the financial status of each project element in **Section 4** and on the total grant revenues received or claimed.
- <u>Section 8.</u> The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to the Executive Board.
- <u>Section 9.</u> Copies of this Ordinance shall be furnished to the Clerk, Executive Board, Budget Officer, and Finance Officer to be kept on file by them for their direction in the disbursement of funds.

BY VOTE OF THE HIGH COUNTRY COUNCIL OF GOVERNMENTS UPON MOTION BY:

		AND SECON	NDED BA	
THIS THE	DAY OF	2025.		
Doug Mathesor	n, Chair of the Board		Larry Fontaine, Secretary	

**Doug Matheson** Chair of the Board Dennis Aldridge Vice-Chair T CONCIL OF COVERNMENT

Larry Fontaine Secretary Jeff Whitson Treasurer

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Phone: 828-265-5434

Fax: 828-265-5439

# RESOLUTION AUTHORIZING EXECUTION OF ALL NECESSARY DOCUMENTATION FOR HIGH COUNTRY COUNCIL OF GOVERNMENTS ADMINISTRATION OF ESSENTIAL SINGLE-FAMILY REPAIR GRANT (ESFRLP2710)

WHEREAS, The **High Country Council of Governments (HCCOG)** has been awarded grant funding from the NC Housing Financing Agency (NCHFA) through the Essential Single Family Rehabilitation Loan Pool to benefit eligible applicants in Wilkes County, NC;

#### NOW THEREFORE BE IT RESOLVED BY THE EXECUTIVE BOARD OF HCCOG:

That Julie Wiggins, Executive Director, and successors so titled, as well as Chris Grubb, Planning and Development Director, and successors so titled, as well as Caroline Briggs, Finance Officer, and successors so titled, as well as Michelle Ball, Regional Planner, and successors so titled, as well as Judson Blevins, Planner/Housing Coordinator, and successors so titled, are hereby authorized to execute and file all necessary paperwork on behalf of the HCCOG with the NCHFA for the grant as described above including the Signatory Certification and Project Access Authorization Form.

That Julie Wiggins, Executive Director, and successors so titled, as well as Chris Grubb, Planning and Development Director, and successors so titled, as well as Caroline Briggs, Finance Officer, and successors so titled, as well as Michelle Ball, Regional Planner, and successors so titled, as well as Judson Blevins, Planner/Housing Coordinator, and successors so titled, are hereby authorized and directed to furnish such information as the NCHFA may request in connection with the grant: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **HCCOG** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to the grants pertaining thereto.

Adopted this the 18th day of August, 2025 at HCCOG.	
	Doug Matheson Chair of the Board
Victoria Oxentine Clerk	

#### CERTIFICATE OF RECORDING OFFICER

The undersigned duly qualified and acting as Clerk of the Executive Board of HCCOG does hereby certify:

That the above/attached resolution is a true and correct copy of the resolution authorizing execution of all necessary NCHFA Essential Single-Family Rehabilitation Loan Pool documentation, as regularly adopted at a legally convened meeting of the Executive Board duly held on the 18th day of August 2025; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I ha 2025.	eve hereunto set my hand this _	day of	
Victoria Oxentine Clerk			