

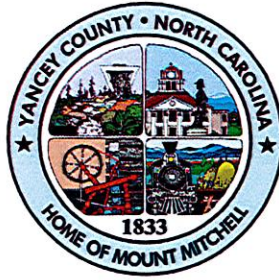


AGENDA PACKET

FOR

JANUARY 11, 2021

REGULAR MEETING
OF THE
YANCEY COUNTY BOARD OF COMMISSIONERS



AGENDA
YANCEY COUNTY BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING
JANUARY 11, 2021
6:00 PM

- I. Call to Order – Chairman Jeff Whitson**
- II. Invocation and Pledge of Allegiance to the Flag**
- III. Approval of the Agenda**
- IV. Consent Agenda**
 - a. Approval of November 30, 2020 Special Meeting Minutes**
 - b. Approval of December 7, 2020 Special Meeting Minutes**
 - c. Approval of December 14, 2020 Regular Meeting Minutes**
 - d. Approval of December 14, 2020 Closed Session Minutes**
 - e. Approval of December 21, 2020 Special Meeting Minutes**
 - f. Approval of December 21, 2020 Closed Session Minutes**
 - g. December 2020 Tax Collection Reports – Informational**
- V. NCACC Legislative Goals Conference Voting Delegate**
- VI. Emergency Management – Jeff Howell**
 - a. Frontier**
 - b. National Weather Service “Storm Ready” Certification**
- VII. Cooperative Extension Update – David Davis**
- VIII. County Audit Presentation – Travis Keever, Gould Killian CPA Group**
- IX. County Manager’s Report – Lynn Austin**
 - a. Travel and Tourism Occupancy Tax**
- X. County Commissioners’ Report**
- XI. County Attorney’s Report – Donny Laws**
 - a. Resolution for Congressional Office Space Lease**
 - b. Congressional Office Space Lease**
- XII. Public Comments**
- XIII. Closed Session**
- XIV. Adjourn**



CONSENT AGENDA ITEMS

Description

The consent agenda presented for the January 2021 Regular Meeting includes the following for review and approval:

- a. Approval of November 30, 2020 Special Meeting Minutes
- b. Approval of December 7, 2020 Special Meeting Minutes
- c. Approval of December 14, 2020 Regular Meeting Minutes
- d. Approval of December 14, 2020 Closed Session Minutes
- e. Approval of December 21, 2020 Special Meeting Minutes
- f. Approval of December 21, 2020 Closed Session Minutes
- g. December 2020 Tax Collection Reports – Informational

Item Presenter

Board Action Requested

Approve the Consent Agenda Items

**Minutes of the November 30, 2020
Special Meeting of the Yancey County Board Of Commissioners
Held at 6:00 pm in the Yancey County Courtroom
Yancey County Courthouse, Burnsville North Carolina**

Present at the meeting held November 30, 2020 were Chairman Jeff Whitson, Commissioner David Grindstaff, Commissioner Jill Austin, Commissioner Mark Ledford, County Manager Lynn Austin, County Finance Officer Brandi Burleson, County Attorney Donny Laws, and Clerk to the Board Sonya Morgan. Commissioner Johnny Riddle was absent from the meeting.

Call to Order

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

Approval of the Agenda

Chairman Whitson asked for a motion to approve the agenda. Commissioner Grindstaff made a motion to approve the agenda. Commissioner Austin seconded the motion. By unanimous vote the agenda was approved. (Attachment A)

Little Leaf Farms Project

Chairman Whitson opened the floor for the purpose of holding a PUBLIC HEARING to receive comments on a proposal to appropriate and expend county funds and to convey real estate for an economic development project to aid and encourage Little Leaf Farms to locate its new commercial/industrial operations in Yancey County, North Carolina. Hearing none, Commissioner Grindstaff made a motion to close the Public Hearing, with Commissioner Ledford seconding the motion. The Board voted unanimously to close the Public Hearing. County Manager Austin requested approval of the proposed Economic Development Agreement with Little Leaf Farms, Inc. (Attachment B) County Manager Austin reported the proposed agreement reflected the change in site location and Little Leaf Farm's increased investment level, resulting in an increase in the tax value. County Attorney Laws advised pursuant to the agreement Little Leaf Farms would invest in the property and create 100 qualified jobs. He also advised that the county would only convey approximately 42 acres to Little Leaf Farms, with the balance retained by the county and used as collateral for the financing for the purchase of the property. Chairman Whitson asked for a motion to authorize the execution of economic development agreement allowing the county to spend \$5 million to purchase the site, grade the site, and convey a portion of the property to Little Leaf Farms pursuant to the terms of the agreement and pending the signature by Little Leaf Farms, Inc. Commissioner Ledford made a motion to approve the agreement and authorize execution of the agreement pending the acceptance and signature by Little Leaf Farms, Inc. Commissioner Austin seconded the motion. The Board voted unanimously to approve the motion.

Chairman Whitson presented the RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR APPROVAL OF AN INSTALLMENT FINANCING CONTRACT AUTHORIZED BY NORTH CAROLINA GENERAL STATUTES §160A-20 AND MAKING CERTAIN FINDINGS REQUIRED BY NORTH CAROLINA GENERAL STATUTES §159-151. (Attachment C) County Finance Officer Brandi Burleson indicated that the RESOLUTION would allow the county to file an application with the Local Government Commission who would approve the financing contract. Commissioner Grindstaff made a motion to adopt the RESOLUTION with Commissioner Austin seconding the motion. By unanimous vote, the RESOLUTION was adopted. Ms. Burleson requested the Board authorize her to send out RFPs (requests for proposals) to banks for financing quotes for the acquisition and rough grading of the site to be acquired for the Little Leaf Farms, Inc. project. Commissioner Austin made a motion to authorize County Finance Officer Burleson to send out RFPs for financing quotes for the Little Leaf Farms project. Commissioner Ledford seconded the motion. By unanimous vote, the motion was approved.

Adjournment

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

Approved and authenticated this the 11th day of January 2021.

Jeff Whitson, Chairman

David Grindstaff, Vice Chairman

Jill Austin, Commissioner

Sonya Morgan, Clerk to the Board

Mark Ledford, Commissioner

(county seal)

Johnny Riddle, Commissioner

**Minutes of the December 7, 2020
Special Meeting of the Yancey County Board Of Commissioners
Held at 6:30 pm in the Jury Room
Yancey County Courthouse, Burnsville North Carolina**

Present at the meeting held December 7, 2020 were Chairman Jeff Whitson, Commissioner David Grindstaff, Commissioner Jill Austin, Commissioner Mark Ledford, Commissioner Johnny Riddle, County Manager Lynn Austin, Planning and Economic Development Director Jamie McMahan, County Attorney Donny Laws, and Clerk to the Board Sonya Morgan.

Call to Order

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

Approval of the Agenda

Chairman Whitson asked for a motion to approve the agenda. Commissioner Grindstaff made a motion to approve the agenda. Commissioner Riddle seconded the motion. By unanimous vote the agenda was approved. (Attachment A)

Nomination and Election of Chairperson and Vice Chairperson of the Board of Commissioners

Pursuant to N.C. Gen. Stat. §153A-39 Chairman Whitson opened the floor for the purpose of receiving nominations for Board chairperson. Commissioner Ledford nominated Chairman Whitson as Board chairman, with Commissioner Austin seconding the nomination. No other nominations were made. By unanimous vote Chairman Whitson was elected chairman for the ensuing year.

Chairman Whitson then entertained motions for Board vice chairperson. Commissioner Ledford nominated Commissioner Grindstaff as Board vice chairman, with Commissioner Austin seconding the nomination. No other nominations were made. By unanimous vote, Commissioner Grindstaff was elected vice chairman of the Board of Commissioners for the ensuing year.

Adjournment

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

Approved and authenticated this the 11th day of January 2021.

Jeff Whitson, Chairman

David Grindstaff, Vice Chairman

Jill Austin, Commissioner

Sonya Morgan, Clerk to the Board

Mark Ledford, Commissioner

(county seal)

Johnny Riddle, Commissioner

Minutes of the December 14, 2020
Regular Meeting of the Yancey County Board Of Commissioners
Held at 6:00 pm in the Yancey County Courtroom
Yancey County Courthouse, Burnsville North Carolina

Present at the meeting held December 14, 2020 were Chairman Jeff Whitson, Commissioner Mark Ledford, Commissioner Jill Austin, Commissioner David Grindstaff, Commissioner Johnny Riddle, County Manager Lynn Austin, County Finance Officer Brandi Burleson, Planning and Economic Development Director Jamie McMahan, County Attorney Donny Laws, and Clerk to the Board Sonya Morgan. Members of the media and the general public attended the meeting.

Call to Order

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

Invocation and Pledge of Allegiance to the Flag

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

Approval of the Agenda

Chairman Whitson asked for a motion to approve the agenda. Commissioner Ledford made a motion to approve the agenda. Commissioner Grindstaff seconded the motion. By unanimous vote the agenda was approved. (Attachment A)

Consent Agenda

Chairman Whitson read through the items on the consent agenda as follows:

- a. Approval of November 9, 2020 Regular Meeting Minutes
- b. Approval of November 9, 2020 Closed Session Minutes
- c. Approval of *RESOLUTION OF THE YANCEY COUNTY BOARD OF COMMISSIONERS CONCERNING THE SCHEDULE OF ITS REGULAR MEETINGS AND ALSO ESTABLISHING THE 2021 HOLIDAY SCHEDULE* (Attachment B)
- d. Approval of Request to Present Badge and Service Weapon to Retiring Law Enforcement Officer for the Amount of \$1.00 (Attachment C)
- e. Approval of Notification Requesting Removal of Community Advisory Committee Member (Attachment D)
- f. Notification of Award of \$450,000 to Yancey County in NC CDBG-CV Funds – Informational (Attachment E)
- g. WAMY Community Action, Inc. Report to the Counties – Informational (Attachment F)
- h. Compassionate Care WNC Thank You Letter – Informational (Attachment G)
- i. November 2020 Tax Collection Reports – Informational (Attachment H)

Chairman Whitson asked for a motion to approve the items on the consent agenda. Commissioner Grindstaff made a motion to approve the consent agenda, which was seconded by Commissioner Riddle. By unanimous vote the consent agenda was approved.

Resolution To Recognize Front Line Workers in Response to COVID-19

Chairman Whitson reported the local SEARCH (Sustaining Essential and Rural Community Healthcare) group asked for a resolution recognizing front line workers in response to COVID-19. Chairman Whitson presented the *RESOLUTION To Recognize and Honor the Yancey County Front Line Workers in Response to COVID-19* and expressed appreciation for all front line workers. (Attachment I) Commissioner Riddle made a motion to adopt the *RESOLUTION* with Commissioner Grindstaff seconding the motion. By unanimous vote the motion was approved.

Vaya Health

Chairman Whitson addressed the written request from Angela Garner, Community Relations Regional Director with Vaya Health regarding the appointment to the Vaya Health County Commissioner Advisory Board (CCAB). In addition, Ms. Garner provided information about Vaya Health, the role of their board, and the CCAB meeting calendar. (Attachment J) Chairman Whitson reported that he currently serves as the appointee. Commissioner Riddle made a motion for Chairman Whitson to continue to serve as the commissioners' appointee to the Vaya Health CCAB, with Commissioner Austin seconding the motion. By unanimous vote the motion was approved.

Republic Services

Tony Krasienko, Municipal Sales Manager, and Don Phelps, General Manager, with Republic Services addressed the Board for reconsideration of the request made at the November 2020 Board meeting to approve the proposed *Third Amendment to the Solid Waste Collection Service Agreement Dated 02/11/2008* increasing the service frequency to 200 hauls per month and allowing for a charge of an additional \$125 per haul for each over the 200 hauls. Mr. Krasienko also stated that Republic was proposing to structure some things differently with the convenience sites and transfer station as outlined proposed in the letter to the Board dated December 14, 2020. (Attachment K) County Manager Austin indicated as county management and the Board had received the proposed changes the day of the meeting, county management had not had time to run the numbers. Commissioner Grindstaff asked if some of the fifty-yard containers had been replaced with smaller containers resulting in an increased number of hauls. Mr. Krasienko reported that Republic could no longer haul the fifty-yard containers due to the size of the truck. Commissioner Riddle inquired if the average of 156 hauls was based on the fifty-yard containers. A discussion ensued and it was reported that the fifty-yard containers were replaced approximately four months ago. County Manager Austin indicated she could run the numbers and bring the information back to the Board. Chairman Whitson reported that the county is in the middle of a budget session and could not make a decision without additional information. Commissioner Ledford made a motion to table the decision regarding the request to approve the third amendment. Commissioner Austin seconded the motion. By unanimous vote the motion was approved

Anthony Allen, Director of Public Works, addressed the Board and thanked them for the opportunity to report. Mr. Allen said that since last Board meeting, he had met with employees to implement a plan to reduce the number of loads hauled from the convenience centers to the transfer station at the landfill. He reported that beginning November 30, employees began calling for a pickup when loads were full instead of sending a partial load to the transfer station and began directing truckloads of trash to the landfill. Mr. Allen reported that in the first week the number of loads was reduced to 43. Mr. Allen presented a copy of the sign establishing rules and regulations, which he requested the Board review and approve. (Attachment L) County Manager Austin said she had been investigating ways to prevent individuals living outside of Yancey County from disposing of their trash at the convenience centers and was considering a sticker program similar to the one used in Caldwell County. She also reported that the county has returned to recycling cardboard. County Manager Austin indicated the county will be working with the newspaper and radio, and posting signs to educate the public about what can be disposed of at the convenience centers and what needs to be taken to the landfill, still at no cost to county residents. Commissioner Grindstaff asked that the information be provided to the newspapers in Mitchell and Madison Counties as well. County Manager Austin asked the Board to review the sign presented by Mr. Allen to be posted at the convenience centers. A discussion ensued regarding the wording on the sign. Commissioner Grindstaff made a motion to approve the sign with "all truck or trailer loads" language removed, the landfill address still provided, and contact information added. Commissioner Austin seconded the motion. By unanimous vote the motion was approved

County Manager's Report

County Manager Austin asked Planning and Economic Development Director, Jamie McMahan to speak on the draft occupancy tax bill for travel and tourism. (Attachment K) Mr. McMahan addressed the board and reported one of the goals of the county strategic economic development plan was to increase the occupancy tax for travel and tourism to 6%, the statutory

maximum. Mr. McMahan reported he, County Manager Austin, and Travel & Tourism Chair Jake Blood worked on the draft based on the legislative model. The draft of the proposed bill to be adopted is a revision of the existing statute with the differences from the original being: 1) authorizes the Board of Commissioners to adopt a resolution to increase the amount to levy to the 6% maximum; 2) allows flexibility for spending as the current bill allows spending only for promotion. The proposed bill allows for two-thirds to be spent for promotion, and flexibility in spending the remaining one-third as long as it impacts travel and tourism; and, 3) changes how the tax is administered. Currently, the travel and tourism committee makes recommendations about how the money is spent. The revision provides for the creation of a County Tourism Development Authority by the Board of Commissioners as defined in Section 2 of the draft. Mr. McMahan indicated revision of the statute would require a resolution in support of the bill and that it would be submitted to County Attorney Laws for review. He further indicated work was being completed on the draft now, as local bills would be considered during the long session in 2021.

County Manager Austin reported that the Clerk of Court office was currently closed due to an outbreak of COVID-19. She also reported that court had been closed for thirty days, with a few exceptions. County Manager Austin gave a brief update on ongoing projects including work is continuing on the grant application to be submitted for the Duke endowment for the paramedicine program. For the Cane River debris removal project, the debris cleanup will be divided in sections and bid out. County EMS is doing well and had billed out \$1 million as of December 1. Approval has been received to drill under the road near the new school for the installation of a sewer line for Cane River Church. County management is continuing to work with Appalachian State University to develop a suitable model for the Community Resource Center, which will be funded by the CDBG-CV funds.

County Manager Austin then reported that in the process of selling county surplus vehicles on govdeals.com, she discovered that there was a 2002 transit van at East Yancey Auto that was taken there several years ago to be serviced. In addition to the work already performed on the van, she reported the cost of replacing the wiring harness and computer would cost approximately \$1,400. She reported the last couple of vans sold only brought approximately \$900 and that the owner of East Yancey Auto would be amenable to taking the van for the repairs that had already been done. County Manager Austin requested the Board authorize her to transfer the title to East Yancey Auto in exchange for the work that had been done on the vehicle, and since the cost of repairs would be more than what the van would bring as surplus. Commissioner Ledford made a motion to authorize County Manager Austin to transfer the title of the 2002 transit van to East Yancey Auto in exchange for the work that had been done on the vehicle. Commissioner Riddle seconded the motion. By unanimous vote the motion was approved.

County Commissioners' Report

In reference to the thank you letter, Commissioner Riddle asked about giving money to Compassionate Care WNC. County Finance Officer Burleson explained that it was not a donation, but a budgeted allocation to a non-profit per the non-profits request to the county during the budget work session. Commissioner Ledford reported that the health department is advertising for an environmental health specialist. Chairman Whitson presented the W.A.M.Y. Community Services Block Grant FY 2021-22 Application submitted to Board for review and comment. (Attachment M)

County Attorney's Report

County Attorney Laws stated he did not have any business to discuss in open session.

Public Comments

There were no public comments.

Closed Session

Chairman Whitson asked for a motion to go into closed session pursuant to NC Gen. Stat. §143-318.11(a)(5) to review an employment contract. Commission Riddle made a motion to go

into closed session, with Commissioner Ledford seconding the motion. The Board voted unanimously to enter closed session. Commissioner Grindstaff made a motion to leave closed session and reenter open session. Commissioner Riddle seconded the motion. By unanimous vote the Board voted to reenter open session. The Board did not take any action during closed session.

Adjournment

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

Approved and authenticated this the 11th day of January 2021.

Jeff Whitson, Chairman

David Grindstaff, Vice Chairman

Jill Austin, Commissioner

Sonya Morgan, Clerk to the Board

Mark Ledford, Commissioner

(county seal)

Johnny Riddle, Commissioner

Minutes of the December 21, 2020
Special Meeting of the Yancey County Board Of Commissioners
Held at 12:00 pm in the Commissioners Meeting Room
Yancey County Courthouse, Burnsville North Carolina

Present at the meeting held December 21, 2020 were Chairman Jeff Whitson, Commissioner David Grindstaff, Commissioner Jill Austin, Commissioner Mark Ledford, Commissioner Johnny Riddle, County Manager Lynn Austin, County Finance Officer Brandi Burleson, County Attorney Donny Laws, and Clerk to the Board Sonya Morgan. Also present was a member of the media and Sheriff Gary Banks. Commissioner Grindstaff joined the meeting during the Republic Services Contract discussion.

Call to Order

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

Approval of the Agenda

Chairman Whitson asked for a motion to approve the agenda. Commissioner Riddle made a motion to approve the agenda. Commissioner Ledford seconded the motion. By a vote of 4 – 0 the agenda was approved. (Attachment A)

Republic Services Contract Amendment

County Manager Austin began the discussion by stating she and County Attorney Donny Laws had reviewed the original contract with Republic Services signed in 2008 and the subsequent amendments. Mr. Laws indicated that the contract reads that Republic will provide the present level of service for the contract amount, and not a per haul amount. He indicated the county has an obligation not to dispose of industrial or commercial waste in the dumpsters. The contract as has a built-in consumer price index increasing the cost of the contract by 3% each year. Commissioner Ledford inquired about the possibility of the county collecting and hauling the solid waste. Commissioner Riddle indicated the county should continue to implement procedures to reduce out of county waste and keep our sites clean. A discussion ensued and Chairman Whitson asked, on behalf of the Board, County Manager Austin to investigate options such as using local haulers, establishing a solid waste department, using other vendors, and any other options and have it prepared for discussion at the beginning of the budget work sessions in March 2021. The Board did not take any action on the request from Republic Services to amend the current contract, which is in effect until June 30, 2023.

Closed Session

Chairman Whitson asked for a motion to go into closed session pursuant to NC Gen. Stat. §143-318.11(a)(5) to review an employment contract. Commissioner Ledford made a motion to go into closed session, with Commissioner Riddle seconding the motion. The Board voted unanimously to enter closed session. Commissioner Grindstaff made a motion to leave closed session and reenter open session. Commissioner Riddle seconded the motion. By unanimous vote the Board voted to reenter open session. The Board did not take any action during closed session. Commissioner Ledford made a motion to increase the salary of Sheriff Gary Banks by \$100 per pay period from January 1, 2021 through June 30, 2021. Commissioner Grindstaff seconded the motion. Chairman Whitson, Commissioner Ledford, and Commissioner Grindstaff voted in favor of the increase. Commissioners Austin and Riddle voted against the increase. By a vote of 3 – 2 the motion carried.

Adjournment

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

Approved and authenticated this the 11th day of January 2021.

Jeff Whitson, Chairman

David Grindstaff, Vice Chairman

Jill Austin, Commissioner

Sonya Morgan, Clerk to the Board

Mark Ledford, Commissioner

(county seal)

Johnny Riddle, Commissioner

PENSACOLA FIRE DISTRICT Vehicle Tax				\$356.56
	\$136.96	\$141.90	\$77.70	
PRICES CREEK FIRE DISTRICT Vehicle Tax				\$273.26
	\$4.86	\$28.70	\$65.53	\$174.17
County Vehicle Interest				\$7,317.93
	\$573.08	\$1,716.41	\$3,207.02	\$1,821.42
TOWN OF BURNSVILLE Vehicle Interest				\$159.96
	\$53.01	\$93.27	\$13.68	
BURNSVILLE FIRE DISTRICT Vehicle Interes				\$198.30
	\$28.95	\$31.41	\$118.72	\$19.22
CANE RIVER FIRE DISTRICT Vehicle Interes				\$47.58
	\$15.82	\$29.80	\$1.96	
EGYPT FIRE DISTIRCT Vehicle Interest				\$16.63
	\$7.53	\$9.09	\$0.01	
RAMSEYTOWN FIRE DISTRICT Vehicle Interes				\$1.52
	\$0.52	\$0.02	\$0.98	
GREEN MOUNTAIN FIRE DISTRICT Vehicle Int				\$37.40
	\$16.63	\$20.32	\$0.45	
JACKS CREEK FIRE DISTRICT Vehicle Intere				\$48.01
	\$20.96	\$3.90	\$11.06	\$12.09
BRUSH CREEK FIRE DISTRICT Vehicle Intere				\$15.69
	\$4.86	\$10.83		
CRABTREE FIRE DISTRICT Vehicle Interest				\$95.34
	\$7.51	\$35.58	\$39.41	\$12.84
SOUTH TOE FIRE DISTRICT Vehicle Interest				\$55.96
	\$1.91	\$27.16	\$22.17	\$4.72
PENSACOLA FIRE DISTRICT Vehicle Interest				\$75.60
	\$16.09	\$31.68	\$27.83	
PRICES CREEK FIRE DISTRICT Vehicle Inter				\$88.53
	\$0.54	\$5.71	\$16.91	\$65.37
DMV Vehicle Interest				\$597.51
	\$185.10	\$60.73	\$190.65	\$161.03

Totals

\$6,989.03

\$18,084.81

\$21,021.77

\$7,506.59

\$53,602.20

01/05/2021

Yancey County Tax Office

County/District Collection Percentage Report

As of: 12-31-2020

Run Date: 01-05-2021

2020
County

Net Levy \$
12,875,484.32

Collections \$
10,721,425.51

Collections %
83.28

Districts

Name	Net Levy \$	Collections \$	Collections %
001 - BURNSVILLE FIRE DISTRICT	218,803.14	193,163.89	88.29
002 - CANE RIVER FIRE DISTRICT	70,536.36	62,534.09	88.66
003 - EGYPT FIRE DISTRICT	77,874.62	68,214.49	87.60
004 - RAMSEYTOWN FIRE DISTRICT	24,269.97	19,312.02	79.58
005 - GREEN MOUNTAIN FIRE DISTRICT	26,958.38	21,128.66	78.38
006 - JACKS CREEK FIRE DISTRICT	67,214.59	57,385.49	85.38
007 - BRUSH CREEK FIRE DISTRICT	40,158.44	34,384.98	85.63
008 - CRABTREE FIRE DISTRICT	175,834.76	140,032.70	79.64
009 - SOUTH TOE FIRE DISTRICT	194,166.62	165,097.59	85.03
010 - PENSACOLA FIRE DISTRICT	94,014.88	74,914.67	79.69
011 - PRICES CREEK FIRE DISTRICT	165,025.46	135,407.08	82.06

District Totals

Net Levy \$
1,154,857.22

Collections \$
971,575.66

Collections %
84.13

Personal Property:

Billed
1,067,614.84

UnCollected
126,068.98

Collected
941,545.86

Percent Collected
88.192

Percent Not Collected
11.808

Posting Report
12-01-2020 to 12-31-2020

01-05-2021
12:09 PM

I. Tax Collections + Releases

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
2012	\$20.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.02
2013	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$451.50	\$0.00	\$0.00	\$34.90	\$0.00	\$0.00	\$0.00	\$13.33	\$0.00	\$499.73
2016	\$810.00	\$0.00	\$0.00	\$67.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$877.50
2017	\$1,388.23	\$2.74	\$0.00	\$67.50	\$0.00	\$0.00	\$0.00	\$10.40	\$0.00	\$1,468.87
2018	\$2,153.26	\$18.35	\$0.00	\$67.50	\$12.53	\$0.00	\$0.00	\$8.94	\$2.54	\$2,263.12
2019	\$11,964.49	\$141.13	\$3.44	\$166.84	\$11.40	\$0.00	\$291.73	\$283.45	\$119.71	\$12,982.19
2020	\$1,378,095.95	\$43,616.47	\$18,370.67	\$11,961.56	\$8,192.42	\$3,216.78	\$17,906.04	\$13,275.61	\$10,210.99	\$1,504,846.49
TOTAL	\$1,394,883.45	\$43,778.69	\$18,374.11	\$12,365.80	\$8,216.35	\$3,216.78	\$18,197.77	\$13,591.73	\$10,333.24	\$1,522,957.92

II. Releases

	Current Year	Prior Year	TOTAL
General Fund	\$2,075.12	\$0.00	\$2,075.12
Burnsville	\$2.92	\$0.00	\$2.92
West Yancey	\$0.00	\$0.00	\$0.00
Egypt/Ramseytown	\$0.00	\$0.00	\$0.00
Clearmont	\$0.00	\$0.00	\$0.00
Double Island	\$0.00	\$0.00	\$0.00
Newdale	\$228.16	\$0.00	\$228.16

South Toe	\$10.40	\$0.00	\$10.40
Pensacola	\$0.00	\$0.00	\$0.00
TOTAL	\$2,316.60	\$0.00	\$2,316.60

III. Net Tax Collections

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
TOTAL	\$1,392,808.33	\$43,775.77	\$18,374.11	\$12,365.80	\$8,216.35	\$3,216.78	\$17,969.61	\$13,581.33	\$10,333.24	\$1,520,641.32

Transaction Type Report

12-01-2020 to 12-31-2020

Year	General	Fire	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Total
2012	\$20.02	\$0.00	\$0.00	\$0.00	\$0.00	\$20.02	\$0.98	\$0.00	\$0.00	\$21.00
2013	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21.00	\$0.00	\$0.00	\$21.00
2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21.00	\$0.00	\$0.00	\$21.00
2015	\$451.50	\$48.23	\$0.00	\$0.00	\$0.00	\$499.73	\$253.90	\$4.00	\$0.00	\$757.63
2016	\$810.00	\$67.50	\$0.00	\$0.00	\$0.00	\$877.50	\$349.10	\$4.00	\$0.00	\$1,230.60
2017	\$1,388.23	\$80.64	\$25.79	\$0.00	\$0.00	\$1,494.66	\$337.40	\$4.00	\$0.00	\$1,836.06
2018	\$2,153.26	\$109.86	\$53.48	\$0.00	\$0.00	\$2,316.60	\$393.44	\$4.00	\$0.00	\$2,714.04
2019	\$11,964.49	\$1,017.70	\$141.92	\$0.00	\$0.00	\$13,124.11	\$1,252.48	\$76.00	\$0.00	\$14,452.59
2020	\$1,376,020.83	\$126,509.06	\$95.14	\$0.00	\$0.00	\$1,502,625.03	\$329.75	\$0.00	\$0.00	\$1,502,954.78
TOTAL	\$1,392,808.33	\$127,832.99	\$316.33	\$0.00	\$0.00	\$1,520,957.65	\$2,959.05	\$92.00	\$0.00	\$1,524,008.70

Adjustment / Release Report

12-01-2020 to 12-31-2020

Year	General	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Fire	Amount Due	County Net
2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.48	\$0.00	\$0.00	\$0.00	\$1.48	\$1.48
2020	\$2,075.12	\$0.00	\$0.00	\$0.00	\$2,075.12	\$309.30	\$0.00	\$0.00	\$241.48	\$2,625.90	\$2,384.42
TOTAL	\$2,075.12	\$0.00	\$0.00	\$0.00	\$2,075.12	\$310.78	\$0.00	\$0.00	\$241.48	\$2,627.38	\$2,385.90

Collections Receipts Report

12-01-2020 to 12-31-2020

Total general tax	\$1,392,808.33
Total fire tax	\$127,832.99
Total penalty	\$316.33
Total Waste Fees	\$0.00
Total Additional Fees	\$0.00
<hr/>	
Total principal	\$1,520,957.65
Total interest	\$2,959.05
Total cost of advertising	\$92.00
Total legal	\$0.00
Total check overpayments	\$152.07
Total Prepaid Payments	\$2,184.29
Total Prepaid Applied	\$0.00
<hr/>	
Total misc	\$5,387.41
<hr/>	
Grand total receipts	\$1,526,345.06

District Payment Report

12-01-2020 to 12-31-2020

Year	District Code	District Name	Amount
2015	003	EGYPT FIRE DISTRICT	\$34.90
2015	009	SOUTH TOE FIRE DISTRICT	\$13.33
2016	003	EGYPT FIRE DISTRICT	\$67.50
2017	001	BURNSVILLE FIRE DISTRICT	\$2.74
2017	003	EGYPT FIRE DISTRICT	\$67.50
2017	009	SOUTH TOE FIRE DISTRICT	\$10.40
2018	001	BURNSVILLE FIRE DISTRICT	\$18.35
2018	002	CANE RIVER FIRE DISTRICT	\$0.00
2018	003	EGYPT FIRE DISTRICT	\$67.50
2018	005	GREEN MOUNTAIN FIRE DISTRICT	\$12.53
2018	009	SOUTH TOE FIRE DISTRICT	\$8.94
2018	010	PENSACOLA FIRE DISTRICT	\$2.54
2019	001	BURNSVILLE FIRE DISTRICT	\$141.13
2019	003	EGYPT FIRE DISTRICT	\$67.50
2019	004	RAMSEYTOWN FIRE DISTRICT	\$99.34
2019	005	GREEN MOUNTAIN FIRE DISTRICT	\$11.40
2019	008	CRABTREE FIRE DISTRICT	\$291.73
2019	009	SOUTH TOE FIRE DISTRICT	\$283.45
2019	010	PENSACOLA FIRE DISTRICT	\$119.71
2019	011	PRICES CREEK FIRE DISTRICT	\$3.44
2020	001	BURNSVILLE FIRE DISTRICT	\$43,613.55
2020	002	CANE RIVER FIRE DISTRICT	\$5,048.48
2020	003	EGYPT FIRE DISTRICT	\$9,424.72
2020	004	RAMSEYTOWN FIRE DISTRICT	\$2,536.84
2020	005	GREEN MOUNTAIN FIRE DISTRICT	\$1,819.46
2020	006	JACKS CREEK FIRE DISTRICT	\$6,372.96
2020	007	BRUSH CREEK FIRE DISTRICT	\$3,216.78
2020	008	CRABTREE FIRE DISTRICT	\$17,677.88
2020	009	SOUTH TOE FIRE DISTRICT	\$13,265.21
2020	010	PENSACOLA FIRE DISTRICT	\$10,210.99
2020	011	PRICES CREEK FIRE DISTRICT	\$13,322.19
TOTAL			\$127,832.99

Detailed District Payment Report

12-01-2020 to 12-31-2020

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

Outstanding Balances Report

As of 12-31-2020

Year	Amount	County	District	Interest	Advertising	Penalties	Waste	Additional Fees
2009	\$13,197.79	\$6,238.12	\$496.92	\$6,402.75	\$60.00	\$0.00	\$0.00	\$0.00
2010	\$13,912.47	\$6,548.98	\$662.10	\$6,621.39	\$80.00	\$0.00	\$0.00	\$0.00
2011	\$22,102.96	\$10,981.63	\$1,138.14	\$9,873.34	\$92.00	\$17.85	\$0.00	\$0.00
2012	\$25,674.65	\$12,897.91	\$1,485.00	\$10,900.49	\$112.00	\$279.25	\$0.00	\$0.00
2013	\$21,668.48	\$12,004.17	\$1,131.07	\$8,335.24	\$198.00	\$0.00	\$0.00	\$0.00
2014	\$25,210.35	\$14,828.22	\$1,358.78	\$8,501.87	\$148.00	\$373.48	\$0.00	\$0.00
2015	\$27,807.03	\$16,869.76	\$1,672.01	\$8,513.82	\$196.00	\$221.95	\$0.00	\$0.00
2016	\$51,401.36	\$34,932.78	\$2,636.10	\$13,246.08	\$256.00	\$326.40	\$4.00	\$0.00
2017	\$69,598.74	\$49,419.69	\$4,284.14	\$14,857.00	\$424.00	\$613.91	\$0.00	\$0.00
2018	\$108,298.00	\$83,124.06	\$7,058.21	\$16,481.48	\$751.97	\$882.28	\$0.00	\$0.00
2019	\$263,761.67	\$217,776.29	\$18,805.31	\$24,270.51	\$1,872.00	\$1,037.56	\$0.00	\$0.00
2020	\$2,340,792.80	\$2,154,859.76	\$183,347.86	\$1,656.82	\$0.00	\$928.36	\$0.00	\$0.00
Total	\$2,983,426.30	\$2,620,481.37	\$224,075.64	\$129,660.79	\$4,189.97	\$4,681.04	\$4.00	\$0.00



NCACC Legislative Goals Conference

Description

The NCACC is requesting the Board designate a commissioner or other official as a voting delegate for the 2021 Legislative Goals Conference.

Item Presenter

Board Action Requested



Designation of Voting Delegate to NCACC Legislative Goals Conference

January 14-15, 2021 (Thursday – Friday) | *VIA VIRTUAL FORMAT

Each Board of County Commissioners is hereby requested to designate a commissioner or other official as a voting delegate for the 2021 Legislative Goals Conference *(held via Virtual format). Each voting delegate should complete the following statement and **return it to the Association no later than Monday, January 11, 2021.**

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the North Carolina Association of County Commissioners 2021 Legislative Goals Conference.

Voting Delegate Name: _____

Title: _____

In the event the designated voting delegate is unable to attend, _____ has been selected as _____ County's alternate voting delegate.

Alternate Voting Delegate Name: _____

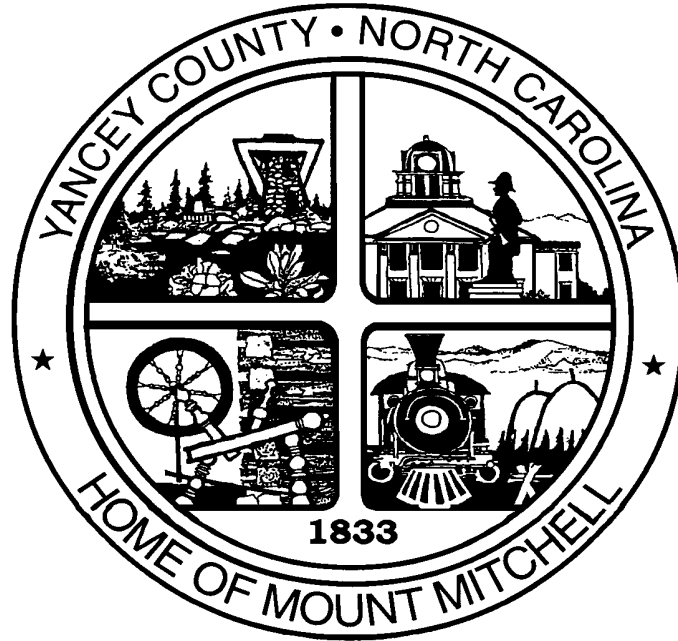
Title: _____

Article VI, Section of the Association's Constitution provides:

"On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its County Commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the Board of County Commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues."

Please return this form to Alisa Cobb via email by Monday, January 11, 2021 close of business:

Email: alisa.cobb@ncacc.org



County Attorney's Report

Description

As part of his report to the Board, County Attorney Laws will be reviewing the following District Office Lease with the Board.

Item Presenter

County Attorney Donny Laws

Board Action Requested

Pleasure of the Board

District Office Lease – Instructions

NO LEASE OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term for a District Office Lease for the 117th Congress may not commence prior to January 3, 2021.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 117th Congress, leases should end on January 2, 2023, not December 31, 2022.

- A. The preamble has three blank lines to be filled in: (1) Landlord's name; (2) Landlord's address; and (3) Member/Member-Elect's name.
- B. Section 1 has three blank lines to be filled in: (1) square footage of the leased office (optional); (2) street address of the leased office; and (3) city, state and ZIP code of the leased office.
- C. Section 2 confirms that all amenities identified in the District Office Lease Attachment accompanying the Lease are to be provided by Lessor.
- D. Section 3 has two blank lines to be filled in: (1) date lease begins (must be on or after January 3, 2021); and (2) date lease ends (must be on or before January 2, 2023).
- E. Section 4 has one blank line for the monthly rent amount (write "zero" if no rent is to be paid).
- F. Section 5 has one blank line – the number of days' notice required for either party to terminate the lease before the end of the term. A standard period is 30 days, but any figure is acceptable. If the lease may not be terminated early, enter "N/A" in this blank.
- G. Sections 1–9, other than filling in the blanks, may not be altered or deleted.
- H. Section 11 has space provided to list any additional lease provisions.
- I. Prior to either party signing a lease, the Member/Member-Elect must submit the proposed lease, accompanied by a copy of the District Office Lease Attachment for the 117th Congress, to the Administrative Counsel for review and approval. If the proposed terms and conditions of the lease are determined to be in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the signing of the lease. Please submit the proposed lease and District Office Lease Attachment either by e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357).
- J. **The Member/Member-Elect is required to personally sign the documents. A signed and dated District Office Lease Attachment must accompany this lease.** Once signed by both parties, the Lease and the District Office Lease Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form or faxed to 202-226-0357.
- K. If approved, Administrative Counsel will send the forms to Finance so that payment can begin. If there are errors on the form, the Member office will be contacted and required to correct them.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 1 of 3 – 117th Congress)

Pursuant to 2 U.S.C.A. § 4313, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts,

Yancey County, 110 Town Square, Room #11 Burnsville, NC 28714
(Landlord's name) (Landlord's street address, city, state, ZIP code)

("Lessor"), and _____, a Member/Member-Elect of the U.S. House of Representatives ("Lessee"), agree as follows:

- Location.** Lessor shall lease to Lessee _____ square feet of office space located at 115 Green Mountain Dr. _____
(Office street address)
in the city, state and ZIP code of Burnsville, NC 28714.
(Office city, state and ZIP)
- Lease Amenities.** Lessee shall be entitled to receive and Lessor shall be required to provide the amenities selected in Section A of the District Office Lease Attachment ("Attachment") accompanying this Lease.
- Term.** Lessee shall have and hold the leased premises for the period beginning January 14, 2021 and ending January 2, 2023. The term of this District Office Lease ("Lease") may not exceed two (2) years and may not extend beyond January 2, 2023, which is the end of the constitutional term of the Congress to which the Member is elected.
- Rent.** The monthly rent shall be \$0.00, and is payable in arrears on or before the last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis for any fraction of a month of occupancy.
- Early Termination.** This Lease may be terminated by either party giving 30 days' prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.
- Payments.** During the term of this Lease, rent payments under Section 4 of this Lease shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives (the "CAO") on behalf of the Lessee.
- District Office Lease Attachment for 117th Congress.** The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 117th Congress.
- Counterparts.** This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
- Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 2 of 3 – 117th Congress)

10. **Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.
11. **Other.** Additionally, the Lessor and the Lessee agree to the following:

[Signature page follows.]

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 3 of 3 – 117th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

Print Name of Lessor/Landlord/Company

Print Name of Lessee

By: _____

Lessor Signature

Lessee Signature

Name:

Title:

Date

Date

This District Office Lease must be accompanied with an executed District Office Lease Attachment.

District Office Lease Attachment- Instructions

The District Office Lease Attachment must accompany *every* Lease or Amendment submitted for a Member/Member-Elect's District Office.

NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term of a District Office Lease or Amendment for the 117th Congress may not commence prior to January 3, 2021.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 117th Congress, leases should end on January 2, 2023, not December 31, 2022.

A few things to keep in mind:

- A. The Member/Member-Elect is required to personally sign the documents.
- B. The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), including both the "required amenities" and "optional amenities" portions.
- C. The Member/Member-Elect must indicate in Section A ("Lease Amenities") whether the proposed leased space will serve as a flagship district office.
- D. Section B ("Additional Terms and Conditions") of the Attachment **SHALL NOT** have any provisions deleted or changed.
- E. Even if rent is zero, an Attachment is still required.
- F. **Prior to either party signing a Lease or Amendment, the Member/Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval.** If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form (leases@mail.house.gov) or by fax (202-226-0357).
- G. Once signed by both parties, the Lease or Amendment along with the Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form (leases@mail.house.gov) or by fax (202-226-0357).
- H. Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved by the Administrative Counsel and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.
- I. Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to the Administrative Counsel by e-mail in PDF form (leases@mail.house.gov).

District Office Lease Attachment

(Page 1 of 5 – 117th Congress)

SECTION A (Lease Amenities)

Section A sets forth the amenities provided by the Lessor to be included in the Lease and designates whether the leased space will be the Member/Member-Elect's flagship (primary) office. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Lessor (required amenities):

* High-Speed Internet Available Within the Leased Space.

Please list any internet providers known to provide service to the property:

Country Cablevision

* Interior Wiring CAT 5e or Better within Leased Space.

To be completed by the Lessor (optional amenities):

Amenities are separately listed elsewhere in the Lease.

(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):

Lockable Space for Networking Equipment.

Telephone Service Available.

Parking. Assigned Parking Spaces

Unassigned Parking Spaces

General Off-Street Parking on an As-Available Basis

Utilities. Includes: Electric, water, sewer, telephone access

Janitorial Services. Frequency: Weekly

Trash Removal. Frequency: Weekly

Carpet Cleaning. Frequency: _____

Window Washing. Window Treatments.

Tenant Alterations Included In Rental Rate.

After Hours Building Access.

Office Furnishings. Includes: desk, 4 drawer filing cabinet, bookshelf and hutch

Cable TV Accessible. If checked, Included in Rental Rate: Yes No

Building Manager. Onsite On Call Contact Name: Lynn Austin

Phone Number: 828-682-3971 Email Address: lynn.austin@yanceycountync.gov

To be completed by the Member/Member-elect (required):

The leased space will serve as my flagship (primary) District Office.

The leased space will NOT serve as my flagship (primary) District Office.

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-226-0357.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease Attachment

(Page 2 of 5 – 117th Congress)

SECTION B

(Additional Lease Terms)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“Attachment”) is incorporated into and made part of the Lease (“Lease”) and, if applicable, District Office Lease Amendment (“Amendment”) to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the “House”) nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the “CAO”) to Lessor to satisfy Lessee’s rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-226-0357.*

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease Attachment

(Page 3 of 5 – 117th Congress)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 117th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Jason Washington, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov. Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Jason Washington, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-226-0357.*

District Office Lease Attachment

(Page 4 of 5 – 117th Congress)

15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

District Office Lease Attachment

(Page 5 of 5 – 117th Congress)

25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

Print Name of Lessor/Landlord

Print Name of Lessee

By: _____
Lessor Signature
Name:
Title:

Lessee Signature

Date

Date

From the Member's Office, who is the point of contact for questions?

Name _____ Phone (____) _____ E-mail _____@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____.
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-226-0357.