

**Minutes of the 14 May 2018**  
**Regular Meeting of the Yancey County Board of Commissioners**  
**Held at 6:00 o'clock p.m. in the Yancey County Courtroom**  
**Yancey County Courthouse, Burnsville, North Carolina**

Present at the 14 May 2018 meeting of the Yancey County Board of Commissioners were: Chairman Johnny Riddle, Commissioner Jill Austin, Commissioner Mark Ledford, Commissioner John Stallings, Commissioner Jeff Whitson, County Manager Nathan Bennett, Clerk to the Board Jason Robinson, Planning and Economic Development Director Jamie McMahan, members of the media, and members of the general public.

**Call to Order and Approval of Agenda**

Chairman Riddle called the meeting to order and asked Commissioner Whitson to deliver the invocation. After the invocation, Commissioner Stallings led the Pledge of Allegiance. Chairman Riddle then asked for a motion to approve the agenda. Commissioner Whitson made a motion to approve the agenda. The motion was seconded by Commissioner Stallings. The vote to approve was unanimous (Attachment A).

**Public Comment**

The first person to speak before the Board was Marvin Taylor who spoke about slander and retribution in the Sheriff's Office.

**Consent Agenda**

The Board next moved to the consent agenda portion of the agenda. On the consent agenda for May was the approval of the April 9<sup>th</sup> regular and special meeting minutes, the April 16<sup>th</sup> special meeting minutes, and the May 7<sup>th</sup> special meeting minutes. In addition, there were two appointments to the Yancey County Juvenile Crime Prevention Council (JCPC) of Ms. Lyndsey Westall and Ms. Becky Davis (Attachment B). There was also the appointment of Phillip Ray to the WAMY Board of Directors (Attachment C). Also for May on the consent agenda was a refund request from the tax office (Attachment D). The May consent agenda also contained venues requesting approval for fireworks demonstrations (Attachment E). The consent agenda for May also contained three items for informational purposes only. The first of these was a WAMY report (Attachment F). The second item was a notification from Rutherford County that they intended to remove themselves from VAYA Health mental health catchment area (Attachment G). The final item for information only was the April tax collection report (Attachment H). Upon hearing the consent agenda items, Commissioner Whitson made a motion to approve the consent agenda. The motion was seconded by Commissioner Austin and the vote to approve was unanimous.

**Mission Health/HCA Merger Update**

The Board next heard from Becky Carter with Mission Health concerning the merger of Mission Health and Hospital Corporation of America (HCA). Ms. Carter stated that Mission was talking with local elected officials throughout the 18 county service area to answer questions and receive feedback concerning the merger. Ms. Carter explained why Mission and HCA were a good fit for each other and what each entity brought to the table. Ms. Carter also reviewed with the Board how a foundation would be set up with a large endowment that would be supplied by the sale of the assets that Mission currently owns. The endowment would be used to continue to provide for the health of the 18 counties of Western North Carolina. Commissioner Stallings asked if there would be a possibility of small, rural hospitals like Blue Ridge closing. Ms. Carter stated that HCA has agreed to no service changes for five years. She also stated that one of the reasons that HCA liked Mission is because of the "hub and spoke" model of having feeder hospitals into the larger hospital. Chairman Riddle then asked who the foundation would help and what kind of feedback that Mission had received from employees. Ms. Carter stated that the foundation would be to help the 18 counties that make up the current Mission service area and that the feedback from the employees has been extremely positive.

**American Legion Baseball**

The Board next heard from Les Heavener with the American Legion Post 122. Mr. Heavener stated that since the reestablishment of the American Legion Post 122 in Yancey County that there had been a desire to field a baseball team for American Legion play. Mr. Heavener stated that this year would be the first year for the Burnsville team and the players come from Yancey, Madison, and Avery Counties and from the North Buncombe area. Mr. Heavener invited the Board out to watch the team play. Mr. Heavener then asked for the Board to consider a proclamation for "Poppy day in Yancey County" to be held on May 25<sup>th</sup>. Mr. Heavener explained the significance of the poppy to the American Legion and how funds are used from the poppy fund. Chairman Riddle then asked the clerk to read the proclamation.

Upon reading of the proclamation, Commissioner Whitson made a motion to adopt the proclamation. The motion was seconded by Commissioner Austin and the vote to adopt was unanimous (Attachment I).

#### **Yancey County Library**

The Board next heard from Amber Westall Briggs, Director of the AMY Regional Library System. Ms. Briggs stated that there was a lot of good things happening at the library and thanked the Board for their support throughout the years. Ms. Briggs then highlighted some of the programs that were available at the library including help for small businesses and new programs that were beginning at the library.

#### **NCDOT/Town Landscaping Plan**

The Board next heard from Town of Burnsville Mayor Theresa Coletta concerning the North Carolina Department of Transportation (NCDOT) and Town of Burnsville landscaping plan. According to Mayor Coletta, she was coming to the Board to ask for support of the County to maintain the portion of Highway 19 E from Mountain Heritage to the town limit. According to Mayor Coletta, the NCDOT will provide shrubbery and maintenance for a year's time and then the maintenance will fall to the town and the county. Mayor Coletta stated that the Town has already committed to the maintenance within the Town limits but is asking the County for the approximately one mile of maintenance to Mountain Heritage. Commissioner Ledford asked if the NCDOT had performed a cost analysis to obtain how much maintenance would cost. Mayor Coletta stated that the DOT doesn't do costs. Discussion followed about the cost of the maintenance. Following the discussion, Commissioner Whitson stated that he would like to have more time to get the cost associated with the maintenance and made a motion to table the issue. Commissioner Ledford seconded the motion and the vote to table was unanimous.

#### **County Manager Report**

The Board next heard from County Manager Nathan Bennett. Mr. Bennett stated that the current contract for EMS services will expire in June with Mission Health. Mr. Bennett stated that Mission had made a proposal for a one year contract that is identical to the current contract with a 3% increase. Mr. Bennett also stated that Donny Laws, County Attorney had looked over the contract and was agreeable to the terms. Upon hearing from Mr. Bennett, Commissioner Austin made a motion to approve the contract with Mission Health for EMS services for one year. The motion was seconded by Commissioner Ledford and the vote to approve was unanimous (Attachment J). Mr. Bennett next informed the Board that the Yancey County Committee on Aging (YCCOA) had met today and voted to transition the operation of the senior center to be a County department agency. Mr. Bennett stated that the plan is to enhance the services that are offered and to have everything in place by July 1. Mr. Bennett also stated that Cane River Park Day that had been scheduled for May 19<sup>th</sup> has been postponed and that the 2018-19 budget would be ready for consideration at the June meeting.

#### **County Attorney Business**

County Attorney Donny Laws was absent from the meeting.

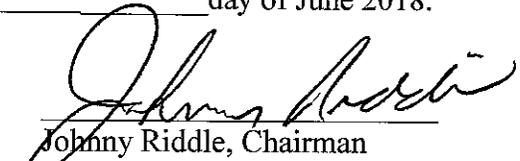
#### **Commissioner Business**

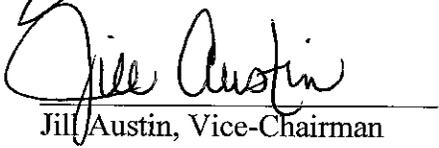
Commissioner Stallings asked Mr. McMahan about any business recruitment and an update on the urgent care and hotel. Jamie McMahan, Planning and Economic Development Director stated that he had a meeting last week with the North Carolina Economic Development Partnership at Altec and that they were impressed with what was happening in Yancey County. County Manager Nathan Bennett also updated the Board that the Charters of Freedom folks would be up next week to work on the monuments.

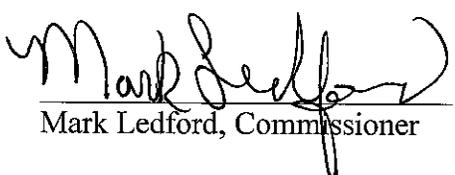
#### **Adjournment**

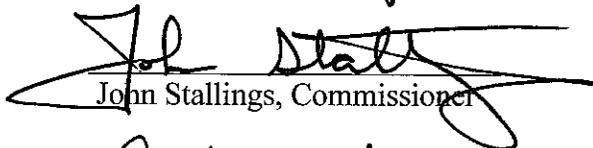
Having no further business Commissioner Ledford made a motion to adjourn and it was seconded by Commissioner Whitson. The vote to adjourn was unanimous.

Approved and authenticated on this the 11<sup>th</sup> day of June 2018.

  
Johnny Riddle, Chairman

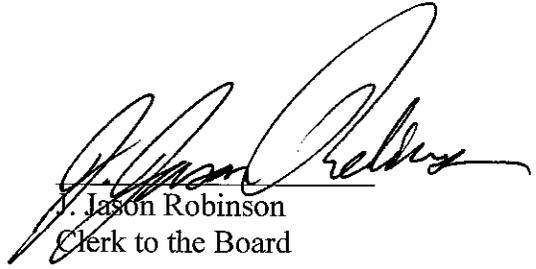
  
Jill Austin, Vice-Chairman

  
Mark Ledford, Commissioner

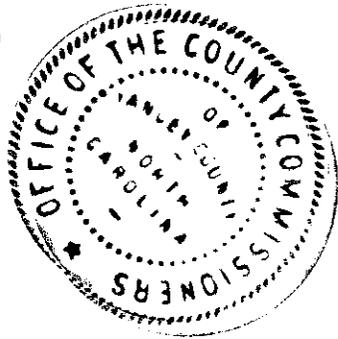
  
John Stallings, Commissioner

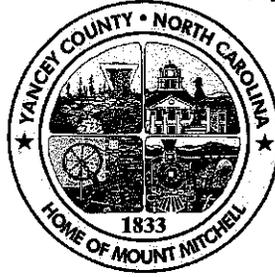
  
Jeff Whitson, Commissioner

Attest:

  
J. Jason Robinson  
Clerk to the Board

(county seal)





**AGENDA**  
**YANCEY COUNTY BOARD OF COMMISSIONERS**  
**REGULAR BUSINESS MEETING**  
**May 14, 2018**  
**6:00 P.M.**

- I. Call to Order – Chairman Johnny Riddle
- II. Invocation and Pledge of Allegiance to the Flag
- III. Approval of the Agenda
- IV. Public Comment
- V. Consent Agenda
  - a. Approval of the Minutes – April 9<sup>th</sup> regular and special meeting minutes, April 16<sup>th</sup> special meeting minutes, May 7<sup>th</sup> special meeting
  - b. APPOINTMENTS – Juvenile Crime Prevention Council (JCPC) – Lyndsey Westall and Becky Davis; WAMY Board of Directors – Phillip Ray
  - c. Yancey County Tax Office – Refund Request
  - d. Approval of Fireworks applications
  - e. WAMY Report – Informational
  - f. Rutherford County Notification – Informational
  - g. April Tax Collection Report – Informational
- VI. Mission/HCA Merger Update – Becky Carter and Rowena Buffett Timms, Mission Health
- VII. American Legion Baseball and Proclamation request – Les Heavener, American Legion Post #122
- VIII. Yancey Library Update – Amber Briggs, AMY Regional Library Director
- IX. NCDOT/Town Landscaping Project – Theresa Coletta, Mayor, Town of Burnsville
- X. County Manager Report – Nathan Bennett, County Manager
  - a. EMS Contract
  - b. General Update
- XI. County Attorney Report – Donny Laws, County Attorney
- XII. County Commissioners Report
- XIII. Adjourn

*Attachment B*

**Jason Robinson**

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**From:** Glenna Taylor [gtaylor@ncsu.edu]  
**Sent:** Wednesday, March 21, 2018 8:37 PM  
**To:** Jason Robinson  
**Subject:** New members

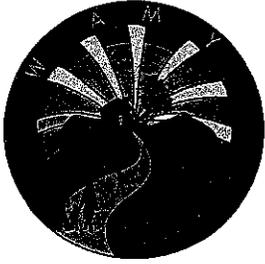
Hi Jason,

Could you get the Commissioners to approve the new members on the JCPC?  
Lyndsey Westall replaced Amy Earnheart (Mental Health) and Becky Davis (DSS) replaced Mchelle Rogers.

Thank you.

Glenna

*Attachment C*



**W.A.M.Y. COMMUNITY ACTION, INC.**

225 Birch Street, Suite 2  
Boone, North Carolina 28607-2688  
Telephone: 828.264.2421 Fax: 828.264.0952  
Email: [info@wamycommunityaction.org](mailto:info@wamycommunityaction.org)

**Bobbie Willard, Chairperson**

**Melissa Soto, Executive Director**

April 12, 2018

Nathan Bennett, County Manager  
Yancey County Courthouse  
110 Town Square, Room 11  
Burnsville, NC 28714

Dear Nathan:

Pam Wilson, who is the Public Representative appointed by Yancey County to serve on our Board, has missed three consecutive meetings. According to our by-laws, we must declare her seat on the Board vacant and request a new appointment.

We would love to have one of the County Commissioners sit on our Board, or an appointment of an interested community member is allowed. Please bring this to the Board's attention at the next meeting. We must get vacancies on our Board filled quickly to remain in compliance with the CSBG State Code.

I have asked Ms. Wilson for recommendations of a replacement and will share those with you if received. Thank you so much for your support.

Respectfully,

Melissa Soto  
Executive Director

**EVERY COUNTY**  
723 Cranberry Street  
Newland, NC 28657  
828-733-0156

**MITCHELL/YANCEY COUNTY**  
261 Oak Avenue  
Spruce Pine, NC 28777  
828-766-9150

"W.A.M.Y. Community Action, Inc. is an equal opportunity employer, program, and lender.  
Auxiliary aids and services are available upon request to individuals with disabilities."

## Nathan Bennett

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**From:** Melissa Soto [melissa@wamycommunityaction.org]  
**Sent:** Tuesday, April 24, 2018 1:39 PM  
**To:** Nathan Bennett  
**Subject:** Board Member

Nathan,

I hope you received my letter regarding needing a new public representative for Yancey County for our Board of Directors. I just met with Phillip Ray and he would like to serve in that capacity if the Board of Commissioners will approve. Do you think that will be possible? Our next Board meeting is May 14 and I would love to be able to officially seat Mr. Ray then, if possible.

If you need anything else from me to move this forward, please let me know.

Sent from my iPhone

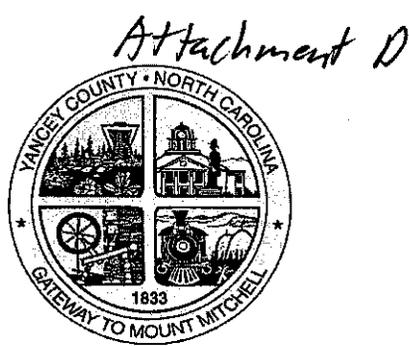
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**YANCEY COUNTY TAX OFFICE**

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

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

Email: [danny.mcintosh@yanceycountync.gov](mailto:danny.mcintosh@yanceycountync.gov)

Regular Meeting of the Board of Commissioners May 14 2018

Refund request:

PIN: 080200371664000 (119.57 acres Deed date 04-01-2004 Deed Book 458 Page 336) Request for refund is made by letter from Tim Parker received May 1 2018. Property owner originally made application for the Present use value program (PUV) January 28 2005. Application was denied and the response to the property owner indicated that the assessor would retain the application. The property was then classified PUV beginning in 2008. As of January 1 2008 the property was assigned an assessed market value of \$576,700 (not including buildings) and a PUV assessed value of \$255,000. The PUV assessed values reflected the standard valuation of land absent any positive influence factor increase as was contained in the 2008 assessed market value. As a result of this manner of calculation the contract mass appraiser for the 2016 revaluation removed the property from the PUV classification beginning January 1 2016. This resulted in the property not receiving the PUV deferral for 2016 and 2017. The assessed market value for 2016 and 2017 of the property was \$308,900 (not including buildings) and the corresponding present use value was \$34,350. The deferral of \$274,550 for 2016 and 2017 would have been appropriate. The taxes billed were paid during the discount period. The refund requested is \$1,748.88 each year for a total of \$3,497.76

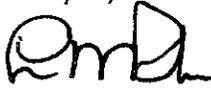
Assessor's opinion: Refund is indicated and recommended for approval.

# Request for Refund

Yancey County Commissioners,

I would like to request a refund for overpayment of property taxes on parcel ID# 080200371664000 for the years of 2016 & 2017. I sincerely appreciate the boards attention to this matter.

Thank you,



Tim W Parker

RECEIVED  
15/11/18 DTM

Attachment E



**Board of Commissioners**

Johnny Riddle, Chair  
Jill Austin, Vice-Chair  
Mark Ledford  
John Stallings  
Jeff Whitson

Nathan R. Bennett  
County Manager

Donny J. Laws  
County Attorney

J. Jason Robinson  
Clerk to the Board

110 Town Square  
Courthouse, Room 11  
Burnsville, NC 28714  
828-682-3971  
828-682-4301 Fax

**MEMORANDUM**

**TO:** Yancey County Board of Commissioners

**FROM:** Nathan R. Bennett,  
Yancey County Manager

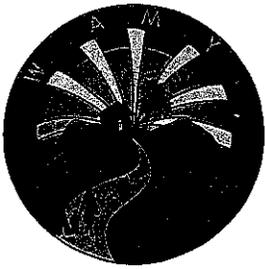
**DATE:** May 10, 2018

**RE:** PYROTECHNIC-FIREWORKS DISPLAY APPLICATIONS

The Yancey County Fire Marshal has or anticipates receiving applications for outdoor pyrotechnic displays within the jurisdiction of Yancey County. These applications are subject to notification and approval by the Board of County Commissioners. The Fire Marshal presents the below event sponsors and approximate display dates for your consideration and recommends approval:

1. Yancey County – Burnsville Display – July 7, 2018;
2. Yancey County – Toe River Campground/Patience Park – July 4, 2018;
3. Friends Across N.C. – Camp Funshine – June 21, 2018;
4. Mountain Air Country Club – July 4, 2018;
5. Mount Mitchell Lands – July 4, 2018.

The Fire Marshal will inspect these events consistent with state law and provide final approval of the application as appropriate. Please let me know if there are any questions.



*Attachment F*  
**W.A.M.Y. COMMUNITY ACTION, INC.**

225 Birch Street, Suite 2

Boone, North Carolina 28607-2688

Telephone: 828.264.2421 Fax: 828.264.0952

1-800-571-9269

Email: [info@wamycommunityaction.org](mailto:info@wamycommunityaction.org)

**Bobbie Willard, Chairperson**

**Melissa Soto, Executive Director**

April 12, 2018

Nathan Bennett, County Manager  
110 Town Square, Room 11  
Burnsville, NC 28714

Dear Mr. Bennett:

Please see the enclosed "Report to the County" from WAMY Community Action, Inc. Since Yancey County has a Public Representative seat on our Board of Directors of WAMY, I think it is important to keep our local elected officials informed.

If you have questions or want more information about any of the reports, please contact me and I will be happy to go over it with you.

Sincerely,

Melissa Soto  
Executive Director

**AVERY COUNTY**  
723 Cranberry Street  
Newland, NC 28657

**MITCHELL/YANCEY COUNTY**  
261 Oak Avenue  
Spruce Pine, NC 28777

*"Partnering with communities and families to provide disadvantaged families the support and tools they need to become self-sufficient."*

**WAMY COMMUNITY ACTION, INC.**  
**Watauga, Avery, Mitchell and Yancey Counties**  
**REPORTS TO THE COUNTY**  
**2-7-18 to 4-7-18**

Strategic Plan Goals:

- 1) Hold a poverty simulation/summit in each county to educate public about the unique needs of low-income families.
  - a. Poverty simulation held at Burnsville Town Center – very successful event.
  - b. Trying to raise funds to bring a similar event to Watauga/Avery County
- 2) Complete comprehensive community needs assessment
  - a. Surveys sent out and received from key stakeholders and local elected officials.
  - b. Held youth focus group at Cranberry Middle and hope to replicate at Avery High School
- 3) Build an endowment and raise funds for emergency expenses for clients.

Public Relations – WAMY is trying to increase awareness about their services in all counties, but especially in Mitchell and Yancey. WAMY offers all of their services in each county with the exception of Youth Development. The agency is searching for opportunities to speak and present in these counties.

- Board is considering a part-time Public Relations/Fund Development position just for Mitchell and Yancey Counties.
- Article published in Avery Journal highlighting a housing client.

Fund Development – Goal of increasing unrestricted funding and raising funds to meet client needs beyond federal grant dollars.

- Planning for Brunch and Bubbly event April 19, 2018 in Blowing Rock.
- Applied for funding from Mission Health, Operation Pocket Change, Avery County, Watauga County and other local sources.

Planning & Evaluation – Goal of operating exceptional programs and providing excellent customer service. Surveys are ongoing throughout year with each program.

- WAMY achieved Center of Excellence status based on our achievement of 100% of national performance standards.
- Executive Director obtained national certification as a ROMA Implementer.
- Agency was recognized as an Exemplary Organization by the Office of Economic Opportunity at the January conference.

Program Goals:

Total Family Development – goal of bringing families above poverty level and getting them self-sufficient. Most of those served are working on continuing their education to increase their employment opportunities. WAMY can provide scholarships and financial assistance for unexpected expenses while enrolled.

- Currently serving 38 families with educational and employment support services.
- 12 families have obtained employment, risen above poverty and maintained that income for more than 90 days.

Housing – goal of making low-income family homes more energy efficient and saving the family money on their heating/cooling costs. Also repairs or replaces heating systems when necessary.

- 10 units completed with 17 in progress. WAMY expects to complete 26 homes by June.
- WAMY is looking for contractors interested in working with the program. Needs include plumbers, electricians, roofers, and general contractors in all four counties.

Youth Development – Avery Youth Opportunities after school program and Mountain Adventure Days summer camp in Watauga County.

- Mountain Adventure Days camp quickly filling up for 2018.
- WAMY is raising funds for partial and full scholarships.
- Currently 217 Avery County students enrolled in after school

Nutrition – provides low-income families with garden vouchers that they can use to buy seeds, plants, fertilizer, etc. to have a home garden.

- Garden vouchers have been completed and distributed.
- Plans to work with Habitat for Humanity in Avery for their community garden.
- Working with new vendors in Watauga (Stockyard Bucking Company) and Mitchell County (Ledger Ace Hardware).

Attachment G



289 N. Main Street • Rutherfordton, NC 28139 • 828.287.6060 (p) 828.287.6262 (f) • www.rutherfordcountync.gov



Via Email and Overnight Trackable Mail (USPS #7014 1200 0001 2986 1916)

April 11, 2018

Dr. Mandy K. Cohen, MD, MPH  
Secretary, NC Department of Health and Human Services  
2001 Mail Service Center  
Raleigh, NC 27699-2001

RE: Rutherford County LME/MCO Disengagement and Realignment

Dear Secretary Cohen:

The enclosed resolution was adopted unanimously by the Rutherford County Board of County Commissioners (RBOCC) on Monday, April 9, 2018. Please accept this letter and resolution as Rutherford County's written notice of its intent to disengage from Vaya Health and realign with Partners Behavioral Health Management, consistent with applicable statutes and regulations. NCGS 122C-115 (a3); 10A NCAC26C.0701 – 0703.

Our "disengagement plan" will be published shortly at our county website ([www.rutherfordcountync.gov](http://www.rutherfordcountync.gov)) and Partners' website ([www.partnersbhm.org/transparency](http://www.partnersbhm.org/transparency)). Rutherford County will accept public comments on the plan for at least 60 calendar days. Rutherford County by this or other writing, will notice Vaya and Partners counties and the providers impacted by the disengagement. We will also solicit comments from consumers, advocates, self-advocates and State and Local Consumer and Family Advisory Committees (CFACs) using locally established communication methods, such as mailings, routine stakeholder meetings, press releases, and social media messages. Rutherford County will post public comments on its website for at least 30 calendar days.

Please expect our formal written request for approval from the Secretary as soon as legally and operationally feasible.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bryan A. King', written over a printed name and title.

Bryan A. King, Chairman  
Board of Commissioners

Enclosure: Resolution

*County Commissioners*

Bryan A. King, Chairman  
Alan Toney, Vice Chairman

Eddie Holland  
Greg Lovelace  
Michael Benfield

Steven W. Garrison, County Manager  
Hazel S. Haynes, Clerk to the Board  
Richard Williams, County Attorney

YANCEY COUNTY TAX ADMINISTRATION

End of Month Breakout

Outstanding Balances through 04/30/2018

Description	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	Total
Balances											
County Vehicle Tax											\$83,046.06
\$15,549.29	\$6,410.86	\$3,173.06	\$1,120.99	\$27,535.96	\$29,255.90						
TOWN OF BURNSVILLE Vehicle Tax											
\$504.43	\$36.00	\$12.70		\$2,128.03	\$2,759.16						\$5,440.32
BURNSVILLE FIRE DISTRICT Vehicle Tax											
\$385.27	\$128.82	\$39.05	\$7.53	\$550.23	\$693.88						\$1,804.78
CANE RIVER FIRE DISTRICT Vehicle Tax											
\$135.44	\$11.76	\$6.36	\$3.69	\$179.07	\$234.47						\$570.79
EGYPT FIRE DISTRICT Vehicle Tax											
\$43.91	\$0.40	\$0.97	\$0.46	\$105.02	\$78.47						\$229.23
RAMSEY TOWN FIRE DISTRICT Vehicle Tax											
\$1.29	\$3.94	\$4.53	\$0.53	\$124.30	\$98.58						\$233.17
GREEN MOUNTAIN FIRE DISTRICT Vehicle Tax											
\$116.56	\$7.81	\$8.77	\$6.67	\$87.13	\$114.13						\$341.07
JACKS CREEK FIRE DISTRICT Vehicle Tax											
\$68.78	\$56.73	\$56.31	\$7.31	\$352.73	\$336.19						\$878.05
BRUSH CREEK FIRE DISTRICT Vehicle Tax											
\$54.77		\$1.57	\$0.36	\$116.70	\$124.37						\$297.77
CRABTREE FIRE DISTRICT Vehicle Tax											
\$200.04	\$48.43	\$64.71	\$68.07	\$770.54	\$880.45						\$2,032.24
SOUTH TOE FIRE DISTRICT Vehicle Tax											
\$216.83	\$40.70	\$64.25	\$5.29	\$432.68	\$378.60						\$1,138.35
PENSACOLA FIRE DISTRICT Vehicle Tax											
\$89.48	\$77.70	\$49.05	\$1.11	\$89.07	\$110.48						\$416.89

PRICES CREEK FIRE DISTRICT Vehicle Tax					\$755.55
\$111.24	\$177.55	\$47.42	\$19.40	\$198.47	\$201.47
County Vehicle Interest					\$26,575.26
\$273.41	\$816.76	\$652.58	\$335.27	\$10,884.81	\$13,612.43
TOWN OF BURNSVILLE Vehicle Interest					\$2,133.72
\$0.30	\$5.04	\$2.66		\$845.78	\$1,279.94
BURNSVILLE FIRE DISTRICT Vehicle Interes					\$575.27
\$10.36	\$15.51	\$6.77	\$1.65	\$218.35	\$322.63
CANE RIVER FIRE DISTRICT Vehicle Interes					\$177.25
\$0.20	\$1.17	\$0.61	\$0.73	\$69.66	\$104.88
EGYPT FIRE DISTRICT Vehicle Interest					\$76.98
\$0.01	\$0.01	\$0.02	\$0.01	\$40.72	\$36.21
RAMSEY TOWN FIRE DISTRICT Vehicle Interes					\$94.90
\$0.02	\$0.34	\$0.81	\$0.01	\$48.91	\$44.81
GREEN MOUNTAIN FIRE DISTRICT Vehicle Int					\$90.31
\$0.31	\$1.12	\$1.84	\$1.99	\$33.78	\$51.27
JACKS CREEK FIRE DISTRICT Vehicle Intere					\$323.63
\$2.66	\$7.40	\$11.14	\$2.10	\$140.04	\$160.29
BRUSH CREEK FIRE DISTRICT Vehicle Intere					\$102.38
	\$0.03			\$45.94	\$56.41
CRABTREE FIRE DISTRICT Vehicle Interest					\$757.62
\$2.16	\$6.34	\$11.21	\$19.96	\$305.78	\$412.17
SOUTH TOE FIRE DISTRICT Vehicle Interest					\$368.75
\$5.66	\$3.93	\$13.27	\$0.83	\$169.32	\$175.74
PENSACOLA FIRE DISTRICT Vehicle Interest					\$104.75
\$0.86	\$9.27	\$9.67	\$0.40	\$34.41	\$50.14
PRICES CREEK FIRE DISTRICT Vehicle Inter					\$214.59
\$4.11	\$24.03	\$9.45	\$5.45	\$79.51	\$92.04
DMV Vehicle Interest					\$2,588.46
\$191.74	\$213.58	\$105.76	\$37.24	\$983.51	\$1,056.63
Totals					\$131,368.14
\$17,969.13	\$8,105.20	\$4,354.57	\$1,647.05	\$46,570.45	\$52,721.74

	Billed to Date	% Collected
County Vehicle Tax 2017	\$24,581.57	36.74%

05/01/2018

YANCEY COUNTY TAX ADMINISTRATION

End of Month Breakout

View Posted Payments in Date Range 04/01/2018 to 04/30/2018 for Vehicle

Description	Amount
Vehicle Payments	
County Vehicle Tax Payments 2017	\$860.40
County Vehicle Tax Payments 2016	\$133.61
County Vehicle Tax Payments 2015	\$25.98
County Vehicle Tax Payments 2014	\$22.78
County Vehicle Tax Payments 2013	
County Vehicle Tax Payments 2012	
County Vehicle Tax Payments 2011	
County Vehicle Tax Payments 2010	
County Vehicle Tax Payments 2009	
County Vehicle Tax Payments 2008	
County Vehicle Tax Payments 2007	
County Vehicle Interest	\$35.43
County Vehicle Total Payments	\$1,078.20
Burnsville VFD Vehicle Tax	\$8.09
South Toe VFD Vehicle Tax	\$10.00
Newdale VFD Vehicle Tax	\$23.39
West Yancey VFD Vehicle Tax	\$24.04
Egypt/Ramseytown VFD Vehicle Tax	\$1.05
Clearmont VFD Vehicle Tax	\$7.26
Double Island VFD Vehicle Tax	\$2.64
Pensacola VFD Vehicle Tax	\$17.95
VFD Vehicle Interest	\$2.97
VFD Vehicle Total Payments	\$97.39
Town of Burnsville Vehicle Tax	\$29.92
Town of Burnsville Vehicle Interest	
Town of Burnsville Vehicle Total Payment	\$29.92
State Vehicle Interest	\$12.11
Vehicle Total Payments	\$1,217.62

05/01/2018

**Posting Report**  
04-01-2018 to 04-30-2018

05-01-2018  
9:26 AM

**I. Tax Collections + Releases**

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
2007	\$75.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9.75	\$0.00	\$84.75
2008	\$60.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8.78	\$0.00	\$69.53
2009	\$54.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7.80	\$0.00	\$61.80
2010	\$54.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7.80	\$0.00	\$61.80
2011	\$54.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7.80	\$0.00	\$61.80
2012	\$49.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7.10	\$0.00	\$56.24
2013	\$381.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9.26	\$0.00	\$390.49
2014	\$157.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.50	\$5.88	\$0.00	\$177.08
2015	\$1,451.43	\$19.86	\$0.00	\$0.00	\$33.35	\$0.00	\$17.50	\$38.61	\$0.00	\$1,560.75
2016	\$5,446.14	\$53.41	\$20.04	\$10.35	\$0.00	\$67.08	\$114.03	\$208.37	\$124.22	\$6,043.64
2017	\$240,994.53	\$2,115.02	\$6,243.12	\$1,590.87	\$1,806.36	\$330.70	\$2,095.56	\$2,538.14	\$1,060.85	\$258,775.15
<b>TOTAL</b>	<b>\$248,777.92</b>	<b>\$2,188.29</b>	<b>\$6,263.16</b>	<b>\$1,601.22</b>	<b>\$1,839.71</b>	<b>\$397.78</b>	<b>\$2,240.59</b>	<b>\$2,849.29</b>	<b>\$1,185.07</b>	<b>\$267,343.03</b>

**II. Releases**

	Current Year	Prior Year	TOTAL
General Fund	\$1,245.91	\$1,331.94	\$2,577.85
Burnsville	\$4.97	\$2.17	\$7.14
West Yancey	\$55.36	\$0.00	\$55.36
Egypt/Ramseytown	\$0.00	\$0.00	\$0.00
Clearmont	\$0.00	\$17.15	\$17.15

Double Island	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Newdale	\$34.07	\$50.20	\$84.27	\$84.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Toe	\$11.43	\$86.95	\$98.38	\$98.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pensacola	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$1,351.74</b>	<b>\$1,488.41</b>	<b>\$2,840.15</b>	<b>\$2,840.15</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

### III. Net Tax Collections

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
	\$246,200.07	\$2,181.15	\$6,207.80	\$1,601.22	\$1,822.56	\$397.78	\$2,156.32	\$2,750.91	\$1,185.07	\$264,502.88

# Transaction Type Report

04-01-2018 to 04-30-2018

Year	General	Fire	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Total
2008	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.00	\$4.00	\$0.00	\$30.00
2013	\$331.53	\$2.80	\$0.00	\$0.00	\$0.00	\$334.33	\$12.03	\$0.00	\$0.00	\$346.36
2015	\$1,171.03	\$78.44	\$0.00	\$0.00	\$0.00	\$1,249.47	\$218.27	\$24.88	\$0.00	\$1,492.62
2016	\$4,849.52	\$507.36	\$11.99	\$0.00	\$0.00	\$5,368.87	\$936.01	\$86.49	\$0.00	\$6,391.37
2017	\$236,901.02	\$17,373.05	\$414.08	\$0.00	\$0.00	\$254,688.15	\$10,318.68	\$891.04	\$0.00	\$265,897.87
<b>TOTAL</b>	<b>\$243,253.10</b>	<b>\$17,961.65</b>	<b>\$426.07</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$261,640.82</b>	<b>\$11,510.99</b>	<b>\$1,006.41</b>	<b>\$0.00</b>	<b>\$274,158.22</b>

# Adjustment / Release Report

04-01-2018 to 04-30-2018

Year	General	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Fire	Amount Due	County Net
2007	\$75.00	\$0.00	\$0.00	\$0.00	\$75.00	\$79.14	\$0.00	\$0.00	\$9.75	\$163.89	\$154.14
2008	\$60.75	\$6.96	\$0.00	\$0.00	\$67.71	\$64.80	\$0.00	\$0.00	\$8.78	\$141.29	\$132.51
2009	\$54.00	\$0.00	\$0.00	\$0.00	\$54.00	\$46.78	\$0.00	\$0.00	\$7.80	\$108.58	\$100.78
2010	\$54.00	\$0.00	\$0.00	\$0.00	\$54.00	\$41.26	\$0.00	\$0.00	\$7.80	\$103.06	\$95.26
2011	\$54.00	\$0.00	\$0.00	\$0.00	\$54.00	\$35.74	\$0.00	\$-257.34	\$7.80	\$-159.80	\$-167.60
2012	\$49.14	\$0.00	\$0.00	\$0.00	\$49.14	\$27.58	\$0.00	\$-341.50	\$7.10	\$-257.68	\$-264.78
2013	\$49.70	\$0.00	\$0.00	\$0.00	\$49.70	\$22.54	\$0.00	\$0.00	\$6.46	\$78.70	\$72.24
2014	\$157.70	\$17.71	\$0.00	\$0.00	\$175.41	\$60.83	\$0.00	\$-601.93	\$19.38	\$-346.31	\$-365.69
2015	\$280.40	\$6.20	\$0.00	\$0.00	\$286.60	\$73.69	\$8.00	\$983.50	\$30.88	\$1,382.67	\$1,351.79
2016	\$497.25	\$17.54	\$0.00	\$0.00	\$514.79	\$79.13	\$8.00	\$-383.05	\$50.72	\$269.59	\$218.87
2017	\$1,245.91	\$23.95	\$0.00	\$0.00	\$1,269.86	\$234.52	\$-4,318.48	\$0.00	\$105.83	\$-2,708.27	\$-2,814.10
<b>TOTAL</b>	<b>\$2,577.85</b>	<b>\$72.36</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,650.21</b>	<b>\$766.01</b>	<b>\$-4,302.48</b>	<b>\$-600.32</b>	<b>\$262.30</b>	<b>\$-1,224.28</b>	<b>\$-1,486.58</b>

# Collections Receipts Report

04-01-2018 to 04-30-2018

Total general tax	\$246,200.07
Total fire tax	\$18,302.81
Total penalty	\$426.07
Total Waste Fees	\$0.00
Total Additional Fees	\$0.00
<b>Total principal</b>	<b>\$264,928.95</b>
Total interest	\$11,781.15
Total cost of advertising	\$1,062.41
Total legal	\$0.00
Total check overpayments	\$0.00
Total Prepaid Payments	\$3,729.59
Total Prepaid Applied	\$0.00
Total misc	\$16,573.15
<b>Grand total receipts</b>	<b>\$281,502.10</b>

# District Payment Report

04-01-2018 to 04-30-2018

Year	District Code	District Name	Amount
2013	001	BURNSVILLE FIRE DISTRICT	\$0.00
2013	009	SOUTH TOE FIRE DISTRICT	\$2.80
2015	001	BURNSVILLE FIRE DISTRICT	\$19.86
2015	002	CANE RIVER FIRE DISTRICT	\$0.00
2015	006	JACKS CREEK FIRE DISTRICT	\$16.20
2015	008	CRABTREE FIRE DISTRICT	\$16.56
2015	009	SOUTH TOE FIRE DISTRICT	\$25.82
2015	010	PENSACOLA FIRE DISTRICT	\$0.00
2016	001	BURNSVILLE FIRE DISTRICT	\$11.82
2016	002	CANE RIVER FIRE DISTRICT	\$20.04
2016	004	RAMSEYTOWN FIRE DISTRICT	\$10.35
2016	005	GREEN MOUNTAIN FIRE DISTRICT	\$0.00
2016	006	JACKS CREEK FIRE DISTRICT	\$0.00
2016	007	BRUSH CREEK FIRE DISTRICT	\$67.08
2016	008	CRABTREE FIRE DISTRICT	\$78.27
2016	009	SOUTH TOE FIRE DISTRICT	\$195.58
2016	010	PENSACOLA FIRE DISTRICT	\$124.22
2017	001	BURNSVILLE FIRE DISTRICT	\$2,045.74
2017	002	CANE RIVER FIRE DISTRICT	\$752.45
2017	003	EGYPT FIRE DISTRICT	\$998.25
2017	004	RAMSEYTOWN FIRE DISTRICT	\$592.62
2017	005	GREEN MOUNTAIN FIRE DISTRICT	\$710.33
2017	006	JACKS CREEK FIRE DISTRICT	\$1,096.03
2017	007	BRUSH CREEK FIRE DISTRICT	\$330.70
2017	008	CRABTREE FIRE DISTRICT	\$2,037.97
2017	009	SOUTH TOE FIRE DISTRICT	\$2,330.14
2017	010	PENSACOLA FIRE DISTRICT	\$1,060.85
2017	011	PRICES CREEK FIRE DISTRICT	\$5,417.97
<b>TOTAL</b>			<b>\$17,961.65</b>

# Outstanding Balances Report

As of 04-30-2018

Year	Amount	County	District	Interest	Advertising	Penalties	Waste	Additional Fees
2007	\$12,491.85	\$5,511.48	\$500.16	\$6,050.71	\$73.50	\$356.00	\$0.00	\$0.00
2008	\$15,149.10	\$7,315.81	\$670.90	\$6,927.27	\$88.00	\$147.12	\$0.00	\$0.00
2009	\$14,088.07	\$7,507.62	\$597.45	\$5,879.00	\$104.00	\$0.00	\$0.00	\$0.00
2010	\$19,794.21	\$10,590.97	\$1,098.10	\$7,953.14	\$152.00	\$0.00	\$0.00	\$0.00
2011	\$29,372.65	\$14,728.93	\$1,506.02	\$10,085.03	\$160.00	\$17.85	\$0.00	\$0.00
2012	\$39,879.52	\$18,235.82	\$2,069.57	\$12,023.44	\$204.00	\$285.09	\$0.00	\$0.00
2013	\$29,686.90	\$19,054.85	\$1,813.34	\$8,470.71	\$348.00	\$0.00	\$0.00	\$0.00
2014	\$53,777.73	\$30,872.55	\$2,879.70	\$11,388.68	\$284.00	\$488.03	\$0.00	\$0.00
2015	\$83,427.33	\$53,681.39	\$4,544.31	\$13,509.78	\$483.49	\$323.43	\$0.00	\$0.00
2016	\$164,309.44	\$114,742.62	\$8,260.37	\$17,010.54	\$1,127.29	\$473.72	\$4.00	\$0.00
2017	\$475,668.49	\$421,195.37	\$32,687.77	\$16,946.01	\$3,383.44	\$1,455.90	\$0.00	\$0.00
<b>Total</b>	<b>\$937,645.29</b>	<b>\$703,437.41</b>	<b>\$56,647.69</b>	<b>\$116,244.31</b>	<b>\$6,407.72</b>	<b>\$3,547.14</b>	<b>\$4.00</b>	<b>\$0.00</b>

**Yancey County Tax Office**  
 County/District Collection Percentage Report  
 As of: 04-30-2018

2017  
 County

**Net Levy \$** 12,611,504.92  
**Collections \$** 12,190,365.84  
**Collections %** 96.67

**Districts**

Name	Net Levy \$	Collections \$	Collections %
001 - BURNSVILLE FIRE DISTRICT	190,193.82	184,816.94	97.18
002 - CANE RIVER FIRE DISTRICT	72,008.42	70,265.24	97.58
003 - EGYPT FIRE DISTRICT	74,648.74	72,762.93	97.48
004 - RAMSEYTOWN FIRE DISTRICT	26,605.11	25,421.53	95.56
005 - GREEN MOUNTAIN FIRE DISTRICT	29,164.59	27,316.41	93.67
006 - JACKS CREEK FIRE DISTRICT	64,579.30	62,404.74	96.64
007 - BRUSH CREEK FIRE DISTRICT	39,666.96	37,920.15	95.60
008 - CRABTREE FIRE DISTRICT	146,838.33	140,577.68	95.74
009 - SOUTH TOE FIRE DISTRICT	193,342.95	187,069.70	96.76
010 - PENSACOLA FIRE DISTRICT	105,555.69	103,195.15	97.77
011 - PRICES CREEK FIRE DISTRICT	153,200.31	151,371.77	98.81

**District Totals**

**Net Levy \$** 1,095,804.22  
**Collections \$** 1,063,122.24  
**Collections %** 97.02



**Board of Commissioners**

Johnny Riddle, Chair  
Jill Austin, Vice-chair  
Mark Ledford  
John Stallings  
Jeff Whitson

Nathan R. Bennett  
County Manager

Donny J. Laws  
County Attorney

J. Jason Robinson  
Clerk to the Board

# PROCLAMATION

## In Recognition of May 25<sup>th</sup> as "Poppy Day" in Yancey County

**WHEREAS**, the American Legion was chartered by Congress in 1919 and is the Nation's largest patriotic veterans service organization; and

**WHEREAS**, the red poppy came to symbolize the bloodshed during battle in World War I; and,

**WHEREAS**, on September 27, 1920, the poppy became the official flower of the American Legion family, memorializing soldiers who fought and died in World War I; and,

**WHEREAS**, distribution of poppies became a national program of the American Legion and the poppy is recognized and worn as a symbol of sacrifice of lives in all wars, including the present war on terrorism; and,

**WHEREAS**, The Earl Horton American Legion Post 122 has pledged to remind our citizens of this debt through the distribution of the memorial flower and memorial poppies are used to comfort and enrich the quality of life for veterans in our area nursing homes; and

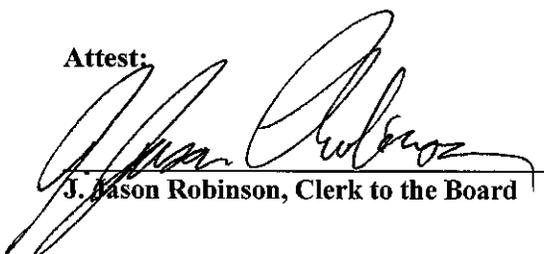
**WHEREAS**, Friday, May 25<sup>th</sup> is National Poppy Day and the purpose of wearing the poppy before and on Memorial Day is to honor our nation's war dead and a gesture of remembrance of the sacrifice made by our fallen Americans.

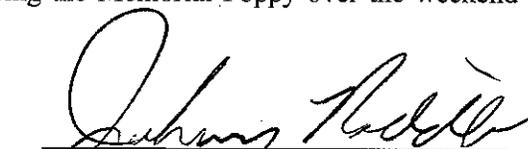
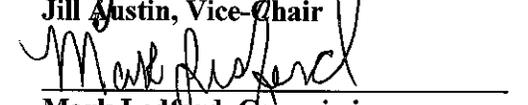
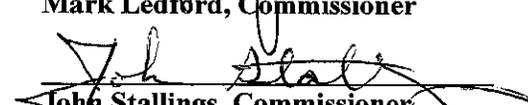
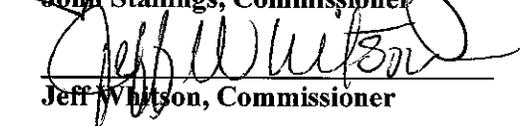
**NOW, THEREFORE BE IT PROCLAIMED** by the Yancey County Board of Commissioners that May 25<sup>th</sup> 2018 is Poppy Day in Yancey County and urge all citizens to pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the Memorial Poppy over the weekend preceding and on Memorial Day, Monday, May 28, 2018.

**ADOPTED THIS 14<sup>th</sup> DAY OF May, 2018.**

(County Seal)

Attest:

  
J. Jason Robinson, Clerk to the Board

  
Johnny Riddle, Chair  
  
Jill Austin, Vice-Chair  
  
Mark Ledford, Commissioner  
  
John Stallings, Commissioner  
  
Jeff Whitson, Commissioner

# Attachment J

## EMERGENCY MEDICAL SERVICES AGREEMENT

This Agreement (the "Agreement") is entered into this, the 22 day of May, 2018, by and between Mission Hospital, Inc. ("Mission"), a non-profit corporation organized under the laws of the State of North Carolina, and the County of Yancey, North Carolina ("County"), a governmental body. Mission and County may hereafter be referred to as the "Parties".

### WITNESSETH:

**WHEREAS**, the County desires to provide emergency medical services (the "Services") to persons living in and around Yancey County (the "Beneficiaries");

**WHEREAS**, Mission has the resources and personnel necessary to provide the Services to the Beneficiaries under the terms of this contract and pursuant to North Carolina General Statutes section 153A-250 and other applicable laws and regulations;

**WHEREAS**, Mission and the County have worked together successfully over a number of years regarding the provision of quality emergency medical services within the County;

**WHEREAS**, Mission has provided emergency medical services to the County and, in furtherance of the same, the parties have entered into successive agreements for such services;

**WHEREAS**, the Parties now desire to enter into a new Agreement for Emergency Medical Services as provided herein, continuing through June 30, 2019.

**NOW, THEREFORE**, in consideration of the mutual promises made herein, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement agree to the following terms and conditions:

#### I. TERM

The initial term of this Agreement shall be from July 1, 2018, to June 30, 2019 (the "Initial Term"). Upon agreement of the Parties, the Initial Term may be renewed for a one year (365-day) renewal term (the "Renewal Term"), which shall begin on the day after the last day of the Initial Term. The Parties may terminate this Agreement prior to the expiration of the Initial Term by following the termination procedure set forth in Section III, below.

#### II. GENERAL CONDITIONS

The purpose of this Agreement is to set forth the terms and conditions under which Mission will provide the Services to the County. In keeping with this purpose, the Parties agree to assume the following responsibilities:

##### A. Rights and Responsibilities of Mission:

1. To provide the Services for the County and for the benefit of the Beneficiaries;
2. To provide all vehicles, equipment, personnel and other items needed to provide the services in an efficient, professional, and competent manner;
3. To comply with all applicable laws and regulations, including but not limited to licensing and certification requirements and the Joint Commission standards, if any, pertaining to the Services and the provision of the Services;
4. To ensure that all vehicles provided by Mission pursuant to this Agreement are certified as ambulances by the Office of Emergency Medical Services for the State of North Carolina at all times relevant to this Agreement. All vehicles shall be four wheel drive;
5. To operate the Services at the paramedic level at all times relevant to this Agreement;
6. To provide equipment suitable for patient care consistent with the agreed upon level of care;
7. To designate a manager of emergency medical services to serve as the representative of Mission to assume responsibility for all Mission personnel assigned to the emergency medical service operation;
8. To provide all consumable supplies needed to provide the Services;
9. To maintain all vehicles and equipment necessary to provide the Services;
10. To remain ready at all times to provide the Services to the Beneficiaries, as follows:
  - a. Mission shall provide two ambulance units, twenty-four hours per day, seven days per week.
  - b. Mission shall provide one part-time unit, twelve hours per day, seven days per week. Mission shall, as it deems appropriate and in its discretion, review the need for the part-time unit based upon actual transport data and may reduce the hours of service if the anticipated need is not reflected in the data. In such event, Mission shall provide to the County sixty (60) days prior written notice of any such reduction in hours prior to implementation of the same. Likewise, Mission may, in its discretion, reduce the personnel and equipment where a reduction is determined by Mission to be appropriate. Mission shall determine hours based upon response volume.

11. To provide to the County Manager a quarterly report that details the Services provided pursuant to this Agreement by Mission and reviews Mission's emergency response times;
12. To indicate on all vehicles, publications and other public forums that the Services are a service of Mission;
13. To keep and maintain all equipment, vehicles, and operations required to provide the services set for the herein at the EMS Station located at the Yancey Medical Campus (hereinafter referred to as the "Facility"), or other facility agreed upon between the parties. Further, with regard to the Facility, Mission agrees:
  - a. To be responsible for any and all damages that occur on or about the facility as a result of its negligence.
  - b. To bear the cost of and be solely responsible for the cost of any minor repairs to the Facility which do not exceed \$250.00.
  - c. To make no additions or alterations to the Facility without the express prior written approval of the County.
  - d. To keep the premises in a good condition, including routine maintenance and cleaning, and to return the premises to the County at the termination of this agreement in as good a condition as it was received at the commencement hereof, ordinary wear and tear excepted.
  - e. To maintain and upkeep the grounds around and about the Facility.
  - f. To be responsible for all utility costs associated with its use of the Facility.
14. To equip each vehicle for communication with Yancey County EOC, both inside and outside the vehicle, with compatible and adequate radio equipment, to include Voice Interoperability Plan Emergency Response equipment ("VIPER");
15. To complete a call report on each request for service, regardless whether a patient is transported. An electronic reporting system shall be maintained and utilized that meets or exceeds the National Emergency Medical Services Information system gold standard;
16. To conduct a peer review program as set by the North Carolina Office of EMS and the Yancey County EMS System Plan to review patient care on a regular basis. Mission shall provide a physician to serve as the system Medical Director.

B. Rights and Responsibilities of the County:

1. To pay for the Services at the rates and in the manner set forth in Sections IV and V, below;
2. To provide through the Yancey County Emergency Operations Center or another appropriate public entity such dispatch services as are needed for Mission to provide the Services in an efficient and professional manner;
3. To maintain such radios, equipment, sites, licenses and other resources as are needed to provide dispatch services to Mission;
4. To maintain a daily emergency medical services dispatch log and recording of the telephone and radio transmissions, and provide to Mission;
5. To provide Mission a ten day planning notice for required radio frequency or tone changes;
6. To provide a suitable facility for Mission to conduct its operations under the terms of this Agreement, presently the EMS station located at the Yancey Medical Campus (referred to herein as the "Facility"), or other suitable location agreeable to both parties, and, with respect to such Facility, the County shall maintain fire insurance for the Facility insuring against the loss or damage of the buildings and structures located at the Facility, including the roof, structure, and exterior part of buildings, plate glass, plumbing, HVAC systems and electrical systems, except for damages to such systems and components as may be due to the negligence of Mission.
7. To allow Mission to permit Paramedic and Emergency Medical Trainees ("Trainees" or "Students") to ride in ambulances during regular responses to calls in order to assist such Trainees/Students in completing the curriculum and field experience necessary for completion of training programs approved by the State of North Carolina, Office of Emergency Medical Services. In order for this clinical field experience to occur, an affiliation agreement between Mission and the teaching Institution at which the Trainee/Student is enrolled ("Teaching Institution" or "School") must be in place setting forth the curriculum, the agreed upon scope of the clinical field experience, and the minimum response time of designated faculty of the Teaching Institution/School when contacted by Mission. Mission may also establish other requirements in such affiliation agreements.

### III. TERMINATION

This Agreement shall terminate upon the expiration of its term, unless either party earlier exercises its right to terminate. In order to exercise this right, the party that desires termination must send to the other party a written notice of termination. Termination without cause shall not become effective until one hundred and twenty (120) days after written notice of termination has been sent by the party desiring termination. Termination for cause shall become effective only after the non-breaching party has given the other party written notice of its breach and thirty (30) days to cure the same to the satisfaction of the non-breaching party. In the event that this Agreement is terminated prior to the expiration of its term, Mission shall be entitled to such Monthly Fees, Base Patient Fees and Mileage Fees (as defined below) as it earned prior to the effective date of termination; provided that Mission shall be entitled to only a pro-rata portion of the Monthly Fees if termination occurs in the middle of a month.

### IV. FEES

#### A. Monthly Fees

The County agrees to pay Mission for providing the Services at the following rates (the "Monthly Fees"):

Yancey County Budget Year	Per Year	Per Month
July 2018 – June 2019	\$ 1,140,887.00	\$ 95,074.00

In the event that Mission, in its discretion, elects to reduce the Services for the part-time unit as set forth in Paragraph 1 above, then the fees that the County pays to Mission for providing the Services shall be reduced accordingly. Further, in the event of a reduction in Services, the correlating reduction in fees shall be paid on a pro-rata basis from the effective date of the reduction.

#### B. Base Patient Fee and Mileage Fees Charged to Recipients

In addition to the above-stated amounts, Mission shall bill each patient who receives transport from Mission a base fee and a mileage fee determined according to the Mission chargemaster. Mission may increase the fees charged to patients each year as determined necessary during the annual charge review, with notification to the County Manager.

#### C. Standby Coverage for Special Events

1. Staffing will be tailored to the event. Vehicle allocation and crew configuration will be determined by the respective agency Manager or on-duty Supervisor responsible for scheduling the standby. Standby coverage may be a State Inspected BLS Ambulance or ALS Ambulance staffed with a minimum of two personnel, or a Paramedic Level QRV.

notice of termination. In the event that the rules governing reimbursement for the Services change in such a way that either party experiences a hardship or realizes a windfall, the Parties shall negotiate in good faith to agree upon new fees for the Services. If the Parties fail to agree upon new fees that are more equitable to the aggrieved party, then the aggrieved party may terminate this Agreement upon providing one hundred and twenty (120) days' written notice of termination to the other party.

#### VI. AMENDMENTS

Amendments to this Agreement must be made in writing and signed by the representatives of the Parties before they can become effective.

#### VII. NOTICES

All notices required by this Agreement shall be forwarded to:

Mission: Marilee Arnold, Director of Regional EMS  
Mission Health System  
509 Biltmore Drive  
Asheville, NC 28801  
Telephone number: (828) 213-7455

County: County Manager  
Yancey County  
110 Town Square  
Courthouse, Room 11  
Burnsville, NC 28714  
Telephone number: (828) 682-3971

#### VIII. APPLICABLE LAWS

##### A. Miscellaneous Provisions

1. The validity, interpretation and performance of this Agreement, as well as the rights and duties of the Parties, shall be determined pursuant to and in accordance with the laws of the State of North Carolina;

2. This Agreement shall be performed in accordance with applicable federal laws and standards that prohibit discrimination on the basis of age, race, color, sex, religion, national origin, veterans' status or disability.

##### B. Health Insurance Portability and Accountability Act ("HIPPA")

Each party agrees that it shall comply with HIPPA and other federal and state laws and regulations governing the security, use and disclosure of confidential patient information (collectively, the "Information Security and Privacy Laws"), County acknowledges, by signing this Agreement, that Mission may be prevented by

Information Security and Privacy Laws from sharing certain patient information with the County. Notwithstanding anything to the contrary herein, the Parties agree that a violation of the Information Security and Privacy Laws may be grounds for immediate termination of this Agreement.

IX. INSURANCE

Mission agrees to maintain general and professional liability insurance for the term of this Agreement. Such insurance shall have minimum policy limits of \$1,000,000 per claim and \$3,000,000 per incident. Upon request, a certificate of insurance evidencing the validity of the insurance required by this Section IX shall be provided by Mission to the County.

X. ACCESS TO BOOKS AND RECORDS

Upon written request of the Secretary of Health and Human Services or the Comptroller General, or any of their duly authorized representatives, Mission will make available those books, contracts, documents and records necessary to verify the nature and extend of the costs of providing its services. If Mission carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve-month period with a related individual or organization, then Mission shall include a provision embodying the requirements of this Section X in that subcontract. This section is included pursuant to and governed by the requirements of Public Law 96-466 (Section 1861 (v)(1)(I) of the Social Security Act) and the regulations promulgated thereunder. No attorney-client, accountant-client, or other privilege will be deemed to have been waived by Mission or County by virtue of this Agreement.

XI. INDEPENDENT CONTRACTOR RELATIONSHIP

Nothing in this Agreement shall be construed as creating an employer employee, partnership, or joint venture relationship between the County and Mission. Instead, Mission shall act as an independent contractor of the County at all times and for all purposes relevant to this Agreement. Neither party to this Agreement shall have the authority, nor purport to have the authority, to enter into binding contracts or other legal agreements on behalf of the other party.

XII. SEVERABILITY

If any part, term, or provision of this Agreement is held invalid or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.

XIII. ASSIGNMENT

Neither party may assign, transfer, or sell its rights or obligations under this Agreement without receiving the prior written consent of the other party. Notwithstanding the foregoing, either party may, upon proper notice to the other party, assign this Agreement to any affiliate or entity resulting from the sale, combination, or

transfer of all or substantially all of the assets, capital stock, or membership interest, or from any other corporate or other form of reorganization by or of a party.

XIV. WAIVER OF BREACH

The waiver of a breach of this Agreement or the failure of a party to exercise any right secured to it by this Agreement shall in no event constitute a waiver of any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under this Agreement.

XV. FORCE MAJEURE

Neither party shall be liable for a failure to perform or delay in performing, any of its obligations under this Agreement caused by forces or circumstances beyond its reasonable control, and without fault or negligence on the part of that party. Such forces or circumstances shall include, but not be limited to, Acts of God, acts of civil or military authority, fires, floods, epidemics, quarantines, and civil commotion. However, in the event of such a force or circumstance become manifest, the party that finds itself unable to perform shall promptly notify the other party in writing and shall take all reasonable steps to remove such impediments to its performance.

XVI. INTEGRATION

This Agreement shall constitute the entire agreement between the Parties with respect to its subject matter.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, agree to be bound by the terms and conditions of this Agreement as of the date first written above.

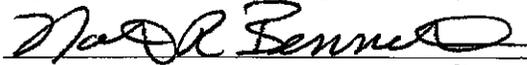
**MISSION HOSPITAL, INC.**

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY OF YANCEY, NORTH CAROLINA**



Printed Name: Nathan R. Bennett

Title: County Manager