**Minutes of the April 13, 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 April 13, 2020 were Chairman Jeff Whitson, Commissioner Mark Ledford, Commissioner David Grindstaff, Commissioner Jill Austin, Commissioner Johnny Riddle, County Manager Lynn Austin, County Finance Officer Brandi Burleson, Planning and Economic Development Director Jamie McMahan, County Attorney Donny Laws, Clerk to the Board Sonya Morgan. The meeting was conducted in accordance with the Governor's Executive Order 121. Members of the media and members of the general public attended the meeting in nearby rooms where the meeting was broadcast. No more than 10 people were allowed in each room and attendees were asked to maintain social distancing as specified in the Order.

**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. Commissioner Grindstaff led the Pledge of Allegiance to the Flag.

**Approval of the Agenda**

Chairman Whitson asked for a motion to approve the agenda. Commissioner Riddle made a motion to approve the agenda. Commissioner Austin 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:

- Approval of March 9, 2020 Regular Meeting Minutes
- Approval of March 16, 2020 Emergency Meeting Minutes
- Approval of April 3, 2020 Special Meeting Minutes
- Approval of Yancey County Detention Center's Medical Services Plan (Attachment B)
- March 2020 Tax Collection Reports – Informational (Attachment C)

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.

**Appointment**

Chairman Whitson next addressed the request for reappointment of Bryan Peterson to the High Country Workforce Development Board from Keith Deveraux. (Attachment D) Commissioner Riddle made a motion to reappoint Bryan Peterson to the High Country Workforce Development Board. Commissioner Austin seconded the motion. By unanimous vote the motion carried.

**Resolution**

Chairman Whitson presented the ***RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING CONTRACT TO FINANCE THE ACQUISITION AND EQUIPPING OF CERTAIN EMERGENCY AND LAW ENFORCEMENT MOTOR VEHICLES BY YANCEY COUNTY.*** (Attachment E) County Manager Austin reported that the loan for the purchase of the equipment and vehicles for the EMS department and Sheriff's Department would close on April 15 and the first payment would not be due until July 15, 2020, in the new fiscal year. Commissioner Ledford made a motion to pass the ***RESOLUTION*** with Commissioner Grindstaff seconding the motion. By unanimous vote the ***RESOLUTION*** passed.

**County Manager's Report**

County Manager Austin began her report stating she wanted to brag on Yancey County employees and the school system for all of their hard work. She expressed her appreciation for help given to the people of the county. She reported that Planning and Economic Development Director Jamie McMahan assembled an advisory committee tasked with identifying needs and possible funding sources to assist citizen and small business needs resulting from the COVID-19 (Coronavirus) pandemic. County Manager Austin indicated a link had been set up on the county website whereby donations could be made for citizen needs such as rent, water, and utilities and for small business. She asked the Board to consider transferring $5,000 previously budgeted for the bathroom at the Technology Center to the small business fund that has been established. Mr. McMahan addressed the Board and explained that one fund would be used to assist with items such as food needs and personal protective equipment. The funds will be disbursed through an application process for non-profits responding to needs from the COVID-19 crisis. He also indicated that the EDC board would approve expenditure of funds acting as the Yancey Advancement Foundation. Mr. McMahan said that the Yancey Advancement Foundation had registered with FEMA which allowed them to request reimbursement for expenditures. The second fund would be used to establish a small business relief fund to help small businesses move past health crisis. Mr. McMahan indicated that the EDC board had approved the appropriation of $10,000 from EDC for the small business COVID-19 relief fund. Mr. McMahan indicated that all funds would be spent to respond to the crisis; there would be no administrative or overhead costs. Commissioner Ledford made a motion to move $5,000 from the Technology Center budget to the EDC budget for the small business COVID-19 relief fund. Commissioner Riddle seconded the motion. By unanimous vote the motion carried.

County Manager Austin next reported that the five year Republic Services contract for operation of the transfer station, transportation and disposal agreement had come due. She indicated the contract had previously been extended for an additional year. In initial conversations with Republic, County Manager Austin said she was advised the contract price would increase 35%. After further discussions, Republic agreed to a one-year extension of the contract for the upcoming fiscal year, effective July 1, 2020, at the current contract pricing. County Manager Austin presented the second amendment of the contract to the Board for consideration. (Attachment F) Commissioner Riddle made a motion to approve the contract amendment with Commissioner Grindstaff providing a second. By unanimous vote the contract amendment was approved.

County Manager Austin discussed the bids the county had received for mowing contracts. She said that the mowing at the landfill had previously been included in the contract with Anchor QEA, but had since been split out and was being done by Heritage. She reported that Heritage was doing a good job, mowing the cap once per month, performing additional cleanup twice per year, mowing the firing range, and along the road. Bids were Heritage at $18,640, Jerry Renfro at $17,900, and Andrew Austin Grading and Land Management at $7,200. She also stated that the cost is split 50/50 with Mitchell County. County Manager Austin recommended the Board award the mowing contract for the landfill to Heritage, as they were doing a good job. Commissioner Austin made a motion to award the landfill mowing contract to Heritage with Commissioner Ledford seconding the motion. By unanimous vote the motion was approved. County Manager Austin reported that Jerry Renfro submitted the only bid for the county mowing contract, which includes mowing county owned property. She reported the proposed contract price of not to exceed $60,120. Commissioner Riddle made a motion to award the county mowing contract to Jerry Renfro. Commissioner Austin seconded the motion. By unanimous vote the motion was approved.

Next County Manager Austin presented a purchase order from Goliath Tech WNC for the installation of pile foundation and anchoring system for the lights to be installed at Cane River Park. (Attachment G) She reported that the project had initially come in under budget and that the balance to complete the installation of the lights would cost approximately $25,000. Commissioner Ledford made a motion to approve the purchase order and asked that a timeline for installation of the lights be provided. Commissioner Austin seconded the motion. By unanimous vote the motion was approved.

County Manager Austin then gave an update on current special projects. She reported that FEMA had approved $27,000 for the design of the berm at Cane River Park to wit the engineer working on the project agreed to stay within the approved design budget. She then reported that the Ray Cort stream restoration project is underway. She reported that the tag office closed to allow county maintenance to construct a window and would reopen April 20. County Manager Austin

said Molly McCabe, who lives adjacent to the county-owned Windom property, had contacted her. Ms. McCabe asked to grow some vegetables on the Windom property to donate to Dig In Garden and other agencies in the community. Commissioner Ledford made a motion to allow Ms. McCabe to use the Windom property for the purpose of growing vegetables. Commissioner Riddle seconded the motion. By unanimous vote the motion was approved. A discussion ensued regarding hiking trails and the limited resources to respond to an emergency due to the COVID-19 crisis. County Manager Austin then reported that the Toe River Campground is due to open May 1. A discussion ensued regarding limiting campers to Yancey County residents, establishing rules for social distancing and gatherings to comply with the Governor's Executive Order. Commissioner Riddle made a motion to authorize County Manager Austin to establish rules for the campground with Commissioner Grindstaff seconding the motion. By unanimous vote the motion was approved.

County Manager Austin announced the first budget meeting with the Board would be held on April 20 at 9:00 am. Finally, she reported Yancey Foundation had awarded a $10,000 for the new farmers market.

**County Attorney's Report**

County Attorney Donny Laws stated that he did not have anything to report.

**County Commissioners Report**

Commissioner Riddle thanked County Manager Austin and the county department heads for all of their hard work in taking care of the citizens in Yancey County

Commissioner Grindstaff said that he had been made aware that students at Mountain Heritage High School who were dual enrolled in the welding program through Mayland Community College would not be able to finish their course. He indicated that there were nine students graduating that would not be able to get the welding certificate. Commissioner Riddle said that he would contact Dr. Boyd, President at Mayland Community College to follow up.

**Public Comment**

Marvin Taylor spoke on the First Amendment.

**Adjournment**

Having no further business, Commissioner Austin 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 May 2020.

Jeff Whitson, Chairman

Mark Ledford, Vice Chairman

Jill Austin, Commissioner

Sonya Morgan, Clerk to the Board

David Grindstaff, Commissioner

(county seal)

Johnny Riddle, Commissioner

Attachment A

# AGENDA
# YANCEY COUNTY BOARD OF COMMISSIONERS
# REGULAR BUSINESS MEETING
# APRIL 13, 2020
# 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 March 9, 2020 Regular Meeting Minutes**
   b. **Approval of March 16, 2020 Emergency Meeting Minutes**
   c. **Approval of April 3, 2020 Special Meeting Minutes**
   d. **Approval of Yancey County Detention Center's Medical Services Plan**
   e. **March 2020 Tax Collection Reports - Informational**

V. **Appointment**

   a. **High Country Workforce Development Board**

VI. **Resolution for Signatory Authority for Vehicle & Equipment Loan**

VII. **County Attorney's Report – Donny Laws**

VIII. **County Manager's Report – Lynn Austin**

   a. **Small Business Loan Money**
   b. **Republic Services Landfill Contract**
   c. **County Mowing Contracts**
   d. **Goliath Tech Purchase Order Request**

IX. **County Commissioners' Report**

X. **Public Comments**

XI. **Adjourn**

Attachment B

**Review of The Yancey County Detention Center's Medical Services Plan for Approval and Adoption by The Governing Body**

| Name | Tittle | Date |
|---|---|---|
| Jim Austin | Commissioner | July 8, 2019 |
| Johnny Wright | Commissioner | July 8, 2019 |
| David Hindstaff | Commissioner | July 8, 2019 |
| Jim Austin | Commissioner | April 13, 2020 |
| Johnny Wright | Commissioner | April 13, 2020 |
| [illegible] | Commissioner | 4/13/2020 |
| David Hindstaff | Commissioner | 4/13/2020 |
| Jeff Whitson | Commissioner | 4-13-2020 |

2-1-17
Yancey County
Health Dept
Nursing Supervisor

# *GENERAL CONTRACT FOR SERVICES*

FY 2017

This Contract for Services is made effective as of July 01, 2017, by and between Yancey County Sheriff's Office ("Sheriff's Office") of P O Box 6, Burnsville, North Carolina 28714, and Mountain Medical Arts ("MMA") of 2 South Main Street, P O Box 1240, Burnsville, North Carolina 28714.

**1. DESCRIPTION OF SERVICES.** MMA will provide to Sheriff's Department the following services (collectively, the "Services"):

- Provide medical care within our scope of care for jail inmates at our office as needed by appointment only during regular business hours.
- Selective medical services within our scope of care as requested by the Sheriff for employees.
- Provide a nurse to visit the jail, in a secure room separate from inmates as needed for patient care. No new prescriptions will be written by a nurse.

**2. PAYMENT.** Payment shall be made to Mountain Medical Arts, P O Box 1240, Burnsville, North Carolina 28714. Sheriff's Office agrees to make payments for monthly services per term schedule.

If medical services rendered for inmates during any month exceeds the regular monthly charge, the overage will be invoiced by MMA. The cost for any lab services or supplies necessary may be billed separately.

Medical services requested by the Sheriff for employees will be billed commensurate with the service provided.

In addition to any other right or remedy provided by law, if Sheriff's Office fails to pay for the Services when due, MMA has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

**3. TERM.** This Agreement will be renewed automatically on July 01 of each subsequent year with an increase of 3% each month for that year to cover the rise in office costs. The Agreement will remain in effect until cancelled by either party.

**4. CONFIDENTIALITY.** MMA, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of MMA, or divulge, disclose, or communicate in any manner, any information that is proprietary to Sheriff's Office. MMA and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

**5. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

a. The failure to make a required payment when due.
b. The insolvency or bankruptcy of either party.
c. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**6. REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may

terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default.

**7. FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**8. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**9. SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**10. AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**11. GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of North Carolina.

**12. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set f-orth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**13. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

Service Recipient:
Yancey County Sheriff's Office

By: _____ Date: 1-31-17
Gary Banks, Sheriff

Service Provider:
Mountain Medical Arts

By: _____ Date: 1/31/17
Kelly Rothe, D.O. or Jeffrey Polgar, M.D., Owners

RLipm 2-14-19

2-6-2020

**Yancey County**
**Jail and Detention**
**Policies and Procedures**

| **Subject:** Health Care Services | **Policy Number:** 11.01 |
|---|---|
| **Issue Date:02/01/2018** | **Revision Date:** |
| **Approval Authority Title and Signature:** Gary Banks Sheriff of Yancey County | |

**POLICY:**

Yancey County Jail provides medical on a reasonable and cost-effective basis, consistent with the facilities that are available.

**PENOLOGICAL INTEREST:**

It is in the penological interest of Yancey County Jail to provide reasonable and necessary inmate medical health services while confined to this facility.

**PROCEDURE:**

Yancey County Jail reasonably provides medical, dental, and mental health services to inmates as circumstances dictate. In providing these medical services, the custody and control of inmates is not neglected. .

Inmates have a right to refuse routine medical attention. Uncooperative or disruptive inmates may not be suitable candidates for routine medical attention. Such refusals or uncooperative actions are documented.

**Initial Intake Evaluation:**

1. Inmates brought into the facility are medically evaluated within a reasonable period of time.
2. Arriving detainees determined to be in need of critical or emergency medical, mental, or dental care, <u>are not</u> be accepted into the facility, and remain in the custody of the arresting or transporting officer.
3. Arriving detainees that indicate they are in need of prescription medication and who do not have the prescribed medication may not be accepted into the facility until the arresting or transporting officer has an opportunity to secure the medication or can show that the prescription is not valid or required.
4. During the initial contact, the jail officer asks the detainee, *are you ill; are you injured; are you under critical medical care?*

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5. If he or she answers *yes* to any of these questions or there is good reason to suspect that critical care is indicated, the detainee is not accepted and remains in the custody of the arresting or transporting officer.
6. Facility staff may recommend that transporting or arresting officers transport their detainee to the appropriate medical, mental, or dental facility for treatment.
7. Detainees showing signs or known to be mentally incompetent are not accepted, if alternative mental health facilities are available.
8. Before the booking process is completed, personnel will complete a medical screening of the detainee and complete the medical portion of the intake form.
9. Detainees who claim to be infected with a communicable disease are isolated from the general population, pending further medical evaluation.
10. Reasonable efforts are made to acquire professional assistance in processing detainees with special disabilities. If qualified professionals are available, they should be summoned to assist, or contacted through a communications device.
11. Observation and evaluation of the physical and mental condition of detainees continues through each phase of intake, including searches, dressing out, and/or showers.
12. Any *medical alert tags* worn by the detainee are noted on the medical screening and book-in sheets. The inmate is allowed to wear the medical alert tag, as long as there in no reasonable concern for security or safety.

**Emergency Health Care and First Aid:**
The facility maintains at least one fully stocked first aid kit and patient evacuation equipment at the facility that is accessible to officers. Ideally, at least one officer per shift is trained in *emergency first aid* and is able to demonstrate proficiency in the rendering first aid to inmates and fellow officers in the event of a *medical emergency.* With the advent of a medical emergency, the responding officer that is first aid proficient will:

1. Assist the injured person(s), and instruct other officers to call for professional medical assistance, as needed;
2. Isolate or remove the injured party to a secure and safe area, if the injuries allow movement;
3. Provide basic first aid to the injured party such as stop the bleeding, protect the wound, and treat for shock;
4. Make the injured party as comfortable as possible until other medical help arrives;
5. Provide security for the injured party until help arrives; &
6. Refer to *Medical Emergency* policy.

**Medication:**
All medications are taken from the inmate during admission and kept in a secure location. Additionally:

1. Medications are to determine content, and verify validity and appropriateness of the prescription;

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2. Determine if alternative medications are indicated;
3. Prescription medications are issued only by a physician's instruction;
4. An established receipt system for issuance of medication to the inmate; &
5. A responsible officer distributes the medication to the inmates and documents the issuing of medications onto a MARS sheet, and ensures the inmate takes it, as directed.
6. Over the counter medications may be purchased by the inmate form canteen services. The amount of medication that can be purchased will be set by the Chief Jailer and medical provider.
7. Medication for male inmates is to be stored and locked in the medical cart. Medication for female inmates will be stored and locked in the medication cabinet located in the booking area.
8. All reaming medications ordered during an inmate's incarceration can be claimed once they are released.
9. If an inmate brings their own medication to the facility they can be claimed once released.
10. All unclaimed prescribed medications will be disposed of.

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**Yancey County**
**Jail and Detention**
**Policies and Procedures**

| | |
|---|---|
| **Subject:** Sick Call | **Policy Number:** 11.02 |
| **Issue Date:02/01/2018** | **Revision Date:** |
| **Approval Authority Title and Signature:** | |

Gary Banks
Sheriff of Yancey County

**POLICY:**

Yancey County Jail provides each inmate with regular access to health care services from a qualified provider to screen, refer, and provide basic treatment for ongoing or emerging health care problems.

**PENOLOGICAL INTEREST:**

It is in the penological interest of this facility to provide reasonable and necessary medical care to inmates, through a series of medical services such as regularly scheduled sick calls.

**DEFINITION:**

- ***Sick Call*** - An organized method of treating inmate health problems through a regularly scheduled open house. Sick call provides inmates with the opportunity to report a medical illness or other health problem and to receive diagnosis or treatment to alleviate the condition, if reasonably possible.

**PROCEDURE:**

**Scheduling:**
Inmate medical complaints are solicited daily through a request slip or form system, acted on by staff personnel, and followed by appropriate triage, and treatment by qualified personnel.

Sick call is scheduled on a regular basis and the schedule may change from time to time to meet the penological interests of the facility. A physician, or other qualified medical professional is accessible to the general population inmates and conducts sick call on an established schedule. The person conducting sick call will, if reasonably possible:

1. Examine the inmate to the extent necessary to ascertain the nature of the problem;
2. Provide appropriate treatment;
3. Schedule the inmate for further examination or treatment;

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4. Refer the inmate for transfer to the facility clinic or appropriate hospital when necessary; &
5. Arrange for immediate transfer to appropriate facility, clinic, or hospital in medical emergencies.

**Process:**
A member of the facility staff may assist the sick call officer with inmate control and scheduling. The staff member conducting the sick call or the assisting officer maintains sick call records.

**Medical Co-Pay:**
1. Inmates will have a medical screening upon arrival.
2. Female inmates who are pregnant will have full access to medical care.
3. Emergency medical care is available and provided to inmates at any time. The inmate will be charged with a fee when they are provided with non-emergency care. Non-emergency care is defined as a symptom or injury that is not life threatening, and this determination will be made by the Chief Jailer.
4. Sick call will be conducted on a daily basis Monday-Friday. For an inmate to be seen at sick call the inmate must obtain a Medical Request Form from a Jailer on duty. Inmates will submit completed sick call forms to the Jailer on duty. The jailer will file the request for review and scheduling. If an inmate fails to complete the medical request form or misses an appointment for any reason, they must wait until the next scheduled sick call day. Inmate initiated contact during sick call, which results in any medical evaluation will be documented and considered a sick call.
5. Medical Fee Schedule:
    a. Sick Call $20.00
    b. Medication co-payment for one medication $10.00
    c. Medication co-payment for two or more medications $20.00
6. There will be no charges for the following services:
    a. Initial screening during arrest processing.
    b. Follow-up treatments/test ordered by medical professionals.
    c. Medical emergencies as determined by the Chief Jailer.
    d. Use of force, inmate confrontations and, and restraint checks.
7. All reaming medications ordered during an inmate's incarceration can be claimed once they are released.
8. If you bring your own medication to the facility they can be claimed once released.
9. All unclaimed prescribed medications will be disposed of.

**Review of Sick Call:**
A physician reviews sick call requests and records on a regular basis. Reviews may include:

1. An examination of records;
2. Referrals made by the sick call personnel;
3. Discussion with the staff member who conducted sick call; &

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4. Actual examination of the inmate, if necessary.

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**Yancey County**
**Jail and Detention**
**Policies and Procedures**

| **Subject:** Suicide Prevention | **Policy Number:** 11.03 |
|---|---|
| **Issue Date:02/01/2018** | **Revision Date:** |
| **Approval Authority**<br>**Title and Signature:** Gary Banks<br>Sheriff of Yancey County | |

**POLICY:**

It is the policy of the Yancey County Jail to be observant to the threat of suicide among inmates and to directly intervene in suicide attempts, whenever reasonably possible

**PENOLOGICAL INTEREST:**

It is in the penological interest of this detention facility to provide reasonable and necessary security, safety, and oversight of inmates that are perceived to be at serious risk of suicide or self inflicted injuries.

**DEFINITIONS:**

- ***Mentally ill*** - The condition of a person afflicted with mental disease to such an extent that he or she requires care and treatment for his or her own safety or the safety of others.
- ***Mentally retarded*** - The condition of a person afflicted with substantial sub-average general intellectual functioning that is associated with impairment in adaptive behavior.
- ***Mentally impaired inmate*** - An inmate who is mentally ill or mentally retarded.
- ***Suicide*** - the intentional and voluntary act of a person taking or attempting to take his or her own life.

**DISCUSSION:**

For most reasonably thinking individuals, being incarcerated in jail is a traumatic experience. As a consequence, many individuals taken into custody and confined in a jail exhibit some forms of abnormal behavior during in-processing and the early stages of confinement. This behavior is to be expected and is not necessarily indicative of, or a predictor of suicide. Changes in inmate behavior have many causes, many of which have nothing to do with jail life. An inmate may feel his family has abandoned him, loss of a job,

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perceived change in social status, or detoxification may alter behavior. However, this does not necessarily translate to a higher threat of suicide. Mood swings and behavioral changes make the job of the jail staff even more difficult when it comes to watching for or trying to prevent suicide by inmates.

Psychiatrists and psychologists do not agree on, nor have a demonstrated means of predicting or preventing suicide attempts by their patients, in or out of the jail setting. Your job in trying to predict and prevent suicide by inmates is not an easy task. Often our best tools in deterring suicide attempts is a caring, thoughtful word, positive reinforcement, listening to reports from fellow inmates or officers, and observed behavior.

Suicide attempts take many forms; however, the actor's goal is ending ones own life. The actual attempt may be long in planning or the result of an impulse that takes only a few seconds or minutes from decision through execution. The inmate may appear normal in one instance and carrying out his plan of self-destruction the next. Officers are cautioned to be watchful for three basic modes of suicide. This is often referred to as the *suicidal triad.* This triad consists of:

1. **Suicide** – Inmate wishing to take his own life performs the act.
2. **Homicide** – Act is performed by a fellow inmate for a variety of reasons, with the knowledge and assistance of the suicidal inmate.
3. **Suicide by COP** – Suicidal inmate may try to set up a scenario or scheme where officers will be forced to use deadly force, or kill the inmate because of some action he [the inmate] purposely instigates.

Jail staff may be alert to possible indicators of potentially suicidal inmates, by such things as:

1. Past history of suicide attempts;
2. Active discussion of suicide plans;
3. Sudden drastic change in eating, sleeping, or other personal habits;
4. Recent crisis in personal events, such as an extended or life sentencing; &
5. Loss of interest in activities or relationships the inmate had previously engaged in.

**PROCEDURE:**

An important part of the suicide prevention program is integrated into the inmate admission and classification processes. Comments and suggestions by arresting officers, observed behavior, inmate responses to questions, and signs of self inflicted wounds are all possible clues that may aid the intake officer in assessing the threat of imminent suicide.

When any officer perceives that an inmate is suicidal or homicidal the observing officer, will:

1. Place the inmate on a suicide watch;
2. Notify the floor staff of the watch condition;

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3. Start a watch log; &
4. Notify the Chief Jailer or supervisor of the watch condition.

The Shift Supervisor or Chief Jailer will consider the reasoning behind placing the inmate on a *suicide watch*, observed behavior, and other factors; and, will make a determination as to continuing, altering, or discontinuing the *watch*. The Chief Jailer will also:

1. While awaiting medical assistance, the inmate may be held in *medical locked* or *watch status* [if facilities are available] and will be more frequently observed by staff.

2. Once a medical or psychiatric evaluation is completed the Chief Jailer will be notified by the medical professional if changes in the normal watch procedure are required or recommended. The recommendations of the medical professional will be followed for the period indicated. The Chief Jailer will communicate with the physician(s) regarding any major change in the inmate's behavior or status.

3. Not later than seventy-two [72] hours after receiving evidence or a statement that may establish *reasonable cause* that a person committed to the Yancey County Jail's custody has a mental illness [including being suicidal] or is a person with mental retardation, the Chief Jailer or Shift Supervisor on behalf of the Yancey County Jail will notify a magistrate of that fact, requesting a mental health status determination by the court. This notification will be in writing and on department letterhead.

If a perceived or actual crisis arises after regular operating hours or on weekends or holidays, and the inmate is likely to require commitment to a mental health treatment facility, the Chief Jailer or Shift Supervisor will be notified and will confer on the recommended transfer.

**The Watch:**
Inmates determined by competent medical authority to be a *suicide risk* will be placed in *watch* status, or placed in general population depending on the recommendations of the physician(s). If suicidal, the inmate will be under watch by at least one officer. This watch can be on a continuous basis or with frequent checks of at least every thirty [30] minutes. During these inspections, the officer will visually observe the inmate.

The inspection or watch can be performed with closed circuit television [CCTV], if the facility is so equipped. If CCTV is used, the officer must be able to see the inmate on the CCTV monitor and hear the sounds in the room through periodic checks.

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Regardless of the method of observation, officer(s) assigned these duties will record the inspections in a logbook. Any unusual activity or behavior should be recorded in the log, and periodically reported to senior or medical staff as deemed appropriate by the observing officer.

During the watch, potentially harmful items such as razor blades, belts, shoelaces, matches, pens, pencils, mirrors, glasses, and any sharp items should be removed from the inmate and the cell in which he or she is placed. Staff are reminded that removal of such items from the immediate area of an inmate does not provide guarantees that the inmate can not or will not attempt suicide by other means. For example, one of the most common means of suicide by inmates is strangulation or hanging by using bed clothing, or parts of clothing. Likewise, paper jumpsuits or gowns can also be used to commit suicide.

Yet, to place an inmate in a room void of blankets, bedding, clothing, or other basic amenities of life for an extended period of time is considered *cruel and unusual punishment*, and is therefore forbidden by the U.S. Constitution. Again, our best tools in deterring suicide attempts may be a caring thoughtful word, positive reinforcement, reports from fellow inmates or officers, observed behavior, and trying to get the inmate involved with facility activities, other inmates, or productive work.

Written reports of any suicide attempts or perceived threats of suicide will be forwarded to the Chief Jailer or Shift Supervisor as a priority.

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Yancey County
Jail and Detention
Policies and Procedures

| Subject: Mental Health Care | Policy Number: 11.04 |
|---|---|
| Issue Date:02/01/2018 | Revision Date: |
| Approval Authority Title and Signature: Sheriff of Yancey County | |

**POLICY:**

Yancey County Jail provides treatment, services, and temporary housing for inmates who display or have been diagnosed as having mental health problems. In such cases, mental health care is provided at a reasonable and cost efficient basis, consistent with budgetary and facilities available.

**PENOLOGICAL INTEREST:**

It is in the penological interest of this detention facility to provide reasonable and necessary security and safety standards, control, supervision, and oversight of inmates while confined to this facility, including those inmates with mental health problems.

**PROCEDURE:**

Inmates committed to Yancey County Jail are normally screened to include questions and observations intended to identify mentally impaired inmates who may have problems adapting to the detention setting, or who may be imminently dangerous to themselves or others. Staff will observe inmates throughout their incarceration in an effort to identify possible mental health problems. In a situation in which the inmate may present an imminent danger to self or others, staff may take appropriate action to ensure the safety of inmates and staff [such as using restraints].

**DEFINITIONS:**

- ***Mentally ill*** - The condition of a person afflicted with mental disease to such an extent that he or she requires care and treatment for his or her own safety or the safety of others.
- ***Mentally retarded*** - The condition of a person afflicted with substantial sub-average general intellectual functioning that is associated with impairment in adaptive behavior.
- ***Mentally impaired inmate*** - An inmate who is mentally ill or mentally retarded.

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**Mental Health Screening:**
On admission, the intake staff evaluates each inmate for obvious signs of mental illness or retardation. When a staff member suspects an inmate is mentally impaired, they notify the Chief Jailer or Shift Supervisor for instructions. Additional diagnostic tests or examinations may be ordered. Pending this review, an inmate demonstrating signs of serious mental illness may be housed in administrative or medical segregated housing or transported elsewhere.

Officers should be alert to possible indicators of acute mental illness, including the following:

1. Systematized delusions of persecutions, with the rest of the personality remaining relatively intact;
2. Delusions of grandeur and/or persecution or a constant attitude of suspicions and hostility;
3. Intense anxiety or exaggerated levels of fear or panic in the absence of any real or present danger;
4. Inappropriate emotional responses, silliness, bizarre delusions, or unpredictable, hollow giggling;
5. Hallucinations such as hearing, seeing, tasting, or smelling something or some one that is not present at the moment;
6. Extreme depression, withdrawal, neglect of hygiene and appearance, refusal to eat or leave the cell for long periods of time, or periods of uncontrollable crying; &,
7. Exaggerated mood swings from elation and over activity to depression and under activity or a combination or alternation of these.

Inmates exhibiting psychotic or dangerous behavior that appear to originate from mental illness are referred for evaluation.

Following an additional evaluation from physician medical professional, the evaluation is entered in the inmate's medical file. This report may make recommendations on the monitoring, observation, and handling of the inmate. These care recommendations are not normally overridden. The exception may be for security considerations, and additional protection of the inmate or others. Any question regarding potential conflicts between these medical recommendations and a possible compromise of security are resolved between the Chief Jailer, and the prescribing medical professional.

**Reporting Mental Health Conditions to the Court:**
Not later than seventy-two [72] hours after receiving evidence or a statement that may establish *reasonable cause* that a person committed to the Yancey County Jail's custody has a mental illness [including being suicidal] or is a person with mental retardation, the Chief Jailer on behalf of the Yancey County Jail will notify a magistrate of that fact, requesting a mental health status determination by the court. This notification will be in writing and on department letterhead.

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**Crisis Intervention:**
When an inmate exhibits behavior that is suicidal, homicidal, or otherwise extremely inappropriate, the staff should request medical assistance. As a result of this evaluation the inmate may be placed on a suicide watch. Under the condition of a suicide watch, inmates are placed on a program intended to reasonably protect the individual from self-destruction. This process is discussed in an associated policy and procedure.

If a potential mental health crisis arises after regular operating hours, on weekends, or holidays and is likely to require commitment to a regular mental health treatment facility, the Shift Supervisor or Chief Jailer. While awaiting medical assistance, the inmate may be held in medical locked unit status and/or closely observed by staff.

**Transfers for Mental Health Treatment:**
Prior to a non-emergency transfer of any inmate to a mental health facility, the consulting mental health specialist making the referral will prepare a written report to be transported with the inmate. The Shift Supervisor or Chief Jailer will ordinarily be consulted in advance of the transfer and provided the specific reasons for the transfer.

**Psychotropic Drugs:**
Administration of psychotropic drugs such as anti-psychotics, antidepressants, and/or drugs requiring special handling are administered under the direction of a physician or person specifically authorized by the physician and is given only in accordance with written instructions listed in the medical file. Officers assigned to distribute medication ensure that the intended inmate consumes the drugs. Any refusal to take prescribed medication is recorded and the medical staff advised before the next *sick call,* unless the inmate's behavior reasonably indicates immediate notification is appropriate.

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2-14-19

**Yancey County**
**Jail and Detention**
**Policies and Procedures**

| **Subject:** Dental Services | **Policy Number:** 11.05 |
|---|---|
| **Issue Date:02/01/2018** | **Revision Date:** |
| **Approval Authority Title and Signature:** Gary Banks Sheriff of Yancey County | |

**POLICY:**

Yancey County Jail facility encourages inmates to exercise good dental hygiene by providing toothbrushes and tooth paste, as well as access to emergency and essential dental services while they are incarcerated.

**PENOLOGICAL INTEREST:**

Yancey County Jail has a penological interest in maintaining health and encouraging improved hygiene among inmates. This includes reasonable and necessary emergency dental services.

**PROCEDURE:**

**Daily Maintenance of Teeth & Gums:**
Inmates are encouraged to exercise good dental hygiene while they are incarcerated in this facility. As a part of this support, the facility provides toothbrushes and tooth paste to inmates who do not otherwise have access to these healthcare items.

Fees may be charged to inmates for dental services and related professional care.

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Attachment C

YANCEY COUNTY TAX ADMINISTRATION

End of Month Breakout
View Posted Payments in Date Range 03/01/2020 to 03/31/2020 for Both

| Description | Amount |
|---|---|
| Vehicle Payments | |
| | |
| County Vehicle Tax Payments 2019 | |
| County Vehicle Tax Payments 2018 | $153.73 |
| County Vehicle Tax Payments 2017 | $84.96 |
| County Vehicle Tax Payments 2016 | $5.31 |
| County Vehicle Tax Payments 2015 | |
| County Vehicle Tax Payments 2014 | |
| 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 Interest | $16.64 |
| | |
| County Vehicle Total Payments | $260.64 |
| | |
| Burnsville VFD Vehicle Tax | $13.38 |
| South Toe VFD Vehicle Tax | $7.41 |
| Newdale VFD Vehicle Tax | $2.63 |
| West Yancey VFD Vehicle Tax | |
| Egypt/Ramseytown VFD Vehicle Tax | $0.56 |
| Clearmont VFD Vehicle Tax | |
| Double Island VFD Vehicle Tax | $3.83 |
| Pensacola VFD Vehicle Tax | |
| VFD Vehicle Interest | $1.59 |
| | |
| VFD Vehicle Total Payments | $29.40 |
| | |
| Town of Burnsville Vehicle Tax | |
| Town of Burnsville Vehicle Interest | |
| | |
| Town of Burnsville Vehicle Total Payment | |
| | |
| State Vehicle Interest | $0.34 |
| | |
| Vehicle Total Payments | $290.38 |

04/01/2020

**YANCEY COUNTY TAX ADMINISTRATION**

End of Month Breakout

Outstanding Balances through 03/31/2020

| Description | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 | 2010 | 2009 | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Balances | | | | | | | | | | | | |
| Balances | | | | | | | | | | | | |
| County Vehicle Tax | $5,587.66 | $14,218.15 | $15,256.87 | $4,924.54 | | | | | | | | $39,987.22 |
| TOWN OF BURNSVILLE Vehicle Tax | | $499.48 | $502.73 | $36.00 | | | | | | | | $1,038.21 |
| BURNSVILLE FIRE DISTRICT Vehicle Tax | $281.59 | $245.85 | $523.35 | $55.92 | | | | | | | | $1,106.71 |
| CANE RIVER FIRE DISTRICT Vehicle Tax | | $137.60 | $166.03 | $8.37 | | | | | | | | $312.00 |
| EGYPT FIRE DISTIRCT Vehicle Tax | | $68.96 | $47.14 | $0.40 | | | | | | | | $116.50 |
| RAMSEYTOWN FIRE DISTRICT Vehicle Tax | | $6.41 | $0.82 | $3.94 | | | | | | | | $11.17 |
| GREEN MOUNTAIN FIRE DISTRICT Vehicle Tax | | $151.60 | $109.07 | $1.18 | | | | | | | | $261.85 |
| JACKS CREEK FIRE DISTRICT Vehicle Tax | $205.81 | $24.84 | $40.51 | $31.95 | | | | | | | | $303.11 |
| BRUSH CREEK FIRE DISTRICT Vehicle Tax | | $41.24 | $57.91 | | | | | | | | | $99.15 |
| CRABTREE FIRE DISTRICT Vehicle Tax | $72.92 | $307.68 | $193.67 | $35.82 | | | | | | | | $610.09 |
| SOUTH TOE FIRE DISTRICT Vehicle Tax | $18.14 | $221.98 | $115.29 | $15.00 | | | | | | | | $370.41 |

| | | | | | |
|---|---|---|---|---|---|
| PENSACOLA FIRE DISTRICT Vehicle Tax | | $136.96 | $141.90 | $77.70 | $356.56 |
| PRICES CREEK FIRE DISTRICT Vehicle Tax | $4.86 | $28.70 | $65.53 | $174.17 | $273.26 |
| County Vehicle Interest | $195.62 | $755.66 | $2,176.97 | $1,488.69 | $4,616.94 |
| TOWN OF BURNSVILLE Vehicle Interest | | $19.35 | $59.52 | $11.25 | $90.12 |
| BURNSVILLE FIRE DISTRICT Vehicle Interes | $9.87 | $14.40 | $82.63 | $15.62 | $122.52 |
| CANE RIVER FIRE DISTRICT Vehicle Interes | | $7.00 | $19.27 | $1.60 | $27.87 |
| EGYPT FIRE DISTIRCT Vehicle Interest | | $2.94 | $5.76 | $0.01 | $8.71 |
| RAMSEYTOWN FIRE DISTRICT Vehicle Interes | | $0.16 | $0.02 | $0.80 | $0.98 |
| GREEN MOUNTAIN FIRE DISTRICT Vehicle Int | | $6.46 | $12.94 | $0.36 | $19.76 |
| JACKS CREEK FIRE DISTRICT Vehicle Intere | $7.19 | $2.28 | $8.36 | $9.93 | $27.76 |
| BRUSH CREEK FIRE DISTRICT Vehicle Intere | | $1.98 | $6.87 | | $8.85 |
| CRABTREE FIRE DISTRICT Vehicle Interest | $2.56 | $14.88 | $26.45 | $10.59 | $54.48 |
| SOUTH TOE FIRE DISTRICT Vehicle Interest | $0.65 | $12.22 | $14.43 | $3.82 | $31.12 |
| PENSACOLA FIRE DISTRICT Vehicle Interest | | $6.91 | $21.96 | $22.61 | $51.48 |
| PRICES CREEK FIRE DISTRICT Vehicle Inter | $0.18 | $3.73 | $12.59 | $53.58 | $70.08 |
| DMV Vehicle Interest | $185.10 | $60.73 | $190.65 | $161.03 | $597.51 |

| | | | | | |
|---|---|---|---|---|---|
| Totals | | | | | $50,574.42 |
| $6,572.15 | $16,998.15 | $19,859.24 | $7,144.88 | | |

| | Billed to Date | % Collected |
|---|---|---|
| County Vehicle Tax 2019 | $10,865.09 | 48.57% |

04/01/2020

# Posting Report

*03-01-2020 to 03-31-2020*

**04-01-2020**
**9:19 AM**

## I. Tax Collections + Releases

| Year | General Fund | Burnsville | West Yancey | Egypt/Ramseytown | Clearmont | Double Island | Newdale | South Toe | Pensacola | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|
| 2010 | $91.80 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $91.80 |
| 2011 | $198.63 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $198.63 |
| 2012 | $250.81 | $0.00 | $16.40 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $267.21 |
| 2013 | $398.83 | $0.00 | $15.46 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $414.29 |
| 2014 | $602.20 | $28.08 | $14.28 | $0.00 | $0.00 | $0.00 | $13.50 | $0.00 | $0.00 | $658.06 |
| 2015 | $570.60 | $27.98 | $13.51 | $0.00 | $0.00 | $0.00 | $12.30 | $0.00 | $0.00 | $624.39 |
| 2016 | $1,134.27 | $22.14 | $0.00 | $15.00 | $30.26 | $0.60 | $11.99 | $0.00 | $0.00 | $1,214.26 |
| 2017 | $2,664.61 | $26.42 | $54.80 | $17.18 | $27.93 | $3.97 | $11.86 | $1.62 | $0.00 | $2,808.39 |
| 2018 | $13,077.57 | $70.23 | $143.84 | $16.00 | $279.35 | $1.35 | $149.38 | $118.21 | $52.68 | $13,908.61 |
| 2019 | $354,414.17 | $5,117.02 | $5,872.10 | $3,107.96 | $3,307.17 | $2,213.22 | $5,785.02 | $5,510.62 | $2,092.29 | $387,419.57 |
| TOTAL | $373,403.49 | $5,291.87 | $6,130.39 | $3,156.14 | $3,644.71 | $2,219.14 | $5,984.05 | $5,630.45 | $2,144.97 | $407,605.21 |

## II. Releases

| | Current Year | Prior Year | TOTAL |
|---|---|---|---|
| General Fund | $268.51 | $1,433.09 | $1,701.60 |
| Burnsville | $0.00 | $0.00 | $0.00 |
| West Yancey | $10.14 | $70.52 | $80.66 |
| Egypt/Ramseytown | $0.00 | $0.00 | $0.00 |
| Clearmont | $0.00 | $0.00 | $0.00 |
| Double Island | $0.60 | $1.80 | $2.40 |

| | | | |
|---|---|---|---|
| Newdale | $7.70 | $55.48 | $63.18 |
| South Toe | $4.69 | $3.10 | $7.79 |
| Pensacola | $0.00 | $0.00 | $0.00 |
| TOTAL | $291.64 | $1,563.99 | $1,855.63 |

## III. Net Tax Collections

| Year | General Fund | Burnsville | West Yancey | Egypt/Ramseytown | Clearmont | Double Island | Newdale | South Toe | Pensacola | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|
| **TOTAL** | $371,701.89 | $5,291.87 | $6,049.73 | $3,156.14 | $3,644.71 | $2,216.74 | $5,920.87 | $5,622.66 | $2,144.97 | $405,749.58 |

# Transaction Type Report

*03-01-2020 to 03-31-2020*

| Year | General | Fire | Penalty | Waste | Additional Fees | Principal | Interest | Advertising Cost | Legal Cost | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| 2010 | $91.80 | $0.00 | $0.00 | $0.00 | $0.00 | $91.80 | $80.92 | $4.00 | $0.00 | $176.72 |
| 2011 | $198.63 | $0.00 | $0.00 | $0.00 | $0.00 | $198.63 | $110.26 | $0.00 | $0.00 | $308.89 |
| 2012 | $66.35 | $0.00 | $0.00 | $0.00 | $0.00 | $66.35 | $36.16 | $0.00 | $0.00 | $102.51 |
| 2013 | $205.63 | $0.00 | $0.00 | $0.00 | $0.00 | $205.63 | $117.46 | $6.00 | $0.00 | $329.09 |
| 2014 | $311.25 | $28.08 | $2.14 | $0.00 | $0.00 | $341.47 | $169.03 | $8.00 | $0.00 | $518.50 |
| 2015 | $299.20 | $27.98 | $0.00 | $0.00 | $0.00 | $327.18 | $132.30 | $8.00 | $0.00 | $467.48 |
| 2016 | $1,018.77 | $68.44 | $0.00 | $0.00 | $0.00 | $1,087.21 | $378.62 | $20.00 | $0.00 | $1,485.83 |
| 2017 | $2,549.17 | $132.11 | $3.46 | $0.00 | $0.00 | $2,684.74 | $494.82 | $28.00 | $0.00 | $3,207.56 |
| 2018 | $12,815.43 | $808.81 | $30.88 | $0.00 | $0.00 | $13,655.12 | $1,448.32 | $116.00 | $0.00 | $15,219.44 |
| 2019 | $354,145.66 | $32,982.27 | $240.44 | $0.00 | $0.00 | $387,368.37 | $14,306.73 | $0.00 | $0.00 | $401,675.10 |
| TOTAL | $371,701.89 | $34,047.69 | $276.92 | $0.00 | $0.00 | $406,026.50 | $17,274.62 | $190.00 | $0.00 | $423,491.12 |

# Adjustment / Release Report

*03-01-2020 to 03-31-2020*

| Year | General | Penalty | Waste | Additional Fees | Principal | Interest | Advertising Cost | Legal Cost | Fire | Amount Due | County Net |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2012 | $184.46 | $0.00 | $0.00 | $0.00 | $184.46 | $133.88 | $0.00 | $0.00 | $16.40 | $334.74 | $318.34 |
| 2013 | $193.20 | $0.00 | $0.00 | $0.00 | $193.20 | $119.61 | $0.00 | $0.00 | $15.46 | $328.27 | $312.81 |
| 2014 | $290.95 | $31.87 | $0.00 | $0.00 | $322.82 | $170.07 | $0.00 | $0.00 | $27.78 | $520.67 | $492.89 |
| 2015 | $271.40 | $18.24 | $0.00 | $0.00 | $289.64 | $124.31 | $0.00 | $0.00 | $25.81 | $439.76 | $413.95 |
| 2016 | $115.50 | $0.00 | $0.00 | $0.00 | $115.50 | $38.64 | $0.00 | $0.00 | $11.55 | $165.69 | $154.14 |
| 2017 | $115.44 | $12.72 | $0.00 | $0.00 | $128.16 | $30.10 | $0.00 | $0.00 | $11.67 | $169.93 | $158.26 |
| 2018 | $262.14 | $28.44 | $0.00 | $0.00 | $290.58 | $42.41 | $0.00 | $0.00 | $22.23 | $355.22 | $332.99 |
| 2019 | $268.51 | $17.60 | $0.00 | $0.00 | $286.11 | $216.60 | $0.00 | $0.00 | $23.13 | $525.84 | $502.71 |
| TOTAL | $1,701.60 | $108.87 | $0.00 | $0.00 | $1,810.47 | $875.62 | $0.00 | $0.00 | $154.03 | $2,840.12 | $2,686.09 |

# Collections Receipts Report

***03-01-2020 to 03-31-2020***

| | |
|---|---|
| Total general tax .. | $371,701.89 |
| Total fire tax | $34,047.69 |
| Total penalty | $276.92 |
| Total Waste Fees | $0.00 |
| Total Additional Fees | $0.00 |
| Total principal | $406,026.50 |
| | |
| Total interest | $17,274.62 |
| Total cost of advertising | $190.00 |
| Total legal | $0.00 |
| Total check overpayments | $0.00 |
| Total Prepaid Payments | $10,373.54 |
| Total Prepaid Applied | $0.00 |
| Total misc | $27,838.16 |
| | |
| Grand total receipts | $433,864.66 |

# District Payment Report

***03-01-2020 to 03-31-2020***

| Year | District Code | District Name | Amount |
|---|---|---|---|
| 2014 | 001 | BURNSVILLE FIRE DISTRICT | $28.08 |
| 2015 | 001 | BURNSVILLE FIRE DISTRICT | $27.98 |
| 2016 | 001 | BURNSVILLE FIRE DISTRICT | $22.14 |
| 2016 | 004 | RAMSEYTOWN FIRE DISTRICT | $15.00 |
| 2016 | 005 | GREEN MOUNTAIN FIRE DISTRICT | $2.33 |
| 2016 | 006 | JACKS CREEK FIRE DISTRICT | $27.93 |
| 2016 | 008 | CRABTREE FIRE DISTRICT | $1.04 |
| 2017 | 001 | BURNSVILLE FIRE DISTRICT | $26.42 |
| 2017 | 002 | CANE RIVER FIRE DISTRICT | $0.00 |
| 2017 | 004 | RAMSEYTOWN FIRE DISTRICT | $17.18 |
| 2017 | 006 | JACKS CREEK FIRE DISTRICT | $27.93 |
| 2017 | 007 | BRUSH CREEK FIRE DISTRICT | $3.37 |
| 2017 | 008 | CRABTREE FIRE DISTRICT | $2.41 |
| 2017 | 011 | PRICES CREEK FIRE DISTRICT | $54.80 |
| 2018 | 001 | BURNSVILLE FIRE DISTRICT | $70.23 |
| 2018 | 002 | CANE RIVER FIRE DISTRICT | $48.32 |
| 2018 | 004 | RAMSEYTOWN FIRE DISTRICT | $16.00 |
| 2018 | 005 | GREEN MOUNTAIN FIRE DISTRICT | $76.30 |
| 2018 | 006 | JACKS CREEK FIRE DISTRICT | $203.05 |
| 2018 | 007 | BRUSH CREEK FIRE DISTRICT | $0.75 |
| 2018 | 008 | CRABTREE FIRE DISTRICT | $140.10 |
| 2018 | 009 | SOUTH TOE FIRE DISTRICT | $116.73 |
| 2018 | 010 | PENSACOLA FIRE DISTRICT | $52.68 |
| 2018 | 011 | PRICES CREEK FIRE DISTRICT | $84.65 |
| 2019 | 001 | BURNSVILLE FIRE DISTRICT | $5,117.02 |
| 2019 | 002 | CANE RIVER FIRE DISTRICT | $1,920.88 |
| 2019 | 003 | EGYPT FIRE DISTIRCT | $1,718.35 |
| 2019 | 004 | RAMSEYTOWN FIRE DISTRICT | $1,389.61 |
| 2019 | 005 | GREEN MOUNTAIN FIRE DISTRICT | $1,150.68 |
| 2019 | 006 | JACKS CREEK FIRE DISTRICT | $2,156.49 |
| 2019 | 007 | BRUSH CREEK FIRE DISTRICT | $2,212.62 |
| 2019 | 008 | CRABTREE FIRE DISTRICT | $5,777.32 |
| 2019 | 009 | SOUTH TOE FIRE DISTRICT | $5,505.93 |
| 2019 | 010 | PENSACOLA FIRE DISTRICT | $2,092.29 |
| 2019 | 011 | PRICES CREEK FIRE DISTRICT | $3,941.08 |

| | |
|---|---|
| **TOTAL** | $34,047.69 |

# Detailed District Payment Report

*03-01-2020 to 03-31-2020*

| Year | District Code | District Name | Taxpayer Name | Address | Amount |
|---|---|---|---|---|---|
| TOTAL | | | | | $0.00 |

# Outstanding Balances Report

*As of 03-31-2020*

| Year | Amount | County | District | Interest | Advertising | Penalties | Waste | Additional Fees |
|---|---|---|---|---|---|---|---|---|
| 2009 | $13,387.03 | $6,564.37 | $499.26 | $6,263.40 | $60.00 | $0.00 | $0.00 | $0.00 |
| 2010 | $14,429.01 | $7,266.70 | $664.44 | $6,417.87 | $80.00 | $0.00 | $0.00 | $0.00 |
| 2011 | $21,999.20 | $11,341.18 | $1,145.09 | $9,399.08 | $96.00 | $17.85 | $0.00 | $0.00 |
| 2012 | $25,437.32 | $13,238.91 | $1,508.00 | $10,291.16 | $120.00 | $279.25 | $0.00 | $0.00 |
| 2013 | $21,453.19 | $12,333.57 | $1,153.51 | $7,762.11 | $204.00 | $0.00 | $0.00 | $0.00 |
| 2014 | $28,654.31 | $16,145.93 | $1,496.12 | $8,621.45 | $160.00 | $401.96 | $0.00 | $0.00 |
| 2015 | $32,269.85 | $20,524.51 | $1,981.64 | $8,614.66 | $212.00 | $236.88 | $0.00 | $0.00 |
| 2016 | $59,205.84 | $39,647.33 | $3,006.33 | $12,926.84 | $272.00 | $346.85 | $4.00 | $0.00 |
| 2017 | $77,832.30 | $59,089.70 | $4,921.19 | $12,626.47 | $500.00 | $694.94 | $0.00 | $0.00 |
| 2018 | $127,443.50 | $104,630.05 | $8,424.39 | $12,437.07 | $943.97 | $1,008.02 | $0.00 | $0.00 |
| 2019 | $579,585.59 | $517,352.31 | $42,987.56 | $17,799.43 | $0.00 | $1,446.29 | $0.00 | $0.00 |
| Total | $1,001,697.14 | $808,134.56 | $67,787.53 | $113,159.54 | $2,647.97 | $4,432.04 | $4.00 | $0.00 |

# Yancey County Tax Office

County/District Collection Percentage Report
**As of:** 03-31-2020

**Run Date:** 04-01-2020

**2019**
***County***

| Net Levy $ | Collections $ | Collections % |
|---|---|---|
| 12,747,743.38 | 12,231,198.56 | 95.95 |

***Districts***

| Name | Net Levy $ | Collections $ | Collections % |
|---|---|---|---|
| 001 - BURNSVILLE FIRE DISTRICT | 199,269.17 | 192,785.06 | 96.75 |
| 002 - CANE RIVER FIRE DISTRICT | 78,517.56 | 76,116.79 | 96.95 |
| 003 - EGYPT FIRE DISTIRCT | 77,433.49 | 75,259.42 | 97.20 |
| 004 - RAMSEYTOWN FIRE DISTRICT | 24,300.17 | 23,275.61 | 95.79 |
| 005 - GREEN MOUNTAIN FIRE DISTRICT | 29,522.52 | 27,383.04 | 92.76 |
| 006 - JACKS CREEK FIRE DISTRICT | 65,147.22 | 62,220.27 | 95.51 |
| 007 - BRUSH CREEK FIRE DISTRICT | 40,177.76 | 38,215.16 | 95.12 |
| 008 - CRABTREE FIRE DISTRICT | 172,221.80 | 163,768.72 | 95.10 |
| 009 - SOUTH TOE FIRE DISTRICT | 192,928.42 | 185,090.27 | 95.94 |
| 010 - PENSACOLA FIRE DISTRICT | 95,859.93 | 91,286.31 | 95.23 |
| 011 - PRICES CREEK FIRE DISTRICT | 153,656.94 | 150,685.25 | 98.07 |

***District Totals***

| Net Levy $ | Collections $ | Collections % |
|---|---|---|
| 1,129,034.98 | 1,086,085.90 | 96.20 |

Attachment D

HIGH COUNTRY workforce development board

**Bryan Peterson, Chair**
**Jeff Dreyer, Vice-Chair**

468 New Market Blvd., Boone, NC 28607
Phone: 828-265-5434 Fax: 828-265-5439
Relay call in NC - Dial 711
E-Mail: keith.deveraux@highcountrywdb.com
www.highcountrywdb.com

# MEMORANDUM

To: Sonya Morgan, Clerk to the Yancey County Board of Commissioners

From: Keith Deveraux, Director

Subject: Request for reappointment to the High Country Workforce Development Board

Date: March 10, 2020

Sonya Morgan, I spoke with Bryan Peterson and he would like to be reappointed to the High Country Workforce Development Board. His business is in Yancey County in the High Country Region. Please start the reappointment process to have Bryan Peterson reappointed/confirmed to the High Country Workforce Development Board. Please let me know if I can be of further assistance during this process.

**The reason we need the Yancey County Board of Commissioners to reappoint Bryan Peterson for a term beginning July 1, 2020 thru June 30, 2022 is because the High Country Workforce Development Board has to submit our annual plan to the North Carolina Department of Commerce in May and if we have vacant board seats or vacancy due to appointment process that will hold up our July funding. Thank you for your assistance with this reappointment process.**

1. Bryan Peterson, Human Resources Manager
   Altec Industries
   150 Altec Drive
   PO Box 130
   Burnsville, NC 28714
   Phone: (828) 678-5502
   Email: bryan.peterson@altec.com
   Role (Seat): Yancey County
   Private Sector Seat
   Term Ends: 6/30/2020

Note: Reappointment, I recommend that Bryan Peterson be reappointed to the High-Country Workforce Development Board.

Attachment E

COUNTY MANAGER
Lynn Austin

COMMISSIONERS
Jill Austin
David Grindstaff
Mark Ledford
Johnny Riddle
Jeff Whitson

# YANCEY COUNTY

110 Town Square, Room 11 • Burnsville, North Carolina 28714
PHONE: (828) 682-3971 • FAX: (828) 682-4301

## RESOLUTION

**RESOLUTION AUTHORIZIING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING CONTRACT TO FINANCE THE ACQUISITION AND EQUIPPING OF CERTAIN EMERGENCY AND LAW ENFORCEMENT MOTOR VEHICLES BY YANCEY COUNTY**

**THAT WHEREAS,** Yancey County, North Carolina (hereinafter "County") desires to finance the acquisition and equipping of certain motor vehicles to be used for emergency services and law enforcement purposes (hereinafter the "Project"); and

**WHEREAS**, the County desires to finance the Project by executing and delivering an installment financing contract as authorized under Section 160A-20 of the North Carolina General Statutes; and

**WHEREAS**, the County has solicited a request for proposals relating to the financing; and

**WHEREAS**, First Citizens Bank & Trust Company (hereinafter the "Bank") submitted a proposal wherein the Bank will enter into an installment financing contract with the County in the amount of up to $1,350,000.00 for a term of fifty-one (51) months at a bank qualified rate of 1.87 percent (hereinafter the "Agreement"), which said Agreement may be secured pursuant to a Security Agreement on the motor vehicles; and

**WHEREAS**, the Project is exempt from approval by the North Carolina Local Government Commission in that the equipment to be purchased are motor vehicles.

**NOW, THEREFORE,** be it **RESOLVED** by the Yancey County Board of Commissioners (hereinafter "Board") as follows:

1) The Board hereby accepts the proposal and authorizes and directs the Chairman, the County Manager, the Finance Officer and the Clerk or any of them to execute and acknowledge and deliver the Agreement and any other related documents, including, but not limited to Security Agreements, on behalf of the County with such changes and modifications as the person executing and delivering such instruments on behalf

of the County shall find acceptable. The Clerk is hereby authorized to affix the official seal of the County to any such document.

2) Each of the County Manager, the Finance Officer and other appropriate officers of the County is hereby authorized and directed to hereby execute and deliver any and all papers, instruments, agreements, tax certificates, opinions, certificates, affidavits and other documents, or to do and cause to be done any and all other acts and things necessary or proper for carrying out this Resolution, the Agreement and any other document related to the financing of the Project.

3) The County hereby designates the entirety of its obligation to make installment payments under the Agreement in the amount of $1,350,000.00 as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

4) All other acts of the Board of Commissioners and the Officers of the County which are in conformity with the purposes and intent of this Resolution and in furtherance of the financing of the Project are hereby ratified, approved and confirmed.

5) This Resolution shall take effect immediately.

Commissioner Mark Ledford moved the passage of the foregoing Resolution and Commissioner David Grindstaff seconded the Motion and the Resolution was passed by the following vote:

Ayes: Commissioners Whitson, Ledford, Austin, Grindstaff & Riddle

Nays: Commissioners none

Not voting: Commissioners none

(County Seal)

Jeff Whitson, Chairman

Attest:

Sonya Morgan, Clerk to the Board

Attachment F

REPUBLIC SERVICES

2875 Lowery Street, Winston-Salem, NC 27101
o 336-251-3569 f 336-724-7018 republicservices.com

March 31, 2020

Yancey County
Lynn Austin, County Manager
110 Town Square
County Courthouse, Rm 11
Burnsville, NC 28714

Mitchell County
County Manager
26 Crimson Laurel Circle
Bakersville, NC 28705

RE: Mitcey Transfer Station

Dear Managers,

It has been our pleasure to provide services to the citizens of Yancey and Mitchell Counties and we look forward to a continued partnership for many years to come.

The current Tansfer Station Operation, Transportation and Disposal Agreement and First Amendment to the Agreement which governs the service we provide for the Counties is ending the original term June 30, 2020 but has the option for mutually agreeable extensions. Republic Services would like to extend the current agreement for 1 year at the current pricing and term. This would provide continuity of service during the pandemic, provide for no increase in rate during this time and allow the Counties and Republic Services time to work toward a longer solution during the extension.

We appreciate the partnership we have with Yancey and Mitchell counties and commit to working together to provide stability through these difficult and stressful time.

If you have any questions, please don't hesitate to contact me at 336-251-3569.

Regards,

*Tony Krasienko*
**Municipal Sales Manager**
e akrasienko@republicservices.com
c 336-251-3569 f 336-724-7018
www.RepublicServices.com

**SECOND AMENDMENT TO TRANSFER STATION OPERATION, TRANSPORTATION AND DISPOSAL AGREEMENT**

This Second Amendment to Transfer Station Operation, Transportation and Disposal Agreement (this "Second Amendment") is entered into as of _____ with July 1, 2020 being the Effective Date, between COUNTIES OF YANCEY AND MITCHELL, both being bodies politic and corporate under the General Statutes of North Carolina (the "Counties") and REPUBLIC SERVICES OF NORTH CAROLINA, LLC ("Republic"). (Counties and Republic referred jointly as the "Parties")

**Recitals**

A. The Parties entered into that certain Transfer Station Operation, Transportation and Disposal Agreement dated May 18, 2010 ("Agreement"), pursuant to which Republic agreed to operate, maintain and manage the Transfer Station, accept municipal solid waste delivered to the Transfer Station and deliver such waste to the Disposal Facility.

B. The Parties, by the First Amendment to Agreement, extended the Agreement for five years through June 30, 2020.

C. The Parties now wish to extend the Agreement for an additional one-year period on the terms set forth below.

**Agreement**

In and for consideration and the mutual promises contained herein, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Extension of Term. The Parties agree to extend the Agreement for an additional one (1) year term effective July 1, 2020 and expiring June 30, 2021 ("Second Extended Term").

2. Compensation for Services. Section 3.01 of the Agreement and Paragraph 2.a. of the First Amendment are deleted in their entirety and shall be replaced with the following

> During the Second Amended Term, the Counties shall pay Republic a fee of $55.38 per Ton for all Municipal Solid Waste delivered to the Transfer Station plus the North Carolina Solid Waste Disposal Tax or other per ton fee or tax imposed on the disposal of solid waste by the State or other governmental entity. In addition to the above, the Contractor may petition either or both Counties for additional rate adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances or regulations, related to the disposal of solid waste at a landfill.

3. Capitalized Terms. Capitalized terms used but not otherwise defined in this Second Amendment shall have the meanings assigned to them in the Agreement.

4. Continuing Effect. Except as expressly modified or amended by this Second

Amendment, all terms and provisions of the Agreement, as amended, shall remain in full force and effect. In the case of a conflict in meaning between the Agreement, the First Amendment, and this Second Amendment, this Second Amendment shall prevail.

5. Counterparts. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the Parties' signatures shall be valid and treated the same as original signatures.

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment to be effective as of the Effective Date.

**REPUBLIC:**

REPUBLIC SERVICES OF NORTH CAROLINA, LLC

By: _____
Title: _____
Date: _____

**YANCEY COUNTY**

YANCEY COUNTY, NORTH CAROLINA

By: Jeff Whitson
Chairman of the Board of County Commissioners
Date: 4-13-2020

**MITCHELL COUNTY**

MITCHELL COUNTY, NORTH CAROLINA

By: _____
Chairman of the Board of County Commissioners
Date: 5/4/2010

Attachment G

# YANCEY COUNTY
## PURCHASE ORDER REQUISITION FORM

DATE: 3-25-20

DEPARTMENT: Parks & Rec

REQUISITION NO: 2020-

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Signed this the _____ day of _____, 20____

_____(Finance Officer)

| SUGGESTED VENDOR(S) & ADDRESS | CONTACT PERSON/PHONE/FAX |
|---|---|
| Goliath Tech<br>1986 Old Fanning Bridge Rd,<br>Mills River NC, 28759 | Chris Terry<br>828-222-3833 |

| Description | Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|
| Pile Foundation | 18 | | 3,000.00 | 54,000.00 |
| 10 3/4" diameter pile w/ 19" helix | | | | |
| 14' long | | | | |
| | | | | |
| Anchoring Systems | 18 | | 750.00 | 13,500.00 |
| Custom Fabricated Bracket to mount | | | | |
| pole to Brackets | | | | |
| Subtotal | | | | 67,500.00 |
| Tax | | | | |
| Shipping | | | | |
| Total | | | | 67,500.00 |

REQUESTED BY: Lance Dayton DATE: 3-25-20

APPROVED BY: APPROVED BY:

ACCOUNT NUMBER: AMOUNT:

ACCOUNT NUMBER: AMOUNT:

Must have approval signature by Finance Officer if $500 or more and County Manager if $1,000 or more. Purchase cannot be made until purchase order has been approved and returned to Department Head. **Purchase orders requesting approval must be sent to the Finance Office by 5:00 on Monday for processing on Tuesday.**

# Estimate

ESTIMATE # 40

DATE 03/24/2020


GoliathTech WNC

1986 Old Fanning Bridge Rd,
Mills River North Carolina
28759

Ph 828.222.3833
goliathtechwnc@gmail.com
https://www.goliathtechpiles.com/franchise/goliathtech-wnc/


BILL TO

Lauren Deyton
Buckingham Electric
258 Whittington Rd
Burnsville NC 28714

JOB ADDRESS

258 Whittington Rd
Burnsville NC 28714

DESCRIPTION

Install 10 3/4" piles for sports light poles. 2500lbft installation torque.

Soil boring logs indicate that piles are likely not suitable due to rock at some locations.

| ITEM | QTY | UNIT PRICE | AMOUNT |
|---|---|---|---|
| **PILE FOUNDATION**<br>10 3/4" diameter pile with 19" helix. 14' long | 18 | $3,000.00 | $54,000.00 |
| **ANCHORING SYSTEM**<br>Custom fabricated bracket to mount pole to pile | 18 | $750.00 | $13,500.00 |
| | | SUBTOTAL | $67,500.00 |
| | | TAX | $0.00 |
| | | TOTAL | $67,500.00 |

## How To Accept

Estimate #40
Total amount $67,500.00

To accept this quote, please call or email us using the details at the top of the page.

Thank you for your business, have a great day!