

Minutes of the November 12, 2019
Regular Meeting of the Yancey County Board Of Commissioners
Held at 6:00 pm in the Yancey County Courthouse
Yancey County Courthouse, Burnsville North Carolina

Present at the meeting held November 12, 2019 were Chairman Jeff Whitson, Commissioner Mark Ledford, Commissioner Jill Austin, Commissioner David Grindstaff, Commissioner Johnny Riddle, County Manager Lynn Austin, Planning and Economic Development Director Jamie McMahan, ~~County Attorney Donny Laws~~, Tax Administrator/ Assessor Danny McIntosh, Clerk to the Board Sonya Morgan, members of the media, and members of the general public.

Call to Order

Chairman Whitson welcomed those in attendance. Chairman Whitson noted that Monday, November 11, 2019 was Veteran's Day and asked the veterans in attendance to stand so that they could be recognized for their service. Chairman Whitson thanked the veterans for their service and then called the meeting to order.

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

Commissioner Riddle made a motion to approve the agenda, with Commissioner Austin seconding 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 October 1, 2019 Special Meeting Minutes
- Approval of October 1, 2019 Closed Session Meeting Minutes
- Approval of October 14, 2019 Regular Meeting Minutes
- October 2019 Tax Collection Reports – Informational (Attachment B)

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 Ledford. By unanimous vote the consent agenda was approved.

Appointments

Chairman Whitson asked for a nomination for the appointment of the Yancey County Representative to the High County RPO's Rural Transportation Advisory Committee (RTAC) to fill Commissioner Riddle's vacancy whose term is ending December 31, 2019. (Attachment C) Commissioner Riddle nominated Commissioner Ledford, with Commissioner Austin seconding the nomination. By unanimous vote Commissioner Ledford was appointed as the Yancey County Representative to the RTAC.

Cooperative Extension Updates

Adam McCurry, Cooperative Extension, thanked the Board for the opportunity to speak at the meeting and presented each commissioner with a copy of *Solutions*, a document that is distributed statewide from NC A&T State University. The Mr. McCurry directed the Board to an article on the Future Farmers of America (FFA) program at Mountain Heritage High School. Mr. McCurry said that school does an excellent job with program and that the article was about the students growing sweet potatoes and selling them to the school cafeteria. Mr. McCurry then

* approved with correction during Regular Meeting of the Board of Commissioners on December 9, 2019.

said that Yancey County Cattleman's Association was formed in August 2019 and meets every other month. Mr. McCurry provided an informational pamphlet and said that anyone interested could join. Membership fees are \$15 per year for an individual and \$25 per year for a farm. (Attachment D)

Toe River Health District

Diane Creek, Health Director, and Betty McKinney, Finance Officer, from Toe River Health District (TRHD) addressed the Board and presented a copy of the FY 2018-19 budget for health department. (Attachment E) Ms. Creek indicated that the budget provided had been split out and that the copy provided was for Yancey County only. Ms. Creek highlighted the services that are currently provided by the health department including DOT physicals, drug testing, adult health, a provider, family planning, children's health, STDs, WIC, immunizations, pregnancy care, the CC4C (a program that helps parent be good parents), and environmental health. She also indicated that the health department accepts most insurances and has a sliding fee schedule with proof of income. Commissioner Grindstaff asked Ms. Creek if she had met with Glen Raven or Altec. Ms. Creek stated that she had reached out in the past and can reach out again. Commissioner Grindstaff also shared that he had been made aware that a local provider had begun to provide veteran services. He asked if the health department might be able to provide those services. Ms. Creek indicated that she would look into it. Chairman Whitson thanked Ms. Creek and Ms. McKinney for the information.

Proposed Animal Ordinance

Vicky Tipton addressed the Board and recognized Gerald Phillips for working to get signatures on a petition opposing the proposed animal ordinance. Mr. Phillips presented the petition with 1133 signatures to the Board. Ms. Tipton then said that NC has effective laws criminalizing cruelty to animals. Ms. Tipton said the proposed ordinance violates liberties and would cause interference family with pets. Ms. Tipton read through the proposed ordinance (Attachment F) and compared the proposed ordinance to what she stated were already NC laws. Ms. Tipton provided the Board with a chart that is to be a summary of NC Dog Laws. (Attachment G) She further stated that she does believe in the humane treatment of animals. She also said that she has questions about the animal enforcement officer and the cost to taxpayers.

Next, Anthony Robinson addressed the Board and said that he was opposed to the animal ordinance. Mr. Robinson said that there are already too many frivolous ordinances on books and that there are always people who will abuse animals.

Gerald Chandler then spoke and thanked everyone who helped with petition. Mr. Chandler said that he appreciated opportunity to speak. He said that he is proud of his heritage, paid taxes, and asked governing body to use restraint when considering the proposed ordinance.

Chairman Whitson informed those in attendance that the proposed animal ordinance was not on the agenda to be adopted. He explained the process, including that for an ordinance to be adopted that a public hearing must be held. He further explained that the notice for the public hearing must be posted for a period of ten days.

County Manager's Report

County Manager Austin announced that Yancey transportation had been awarded an AMY Wellness Foundation Grant. She said the grant, which will be divided between Avery, Mitchell, and Yancey counties, will better communications and will help with Medicaid transportation. She said that Yancey County's part of the \$202,110 grant is \$47,919. She also indicated that the grant did not require a match of county funds. Commissioner Ledford made a motion to approve the grant and authorize County Manager Austin to sign the AMY Wellness Foundation Grant documents. Commissioner Riddle seconded the motion. By unanimous vote the motion carried. (Attachment H)

County Commissioners Report

The Commissioners did not have anything to report this month.

Public Comment

Rhonda Boone spoke on behalf of the animal advocacy group and said they would like to establish advisory committee made up of representatives from interested parties to work on an animal ordinance that both sides could agree on. Ms. Boone stated current state statutes do not address adequate shelter. Lyndon Worley spoke and stated he opposes the animal ordinance and stands for right to life. Jeannette Murray spoke and stated she is a citizen for the animal ordinance. Tim Lewis spoke on his opposition to the proposed animal ordinance. Tom Robinson spoke on our country. Cheri Lee spoke in favor of the proposed animal ordinance. Lucy Doll spoke in support of those for the proposed animal ordinance and hunters.

Adjournment

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

Approved and authenticated this the 9th day of December 2019.

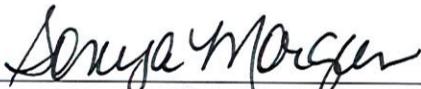


Jeff Whitson, Chairman

Mark Ledford, Vice Chairman



Jill Austin, Commissioner

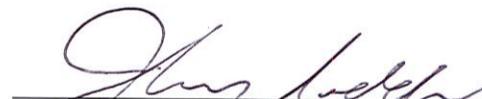


Sonya Morgan, Clerk to the Board





David Grindstaff, Commissioner



Johnny Riddle, Commissioner



AGENDA
YANCEY COUNTY BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING
November 12, 2019
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 October 1, 2019 Special Meeting Minutes**
 - b. Approval of October 1, 2019 Closed Session Meeting Minutes**
 - c. Approval of October 14, 2019 Regular Meeting Minutes**
 - d. October 2019 Tax Collection Reports - Informational**
- V. Appointments**
 - a. Rural Transportation Advisory Committee (RTAC)**
- VI. Presentation of Red Ribbon Week Proclamation to Girl Scout Troop #1833**
- VII. Cooperative Extension Updates**
 - a. Parenting Program – Niki Maness**
 - b. Cattle Association – Adam McCurry**
- VIII. Toe River Health District – Diane Creek**
- IX. Proposed Animal Ordinance & NC Dog Laws - Vicky Tipton**
- X. Proposed Animal Ordinance - Anthony Robinson**
- XI. Proposed Animal Ordinance – Gerald Chandler**
- XII. County Manager’s Report – Lynn Austin**
 - a. AMY Wellness Grant for YCTA**
- XIII. County Attorney’s Report – Donny Laws**
- XIV. County Commissioners’ Report**
- XV. Public Comments**
- XVI. Adjourn**

YANCEY COUNTY TAX ADMINISTRATION

Attachment B

End of Month Breakout
View Posted Payments in Date Range 10/01/2019 to 10/31/2019 for Both

Description	Amount
Vehicle Payments	
County Vehicle Tax Payments 2019	
County Vehicle Tax Payments 2018	\$69.65
County Vehicle Tax Payments 2017	
County Vehicle Tax Payments 2016	
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	\$0.29
County Vehicle Total Payments	\$69.94
Burnsville VFD Vehicle Tax	
South Toe VFD Vehicle Tax	\$6.79
Newdale VFD Vehicle Tax	\$0.81
West Yancey VFD Vehicle Tax	
Egypt/Ramseytown VFD Vehicle Tax	
Clearmont VFD Vehicle Tax	
Double Island VFD Vehicle Tax	
Pensacola VFD Vehicle Tax	
VFD Vehicle Interest	\$0.05
VFD Vehicle Total Payments	\$7.65
Town of Burnsville Vehicle Tax	
Town of Burnsville Vehicle Interest	
Town of Burnsville Vehicle Total Payment	
State Vehicle Interest	
Vehicle Total Payments	\$77.59

11/01/2019

PENSACOLA FIRE DISTRICT Vehicle Tax				\$357.57
	\$137.97	\$141.90	\$77.70	
PRICES CREEK FIRE DISTRICT Vehicle Tax				\$357.24
	\$38.64	\$78.90	\$174.17	
County Vehicle Interest				\$3,395.44
	\$381.09	\$1,653.46	\$1,360.89	
TOWN OF BURNSVILLE Vehicle Interest				\$55.69
	\$5.02	\$40.77	\$9.90	
BURNSVILLE FIRE DISTRICT Vehicle Interes				\$83.68
	\$6.70	\$63.35	\$13.63	
CANE RIVER FIRE DISTRICT Vehicle Interes				\$17.79
	\$2.96	\$13.43	\$1.40	
EGYPT FIRE DISTIRCT Vehicle Interest				\$5.28
	\$0.93	\$4.34	\$0.01	
RAMSEYTOWN FIRE DISTRICT Vehicle Interes				\$0.75
	\$0.03	\$0.02	\$0.70	
GREEN MOUNTAIN FIRE DISTRICT Vehicle Int				\$11.18
	\$2.03	\$8.84	\$0.31	
JACKS CREEK FIRE DISTRICT Vehicle Intere				\$17.23
	\$1.47	\$7.03	\$8.73	
BRUSH CREEK FIRE DISTRICT Vehicle Intere				\$5.36
	\$0.69	\$4.67		
CRABTREE FIRE DISTRICT Vehicle Interest				\$34.76
	\$5.71	\$19.41	\$9.64	
SOUTH TOE FIRE DISTRICT Vehicle Interest				\$28.28
	\$5.46	\$13.68	\$9.14	
PENSACOLA FIRE DISTRICT Vehicle Interest				\$38.99
	\$2.72	\$16.56	\$19.71	
PRICES CREEK FIRE DISTRICT Vehicle Inter				\$63.44
	\$6.22	\$10.19	\$47.03	
DMV Vehicle Interest				\$452.66
	\$84.94	\$198.51	\$169.21	

Totals

\$12,089.76

\$17,960.26

\$19,730.93

\$7,287.92

\$57,068.87

11/01/2019

Posting Report

10-01-2019 to 10-31-2019

11-01-2019

8:43 AM

I. Tax Collections + Releases

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
2014	\$435.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$435.57
2015	\$487.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16.55	\$0.00	\$503.76
2016	\$716.19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16.13	\$0.00	\$732.32
2017	\$2,805.01	\$17.94	\$0.00	\$27.50	\$5.35	\$0.00	\$47.10	\$20.84	\$1.38	\$2,925.12
2018	\$8,622.46	\$282.74	\$25.12	\$54.70	\$22.50	\$0.00	\$257.95	\$0.00	\$47.76	\$9,313.23
2019	\$321,613.48	\$2,796.00	\$5,156.83	\$3,552.99	\$2,778.85	\$1,298.57	\$4,732.89	\$6,324.24	\$2,511.29	\$350,765.14
TOTAL	\$334,679.92	\$3,096.68	\$5,181.95	\$3,635.19	\$2,806.70	\$1,298.57	\$5,037.94	\$6,377.76	\$2,560.43	\$364,675.14

II. Releases

	Current Year	Prior Year	TOTAL
General Fund	\$820.35	\$0.00	\$820.35
Burnsville	\$101.99	\$0.00	\$101.99
West Yancey	\$0.29	\$0.00	\$0.29
Egypt/Ramseytown	\$0.00	\$0.00	\$0.00
Clearmont	\$0.00	\$0.00	\$0.00
Double Island	\$0.00	\$0.00	\$0.00
Newdale	\$0.00	\$0.00	\$0.00
South Toe	\$0.00	\$0.00	\$0.00
Pensacola	\$0.00	\$0.00	\$0.00
TOTAL	\$922.63	\$0.00	\$922.63

III. Net Tax Collections

Year	General Fund	Burnsville	West Yancey	Egypt/Ramseytown	Clearmont	Double Island	Newdale	South Toe	Pensacola	TOTAL
TOTAL	\$333,859.57	\$2,994.69	\$5,181.66	\$3,635.19	\$2,806.70	\$1,298.57	\$5,037.94	\$6,377.76	\$2,560.43	\$363,752.51

Transaction Type Report

10-01-2019 to 10-31-2019

Year	General	Fire	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Total
2014	\$435.57	\$0.00	\$0.00	\$0.00	\$0.00	\$435.57	\$7.96	\$0.00	\$0.00	\$443.53
2015	\$487.21	\$16.55	\$0.00	\$0.00	\$0.00	\$503.76	\$30.34	\$0.00	\$0.00	\$534.10
2016	\$716.19	\$16.13	\$0.00	\$0.00	\$0.00	\$732.32	\$65.20	\$4.00	\$0.00	\$801.52
2017	\$2,805.01	\$120.11	\$0.00	\$0.00	\$0.00	\$2,925.12	\$407.10	\$16.00	\$0.00	\$3,348.22
2018	\$8,622.46	\$690.77	\$4,079.67	\$0.00	\$0.00	\$13,392.90	\$1,225.60	\$56.00	\$0.00	\$14,674.50
2019	\$320,793.13	\$29,049.38	\$122.72	\$0.00	\$0.00	\$349,965.23	\$7.60	\$0.00	\$0.00	\$349,972.83
TOTAL	\$333,859.57	\$29,892.94	\$4,202.39	\$0.00	\$0.00	\$367,954.90	\$1,743.80	\$76.00	\$0.00	\$369,774.70

Adjustment / Release Report

10-01-2019 to 10-31-2019

Year	General	Penalty	Waste	Additional Fees	Principal	Interest	Advertising Cost	Legal Cost	Fire	Amount Due	County Net
2019	\$820.35	\$0.00	\$0.00	\$0.00	\$820.35	\$-0.10	\$0.00	\$0.00	\$102.28	\$922.53	\$820.25
TOTAL	\$820.35	\$0.00	\$0.00	\$0.00	\$820.35	\$-0.10	\$0.00	\$0.00	\$102.28	\$922.53	\$820.25

Collections Receipts Report

10-01-2019 to 10-31-2019

Total general tax	\$333,859.57
Total fire tax	\$29,892.94
Total penalty	\$4,202.39
Total Waste Fees	\$0.00
Total Additional Fees	\$0.00
<hr/>	
Total principal	\$367,954.90
Total interest	\$1,743.80
Total cost of advertising	\$76.00
Total legal	\$0.00
Total check overpayments	\$0.00
Total Prepaid Payments	\$201.23
Total Prepaid Applied	\$0.00
<hr/>	
Total misc	\$2,021.03
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Grand total receipts	\$369,975.93

District Payment Report

10-01-2019 to 10-31-2019

Year	District Code	District Name	Amount
2015	009	SOUTH TOE FIRE DISTRICT	\$16.55
2016	009	SOUTH TOE FIRE DISTRICT	\$16.13
2017	001	BURNSVILLE FIRE DISTRICT	\$17.94
2017	004	RAMSEYTOWN FIRE DISTRICT	\$27.50
2017	006	JACKS CREEK FIRE DISTRICT	\$5.35
2017	008	CRABTREE FIRE DISTRICT	\$47.10
2017	009	SOUTH TOE FIRE DISTRICT	\$20.84
2017	010	PENSACOLA FIRE DISTRICT	\$1.38
2018	001	BURNSVILLE FIRE DISTRICT	\$282.74
2018	002	CANE RIVER FIRE DISTRICT	\$25.12
2018	004	RAMSEYTOWN FIRE DISTRICT	\$54.70
2018	005	GREEN MOUNTAIN FIRE DISTRICT	\$22.50
2018	008	CRABTREE FIRE DISTRICT	\$257.95
2018	010	PENSACOLA FIRE DISTRICT	\$47.76
2019	001	BURNSVILLE FIRE DISTRICT	\$2,694.01
2019	002	CANE RIVER FIRE DISTRICT	\$1,611.56
2019	003	EGYPT FIRE DISTRICT	\$2,949.06
2019	004	RAMSEYTOWN FIRE DISTRICT	\$603.93
2019	005	GREEN MOUNTAIN FIRE DISTRICT	\$427.16
2019	006	JACKS CREEK FIRE DISTRICT	\$2,351.69
2019	007	BRUSH CREEK FIRE DISTRICT	\$1,298.57
2019	008	CRABTREE FIRE DISTRICT	\$4,732.89
2019	009	SOUTH TOE FIRE DISTRICT	\$6,324.24
2019	010	PENSACOLA FIRE DISTRICT	\$2,511.29
2019	011	PRICES CREEK FIRE DISTRICT	\$3,544.98
TOTAL			\$29,892.94

Detailed District Payment Report

10-01-2019 to 10-31-2019

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

Outstanding Balances Report

As of 10-31-2019

Year	Amount	County	District	Interest	Advertising	Penalties	Waste	Additional Fees
2008	\$14,345.44	\$6,485.47	\$579.73	\$7,081.12	\$52.00	\$147.12	\$0.00	\$0.00
2009	\$13,391.47	\$6,687.67	\$510.93	\$6,124.87	\$68.00	\$0.00	\$0.00	\$0.00
2010	\$14,575.73	\$7,481.80	\$676.82	\$6,325.11	\$92.00	\$0.00	\$0.00	\$0.00
2011	\$22,202.99	\$11,708.11	\$1,162.47	\$9,210.56	\$104.00	\$17.85	\$0.00	\$0.00
2012	\$25,654.20	\$13,653.97	\$1,541.33	\$10,051.65	\$128.00	\$279.25	\$0.00	\$0.00
2013	\$23,451.25	\$14,072.06	\$1,269.41	\$7,887.78	\$222.00	\$0.00	\$0.00	\$0.00
2014	\$31,714.81	\$18,837.03	\$1,627.04	\$9,144.39	\$176.00	\$443.60	\$0.00	\$0.00
2015	\$34,571.04	\$22,499.06	\$2,143.56	\$8,742.40	\$228.00	\$257.86	\$0.00	\$0.00
2016	\$71,877.15	\$48,525.60	\$3,603.59	\$14,214.25	\$372.00	\$357.34	\$4.00	\$0.00
2017	\$91,528.56	\$71,085.13	\$5,978.04	\$13,086.30	\$656.00	\$723.09	\$0.00	\$0.00
2018	\$183,830.01	\$154,176.11	\$13,399.56	\$13,583.98	\$1,468.09	\$1,202.27	\$0.00	\$0.00
2019	\$4,531,081.69	\$4,164,826.42	\$363,514.26	\$0.00	\$0.00	\$2,741.01	\$0.00	\$0.00
Total	\$5,058,224.34	\$4,540,038.43	\$396,006.74	\$105,452.41	\$3,566.09	\$6,169.39	\$4.00	\$0.00

Yancey County Tax Office

County/District Collection Percentage Report
As of: 10-31-2019

Run Date: 11-01-2019

2019
County

Net Levy \$
12,734,082.18

Collections \$
8,570,006.65

Collections %
67.30

Districts

Name	Net Levy \$	Collections \$	Collections %
001 - BURNSVILLE FIRE DISTRICT	198,924.01	125,688.17	63.19
002 - CANE RIVER FIRE DISTRICT	78,229.53	53,345.78	68.20
003 - EGYPT FIRE DISTRICT	77,419.19	55,408.98	71.58
004 - RAMSEYTOWN FIRE DISTRICT	24,300.17	15,223.76	62.65
005 - GREEN MOUNTAIN FIRE DISTRICT	29,509.52	18,066.61	61.23
006 - JACKS CREEK FIRE DISTRICT	64,581.09	47,828.47	74.06
007 - BRUSH CREEK FIRE DISTRICT	39,861.37	27,633.52	69.33
008 - CRABTREE FIRE DISTRICT	172,749.44	111,946.95	64.81
009 - SOUTH TOE FIRE DISTRICT	192,926.76	134,420.09	69.68
010 - PENSACOLA FIRE DISTRICT	95,796.86	62,132.53	64.86
011 - PRICES CREEK FIRE DISTRICT	153,680.74	112,769.56	73.38

District Totals

Net Levy \$
1,127,978.68

Collections \$
764,464.42

Collections %
67.77

Johnny Riddle
Chair of the Board

468 New Market Blvd.
Boone, NC 28607

Valerie Jaynes
Vice-Chair

www.regiond.org



Mark Evans
Secretary

Voice: 800-735-8262

Chris Jones
Treasurer

Phone: 828-265-5434
Fax: 828-265-5439

MEMORANDUM

TO: Lynn Austin, Manager, Yancey County

FROM: David Graham
Transportation Planner

SUBJECT: Appointment for High Country RPO
Rural Transportation Advisory Committee

DATE: October 8, 2019

The High Country RPO's Rural Transportation Advisory Committee (RTAC) is the RPO's governing board and is comprised of one county commissioner from each county, one municipal elected official from each county, one elected official from each municipality with a population of 10,000 or more, and one member representing the NC Board of Transportation.

Johnny Riddle, Yancey County's, County Commissioner, has been serving as Yancey County's Representative for the RTAC. Johnny Riddle's term is set to expire on December 31, 2019, therefore we request a County Commissioner to fill Johnny Riddle's vacancy on the RTAC. *Please note that reappointment is possible.*

The RTAC's regular meeting date/location is the third Wednesday of February, May, August, and December at the High Country Council of Government offices in Boone.

No procedure is spelled out in the RTAC bylaws that describes alternating representation among towns, process for selecting a county representative, etc. Therefore, decisions on appointments (or re-appointments) of county representatives on the RTAC are left to the county's administration and governing boards.

Please consider Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color, or national origin when deciding on an appointment to the RTAC.

Please have the appointment to the RTAC selected prior to January 15, 2020 and notify me of this appointment. I will be glad to answer any questions you may have regarding this matter.

You may contact me at 828-265-5434, ext. 135 or dgraham@regiond.org.

cc: Phil Trew, Director of Planning and Development, High Country COG

Yancey County Cattleman's Association *Attachment D*

Yancey County Cattleman's Association was formed August 2019. Bylaws can be viewed on the Yancey County Cooperative Extension website.

The Board of Directors:
President – Barry Austin
Vice President -Adam McCurry
Treasurer- Angel McIntosh
Recording Secretary – Renee Ray
Past President Director- Billy Buckner
Director – Chris Evans
Director- Sam McIntosh

Membership Fees

\$15.00 per year for an individual
\$25.00 per year for farm

Members have access to educational programming and equipment used in cattle production.

Equipment Available to YCCA Members

(Affordable access made possible through fund raisers and donations.)

- *Artificial insemination kit
- *A semen storage tank
- *A semen travel tank
- *11 portable corral panels
- *A portable cattle chute with scales
(Property to Yancey 4-H Beef Club)

For more information contact Adam McCurry at Yancey Cooperative Extension 828-682-6186.

	Current Actual	YTD Actual	Annual Budget	Remaining Budget	%
R E V E N U E					
STATE REVENUE	\$78,803.30	\$592,298.91	\$604,566.00	\$12,267.09	97.97
STATE ESCROW	5,525.95	96,926.01	82,753.00	(14,173.01)	117.13
COMMUNITY CARE OF WNC REIMBURSEMENT	(31,454.10)	50,410.16	61,194.00	10,783.84	82.38
FEES & SERVICES	10,376.96	98,364.27	89,433.00	(8,931.27)	109.99
LOCAL APPROPRIATION	(0.00)	362,945.00	410,445.00	47,500.00	88.43
MEDICARE REVENUE	377.25	9,408.65	8,500.00	(908.65)	110.69
INSURANCE REVENUE	7,032.03	79,607.39	71,612.00	(7,995.39)	111.16
OTHER REVENUE	(82,103.28)	15,414.47	51,959.00	36,544.53	29.67
INTEREST EARNED	814.63	8,079.23	(0.00)	(8,079.23)	0.00
GRANTS	(482.64)	16,072.62	16,556.00	483.38	97.08
APPROPRIATED FUND BALANCE	(0.00)	(0.00)	212,009.00	212,009.00	0.00
TOTAL REVENUES	(\$11,109.90)	\$1,329,526.71	\$1,609,027.00	\$279,500.29	82.63

E X P E N D I T U R E S					
PERSONNEL:					
SALARY	\$45,824.94	\$640,263.90	\$725,958.00	\$85,694.10	88.20
FRINGE BENEFITS	13,550.46	172,712.96	205,844.00	33,131.04	83.90
ADMIN SALARY & BENEFITS	9,576.90	136,511.99	149,035.00	12,523.01	91.60
LAB SALARY & BENEFITS	5,100.70	55,482.41	57,771.00	2,288.59	96.04
TOTAL: PERSONNEL	\$74,053.00	\$1,004,971.26	\$1,138,608.00	\$133,636.74	88.26

OPERATING COSTS:					
WORKERS' COMPENSATION	\$0.00	\$11,022.81	\$11,032.00	\$9.19	99.92
CONTRACTED SERVICES	12,545.53	94,250.89	117,782.00	23,531.11	80.02
AUDIT EXPENSE	0.00	4,150.00	4,150.00	0.00	100.00
TRAVEL	2,680.65	14,564.23	19,766.00	5,201.77	73.68
CONTINUING EDUCATION	18.33	2,781.50	4,368.00	1,586.50	63.68
MEDICAL SUPPLIES	1,017.73	14,561.37	19,879.00	5,317.63	73.25
DRUGS	5,792.28	63,266.21	67,079.00	3,812.79	94.32
BOARD MEMBER EXPENSE	0.00	63.15	184.00	120.85	34.32
PROFESSIONAL SERVICES	12.36	71.39	277.00	205.61	25.77
CUSTODIAL SUPPLIES	101.57	848.27	1,334.00	485.73	63.59
VEHICLE SUPPLIES & MATERIALS	449.52	3,366.71	6,993.00	3,626.29	48.14
OFFICE SUPPLIES	1,912.36	29,724.83	33,525.00	3,800.17	88.66
LABORATORY SUPPLIES	0.00	8,932.87	11,150.00	2,217.13	80.12
POSTAGE	1,738.85	3,162.13	3,500.00	337.87	90.35
TELEPHONE	1,721.64	13,124.93	14,200.00	1,075.07	92.43
OTHER COMMUNICATIONS	969.77	14,323.95	21,463.00	7,139.05	66.74

TOE RIVER HEALTH DISTRICT
ALL - YANCEY
FROM 07/01/2018 TO 06/30/2019

	Current Actual	YTD Actual	Annual Budget	Remaining Budget	%
UTILITIES	\$49.19	\$1,041.25	\$1,300.00	\$258.75	80.10
ADVERTISING	\$75.00	\$797.23	\$934.00	\$136.77	85.36
IT EXPENSE	425.25	3,202.58	5,333.00	2,130.42	60.05
OTHER EXPENSE	0.00	13,004.04	48,976.00	35,971.96	26.55
LABORATORY EXPENSE	575.43	3,206.76	4,662.00	1,455.24	68.79
X-RAY EXPENSE	73.24	73.24	118.00	44.76	62.07
RENT-BUILDINGS	0.00	9,300.00	9,534.00	234.00	97.55
LEASE-EQUIPMENT	1,487.50	22,070.19	24,250.00	2,179.81	91.01
SERVICE & MAINTENANCE	0.00	2,983.33	3,050.00	66.67	97.81
INSURANCE-GENERAL LIABILITY	0.00	3,581.00	3,581.00	0.00	100.00
INSURANCE-VEHICLE	0.00	4,091.67	4,093.00	1.33	99.97
INSURANCE-PROF LIAB	0.00	13,359.36	13,368.00	8.64	99.94
DUES & SUBSCRIPTIONS	506.00	6,474.80	6,933.00	458.20	93.39
EQUIPMENT	0.00	7,541.55	7,605.00	63.45	99.17

TOTAL OPERATING COSTS	\$32,152.20	\$368,942.24	\$470,419.00	\$101,476.76	78.43

TOTAL EXPENDITURES	\$106,205.20	\$1,373,913.50	\$1,609,027.00	\$235,113.50	85.39

SURPLUS (DEFICIT) TO FUND BALANCE	(\$117,315.10)	(\$44,386.79)	(\$0.00)	\$44,386.79	0.00

TOE RIVER HEALTH DISTRICT
01Y - STATE AND LOCAL/YANCEY
FROM 07/01/2018 TO 06/30/2019

Current Actual YTD Actual Annual Budget Remaining Budget %

R E V E N U E

STATE REVENUE	(\$0.00)	\$100,462.01	\$100,462.00	(\$0.01)	100.00
FEES & SERVICES	409.74	4,897.24	4,532.00	(365.24)	108.06
LOCAL APPROPRIATION	(0.00)	342,945.00	377,945.00	35,000.00	90.74
INTEREST EARNED	814.63	8,079.23	(0.00)	(8,079.23)	0.00
OTHER REVENUE	(41.99)	1,211.65	(0.00)	(1,211.65)	0.00
PROGRAM ADJUSTMENT	(0.00)	(0.00)	(508,038.00)	(508,038.00)	0.00
APPROPRIATED FUND BALANCE	(0.00)	(0.00)	212,009.00	212,009.00	0.00

TOTAL REVENUES	\$1,182.38	\$457,595.13	\$186,910.00	(\$270,685.13)	244.82
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E X P E N D I T U R E S

PERSONNEL:

OPERATING COSTS:

CONTRACTED SERVICES	\$5,765.67	\$34,647.89	\$35,793.00	\$1,145.11	96.80
AUDIT EXPENSE	0.00	4,150.00	4,150.00	0.00	100.00
TRAVEL	571.74	3,268.84	3,367.00	98.16	97.08
CONTINUING EDUCATION	18.33	519.67	688.00	168.33	75.53
MEDICAL SUPPLIES	1,017.73	7,296.51	11,000.00	3,703.49	66.33
DRUGS	0.00	45.96	67.00	21.04	68.60
BOARD MEMBER EXPENSE	0.00	63.15	184.00	120.85	34.32
PROFESSIONAL SERVICES	12.36	71.39	277.00	205.61	25.77
CUSTODIAL SUPPLIES	101.57	848.27	1,334.00	485.73	63.59
OFFICE SUPPLIES	1,097.38	8,320.40	8,787.00	466.60	94.69
LABORATORY SUPPLIES	0.00	4,974.87	6,667.00	1,692.13	74.62
POSTAGE	1,738.85	3,162.13	3,500.00	337.87	90.35
TELEPHONE	1,721.64	13,124.93	14,200.00	1,075.07	92.43
OTHER COMMUNICATIONS	788.90	9,432.23	14,115.00	4,682.77	66.82
IT EXPENSE	425.25	3,202.58	5,333.00	2,130.42	60.05
OTHER EXPENSE	0.00	1,280.29	37,000.00	35,719.71	3.46
RENT-BUILDINGS	0.00	4,000.00	4,234.00	234.00	94.47
LEASE-EQUIPMENT	1,487.50	21,099.20	23,000.00	1,900.80	91.74
SERVICE & MAINT AGREEMENTS	0.00	2,633.33	2,700.00	66.67	97.53
INSURANCE-GENERAL LIABILITY	0.00	3,581.00	3,581.00	0.00	100.00
DUES & SUBSCRIPTIONS	506.00	6,474.80	6,933.00	458.20	93.39

TOTAL OPERATING COSTS	\$15,252.92	\$132,197.44	\$186,910.00	\$54,712.56	70.73

TOTAL EXPENDITURES	\$15,252.92	\$132,197.44	\$186,910.00	\$54,712.56	70.73

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11/12/2019

TOE RIVER HEALTH DISTRICT
01Y - STATE AND LOCAL/YANCEY
FROM 07/01/2018 TO 06/30/2019

	Current Actual	YTD Actual	Annual Budget	Remaining Budget	%
SURPLUS (DEFICIT) TO FUND BALANCE	(\$14,070.54)	\$325,397.69	(\$0.00)	(\$325,397.69)	0.00

TOE RIVER HEALTH DISTRICT
06Y - BIOTERRORISM/YANCEY
FROM 07/01/2018 TO 06/30/2019

	Current Actual	YTD Actual	Annual Budget	Remaining Budget	%
R E V E N U E					
STATE REVENUE	\$2,436.51	\$15,538.33	\$14,185.00	(\$1,353.33)	109.54
PROGRAM ADJUSTMENT	(0.00)	(0.00)	4,847.00	4,847.00	0.00
TOTAL REVENUES	\$2,436.51	\$15,538.33	\$19,032.00	\$3,493.67	81.64

E X P E N D I T U R E S					
PERSONNEL:					
SALARY	\$61.97	\$979.12	\$1,300.00	\$320.88	75.32
FRINGE BENEFITS	16.86	287.49	450.00	162.51	63.89
ADMIN SALARY & BENEFITS	200.34	2,076.62	2,228.00	151.38	93.21
LAB SALARY & BENEFITS	1,269.97	12,095.30	12,240.00	144.70	98.82
TOTAL: PERSONNEL	\$1,549.14	\$15,438.53	\$16,218.00	\$779.47	95.19

OPERATING COSTS:					
WORKERS' COMPENSATION	\$0.00	\$119.53	\$120.00	\$0.47	99.61
TRAVEL	89.86	967.02	1,100.00	132.98	87.91
CONTINUING EDUCATION	0.00	108.33	133.00	24.67	81.45
OFFICE SUPPLIES	401.61	922.16	989.00	66.84	93.24
OTHER COMMUNICATIONS	15.07	174.49	327.00	152.51	53.36
INSURANCE-PROF LIAB	0.00	144.87	145.00	0.13	99.91
TOTAL OPERATING COSTS	\$506.54	\$2,436.40	\$2,814.00	\$377.60	86.58

TOTAL EXPENDITURES	\$2,055.68	\$17,874.93	\$19,032.00	\$1,157.07	93.92
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SURPLUS (DEFICIT) TO FUND BALANCE	\$380.83	(\$2,336.60)	(\$0.00)	\$2,336.60	0.00
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	Current Actual	YTD Actual	Annual Budget	Remaining Budget	%
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R E V E N U E

STATE REVENUE	(\$0.00)	\$52,797.00	\$52,797.00	(\$0.00)	100.00
MEDICIAD REIMBURSEMENT	608.01	10,809.24	5,806.00	(5,003.24)	186.17
FEES & SERVICES	121.30	2,649.40	2,220.00	(429.40)	119.34
INSURANCE REVENUE	931.51	5,910.85	7,500.00	1,589.15	78.81
PROGRAM ADJUSTMENT	(0.00)	(0.00)	40,406.00	40,406.00	0.00

TOTAL REVENUES	\$1,660.82	\$72,166.49	\$108,729.00	\$36,562.51	66.37
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E X P E N D I T U R E S

PERSONNEL:					
SALARY	\$4,549.44	\$55,184.50	\$55,216.00	\$31.50	99.94
FRINGE BENEFITS	1,189.66	14,041.76	14,501.00	459.24	96.83
ADMIN SALARY & BENEFITS	1,055.94	13,101.47	13,530.00	428.53	96.83
LAB SALARY & BENEFITS	1,369.94	13,885.52	14,012.00	126.48	99.10

TOTAL: PERSONNEL	\$8,164.98	\$96,213.25	\$97,259.00	\$1,045.75	98.92
OPERATING COSTS:					
WORKERS' COMPENSATION	\$0.00	\$992.63	\$993.00	\$0.37	99.96
TRAVEL	0.00	100.23	200.00	99.77	50.11
MEDICAL SUPPLIES	0.00	4,667.73	4,779.00	111.27	97.67
DRUGS	51.06	1,831.77	2,156.00	324.23	84.96
LABORATORY EXPENSE	168.05	1,723.52	2,138.00	414.48	80.61
INSURANCE-PROF LIAB	0.00	1,203.03	1,204.00	0.97	99.92

TOTAL OPERATING COSTS	\$219.11	\$10,518.91	\$11,470.00	\$951.09	91.71

TOTAL EXPENDITURES	\$8,384.09	\$106,732.16	\$108,729.00	\$1,996.84	98.16

SURPLUS (DEFICIT) TO FUND BALANCE	(\$6,723.27)	(\$34,565.67)	(\$0.00)	\$34,565.67	0.00

TOE RIVER HEALTH DISTRICT
21Y - MATERNAL HEALTH/YANCEY
FROM 07/01/2018 TO 06/30/2019

	Current Actual	YTD Actual	Annual Budget	Remaining Budget	%
R E V E N U E					
STATE REVENUE	\$378.65	\$2,046.89	\$10,708.00	\$8,661.11	19.12
INSURANCE REVENUE	(0.00)	74.03	(0.00)	(74.03)	0.00
TOTAL REVENUES	\$378.65	\$2,120.92	\$10,708.00	\$8,587.08	19.81
E X P E N D I T U R E S					
PERSONNEL:					
SALARY	\$154.92	\$1,257.87	\$1,982.00	\$724.13	63.46
FRINGE BENEFITS	42.14	345.97	477.00	131.03	72.53
ADMIN SALARY & BENEFITS	33.43	274.36	342.00	67.64	80.22
LAB SALARY & BENEFITS	27.99	139.95	218.00	78.05	64.20
TOTAL: PERSONNEL	\$258.48	\$2,018.15	\$3,019.00	\$1,000.85	66.85
OPERATING COSTS:					
WORKERS' COMPENSATION	\$0.00	\$12.99	\$13.00	\$0.01	99.92
CONTRACTED SERVICES	0.00	0.00	7,627.00	7,627.00	0.00
LABORATORY EXPENSE	0.00	0.00	33.00	33.00	0.00
INSURANCE-PROF LIAB	0.00	15.75	16.00	0.25	98.44
TOTAL OPERATING COSTS	\$0.00	\$28.74	\$7,689.00	\$7,660.26	0.37
TOTAL EXPENDITURES	\$258.48	\$2,046.89	\$10,708.00	\$8,661.11	19.12
SURPLUS (DEFICIT) TO FUND BALANCE	\$120.17	\$74.03	(\$0.00)	(\$74.03)	0.00

	Current Actual	YTD Actual	Annual Budget	Remaining Budget	%
R E V E N U E					
STATE REVENUE	\$11,597.72	\$20,993.00	\$20,993.00	(\$0.00)	100.00
MEDICAID REIMBURSEMENT	141.66	3,947.65	5,390.00	1,442.35	73.24
FEEES & SERVICES	85.00	1,692.79	1,619.00	(73.79)	104.56
INSURANCE REVENUE	71.19	1,981.68	1,770.00	(211.68)	111.96
PROGRAM ADJUSTMENT	(0.00)	(0.00)	26,913.00	26,913.00	0.00
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TOTAL REVENUES	\$11,895.57	\$28,615.12	\$56,685.00	\$28,069.88	50.48
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E X P E N D I T U R E S					
PERSONNEL:					
SALARY	\$2,049.48	\$24,976.45	\$26,000.00	\$1,023.55	96.06
FRINGE BENEFITS	630.78	7,081.13	7,700.00	618.87	91.96
ADMIN SALARY & BENEFITS	416.12	5,252.62	5,690.00	437.38	92.31
LAB SALARY & BENEFITS	121.26	1,380.70	1,846.00	465.30	74.79
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TOTAL: PERSONNEL	\$3,217.64	\$38,690.90	\$41,236.00	\$2,545.10	93.83
OPERATING COSTS:					
WORKERS' COMPENSATION	\$0.00	\$278.04	\$279.00	\$0.96	99.66
TRAVEL	0.00	57.00	129.00	72.00	44.19
CONTINUING EDUCATION	0.00	10.00	50.00	40.00	20.00
DRUGS	0.00	53.40	100.00	46.60	53.40
OFFICE SUPPLIES	0.00	2,549.36	2,712.00	162.64	94.00
OTHER EXPENSE	0.00	11,723.75	11,810.00	86.25	99.27
LABORATORY EXPENSE	17.00	21.00	32.00	11.00	65.63
INSURANCE-PROF LIAB	0.00	336.98	337.00	0.02	99.99
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TOTAL OPERATING COSTS	\$17.00	\$15,029.53	\$15,449.00	\$419.47	97.28
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TOTAL EXPENDITURES	\$3,234.64	\$53,720.43	\$56,685.00	\$2,964.57	94.77
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SURPLUS (DEFICIT) TO FUND BALANCE	\$8,660.93	(\$25,105.31)	(\$0.00)	\$25,105.31	0.00

TOE RIVER HEALTH DISTRICT
 23Y - CC4C/YANCEY
 FROM 07/01/2018 TO 06/30/2019

	Current Actual	YTD Actual	Annual Budget	Remaining Budget	%
R E V E N U E					
STATE REVENUE	(\$0.00)	\$4,529.00	\$4,529.00	(\$0.00)	100.00
COMMUNITY CARE OF WNC REIMBURS	(17,939.99)	24,701.76	29,220.00	4,518.24	84.54
TOTAL REVENUES	(\$17,939.99)	\$29,230.76	\$33,749.00	\$4,518.24	86.61
E X P E N D I T U R E S					
PERSONNEL:					
SALARY	\$1,380.11	\$15,084.36	\$21,527.00	\$6,442.64	70.07
FRINGE BENEFITS	228.80	4,928.05	6,213.00	1,284.95	79.32
ADMIN SALARY & BENEFITS	238.98	3,148.34	3,632.00	483.66	86.68
TOTAL: PERSONNEL	\$1,847.89	\$23,160.75	\$31,372.00	\$8,211.25	73.83
OPERATING COSTS:					
WORKERS' COMPENSATION	\$0.00	\$306.62	\$307.00	\$0.38	99.88
TRAVEL	85.75	554.22	688.00	133.78	80.56
OFFICE SUPPLIES	0.00	0.00	33.00	33.00	0.00
OTHER COMMUNICATIONS	22.61	217.95	977.00	759.05	22.31
INSURANCE-PROF LIAB	0.00	371.62	372.00	0.38	99.90
TOTAL OPERATING COSTS	\$108.36	\$1,450.41	\$2,377.00	\$926.59	61.02
TOTAL EXPENDITURES	\$1,956.25	\$24,611.16	\$33,749.00	\$9,137.84	72.92
SURPLUS (DEFICIT) TO FUND BALANCE	(\$19,896.24)	\$4,619.60	(\$0.00)	(\$4,619.60)	0.00

	Current Actual	YTD Actual	Annual Budget	Remaining Budget	%
R E V E N U E					
COMMUNITY CARE OF WNC REIMBURS	(\$13,514.11)	\$25,708.40	\$31,974.00	\$6,265.60	80.40
TOTAL REVENUES	(\$13,514.11)	\$25,708.40	\$31,974.00	\$6,265.60	80.40
E X P E N D I T U R E S					
PERSONNEL:					
SALARY	\$605.44	\$15,605.55	\$19,150.00	\$3,544.45	81.49
FRINGE BENEFITS	295.37	5,220.95	6,065.00	844.05	86.08
ADMIN SALARY & BENEFITS	133.80	3,291.78	4,041.00	749.22	81.46
TOTAL: PERSONNEL	\$1,034.61	\$24,118.28	\$29,256.00	\$5,137.72	82.44
OPERATING COSTS:					
WORKERS' COMPENSATION	\$0.00	\$272.84	\$273.00	\$0.16	99.94
TRAVEL	0.00	747.39	1,646.00	898.61	45.41
CONTINUING EDUCATION	0.00	0.00	68.00	68.00	0.00
OTHER COMMUNICATIONS	22.61	239.21	400.00	160.79	59.80
INSURANCE-PROF LIAB	0.00	330.68	331.00	0.32	99.90
TOTAL OPERATING COSTS	\$22.61	\$1,590.12	\$2,718.00	\$1,127.88	58.50
TOTAL EXPENDITURES	\$1,057.22	\$25,708.40	\$31,974.00	\$6,265.60	80.40
SURPLUS (DEFICIT) TO FUND BALANCE	(\$14,571.33)	(\$0.00)	(\$0.00)	\$0.00	0.00

TOE RIVER HEALTH DISTRICT
27Y - HEALTHY FAMILIES AMERICA/YANCEY
FROM 07/01/2018 TO 06/30/2019

	Current Actual	YTD Actual	Annual Budget	Remaining Budget	%
R E V E N U E					
STATE REVENUE	\$36,172.18	\$150,837.54	\$154,514.00	\$3,676.46	97.62
TOTAL REVENUES	\$36,172.18	\$150,837.54	\$154,514.00	\$3,676.46	97.62
E X P E N D I T U R E S					
PERSONNEL:					
SALARY	\$3,123.01	\$49,919.58	\$51,025.00	\$1,105.42	97.83
FRINGE BENEFITS	1,067.44	16,518.70	16,607.00	88.30	99.47
ADMIN SALARY & BENEFITS	622.42	10,511.87	10,695.00	183.13	98.29
TOTAL: PERSONNEL	\$4,812.87	\$76,950.15	\$78,327.00	\$1,376.85	98.24
OPERATING COSTS:					
WORKERS' COMPENSATION	\$0.00	\$930.26	\$931.00	\$0.74	99.92
CONTRACTED SERVICES	5,098.76	49,364.57	50,221.00	856.43	98.29
TRAVEL	125.96	3,562.32	3,900.00	337.68	91.34
CONTINUING EDUCATION	0.00	179.50	250.00	70.50	71.80
OFFICE SUPPLIES	76.07	4,241.40	4,500.00	258.60	94.25
OTHER COMMUNICATIONS	0.00	2,828.80	3,000.00	171.20	94.29
UTILITIES	49.19	1,041.25	1,300.00	258.75	80.10
RENT-BUILDINGS	0.00	5,300.00	5,300.00	0.00	100.00
LEASE-EQUIPMENT	0.00	970.99	1,250.00	279.01	77.68
INSURANCE-VEHICLE	0.00	1,206.67	1,207.00	0.33	99.97
INSURANCE-PROF LIAB	0.00	1,127.45	1,128.00	0.55	99.95
EQUIPMENT	0.00	3,137.50	3,200.00	62.50	98.05
TOTAL OPERATING COSTS	\$5,349.98	\$73,890.71	\$76,187.00	\$2,296.29	96.99
TOTAL EXPENDITURES	\$10,162.85	\$150,840.86	\$154,514.00	\$3,673.14	97.62
SURPLUS (DEFICIT) TO FUND BALANCE	\$26,009.33	(\$3.32)	(\$0.00)	\$3.32	0.00

TOE RIVER HEALTH DISTRICT
30Y - COMMUNICABLE DISEASE/YANCEY
FROM 07/01/2018 TO 06/30/2019

	Current Actual	YTD Actual	Annual Budget	Remaining Budget	%
R E V E N U E					
STATE REVENUE	(\$0.00)	\$11,091.00	\$11,091.00	(\$0.00)	100.00
PROGRAM ADJUSTMENT	(0.00)	(0.00)	24,402.00	24,402.00	0.00
TOTAL REVENUES	(\$0.00)	\$11,091.00	\$35,493.00	\$24,402.00	31.25
E X P E N D I T U R E S					
PERSONNEL:					
SALARY	\$1,134.44	\$20,752.60	\$22,879.00	\$2,126.40	90.71
FRINGE BENEFITS	332.77	5,808.83	6,453.00	644.17	90.02
ADMIN SALARY & BENEFITS	217.93	4,186.00	4,698.00	512.00	89.10
LAB SALARY & BENEFITS	0.00	83.76	254.00	170.24	32.98
TOTAL: PERSONNEL	\$1,685.14	\$30,831.19	\$34,284.00	\$3,452.81	89.93
OPERATING COSTS:					
WORKERS' COMPENSATION	\$0.00	\$205.28	\$206.00	\$0.72	99.65
CONTINUING EDUCATION	0.00	250.00	250.00	0.00	100.00
LABORATORY EXPENSE	67.00	465.00	504.00	39.00	92.26
INSURANCE-PROF LIAB	0.00	248.80	249.00	0.20	99.92
TOTAL OPERATING COSTS	\$67.00	\$1,169.08	\$1,209.00	\$39.92	96.70
TOTAL EXPENDITURES	\$1,752.14	\$32,000.27	\$35,493.00	\$3,492.73	90.16
SURPLUS (DEFICIT) TO FUND BALANCE	(\$1,752.14)	(\$20,909.27)	(\$0.00)	\$20,909.27	0.00

TOE RIVER HEALTH DISTRICT
31Y - HIV/STD CONTROL/YANCEY
FROM 07/01/2018 TO 06/30/2019

	Current Actual	YTD Actual	Annual Budget	Remaining Budget	%
R E V E N U E					
STATE REVENUE	\$24.00	\$668.07	\$677.00	\$8.93	98.68
MEDICAID REIMBURSEMENT	283.80	1,306.57	305.00	(1,001.57)	428.38
INSURANCE REVENUE	84.54	84.54	415.00	330.46	20.37
PROGRAM ADJUSTMENT	(0.00)	(0.00)	22,016.00	22,016.00	0.00
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TOTAL REVENUES	\$392.34	\$2,059.18	\$23,413.00	\$21,353.82	8.80
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E X P E N D I T U R E S					
PERSONNEL:					
SALARY	\$916.38	\$10,366.36	\$10,611.00	\$244.64	97.69
FRINGE BENEFITS	244.10	2,715.75	2,829.00	113.25	96.00
ADMIN SALARY & BENEFITS	243.95	2,987.93	3,114.00	126.07	95.95
LAB SALARY & BENEFITS	481.90	5,896.06	6,076.00	179.94	97.04
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TOTAL: PERSONNEL	\$1,886.33	\$21,966.10	\$22,630.00	\$663.90	97.07
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OPERATING COSTS:					
WORKERS' COMPENSATION	\$0.00	\$252.05	\$253.00	\$0.95	99.62
MEDICAL SUPPLIES	0.00	88.00	100.00	12.00	88.00
DRUGS	0.00	68.06	124.00	55.94	54.89
INSURANCE-PROF LIAB	0.00	305.48	306.00	0.52	99.83
<hr/>					
TOTAL OPERATING COSTS	\$0.00	\$713.59	\$783.00	\$69.41	91.14
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TOTAL EXPENDITURES	\$1,886.33	\$22,679.69	\$23,413.00	\$733.31	96.87
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SURPLUS (DEFICIT) TO FUND BALANCE	(\$1,493.99)	(\$20,620.51)	(\$0.00)	\$20,620.51	0.00

	Current Actual	YTD Actual	Annual Budget	Remaining Budget	%
R E V E N U E					
STATE REVENUE	(\$0.00)	\$1,561.00	\$1,561.00	(\$0.00)	100.00
MEDICAID REIMBURSEMENT	(0.00)	11.18	6.00	(5.18)	186.33
INSURANCE REVENUE	(0.00)	362.94	217.00	(145.94)	167.25
PROGRAM ADJUSTMENT	(0.00)	(0.00)	18,548.00	18,548.00	0.00
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TOTAL REVENUES	(\$0.00)	\$1,935.12	\$20,332.00	\$18,396.88	9.52
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E X P E N D I T U R E S					
PERSONNEL:					
SALARY	\$589.97	\$7,522.17	\$12,150.00	\$4,627.83	61.91
FRINGE BENEFITS	214.60	2,681.69	3,619.00	937.31	74.10
ADMIN SALARY & BENEFITS	119.51	1,604.95	1,841.00	236.05	87.18
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TOTAL: PERSONNEL	\$924.08	\$11,808.81	\$17,610.00	\$5,801.19	67.06
OPERATING COSTS:					
WORKERS' COMPENSATION	\$0.00	\$124.73	\$125.00	\$0.27	99.78
CONTRACTED SERVICES	0.00	539.67	673.00	133.33	80.19
TRAVEL	0.00	0.00	236.00	236.00	0.00
CONTINUING EDUCATION	0.00	0.00	118.00	118.00	0.00
DRUGS	0.00	1,076.24	1,300.00	223.76	82.79
X-RAY EXPENSE	73.24	73.24	118.00	44.76	62.07
INSURANCE-PROF LIAB	0.00	151.17	152.00	0.83	99.45
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TOTAL OPERATING COSTS	\$73.24	\$1,965.05	\$2,722.00	\$756.95	72.19
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TOTAL EXPENDITURES	\$997.32	\$13,773.86	\$20,332.00	\$6,558.14	67.74
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SURPLUS (DEFICIT) TO FUND BALANCE	(\$997.32)	(\$11,838.74)	(\$0.00)	\$11,838.74	0.00

TOE RIVER HEALTH DISTRICT
33Y - BREAST & CERVICAL CANCER/YANCEY
FROM 07/01/2018 TO 06/30/2019

	Current Actual	YTD Actual	Annual Budget	Remaining Budget	%
R E V E N U E					
STATE REVENUE	\$1,530.00	\$8,415.00	\$9,150.00	\$735.00	91.97
PROGRAM ADJUSTMENT	(0.00)	(0.00)	16,279.00	16,279.00	0.00
TOTAL REVENUES	\$1,530.00	\$8,415.00	\$25,429.00	\$17,014.00	33.09
E X P E N D I T U R E S					
PERSONNEL:					
SALARY	\$756.47	\$10,139.66	\$10,819.00	\$679.34	93.72
FRINGE BENEFITS	261.45	2,816.09	2,960.00	143.91	95.14
ADMIN SALARY & BENEFITS	151.19	2,027.90	2,190.00	162.10	92.60
LAB SALARY & BENEFITS	0.00	42.15	89.00	46.85	47.36
TOTAL: PERSONNEL	\$1,169.11	\$15,025.80	\$16,058.00	\$1,032.20	93.57
OPERATING COSTS:					
WORKERS' COMPENSATION	\$0.00	\$179.30	\$180.00	\$0.70	99.61
CONTRACTED SERVICES	462.62	3,080.14	8,021.00	4,940.86	38.40
TRAVEL	30.50	139.29	742.00	602.71	18.77
LABORATORY EXPENSE	0.00	0.00	210.00	210.00	0.00
INSURANCE-PROF LIAB	0.00	217.30	218.00	0.70	99.68
TOTAL OPERATING COSTS	\$493.12	\$3,616.03	\$9,371.00	\$5,754.97	38.59
TOTAL EXPENDITURES	\$1,662.23	\$18,641.83	\$25,429.00	\$6,787.17	73.31
SURPLUS (DEFICIT) TO FUND BALANCE	(\$132.23)	(\$10,226.83)	(\$0.00)	\$10,226.83	0.00

TOE RIVER HEALTH DISTRICT
 35 - MOUNTAIN AIR BCCCP/YANCEY
 FROM 07/01/2018 TO 05/30/2019

	Current Actual	YTD Actual	Annual Budget	Remaining Budget	%
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R E V E N U E

GRANTS	(\$482.64)	\$763.62	\$1,247.00	\$483.38	61.24

TOTAL REVENUES	(\$482.64)	\$763.62	\$1,247.00	\$483.38	61.24
=====					

E X P E N D I T U R E S

OPERATING COSTS:					
CONTRACTED SERVICES	\$93.48	\$763.62	\$1,247.00	\$483.38	61.24

TOTAL OPERATING COSTS	\$93.48	\$763.62	\$1,247.00	\$483.38	61.24

TOTAL EXPENDITURES	\$93.48	\$763.62	\$1,247.00	\$483.38	61.24

SURPLUS (DEFICIT) TO FUND BALANCE	(\$576.12)	(\$0.00)	(\$0.00)	(\$0.00)	0.00

	Current Actual	YTD Actual	Annual Budget	Remaining Budget	%
R E V E N U E					
MEDICAID REIMBURSEMENT	\$34.16	\$211.96	\$256.00	\$44.04	82.80
FEES & SERVICES	332.25	2,786.42	2,562.00	(224.42)	108.76
INSURANCE REVENUE	40.00	609.30	1,430.00	820.70	42.61
PROGRAM ADJUSTMENT	(0.00)	(0.00)	29,295.00	29,295.00	0.00

TOTAL REVENUES	\$406.41	\$3,607.68	\$33,543.00	\$29,935.32	10.76
=====					
E X P E N D I T U R E S					
PERSONNEL:					
SALARY	\$1,009.29	\$9,241.88	\$9,417.00	\$175.12	98.14
FRINGE BENEFITS	277.36	2,588.98	2,678.00	89.02	96.68
ADMIN SALARY & BENEFITS	377.50	4,159.16	4,319.00	159.84	96.30
LAB SALARY & BENEFITS	1,254.88	14,679.88	15,021.00	341.12	97.73

TOTAL: PERSONNEL	\$2,919.03	\$30,669.90	\$31,435.00	\$765.10	97.57
OPERATING COSTS:					
WORKERS' COMPENSATION	\$0.00	\$389.78	\$390.00	\$0.22	99.94
LABORATORY EXPENSE	323.38	937.24	1,245.00	307.76	75.28
INSURANCE-PROF LIAB	0.00	472.40	473.00	0.60	99.87

TOTAL OPERATING COSTS	\$323.38	\$1,799.42	\$2,108.00	\$308.58	85.36

TOTAL EXPENDITURES	\$3,242.41	\$32,469.32	\$33,543.00	\$1,073.68	96.80

SURPLUS (DEFICIT) TO FUND BALANCE	(\$2,836.00)	(\$28,861.64)	(\$0.00)	\$28,861.64	0.00

	Current Actual	YTD Actual	Annual Budget	Remaining Budget	%
R E V E N U E					
MEDICAID REIMBURSEMENT	\$1,992.37	\$14,840.03	\$16,600.00	\$1,759.97	89.40
FEES & SERVICES	1,654.67	18,914.15	24,700.00	5,785.85	76.58
MEDICARE REVENUE	377.25	9,408.65	8,500.00	(908.65)	110.69
INSURANCE REVENUE	2,686.24	17,581.93	18,000.00	418.07	97.68
PROGRAM ADJUSTMENT	(0.00)	(0.00)	131,415.00	131,415.00	0.00
TOTAL REVENUES	\$6,710.53	\$60,744.76	\$199,215.00	\$138,470.24	30.49
E X P E N D I T U R E S					
PERSONNEL:					
SALARY	\$8,194.14	\$103,491.76	\$118,785.00	\$15,293.24	87.13
FRINGE BENEFITS	2,384.35	28,619.63	37,086.00	8,466.37	77.17
ADMIN SALARY & BENEFITS	1,571.27	20,763.54	21,764.00	1,000.46	95.40
LAB SALARY & BENEFITS	0.00	33.49	200.00	166.51	16.75
TOTAL: PERSONNEL	\$12,149.76	\$152,908.42	\$177,835.00	\$24,926.58	85.98
OPERATING COSTS:					
WORKERS' COMPENSATION	\$0.00	\$1,369.40	\$1,370.00	\$0.60	99.96
CONTRACTED SERVICES	1,125.00	5,075.00	13,400.00	8,325.00	37.87
TRAVEL	0.00	152.00	1,000.00	848.00	15.20
CONTINUING EDUCATION	0.00	874.00	1,500.00	626.00	58.27
MEDICAL SUPPLIES	0.00	471.25	1,000.00	528.75	47.13
DRUGS	0.00	46.02	500.00	453.98	9.20
OFFICE SUPPLIES	0.00	27.35	100.00	72.65	27.35
LABORATORY EXPENSE	0.00	60.00	500.00	440.00	12.00
SERVICE & MAINT AGREEMENTS	0.00	350.00	350.00	0.00	100.00
INSURANCE-PROF LIAB	0.00	1,659.68	1,660.00	0.32	99.98
TOTAL OPERATING COSTS	\$1,125.00	\$10,084.70	\$21,380.00	\$11,295.30	47.17
TOTAL EXPENDITURES	\$13,274.76	\$162,993.12	\$199,215.00	\$36,221.88	81.82
SURPLUS (DEFICIT) TO FUND BALANCE	(\$6,564.23)	(\$102,248.36)	(\$0.00)	\$102,248.36	0.00

TOE RIVER HEALTH DISTRICT
42Y - SCHOOL HEALTH CENTERS/YANCEY
FROM 07/01/2018 TO 06/30/2019

	Current Actual	YTD Actual	Annual Budget	Remaining Budget	%
R E V E N U E					
STATE REVENUE	(\$0.00)	\$88,880.00	\$88,880.00	(\$0.00)	100.00
MEDICAID REIMBURSEMENT	2,250.99	59,572.24	49,000.00	(10,572.24)	121.58
FEES & SERVICES	(0.00)	537.32	(0.00)	(537.32)	0.00
FUNDRAISING	209.00	571.00	(0.00)	(571.00)	0.00
LOCAL APPROPRIATION	(0.00)	20,000.00	20,000.00	(0.00)	100.00
INSURANCE REVENUE	1,039.12	23,844.48	22,300.00	(1,544.48)	106.93
OTHER REVENUE	(82,061.29)	14,202.82	51,959.00	37,756.18	27.33
GRANTS	(0.00)	15,309.00	15,309.00	(0.00)	100.00
TOTAL REVENUES	(\$78,562.18)	\$222,916.86	\$247,448.00	\$24,531.14	90.09
E X P E N D I T U R E S					
PERSONNEL:					
SALARY	\$3,596.37	\$135,081.66	\$146,834.00	\$11,752.34	92.00
FRINGE BENEFITS	565.47	26,751.06	33,338.00	6,586.94	80.24
ADMIN SALARY & BENEFITS	618.18	25,525.59	29,148.00	3,622.41	87.57
TOTAL: PERSONNEL	\$4,780.02	\$187,358.31	\$209,320.00	\$21,961.69	89.51
OPERATING COSTS:					
WORKERS' COMPENSATION	\$0.00	\$2,421.80	\$2,422.00	\$0.20	99.99
CONTRACTED SERVICES	0.00	780.00	800.00	20.00	97.50
TRAVEL	1,582.35	2,720.17	2,850.00	129.83	95.44
CONTINUING EDUCATION	0.00	715.00	750.00	35.00	95.33
MEDICAL SUPPLIES	0.00	2,037.88	3,000.00	962.12	67.93
DRUGS	0.00	22,282.98	23,000.00	717.02	96.88
OFFICE SUPPLIES	0.00	1,142.05	1,500.00	357.95	76.14
LABORATORY SUPPLIES	0.00	0.00	150.00	150.00	0.00
OTHER COMMUNICATIONS	45.22	523.52	720.00	196.48	72.71
INSURANCE-PROF LIAB	0.00	2,935.15	2,936.00	0.85	99.97
TOTAL OPERATING COSTS	\$1,627.57	\$35,558.55	\$38,128.00	\$2,569.45	93.26
TOTAL EXPENDITURES	\$6,407.59	\$222,916.86	\$247,448.00	\$24,531.14	90.09
SURPLUS (DEFICIT) TO FUND BALANCE	(\$84,969.77)	\$0.00	(\$0.00)	(\$0.00)	0.00

TOE RIVER HEALTH DISTRICT
43Y - IMMUNIZATION ACTION PLAN/YANCEY
FROM 07/01/2018 TO 06/30/2019

	Current Actual	YTD Actual	Annual Budget	Remaining Budget	%
R E V E N U E					
STATE REVENUE	(\$627.50)	\$7,214.00	\$7,214.00	(\$0.00)	100.00
MEDICAID REIMBURSEMENT	214.96	6,227.14	5,390.00	(837.14)	115.53
INSURANCE REVENUE	2,179.43	29,157.64	19,980.00	(9,177.64)	145.93
PROGRAM ADJUSTMENT	(0.00)	(0.00)	61,065.00	61,065.00	0.00

TOTAL REVENUES	\$1,766.89	\$42,598.78	\$93,649.00	\$51,050.22	45.49
=====					
E X P E N D I T U R E S					
PERSONNEL:					
SALARY	\$1,912.50	\$31,344.68	\$33,009.00	\$1,664.32	94.96
FRINGE BENEFITS	623.24	9,433.24	10,305.00	871.76	91.54
ADMIN SALARY & BENEFITS	376.64	6,432.81	7,100.00	667.19	90.60

TOTAL: PERSONNEL	\$2,912.38	\$47,210.73	\$50,414.00	\$3,203.27	93.65
OPERATING COSTS:					
WORKERS' COMPENSATION	\$0.00	\$927.66	\$928.00	\$0.34	99.96
TRAVEL	0.00	37.70	330.00	292.30	11.42
DRUGS	5,741.22	37,861.78	39,832.00	1,970.22	95.05
OFFICE SUPPLIES	0.00	150.46	1,020.00	869.54	14.75
INSURANCE-PROF LIAB	0.00	1,124.30	1,125.00	0.70	99.94

TOTAL OPERATING COSTS	\$5,741.22	\$40,101.90	\$43,235.00	\$3,133.10	92.75

TOTAL EXPENDITURES	\$8,653.60	\$87,312.63	\$93,649.00	\$6,336.37	93.23

SURPLUS (DEFICIT) TO FUND BALANCE	(\$6,886.71)	(\$44,713.85)	(\$0.00)	\$44,713.85	0.00

TOE RIVER HEALTH DISTRICT
50Y - EH ON-SITE/YANCEY
FROM 07/01/2018 TO 06/30/2019

	Current Actual	YTD Actual	Annual Budget	Remaining Budget	%
R E V E N U E					
FEES & SERVICES	\$7,040.00	\$63,990.95	\$52,650.00	(\$11,340.95)	121.54
PROGRAM ADJUSTMENT	(0.00)	(0.00)	75,274.00	75,274.00	0.00

TOTAL REVENUES	\$7,040.00	\$63,990.95	\$127,924.00	\$63,933.05	50.02
=====					
E X P E N D I T U R E S					
PERSONNEL:					
SALARY	\$5,723.71	\$60,430.68	\$73,570.00	\$13,139.32	82.14
FRINGE BENEFITS	1,585.01	18,002.34	22,548.00	4,545.66	79.84
ADMIN SALARY & BENEFITS	1,102.69	12,574.37	13,033.00	458.63	96.48
LAB SALARY & BENEFITS	115.10	1,691.29	2,219.00	527.71	76.22

TOTAL: PERSONNEL	\$8,526.51	\$92,698.68	\$111,370.00	\$18,671.32	83.23
OPERATING COSTS:					
WORKERS' COMPENSATION	\$0.00	\$1,088.77	\$1,089.00	\$0.23	99.98
TRAVEL	0.00	80.00	333.00	253.00	24.02
CONTINUING EDUCATION	0.00	125.00	233.00	108.00	53.65
VEHICLE SUPPLIES & MATERIALS	449.52	3,052.59	4,833.00	1,780.41	63.16
OFFICE SUPPLIES	0.00	568.05	1,333.00	764.95	42.61
LABORATORY SUPPLIES	0.00	3,958.00	4,333.00	375.00	91.35
OTHER COMMUNICATIONS	45.22	558.77	1,500.00	941.23	37.25
OTHER EXPENSE	0.00	0.00	166.00	166.00	0.00
INSURANCE-VEHICLE	0.00	1,413.66	1,414.00	0.34	99.98
INSURANCE-PROF LIAB	0.00	1,319.56	1,320.00	0.44	99.97

TOTAL OPERATING COSTS	\$494.74	\$12,164.40	\$16,554.00	\$4,389.60	73.48

TOTAL EXPENDITURES	\$9,021.25	\$104,863.08	\$127,924.00	\$23,060.92	81.97

SURPLUS (DEFICIT) TO FUND BALANCE	(\$1,981.25)	(\$40,872.13)	(\$0.00)	\$40,872.13	0.00

TOE RIVER HEALTH DISTRICT
51Y - FOOD & LODGING/YANCEY
FROM 07/01/2018 TO 06/30/2019

	Current Actual	YTD Actual	Annual Budget	Remaining Budget	%
R E V E N U E					
STATE REVENUE	(\$0.00)	\$2,484.00	\$2,484.00	(\$0.00)	100.00
STATE REVENUE-TEMP FOOD STANDS	(0.00)	825.00	725.00	(100.00)	113.79
FEES & SERVICES	525.00	2,325.00	1,150.00	(1,175.00)	202.17
PROGRAM ADJUSTMENT	(0.00)	(0.00)	44,631.00	44,631.00	0.00

TOTAL REVENUES	\$525.00	\$5,634.00	\$48,990.00	\$43,356.00	11.50
=====					
E X P E N D I T U R E S					
PERSONNEL:					
SALARY	\$2,396.15	\$13,155.18	\$29,663.00	\$16,507.82	44.35
FRINGE BENEFITS	902.16	3,227.16	8,367.00	5,139.84	38.57
ADMIN SALARY & BENEFITS	489.91	2,491.07	5,448.00	2,956.93	45.72

TOTAL: PERSONNEL	\$3,788.22	\$18,873.41	\$43,478.00	\$24,604.59	43.41
OPERATING COSTS:					
TRAVEL	\$0.00	\$9.93	\$400.00	\$390.07	2.48
CONTINUING EDUCATION	0.00	0.00	160.00	160.00	0.00
VEHICLE SUPPLIES & MATERIALS	0.00	314.12	2,160.00	1,845.88	14.54
OFFICE SUPPLIES	0.00	663.21	1,320.00	656.79	50.24
INSURANCE-VEHICLE	0.00	1,471.34	1,472.00	0.66	99.96

TOTAL OPERATING COSTS	\$0.00	\$2,458.60	\$5,512.00	\$3,053.40	44.60

TOTAL EXPENDITURES	\$3,788.22	\$21,332.01	\$48,990.00	\$27,657.99	43.54

SURPLUS (DEFICIT) TO FUND BALANCE	(\$3,263.22)	(\$15,698.01)	(\$0.00)	\$15,698.01	0.00

TOE RIVER HEALTH DISTRICT
53Y - BUILDING INSPECTIONS/YANCEY
FROM 07/01/2018 TO 06/30/2019

Current Actual YTD Actual Annual Budget Remaining Budget %

R E V E N U E

LOCAL APPROPRIATION	(\$0.00)	(\$0.00)	\$12,500.00	\$12,500.00	0.00

TOTAL REVENUES	(\$0.00)	(\$0.00)	\$12,500.00	\$12,500.00	0.00
=====					

E X P E N D I T U R E S

PERSONNEL:					
SALARY	\$1,901.75	\$7,591.65	\$7,800.00	\$208.35	97.33
FRINGE BENEFITS	744.46	2,951.72	3,100.00	148.28	95.22
ADMIN SALARY & BENEFITS	393.05	1,577.62	1,600.00	22.38	98.60

TOTAL: PERSONNEL	\$3,039.26	\$12,120.99	\$12,500.00	\$379.01	96.97
OPERATING COSTS:					

TOTAL OPERATING COSTS	\$0.00	\$0.00	\$0.00	\$0.00	0.00
TOTAL EXPENDITURES	\$3,039.26	\$12,120.99	\$12,500.00	\$379.01	96.97
SURPLUS (DEFICIT) TO FUND BALANCE	(\$3,039.26)	(\$12,120.99)	(\$0.00)	\$12,120.99	0.00

TOE RIVER HEALTH DISTRICT
60Y - HEALTH PROMOTION/YANCEY
FROM 07/01/2018 TO 06/30/2019

	Current Actual	YTD Actual	Annual Budget	Remaining Budget	%
R E V E N U E					
STATE REVENUE	\$10,962.56	\$39,273.60	\$40,331.00	\$1,057.40	97.38
TOTAL REVENUES	\$10,962.56	\$39,273.60	\$40,331.00	\$1,057.40	97.38
E X P E N D I T U R E S					
PERSONNEL:					
SALARY	\$1,570.59	\$19,245.03	\$19,636.00	\$390.97	98.01
FRINGE BENEFITS	253.76	3,106.12	3,433.00	326.88	90.48
ADMIN SALARY & BENEFITS	270.98	3,515.72	3,543.00	27.28	99.23
TOTAL: PERSONNEL	\$2,095.33	\$25,866.87	\$26,612.00	\$745.13	97.20
OPERATING COSTS:					
WORKERS' COMPENSATION	\$0.00	\$278.04	\$279.00	\$0.96	99.66
TRAVEL	104.49	880.18	1,000.00	119.82	88.02
OFFICE SUPPLIES	337.30	10,939.78	10,945.00	5.22	99.95
OTHER COMMUNICATIONS	15.07	174.52	224.00	49.48	77.91
ADVERTISING	75.00	797.23	934.00	136.77	85.36
INSURANCE-PROF LIAB	0.00	336.98	337.00	0.02	99.99
TOTAL OPERATING COSTS	\$531.86	\$13,406.73	\$13,719.00	\$312.27	97.72
TOTAL EXPENDITURES	\$2,627.19	\$39,273.60	\$40,331.00	\$1,057.40	97.38
SURPLUS (DEFICIT) TO FUND BALANCE	\$8,335.37	(\$0.00)	(\$0.00)	\$0.00	0.00

TOE RIVER HEALTH DISTRICT
 72Y - WIC-GENERAL ADMINISTRATION/YANCEY
 FROM 07/01/2018 TO 06/30/2019

	Current Actual	YTD Actual	Annual Budget	Remaining Budget	%
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R E V E N U E

STATE REVENUE	\$620.00	\$7,319.00	\$6,699.00	(\$620.00)	109.26
PROGRAM ADJUSTMENT	(0.00)	(0.00)	4,587.00	4,587.00	0.00

TOTAL REVENUES	\$620.00	\$7,319.00	\$11,286.00	\$3,967.00	64.85
=====					

E X P E N D I T U R E S

PERSONNEL:					
SALARY	\$42.75	\$435.98	\$469.00	\$33.02	92.96
FRINGE BENEFITS	13.44	139.28	174.00	34.72	80.05
ADMIN SALARY & BENEFITS	897.87	10,538.57	10,593.00	54.43	99.49

TOTAL: PERSONNEL	\$954.06	\$11,113.83	\$11,236.00	\$122.17	98.91
OPERATING COSTS:					
TRAVEL	\$0.00	\$13.25	\$50.00	\$36.75	26.50

TOTAL OPERATING COSTS	\$0.00	\$13.25	\$50.00	\$36.75	26.50

TOTAL EXPENDITURES	\$954.06	\$11,127.08	\$11,286.00	\$158.92	98.59

SURPLUS (DEFICIT) TO FUND BALANCE	(\$334.06)	(\$3,808.08)	(\$0.00)	\$3,808.08	0.00

TOE RIVER HEALTH DISTRICT
 73Y - WIC-CLIENT SERVICES/YANCEY
 FROM 07/01/2018 TO 06/30/2019

	Current Actual	YTD Actual	Annual Budget	Remaining Budget	%
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R E V E N U E

STATE REVENUE	\$9,330.90	\$36,968.04	\$37,618.00	\$649.96	98.27
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TOTAL REVENUES	\$9,330.90	\$36,968.04	\$37,618.00	\$649.96	98.27
=====	=====	=====	=====	=====	=====

E X P E N D I T U R E S

PERSONNEL:

SALARY	\$1,720.43	\$18,602.50	\$18,877.00	\$274.50	98.55
FRINGE BENEFITS	671.08	6,488.40	6,767.00	278.60	95.88
LAB SALARY & BENEFITS	459.66	5,554.31	5,596.00	41.69	99.26
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TOTAL: PERSONNEL	\$2,851.17	\$30,645.21	\$31,240.00	\$594.79	98.10

OPERATING COSTS:

WORKERS' COMPENSATION	\$0.00	\$394.97	\$395.00	\$0.03	99.99
TRAVEL	90.00	870.35	875.00	4.65	99.47
OFFICE SUPPLIES	0.00	174.77	224.00	49.23	78.02
INSURANCE-PROF LIAB	0.00	478.69	479.00	0.31	99.94
EQUIPMENT	0.00	4,404.05	4,405.00	0.95	99.98
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TOTAL OPERATING COSTS	\$90.00	\$6,322.83	\$6,378.00	\$55.17	99.13

TOTAL EXPENDITURES	\$2,941.17	\$36,968.04	\$37,618.00	\$649.96	98.27
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SURPLUS (DEFICIT) TO FUND BALANCE	\$6,389.73	\$0.00	(\$0.00)	(\$0.00)	0.00
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TOE RIVER HEALTH DISTRICT
74Y - WIC-NUTRITION EDUCATION/YANCEY
FROM 07/01/2018 TO 06/30/2019

	Current Actual	YTD Actual	Annual Budget	Remaining Budget	%
R E V E N U E					
STATE REVENUE	\$5,916.28	\$36,690.16	\$36,276.00	(\$414.16)	101.14
PROGRAM ADJUSTMENT	(0.00)	(0.00)	7,335.00	7,335.00	0.00

TOTAL REVENUES	\$5,916.28	\$36,690.16	\$43,611.00	\$6,920.84	84.13
=====					
E X P E N D I T U R E S					
PERSONNEL:					
SALARY	\$2,270.50	\$27,096.20	\$32,223.00	\$5,126.80	84.09
FRINGE BENEFITS	866.96	8,553.75	9,743.00	1,189.25	87.79

TOTAL: PERSONNEL	\$3,137.46	\$35,649.95	\$41,966.00	\$6,316.05	84.95
OPERATING COSTS:					
WORKERS' COMPENSATION	\$0.00	\$449.54	\$450.00	\$0.46	99.90
TRAVEL	0.00	20.00	420.00	400.00	4.76
CONTINUING EDUCATION	0.00	0.00	168.00	168.00	0.00
OFFICE SUPPLIES	0.00	25.84	62.00	36.16	41.68
INSURANCE-PROF LIAB	0.00	544.83	545.00	0.17	99.97

TOTAL OPERATING COSTS	\$0.00	\$1,040.21	\$1,645.00	\$604.79	63.23

TOTAL EXPENDITURES	\$3,137.46	\$36,690.16	\$43,611.00	\$6,920.84	84.13

SURPLUS (DEFICIT) TO FUND BALANCE	\$2,778.82	(\$0.00)	(\$0.00)	\$0.00	0.00

	Current Actual	YTD Actual	Annual Budget	Remaining Budget	%
R E V E N U E					
STATE REVENUE	\$198.00	\$360.27	\$590.00	\$229.73	61.06
TOTAL REVENUES	\$198.00	\$360.27	\$590.00	\$229.73	61.06
E X P E N D I T U R E S					
PERSONNEL:					
SALARY	(\$116.66)	\$232.70	\$454.00	\$221.30	51.26
FRINGE BENEFITS	116.66	127.57	136.00	8.43	93.80
TOTAL: PERSONNEL	\$0.00	\$360.27	\$590.00	\$229.73	61.06
OPERATING COSTS:					
TOTAL OPERATING COSTS	\$0.00	\$0.00	\$0.00	\$0.00	0.00
TOTAL EXPENDITURES	\$0.00	\$360.27	\$590.00	\$229.73	61.06
SURPLUS (DEFICIT) TO FUND BALANCE	\$198.00	(\$0.00)	(\$0.00)	\$0.00	0.00

TOE RIVER HEALTH DISTRICT
76Y - BF PEER COUNSELING/YANCEY
FROM 07/01/2018 TO 06/30/2019

	Current Actual	YTD Actual	Annual Budget	Remaining Budget	%
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R E V E N U E

STATE REVENUE	\$264.00	\$3,346.00	\$3,082.00	(\$264.00)	108.57
PROGRAM ADJUSTMENT	(0.00)	(0.00)	1,025.00	1,025.00	0.00

TOTAL REVENUES	\$264.00	\$3,346.00	\$4,107.00	\$761.00	81.47
=====					

E X P E N D I T U R E S

PERSONNEL:					
SALARY	\$281.79	\$2,525.78	\$2,562.00	\$36.22	98.59
FRINGE BENEFITS	22.54	277.30	295.00	17.70	94.00
ADMIN SALARY & BENEFITS	45.20	469.70	486.00	16.30	96.65

TOTAL: PERSONNEL	\$349.53	\$3,272.78	\$3,343.00	\$70.22	97.90
OPERATING COSTS:					
WORKERS' COMPENSATION	\$0.00	\$28.58	\$29.00	\$0.42	98.55
TRAVEL	0.00	384.34	500.00	115.66	76.87
OTHER COMMUNICATIONS	15.07	174.46	200.00	25.54	87.23
INSURANCE-PROF LIAB	0.00	34.64	35.00	0.36	98.97

TOTAL OPERATING COSTS	\$15.07	\$622.02	\$764.00	\$141.98	81.42

TOTAL EXPENDITURES	\$364.60	\$3,894.80	\$4,107.00	\$212.20	94.83

SURPLUS (DEFICIT) TO FUND BALANCE	(\$100.60)	(\$548.80)	(\$0.00)	\$548.80	0.00

	<u>AVERY</u>	<u>MITCHELL</u>	<u>YANCEY</u>	<u>TOTAL</u>
September 18, 2018	751,211.04	712,945.04	737,939.92	2,202,096.00
FY 2018-19 Surplus/(Deficit)	<u>41,551.58</u>	<u>(57,671.44)</u>	<u>(44,386.79)</u>	<u>(60,506.65)</u>
Balance June 30, 2019	792,762.62	655,273.60	693,553.13	2,141,589.35

YANCEY COUNTY ANIMAL ORDINANCE

PART I ADMINISTRATION

SECTION 01

AUTHORITY

This Ordinance is adopted pursuant to the authority vested in Yancey County by the General Statutes of North Carolina, particularly *N.C.G.S. 153A-121 General Ordinance making Power, and other applicable laws.*

SECTION 02

PURPOSE

It is the purpose of this ordinance to prohibit certain acts, omissions and conditions which interfere with the health, safety and general welfare of the inhabitants of Yancey County; to make unlawful, the acts of animals that interfere with the enjoyment of property or the peace and safety of the community; to protect animals from abuse or other conditions harmful to their well-being; and to authorize the performance of any other duties authorized by applicable local and state laws. These ordinances are meant to supplement N.C.G.S.A. § 14-360 to 14-363; § 19A-1 - 70; § 19A-1 - 70; § 160A-182, § 14-177; § 153A-127, N.C.G.S.A. § 67-1 to 18; N.C.G.S.A. § N.C.G.S.A. § 14-81 to 82; N.C.G.S.A. § 19A-20 to 41; § 67-1 - 36; § 90-187.7; § 130A-184 to 201; § 160A-186; § 160A-212; § 14-4.

SECTION 03

RELATION TO HUNTING LAWS

Nothing in this ordinance is intended to be in conflict with the laws of the state regulating, restricting, authorizing or otherwise affecting dogs while used in hunting; but this exception applies only while the dogs are under the control of the owner or competent person and are lawfully being used for hunting or training for hunting in compliance with applicable statutes, regulations and ordinances. This ordinance should be read and enforced consistent with any such law.

TITLE

This Ordinance shall be known as the Yancey County Animal Ordinance.

SECTION 04

JURISDICTION

The Yancey County Sheriff's Office shall be in charge of enforcing this ordinance and state laws applicable to criminal welfare within all areas of Yancey County. Law Enforcement Officers associated with a municipality may also enforce this Ordinance if the municipality has a resolution or ordinance adopting these Ordinances.

SECTION 05

SEVERABILITY AND CONFLICTING ORDINANCES

If any section, specific provision, or standard of this Ordinance is found by a court of competent jurisdiction to be invalid for any reason, the decision of the court shall not affect the validity of any other section, provision or standard of this Ordinance which shall remain in full force and effect.

SECTION 06

RELATION TO OTHER ORDINANCES This Ordinance is not intended to interfere with, abrogate or annul any other ordinances, rules, regulations or other provisions of law. If the provisions of this Ordinance conflict with provisions of any other validly enforceable ordinance(s) or laws, the most stringent provisions shall apply.

PART II GENERAL

SECTION 07

DEFINITIONS

(a) For the purpose of this ordinance, shall apply to dogs.

- (1) **Abandon:** To forsake, or give up a dog under the custody or possession of a person without having secured another owner or custodian or otherwise failing to make reasonable arrangements for adequate food, shelter and water as defined below.
- (2) **Abuse:** Willful injury to or mistreatment of a dog, but not to include the legal euthanization of a dog.
- (3) **Adequate Food:** The provision at suitable intervals, at least every 24 hours, of a quantity of foodstuff suitable for the species, and sufficient to maintain the dogs' health and well-being, provided in a sanitary manner. Such foodstuff shall be provided in a receptacle, dish or other container.
 - a. **Adequate Shelter:** A shelter which will keep a dog dry, out of the direct path of winds, rain and direct sun, and at a temperature level that is healthful for the animal. The shelter shall be a windproof and moisture proof structure of suitable size to accommodate the animal and retention of body heat. It shall include a roof and enclosures on all side, with an opening large enough to allow access to the animal, but placed in such a way as to keep the animal out of the direct path of winds and rain. Adequate bedding material should be provided when forecasted temperatures are below freezing. The containment area shall be free of accumulated waste and debris so that the animal shall be free to walk or lie down without coming in contact with any such waste or debris, and a suitable method of draining shall be provided to rapidly eliminate excess water or moisture. The containment area shall be free of physical hazards or conditions detrimental to the health or general welfare of the animal. The enclosure shall be ventilated and must have sufficient room for the dog(s) to move around freely and to lie down comfortably. Examples of inadequate shelter, include, but are not limited to, the following:
 - i. Underneath outside steps, decks and stoops.

- ii. Inside or underneath motor vehicles.
- iii. Inside cardboard boxes.
- iv. Inside temporary animal carriers or crates.
- v. Shelters surrounded by debris, obstructions or impediments that may endanger an animal.

- (4) **Adequate Water:** Access to a supply of liquid, unfrozen water that is clean, fresh and visibly free of debris and organic material, provided in a sanitary manner. Water containers must be of sufficient size and placed to prevent accidental spilling by weather conditions or animal activity.
- (5) **At Large:** Any dog shall be deemed to be at large when it is off the property of its owner and not under the control of a competent person.
- (6) **Bite:** The act of a dog seizing the flesh with its teeth or jaws, so as to tear, pierce or injure the flesh.
- (7) **Competent Person:** A person of suitable age and discretion to keep a dog under sufficient restraint and control in order to prevent harm to the dog and to persons, other animals, including but not limited to domesticated livestock or property.
- (8) **Cruelty, Cruel Treatment, and Abuse:** Every act, omission or neglect whereby unjustifiable physical pain, suffering or death is caused or permitted or attempted to be caused or permitted against a dog, as well as acts or attempted acts of teasing, molesting, baiting or trapping of a dog unlawfully. Such acts or omissions shall include but not be limited to beating, kicking, hanging, submerging under water, suffocating, poisoning, setting on fire, and depriving of food, water or medical treatment, or otherwise subjecting the dog to conditions detrimental to its health or general welfare.
- (9) **Dangerous Canine Appeals Board:** The board appointed by the Yancey County Commissioners to hear appeals from the determination by the Yancey County Sheriff that a dog is a Dangerous Animal or a Potentially Dangerous Animal.
- (11) **Dog:** Any of various types or species of canine.
- (12) **Enclosure:** A pen or paddock with adequate and properly installed fencing. It is recommended that fenced lots for dogs are to be no less than 100 square feet and must provide adequate shelter as defined in these ordinances.
- (13) **Humane:** Characterized by kindness, compassion, mercy, and inflicting the minimum amount of pain.
- (14) **Imminent Peril:** A danger that is certain, immediate, and impending, that threatens the safety or life of a dog.
- (15) **Keeper:** Any person, acting in the capacity of the owner, or at the owner's request, who is responsible for the care, welfare, and maintenance of the dog.
- (16) **Lawful Hunt:** A hunt for lawful game conducted on public or private property with the consent of the owner or custodian of the property by a person with a valid license (if required) during the

lawful season for the game concerned using dogs customarily employed and suitable for such game.

- (17) **Neglect:** Failure of an owner/keeper of a dog to provide the dog with adequate food, water, shelter, or failure of an owner/keeper of a dog to obtain appropriate care and legally mandated vaccinations.
- (18) **Owner:** Any person, firm, corporation, or organization having custody, control, possession, or legal interest in a dog, including a dog's keeper or caretaker.
- (19) **Owner's Property:** That area described in a deed of conveyance or the area described in a lease. In a situation involving townhomes or condominiums, animal control will treat the common areas as being owned by the homeowners' association. In a situation involving leased apartments, animal control will treat the common areas as being owned by the lessor. A motor vehicle is not a part of the owner's property unless it is physically located on the area described in a deed of conveyance or the area described in a lease. A motor vehicle that is physically located in or on the common areas of townhomes, condominiums or leased apartments, or their public areas shall be treated as being off of the owner's property.
- (20) **Restraint:** A dog is under restraint within the meaning of this ordinance if it is controlled by means of a chain, leash, or other like device, under direct control of the owner/keeper and is obedient to that person or is within a secure enclosure.
- (21) **Sanitary:** Relating to health or the protection of health of dogs, areas should not have an excess of elements such as animal waste or pathogens that endanger health.
- (22) **Stray:** Any dog that is not on the property of its owner and is wandering at large, or is lost, or does not have any owner, or does not bear evidence of the identification of any owner, and is one that enters your property or residence or place of business.
- (23) **Suitable Size:** Enough room for a dog to be able to stand up and turn around comfortably.
- (24) **Tether:** A means by which a dog is fastened so that it can range within a reasonable radius.

SECTION 08

MISTREATMENT OF ANIMALS; PROHIBITED ACTS. This section is to supplement N.C.G.S. 14-360, Cruelty to Animals.

- (a) All dogs in the possession of any person shall be kept and treated under sanitary and humane conditions, and it shall be unlawful for any person to subject, or cause to be subjected, any dog to cruel treatment. It shall likewise be unlawful for any person to deprive, or cause to be deprived, any dog of adequate food and water, necessary medical attention, legally required vaccinations and adequate shelter.
- (b) Adequate food, water and shelter shall be provided as follows:
 - b. All dogs shall be given at suitable intervals, at least every 24 hours, a quantity of foodstuff suitable for the species, and sufficient to maintain the animal's health and

well-being, provided in a sanitary manner. Such foodstuff shall be provided in a receptacle, dish or other container.

- c. All dogs shall have access to a supply of clean, fresh water.
 - d. All dogs, shall be provided with adequate shelter from the weather and clean conditions at all times.
- (2) Every person who owns any pen, lot, kennel, shelter or other place where dogs are kept shall maintain the same in a reasonable sanitary manner.
- (3) It shall be unlawful to abandon a dog except to relinquish the animal to the animal shelter during normal business hours in accordance with policies and procedures then in effect at the animal shelter.

SECTION 09

CRUELTY TO ANIMALS This section is to supplement *N.C.G.S. 14-360, 14-361, 14-362 and 19A-23.*

- (a) It shall be unlawful for any person to molest, torture, torment, deprive of necessary sustenance, cruelly beat or treat, needlessly mutilate or kill, wound, injure, poison, abandon or subject any dog to conditions detrimental to its health or general welfare or to procure any such actions to be inflicted upon any animal.
- (1) Examples of cruel treatment include, but are not limited to, the following a-i; Exemptions are noted in N.C.G.S – 19A-1.1.
- a. Allowing a collar, rope, wire, or chain to become embedded in or cause injury to a dog's neck.
 - b. Allowing any dog to be left outside in inclement weather or extreme temperatures without adequate shelter.
 - c. Intentionally allowing dogs to engage in a fight.
 - d. Allowing dogs to live in unsanitary conditions.
 - e. Allowing dogs to live in crowded conditions. Dogs must have enough room to move freely within a reasonably clean enclosure.
 - f. Failure to relinquish an injured or sick dog when an owner is unable or unwilling to provide medical treatment.
 - g. Permitting any exhibit, function or activity where dogs are being cruelly treated or where animals run the risk of causing injury to the public or themselves.
 - h. Restraining a dog using a chain, rope, or wire grossly in excess of the size necessary to restrain the dog.
 - i. Abandoning a dog.

SECTION 10

STANDARD FOR TETHERING. This section is to supplement *N.C.G.S. 14-362.3, Restraining dogs in a cruel manner.*

It shall be unlawful to tether a dog with the use of a tether as follows:

- (a) A tether used in an area containing obstacles so as to prevent the dog from having access to food, water and shelter.
- (b) A tether used in connection with a chain and choke collar.

- (c) A tether exceeding ten percent (10%) of the dog's body weight.
- (d) A tether used without a collar or harness.

SECTION 11

HUMANE EUTHANASIA

Notwithstanding any other provision of this Ordinance, any animal that is badly injured, wounded or diseased (not rabies suspect) and that has no identification shall be euthanized immediately in a humane manner. If the animal has identification, the Yancey County Animal Control Officer shall attempt expeditiously to notify the owner or keeper before euthanizing such animal, but if the owner cannot be reached readily and the animal is suffering, the Yancey County Animal Control Officer may cause the animal to be euthanized at his/her discretion in a humane manner. The Yancey County Sheriff's Office, the Yancey County Humane Society or any attending veterinarian shall have no liability for euthanizing injured, wounded or diseased animals.

SECTION 12

PUBLIC NUISANCE

- (a) It shall be unlawful for an owner to permit a dog to run at large if such dog is reported as creating a public nuisance as defined in this section.
- (b) It shall be unlawful for the owner/keepers of any dog determined by the Yancey County Sheriff's Office to be a nuisance, to allow that dog to run loose off the owner/keeper's real property. In such cases the owner/keeper must correct the nuisance situation immediately by keeping the dog that has been found to be creating a public nuisance on his property at all times. For the purpose of this section, public nuisance includes, but is not limited to:
 - (1) Maintaining a dog that chases, snaps at, attacks or otherwise harasses pedestrians, bicyclists, motor vehicles, farm stock or domestic animals;
 - (3) Allowing or permitting a dog to damage or cause a nuisance to the property of anyone other than its owner/keeper;
 - (4) Maintaining a dog that is diseased and dangerous to the public health;

(c) Violation.

1. Determining Violations.

(i) Any Yancey County Animal Control Officer or law enforcement officer who observes a violation of this section shall provide the owner of the dog written notification of the nature of the violation in the form of an abatement order that shall indicate that unless the violations are abated and measures are taken to prevent their reoccurrence.

(ii) Written Complaint.

(1) Upon receipt of a written detailed and signed complaint alleging that any person is maintaining a public nuisance as defined in this ordinance, the Yancey County

animal control officer may cause the owner of the dog in question to be notified that a complaint has been received and may cause the situation complained upon to be investigated and a written report thereon to be prepared.

(2) If the written findings indicate that the complaint is justified the Yancey County Animal Control Officer shall provide the owner of the dog written notification of the nature of the violation in the form of an abatement order that shall indicate that unless the violation is abated and measures are taken to prevent their reoccurrence within 24 hours or such lesser time as designated in the notice, the owner shall be required to remove the dog from the county.

2. Failure to abate violation. If the public nuisance has not been abated after the time indicated in the abatement order then the Yancey County Animal Control Officer may notify the owner in writing that the dog may be impounded or a civil penalty may be issued and/or a criminal summons may be issued.

SECTION 13

NOTICE IN CASE OF INJURY

- (a) It shall be unlawful for any person to intentionally strike a dog with an automobile or other vehicle causing injury or death.
- (b) It shall be unlawful for any person who causes unintentional injury to a dog, including but not limited to, running over or hitting the animal with any vehicle, (excluding wildlife) to fail to immediately the Yancey County Sheriff's Office.

SECTION 14

FALSE REPORTS OR FRIVOLOUS COMPLAINTS. This section is to supplement N.C.G.S. 14-196(a)(5).

- (a) It shall be unlawful for any person to file a false report with the Yancey County Sheriff's Office or to knowingly provide false information to an animal control officer involving investigation of any reported violation of this Chapter.

SECTION 15

DANGEROUS OR POTENTIALLY DANGEROUS DOGS. This section is to supplement N.C.G.S., section 4.1-4.

(a) If a dog is declared a dangerous dog pursuant to N.C.G.S 67-4.1, the owner shall have 15 days from the date of notification to comply with the requirements of NCGS 67-4.2. During this time the dangerous dog shall be under constant restraint on the owner's property or may be seized by animal control and held at owner's expense until compliance with NCGS 67-4.2 is met.

(b) The owner of a dangerous dog must, at his/her expense, comply with the following:

- (1) Meet all requirements for keeping any dog, including rabies inoculation.
- (2) Notify animal control of any changes in status of the dangerous dog within 24 hours, such as change of residence, if the dog escapes, or if the dog has died.

(3) The owner shall display a sign on his property warning that there is a dangerous dog on the property. The sign shall be clearly visible.

(4) If the owner of a dangerous dog is unwilling or unable to comply with the regulations set forth in this section for keeping such a dog, and if the owner is unable to transfer ownership or possession to another party pursuant to subsection (5) below, he must have the dog immediately and humanely euthanized by animal control or by a licensed veterinarian.

(5) If the owner of a dangerous dog transfers ownership or possession of the dog to another person (*as defined in G.S. 12-3(6)*), the owner shall provide written notice to the Yancey County Sheriff's Office stating the name and address of the new owner or possessor of the dog and the person taking ownership or possession of the dog, specifying the dog's dangerous behavior and animal control's determination.

(c) An owner of a dog declared dangerous and under appeal shall be under the same restrictions and penalties as a dangerous dog until the declaration is overturned.

(d) If at any time the dangerous dog is not confined, as set forth in subsection (e) of this section, the owner shall be fined in accordance with *N.C.G.S. 67-4.2(c)*.

(e) Exemptions to this section are noted in N.C.G.S. section 67-4.1(b).

SECTION 16

ESTABLISHMENT OF DANGEROUS CANINE APPEAL BOARD

(a) There is hereby created a Dangerous Canine Appeal Board, which shall consist of (5) five representatives appointed by the Yancey County Commissioners. Members shall be appointed for (3) three-year terms. Appeals shall be heard by a quorum. The Board shall have jurisdiction to hear and determine all appeals from determinations made by the Yancey County Sheriff in accordance with Sections 7 and 19 of this ordinance.

(1) Upon declaration that a dog is a dangerous dog, the Yancey County Sheriff's Office must notify the owner, in writing, of the owner's right to appeal. The owner then has three days to appeal, in writing, the decision made by the Sheriff to the Yancey County Manager. The Manager shall schedule a hearing with the Dangerous Canine Appeal Board within ten days of the filing for the appeal. Any appeal from the final decision of the Dangerous Canine Appeal Board shall be taken to the superior court by filing notice of appeal and a petition for review within ten days of the final decision of the Appellate Board. Appeals from rulings of the Appellate Board shall be heard in the superior court division. The appeal shall be heard de novo before a superior court judge sitting in the county in which the appellate board whose ruling is being appealed is located.

State Law reference— Counties may, by ordinance, regulate, restrict or prohibit the possession or harboring of dangerous animals within the county under *N.C.G.S. 153A-131*; further regulations concerning dangerous dogs, including the authority of a city or county to designate a person or board for the determination of a dangerous dog, are contained in *N.C.G.S. 67-4.1*; nothing in the state dangerous dog law prevents a city or county from adopting or enforcing its own program for control of dangerous dogs, *N.C.G.S. 67-4.5*.

SECTION 17

LEASHING OF DOGS ON COUNTY PROPERTY

It shall be unlawful to allow a dog to be unleashed at any time while on County owned property such as public recreation parks, public campgrounds or public picnic areas. Owners are required to retrieve and properly dispose of the animal's waste.

PART III

ENFORCEMENT

SECTION 18

ENFORCEMENT

- (a) Enforcement of these ordinances shall rest with Yancey County Sheriff's Office and those governmental agencies and personnel authorized to exercise police powers by North Carolina statute to include, without limitation, the Yancey County Sheriff's Department and the Police Departments of any municipality that by resolution or ordinance has adopted this Ordinance within its municipal boundaries.
- (b) Enforcement personnel are authorized to investigate suspected violations of this Ordinance and are empowered to go upon property to inspect the conditions of animals and their surrounding with reasonable suspicion or warrant, to issue citations, warning citations, or letters of warning when any of the provisions of this chapter have been violated. Citations shall be delivered by enforcement officials in person to the alleged violator or delivered by registered mail return receipt requested to the person so charged.
- (c) Where enforcement personnel determine that a violation is a first offense for the person charged, a written warning letter or citation may be issued at the discretion of the enforcement officer.
- (d) In regards to livestock in roadway this will be turned over to the North Carolina Highway Patrol or to D.O.T., livestock abuse/neglect will be turned over to the Yancey County Sheriff's Department.
- (e) Where enforcement personnel determine an animal to be in imminent peril, all reasonable action shall be taken to secure the welfare of the animal including, but not limited to removal from the property and temporary placement and care within a shelter. The owner may be responsible for cost of care while animal is under temporary placement. Should the owner not be present at the time of removal, a written warning or citation will be left at the residence on property. If the property has no residence, efforts will be made through reasonable means to notify the owner as immediately as possible by enforcement personnel.

SECTION 19

PENALTIES

The following penalties shall pertain to violation of this ordinance:

(a) The violation of any provisions of this ordinance shall be a misdemeanor and any person convicted of such violation shall be punishable as provided in N.C.G.S. §14-4, or other applicable law. Each days' violation of this ordinance are a separate offense. Payment of a fine imposed in criminal proceedings does not relieve a person of his liability for civil penalties imposed under this ordinance.

(b) Enforcement of this ordinance may include any appropriate equitable remedy, injunction or order of abatement issuing from a court of competent jurisdiction pursuant to N.C.G.S. §153A-123(b)(e).

(c) In addition to and independent of any criminal penalties and other sanctions provided in this ordinance a violation of this ordinance may also subject the offender to the following civil penalties.

(1) The Yancey County Animal Control Officer may issue to the owner of any dog or to any other violator of the provisions of this ordinance a ticket or citation giving notice of the alleged violations and the civil penalty imposed. Tickets or citations so issued may be delivered in person or mailed by first class mail to the person charged. The following civil penalties shall be assessed for each violation.

(i) a civil penalty of \$50.00 shall be assessed for the first violation or offense of any section of this ordinance.

(ii) a civil penalty of \$100.00 shall be assessed for the second violation or offense of any section of this ordinance.

(iii) a civil penalty of \$300.00 shall be assessed for the third violation or offense of any section of this ordinance.

2) This civil penalty shall be paid to the Yancey County Manager or her designee within fourteen (14) days of receipt. This civil penalty is in addition to any other cost or fines imposed by this ordinance.

3) In the event that the applicable civil penalty is not paid within the time period prescribed a civil action may be commenced to recover the penalty and cost associated with the collection of the penalty including a reasonable attorneys fee, and/or a criminal summons may be issued against the owner or other violator of this ordinance and upon conviction the owner shall be punished as provided by state law. Failure on the part of the owner or alleged violator to pay the applicable civil penalty within the time period prescribed is unlawful and a violation of this ordinance unless otherwise provided the civil penalty for violation of this subsection is One Hundred Dollars (\$100.00).

Section 20. The foregoing Yancey County Animal Control Ordinance was adopted this the ____ day of _____, 2019.

NC Dog Laws

Criminal & Civil; Statewide statutes; Local laws; County/City ordinances; NC Administrative Code rules

Subject Matter	Type of Law	Citation	Title	Comments and References to the <u>NC Administrative Code (NCAC)</u>
Cruelty to Animals multiple criminal statutes contained in <u>Chapter 14</u> (NC criminal laws)	STATEWIDE Criminal	NC General Statutes Chapter 14 Criminal Law <u>Article 47</u> NCGS §14-360 et seq	Cruelty to animals (not limited to dogs)	Article 47 provides punishment upon conviction of crime(s) of animal cruelty; provides for confiscation of animals, including final determination of custody of confiscated animals. See <u>NCGS §14.363.2</u> Confiscation of cruelly treated animals.
Misdemeanor Animal Cruelty	STATEWIDE Criminal	<u>NCGS §14-360(a)</u>	Animal Cruelty Misdemeanor Class 1 Misd. Intentional Conduct	If any person shall intentionally overdrive, overload, wound, injure, torment, kill, or deprive of necessary sustenance, or cause or procure to be overdriven, overloaded, wounded, injured, tormented, killed, or deprived of necessary sustenance, any animal, every such offender shall for every such offense be guilty of a Class 1 misdemeanor. This broad Animal Cruelty criminal statute is frequently used in conjunction with civil statutes in <u>Chapter 19A</u> and specifically Article 3, the <u>Animal Welfare Act</u> , in NC "puppy mill" prosecutions.
Felony Animal Cruelty (death of animal)	STATEWIDE Criminal	<u>NCGS §14-360(a1)</u>	Animal Cruelty Class H Felony Intentional & Malicious	If any person shall maliciously kill, or cause or procure to be killed, any animal by intentional deprivation of necessary sustenance, that person shall be guilty of a Class H felony.
Felony Animal Cruelty (torture of animal)	STATEWIDE Criminal	<u>NCGS §14-360(b)</u>	Animal Cruelty Class H Felony Intentional & Malicious	If any person shall maliciously torture, mutilate, maim, cruelly beat, disfigure, poison, or kill, or cause or procure to be tortured, mutilated, maimed, cruelly beaten, disfigured, poisoned, or killed, any animal, every such offender shall for every such separate offense be guilty of a Class H

				felony. This means a separate felony charge for each dog tortured, or otherwise mistreated as described in <u>NCGS §14-360(b)</u> .
Promote Animal Cruelty	STATEWIDE Criminal	<u>NCGS §14-361</u>	Instigating or Promoting Cruelty to Animals Class 1 Misd.	If any person shall willfully set on foot, or instigate, or move to, carry on, or promote, or engage in, or do any act towards the furtherance of any act of cruelty to any animal, he shall be guilty of a Class 1 misdemeanor.
Abandonment of Animal	STATEWIDE Criminal	<u>NCGS §14-361.1</u>	Abandonment of animal Class 2 Misd.	Any person being the owner or possessor, or having charge or custody of an animal, who willfully and without justifiable excuse abandons the animal is guilty of a Class 2 misdemeanor.
Animal Fighting	STATEWIDE Criminal	<u>NCGS §14-362</u> <u>NCGS 14-362.1</u> <u>NCGS 14-362.2</u>	Cock fighting Animal fighting Dog fighting	Three different criminal statutes (cock, general animals, and dog) provide for punishment for animal fighting.
Transport of animals in cruel or inhumane manner	STATEWIDE Criminal	<u>NCGS §14-363</u>	Conveying animals in a cruel manner Class 1 Misd.	If any person shall carry or cause to be carried in or upon any vehicle or other conveyance, any animal in a cruel or inhuman manner, he shall be guilty of a Class 1 misdemeanor.
Animals can be legally confiscated upon a conviction of animal cruelty	STATEWIDE Civil consequence of criminal conviction	<u>NCGS §14-363.2</u>	Confiscation of cruelly treated animals	Conviction of any offense contained in this Article may result in confiscation of cruelly treated animals & it shall be proper for the court in its discretion to order a final determination of the custody of the confiscated animals.
Law Enforcement Officer can remove animal from motor vehicle if animal suffering	STATEWIDE Criminal & civil consequence of criminal action toward animal	<u>NCGS §14-363.3 (a)</u>	Confinement of animals in motor vehicles (passed in 2013)	In order to protect the health & safety of an animal, any animal control officer, animal cruelty investigator appointed under NCGS §19A-45, law enforcement officer, firefighter, or rescue squad worker, who has probable cause to believe animal is confined in a motor vehicle under conditions likely to cause suffering, injury, or death due to heat, cold, lack of adequate ventilation, or other endangering conditions, may enter motor vehicle by

				any reasonable means under the circumstances after making a reasonable effort to locate the owner or other person responsible for the animal. <u>NCGS §14-363.3 (a)</u>
Assault of a Law Enforcement Agency animal, Assistance Animal, or Search & Rescue animal	STATEWIDE Criminal	<u>NCGS §14-163.1</u> Trespass to Personal Property (NCGS Chapter 14, Article 23)	Assaulting a law enforcement agency animal, assistance animal, or search & rescue animal.	Class H felony (animal killed) Class I felony (animal serious harm) Class 1 misdemeanor (causes or attempts to cause harm to animal) Class 2 misdemeanor (teases, taunts, delays, obstructs, or attempts... performance of its duty...)
Tracking Collar Removal Destruction	STATEWIDE Criminal	<u>NCGS §14-401.17</u> (NCGS Chapter 14 Article 52)	Unlawful removal or destruction of electronic dog collars	Unlawful to intentionally remove or destroy electronic collar or other electronic device placed on dog by its owner to maintain control of the dog. 1 st violation Class 3 misd. 2 nd or subsequent violation Class 2 misd.
Larceny For ex: Theft of Dogs or theft of Tracking Collars	STATEWIDE Criminal	<u>NCGS §14-70</u> Portion of <u>Article 16 Larceny</u>	Larceny is Class H felony unless otherwise provided	Theft of tracking collars is in addition to and separate from the crime of removing/destroying tracking collar per <u>§14-401.17</u>
Larceny of property; rec'g or possessing stolen goods	STATEWIDE Criminal	<u>NCGS §14-72</u>	§14-72(a) Larceny of goods valued more than \$1000 is Class H felony.	\$1,000.00 value & more is Class H felony. Always felony if property taken directly from the person, taken with violence, with use of incendiary device, firearm, prior convictions of larceny, etc.
Larceny misdemeanor	STATEWIDE Criminal	<u>NCGS §14-82</u>	Misc. larceny Taking of horses, mules, or dogs for temporary purposes.	Specialized statute used when person takes dog temporarily for a special or temporary purpose, secretly and against the will of the owner. Class 2 misdemeanor
Trespass on land under option by federal gov't.	STATEWIDE Criminal	<u>NCGS §14-131</u>	Unlawful to hunt without written consent of official	Covers hunting & others actions on lands under option offered by federal gov't to state gov't agency. Class 3 misdemeanor
Trespass for purposes of hunting,	STATEWIDE Criminal	<u>NCGS 14-§159.6</u>	Trespass for purposes of	Illegal to go on posted property of another to hunt, fish, or trap.

etc. without written consent "Landowner Protection Act" S.L. 2011-231		Part of <u>Article 22A</u> Chapter 14 Criminal Law	hunting, etc. without written permission	Property must be posted, per <u>NCGS §14-159.7</u> . Class 1 misdemeanor. Written permission carried on person & dated in last 12 months.
Trespass Second degree	STATEWIDE Criminal	<u>NCGS §14-159.13</u>	Trespass 2 nd degree	Illegal to enter premises without authorization been notified not to enter or remain there; or, if premises are posted with notice not to enter. Class 3 misd.
Trespass to land on motorized all-terrain vehicle	STATEWIDE Criminal	<u>NCGS §14-159.3</u>	Trespass using motorized ATV	Illegal to enter private property without written consent of owner while operating motorized all-terrain vehicle (2 wheel or 4 wheel) Class 2 misd.
Trespass to Personal Property	STATEWIDE Criminal	<u>NCGS §14-160</u> Portion of <u>Article 23</u>	Willful & wanton injury to personal property (whether prop is destroyed or not)	Class 2 misd. wantonly & willfully injure personal property of another; Class 1 misdemeanor (more serious than Class 2) wantonly & willfully injure personal property of another causing damages in excess of \$200.00.
Destruction of permanent ID marks from personal property	STATEWIDE Criminal	<u>NCGS §14-160.1</u> Portion of <u>Article 23</u>	Alter, destroy, remove permanent ID marks from pers.prop.	This criminal statute can be used to punish destruction or removal of ID microchip in dog. Class 1 misd.
General Protection of Animals (Civil actions only)	STATEWIDE Civil	NCGS Chapter 19A <u>Article 1</u>	Civil Remedy for Protection of Animals	Key statute empowering local animal control officers; civil remedies available in addition to criminal penalties to take animals away from owner, require owner to post bond
Real party in interest; anyone can sue animal owner	STATEWIDE Civil	<u>NCGS §19A-2</u>	Article 1 Purpose	Provide civil remedy in addition to criminal remedy; proper to combine causes of action. Real party in interest (person who can sue/Plaintiff) shall include person with no possessory or ownership right in animal. This is an unusual provision in NC civil law.
Civil remedy for protection of animals: civil lawsuit	STATEWIDE Civil	<u>NCGS §19A-3</u>	Preliminary injunction; care of animal(s) pending hearing on merits	Plaintiff can file civil action against person also charged with crime of animal cruelty; preliminary injunction signed by judge can remove animals; Judge can order veterinary care of animals;

				Judge can order custodial care of animals.
Court costs assessed to dog owner	STATEWIDE Civil	<u>NCGS §19A-4(b)</u>	Judge can order Defendant to pay costs	Costs can be ordered to be paid by defendant as court costs at the end of the civil lawsuit.
Civil remedy for protection of animals; civil lawsuit	STATEWIDE Civil	<u>NCGS §19A-4</u>	Permanent injunction	Judge can terminate the defendant's ownership rights in the animal(s) as part of final judgment in civil lawsuit.
Animal Welfare Act	STATEWIDE Criminal & Civil	NCGS Chapter 19A <u>Article 3</u>	Animal Welfare Act <u>NCGS §19A-21</u> <u>NCGS §19A-34.</u>	Animal Welfare Act purposes: insure animals are provided humane care & treatment; prohibit sale of diseased animals, etc. Licenses required for pet shops, public auction or boarding kennels, and penalties for operation of same without license. Class 2 misd. Crime to act as dealer in animals without a currently valid dealer's license,
Animals can be seized, sold, or euthanized	STATEWIDE Criminal	<u>NCGS §19A-34</u>	Animals seized & sold or euthanized if dealer unlicensed.	Animals found in possession of unlicensed dealer shall be subject to immediate seizure, impoundment, and upon conviction, animals subject to sale or euthanasia.
Animal Cruelty Investigator (who files civil lawsuit when seize dogs in "puppy mill" bust for example)	STATEWIDE Civil	NCGS Chapter 19A <u>Article 4</u>	Animal Cruelty Investigators	Defines & empowers investigators; these are NOT paid employees; appt'd by County Commissioners. These Investigators are not required to post any bond. Commissioners may enter into agreement with a "society incorporated under NC law for prevention of cruelty to animals that is willing to bear expense of caring for animals" seized under Animal Welfare Act in said county.
Animal Cruelty Investigator	STATEWIDE Civil	NCGS Chapter 19A <u>Article 4</u>	Expenses are reimbursed.	<u>NCGS §19A-45</u> provides County will pay necessary & actual expenses of Animal Cruelty Investigators.
Recover costs from animal owner 1 st method	STATEWIDE Civil	NCGS Chapter 19A <u>NCGS §19A-46(d)</u> <u>NCGS §6-18</u>	Generally available in all civil cases	If Plaintiff wins in civil case of animal cruelty, Judge can order Defendant (animal owner) to pay costs, including costs of caring for dogs from time of seizure to time of judgment. Costs allowed to

				Plaintiff are described in <u>NCGS §6-18</u> in Chapter 6 Liability for Court Costs.
Recover costs from animal owner 2 nd method	STATEWIDE Civil	NCGS Chapter 19A <u>NCGS §19A-47</u>	Available to Animal Cruelty Investigators only	Investigator's expenses for animals, including vet costs, shall be a charge against owner & a lien on animal to be enforced by process described in NCGS §44A-4.
Recover costs from animal owner 3 rd method	STATEWIDE Civil	NCGS Chapter 19A <u>NCGS §19A-70</u>	Plaintiff obtains costs first from Defendant in suit	Available to individuals and to local governments if animal is seized & shelters after person is arrested for (1) animal cruelty or (2) attack by dangerous dog
Spay/Neuter	STATEWIDE Civil	NCGS Chapter 19A <u>Article 5</u> <u>Article 5A</u>	Spay/Neuter Programs	For dogs & cats only. Article 5 Spay Neuter Program. Article 5A creates Animal Shelter Support Fund.
Care of animals subjected to illegal treatment	STATEWIDE Civil	NCGS Chapter 19A <u>Article 6</u>	Care of Animals Illegally Used for Fighting	Provides for care of dogs (NCGS §67-4.3) or other animals (Chapter 14, Article 47) subjected to illegal treatment.
NC Wildlife Resources Commission	STATEWIDE Criminal & Civil	NC General Statutes <u>Chapter 113</u> <u>"Conservation & Development"</u>	Hunting laws Tapping laws	Chapter 113 contains specific provisions empowering the <u>Wildlife Resources Commission</u> as well as containing other provisions. Rules, detailed regulations applicable to the hunting & trapping laws are found in <u>Title 15A, Chapter 10, Subchapter B</u>
Hunting Laws	STATEWIDE Civil	NCGS §113	NCGS Chapter 113 contains laws. NC Administrative Code (NCAC) contains regulations.	Regulation Digest summarizes hunting laws & regulations, including statewide laws & local laws. www.ncwildlife.org WRC Regulations Digest (summary) of regulations <u>available online</u> (download current in pdf format or use online).
Hunting licenses, other licenses & related permits	STATEWIDE Civil	NCGS <u>§113-270.1</u> et seq. <u>Article 21</u>	Hunting Licenses	Description & prices of hunting, trapping, fishing licenses and permits issued by NC Wildlife Resources Commission
Hunting license for training & field trials when wildlife used	STATEWIDE Criminal & Civil	<u>Article 21</u> , esp. NCGS §113-270.1B through §NCGS113-270.3	Dog Training & Field Trials	NC Hunting license required when wildlife used to train or run dogs. <u>Subchapter 10B Hunting&Trapping</u>

		Exemptions: <u>NCGS §113-276</u>		Regulations Dog training & Field Trials 15A NCAC 10B.0114
Hunting/fishing on the registered property of another	STATEWIDE Criminal & Civil	NCGS §113-281 et seq. <u>Article 21A</u> (<u>NCGS Chapter 113</u>)	Regulating Hunting & Fishing on "Registered Property" of Another	Describes process of registration & posting of property by person who controls hunting, fishing, rights to tract of property and wishes to register property with Wildlife Resources Commission. "Registered Property" defined in <u>NCGS §113-281(3)</u> .
Negligent Hunting	STATEWIDE Criminal	NCGS §113-290 <u>Article 21B</u>	Criminally Negligent Hunting (involves firearm)	Unlawful use of firearms, wanton disregard for safety of others or without due caution or circumspection and in a manner so as to endanger any person or property
Regulation of wildlife; hunting with dogs; seasons & bag limits	STATEWIDE Criminal & Civil	NCGS §113—291 et seq. <u>Article 22</u>	<u>Regulation of Wildlife</u>	Includes definitions, seasons, bag limits, manner of take; Training of dogs & field trials; Big game; Small game; Birds; Migratory Birds; etc.
Definition of "take" in context of hunting	STATEWIDE Criminal & Civil	<u>NCGS §113-130(7)</u>	Definition of "to take" reasonably includes releasing hunting dogs & retrieving dogs as part of hunting	"To Take. - All operations during, immediately preparatory, and immediately subsequent to an attempt, whether successful or not, to capture, kill, pursue, hunt, or otherwise harm or reduce to possession any fisheries resources or wildlife resources."
Manner of take	STATEWIDE Criminal & civil	<u>NCGS §113-291.1</u>	Manner of take of wild animals & wild birds	Rules with detailed information & instructions re hunting supplement statute and are critically important to understanding of what can & cannot be done in NC. See 32 pages of hunting & trapping Rules in NC Administrative Code (NCAC): <u>Chapter 15A, Subchapter 10B Hunting & Trapping 15A NCAC 10B.0101 et seq.</u>
Prohibitions re taking animals & birds	STATEWIDE Criminal & Civil	<u>NCGS §113-291.1</u>	Prohibitions re taking of animals & birds	Relevant to NCGS §113-291.1, see NCAC "Prohibited Taking & Manner of Take" <u>15A NCAC 10B.0201</u>
Explanation of where dog hunting	STATEWIDE Criminal &	<u>NCGS §113-291.5</u>	Regulation of dogs used in	Includes definition of "dog line" in NC, sections of NC in which hunting with dogs is allowed.

is allowed in NC.	Civil		hunting...	For description of "dog line", see also <u>15A NCAC 10B.0109</u>
No civil liability for land owner who allows retrieval of hunting dogs	STATEWIDE Criminal & Civil	<u>NCGS §113-291.5A</u>	Exemption from civil liability	Specific exemption from civil liability for landholder permitting retrieval of hunting dogs.
Hunter harassment	STATEWIDE Criminal	<u>NCGS §113-295</u>	Crime to harass a hunter	Unlawful to harass persons taking wildlife resources. First offense Class 2 misd. 2 nd & subsequent convictions Class 1 misd. Important to note definition of "take": "To Take. - All operations during, immediately preparatory, and immediately subsequent to an attempt, whether successful or not, to capture, kill, pursue, hunt, or otherwise harm or reduce to possession any fisheries resources or wildlife resources." (See <u>NCGS §113-130(7)</u>)
Hunter harassment with unmanned aircraft system	STATEWIDE Criminal Civil	<u>NCGS §113-295(a1)</u> See also <u>NCGS §15A-300.1</u>	Cannot use drone to harass hunter	Class 1 misd. "Restrictions on use of unmanned aircraft systems"
NC Wildlife Resources Commission	STATEWIDE Civil Government	<u>NCGS §143-237</u> et seq. (Article 24)	Purpose of WRC, qualifications of Commissioners, appointments, etc.	WRC organized by statutes passed by NC General Assembly.
NC Wildlife Resources Commission	STATEWIDE Civil Government	<u>NCGS §143B-281.1</u>	WRC transferred to Dept. of Environmental Quality	Latest transfer in a reorganization occurred in 2015 by statutory amendment.
NC Wildlife Resources Commission	STATEWIDE Civil Government	<u>NCGS §75A-11</u>	Duties of WRC with respect to boating & water safety	WRC administers & enforces through wildlife protectors (with every other law-enforcement officer in NC) Chapter 75A through Boating Safety Committee. Duties include establishment of no-wake zones.

NC Wildlife Resources Commission	STATEWIDE Civil Government	<u>NCGS §113-128 (9)</u>	Definition of Wildlife Protector	"An employee of the North Carolina Wildlife Resources Commission sworn in as an officer and assigned to duties which include exercise of law-enforcement powers."
Dogs Dog Law Chapter	STATEWIDE Criminal & Civil	<u>NCGS Chapter 67 Article 1</u>	Owner's Liability	Owner of dog liable for damages caused by dog, including injury to livestock, etc.
Dog Owner responsibility	STATEWIDE Criminal & Civil	<u>NCGS §67-4</u>	Owner's Liability	Owner must kill his own mad dog.
Dangerous Dogs	STATEWIDE Criminal & Civil	<u>Article 1A</u>	Dangerous Dogs	Defines a "dangerous dog"; defines penalties for damage inflicted by "dangerous dog". Definitions <u>NCGS §67.4.1</u> Penalties <u>NCGS §67.4.3</u>
Owner's criminal & civil liability for dangerous dog	STATEWIDE Criminal & Civil	<u>Chapter 67 Article 1A NCGS §67-4.3</u>	Owner's Liability for damages & injuries	Owner of dangerous dog liable for civil damages & criminal Class 1 misd. where physical injuries require medical treatment in excess of \$100.00.
Strict Liability for injuries or damage caused by dog	STATEWIDE Criminal & Civil	<u>NCGS §67-4.4</u>	Dangerous Dogs	Owner of dangerous dog shall be strictly liable in civil damages for injuries or property dangerous dog inflicts upon any person, his property, or other animal.
License taxes on dogs	STATEWIDE Crim & Civil	<u>Article 2</u>	License Taxes on Dogs	Statewide law.
Dogs running at large at night	STATEWIDE Criminal & Civil	<u>NCGS §67-12</u>	Permitting dogs to run at large at night	Class 3 misdemeanor and person is liable for damages caused by dog running at large at night.
Dogs running at large on Wildlife Management Area	STATEWIDE Civil	<u>NC 67-14.1</u>	Dogs injuring deer or bear on wildlife management area may be killed	No liability for WRC employee or wildlife agent
Protection of livestock & poultry from ranging dogs	STATEWIDE Criminal & Civil	<u>Article 5</u>	Protect Livestock & Poultry from Ranging Dogs	Article 5 Includes appointment of dog warden. Article 5 supplements existing laws.

Powers & duties of county dog warden	STATEWIDE Criminal & Civil	<u>NCGS §67-31</u>	Powers & duties of dog warden.	Power of arrest & responsible for enforcement within his county of all public & public-local laws pertaining to ownership & control of dogs. Shall cooperate w/all other law enf.officers operating within the county.
Limits on Sunday Hunting	STATEWIDE Criminal	<u>NCGS §103-2</u>	No Sunday gun hunting with dogs	On Sunday, no use of firearm to take deer that are run or chased by dogs. Violation Class 3 misdemeanor. See NCGS 103-2 et seq. for NC's laws on Sunday hunting. <u>SL 2017-182</u> modified Sunday hunting laws.
Rabies (contained in Public Health Chapter)	STATEWIDE Civil	<u>NCGS Chapter §130A</u> <u>Public Health</u> <u>"Communicable Diseases" Article 6</u>	Part 6. Rabies NCGS §130A-184 et seq.(a portion of Article 6)	Rabies law applies throughout NC. Dogs, cats, & ferrets must be vaccinated.
Rabies Tag	STATEWIDE Civil	<u>NCGS §130A-190</u> <u>NCGS §130A-192</u>	Rabies vaccination tags	Animal Control Officer can pick up dog not wearing rabies tag, per <u>§130A-192</u> .
Confinement or leashing of vicious animals	STATEWIDE Civil	<u>NCGS §130A-200</u>	Confinement or leashing of vicious animals. (Contained in Section 6 of Rabies Article 6)	Local health director may declare animal to be vicious & a menace to public health when animal has attacked a person causing bodily harm without being teased, molested, provoked, beaten, tortured, or otherwise harmed. When an animal has been declared to be vicious & a menace, shall order animal to be confined to its owner's property. Animal may be permitted to leave its owner's property when accompanied by a responsible adult & restrained on leash.
State Dog Designation	STATEWIDE Civil	<u>NCGS §145-13</u>	The State Dog is the Plott Hound	State Dog designation adopted in 1989. All state symbols are found in <u>Chapter 145</u> .
Counties (Chapter 153A)	STATEWIDE Civil	<u>NCGS §153A-442</u>	Allows counties to operate animal shelters	(<u>NCGS Chapter 153A</u> creates counties & specifies what counties are allowed to do) including to operate animal shelters
Cities & Towns (Chapter 160A)	STATEWIDE Civil	<u>NCGS §160A-493</u>	Allows cities to operate animal	(<u>NCGS Chapter 160A</u> creates cities & towns & specifies what cities & towns are allowed to do)

			shelters	including to operate animal shelters
County Hunting Laws/Historic	LOCAL LAWS passed by NC Legislature	Includes hunting laws for various NC Counties	NC Historic laws up to present local laws	All "Session Laws" since 1777
County Hunting Laws	LOCAL LAWS passed by NC Legislature	Includes hunting laws for various NC Counties	NC Public Session Laws	Passed by NC General Assembly May apply to one or more counties or municipalities, but NOT to all counties. Passed as "Session Laws"
Summary of Local Hunting, Trapping, Fishing Laws	LOCAL LAWS Summaries	<u>Wildlife Resources Commission Digest</u>	Local Laws summarized.	WRC Regulations Digest 2016-2017 (printable; pdf format <u>available online</u>)
County Ordinances City Codes	COUNTY ORDINANCES and/or CITY CODES	Passed by a County Commission or a City Council Visit websites of individual counties & cities/towns	These local ordinances apply only within the local jurisdiction. Subjects include nuisance, noise, leash ordinances, barking dogs, etc.	Often available on website of the specific County • Examples: <u>Wake County Ordinances</u> . <u>View all NC Codes (County Ordinances & Municipal Codes)</u> . Note: Referenced websites may not include most recent updates to ordinances.
Federal Animal Welfare Act (AWA) Contained in United States Code (USC)	FEDERAL Criminal & Civil	Animal Welfare Act <u>7 USC §§2131 et seq.</u>	Federal statutes	Regulates treatment of animals in research, exhibition, transport, and by dealers. Enforced by USDA, <u>APHIS</u> , Animal Care.
Animal Welfare Act & Animal Welfare Regulations	FEDERAL Criminal & Civil	"Summary of Animal Welfare Act & Animal Welfare Regulations"	<u>US Dept. of Agriculture publication</u>	Federal publication (157 pages) summarizing federal Animal Welfare Act 7 USC §§2131 - 2159 (pp. 2-16) and related Animal Welfare Regulations citations Code of Federal Regulations (pp. 17-157).

Attachment H



AMY Wellness Foundation
31 Cross Street
Spruce Pine, NC 28777

October 31th, 2019

Mitchell County Public Transportation Authority, as fiscal agent for Avery, Mitchell, & Yancey County Public Transportation Authorities
Attn: Sheila Blalock
73 Crimson Laurel Circle Suite 7
Bakersville NC, 28705

Re: Grant Number 32

Dear Ms. Sheila Blalock:

I am pleased to inform you that the Board of Directors of AMY Wellness Foundation (the "Foundation") has authorized a grant to **Mitchell County Public Transportation Authority, as fiscal agent for Avery, Mitchell, & Yancey County Public Transportation Authorities** in the amount of **\$202,110**. Your fine work in the community drives positive and lasting change; and we look forward to partnering with you as we collectively advance our Foundation's purpose of improving the health and well-being of communities in Avery, Mitchell, and Yancey counties.

Please note that the conditions in this letter are legally binding terms and conditions that require your acceptance prior to the distribution of your grant. Please review and acknowledge your agreement of these terms by signature of a duly authorized officer of your organization and return one signed and executed copy to the Foundation within five (5) business days from the date of this letter. Please notify the Foundation in writing if additional time is required to process and return the signed and executed copy of the agreement.

1. The Foundation agrees to fund software for coordination of transportation between counties. This will include tablets and mobile service in vehicles for accurate accountability this software is crucial given the changes to Medicaid. The Foundation expects this grant to help Avery, Mitchell, and Yancey county transportation services increase transport collaborations throughout the three counties.

These funds are to be used within the time frame of two years and expended pursuant to the budget proposed in your application. Additional funds may be requested during either of our two grant cycles in 2020.

2. The Foundation will make the payments in the amounts and on the schedule set forth in this Section 2, provided that an authorized officer of Grantee has signed and returned this agreement as prescribed below:



\$101,055 to be disbursed upon receipt of signed agreement; and
\$101,055 to be disbursed subject to Section 6 below and upon the later of: (a) six months from the date of the signed agreement, or (b) receipt of Grantee's second quarterly report as described in Section 3.3.

Grantee agrees to furnish written quarterly reports as to the use, results, or progress of the projects defined in your grant application and financed by this grant. These reports should contain a narrative about the project, including but not limited to progress toward objectives and goals stated in your grant application, key examples, outcomes achieved, setbacks or challenges to progress, and plans or goals for the upcoming reporting period. The Grantee will include the number of medical rides provided in each quarterly report.

Reports should also include a financial accounting of the expenditure of all grant funds, including items purchased, amounts spent on each specific piece of software or technology, contract labor paid, and all other expenditures.

In Grantee's fourth and Grantee's final quarterly report, please produce a special accounting of all expenditures of funds thus far and uses of any excess earnings.

We expect that all grant funds will be expended within two years of the date of this letter; and if not, subject to Sections 6, 9, and 13 below, please notify the Foundation in writing with a narrative explanation of the variances and a proposed budget for any remaining funds. Submit additional reports quarterly until all grant funds have been expended. Grantee also agrees to provide any additional information reasonably requested by the Foundation.

Grantee agrees to keep all grant funds segregated continuously in a separate fund dedicated to the purposes of the grant, and no part of this grant may be used for general support or general purposes. Grantee agrees to maintain books and records adequate to demonstrate that it maintained the grant funds in a separate fund dedicated to the purpose for which the grant is made, and to maintain records of expenditures adequate to identify the purposes for which, and manner in which, grant funds have been expended. Grantee agrees to return to the Foundation any unexpended funds or any portion of the grant that is not used for the purposes specified herein.

4. Grantee warrants (a) that Grantee is a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and is further classified as a public charity within the meaning of Section 509(a)(1) or 509(a)(2) of the Code, or is a governmental unit described in Section 170 of the Code, and (b) that receipt of this grant will not adversely affect Grantee's current status under the Code.

5. Grantee must furnish to the Foundation any information concerning a change or proposed change in Grantee's classification under the Code. Should such change in status occur, the Foundation reserves the right to withhold future payments and/or have unexpended grant funds returned to the Foundation.

6. The Foundation may withhold the second disbursement of funding if: (a) the Grantee breaches any term of this letter; (b) the Foundation determines that Grantee's programs are not progressing pursuant to the Grantee's grant proposal, subject to Section 9 below, or the Foundation is not satisfied



with the progress of the grant; (c) the Foundation determines that funds are not being used for the purpose for which they were provided; (d) Grantee fails to furnish adequate written quarterly reports; or (e) the Foundation determines that Grantee is undertaking the work in a manner that is contrary to the Foundation's vision or mission.

All expenditures made by Grantee from this grant must be used only within the terms and conditions set forth herein. Grantee may not expend grant funds for any purpose other than the purpose set forth herein without the Foundation's written approval. Any funds not used or committed for the specified purpose of the grant or not used or committed within any time limit specified in the request for the grant must be returned to the Foundation. Grantee accepts responsibility for complying with this agreement's terms and conditions and will exercise full control over the grant and the expenditure of grant funds.

7. All grant funds must be expended for charitable, scientific, literary, or educational purposes, as those terms are defined in the Code.
8. Grantee may not use grant funds, nor any income earned thereon, to:
 - (a) carry on propaganda or otherwise to attempt to influence legislation (within the meaning of Section 4945(d)(1) of the Code),
 - (b) influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code),
 - (c) make grants to individuals or to other organizations that do not comply with the requirements of Section 4945(d)(3) or (4) of the Code,
 - (d) provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(g) of the Code, except that it is expressly acknowledged that payments of salaries, other compensation, or expense reimbursement to Grantee's employees within the scope of their employment do not constitute "grants" for these purposes and are not subject to these restrictions; or
 - (e) undertake any activity other than for a charitable, educational, literary, or scientific purpose specified in Section 170(c)(2)(B) of the Code.
9. It is understood that your project may not proceed exactly as you have proposed. If you find this to be the case, please inform the Foundation in writing of any revisions you wish to implement and an updated proposed budget. While the Foundation will not unreasonably refuse to approve changes consistent with your proposal or refuse to grant extensions to time frames originally set forth, the Foundation reserves the right to require the return of monies not spent as originally approved.
10. Grantee agrees to keep its financial and other records so that they adequately reflect that the funds were used exclusively for the grant's purposes. Grantee agrees to submit an annual report and Audited Financial Statements within three (3) months of the end of Grantee's fiscal year until all grant funds are expended.



11. Grantee will allow the Foundation and its representatives to have reasonable access during regular business hours to files, records, accounts, or personnel that are associated with this grant for the purpose of making such financial reviews, verifications, or program evaluations as may be deemed necessary by the Foundation.

12. The Foundation retains the right to release information regarding this grant to any public media. Grantee will submit to the Foundation all materials for publication or broadcast related to the grant for approval at least ten (10) business days prior to the intended date of publication or broadcast or submission for publication or broadcast. Grantee agrees to forward to the Foundation copies of any news releases, published materials, or media articles mentioning this grant that come to the Grantee's notice or attention.

13. If the conditions set forth herein are not upheld or if the Foundation determines, in its sole discretion, that the grant funds are not being used in an effective and efficient manner to further the purposes of the grant, the Foundation may (a) terminate any and all further distributions to Grantee whether or not such distributions are to be made as a part of this grant or any other approved grant from the Foundation, and/or (b) require the repayment to the Foundation of any unexpended grant funds.

14. Grantee hereby agrees to release, indemnify, defend, and hold harmless the Foundation, its affiliates, their officers, trustees, directors, managers, and employees from and against all claims, damages, or injuries to persons or property of the Foundation, its affiliates, Grantee, or any third party arising out of (directly or indirectly) or related in any way to the actions or omissions of Grantee, its officers, directors, employees, or agents under this grant or related to the project.

15. Grantee may not assign any of its rights hereunder or delegate any of its duties hereunder without the prior written consent of the Grantor.

16. This letter is a legally binding award agreement that becomes effective when executed by an authorized representative of both Grantee and the Foundation. Delivery of an executed signature page by facsimile or by other electronic means is as effective as executing and delivering this agreement in the presence of the other parties to this agreement.

Please note that each of the Foundation's grants is considered individually and no grant award should be construed as a precedent for subsequent grants.

Acknowledgment of Grantee's agreement to the terms and conditions set forth in this letter must be made by a duly authorized officer of Grantee who should execute both copies of this letter and return one such executed copy to the Foundation within ten (10) days from the date of this letter.

On behalf of the Foundation, please accept my sincere congratulations on this grant award and my gratitude for your fine work in the community. Please feel free to call us with any questions you may have.

Sincerely,



A handwritten signature in black ink, appearing to read "Luke Howe". The signature is fluid and cursive, with a large loop at the end.

Luke Howe
Executive Director
828.592.4082
AMY Wellness Foundation



As an officer of Yancey County, I certify that I am duly authorized to bind the organization to the terms of this agreement, and do hereby agree to, and accept the terms set forth above, this 12th day of November, 2019. Upon receipt of this signed contract, the Grantee allows the Foundation to use, reuse, and publish any and all information about funding disbursement for marketing and media purposes.

By:

Lynn Austin

Print Name

County Manager

Title

Lynn Austin

Signature

Memorandum of Understanding

AVERY, MITCHELL, YANCEY COUNTY TRANSPORTATION

This Memorandum of Understanding (MOU), hereinafter referred to as the Memorandum, entered into on 12/15/2019, by and between Mitchell County Transportation residing at 73 Crimson Laurel Way, Suite 7 Bakersville, NC 28705, hereinafter referred to as the "First Party" and Avery County Transportation residing at 34 Pershing St., Newland, NC 28657 hereinafter referred to as the "Second Party," and Yancey County Transportation residing at 503 Medical Campus Dr., Burnsville, NC 28714, hereinafter referred to as the "Third Party," and collectively known as the "Parties" for the purpose of establishing and achieving various goals and objective relating to the project, Amy Wellness Foundation grant 2019.

WHEREAS, the aforementioned Parties desire to enter into the herein described agreement in which they shall work together to accomplish the goals and objectives set forth;

AND WHEREAS, the Parties are desirous to enter an understanding, thus setting out all necessary working arrangements that all three Parties agree shall be necessary to complete this project;

MISSION

The aforementioned project has been established with the following intended mission in mind:

Purchase CTS Trip Master software for coordination of trips between counties of Avery, Mitchell and Yancey transportation agencies. Each county will purchase I-pads, holders and cases for their transit agency staying within the budget approved by AMY Wellness Foundation. Pay monthly support rate to CTS, cell services for tablets, within the time frame of 24 months of the grant start date. Submit quarterly report and invoices for items purchased to Mitchell County Transportation. Mitchell County will send one coordinated report to AMY Wellness for the three counties showing expenditures for the quarter along with measures of success. In the event that the Parties are not achieving the goals noted in the grant, the Parties shall convene and make adjustments where needed. Parties 2 & 3 shall submit invoices for items or services purchased by the 10th of each month to the 1st Party. Party 1 will have a 10 day turn around time for reimbursement of invoices received.

PURPOSE AND SCOPE

The Parties intend for this Memorandum of Understanding to provide the cornerstone and structure for any and all possibly impending binding contract which may be related to the project.

OBJECTIVES

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain a market for coordinated transportation, and intend to maintain a product and/or services that meets or exceeds all business and industry standards.

RESPONSIBILITIES AND OBLIGATION OF THE PARTIES

It is the desire and the wish of the aforementioned Parties to this MOU Agreement that this document should not and thus shall not establish nor create and form or manner of a formal agreement or indenture, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of and effective and efficient partnership and leadership meant to maintain, safeguard and sustain sound and optimal managerial, financial and administrative commitment with regards to all matters related to the project.

TIMELINE

The above outlined scope and objective shall be contingent on the Parties obtaining the necessary funds required for the project as described within any grant or business loan application, if any. Responsibilities under this Memorandum of Understanding may coincide with the grant period.

TERMS OF UNDERSTANDING

The term of this Memorandum of Understanding shall be for a period of 24 months from the aforementioned effective date and maybe extended upon written mutual agreement of all Parties.

AMENDMENT OF CANCELLATION OF THIS MEMORANDUM

This Memorandum of Understanding may be cancelled by either party with 60 days advance written notice, with the exception where cause for cancellation may include, but is not limited to, a material and significant breach of any of the provisions contained herein, when it may be cancelled upon delivery of written notice to the other party.

GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulation that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either party is unable to perform their duties or responsibilities under the Memorandum of Understanding consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum of Understanding.

ARBITRATION/MEDICATION DISPUTE RESOLUTION

The Parties to the Memorandum of Understanding agree that should any dispute arise through any aspect of the relationship, including, but not limited to, any matters, disputes or claims, the parties shall confer in good faith to promptly resolve any dispute. In the event that the parties are unable to resolve the issue or dispute between them, then the matter shall be mediated and/or arbitrated in an attempt to resolve any and all issues between the parties.

The parties agree that any claim or dispute that arises from or through this agreement, the relationship or obligations contemplated or outlined within this agreement, if not resolved through mediation, shall then go to and be resolved through final and binding arbitration.

In the event that any court having jurisdiction should determine that any portion of this Agreement to be invalid or unenforceable, only that portion shall be deemed invalid and not effective, while the balance of this Agreement shall remain in full effect and enforceable. This Agreement shall be interpreted and governed by and in accordance with the Federal Arbitration Act 9 U.S.C. 1-16.

NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

GOVERNING LAW

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of North Carolina

SEVERAILITY CLAUSE

In the event that any provision of this Memorandum of Understanding shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Memorandum shall be determined to be unlawful or otherwise unenforceable, the remainder of the Memorandum shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of the Memorandum to be invalid or unenforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

ASSIGNMENT

Neither party to this Memorandum of Understanding may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

ENTIRE UNDERSTANDING

The herein contained Memorandum of Understanding constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties sign this MOU desire or intend that any implementing contract, license, or other agreement entered into between the Parties subsequent hereto shall supersede and preempt any conflicting provision of this Memorandum of Understanding whether written or oral.

MOU SUMMARIZATION

FURTHERMORE, the Parties to this MOU have mutually acknowledged and agreed to the following:

- The Parties to this MOU shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this AMY Wellness Foundation grant received Nov. 2019.
- It is not the intent of this MOU to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies or organizations.
- The Parties to his MOU shall mutually contribute and take part in any and all phases of the planning and development of this AMY Wellness Grant, to the fullest extent possible.
- It is not the intent or purpose of this MOU to create any rights, benefits and /or trust responsibilities by or between the parties.
- The MOU shall in no way hold or obligate either Party to supply or transfer to maintain and/or sustain the AMY Wellness Grant.
- Should there be any need or cause for the reimbursement of the contribution of any funds to or in support of the AMY Wellness grant, it shall then be controlled in accordance with North Carolina governing laws, regulation and/or procedures.
- In the event that contributed funds should become necessary, any such endeavor shall be outlined in a separate and mutually agreed upon written agreement by the Parties or

representatives of the Parties in accordance with current governing laws and regulations, and in no way does this MOU provide such right or authority.

- The Parties to this MOU have the right to individually or jointly terminate their participation in this Agreement provided that advanced written notice is delivered to the other party.
- Upon the signing of this MOU by both Parties, this Agreement shall be in full force and effect.

AUTHORIZATION AND EXECUTION

The signing of the Memorandum of Understanding does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by Avery, Mitchell and Yancey County Governing Official and shall be effective as of the date first written above.

County Official *Robby Young* Date 11-04-19
Printed Name Robby Young
Representing Mitchell County County, NC
Witness Mario Parsley Date 11/4/19

County Official *Lynn Austin* Date 11/12/19
Printed Name Lynn Austin
Representing Yancey County, NC
Witness Joseph Moore Date 11/12/19

County Official _____ Date _____
Printed Name _____
Representing _____ County, NC
Witness _____ Date _____



SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS SOFTWARE LICENSE & SERVICES AGREEMENT (the "Agreement") is made and entered into as of October 23, 2019 (the "Effective Date"), by and between **Foxster Opco, LLC, dba CTS Software**, a North Carolina corporation, located at Post Office Box 57, Swansboro, North Carolina 28584 ("Licensor"), and **Yancy County Transportation Authority** located at 503 Medical Campus Drive, Burnsville, NC 28714 ("Licensee"). Licensor and Licensee may be referred to individually as a "Party," or together as the "Parties."

WHEREAS, Licensor is the owner of certain software and related documentation and materials for use in the Public/Private transportation Industry; and

WHEREAS, Licensee desires to acquire the non-exclusive, non-transferable right to use the Licensor Software in the operation of its Public/Private Transportation activities; and

WHEREAS, Licensor is willing to grant Licensee the non-exclusive, non-transferable right to use the Licensor Software under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, paid by the parties each to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Definitions** In this Agreement the capitalized words set out below will have the following meanings:
- | | |
|----------------------------|---|
| "Agreement" | This Software License and Services Agreement effectively made between Licensor and Licensee, and the attached schedules, all of which hereby are incorporated by reference herein and form an integral part hereof; |
| "Confidential Information" | Information disclosed, or to which access is provided, in the course of, or in connection with, this Agreement, including, but not limited to, information concerning a Party's business, products, services, content, finances, subscribers, source code, tools, protocols, product designs and plans, customer lists and other marketing and technical information, the existence of any business discussions, negotiations or agreements between the Parties, the terms of this Agreement, and any other information that is not publicly available; |
| "Documentation" | All operating manuals, user instructions, technical literature and all other related materials, and all amendments or modifications thereto, supplied by Licensor to Licensee to aid in the use and operation of the Licensor Software; |
| "Licensor Software" | The software as identified in Schedule A of this Agreement; |
| "Hardware" | Means a physically tangible electro-mechanical system or sub-system and associated documentation. |
| "Updates" | Refers to fixes and minor changes to the Licensor Software. |
| "Upgrades" | Means and refers to major changes to or a new release of the Licensor Software including without limitation any new major release of the Licensor Software. |



SOFTWARE LICENSE AND SERVICES AGREEMENT

2. Software License

- 2.1 License Grant. Subject to the terms and conditions hereof, Licensor grants to Licensee a non-exclusive, limited, non-transferable, without right to sublicense, license for the Term to access and use the Licensor Software, which Licensor Software shall be hosted on Licensor's or its designated third party's servers, and use the Documentation, solely for Licensee's own lawful internal business uses.
- 2.2 License Restrictions; Licensee Rights and Obligations. Licensee shall access and use the Licensor Software only as permitted in Section 2.1 above. Without limiting the foregoing, Licensee shall not:
- modify, make derivative works of, reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code for the Licensor Software;
 - allow the Licensor Software to be combined with or become incorporated in any other computer programs without prior written consent from Licensor;
 - distribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the Licensor Software (except to the extent, if any, expressly permitted hereunder);
 - remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Licensor Software.

3. Updates, Upgrades and Backup Services

3.1 Updates.

- Updates to the Licensor Software will be noted by incremental numeric designation (e.g., release 1.1).
- Licensor shall at no additional charge or fee to Licensee, provide Licensee with all Updates issued and disseminated to Licensor's general customer base.

3.2 Upgrades.

- Upgrades to the Licensor Software will be noted by incremental numeric designation (e.g., release 2.0).
- Upgrades made available to and for the benefit of Licensor's general customer base ("Standard Upgrades") shall be provided at no additional charge or fee to Licensee.
- Upgrades requested by and made available solely to and for the sole benefit of Licensee ("Custom Upgrades") will be quoted by Licensor upon receipt of a written request from Licensee. A written quote with estimated time of completion shall be furnished to Licensee by Licensor. No work will be performed on such request(s) until Licensor receives a signed written authorization from Licensee for the work to be performed. Payment for work performed in connection with Custom Upgrades shall be billed separately and shall be in addition to other billed fees.
- Upgrades required by legislative or other regulatory acts of the federal, state, or local authorities ("Complimentary Upgrades") shall be provided to Licensee at no cost. Licensee shall furnish Licensor with necessary documentation from such authority(s) mandating the change when requesting any Complimentary Upgrade. Licensee shall also furnish Licensor with the name and phone number of the relevant authority.
- Licensee shall be advised of any add-on feature(s) made available by Licensor. If Licensee requests to acquire the right to access and use these add-on feature(s), no work will be performed on such request(s) until Licensor receives a signed written authorization from Licensee for the work to be performed. Payment for work performed in connection with any such add-on features shall be billed separately and shall be in addition to other billed fees.



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3.3 Backup Services. Backup routines will be managed and controlled by the Licensor and provided to the Licensee at no additional cost. Licensor will perform a database backup every 30 minutes and a full system backup nightly.

4. Proprietary Rights

Licensor owns and shall retain all right, title and interest in and to the (i) Licensor Software and Documentation and all Licensor Confidential Information and all inventions, works of authorship, and other intellectual property embodied thereby or included therein; (ii) all modifications, enhancements, derivative works, and compilations of the foregoing in clause (i); and (iii) all patent, trademark, copyright, trade secret, and other intellectual property rights in the foregoing in clauses (i) and (ii) (all subject matter in foregoing clauses (i)-(iii), collectively, "Licensor Property"). The Parties acknowledge each other's trademark rights, and neither Party shall use the other Party's trade name or trademarks in any manner whatsoever absent the other Party's prior written consent. Except to the extent of the license granted in Section 2.1 (License Grant), nothing in this Agreement grants or otherwise transfers to Licensee or any other entity or individual any right, title or interest in or to any Licensor Property.

5. Services

5.1 Support Services.

a. Licensor shall provide such Support Services commencing on the "License Date" on the terms and conditions set forth on Schedule B.

5.2 Training or Other Services. If Licensee and Licensor have agreed that Licensor will provide Licensee with training or other services, the terms and conditions of such services will be identified on Schedule A of this Agreement.

6. Fees and Payment

- 6.1 Payment. Fees and payment schedules for Licensee's use of the Licensor Software and related Upgrades are specified in Schedule A. The Parties agree to the allocation of the fees and payments to software, services (if any) and hardware (if any) as designated on Schedule A. Licensee shall pay Licensor's invoices in U.S. dollars to Licensor's address set forth on Schedule A. Any overdue payments will bear interest at one and one-half percent (1.5%) per month until the overdue payment and accrued interest are fully paid.
- 6.2 Taxes. Licensee shall be responsible for any and all sales, use, excise, value-added or similar taxes that may apply to any products and services provided under this Agreement, and Licensor will use commercially reasonable efforts to identify any applicable taxes on its applicable invoice to Licensee. Licensee will pay applicable taxes on the invoice or, in lieu of the payment of any such taxes, Licensee may provide Licensor with a certificate acceptable to the taxing authorities exempting Licensee from payment of these taxes.
- 6.3 Disputed Invoices. The Licensee may withhold payment on any portion of the invoiced amount that it disputes in good faith if it provides the Licensor with written notice of such dispute (together with reasonable detail of the facts underlying such dispute) within ten (10) days following the date of such invoice. Appropriate personnel from both Licensor and Licensee shall meet and attempt in good faith to resolve the dispute. If within twenty (20) days the disputed invoice remains unresolved, and if the dispute relates to whether amounts were properly charged, the dispute will be submitted to an independent third party invoice auditing firm that is mutually agreeable to by both Licensor and Licensee. The Parties shall cooperate with such invoice auditing firm and shall provide such invoice auditing firm access to such books and records as may be reasonably necessary to permit a determination by such invoice auditing firm. The resolution by such invoice auditing firm shall be final and binding on the Parties. Upon final determination that any amount in dispute is owed to the Licensor, the Licensee shall promptly pay such amount, together with interest at a rate equal to



Customer-driven software that works!

SOFTWARE LICENSE AND SERVICES AGREEMENT

one and one-half percent (1.5%) per month from the original due date of such amount to the date of actual payment. The terms of the Parties' engagement with such invoice auditing firm shall stipulate that such firm shall use commercially reasonable efforts to complete its work within thirty (30) days following its engagement. The non-prevailing Party shall be responsible for the invoice auditing firm fees incurred due to the disputed invoice.

7. Warranties

- 7.1 Licensor Software Warranties. With respect to the Licensor Software, Licensor warrants that: (a) Licensor has taken all commercially reasonable steps to prevent the Licensor Software from containing any computer viruses, Trojan horses, time bombs, cancel bots or other computer programming routines that are intended to detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, and (b) for a period of ninety days after the Effective Date ("Warranty Period"), the Licensor Software will operate substantially in accordance with the Documentation. In the event of a breach of any of the foregoing warranties reported to Licensor in writing, provided that any such breach of the warranty set forth in foregoing clause shall be reported in writing during the Warranty Period, Licensee's sole remedy for such breach shall be to have Licensor use commercially reasonable efforts to promptly correct, replace or provide a work around for such error or failure, at no charge to Licensee. The foregoing warranties and remedies apply only to the most recent version of the Licensor Software, and shall not apply to any breach, fault or error that arises out of or relates to Licensee's failure to use the Licensor Software in accordance with the Documentation, any misuse, corruption or abuse of, or modification to, the Licensor Software by any entity or individual other than Licensor, any combination, interface, or incorporation of Licensor Software with or into any other software, or any use of the Licensor Software with any software or equipment not approved in advance in writing by Licensor.
- 7.2 Licensor Services Warranties. Licensor warrants that all services that are performed under this Agreement will be performed in a professional and workmanlike manner by qualified personnel, and Licensor has the required skills and experience to perform such services. Licensee's sole remedy for breach of a warranty in Section 7.2 shall be to have Licensor use commercially reasonable efforts to promptly correct, replace or provide a work around for such breach, at no charge to Licensee.
- 7.3 Licensor General Warranties. Licensor represents and warrants that Licensor owns, or has all necessary rights to, the Licensor Software and Documentation, and has all necessary rights and authority to grant the rights granted hereunder to Licensee and to carry out its obligations hereunder.
- 7.4 Mutual Warranties. Each Party represents and warrants to the other Party: (a) such Party's execution, delivery and performance of this Agreement have been authorized by all necessary corporate action, do not violate in any material respect the terms of any law, regulation, or court order to which such Party is subject, do not violate the terms of any material agreement to which Licensor is a party, and are not subject to the consent or approval of any third party, (b) this Agreement is the valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other similar laws relating to creditors' rights generally, or general equitable principles, (c) such Party is not subject to any pending or, to such Party's knowledge, threatened litigation or governmental action which could interfere with such Party's performance of its obligations hereunder, and (d) such Party has secured or shall secure all material permits, licenses, regulatory approvals and registrations to the extent necessary to perform its obligations hereunder.
- 7.5 Disclaimer of Warranty. EXCEPT AS SET FORTH IN SECTIONS 7.1 to 7.4, LICENSOR DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NONINFRINGEMENT OF THIRD PARTIES' RIGHTS, AND SECURE, ERROR-FREE OR UNINTERRUPTED OPERATION.



SOFTWARE LICENSE AND SERVICES AGREEMENT

- 7.6 LIMITATION OF LIABILITY. EXCEPT FOR BREACHES OF SECTION 8 (CONFIDENTIALITY) OR INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, (I) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST THE OTHER BY ANY THIRD PARTY AND (II) LICENSOR'S LIABILITY TO LICENSEE UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE AMOUNT ACTUALLY PAID BY LICENSEE TO LICENSOR PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Licensee acknowledges and agrees that (i) it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles (i.e. any automotive machinery utilized for the transport of persons or goods in which Foxster Solutions Products has been incorporated or installed), (ii) Licensor shall not be liable to Licensee or any other entity or individual for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by or on behalf of the Licensee or any such entity or individual in connection with this Agreement, including any personal injury or property damage claim or action, and Licensee shall defend, indemnify and hold Licensor harmless from any such claim or action, and (iii) Licensee shall include this paragraph, or the substance thereof, in any agreements between Licensee and any third party involving any Licensor Property.

8. Confidentiality

- 8.1 Confidentiality Obligations. Each Party acknowledges that Confidential Information may be disclosed to the other Party in connection with this Agreement. Each Party agrees (i) that, during and following the Term of this Agreement, it shall hold in strict confidence the other Party's Confidential Information and prevent disclosure thereof, except as expressly permitted herein, and will use such Confidential Information only for the purpose of exercising such Party's rights and perform such Party's duties and obligations under this Agreement ("Permitted Purpose") and, without limiting the foregoing, (ii) such Party will take all reasonable steps, at least substantially equivalent to the steps such Party takes to protect its own proprietary information, to (a) prevent use of the other Party's Confidential Information for any purpose other than the Permitted Purpose, and (b) prevent the disclosure of the other Party's Confidential Information, other than to such Party's employees, officers, directors, other representatives, and contractors, who (1) must have access to such Confidential Information for such Party to and (2) each agree to be bound to such Party by written agreements including provisions of confidentiality with respect to such Confidential Information that are no less protective of than those provided herein.

Each Party acknowledges that the other may suffer irreparable damage in the event of any material breach of the provisions of this Section 8 (Confidentiality). Accordingly, in such event, an aggrieved Party may seek preliminary and final injunctive relief, as well as any other applicable remedies at law or in equity against the Party who has breached or threatened to breach this Section 8 (Confidentiality).

- 8.2 Exclusions. The Parties' obligations set forth in Section 8.1 (Confidentiality Obligations) shall not apply with respect to any portion of the Confidential Information that: (a) was in the public domain at the time it was disclosed to or observed by the receiving Party; (b) entered the public domain through no fault of the receiving Party; (c) is rightfully received by the receiving Party from a third party without a duty of confidentiality; (d) is independently developed by the receiving Party without reference to or incorporation of the other Party's Confidential Information; (e) is disclosed as required by administrative, legislative, or judicial demand or order, except that the receiving Party will disclose only such information as is legally required and will use reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed and, to the extent not prohibited by applicable law, will provide the disclosing Party notice of such possible disclosure



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prior to disclosure in order to allow an opportunity for the disclosing Party to contest such disclosure; or (f) is disclosed with the other Party's prior written approval.

- 8.3 Return of Confidential Information. Each Party agrees to return to the other Party or, at the request and instruction of the disclosing Party, destroy, and certify that it has destroyed, all material embodying Confidential Information (in any form or medium and including, without limitation, all summaries, copies and excerpts of Confidential Information) at any such time as the disclosing Party may so request.

9. Indemnification

- 9.1 Indemnification by Licensor. Licensor shall to the extent allowed by state law indemnify, defend and hold harmless Licensee, and its officers, directors, employees and agents, from and against any and all claim, action, demand, or suit made or threatened by any third party (collectively, "Claims") and all related losses, expenses, damages, costs and liabilities, including reasonable attorneys' fees and expenses incurred in investigation or defense (collectively, "Damages"), to the extent such Claims or Damages arise out of or relate to an allegation that the Licensor Software, Documentation or services provided by Licensor hereunder, or Licensee's use of the same in accordance with this Agreement, infringe, misappropriate, or otherwise violate any third party's U.S. intellectual property rights. Licensor's indemnity obligation herein shall not extend to any Claims or Damages based on an unauthorized modification, combination or use of the Licensor Software by Licensee.
- 9.2 Notification of 3rd Party Claims. Licensor will promptly notify Licensee of any threat, warning, claim or action against Licensor or suppliers, that could have an adverse impact on Licensee's use of the Licensor Software.
- 9.3 Third-Party Products and Services. The Parties understand and agree that Licensor is not the manufacturer of the third party products or the provider of any third party services. As such, Licensor does not warrant or guarantee the condition or any other aspect of any third party products or third party services ("Third Party Product Exposures"). Furthermore, the Licensee is responsible for any performance and warranty related to any third party products or third party services used by or on behalf of the Licensee and will directly manage and coordinate with the applicable product or services vendor for any such issues.
- 9.4 Remedies. If Licensor informs Licensee or Licensee determines that it must discontinue use of the Licensor Software, the Documentation, or any service furnished under this Agreement because of an existing or anticipated Claim that the Licensor Software, Documentation, or service infringes, misappropriates or otherwise violates any intellectual property right of a third party, Licensor, at its own expense and in its reasonable discretion, shall either: (a) secure for Licensee the right to continue using the Licensor Software, Documentation, or service; (b) replace or modify the Licensor Software, Documentation, or service to make it non-infringing; provided, however, that such modification or replacement shall not degrade the operation or performance of the Licensor Software, Documentation, or service; or if Licensor determines (a) or (b) to be commercially unreasonable, then (c) terminate this Agreement and refund to Licensee any unamortized portions of the fees paid by Licensee, based on a straight line amortization over a five-year useful life for the Licensor Software.
- 9.5 Indemnification by Licensee. Licensee shall indemnify, defend and hold harmless Licensor, and its officers, directors, employees, agents, and other representatives and contractors from and against any and all Damages arising out of or relating to (a) Licensee's breach of or default under any provision of this Agreement, or (b) any unauthorized modification, combination or use of the Licensor Software made by or on behalf of Licensee.
- 9.6 Online Liability Waiver.
- a. It is the Licensee's responsibility, and Licensor shall have no responsibility, to maintain control over all entities and individuals to whom Licensee provides any username and/or password information required to access and/or use Licensor Software. If the Licensee needs to change passwords, it is Licensee's responsibility to notify Licensor in writing.



SOFTWARE LICENSE AND SERVICES AGREEMENT

b. Should any confidential data or other Confidential Information of or relating to Licensee or Licensee's business be accessed or misappropriated using any usernames and passwords provided to the Licensee, the Licensor will not be held responsible.

9.7 Defense and Settlement. A Party seeking indemnity ("Indemnified Party") shall provide the other Party ("Indemnifying Party") prompt notice of any such Claim made against it for which it is entitled to indemnity hereunder. Each Party shall reasonably cooperate with the other Party in the defense of any such Claim including appeals, negotiations and any settlement or compromise thereof, provided that Indemnifying Party shall control the defense, negotiations and settlement or compromise thereof and shall keep the Indemnified Party informed of the proceedings and review and consider input from the Indemnified Party; provided, that Indemnified Party shall be given the right to approve in advance the terms of any settlement or compromise with respect to such matter to the extent that such settlement or compromise requires Indemnified Party to admit any liability or pay any amounts not otherwise indemnified by Indemnifying Party hereunder, and such approval shall not be unreasonably withheld by Indemnified Party.

10. Notices

Any notice, approval, request, authorization, direction or other communication under this Agreement will be given in English in writing and will be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered by confirmed facsimile; (ii) on the delivery date if delivered personally to the party to whom the same is directed; (iii) one business day after deposit with a commercial overnight carrier, with written verification of receipt; or (iv) seven business days after the mailing date, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. Licensor's and Licensee's Addresses for receipt of notices are provided on Schedule A.

11. Term and Termination

11.1 Term. Unless terminated earlier in accordance with Section 11.2, the term of the agreement will commence immediately upon execution hereof by the Parties' respective duly authorized representatives and will continue for an initial term of two year ("Initial Term"). At the end of the Initial Term, the Agreement will be renewed automatically on a month to month basis unless otherwise terminated by either Party on a thirty (30) day written notice and shall continue in accordance with its provisions (each such month, a "Renewal Term", and any and all such Renewal Terms, along with the Initial Term, collectively, the "Term").

11.2 Termination; Effect of Termination. A Party may terminate this Agreement as follows: (a) if the other Party breaches a material obligation under this Agreement, and fails to cure such breach within thirty (30) days after the date such other Party receives from the non-breaching Party a reasonably-detailed written notice of the breach and a demand for cure, (b) immediately by written notice if the other Party (i) materially breaches Section 8 (Confidentiality), or (ii) files a petition in bankruptcy, makes a general assignment for the benefit of its creditors, has a receiver appointed or applied for it, or winds up or liquidates. Upon termination, Licensee shall return to Licensor any and all copies of the Licensor Software and Documentation in Licensee's possession or under Licensee's custody or control, and pay all accrued but unpaid fees and expenses, provided, this shall in no way limit any legal or equitable remedies that Licensor to which may be entitled. Any advance fees paid by Licensee for services not supplied by Licensor prior to any such termination will be refunded, within 90 days of notice of termination.

11.3 This Agreement may be canceled or terminated at any time by the Licensee or the Licensor with or without cause by providing the other thirty (30) days written notice of such termination. Upon receipt of such notice, all work and labor being performed shall immediately cease, pending final cancellation at the end of such thirty (30) day period. Licensor shall be compensated in accordance with the terms of this Agreement for all work accomplished prior to the receipt of notice of such termination. Licensor shall invoice Licensee for all work performed within thirty (30) days after the termination notice.



Customer-driven software that works!

SOFTWARE LICENSE AND SERVICES AGREEMENT

Upon termination and provision of a prior written request to Licensor, Licensee may export a copy of its current database master(s), if any, stored in Licensor Software, provided that any such export shall be arranged by Licensor and shall comply in all respects to the confidentiality provisions hereof.

12. Survival

The Parties hereto agree that any provisions of this Agreement requiring performance or fulfillment by other Party after the termination of this Agreement shall survive such termination, including without limitations Sections 1, 4, 7.5, 7.6, 8, 9, 12, and 13.

13. General

- 13.1 Entire Agreement. This Agreement (including all attachments) constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous proposals, agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. This Agreement may be amended only by a writing signed by the duly authorized representatives of both Parties.
- 13.2 Independent Contractors. In performing this Agreement, the Parties are independent contractors, and nothing contained in this Agreement shall be construed or implied to create an agency, partnership or employer and employee relationship between the Parties. Except as expressly set forth in this Agreement, at no time shall either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.
- 13.3 Assignment. Neither Party may assign this Agreement or any right, interest or benefit under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld; provided that in the event of a change in control of a Party, except for a change of control of Licensee to a direct or indirect competitor of Licensor, either Party shall have the right to assign this Agreement to a successor that acquires substantially all of the assets or equity of such Party. Subject to the foregoing, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, Licensor may subcontract the performance of any or all of its obligations under this Agreement, provided it remains directly liable to Licensee.
- 13.4 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing in this Agreement, whether express or implied, shall confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.
- 13.5 Severability/Waiver. If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect. A waiver by either Party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.
- 13.6 Dispute Resolution. In the event of a dispute between the Parties with respect to the Agreement which dispute cannot be settled following good faith efforts by the Parties' project teams, then the dispute shall be referred for resolution to appropriate members of the executive team of each Party who shall meet and resolve the dispute, if possible, within fifteen (15) business days from the date of such reference. If said members of the executive team of each Party are unable to resolve the dispute within fifteen (15) business days, then the dispute shall be referred to a single arbitrator appointed jointly by the Parties. In the event that the Parties cannot agree as to the single arbitrator to be appointed, then such arbitrator shall be appointed pursuant to the Rules of the American Arbitration Association. The arbitration shall be held in such place as



SOFTWARE LICENSE AND SERVICES AGREEMENT

the arbitrator shall select and shall be adjudicated in accordance with the aforementioned Rules and the decision of the arbitrator shall be made within thirty (30) days from the appointment of the arbitrator and be final and binding upon the parties. The arbitrator's fees and expenses shall be paid by the Parties as determined by the arbitrator.

- 13.7 Governing Law. All questions, issues or disputes arising out of or under this Agreement, including without limitation any interpretation of any of the terms and conditions, shall be governed by the laws of the State of North Carolina, without resort to the conflict of law provisions thereof. In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorney's fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing Party by the other Party. In the event any litigation or other action to enforce the terms and conditions hereof is commenced by either Party to enforce this Agreement, such litigation or action will be filed and litigated only in a court of competent jurisdiction located in the State of North Carolina. Each Party waives any and all rights to have this action brought in any place other than the State of North Carolina
- 13.8 Force Majeure. Except in connection with a Party's payment obligations hereunder, neither Party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of circumstances beyond the reasonable control of such Party including acts of God, acts of any governmental or supra-national authority, war or national emergency, riots, civil commotion, fire, explosion, flood, epidemic, lock-outs (whether or not by that Party), strikes and other industrial disputes (in each case, whether or not relating to that Party's workforce), restraints or delays affecting shipping or carriers, inability or delay in obtaining supplies of adequate or suitable materials and currency restrictions.
- 13.9 Section Headings. Section and other headings contained in this Agreement are for references only and shall not affect in any way the meaning or interpretation of this Agreement.
- 13.10 Counterparts; Facsimile. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one agreement. Facsimile or electronic signatures shall be deemed original signatures.
- 13.11 Publicity. Neither Party will make any public statements regarding the existence of this Agreement nor the relationship described herein, without the prior written consent of the other Party, except as required by law or as otherwise provided for herein. Notwithstanding the foregoing, Licensor shall have the right to use Licensee's name in customer lists that identify a substantial number of Licensor's customers, and Licensor shall provide a copy of any such listing to Licensee to the extent distributed to any third parties.
- 13.12 Audits. Licensor may perform audit(s) on the use of the Software and Documentation upon giving Licensees written notice of at least five (5) business days. Licensee agrees to make the necessary operational records, databases, equipment, employees and facilities available to Licensor for the audit(s). The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

14. Insurance

- 14.1 Insurance. At a minimum, during the Term of this Agreement Licensor will maintain in full force and effect, at Licensor's expense:
- (a) Commercial General Liability Insurance with limits of \$2,000,000 combined single limit for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage and products and completed operations coverage;
 - (b) Technology Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence.
 - (c) Cyber Liability Insurance with limits of \$1,000,000 per occurrence.
- 14.2 Provisions. Licensor shall provide Licensee with a certificate of insurance evidencing that the required minimum coverage is in effect and that each Commercial General Liability Names Licensee, its subsidiaries, directors, officers and employees as additional insureds to the extent permitted. Licensor shall provide a waiver of subrogation clause in favor of the additional insureds and provide that all insurance provided by the



SOFTWARE LICENSE AND SERVICES AGREEMENT

Licensor shall be primary and that any other insurance maintained by or available to Licensee shall be excess only and shall not contribute with this insurance. Such insurance shall also cover the acts or omissions of Licensor's subcontractors under this Agreement. Such insurance shall require the insurer to provide Licensee thirty (30) days advance written notice of any cancellation or adverse material change with respect to any of the policies. If Licensor fails to procure or maintain in force the insurance specified herein, Licensee may procure such insurance and the cost thereof shall be borne by Licensor.

- 14.3 Liability. The insurance provided by Licensor hereunder shall operate independent and apart from any obligations imposed upon Licensor under the indemnification provisions of this Agreement, and that in no event will the coverage or limits of any insurance maintained by Licensor under this Agreement, or the lack or unavailability of any other insurance, limit or diminish in any way Licensor's obligations or liability to Licensee hereunder.
- 14.4 Enforcement. Licensor's failure to provide and keep in force the aforementioned insurance shall be regarded as a material default hereunder, entitling Licensee to exercise any or all of the rights and remedies provided hereunder.

IN WITNESS WHEREOF, each Party has caused this Software License & Services Agreement to be executed by its authorized representative to be effective as of the date hereof.

Foxster Opco, LLC, dba CTS Software
 Signature: _____
 Printed Name: Amie L. Green
 Title: Finance Director
 Date: October 23, 2019

Yancy County Transportation Authority
 Signature: Lynn Austin
 Printed Name: Lynn Austin
 Title: County Manager
 Date: 11-12-19

[Remainder of page intentionally left blank.]



SOFTWARE LICENSE AND SERVICES AGREEMENT SCHEDULE A

This Schedule A is made part of and incorporated in that certain Software License and Services Agreement, by and between **Foxster Solutions, Inc., dba CTS Software**, a North Carolina corporation, located at Post Office Box 57, Swansboro, North Carolina 28584 ("Licensor"), and **Yancey County Transportation Authority**, located at 503 Medical Campus Drive, Burnsville, NC 28714 ("Licensee"), effective go live date as of January 1, 2020 ("Agreement"). All capitalized terms used by not defined in this Schedule A shall have the respective meanings ascribed to such terms in the Agreement.

1. License Fees; Maintenance and Support Fees

The Licensor's Software as mentioned in this contract may consists of, but not be limited to: TripMaster; Intelligent Automated Scheduling; Passenger Reminder Module; ParaScope – Tablet Interface; Vehicle Maintenance Module; ParaPass Module; ParaPortal Module; Medicaid Module.

STANDARD:

- 1.1 The Licensee agrees to pay the Licensor a onetime fee of \$ 34,144.50 for use of the Licensor Software in accordance with the Agreement. Such payment will be due and payable within thirty (30) days after receipt of the applicable invoice.
- 1.2 Beginning on the Effective Date of the Agreement, Licensee shall pay Licensor the fees set forth in Attachment 1 hereto, which hereby is incorporated by reference herein ("Attachment 1") for all Support Services (as defined in Schedule B of the Agreement) for up to 11 vehicles and 5 License/User ID:
 - a. If such fees are to be paid annually, payment will be due and payable within thirty (30) days after receipt of the applicable invoice.
 - b. If Licensee elects to pay such fees monthly, Licensor will submit the monthly invoice via email on the first day of each month, and such fees shall be due and payable by the fifth day of such month.
 - c. Payments not received by the due date will be subject to late fees and suspension of Support Services.
- 1.3 Under terms of the Agreement, the Licensor will charge Licensee an additional fee per vehicle per month of \$ 20.00 for each additional vehicle above the number contained in 1.2.
- 1.4 Under terms of the Agreement, the Licensor will charge Licensee an additional price per License/User ID per month of \$ 50.00 for each additional License/User ID above the number contained in 1.2.
- 1.5 When applicable, under terms of the Agreement, Licensor will cover up to 6,000 calls.
- 1.6 Full pricing and other details for any fees described in this Schedule A are set forth in Attachment 1.

2. Training

- 2.1 Licensor will provide training and support services to Licensee. These services will be provided at Licensee's facility, as determined by Licensor in its sole and exclusive discretion. Charges for such services shall be billed at the rate of \$ 400.00 per day with 10 days. Onsite training is elected, there would be a charge of \$ 3,000.00 for travel, lodging, meals and related expenses.
- 2.2 Retraining of Licensee's employees shall be charged at Licensor's training rate (\$150.00 per hour) with a one-hour minimum and will include reimbursement by Licensee of any and all expenses



**SOFTWARE LICENSE AND SERVICES AGREEMENT
SCHEDULE A**

incurred by Licensor in connection therewith. Such charges shall be charged and billed separately and are in addition to all other charged fees.

3. Addresses for Notices:

For Foxster Solutions, Inc., dba CTS Software ("Licensor"):

Foxster Solutions, Inc., dba CTS Software
Post Office Box 57
Swansboro, North Carolina 28584
Attn: Adam Fox, President
(800) 704-0064

Licensor has the right to change the address for notifications by notifying Licensee in accordance with the notice provisions of the Agreement.

For Yancey County Transportation Authority ("Licensee"):

Yancey County Transportation Authority
503 Medical Campus Drive
Burnsville, NC 28714
Attn: Jeff Whitson
Phone Number: (828) 682-6144

IN WITNESS WHEREOF, each Party has caused this Software License & Services Agreement Schedule A to be executed by its duly authorized representative to be effective as of the date executed by both Parties.

**Foxster Solutions, Inc., dba CTS
Software**

Signature: _____

Printed Name: Amie L. Green

Title: Finance Director

Date: October 23, 2019

Yancey County Transportation Authority

Signature: _____

Printed Name: Lynn Austin

Title: County Manager

Date: 11/12/19



SOFTWARE LICENSE AND SERVICES AGREEMENT SCHEDULE A

Attachment 1

Yancey County Transportation Authority, NC	11	Vehicles	5	License
Software	Unit Price	Unit	Quantity	Amount
TripMaster Software	\$6,995.00	Lot	1	\$6,995.00
Automated Scheduling Software Module	\$3,995.00	Lot	1	\$3,995.00
ParaScope - Tablet Software Application	\$495.00	Each	11	\$5,445.00
Passenger Reminder Module	\$2,995.00	Lot	1	\$2,995.00
ParaPortal Module	\$4,995.00	Lot	1	\$4,995.00
ParaPass Module	\$4,995.00	Lot	1	\$4,995.00
Software Total				\$29,420.00
Services	Unit Price	Unit	Quantity	Amount
CTS Software - Online Training	\$150.00	Session	5	\$750.00
CTS Software - Onsite Training	\$400.00	Day	10	\$4,000.00
CTS Software - Travel Expenses	\$3,000.00	Trips	2	\$6,000.00
Services Total				\$10,750.00
Monthly Maintenance and Support	Unit Price	Unit	Quantity	Amount
TripMaster Software Maintenance and Support Base Fee	\$500.00	Lot	1	\$500.00
Vehicle Base Fee	\$10.00	Vehicle	11	\$110.00
Automated Scheduling Vehicle Fee	\$5.00	Vehicle	11	\$55.00
ParaScope - Tablet Software Vehicle Fee	\$5.00	Vehicle	11	\$55.00
Passenger Reminder Fee (6,000 Calls/Texts)	\$200.00	Lot	1	\$200.00
ParaPortal Module Fee	\$150.00	Lot	1	\$150.00
ParaPass Module Fee	\$200.00	Lot	1	\$200.00
NC Medicaid Billing Fee	\$100.00	Lot	1	\$100.00
Monthly Maintenance and Support Total				\$1,370.00
Regional Project Discount				15%
Discounted Monthly Maintenance and Support Total				\$1,164.50
Software and Said Services Upfront Total				\$40,170.00
Regional Project Discount				15%
Discounted Software and Said Services Upfront Total				\$34,144.50



SOFTWARE LICENSE AND SERVICES AGREEMENT SCHEDULE B

This Schedule B is made part of and incorporated in that certain Software License and Services Agreement, by and between **Foxster Opco, LLC, dba CTS Software**, a North Carolina corporation, located at Post Office Box 57, Swansboro, North Carolina 28584 ("Licensor"), and **Yancey County Transportation Authority**, located at 503 Medical Campus Drive, Burnsville, NC 28714 ("Licensee"), effective as of October 23, 2019 ("Agreement"). All capitalized terms used by not defined in this Schedule A shall have the respective meanings ascribed to such terms in the Agreement.

1. Support Services/Service Level Agreement

Licensor's maintenance and support services for the Licensor Software are set forth in this Schedule B (collectively, "Support Services"). During the Term of the Agreement, Licensor will provide the following Support Services if and to the extent that the Licensor Software does not operate substantially in accordance with the Documentation.

2. Overview

- 1.1 This Schedule B is designed to address any needs and issues with respect to the Licensor Software that may be raised by Licensor's customers on an ongoing basis. Licensor's goal is to provide a highly available system that delivers benefits to our customers.
- 1.2 This Schedule B seeks to provide as much flexibility for Licensor's customers as possible by utilizing user documentation, training manuals and the system knowledge base.
- 1.3 This Schedule B seeks to provide insight into the processes, procedures, and response target times for customer technical support requests that help Licensor to meet its commitment to all customers.
- 1.4 Licensor is committed to resolving customer needs and issues quickly and professionally. Customer support issues are resolved by highly skilled software engineers and support specialists, allowing customers to have quick access to persons with the technical ability to solve any needs and/or issues. Support will be handled via phone and email in the event that Licensor's support specialists are not at the customer site.
- 1.5 The infrastructure for this plan is a request tracking system used to facilitate the process of tracking and solving customer needs and issues. Every support request is logged into the system and is accessible by all Licensor's support specialists.
- 1.6 During and after scheduled down-time Licensor's support specialists are on "high alert" to ensure that any issues, questions, or support requests from the customer are handled and resolved as promptly as possible.
- 1.7 Customer support is available 24 hours a day, 7 days a week.

3. Assignment of Support Request Severity

When a customer has opened a support request and reaches a support specialist, the specialist will assess the severity of the request based on the customer's description of the issue.

Table 1 below describes the definitions used in identifying and assigning a severity to the customer's reported issue.

Table 1 - Severity Definitions



SOFTWARE LICENSE AND SERVICES AGREEMENT SCHEDULE B

Severity	Criteria
Critical	Customer's production system is down. Foxster Solutions product is unusable resulting in total disruption of work or other critical business impact. No workaround is available.
High	Major feature/function failure. Operations are severely restricted. A workaround is available.
Medium	Minor feature/function failure. Product does not operate as designed, minor impact on usage, acceptable workaround is available.
Low	Minor issue. Documentation, general information, enhancement request, etc.

4. Response and Resolution Targets

Licensor's Support Services response and resolution targets are described below:

Response: When Licensor's Support Services personnel receive a support request, a support specialist will provide feedback to the customer that the request has been logged and assigned to the appropriate resource. The exact response (described below) will vary depending on the support method used by the customer, and the response time will commence as soon as the support request is received and the support specialist has a clear understanding of, and the ability to reproduce or identify from the system log, the issue at hand ("Support Request").

E-Mail: An automated e-mail reply will be sent immediately after receiving an e-mail Support Request. A support specialist will reply to the e-mail with a Support Request ID # and a time frame when to expect a response or contain a request for additional information.

Phone: A support specialist will answer the call or respond to a call that has gone to voice mail, document product specific information in the support request, provide the customer with a Support Request ID # and begin support activities.

Resolution: An answer, fix or a satisfactory workaround to the question (s) raised and/or issue(s) identified in the Support Request.

Solution: The long-term resolution to the question (s) raised and/or issue(s) identified in the Support Request, issue, or question.

Table 2 - Response and Resolution Targets			
Severity	Target Response	Target Resolution	Solution (1 or more of the following)
Critical	1 Business Hour	Within 4 hours from actual response.	<ul style="list-style-type: none"> • Satisfactory workaround is provided. • Product patch is provided. • Fix incorporated into future release.



**SOFTWARE LICENSE AND SERVICES AGREEMENT
SCHEDULE B**

			<ul style="list-style-type: none"> • Fix or workaround incorporated into Solution Library.
High	8 Business Hours	Within 36 hours from actual response.	<ul style="list-style-type: none"> • Satisfactory workaround is provided. • Product patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into Licensor's collection of Licensor Software Solutions ("Solution Library").
Medium	24 Business Hours	Within 15 Business Days.	<ul style="list-style-type: none"> • Answer to question is provided. • Satisfactory workaround is provided. • Fix or workaround incorporated into Solution Library. • Fix incorporated into future release.
Low	72 Business Hours	Within 30 Business Days.	<ul style="list-style-type: none"> • Answer to question is provided through FAQ, Knowledge Base, or through trained customer subject matter experts (SME). • Fix or workaround incorporated into Solution Library.

5. Assignment of Service Request Status

When a customer contacts Licensor's Support Services personnel and requests help to resolve a question or an issue, a Support Request is opened. The following table describes the possible status that may be assigned to a Support Request.

Status	Criteria
New	A Support Request has just been submitted. It may be assigned to an individual or a queue. Support specialist has not responded yet to customer.
Working	Support specialist has responded to the customer regarding the receipt of the Support Request and is actively pursuing a resolution.



**SOFTWARE LICENSE AND SERVICES AGREEMENT
SCHEDULE B**

On Hold	Support specialist is not actively working on the resolution of the Support Request. Generally, this is due to information pending from the submitter of the Support Request. However, Support Requests may be put on hold for other reasons as well.
Escalated	A Support Request set to an escalated status means either the Support Request has not been resolved within the target resolution time, or the submitter has asked for it to be escalated to the next level of support.
Closed	<p>Closed status reflect that:</p> <ul style="list-style-type: none"> The customer and the support specialist agree that a satisfactory resolution has been provided, or The customer understands that there is not a solution to the issue at hand, and the issue is not a result of a product defect, or The support specialist has made multiple attempts to contact the customer that opened the Support Request, and the customer has not responded. <p>Electronic service requests (e-mail) may be closed when a support specialist has provided an electronic reply with a high degree of confidence that the reply will resolve the issue or answer the question.</p>

Networking and hardware at the customer's site are the sole responsibility of the customer and are not covered in Support Services. Any issues or problems arising out of Customer misuse or unauthorized use of Licensor Software also is not covered in Support Services.

IN WITNESS WHEREOF, each Party has caused this Software License & Services Agreement Schedule B to be executed by its authorized representative to be effective as of the date executed by both Parties.

Foxster Opco, LLC, dba CTS Software

Yancey County Transportation Authority

Signature: _____

Signature: Lynn Austin

Printed Name: Amie L. Green

Printed Name: Lynn Austin

Title: Finance Director

Title: County Manager

Date: October 23, 2019

Date: 11/12/19

**Avery, Mitchell, & Yancey County Transportation
AMY Wellness Foundation Grant**

G126 Contract Labor* **24 hours per week x 51 weeks = 1224 hours year x \$18** \$ **44,064.00**
 ***NOT FUNDED** **is \$22,032 X 2 for a two year grant cycle**

This person would do billing for the three counties. With the change in Medicaid we will all be billing multiple brokers adding the need for additional personnel. This position could be contract labor Working from home adding a savings for the need of additional staff to the individual systems.

G255 Tablet Stands \$75 each
 One time purchase Avery 12 tablet stands \$ 900.00
 Mitchell 15 tablet stands \$ 1,125.00
 Yancey 11 Tablet stand \$ 825.00
 \$ 2,850.00

Tablet Covers \$50 each
 One time purchase Avery 12 tablet protective covers \$ 600.00
 Mitchell 15 tablet protective covers \$ 750.00
 Yancey 11 tablet protective covers \$ 550.00
 \$ 1,900.00

G321 Mobile Service Avery Verizon Service \$250 per month \$ 6,000.00
 2 years Mitchell US Cellular \$250 per month \$ 6,000.00
 Yancey \$250 \$ 6,000.00
 \$ 18,000.00

G371 Marketing/promotional Avery County \$ 2,000.00
 2 years Mitchell County \$ 2,000.00
 Yancey County \$ 2,000.00
 \$ 6,000.00

G380 CTS Software Avery County upgrade \$ 14,437.25
 Mitchell County upgrade \$ 18,683.00
 Yancey County purchase \$ 34,144.50
 \$ 67,264.75
 Three counties two years monthly support & maintenance fees \$ **89,250.00**
 \$ 156,514.75

G395 Training 8 hours training time with software billing module \$ 144.00
 One time purchase *(this is for the contract laborer to learn the system)*

G521 Lap Top one personal computer (lap top) for billing \$ 1,500.00
 One time purchase *supplied for contract laborer position*

G526 Tablets for Operators Ipad mini's 8' (for longer battery life) \$400 each
 Once time purchase 12 Tablets for Avery \$ 4,800.00
 15 Tablets for Mitchell \$ 6,000.00
 11 Tablets for Yancey \$ 4,400.00
 \$ 15,200.00

Grand total \$202,109



Date: September 9, 2019

Quote# 090919

This quote is valid for 30 days and is completely confidential

For: Yancey County Transportation Authority, NC 11 Vehicles 5 License

Software	Unit Price	Unit	Quantity	Amount
TripMaster Software	\$6,995.00	Lot	1	\$6,995.00
Automated Scheduling Software Module	\$3,995.00	Lot	1	\$3,995.00
ParaScope - Tablet Software Application	\$495.00	Each	11	\$5,445.00
Passenger Reminder Module	\$2,995.00	Lot	1	\$2,995.00
Vehicle Maintenance Module	\$2,995.00	Lot	0	\$0.00
ParaPortal Module	\$4,995.00	Lot	1	\$4,995.00
ParaPass Module	\$4,995.00	Lot	1	\$4,995.00
Software Total				\$29,420.00

Services	Unit Price	Unit	Quantity	Amount
Additional Licensing (5 license included)	\$1,000.00	Each	0	\$0.00
CTS Software - Online Training	\$150.00	Session	5	\$750.00
CTS Software - Onsite Training	\$400.00	Day	10	\$4,000.00
CTS Software - Travel Expenses	\$3,000.00	Trips	2	\$6,000.00
Services Total				\$10,750.00

Monthly Maintenance and Support	Unit Price	Unit	Quantity	Amount
TripMaster Software Maintenance and Support Base Fee	\$500.00	Lot	1	\$500.00
Vehicle Base Fee	\$10.00	Vehicle	11	\$110.00
Automated Scheduling Vehicle Fee	\$5.00	Vehicle	11	\$55.00
ParaScope - Tablet Software Vehicle Fee	\$5.00	Vehicle	11	\$55.00
Passenger Reminder Fee (6,000 Calls/Texts)	\$200.00	Lot	1	\$200.00
Vehicle Maintenance Vehicle Fee	\$5.00	Vehicle	0	\$0.00
ParaPortal Module Fee	\$150.00	Lot	1	\$150.00
ParaPass Module Fee	\$200.00	Lot	1	\$200.00
NC Medicaid Billing Fee	\$100.00	Lot	1	\$100.00

Monthly Maintenance and Support Total	\$1,370.00
Regional Project Discount	15%
Discounted Monthly Maintenance and Support Total	\$1,164.50
Software and Said Services Upfront Total	\$40,170.00
Regional Project Discount	15%
Discounted Software and Said Services Upfront Total	\$34,144.50