

Minutes of the 1 February 2011
Regular Meeting of the Yancey County Board of Commissioners
Held at 7:00 o'clock p.m. in the Yancey County Courtroom
Yancey County Courthouse, Burnsville, North Carolina

Present at the 1 February 2011 meeting of the Yancey County Board of Commissioners were Chairman Johnny Riddle, Commissioner Jill Austin, Commissioner Dale England, Commissioner Michele Presnell, Commissioner Marvin Holland, County Manager Nathan Bennett, Clerk to the Board Jason Robinson, County Attorney Donny Laws, Finance Director Lynne Hensley, Finance Officer Brandi Burleson, Emergency Management Director and E911 Director Bill Davis, Cooperative Extension Director Tres Magner, CJPP Director Kisha Byrd, members of the media, and members of the general public.

Call to Order and Approval of Agenda

Chairman Riddle called the meeting to order, welcomed everyone and asked Jonathan England, son of Commissioner England to deliver the invocation. Commissioner Presnell made a motion to approve the agenda and it was seconded by Commissioner Holland. The vote to approve was unanimous. (Attachment A)

Public Comment

The first person to speak before the Board was Bill Grover. He stated once again that he is an idiot because no one knows the law in Yancey County. He stated that he spent an hour looking through a portion of the North Carolina General Statutes trying to find the rules governing the county commission and he couldn't find it. He asked when we were going to wake up. The next person to speak was Betsy Solar who once again spoke about DSS and the unlawful acts that occur there that are causing harm to people all over the world. The next person to speak was Peter Franklin who asked the Board to consider video-taping the meetings. The final person to speak was Burl Ballew who supplied a right-of-way from Tull Mace to the US Forest Service from the 1950's and stated that the Forest Service wanted a right-of-way then he had it. He once again stated his displeasure with the US Forest Service closing Locust Creek Road thanks mainly he believes to the property owners who don't like undesirable people being close to their houses. He stated that he has lived on Highway 80 South for many years and he has had all kinds of noise and sirens going by his house for many years. Upon hearing from Mr. Ballew Commissioner Presnell started to make a motion but then withdrew it.

Approval of Minutes

The Board next considered minutes of meetings from December 30, 2010, January 4, 2011, January 20, 2011, and January 24, 2011. Commissioner England made a motion to approve these minutes and it was seconded by Commissioner Austin. The motion to approve the minutes was unanimous.

WAMY Community Action Report

The Board next heard from Andy Bryant, Energy Efficiency Coordinator and Jane Lentz, Executive Director of WAMY. Ms. Lentz stated that she would like to thank the Board for having WAMY at the meeting and for taking time to hear from them. She also stated that she came to introduce herself. Mr. Bryant wanted to thank the Board for its support for WAMY and the Energy Efficiency program. Mr. Bryant provided an update on the Weatherization Program and the number of people that have been served recently in Yancey County. He stated that 110 people have been served in Yancey County over the last year. He also provided a brochure explaining the WAMY Weatherization Program (Attachment B)

Finance Office Report

The Board next heard from Finance Director Lynne Hensley and Finance Officer Brandi Burleson. Mrs. Burleson presented the Board with the year-to-date budget as of December 31, 2010 (Attachment C). She stated that revenues and expenditures were within line of what had been budgeted. The Board then heard from Finance Director Lynne Hensley who introduced the auditing firm that the county government uses for its independent audits, Dixon Hughes PLLC. Mrs. Hensley introduced Mr. Brian Broom and Mr. David Kerestes who would be presenting the audit. Mr. Kerestes reviewed the audit for 2009-2010 (Attachment D) and stated that the fund balance which had been in the negative for the last several years was now in the positive at 1.3%. He stated that this was a move in the right direction but that the Local Government Commission liked to see a local government have an 8% fund balance. He stated that there was still some work to be done to bring the fund balance up to the required amount. He further stated that there

were six findings in the audit that he described as “areas for improvement” in the tax office, finance office, and the department of social service. He added that many of these findings were indicative of a small county with a limited staff.

Tax Office Report

The Board next heard from Tax Supervisor Jeff Boone. Mr. Boone came before the Board for two reasons. One of those reasons was to request a release and refund for a taxpayer who it was found was paying too much tax. Upon hearing from Mr. Boone Commissioner Holland made a motion to approve the release and refund. The motion was seconded by Commissioner England and the vote to approve was unanimous (Attachment E). Mr. Boone also updated the Board on the present use value audit that has been going on for the last few months. Mr. Boone stated that the Statutes require an audit of 1/8 of all the parcels in present use each year and that he never remembers one of these audits being conducted in 12 years. Mr. Boone further stated that the audits are to ensure that the parcels that are in present use are still eligible to be in present use and that the plans are up-to-date.

2010 Emergency Management/E-911 Report

The Board next heard from Emergency Management Director and E-911 director Bill Davis. Mr. Davis presented the Board with the 2010 Yancey County E-911 report (Attachment F) and outlined how emergency services were utilized in the county. Mr. Davis also talked about the Emergency Response Drill in April Commissioner Presnell inquired about center-line technologies and general discussion followed.

Resolution-Adopting a Policy for Mutual Assistance with other Law Enforcement Agencies

The Board next heard from Yancey, Madison, Mitchell CJPP Director Kisha Byrd. Ms. Byrd told the Board about the Criminal Justice Partnership Program (CJPP) and about what it does. She stated that the program is entirely funded by the State of North Carolina and is used as an alternative to prison. When asked she stated that the program has about a 40% success rate for offenders. Ms. Byrd further stated that she was coming before the Board to ask for approval of the grant application that funds the program and for approval of service provider contracts. County Manager Nathan Bennett informed the Board that the county attorney had looked over the contracts and everything looked to be in order. Upon hearing from Ms. Byrd Commissioner Austin made a motion to approve the grant application and authorize county staff to sign the necessary documents needed to submit the grant. The motion was seconded by Commissioner England and the vote to approve was unanimous (Attachment G). Commissioner Presnell then made a motion to approve two contracts one with ARP Phoenix and the other with Swain Recovery Center. The motion was seconded by Commissioner Holland and the vote to approve was unanimous (Attachment H).

Cooperative Extension Service Update

The Board next heard from Cooperative Extension Director Tres Magner. Mr. Magner updated the Board on the feasibility study that is being conducted for Yancey County by Smithson Mills for an agricultural center. Mr. Magner stated that to date there has been about \$13,500 raised for the project (none of which is from the county). He further stated that he hoped to have all of the \$20,000 for the project by the end of the year (Attachment I). Mr. Magner informed the Board that this feasibility study was going to determine if there is a need for an agricultural center, how to best use an agricultural center, and where to locate an agricultural center. Mr. Magner further informed the Board that the reason for this agricultural center was to increase farmer income.

Ordinance Prohibiting Possession and Consumption of Alcoholic Beverages on Park and Campground Property

Commissioner Holland then informed the Board about the ordinance that he had been working on for the Parks and Recreation Department that would ban all alcoholic beverages from Parks and Recreation property. He stated that this ordinance was taken from Union County where this ordinance had been around since 1999. Commissioner Holland also informed the Board that this would help to signal to the campers at Toe River Campground that there would be no “drunken parties”. Chairman Riddle then asked the Clerk to the Board to read the ordinance into the minutes (Attachment J). After reading the ordinance into the minutes County Manager Nathan Bennett stated that County Attorney Donny Laws had looked at the ordinance and made a few minor adjustments before it was read. County Attorney Laws then told the Board that the ordinance need only to go through a first reading if the vote to approve it was unanimous. Upon hearing from County Attorney Laws Commissioner England made a motion

to approve the ordinance. The motion was seconded by Commissioner Austin and the vote to approve the ordinance was unanimous.

Adjournment

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

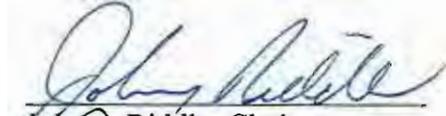
Approved and authenticated on this the 1st day of March 2011.

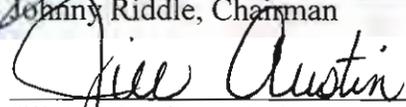
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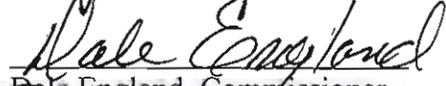

J. Jason Robinson
Clerk to the Board

(county seal)

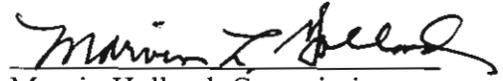



Johnny Riddle, Chairman


Jill Austin, Commissioner


Dale England, Commissioner


Michele Presnell, Commissioner


Marvin Holland, Commissioner

COUNTY MANAGER
Nathan Bennett



COMMISSIONERS
Jill Austin
Dale England
Marvin Holland
Michele Presnell
Johnny Riddle

YANCEY COUNTY

110 Town Square, Room 11 • Burnsville, North Carolina 28714
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AGENDA YANCEY COUNTY BOARD OF COMMISSIONERS REGULAR BUSINESS MEETING

February 1, 2011

7:00 P.M.

- I. Call to Order and Invocation – Chairman Johnny Riddle
- II. Approval of the Agenda
- III. Public Comment
- IV. Approval of Minutes
- V. Watauga-Avery-Mitchell-Yancey (WAMY) Community Action Report – Andy Bryant, Energy Efficiency Coordinator and Jane Lentz, Executive Director
- VI. Finance Office Report – Lynne Hensley, Finance Director and Brandi Burleson, Finance Officer
 - a. FY 2010-11 Year to Date Financial Report
 - b. Fiscal Year 2009-10 Financial Audit Report – Brian Broom/David Kerestes, Dixon-Hughes, PLLC
- VII. Tax Department Report – Jeff Boone, Tax Administrator and Fonda Thomas, Tax Collector
 - a. Releases and Refunds
 - b. Present Use Value Audit Update
 - c. Delinquent Tax Resolution
- VIII. Emergency Management/E-911 – 2010 Yearly Report – Bill Davis, Director, Emergency Management/E-911
- IX. Criminal Justice Partnership Program – Kisha Byrd, Director, Yancey-Mitchell-Madison CJPP
 - a. FY 2011-12 CJPP Grant Application
 - b. Service Provider Contracts
- X. Cooperative Extension Service – Agriculture Feasibility Study Update – Tres Magner, Extension Director
- XI. PROPOSED ORDINANCE – FIRST READING – An “Ordinance Prohibiting Possession and Consumption of Alcoholic Beverages on Park and Campground Properties” – Commissioner Holland
- XII. Commissioner Comments
- XIII. Adjourn

Attachment B

Thank You for Supporting WAMY Community Action, Inc.

All donations are 100% tax deductible and will go toward the many programs listed below.

WAMY Community Action, Inc. has been providing services to the citizens of Watauga, Avery, Mitchell and Yancey Counties since 1964. It is our mission to provide services, awareness, solutions, and empowerment to individuals and families from disadvantaged circumstances.

Programs:

To accomplish our mission, we operate multiple programs that focus on self-reliance. Following are some of the programs we currently operate:

Total Family Development

A comprehensive program designed to support families in their efforts to become self-sufficient. Eligible individuals will have an employment or educational goal and must meet income requirements. Services include financial planning, career development and some supportive services.

Micro Enterprise Loan Program

It is our aim to create a level of economic self-sufficiency to citizens who wish to start their own business, or to existing small business owners. We provide technical assistance, training opportunities, access to market information and access to capital in the form of small business loans.

Gardening Program

Each year, WAMY has a select number of vouchers available to low-income residents who would like to grow their own garden. These vouchers are used for seeds and gardening supplies.

Avery Amigos

This program serves to bridge the gap for Avery County's Latino community. The primary goal of this program is to assist Hispanic families in becoming self-sufficient.

Avery YO!

Avery Youth Opportunities is a partnership between WAMY and Avery County 4-H to provide afterschool services to Avery County students. Services include tutoring, physical activities, field trips, etc.



WAMY Community Action is a private 501c3 nonprofit organization. We are an equal opportunity provider, employer and lender. Auxiliary aids and services available upon request to individuals with disabilities.

FEATURED PROGRAM

WEATHERIZATION

This program helps families permanently reduce their energy bills by making their homes more energy efficient. On average, weatherization reduces heating bills by 35% and overall energy bills by \$437 per year. WAMY has received additional funding from the American Recovery and Reinvestment Act that enables us to provide weatherization to more families than ever. Eligibility is based on family size and income. Give us a call at 828-264-2421 or come by to pick up an application!

Supportive Housing Program

This program gives chronically homeless participants access to benefits and resources to assist them in finding housing.

Single Family Rehab Program

Comprehensive home rehab which is designed to extend the life of the home for 30 years. Occupants must be at least 62 years old and income-qualify to be accepted into the program.

Unique Boutique Thrift Shop

WAMY operates a thrift store with items donated to the agency. The store is open Monday - Saturday and donations are always appreciated. The proceeds from our sales go to support the many self-sufficiency programs we operate.

WAMY Community Action, Inc.

225 Birch Street, Suite 2

Boone, NC 28607

P: 828-264-2421

E: wamyadminl@charter.net

www.wamvcommunityaction.org

Weatherization Talking Points Grid

Fighting Energy Poverty

- Low-income households, including the elderly, disabled or families with children who can't afford home energy
- \$437 or more in annual utility bill savings year after year at current energy prices
- Energy savings average 35% of consumption for the typical low-income home pre-weatherization consumption
- More household money is made available for other basic necessities, medicine or groceries
- In 2010, weatherized homes nationally will save \$2.1 billion for low-income families

Investment in America

- Anticipated that over 650,000 homes will be weatherized during the ARRA period.
- For every \$1 invested in the program, Weatherization returns \$2.51 to the household and society.
 - \$1.80 is returned in reduced energy bills
 - \$0.71 is returned to ratepayers, households, and communities through:
 - increased local employment
 - reduced uncollectible utility bills
 - improved housing quality
 - better health and safety
 - reduces heat-related illness and death
 - reduces risk of death from home fires due to utility disconnection

Weatherization Works

Climate Change

- Reduces residential and power plant emissions of carbon dioxide by 2.65 metric ton/year per home
- Over the life of the measures, saves 53 metric tons of CO2 emissions per house
- Weatherization decreases national energy consumption by the equivalent of 24.1 million barrels of oil annually

The Economy

- \$5 billion in weatherization funds during the ARRA period, as well as \$180 million weatherization funds in annual appropriations, cost effectively invested by DOE in low-income energy efficiency
- Provides direct jobs and indirect employment nationwide
- Insurance policy against future price increases; when a low-income home is weatherized, both its energy bill and fuel consumption are reduced each year for many years to come. In times of energy supply and price problems, weatherization recipients are better able to cope with rising prices.
- Community benefits from energy efficient housing stock and increased economic activity

Sources: ORNL/TM-2010/66, EIA
February 2010 Short Term Energy
Outlook

Updated April 2010

Attachment C

**2010-2011 BUDGET SUMMARY
AS OF DECEMBER 31, 2010**

REVENUES

ORIGINAL BUDGET	AMENDMENTS	REVISED BUDGET	ACTUAL REVENUE	AMT TO BE COLLECTED	% COLLECTED
\$19,390,666.00	-\$189,270.00	\$19,201,396.00	\$11,887,368.46	\$7,314,027.54	61.90%

EXPENSES

ORIGINAL BUDGET	AMENDMENTS	REVISED BUDGET	YTD EXPENDED	AVAIL. BUDGET	% USED
\$19,390,666.00	-\$189,270.00	\$19,201,396.00	\$8,373,731.88	\$10,827,664.12	43.60%

*Item VI (a)
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FOR 2011 06

ACCOUNTS FOR: 10 GENERAL FUND	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
0	-9,100	0	-9,100	-6,019.24	-3,080.76	66.1%
4053 MAPPING DEPT REVENUES	-400	0	-400	-222.00	-178.00	55.5%
4081 EMERGENCY MGMT REVENUES	-18,899	0	-18,899	.00	-18,899.00	.0%
4145 TAX COLLECTIONS	-11,869,227	369,342	-11,499,885	-9,092,312.91	-2,407,572.09	79.1%
4160 CLERK OF COURT	-16,000	0	-16,000	-6,696.12	-9,303.88	41.9%
4180 REGISTER OF DEEDS	-138,800	0	-138,800	-66,685.33	-72,114.67	48.0%
4310 SHERIFF'S DEPT	-26,750	0	-26,750	-9,091.02	-17,658.98	34.0%
4320 JAIL	-75,500	0	-75,500	-8,530.23	-66,969.77	11.3%
4325 NONDEPARTMENTAL	-2,595,074	-226,395	-2,821,469	-716,016.77	-2,105,452.23	25.4%
4350 BUILDING INSPECTIONS	-25,000	0	-25,000	-18,616.90	-6,383.10	74.5%
4524 TRANSPORTATION-E&D TAP	-393,161	0	-393,161	-218,353.47	-174,807.53	55.5%
4710 SANITATION	-920,000	0	-920,000	-438,568.01	-481,431.99	47.7%
4720 LANDFILL	-126,316	25,000	-101,316	-24,041.77	-77,274.23	23.7%
5320 INCOME MAINTENANCE	-22,000	0	-22,000	-14,261.08	-7,738.92	64.8%
5321 DSS-ADMINISTRATION	-2,833,099	11,664	-2,821,435	-1,036,783.71	-1,784,651.29	36.7%
5330 CHILDREN & FAMILY SERVICES	-14,659	9,659	-5,000	-175,063.37	170,063.37	3501.3%
5820 VETERAN SERVICES	-2,000	0	-2,000	.00	-2,000.00	.0%
5850 CHILD DAY CARE	-131,594	0	-131,594	-1,968.88	-129,625.12	1.5%
6120 RECREATION	-34,100	0	-34,100	-15,729.94	-18,370.06	46.1%
6130 TOE RIVER CAMPGROUND	-138,987	0	-138,987	-38,407.71	-100,579.29	27.6%
TOTAL GENERAL FUND	-19,390,666	189,270	-19,201,396	-11,887,368.46	-7,314,027.54	61.9%

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FOR 2011 06

ACCOUNTS FOR: 10 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4110 GOVERNING BODY	62,209	10,527	72,736	22,990.52	.00	49,745.48	31.6%
4120 MANAGEMENT	111,779	0	111,779	57,903.42	.00	53,875.58	51.8%
4130 FINANCE	107,524	0	107,524	53,761.32	.00	53,762.68	50.0%
4140 TAX ADMINISTRATION	310,808	6,822	317,630	195,880.50	.00	121,749.50	61.7%
4145 TAX COLLECTIONS	0	0	0	.00	.00	.00	.0%
4150 LEGAL SERVICES	62,000	0	62,000	8,982.64	.00	53,017.36	14.5%
4160 CLERK OF COURT	11,500	0	11,500	1,072.58	.00	10,427.42	9.3%
4170 BOARD OF ELECTIONS	167,520	0	167,520	79,708.87	.00	87,811.13	47.6%
4180 REGISTER OF DEEDS	229,529	0	229,529	105,857.38	.00	123,671.62	46.1%
4190 MAINTENANCE	322,228	25,000	347,228	126,046.21	.00	221,181.79	36.3%
4195 MAPPING	58,940	0	58,940	35,142.53	.00	23,797.47	59.6%
4198 INFORMATION TECHNOLOGY	57,836	0	57,836	24,856.79	.00	32,979.21	43.0%
4200 NON-DEPARTMENTAL	1,031,833	31,222	1,063,055	583,959.40	.00	479,095.60	54.9%
4310 SHERIFF'S DEPT	1,011,761	0	1,011,761	491,393.14	.00	520,367.86	48.6%
4315 SHERIFF DISPATCH	206,354	0	206,354	87,598.71	.00	118,755.29	42.5%
4322 COUNTY DETENTION FACILITY	646,095	0	646,095	341,912.75	.00	304,182.25	52.9%
4325 NONDEPARTMENTAL	5,000	0	5,000	7,832.00	.00	-2,832.00	156.6%
4330 EMER MGMT	24,952	0	24,952	10,125.94	.00	14,826.06	40.6%
4350 BUILDING INSPECTIONS	170,039	0	170,039	77,522.39	.00	92,516.61	45.6%
4360 MEDICAL EXAMINER	17,000	0	17,000	4,300.00	.00	12,700.00	25.3%
4370 CONTRACTUAL EMS/RESCUE	866,160	0	866,160	454,580.00	.00	411,580.00	52.5%
4380 ANIMAL CONTROL	22,195	0	22,195	2,431.00	.00	19,764.00	11.0%
4390 ENHANCED 911-NON SURCHARGE	238,374	0	238,374	124,549.90	.00	113,824.10	52.2%
4520 ADMINISTRATION	145,707	0	145,707	71,765.19	.00	73,941.81	49.3%
4521 OPERATIONS	201,334	0	201,334	75,206.93	.00	126,127.07	37.4%
4522 CAPITAL	35,300	7,072	42,372	216.17	.00	42,155.83	.5%
4524 TRANSPORTATION-E&D TAP	67,678	0	67,678	45,093.46	.00	22,584.54	66.6%
4705 PUBLIC WORKS	3,300	0	3,300	2,155.02	.00	1,144.98	65.3%
4710 SANITATION	1,836,725	0	1,836,725	811,464.07	.00	1,025,260.93	44.2%
4715 RECYCLING	128,985	0	128,985	70,086.66	.00	58,898.34	54.3%
4720 LANDFILL	252,631	-50,000	202,631	67,041.09	.00	135,589.91	33.1%
4750 FORESTRY	72,445	30,384	102,829	13,145.14	.00	89,683.86	12.8%
4910 PLANNING	46,981	0	46,981	23,134.46	.00	23,846.54	49.2%
4920 ECONOMIC DEVELOPMENT	33,360	0	33,360	16,680.00	.00	16,680.00	50.0%
4950 AGRICULTURAL EXTENSION	235,272	0	235,272	89,937.85	.00	145,334.15	38.2%
4951 4-H AFTERSCHOOL	67,031	0	67,031	40,335.02	.00	26,695.98	60.2%
4957 4-H FRIENDS	20,587	0	20,587	8,831.85	.00	11,755.15	42.9%
4960 SOIL & WATER CONSERVATION	86,511	0	86,511	43,255.50	.00	43,255.50	50.0%
5210 MENTAL HEALTH	36,000	0	36,000	13,000.00	.00	23,000.00	36.1%
5211 TOE RIVER HEALTH DISTRICT	337,000	0	337,000	174,463.84	.00	162,536.16	51.8%
5310 ADMINISTRATION	411,303	5,788	417,091	178,556.52	.00	238,534.48	42.8%
5320 INCOME MAINTENANCE	900,639	-88,240	812,399	476,667.29	.00	335,731.71	58.7%
5330 CHILDREN & FAMILY SERVICES	2,985,014	-159,575	2,825,439	1,147,407.29	.00	1,678,031.71	40.6%
5820 VETERAN SERVICES	18,320	0	18,320	6,004.62	.00	12,315.38	32.8%

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FOR 2011 06

ACCOUNTS FOR: 10 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5850 CHILD DAY CARE	197,145	0	197,145	99,266.61	.00	97,878.39	50.4%
5910 PUBLIC SCHOOLS	3,762,558	30,000	3,792,558	1,603,167.71	.00	2,189,390.29	42.3%
5920 COMMUNITY COLLEGES	286,520	0	286,520	145,860.02	.00	140,659.98	50.9%
6110 LIBRARY	85,721	0	85,721	43,501.24	.00	42,219.76	50.7%
6116 CULTURAL RESOURCE COMMISSION	47,689	0	47,689	23,188.51	.00	24,500.49	48.6%
6120 RECREATION	150,491	0	150,491	68,801.69	.00	81,689.31	45.7%
6125 CRG - ADMINISTRATION	59,429	0	59,429	25,443.18	.00	33,985.82	42.8%
6130 TOE RIVER CAMPGROUND	121,333	11,730	133,063	91,646.96	.00	41,416.04	68.9%
7000 CONTRIBUTION TO VARIOUS FUNDS	1,016,021	-50,000	966,021	.00	.00	966,021.00	.0%
TOTAL GENERAL FUND	19,390,666	-189,270	19,201,396	8,373,731.88	.00	10,827,664.12	43.6%

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Attachment D

Report to the Members of Yancey County

Board of Commissioners

June 30, 2010



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Appendix A - Signed Management Representation Letter

If you should have questions regarding this report, please contact:

Brian Broom, Director
or
Dave Kerestes, Manager

DIXON HUGHES PLLC
500 Ridgefield Court
Asheville, NC 28806
828-236-5802 (bbroom@dixon-hughes.com)
828-236-5796 (dkerestes@dixon-hughes.com)



Summary of Professional Services

SERVICES PERFORMED

- Annual audit of financial statements
- Assistance in the preparation of the Basic Financial Statements
- Compliance audit in accordance with OMB Circular A-133 and the State Single Audit Implementation Act
- Preparation of the data collection form required by OMB Circular A-133
- Annual report to management on observations and recommendations for improvements
- Consultation on accounting matters as requested
- Management consulting services on business matters as requested



Audit and Financial Statement Summary

Our report for the 2010 audit expresses an **unqualified opinion** on the fair presentation of the financial statements in all material respects, in conformity with accounting principles generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Our reports, in accordance with *Government Auditing Standards* and OMB Circular A-133, disclosed six findings, which are reported in more detail on the Schedule of Findings and Questioned Costs on Pages 15 through 22 of the Compliance Reports.

The following is a summary, from Pages 13 and 14 of the basic financial statements, of fund balance in the General Fund:

	<u>2010</u>	<u>2009</u>
Total fund balance	\$ 1,080,155	\$ 435,742
Less: reserved by State Statute	<u>(848,166)</u>	<u>(2,386,509)</u>
Fund balance available for appropriation	<u>\$ 231,989</u>	<u>\$ (1,950,767)</u>
Total expenditures and other uses	<u>\$ 17,528,138</u>	<u>\$ 20,135,170</u>
Fund balance as a percentage of expenditures	<u>1.3%</u>	<u>(9.7)%</u>

page
4

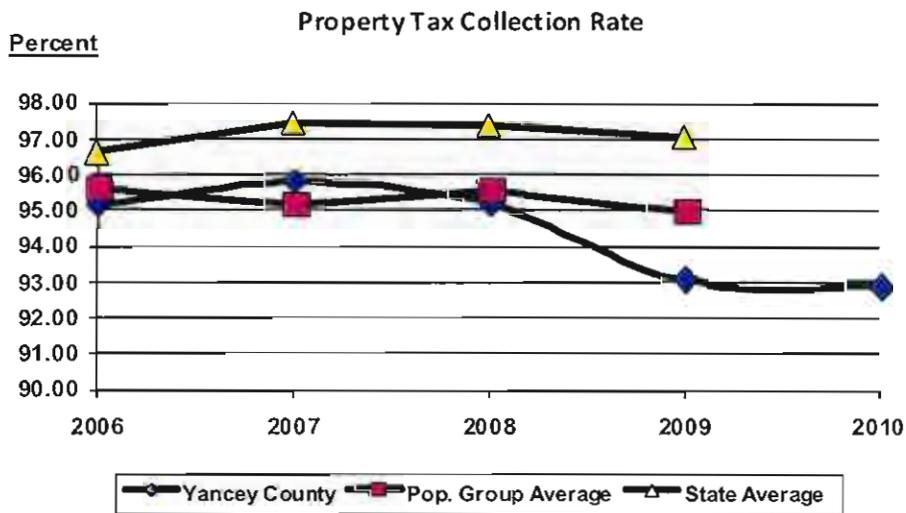
The Local Government Commission recommends maintaining a reserved fund balance equal to at least 8% of expenditures.



Audit and Financial Statement Summary

The following is a summary, from Page 60 of the basic financial statements, of property tax collection and collection rates:

	<u>2010</u>	<u>2009</u>
Net levy	\$ 11,605,708	\$ 11,522,242
Uncollected taxes at June 30	832,344	803,322
Current year taxes collected	<u>\$ 10,773,364</u>	<u>\$ 10,718,920</u>
Ratio of taxes collected to net levy	<u>92.83%</u>	<u>93.03%</u>



Based on county and municipal information at www.treasurer.state.nc.us for counties (populations below 25,000). 2010 data is not yet available.



Required Auditor Communications

To the Yancey County Board of Commissioners
Burnsville, North Carolina

We have audited the financial statements of Yancey County (the "County") as of and for the year ended June 30, 2010, and have issued our report thereon dated February 1, 2011. Professional standards require we advise you of the following matters related to our audit.

Our Responsibility under Auditing Standards Generally Accepted in the United States of America and Government Auditing Standards

As stated in our engagement letter dated March 31, 2010, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your responsibilities.

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In planning and performing our audit, we considered the County's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting.

As part of obtaining reasonable assurance about whether the County's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants, non-compliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit.



Required Auditor Communications

ITEMS TO BE COMMUNICATED AND AUDITORS' RESPONSE

Our Responsibility under Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and the State Single Audit Implementation Act

As stated in our engagement letter dated March 31, 2010, we tested controls and compliance with the requirements of laws, regulations, contracts and grant agreements that have a direct and material effect on the administration of the County's major federal and state programs and are responsible for communicating significant findings and known, or likely, questioned costs in excess of \$10,000 as defined in OMB Circular A-133. We reported six findings that can be found on Pages 15 through 22 of the Compliance Reports. We have communicated other observations we noted during our audit that are not considered significant deficiencies in the accompanying Communication on Internal Control Related Matters.

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7

Planned Scope and Timing of the Audit

We performed the audit according to the planned scope and timing previously communication to you in our letter about planning matters dated July 2, 2010.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by the County are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2010.



Required Auditor Communications

ITEMS TO BE COMMUNICATED AND AUDITORS' RESPONSE

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- Management's estimate of accumulated depreciation expense is based on the assets' respective estimated useful lives. We evaluated the key factors and assumptions used to develop the accumulated depreciation in determining that it is reasonable in relation to the financial statements taken as a whole.
- Management's estimate for uncollectible taxes is based on historical experience and appears to be logically developed and consistently applied.
- Management's estimates for other postemployment benefit obligations are based on guidance provided by independent third parties.

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8

Financial Statement Disclosures

The disclosures in the financial statements are neutral, consistent, and clear. The disclosures present the issues involved, and the related judgments made, in formulating particularly sensitive financial state disclosures (for example, disclosures related to revenue recognition and subsequent events).

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.



Required Auditor Communications

ITEMS TO BE COMMUNICATED AND AUDITORS' RESPONSE

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. The audit resulted in the following adjustments effecting revenues and expenditures:

	<u>General</u>	<u>Library Capital Project</u>
To adjust year-end sales tax receivables	\$ 220,317	\$ -
To adjust cash for unreconciled difference	(76,355)	-
To adjust year-end payables	8,198	-
To adjust payroll and related liabilities	(56,785)	-
To defer prepaid property taxes	(40,536)	-
To record net library loan proceeds	-	985,418

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The GASB 34 conversion entries are summarized on Pages 13 and 15 of the financial statements.

Any uncorrected financial statement misstatement should be disclosed to the Board in accordance with auditing standards.

- An actuarial valuation was not performed for the law enforcement officer's separation allowance to determine the net pension obligation. The effect on governmental activities was estimated to be approximately \$82,000. This is 1% of total net assets and is considered immaterial.
- A capital lease liability was not recorded for a three year equipment lease. The effect on governmental activities was estimated to be \$75,000. This is 1% of total net assets and is considered immaterial.



Required Auditor Communications

ITEMS TO BE COMMUNICATED AND AUDITORS' RESPONSE

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated February 1, 2011. See Appendix A.

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Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the County's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the County's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.



Required Auditor Communications

ITEMS TO BE COMMUNICATED AND AUDITORS' RESPONSE

Auditing standards generally accepted in the United States of America and Government Auditing Standards require independence for all audits. The two main principles of independence are: (1) do not perform non-attest services that involve making management decisions; and (2) do not audit your own work. No events have occurred to impair our independence during this year's audit. We have assisted management in the preparation of the financial statements and schedule of expenditures of federal and state awards. Management has reviewed and approved these statements and schedule.

This report is intended solely for the information and use of the Board of County Commissioners, management, and federal and State agencies, and is not intended to be and should not be used by anyone other than these specific parties.

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We wish to take this opportunity to express our appreciation for the assistance and cooperation given our representatives during our audit. Should you have any questions concerning the matters presented herein, we would be pleased to discuss them with you further at your conveniences.

February 1, 2011



Letter of Comments

Yancey County Board of Commissioners
Yancey County, North Carolina

In planning and performing our audit of the financial statements of Yancey County, North Carolina (the "County"), as of and for the year ended June 30, 2010, in accordance with auditing standards generally accepted in the United States of America, we considered the County's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

Any matters involving the internal control and its operation that are considered to be significant deficiencies under standards established by the American Institute of Certified Public Accountants have been communicated in our reports on compliance and internal control in the accompanying compliance reports.

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The conditions and recommendations described below are not considered by us to be significant deficiencies but are presented for your consideration to enhance existing control policies and procedures or identify areas to assist management in day to day operations.

Medicaid Eligibility

During Medicaid eligibility testwork, we noted procedural and documentation issues; however, these did not affect eligibility status. The "Notice of Rights to Transportation" form (DMA-5046) was not included in case file at each re-application

We recommend departmental staff review procedures for documentation that should be used/obtained during applications and re-applications for Medicaid benefits and provide additional training as considered necessary.



Letter of Comments

Library Expansion Project

It does not appear that the current Library Expansion project ordinance provides for overhead costs such as the project manager and her assistant and other indirect costs. In addition, the County issued debt during the current year for this project but the project ordinance was not adjusted. We recommend the County amend the project ordinance for these changes and record the adjustments in the Fund.

Cash Disbursements

During walkthrough and testing of controls over DSS non-payroll disbursements, we noted several areas of internal controls where the key controls were not properly documented and in need of improvement.

- Purchase requests should be completed and approved for all non-recurring expenditures.
- All purchase orders should contain the signature of the Finance Officer or Director of Finance to indicate approval of expenditures.
- "Paid" should be marked directly on invoices when they are paid to ensure duplicate payment does not occur.
- Invoices for DSS attorney services are delivered directly to the A/P clerk without undergoing review by a supervisor. A supervisor should review each attorney invoice and document approval.
- DSS invoices and reimbursement requests do not contain all appropriate signatures of approval. A policy should be in place to ensure that invoices and reimbursement requests contain all the appropriate signatures and are filed in such a manner that the completed versions are able to be located.
- Services for administering child support are paid to the provider based on a flat fee. The actual hours worked are not reconciled to the monthly fee to ensure that expenditures are allowable.



Letter of Comments

It was noted that outstanding checks date back to 2008. Escheatment laws, as described in NCGS Chapter 116B, should be followed on outstanding checks over a year old.

DSS Case Files

During testing of DSS day sheets and case file documentation, we noted two case files that had to be recreated because they were unable to be located. We recommend a clearly specified system for filing records to be put in place so that files can be located when needed and to prevent loss of documentation.

Adoption Assistance Program

During Adoption Assistance eligibility testing, we noted several documents were missing from the files maintained by the County due to the cases being joint agency adoptions. We recommend the County retain all documentation relating to eligibility for any adoption cases in which the County participates.

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Payroll

During a walkthrough of the controls in place over payroll, several areas for improvement were noted. Employees' time sheets should be signed by the respective supervisors to indicate approval. Department heads' timesheets should be signed by the County Manager to indicate approval of employees' time. Documentation should be made to support that pay rates per the timesheets are agreed to the payroll system.

Capital Asset Recordkeeping

The current capitalization threshold is \$1,000. This lower threshold has caused the capital asset recordkeeping to be costly and inefficient. We recommend the County evaluate its current capitalization policy and adjust it as necessary. The threshold should not exceed \$5,000, which is suggested by the Government Finance Officers Association and OMB Circular A-87.



Letter of Comments

This report is intended solely for the information and use of the Board of County Commissioners, management, and federal and State agencies, and is not intended to be and should not be used by anyone other than these specific parties.

We wish to take this opportunity to thank the County's accounting staff. We would also like to express our appreciation for the assistance and cooperation given our representatives during our audit. Should you have any questions concerning the matter presented herein, we would be pleased to discuss it with you further at your convenience.

February 1, 2011

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Appendix A
Signed Management
Representation Letter



Attachment E

(1)

Paul R. Ewing
800 Ewing Lane
Burnsville, NC
828-682-7023

Item VII (a)

22 October 2010

Yancey County Tax Administration
110 Town Square Room 1
Burnsville, NC 28714

RE: Property Account No. 01002 00572-3

Gentlemen:

I own a parcel of land which is 2.77 acres. The tax bill for 2010 is bill number 2010005025.

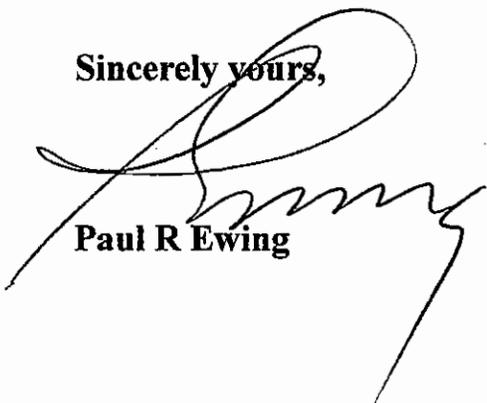
I discovered this year that I was being taxed at a rate that would include a home on the property. It does not. After discussing this with Deborah Wilson in your office she corrected the taxes for 2010 to be \$190.74 rather than the billed amount of \$1,187.79.

Deborah checked the tax record for 2009 and discovered that I had overpaid a similar amount last year. She advised that I would have to request a release and a refund in writing.

This letter is that request.

Please issue a credit to me for the overpaid taxes in 2009.

Sincerely yours,



Paul R Ewing

2009 Refund

$$\$195,500 \times .51\% = \$997.05$$

Interest from 1/13/10 $10.25\% \div 12 = .85$
 $.85 \times 10.5 \text{ mo} = 8.93$

$$\$997.05 \times 8.93\% = \$89.04$$

$$\begin{array}{r} 997.05 \\ + 89.04 \\ \hline \$1,086.09 \end{array} \text{ Total Refund}$$

RESIDENTIAL PROPERTY RECORD CARD

YANCEY COUNTY, NORTH CAROLINA

EFFECTIVE DATE OF VALUE:

21 SHADY SIDE DR PARCEL ID: 071802755850.000 MAP/CODE/LOT # 01002 00572-3 CLASS: R STATE CLASS: 501 CARD #: 1 OF 1

CURRENT OWNER/ADDRESS ZONING: LAND DATA: NBHD ID: 101.00 LIVING UNITS: VALUE FLAG: COST
EWING, PAUL & JUDITH TYPE SIZE RATE INFLUENCE FACTORS % LAND VALUE - ASSESSMENT INFORMATION -
800 EWING LANE NC 28714 UNDEVELOPED 2.770 13500 37,400 LAND FARM USE BUILDING TOTAL 37,400
BURNSVILLE

DEED BOOK: DEED PAGE: DEED DATE: - DATA COLLECTION INFORMATION- 20090622 25 22

DATE TYPE PRICE VALID BOOK/PAGE TOTAL ACREAGE: 2.770 TOTAL LAND VALUE: 37,400

Table with columns: PERMIT DATA DATE, NUMBER, PURPOSE, COST, Lower Level, First Floor, Second Floor, Third Floor, Area, Value. Includes DWELLING DATA and COST APPROACH COMPUTATIONS.

DWELLING DATA: Story Ht., Style, Walls, Bedrooms, Total Rooms, Basement, Attic, Full Baths, Half Baths, Add'l Fixtures, Total Fixtures, Heating System, Type, Fin. Bsmt. Living Area, Basement Rec Room Area, Total Fireplace, Basement Garage (# Cars), Ground Flr Area, TOT LIVING AREA, Quality Grade, Condition, Year Built, Eff. Year Built, CDU.

COST APPROACH COMPUTATIONS: Base Price, Plumbing, Additions, Unfin. Area, Basement, Attic, Heat/AC Adj., FBLA, Rec Rm, Fireplace, Bsmt. Gar., SUBTOTAL, Grade Factor, C & D factor, TOTAL RCN, % Good, Market Adj., TOTAL RCNLD

OUTBUILDING DATA Type Qty Yr Size1 Size2 Grd Cond Value

NOTES: ADD DWELL '09 LOT 3 RIVER WALK DEV

MISC. OUTBUILDING TO OUTBUILDING TOTAL:

YANCEY COUNTY TAX ADMINISTRATION

Real/Personal Property Bill-Reprint

Bill: N2008004748

Original Billing Date: 08/05/2008

P I N: 071802755850000

Name 1: EWING, PAUL & JUDITH

Usage:

Name 2:

Size: 2.770

Name 3:

Address Line 1: 800 EWING LANE

Address Line 2:

NonTaxing Districts

City-State-Zip: BURNSVILLE

NC 28714

Twp:

Town:

Taxing Districts

YANCEY COUNTY

Building Value: \$0

BURNSVILLE FIRE DISTRICT

Land Value: \$37,400

Use Value: \$0

E911 Address:

Taxable Real: \$37,400

Exclusion: \$0

Deed Book/Page/Date:

Net Real: \$37,400

Amounts Billed:

Personal: \$0

County Tax \$168.30

Mobile Homes: \$0

Fire District Tax \$18.70

Vehicles: \$0

Machinery: \$0

Supplies: \$0

Total Personal: \$0

Total Billed \$187.00

Exclusion: \$0

Net Personal \$0

Total Taxable: \$37,400

YANCEY COUNTY TAX ADMINISTRATION

Real/Personal Property Bill-Reprint

Bill: N2009004961

Original Billing Date: 07/28/2009

P I N: 071802755850000

Name 1: EWING, PAUL & JUDITH

Usage:

Name 2:

Size: 2.770 A

Name 3:

Address Line 1: 800 EWING LANE

Address Line 2:

NonTaxing Districts

City-State-Zip: BURNSVILLE NC 28714

Twp: BURNSVILLE

Town:

Taxing Districts

YANCEY COUNTY

Building Value: \$175,300

BURNSVILLE FIRE DISTRICT

Land Value: \$57,600

Use Value: \$0

E911 Address: 21 SHADY SIDE DR

Taxable Real: \$232,900

Deed Book/Page/Date: 281 59 00000000

Exclusion: \$0

Net Real: \$232,900

Amounts Billed:

County Tax \$1,048.05

Personal: \$0

Mobile Homes: \$0

Fire District Tax \$116.45

Vehicles: \$0

Machinery: \$0

Supplies: \$0

Total Personal: \$0

Total Billed \$1,164.50

Exclusion: \$0

Net Personal \$0

Total Taxable: \$232,900

EWING, PAUL & JUDITH
800 EWING LANE

BURNSVILLE

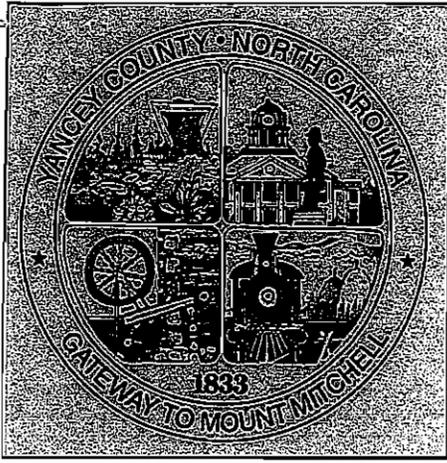
NC 28714

PIN History for 071802755850000
YANCEY COUNTY TAX ADMINISTRATION
110 TOWN SQUARE, ROOM 1
BURNSVILLE, NC 28714
828.682.2197

BILLINGS

Bill Number:	N2008004748	Size:	2.770	Exclusion:	\$0	Taxable Personal:	\$0
Building Value:	\$0	Land Value:	\$37,400	Use Value:	\$0	Taxable Real:	\$37,400
County Tax:	\$168.30	dist	\$18.70			Total Billed:	\$187.00
<hr/>							
Bill Number:	N2009004961	Size:	2.770 A	Exclusion:	\$0	Taxable Personal:	\$0
Building Value:	\$175,300	Land Value:	\$57,600	Use Value:	\$0	Taxable Real:	\$232,900
County Tax:	\$1,048.05	dist	\$116.45			Total Billed:	\$1,164.50
<hr/>							
Bill Number:	N2010005025	Size:	2.770 A	Exclusion:	\$0	Taxable Personal:	\$0
Building Value:	\$175,300	Land Value:	\$57,600	Use Value:	\$0	Taxable Real:	\$232,900
County Tax:	\$1,048.05	dist	\$139.74			Total Billed:	\$1,187.79

11/16/2010



Item V711
1 of 3

Attachment F

911 EMERGENCY MANAGEMENT

**YANCEY COUNTY EMERGENCY OPERATIONS CENTER
2010 YEARLY REPORT**

	2005	2006	2007	2008	2009	2010
NUMBER OF 911 CALLS RECEIVED	7218	7723	8050	7866	8320	8271

NUMBER OF 911 CALLS FOR EACH EMERGENCY SERVICE

	2005	2006	2007	2008	2009	2010
EMS	2273	2311	2741	3002	3219	3311
BURNSVILLE	228	212	281	269	326	364
NEWDAL	307	374	399	429	386	428
SOUTH TOE	171	246	239	210	240	266
WEST YANCEY	91	100	125	124	127	147
EGYPT/RAMSEYTOWN	88	89	127	95	133	104
CLEARMONT	157	203	193	218	257	249
PENSACOLA	78	84	100	102	91	105
DOUBLE ISLAND	47	51	63	70	68	59
RESCUE	859	1087	1327	1126	964	1066
ANIMAL CONTROL	89	304	454	431	101	18
EMERGENCY MANAGEMENT	37	19	13	23	29	33
LZ'S MAMA 45 WINGS 20	N/A	N/A	79	49	55	65
DOT	N/A	N/A	N/A	N/A	30	26

	2006	2007	2008	2009	2010
NUMBER OF W.A.R.N NOTIFICATIONS SENT OUT	13	12	4	1	2

NUMBER OF EMS STAND BY FROM OTHERS COUNTIES

AND RESCUE	2005	2006	2007	2008	2009	2010
	NA	293	380	393	300	323

	2005	2006	2007	2008	2009	2010
NEW ROADS ADDED	16	17	16	3	1	2

NEW ADDRESS ASSIGNED	2005	2006	2007	2008	2009	2010
	122	239	266	144	120	82

ROAD SIGN STOLEN/REPLACED	2005	2006	2007	2008	2009	2010
	45	80	42	34	62	34

EMERGENCY MANAGEMENT INFORMATION FOR THE YEAR OF 2010

***COMPLETED ALL EMPG (EMERGENCY MANAGEMENT PERFORMANCE GRANT) REQUIREMENTS FOR FUNDING FOR THE YEAR 2010.**

***THE ALL HAZARD RESPONSE TRAINING WAS CONDUCTED AT THE TRC BUILDING; \$40,000 OF THE \$48,000 GRANT WAS USED ON THE DRILL. MORE THAN 90 YANCEY COUNTY EMERGENCY MANAGEMENT STAFF, FIRST RESPONDERS, LAW ENFORCEMENT TRAINED TOGETHER IN THE COUNTY'S LARGEST EVER EMERGENCY RESPONSE EXERCISE.**

***THE DISCONNECT SWITCH FOR THE SOUTH TOE SCHOOL WAS INSTALLED TO CREATE A NEW SHELTER. GRANT AMOUNT WAS \$6,500.**

***MAYLAND YANCEY CAMPUS CARPENTRY CLASS BUILT AND DONATED A STORAGE BUILDING TO THE YANCEY COUNTY EMERGENCY MANAGEMENT, THE BUILDING WILL BE USED FOR STORAGE, COTS, BEDDING SUPPLIES, WATER, AND OTHER SUPPLIES.**

***WE WILL BE RECEIVING A GENERATOR/LIGHT TOWER TRAILER FROM NCEM THIS YEAR.**

***EM CONDUCTED A FLU VACCINATION POINT-OF-DISPENSING EXERCISE WITH THE YANCEY COUNTY HEALTH DEPARTMENT AT THE WEST YANCEY FIRE DEPARTMENT ON NOVEMBER 19, 2010**

***RECEIVED A GRANT THRU NORTH CAROLINA HAZARD MITIGATION PROGRAM, NORTH CAROLINA EMERGENCY MANAGEMENT, AND FEMA FOR \$426,000 TO BUILD A NEW FIRE STATION FOR PENSACOLA FIRE DEPARTMENT.**

Attachment G



NORTH CAROLINA
DEPARTMENT OF CORRECTION
DIVISION OF COMMUNITY CORRECTIONS
2020 Yonkers Road, Mail Service Center 4250
Raleigh, North Carolina 27699-4250
Phone: (919) 716-3100 Fax: (919) 716-3996



Alvin W. Keller, Jr.
Secretary

Beverly Eaves Perdue, Governor
January 20, 2011

Timothy D. Moose
Director

Mr. Nathan Bennett
Yancey County Manger
110 Town Square, Room 11
Burnsville, North Carolina 28714

Dear Mr. Bennett:

Pursuant to North Carolina General Statute 143B-273.15(a) and 143B-273.15 (b), this letter is to inform you the funding formula used to determine grant funding for all counties participating in the State-County Criminal Justice Partnership Act has been revised, effective for fiscal year 2011-2012. The data used in the funding formula is required to be updated at least once every three years, and the data updated includes the State population and the intermediate offender population entry rate.

This revision is effective as of July 1, 2011. The exact funding amount is pending approval of the State Budget by the General Assembly. The funding amounts for counties participating in the Criminal Justice Partnership Program will continue to be based on the following three (3) basic criteria, as mandated in N.C.G.S. 143B-273.15(a):

1. Twenty-five percent (25%) based on a fixed equal dollar amount for each county;
2. Fifty percent (50%) based on the county share of the State population; and
3. Twenty-five percent (25%) based on the intermediate punishment entry rate for the county, using the total of the three most recent years of data available divided by the average county population for that same period.

The sum of the amounts in subdivisions (1), (2), and (3) is the total amount of the funding that a county may apply for under this subsection. Grants to participating counties are for a period of one fiscal year with unobligated funds being returned to the Account at the end of the grant period. Funds are provided to participating counties on a reimbursement basis.

For fiscal year 2011-2012, your continuation grant application funding amount has been established at **\$58,005**.

March 31, 2011 is the due date for the annual "Application for Continuation of Implementation Funding" which should be provided to the Division's Community Development Specialist in your area. The Application, Budget Line Item Justification and Budget Summary are on line under the Online Forms page. Please provide one original and two complete copies to the Community Development Specialist on or before the March 31st deadline. Contracts for the next FY may be "proposed" at this point in time. Please be sure that all the required attachments are included in the grant submission. Also, your application must be approved by your local Criminal Justice Partnership Program Advisory Board as well as your local County Commissioners and those dates are a required part of the application.

If you have any questions regarding your funding amount, please contact Sandra Shearin in the DCC Administration office in Raleigh at (919) 716-3116.

I join the North Carolina State Criminal Justice Partnership Advisory Board and our Partnership staff in thanking you for your continuing support of this important effort.

With kind personal regards, I remain

Respectfully,

Timothy D. Moose
Director

- cc:
- Ms. Kisha Byrd, Program Director, Yancey County CJPP Program
 - Mr. James Edwards, Yancey County CJPP Board Chair
 - Ms. Nancy Pritchard, Division IV CJPP Coordinator
 - Ms. Debra DeBruhl, Division Admin. Div. IV
 - Mrs. Sandra Shearin, Chief of Administrative Services
 - Mrs. Allison Jourdan, Chief of Program Services

Probation • Intensive • House Arrest • Day Reporting Centers • Criminal Justice Partnerships • Post-Release • Parole
Interstate Compact • Substance Abuse Screening Program • Community Service Work Program

Criminal Justice Partnership Program

Application for Continuation of Implementation Funding

FY 2012 - from July 1, 2011 to June
30, 2012

Due in the CJPP Coordinator's Office by March
31, 2011

County: **Yancey**

Grant Number: **00-0711-** County Operations
I-A Contractual Service

Contact Person: **Kisha Byrd**
Phone: **8286780676**
Fax: **8286824301** Email:
kisha.byrd@yanceycountync.gov

Note:

This application is to be used for the continuation of implementation grant funding only.
New programs must complete a full application in accordance with Section IV.A of the CJPP Policies and Procedures.

1. County Manager/Authorizing Official

Name **Nathan Bennett**
Title **County Manager**

Address **110 Town Square Room 11
Burnsville, NC 28714**

Phone **8286823971**
Fax **8286824301**
Email **nathan.bennett@yanceycountync.gov**

Nathan Bennett
Signature

2. Fiscal Agent

Name **Brandi Burleson**
Title **Finance Officer**

Address **110 Town Square Room 11
Burnsville, NC 28714**

Phone **8286823971**
Fax **8286824301**
Email **bburleson@yanceycountync.gov**

Brandi Burleson
Signature

3. CJPP Local Advisory Board Chair

Name **James Edwards**
Title **Probation Officer**

Address **110 Town Square Room 14
Burnsville, NC 28714**

Phone **8286823153**
Fax **8286826964**
Email

James M. Edwards
Signature

4. Total Grant Award Amount **58,005.00**

5. Program Type

Indicate the type(s) of
CJP program(s)
operated.
(Check all
that apply)

- Day Reporting
Center
 Sat. Substance
Abuse Treatment
 Resource Center

6. Date Approved**Approved By**

CJPP Local Advisory Board

County Board of Commissioners

7. Sentenced Offender Program**A. Program Information****B. Program Administration (for Contractual Programs only)**Provide Name, Address, and
Phone/Fax/Email of ProgramProvide Name, Title, Address, and
Phone/Fax/Email of Director, Administrator or
Contact Person

Yancey County CJPP 110 Town Square Room 11 Burnsville, NC 28714 8286780676 8286824301 kisha.byrd@yanceycountync.gov
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Kisha Byrd 110 Town Square Room 11 Burnsville, NC 28714 8286780676 8286824301 kisha.byrd@yanceycountync.gov
--

Program Director Name **Kisha Byrd****8. Program Modifications****A. Check All Proposed Changes in the Following Program Components.****B. For Each Checked, Describe Current Program Component, followed by Proposed Program Component.**

- Program Goals and Objectives
- Program Activities
- # of Offenders Served
- Offenders Targeted
- Program Administration
- Administrative Fees
- Program Staffing
- Contracts
- MOA's
- Job Descriptions for County Employees
- Other
- Other

9. Sentenced Offender Program Goals and Objectives Description

(Refer to CJPP Legislation as a guide to the definitions of Goals and Objectives)

State the GOALS of the program in terms of the long-term effect the program is designed to have, and a list of measurable OBJECTIVES to meet those goals.

Goals

Objectives to meet Goal

<p>To provide a structured punishment option for offenders who receive Intermediate Sentences and for other offenders determined to be appropriate for CJPP services.</p>	<ol style="list-style-type: none"> 1. Provide rehabilitative services and sanctions for a minimum of 30 offenders annually. 2. Provide clear and consistent communication regarding expectations for offenders and consequences for non-compliance with expectations. 3. Support communication among TASC, Probation, and others to enhance treatment efficiency.
<p>To support a local effort to reduce the cost of incarceration to Yancey County and the State of North Carolina.</p>	<ol style="list-style-type: none"> 1. All offenders will be properly assessed for the need for Substance Abuse Treatment and Concomitant Mental Health Treatment. 2. Offenders who are diagnosed with substance abuse or substance dependence will be referred to treatment and encourage to participate in a 12 step recovery program. 3. Offenders who are found to have a co-occurring mental health issue will be referred for treatment of mental health issues. 4. Where appropriate, offenders will be referred to community resources such as Vocational Rehabilitation, Mayland Community College, or another learning institution. 5. Where appropriate, offenders will be referred for Domestic Abuse Treatment or Anger Management. 6. Yancey County will experience a 25% reduction in the incarceration for offenders who are referred and treated in the community in lieu of incarceration in the local jail.
<p>To improve communication among all segments of the Criminal Justice System in the 24th Judicial District and community agencies that are able to assist with referre offenders.</p>	<ol style="list-style-type: none"> 1. The Yancey County CJPP Advisory Board will hold a minimum of 4 Board meetings annually. 2. Participants in the CJPP process will review and follow a standard procedure for receipt of referrals from TASC and Probation & Parole to treatment providers and will follow clear guidelines for communication to ensure confidentiality and all other applicable laws and regulations are followed.

10. Program Capacity Data

Sentenced Offender

Provide the following information regarding program services:

<p>[A] 1. What was the actual TOTAL number of people served during FY 2009 - 2010?</p>	<p>7</p>
<p>2. What is the estimated TOTAL number of people to be served during FY 2010 - 2011? *</p>	<p>30</p>

3. What is the estimated TOTAL number of people to be served during FY 2011 - 2012? * 40

* Consider treatment slots, length of time in treatment, and total budget when estimating total number of people served.

[B] Check all services that apply

		On Site	Off Site
[1] <input checked="" type="checkbox"/> Substance Abuse Treatment	<input checked="" type="checkbox"/> Assessment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/> ROPT	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/> IOPT	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/> Support Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/> After Care	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/> Drug Screens	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>
[2] <input checked="" type="checkbox"/> Educational Services		<input type="checkbox"/>	<input checked="" type="checkbox"/>
[3] <input checked="" type="checkbox"/> Job Development Services		<input type="checkbox"/>	<input checked="" type="checkbox"/>
[4] <input type="checkbox"/> Cognitive Behavioral Intervention		<input type="checkbox"/>	<input type="checkbox"/>
[5] <input checked="" type="checkbox"/> Domestic Violence Services		<input type="checkbox"/>	<input checked="" type="checkbox"/>
[6] <input type="checkbox"/> Life Skills		<input type="checkbox"/>	<input type="checkbox"/>
[7] <input type="checkbox"/> Sex Offender		<input type="checkbox"/>	<input type="checkbox"/>
[8] <input type="checkbox"/> Others		<input type="checkbox"/>	<input type="checkbox"/>

11. Service Provider Information

[A] List the NON-CONTRACTED (i.e., services at NO COST to CJPP) Service Providers to the program. *Attachment 2*

Attach a Copy of Memorandums of Agreement (MOA's) in attachment section for FY 2011 - 2012. MOA's should be maintained in Program files on site.

MOA's among TASC, CJPP, NC Dept. of Corrections

[B] List the CONTRACTED (i.e., services at COST to CJPP) Service Providers to the program. *Attachment 3*

Attach a Copy of Proposed or Signed Contracts in attachment section for FY 2011 - 2012. Contracts should be maintained in Program files on site.

ROPT-ARP Phoenix
Residential Treatment-Swain Recovery Center

Please Note: Attachments are required for contracts and MOA's for FY 2011 - 2012.

12. Project Income

Does the program anticipate receiving any Project Income?

No

Yes (Attach a completed "Project Income Report" form) Attachment 8

Submit one (1) Original and two (2) copies of Application and Attachments, including budgets.

Attachment Check List

Attach the following in this order:

Attachment	Attached?	Reason, if Not Attached
1. Job Descriptions for all modified CJP Program Positions	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A
2. Copies of All MOA's for FY 2011 - 2012 for Service Providers	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
3. Copies of All Proposed or Signed and Executed Contracts for FY 2011 - 2012 for Service Providers	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
4. Copy of facility license and proof of appropriate certification or registration with certifying board.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Monthly or Weekly Calendar detailing Services Provided	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6. Local CJPP Advisory Board Members and Terms	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
7. Budget Line Item Justification Form	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8. Budget Summary Form	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
9. Project Income Report (if applicable)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A
10. Information regarding all funding sources beyond CJPP funds (Grants, County Funds, etc.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A

NOTE: Please number your attachments and submit in the order indicated above.
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Criminal Justice Partnership Program

FY 2012

Budget Summary

Due in the CJPP Office by March 31, 2011

County: **Yancey**

Grant Number: **00-0711-I-A**

County Operations

Contractual Service

Contact Person: **Kisha Byrd**

Phone: **8286780676**

Fax: **8286824301** Email: kisha.byrd@yanceycountync.gov

FY 2010 - 2011 Grant Award **56,294.00**

FY 2011 - 2012 Grant Award **58,005.00**

Budgeted Amounts (FY 2010 - 2011)			Expenditure Amounts (FY 2010 - 2011)		
Budget Category and Code	[A] Budgeted July 1, 2010 (From Column [A] from July Report)	[B] Budgeted Dec 31, 2010 (Column [A] from July Report + Column [H] from July through December reports)	[C] Actual Expenditures Through Dec 31, 2010	[D] Estimated Total Expenditures (July 1, 2010 Through June 30, 2011)	[E] Budgeted for FY 2011 - 2012
Personnel 536502 1	8,731.00	8,731.00	2,550.90	8,731.00	8,731.00
Travel 536502 2	100.00	100.00	52.54	100.00	150.00
Contractual 536502 3	45,135.00	45,135.00	6,956.35	45,135.00	46,892.00
Operating 536502 4	1,828.00	1,828.00	181.35	1,828.00	1,732.00
Equipment 536502 5	500.00	500.00	0.00	500.00	500.00
Construction 536502 6	0.00	0.00	0.00	0.00	0.00
Unallocated 536502 7	0.00	0.00	0.00	0.00	0.00
Totals	56,294.00 <small>(To Match FY 2010 - 2011 Grant Award)</small>	56,294.00 <small>(To Match Column [A] Total)</small>	9,741.00 <small>(Should match [Q] from December Report)</small>	56,294.00	58,005.00 <small>(To Match FY 2011 - 2012 Grant Award)</small>

I certify that this information is correct, based on the grantee county's accounting system and records, consistently applied and maintained. Expenditures shown have been made for the purpose of and in accordance with the approved budget and applicable grant conditions and requirements. Appropriate documentation to support all expenditures is available for inspection.

Signature of Program Director

Date

Signature of County Manager,
Official Designee, or Fiscal Officer

Date

NOTE: Not needed if services are fully contracted with service provider.

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Criminal Justice Partnership Program

FY 2012 - from July 1, 2011 to June 30, 2012 **Budget Line Item Justifications**

County: **Yancey**

Grant Number: **00-0711-I-A**

County Operations
 Contractual Service

Contact Person: **Kisha Byrd**

Phone: **8286780676**

Fax: **8286824301** Email: **kisha.byrd@yanceycountync.gov**

FY Grant
Award Amount **58,005**

Personnel

	Line Items	Justifications	Totals
Salaries			
List each position separately.	Position 1.	Finance Officer calculated at 2 hours per week over the fiscal year to manage administrative and financial activities to CJPP	Hours/Year 104 Salary 1,716
	Position 2.	CJPP Director-Tri-County shared between Madison, Mitchell, and Yancey counties. Director will serve as a Yancey County employee at 24 hours per week @ 14.25 per hour for 52 week per year. Total \$17,784 for this position.	Hours/Year 416 Salary 5,928
Total Full Time Equivalences (FTE's)			0.25
Wage Taxes			
Indicate FICA amount.	FICA	Position #1 and #2-pro rata of FICA/Medicare calculated at 7.65% of salary	585
List other wage tax.			
Fringe Benefits			
List separately.	A.	Position #1-pro rata of retirement calculated at 5% of salary.	86
Include insurance, retirement, 401(k), workers' compensations, unemployment, etc.	B.	Position #1 and #2-pro rata of worker's compensation calculated at 5% of salary.	382
	C.	Position #1-pro rata of Bond Insurance.	25
	D.	Position #1-Long Term Disability Insurance.	9
Total Personnel			8,731

Travel

	Line Items	Justifications	Totals
List each travel or training event and its estimated cost		Staff Position and Description of travel event	

separately.

Staff mileage should be listed as well, indicated as 'Staff Mileage'.

NOTES:

- All out-of-state travel must be shown in detail and approved prior to reimbursement.
- Travel expenses submitted should not exceed County or State allowable amounts.
- State mileage rate is \$0.345 per mile

A.	Travel between Madison and Mitchell counties related to CJPP. Figured from the county standard rate per mile.	0
B.	Travel to training and conferences.	150
Total Travel		150

Contractual

List each contractor separately.

Line Items	Justifications	Totals
A.	ARP Phoenix-Provide regular and long term outpatient treatment for referred offenders.	38,651
B.	Swain Recovery Center-Provide inpatient treatment for referred offenders.	6,741
C.	Anger Management	1,500
Total Contractual		46,892

Operating

Operating expenses include costs of running the program.

List each item separately and provide details for all operational items, including unit costs, where applicable.

DO NOT LIST EQUIPMENT.

Line Items	Justifications	Totals
Telephone	\$11 per month cell phone on County plan	132
Postage	For CJPP functions	100
Office Supplies	General Office supplies	500
Other	Food and Drinks for quarterly Board meetings.	500
Other	Urine Drug Screens, Saliva Drug Screens, SALCE/SASSI Assessment Instruments to be used exclusively with CJPP referred offenders.	500

Total Operating 1,732

Equipment

Equipment includes all items over \$500, used for operating the program.

List each item separately and provide details for all equipment, including number of each to be purchased.

Line Items

Justifications

Totals

Other

Equipment

500

Total Equipment 500

Construction

For facility construction or renovation.

Include paint, carpet, roofing, electrical, etc.

Line Items

Justifications

Totals

Total Construction 0

Budget Line Item Total 58,005

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MEMORANDUM OF UNDERSTANDING BETWEEN

REGION 4 TASC AND

YANCEY COUNTY CRIMINAL JUSTICE PARTNERSHIP PROGRAM

Pursuant to the Memorandum of Understanding between Region 4 TASC and Division 4 Criminal Justice partnership, the MOU provides specific information concerning the manner in which Region 4 TASC and Yancey County Criminal Justice Partnership Program will cooperate in providing services to CJPP- eligible offenders.

The Offender Management Model indicates that the mission of Treatment Alternatives for Safer Communities (TASC) is to provide clinical assessment, treatment matching, referral and care management services to offenders. It further indicates that the mission of the Criminal Justice Partnership Program is to provide ancillary services and purchase treatment for offenders meeting the eligibility criteria.

Region 4 TASC and Yancey County CJPP will coordinate services as indicated below in order to insure that eligible offenders receive all necessary and available services in a manner that does not duplicate services.

Region 4 TASC will provide:

- Substance abuse assessment and referral to CJPP where the program provides the appropriate ASAM level of care;
- An alternative recommendation if CJPP does not offer the needed level of care;
- Re-evaluation if it appears that the level of care needs to be modified (this might not necessarily require face-to-face meeting with the client);
- Care management services, including monthly reporting to CJPP and DCC;
- Other:
- Other:

Yancey County Criminal Justice Partnership Program will provide:

- Referral for assessment for eligible offenders using the following referral process: per probation protocol
- Re-referral for further evaluation if treatment/service level appears to need modification
- Substance abuse services in the following ASAM levels: I and II
- Educational and vocational services
- Other:
- Other:
- Other:

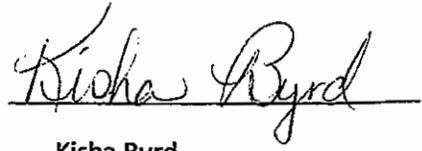
Other agreements, if any:

This MOU shall be reviewed at least annually and more frequently if warranted.

Signatures:

Carlene Wood MS LCAS CCS

Region 4 TASC Director

A handwritten signature in cursive script that reads "Kisha Byrd". The signature is written in black ink and is positioned above a horizontal line.

Kisha Byrd

Yancey County CJPP Director

MEMORANDUM OF AGREEMENT

This agreement is made by and between the Yancey County Criminal Justice Partnership Program (YCCJPP) and North Carolina Division of Community Corrections.

IT IS AGREED:

That N.C. Division of Community Corrections of Yancey County, North Carolina will support and cooperate with the Yancey County Criminal Justice Partnership Program, effective July 1, 2011, and continue through June 30, 2012, and will do so by accepting referral of clients from WCCJPP who are on probation.

It is further agreed that these two organizations listed above will share limited data on clients enrolled in these two programs. Shared data will only include information needed by North Carolina Division of Community Corrections for their records, and client attendance and program completion data for YCCJPP records. Appropriate release forms to protect confidentiality of clients will be signed by clients enrolled in these programs.

It is agreed, further, that this cooperation is free and voluntary on the part of both organizations, and is done solely for the benefit of clients who are on probation.

Agreements reached this _____ date of _____, 2011.

Yancey County CJPP

**N.C. Division of Community Corrections
(Judicial District Manager)**

Yancey County Criminal Justice Partnership Program

Board Members and Terms

CY 2010-2011

Terms Expire 2011

Harvey Sharpe, Faith Community

Ruby Greene, Employment/Training

James Edwards, Probation Officer

Terms Expire 2012

Yancey County Sheriff's Department, Gary Banks or Designee

Erica Griffith, Congressman Heath Shuler Office

Deborah Song Wolf, Vocational Rehabilitation

Terms Expire 2013

District Attorney Office, Jerry Wilson or Designee

Clerk of Court, Warren Hughes or Designee

Yancey County Manager, Nathan Bennett

Michael Holmes, Public Defender

Permanent Members

Judicial District Manager, Jerry Jackson

Yancey County Commissioner Chairman or Designee

Weekly Service Schedule

For Yancey County

Orientation

Every Thursday 4:00 to 6:00

Intakes

Scheduled as needed

Community Support

Scheduled as needed

Substance Abuse Treatment Group

Tuesdays and Thursdays 5:30 to 7:30

Individual Substance Abuse Treatment

Scheduled as needed

**CONTRACT FOR PROFESSIONAL SERVICES BETWEEN
YANCEY COUNTY AND ITS CRIMINAL JUSTICE PARTNERSHIP BOARD
AND
ARP/PHOENIX, Inc.**

1. **TERM:** This contract will commence on July 01, 2011 and will remain in full force until midnight on June 30, 2012.
2. **SCOPE OF SERVICES TO BE PROVIDED:** ARP/PHOENIX hereby agrees to perform in a manner satisfactory the YANCEY COUNTY AND ITS CRIMINAL JUSTICE PARTNERSHIP BOARD (CJPP) the following substance abuse treatment services:
 - a. **Individualized Assessments:**
Each offender referred by the Court System will receive a clinical assessment that utilizes one or more of the following assessment instruments: ASAM, Mental Status Exam, Psycho-Social Evaluation, and/or Behavioral History
 - b. **Case Management:**
This shall include phone calls to offenders, probation officers, medical providers, etc. It shall also include face-to-face contacts other than otherwise designated treatment with offenders for the purpose of linking, monitoring, arranging, skill-building, and coordinating services on behalf of offenders to enhance successful treatment outcomes. Any written correspondence requested by Probation officers such as Court Reports and will also be included in this service. This will have a limit of 10 units per offender with additional units needing approval from CJPP Director.
 - c. **Regular Outpatient Treatment (ROPT):**
Offenders assessed to be substance abusers will be provided a minimum five (5) month treatment program including group treatment once per week. In addition, the ROPT will provide individualized Community Support; and referral to Community Support Services such as 12 Step Recovery meetings. PROVIDER agrees that it will limit ROPT group sessions to no more than fifteen (15) clients/offenders per counseling group. Said ROPT Program is more particularly described in Attachment "A" which is incorporated herein by reference.
3. **WHEREAS,** the COUNTY is desirous of purchasing professionally delivered long term substance abuse treatment and support services for offenders who have received an Intermediate Sanction through the Court System and who are considered to be appropriate for substance abuse assessment and mental health, treatment and support services. Other offenders who are considered appropriate under this contract for treatment, and support services may include individuals on Intensive Probation or individuals on Community Level Probation and at risk of revocation due to substance abuse and referred by the Department of Probation and Parole to PROVIDER.
4. **WHEREAS,** the PROVIDER currently operates an on-going Outpatient Substance Abuse Treatment Program which consists of providing comprehensive substance abuse assessments; a Regular Outpatient Treatment Program (ROPT); Case Management Services as indicated and included in outpatient therapy; mental health treatment services; and referrals to community based

self help groups;

5. WHEREAS, the COUNTY is the Grantee for the N.C. Department of Correction – Criminal Justice Partnership Program Grant Funds which provides in part for the purchase of said Substance Abuse Treatment Services and Mental Health Treatment Services; and WHEREAS, the PROVIDER has agreed to deliver on behalf of the COUNTY said Substance Abuse Treatment Services and Mental Health Treatment Services to said offenders according to the terms and conditions specified herein below.
6. AGREED PAYMENT TO PROVIDER: During the term of this Contract, PROVIDER shall submit to COUNTY monthly invoices for actual treatment services provided to any offenders utilizing the treatment hour costs found in Attachment “A”. PROVIDER shall invoice COUNTY at the end of each month (no later than the 5th) for the actual number of ROPT and other treatment hours provided to offenders during the preceding thirty (30) days multiplied by the respective treatment hour costs specified on attachment A minus any balance due to PROVIDER upon receipt of said **monthly invoice**. It is agreed that PROVIDER will not charge COUNTY for canceled appointments or for failure by offender(s) to show nor will PROVIDER charge a “Dropout” penalty for an offender(s) who discontinues treatment prior to completing all clinical services specified in individualized offender treatment plans. It is agreed that PROVIDER will not charge for mileage incurred by offenders providing transportation for themselves or for individuals not involved with COUNTY and that proof of mileage from offender assisting with transportation will be obtained by PROVIDER prior to invoicing COUNTY.
7. ARP/Phoenix agrees to seek and obtain billing from third party payees as appropriate and will not charge CJPP for any services reimbursed by third party payees. PROVIDER shall keep a monthly accounting of all third party reimbursements received for treatment services provided to offender and previously paid for by COUNTY. The total amount of third-party reimbursements received in each month shall be deducted from the total cost of treatment services provided within that same month when PROVIDER submits a monthly invoice for services to the COUNTY as required in paragraph three herein above. PROVIDER agrees that it will not charge offenders any minimum fee, based on a sliding fee scale, nor a co-payment requirement in order to receive the said or ROPT services, or community support services as described herein above and in said Attachment “A”. PROVIDER further agrees not to initiate any collection proceeding through a collection agency or the legal system against any offender receiving treatment services authorized under this contract. PROVIDER will not charge COUNTY for treatment services provided to offenders who meet only the ASDWI Target Population, but PROVIDER may concurrently provide services that satisfy DWI Treatment requirements paid by the offender toward assigned treatment hours for both CJPP and DWI. COUNTY agrees that PROVIDER has the right to file claims, collect and maintain any and all third party reimbursement for which offenders may be eligible as a result of PROVIDER furnishing any other substance abuse or psychiatric treatment services to offenders that are agreed to by clients and not authorized for payment by the COUNTY.
8. PROVIDER agrees that the Criminal Justice Partnership Program Substance Abuse Treatment Funds provided by the State of North Carolina under NC G.S. 143B and locally administered through the COUNTY, as Grantee of said funds, shall not be used to displace current local funding of previously existing short term habilitation/rehabilitation programs for residents of COUNTY. Therefore, PROVIDER agrees to utilize said substance abuse treatment funds exclusively to

provide long term Substance Abuse Treatment and Support Services for residents of COUNTY who have received an Intermediate Sanction through the Court System and other offenders who are considered to be appropriate for substance abuse treatment services as specified by COUNTY in its Criminal Justice Partnership Program Grant Proposal.

9. **INSURANCE AND INDEMNIFICATION:** ARP/Phoenix maintains professional liability insurance, commercial general liability insurance, including statutory Workers' Compensation. A certificate of insurance form shall be provided by the insurance carrier to CJPP on request.
10. **RESPONSIBILITY FOR EXPENSES OF PROVIDER:** COUNTY shall not be responsible or liable to pay PROVIDER for any expenses paid or incurred by PROVIDER unless said expenses are provided for herein or unless otherwise agreed to in writing by COUNTY.
11. **EQUIPMENT COSTS:** PROVIDER shall supply, at its own expense, unless otherwise specified in the grant proposal, all equipment, tools, materials, and/or supplies required to deliver the treatment services contracted hereunder with the exception of Urine Drug Screens and Saliva Drug Screens to assess participants and monitor abstinence from drug use and compliance with program requirements. CJPP funds will be utilized to purchase evaluations and urine and saliva drug screens exclusively for testing CJPP participants.
12. **PERSONNEL:** All services provided to clients referred under the terms of this contract will be provided by a QSAP. ARP/Phoenix will be responsible for recruitment, hiring and disciplinary action. Clinical supervision of the QSAP will be the responsibility of ARP/Phoenix.
13. PROVIDER shall provide to Criminal Justice Partnership Program Director and TASC monthly treatment data, reports and summaries on each offender that can be utilized by PROVIDER to produce reliable outcome measures. PROVIDER agrees to provide a weekly attendance sheet to enter on CJPP IMS.
14. **ACCOUNTABILITY AND COMPLIANCE:** Upon request by COUNTY, PROVIDER will make its policies, procedures and financial records available for periodic inspection and review by COUNTY and/or by the agency(s) providing funds to purchase substance abuse treatment services and mental health treatment services for offenders. COUNTY has the right to examine and make copies of any and all books, accounts, records and other writing relating to the performance of the work. Financial reviews shall take place at times and locations mutually agreed upon by both parties, although PROVIDER must make the materials to be reviewed available within one (1) week of the request for them. PROVIDER represents that it is in compliance with all Federal, State, and local laws, regulations, or Executive Order(s), which said Executive Orders are hereby incorporated by reference. Further, PROVIDER agrees to comply with all applicable provisions of the Criminal Justice Partnership Act and does further agree to complete and submit, in a timely manner, all necessary information and reports as may be required by the Criminal Justice Partnership Program.
15. **CONTRACT ADMINISTRATOR:** COUNTY and its Criminal Justice Partnership Program designee, County Manager, or his designee, as contract administrator for this Contract. The Contract Administrator shall be responsible to monitor PROVIDER'S performance; review all invoices submitted by PROVIDER for treatment services delivered to offenders prior to their submission to COUNTY; review all referrals

made by PROVIDER to and/or ROPT; and review all outcome data provided by PROVIDER. The ARP/Phoenix contact person shall be Tom Britton, Director.

16. **OWNERSHIP OF WORK:** All reports, statistical data, and treatment program information produced by PROVIDER resulting from treatment services delivered to offenders under this Contract shall remain the property of COUNTY and/or its Criminal Justice Partnership Program and may be used without limitations on other projects or to evaluate other treatment programs at any time in the future after termination of this Contract.
17. **TERMINATION OF CONTRACT:** This contract shall terminate based on one of the following conditions:
 - a. At the expiration of the contract term as herein defined;
 - b. Without cause upon thirty (30) days prior written note by either CJPP or ARP/Phoenix to the other party;
 - c. With cause upon fifteen (15) days prior written notice sent by either CJPP or ARP/Phoenix to the other party hereto due to failure of either party to perform their respective terms, obligations and responsibilities under this contract. Said written notice shall set forth the cause (s) for termination, however, the notified party shall have the right to cure said cause(s) for termination within fifteen (15) days and in the event of full and complete remedy of said cause(s) then this contract will not terminate.
 - d. Action by a legislative, regulatory or judicial authority pre-empting, voiding or preventing implementation or continuance of this contract; or
 - e. By mutual consent of CJPP and ARP/Phoenix.
18. **CONFIDENTIALITY:** ARP/Phoenix adheres to state and Federal confidentiality requirements covering the release of information of mental health and/or substance abuse treatment records. PROVIDER shall disclose only to COUNTY and/or its Criminal Justice Partnership Program, the Contract Administrator, and the N.C. State Criminal Justice Partnership Program any reproduction, description or information concerning the work produced as a result of this project or task unless written permission is otherwise granted by COUNTY. Further, in connection with the offenders' records and all information contained therein, including offender identifying information PROVIDER agrees as follows:
 - a. That it acknowledges that in receiving, storing, processing or otherwise using or dealing with any such information, PROVIDER and its employees are fully bound by the provision of North Carolina General Statutes 122-8.1 as amended and all other Federal and State Laws and Regulations that govern and guarantee the treatments rights and confidentiality of individuals receiving substance abuse treatment services.
 - b. To resist any effort to obtain access to offender treatment information not expressly provided for in the aforementioned paragraph.
19. **INDEPENDENT CONTRACTORS:** ARP/Phoenix and CJPP are independent contractors and nothing in this contract shall be construed or deemed to create a relationship of joint venture or principal and agent or any other relationship other than that of independent parties performing their respective provisions of this contract.
20. **OWNERSHIP OF WORK:** All reports, statistical data, and treatment program information produced by PROVIDER resulting from treatment services delivered to offenders under this Contract shall remain the property of COUNTY and/or its Criminal Justice Partnership Program and may be used without limitations on other projects or to evaluate other treatment programs at any time in the future after termination of this

Contract.

21. **CONTRACT AMENDMENTS:** This contract may be amended by written amendments duly written and executed by CJPP and ARP/Phoenix.

CJPP and ARP/Phoenix have entered into this Substance Abuse Treatment Services Contract effective July 1, 2011 through June 30, 2012.

Thomas P. Britton, Director

Date

Nathan Bennett
Yancey County Manager

Date

Kathryn Smith
Chief Clinical Officer

Date

Attachment A

A: Individualized Substance Abuse Evaluations:

SA Evaluations will generally be completed by TASC and given to PROVIDER upon referral. When necessary, PROVIDER may perform these evaluations upon request. All clinical staff with appropriate credentials and privileges may also administer the substance abuse evaluations.

If administered by PROVIDER, the substance abuse evaluation will include, at a minimum, a thorough clinical interview consisting of a behavioral history related to substance abuse and a bio-psycho-social history. All clients will be administered the Substance Abuse Life Circumstances Evaluation (SALCE). Administration of a monitored urine drug screen or saliva drug screen will also be included in this evaluation. After the evaluation, a summary of evaluation findings and treatment recommendations will be composed and a copy of this will be provided to the Probation Officer to which that client is assigned. Recommendations will be based on experience with the population and ASAM criteria.

B. Regular Outpatient Treatment Services:

As outlined in the CJPP Request for Proposals, PROVIDER shall provide each offender meeting the diagnostic criteria for substance abuse or less severe substance dependence, a five (5) month Regular Outpatient Treatment (ROPT) consisting of the following:

1. Outpatient Treatment:

Minimum length of treatment	20 weeks
Minimum frequency of group sessions	1 time per week
Minimum length of group sessions	2 hours
Minimum total treatment hours per week	2 hours
Minimum total treatment hours per phase	40 hours
Frequency of individual therapy	PRN only with written approval from CJPB

Each offender will also be encouraged to attend two 12 Step Recovery Group meetings weekly.

2. Minimum Totals: 20 week program providing 40 treatment hours.
3. PROVIDER shall provide each offender, case management services and linkage to any appropriate support resources available in the community.
4. PROVIDER shall provide group counseling, consisting of interactive discussions and psycho-education. No more than one hour of video per week will be presented.

Cost

Because of the ever-changing rates related to Mental Health Reform, ARP/Phoenix, Inc. will provide services and charge consistent with Division of Medical Assistance and Division of MHDDSAS prevailing rates current at the time services are provided. Reimbursement rates are dependent upon the specific service and the qualifications and credentials of the individual provider.

Intake (case opening when accepting TASC assessment) \$75

Long term and regular term outpatient treatment groups (DMA rate)

Estimated total cost of Regular Outpatient Treatment per client* \$1536

*assumes 40 hours of treatment is adequate, with five hours of case management to perform functions not available through TASC Care Manager. May be adjusted based on individual offender treatment needs.

Individual Treatment \$88.00/hour

This is less than PROVIDER's actual cost for this form of treatment. *Please note that this would only be implemented on rare occasions when clinically necessary and at the discretion of the treatment provider.* Research supports the efficacy of group treatment to be at least that of individual treatment. It is our experience with this population that opportunity for learning vicariously is prominent due to the number of interactions for a group member and opportunity for a group member to recognize issues that they may share.

-----END OF ATTACHMENT-----

TREATMENT SERVICES CONTRACT

Between

YANCEY COUNTY CRIMINAL JUSTICE

PARTNERSHIP PROGRAM

And

SWAIN RECOVERY CENTER

This Agreement made and entered into on the 1st day of July 2011 through June 30, 2012 between Yancey county Criminal Justice Partnership Program (hereinafter referred to as (CJPP) and Insight Human Services Inc. dba Swain Recovery Center (hereinafter referred to as Provider).

Inasmuch as the Provider provides services for individuals suffering from the diseases of drug abuse, alcoholism and dual diagnosis and inasmuch as the CJPP has the need for cost effective assessment, referral and treatment services, the Provider and CJPP agree to abide by the enclosed terms.

1. SERVICES PROVIDED BY FACILITY

This Agreement shall provide for treatment services at the Provider approved for receipt of services by CJPP. These services will include the following:

A Provider agrees to provide an intensive residential chemical dependency and dual diagnosis treatment for clients referred by CJPP and approved by the provider as appropriate at the daily rates specified within the Agreement. A daily activity schedule and professional staff list is attached as Addendum A and Addendum B (respectively) which reflects the intensity of our treatment and quality of our staff. Treatment services are individualized and shall include as needed; psych evaluations, health and physical examinations including the treatment of simple medical issues and urine drug screens will be completed as needed or requested by the CJPP. Any medical costs outside the scope of treatment for the Provider including emergency medical treatment will be the sole responsibility of the client. Therapies include individual and group counseling with Motivational Interviewing Cognitive behavioral approach based on Best Practice models. Clients will have active participants with AA and NA meetings 5-7 times a week. Multi-

Family group therapy is held on Tuesday evenings and an education group solely for family and friends is offered Sunday afternoons.

B. Individuals in need of chemical dependency treatment will be referred by the CJPP to the Providers intake team. A pre-admission screening will be conducted by the Provider in order to determine if client meets admission criteria. (This process will occur by phone). Admission under this agreement must receive mutual agreement of both the Provider and CJPP.

C. Referral Management System for communication between CJPP and Provider regarding clients in treatment at Provider will be implemented. After a release is signed by the client, the CJPP may receive the following: verbal notification within 24 hours of admission (excluding weekends and holiday, then to be notified within 72 hours of admission); mid- treatment progress report; discharge planning conference with CJPP; multi-disciplinary treatment plan and aftercare plans mailed immediately after discharge; and a discharge summary mailed at the request of the CJPP following discharge.

D. 24-hour support is available to the CJPP and clients when emergencies arise.

2. REIMBURSEMENT FOR SERVICES

A. The Provider will bill CJPP at a daily rate of \$119.05 for residential inpatient treatment for chemical dependency and dual diagnosis clients totaling \$5000.00 for 42 days of treatment. The provider will not be responsible for any medications the clients should need while in treatment: however the Provider will provide samples when possible. The Provider will not bill CJPP or client any charges which are not specifically included in this agreement.

B. The Provider provides random drug screen (chain of custody collection is not used unless requested) at no cost to the CJPP. Collection times are at the discretion of the Providers professional staff.

C. The CJPP reserves the right to determine the length of treatment for each client through availability of funding and in coordination of court order. The Provider is not contractually obligated to continue treatment of clients after discontinuation of CJPP payment. The Provider has sole discretion to discharge a client if it is clinically appropriate due to behavioral or safety issues that may arise. In the event of premature discharge, the Provider will communicate to CJPP the reasons and rationale as soon as possible and work to develop an appropriate aftercare plan.

D. Aftercare arrangements for clients will be coordinated between the professional staff of the Provider and the CJPP.

3. INVOICES

Provider will involve CJPP at the date of discharge for services actually rendered in accordance with this Agreement. CJPP agrees to pay Provider within thirty (30) days of receipt of invoice.

4. COMPLIANCE WITH LAWS

Provider agrees that the services provided under the Agreement shall comply with all applicable federal, State, and local laws, rules and regulations, as well as the standards and recommendations of all applicable accrediting bodies. The Provider is licensed the State of North Carolina and accredited by the Commission of Accreditation for Rehabilitation Facilities.

5. INSURANCE

Provider shall procure and maintain, at its sole cost and expense and at all times during the term of this Agreement, comprehensive general liability and professional liability insurance coverage which will in no event be less than the prevailing standard in the Facility community.

6. CONFIDENTIALITY

CJPP agrees that in receiving, storing, processing, or otherwise dealing with any Provider records, CJPP will comply with applicable federal statutes and regulations governing confidentiality of alcohol and drug abuse patient records found at 42 U.S.C. 290dd-3 and 42 C.F.R. Part 2, respectively, as may be amended from time to time, and any courts administrative interpretations thereof. CJPP also agrees to resist in judicial proceedings any efforts to obtain access to such Provider patient records except as permitted by the statutes and regulations governing confidentiality of alcohol and drug abuse patient records.

7. ENTIRE AGREEMENT, MODIFICATION

This agreement sets forth the entire agreement of the parties with respect to the subject matter thereof and supersedes any prior agreements, oral or written and all other communications between the parties relating to such subject matter. The Agreement may not be amended, altered or modified except by mutual written agreement.

8. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this agreement.

9. SEVERABILITY

In the event any provisions of this agreement is held to be unenforceable or invalid for any reason, the Agreement shall remain in full effect and enforceable in accordance with its terms disregarding such unenforceable or invalid provision.

10. NO WAIVER

Any failure of a party to enforce the party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

11. CHOICE OF LAW

Performance under this Agreement shall be governed by and construed by and according with the laws of North Carolina.

12. FORCE MAJEURE

Neither party shall be liable or be deemed in breach of this Agreement for any failure or delay or performance which results, directly or indirectly, from acts of God, civil or military authority, public disturbance, accidents, fire, or any other cause beyond the reasonable control of either party.

13. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together constitute only one agreement.

14. TERMS AND TERMINATION

The term of the Agreement shall commence on July 1, 2011 and continue until terminated by either party with or without cause upon thirty (30) days prior written notice.

15. NOTICES

All notices, requests, demands, or other communications hereunder shall be in writing, delivered personally, by Federal Express or Express Mail, or by Certified or Registered mail, return receipt requested, and shall be deemed received when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

**Name: Yancey County Criminal Justice
Partnership Program
110 Town Square
Room 11
Burnsville, NC 28714
Attn: Kisha Byrd
Program Director**

**Insight Human Services, INC
dba: Swain Recovery Center
932 Old US 70
Black Mountain, NC 28711**

IN WITNESS THEREOF, the parties have executed this agreement as of the date first written above.

Attest:

**Insight Human Services, INC dba:
SWAIN RECOVERY CENTER**

**Nathan Bennett
Yancey County Manager**

Attachment I

Smithson Mills Scope of Services Yancey County Ag Center Feasibility Study

- a. Conduct a community assessment of vegetable and other food farmers in Yancey County to determine demand and participation levels for a local foods aggregation and sales and marketing center. Research will determine the potential number of farmer participants and the potential types and amounts of produce that may be supplied (\$3,000);
- b. Conduct a market comparison study of other produce aggregation and sales and marketing organizations that have successfully implemented cooperative agreements for produce aggregation, sales and marketing to local clients (\$1,000);
- c. Assess market demand for establishing a sales and marketing intermediary for participating farmers. Activities will measure potential demand and packaging requirements for local fresh produce from area grocery outlets, schools, colleges, restaurants and institutions (\$3,000);
- d. Determine the necessary infrastructure for establishing an aggregate sales and marketing center, including an assessment of viable locations in Yancey County, including recommendations for facility construction, renovation and/or upfit; and recommendations for sorting and packaging equipment acquisition and installation (\$4,000);
- e. Provide recommendations for establishing a web-based sales and ordering system to coordinate client demand with farm output (\$1,000);
- f. Provide recommendations for establishing a viable legal entity to serve as an intermediary service organization to consolidate produce for packaging and distribution and conduct sales and marketing to target clients (\$1,000);
- g. Determine an estimated capital cost for establishing a local produce aggregation and sales and marketing center, including estimated construction or renovation costs and equipment acquisition and installation (\$2,000);
- h. Determine an estimated annual budget for a three year period for an intermediary organization, with a plan for long term sustainability and achieving current-account break-even (\$2,000);
- i. Provide a recommended funding strategy, identifying sources of funds for capital development and a three year "ramp-up" phase. The funding strategy will include recommendations for funding from state, federal, and private foundation sources (\$2,000).



**THE GREAT STATE OF NORTH CAROLINA
BY THE BOARD OF COUNTY COMMISSIONERS FOR
YANCEY COUNTY**

**AN ORDINANCE PROHIBITING POSSESSION AND CONSUMPTION OF
ALCOHOLIC BEVERAGES ON COUNTY PARK AND CAMPGROUND PROPERTY**

WHEREAS, pursuant to G.S. Sec. 153A-121, Yancey County may by ordinance define, regulate, prohibit, or abate acts, omissions, or conditions detrimental to the health, safety, or welfare of its citizens and the peace and dignity of the county, and may define and abate nuisances; and

WHEREAS, pursuant to G.S. Sec. 153A-169, the Yancey County Board of Commissioners may issue orders and adopt by ordinance or resolution regulations concerning the use of any county property; and

WHEREAS, pursuant to G.S. Sec. 18B-300(c), Yancey County may by ordinance regulate or prohibit the consumption of malt beverages and unfortified wine, and the possession of open containers of malt beverages and unfortified wine, on public streets and on property owned, occupied, or controlled by the County; and

WHEREAS, pursuant to G.S. Sections, 18B-102(a) and 18B-301(f), it is unlawful for any person to possess or consume any fortified wine, spirituous liquor, or mixed beverages upon any premises where the person has been forbidden to possess or consume such beverages by the owner or other person in charge of the premises; and

WHEREAS, the Yancey County Board of Commissioners desires to prohibit the possession and consumption of alcoholic beverages on County-owned park property;

NOW, THEREFORE, BE IT ORDAINED by the Yancey County Board of Commissioners as follows:

Section I: Definitions

In accordance with G.S. Sections 18B-101 and 18B-300, the words and phrases defined in this section shall have the meaning indicated when used in this Ordinance.

1. “Fortified Wine” means any wine, of more than 16% and no more than 24% alcohol by volume, made by fermentation from grapes, fruits, berries, rice, or honey; or by the addition of pure cane, beet, or dextrose sugar; or by the addition of pure brandy from the same type of grapes, fruits, berries, rice, or honey that is contained in the base wine and produced with the regulations of the United States.
2. “Malt Beverage” means beer, lager, malt liquor, ale, porter, and any other brewed or fermented beverage, except fortified or unfortified wine as defined in NC Gen. Stat. 18B-101, containing at least one-half of one percent (0.5%), and not more than fifteen percent (15%), alcohol by volume. Any malt beverage containing more than 6% alcohol by volume shall bear a label clearly indicating the alcohol content of the malt beverage.
3. “Unfortified Wine” means wine of 16% or less alcohol by volume made by fermentation from grapes, fruits, berries, rice, or honey; or by the addition of pure cane, beet, or dextrose sugar; or by the addition of pure brandy from the same type of grapes, fruits, berries, rice, or honey that is contained in the base wine and produced with the regulations of the United States.
4. “Spirituous Liquor” means distilled spirits or ethyl alcohol, including spirits of wine, whiskey, rum, brandy, gin and all other distilled spirits and mixtures of cordials, liqueur, and premixed cocktails, in closed containers for beverage use regardless of their dilution.
5. “Mixed Beverage” means either of the following: (i) a drink composed in whole or in part of spirituous liquor and served in a quantity less than the quantity contained in a closed package; or (ii) a premixed cocktail served from a closed package containing only one serving.
6. “Open Container” means a container on which the seal has been broken or a container other than the manufacturer’s unopened original container.
7. “Park Property” means any real property owned or operated by Yancey County as a public park or campground facility specifically, Whittington Bottoms Comprehensive Recreational Grounds, Ray-Cort Park, Lincoln Park Recreational Facility, Kid Mountain Playground, The Old Burnsville Gymnasium, and Patience Park and Toe River Campground.

Section II: Proscribed Conduct

1. It shall be unlawful for any person to consume, or to possess open containers of, malt beverages or unfortified wine on park or campground property.

2. It shall be unlawful for any person who is not an occupant of a motor vehicle to consume, or possess open containers of, malt beverages or unfortified wine on public streets within park or campground property. (Consumption and possession within a motor vehicle is regulated pursuant to State statute.)
3. It shall be unlawful for any person to possess or consume fortified wine, spirituous liquor, or mixed beverages on park or campground property.

Section III: Notice of Proscribed Conduct

The Director of the Yancey County Parks and Recreation Department shall cause to be posted at the main vehicular entrances to park property a sign which shall contain language indicating that alcoholic beverages are prohibited on park and campground property by County ordinance.

Section IV: Penalties

1. Pursuant to G.S. Sec. 14-4, violations of the provisions of this Ordinance shall constitute a Class 3 misdemeanor, punishable by fine of up to five hundred dollars (\$500) and/or a maximum twenty (20) days in prison.
2. Alcoholic beverages possessed in violation of this Ordinance shall be subject to seizure by law enforcement officers and forfeiture, pursuant to G.S. 18B-504.
3. Any individual convicted of a second violation of this ordinance shall be prohibited from entrance to the County's parks and campground for a period of twelve (12) months.

Section V: Severability

It is the intention of the Board of Commissioners that the sections, paragraphs, sentences, clauses, and phrases of the Ordinance are severable, and if any such section, paragraph, sentence, clause, or phrase is declared unconstitutional or otherwise invalid by any court of competent jurisdiction in a valid judgment or decree, such unconstitutionality or invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance since the same would have been enacted without the incorporation into this Ordinance of such unconstitutional or invalid section, paragraph, sentence, clause or phrase.

Section VI: Statutory Amendment

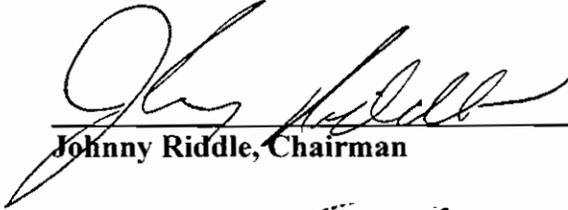
References herein to particular sections or chapters of the General Statutes of North Carolina or to specific legislative acts are intended to be references

to such section, chapters or acts as they may have been amended and as they may be amended from time to time by the General Assembly of North Carolina, or any successor statute. Whenever any provision of this Ordinance refers to or cites a section of the North Carolina General Statutes and that section is later amended or superseded, the Ordinance shall be deemed amended to refer to the amended or the section that most nearly corresponds to the superseded section.

Section VII: Effective Date

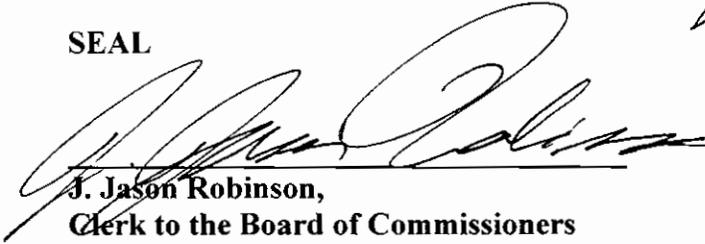
This Ordinance shall become effective upon its adoption and shall be enrolled by the Clerk to the Board of Commissioners upon the Record of Ordinances for Yancey County.

Adopted this the 1st day of February, 2011, by unanimous vote of the Yancey County Board of County Commission members present and voting in regular session upon its first reading.



Johnny Riddle, Chairman

SEAL



J. Jason Robinson,
Clerk to the Board of Commissioners



Copy to:

The Honorable F. Warren Hughes
Clerk of Superior Court for Yancey County
110 Town Square, Room 4
Burnsville, NC 28714