

State of North Carolina

Minutes

County of Madison

The Madison County Board of Commissioners met in regular session on Tuesday, January 12, 2021 at 7:00 p.m. at the North Carolina Cooperative Extension-Madison County Center located at 258 Carolina Lane, Marshall, North Carolina.

In attendance were Chairman Mark Snelson, Vice-Chairman Craig Goforth, Commissioner and Interim County Manager Norris Gentry, Commissioner Matt Wechtel, Commissioner Michael Garrison, County Attorney Donny Laws, and Clerk Mandy Bradley.

The meeting was called to order at 7:00 p.m. by Chairman Snelson.

### **Agenda Item 1: Agenda Approval**

Commissioner Gentry requested that the agenda be amended as follows:

- Item 4-Addition of Tammy Cody, Health Director
- Move Item 4 to Item 5
- Move Item 5 to Item 6
- Move Item 7 to Item 8
- Move Item 8 to February 26, 2021

Upon motion by Vice-Chairman Goforth and second by Commissioner Gentry, the Board voted unanimously to approve as amended. (Attachment 1.1)

### **Agenda Item 2: Approval of December 7, 2020 (Special) Minutes; December 8 (Regular) Minutes; December 11 (Special) Minutes; December 31, 2020 (Special) Minutes**

Upon motion by Commissioner Wechtel and second by Vice-Chairman Snelson, the Board voted unanimously to approve as submitted.

### **Agenda Item 3: Public Comment**

Bernie Edwards-Mr. Edwards spoke regarding his property tax appraisal and appeals process. Discussion was had by the Board and Mr. Edwards. (Attachment 3.1)

### **Agenda Item 4: Tammy Cody, Health Director**

Ms. Cody presented a power point presentation and discussed the impact of COVID-19 with the Board. She discussed the County Alert System that is in place, things to do to reduce exposure, testing in the County, and ways to protect residents.

County Attorney Donny Laws exited the meeting at 7:17 p.m.

Ms. Cody also discussed the daily COVID-19 reports that are prepared by the Health Department which includes the number of cases in the County and the reporting of specific cases in County.

County Attorney Donny Laws returned to the meeting at 7:18 p.m.

Also discussed by Ms. Cody was information regarding the COVID-19 vaccine distribution and tier system that is in place for administration of the vaccine and how those appointments are scheduled. She noted that the County is participating in a pilot program to offer additional vaccines and noted community partners who are working with the County to assist. Ms. Cody offered to answer questions from the Board and then discussed the locations and partners for vaccine administration and distribution.

**Agenda Item 5: Daniel Metcalf, Transportation and Operations Director**

**a. 5310 Expanded Nutrition Access Grant b. 5310 Transportation Grant**

Mr. Metcalf presented and discussed the 5310 Expanded Nutrition Access Grant and the 5310 Transportation Grant. He noted that these are existing grants for reimbursement which are facilitated by the City of Asheville. (Attachment 5.1)

**c. CTS Software Request**

Mr. Metcalf presented the request for approval of purchase of CTS Software as well as took questions from the Board. He noted that the software would be used at the Transportation Department for billing, scheduling, vehicle tracking, and client notifications. He noted that the cost to purchase the system is \$24,545.00 with a monthly maintenance fee of \$3,600 for a total \$28,145 which includes the maintenance fee for the remainder of this fiscal year. He also noted that the monthly fee will then be included in the next fiscal year if approved by the Board. Discussion was had by the Board and Mr. Metcalf explained the cost and function of the system versus others.

Upon motion by Commissioner Gentry and second by Vice-Chairman Goforth, the Board voted unanimously to approve.

**d. 5310 Expanded Nutrition Application e. 5310 Expanded Nutrition Application**

Mr. Metcalf discussed with the Board, the 5310 grant applications as well as answered questions from members regarding the request to submit grant applications for Nutrition and Transportation Services to deliver meals and for general transportation needs.

Chairman Snelson discussed the amount of each grant and noted that there are matches required with each grant being \$26,058 with 50/50 match and \$17,426 with 50/50 match, respectively. Discussion was had by the Board regarding the matching funds and Mr. Metcalf noted that it would come from EDTAP funds.

Upon motion by Vice-Chairman Goforth and second by Commissioner Wechtel, the Board voted unanimously to approve. (Attachment 5.2)

**Agenda Item 6: Terry Bellamy, Community and Economic Development Director**

A power point presentation of the 2020 Economic Development Report was presented to the Board and discussed with members by Ms. Bellamy who recognized members of the Economic Development Board who were present at the meeting.

Information discussed in the report included the Madison County Strategic Plan, work of Economic Development during the past year including working with companies in the County to create an incentive program, working with businesses to grow and expand in the County, the broadband expansion, the Manufacturing Art Park, and working with the Madison County Partnership for Children regarding child care issues in the County.

Ms. Bellamy also discussed the Cares Funding Small Business Loan Fund established by Economic Development and also noted that the department has written letters of support for entities such as the Town of Mars Hill, French Broad Electric Membership Corporation, and the Madison County Arts Council as well as others.

Discussion was had by the Board and Ms. Bellamy.

**Agenda Item 7: Kary Ledford, Interim Finance Director**

**a. Budget Amendment # 7**

Ms. Ledford presented and discussed Budget Amendment #7 with the Board as well as answered questions from Board members.

Upon motion by Vice-Chairman Goforth and second by Commissioner Gentry, the Board voted unanimously to approve. (Attachment 7.1)

**b. December Financial Report**

The December, 2020 financial report was presented and discussed with the Board by Ms. Ledford. Discussion was had by the Board. (Attachment 7.2)

**Agenda Item 8: Diana Norton, Tax Assessor**

Ms. Norton presented and discussed the tax releases and refunds for the month of December, 2020 as well as requested approval for the releases and refunds from the Board.

Discussion was had by the Board. Upon motion by Commissioner Gentry and second by Commissioner Garrison, the Board voted unanimously to approve as submitted. (Attachment 8.1)

**Agenda Item 9: Norris Gentry, Commissioner/Interim County Manager**

**a. County Manager's Report**

Commissioner Gentry discussed the current tax collection rates from the Tax Office. He noted the differences in 2019 and that there has been an increased collection of taxes as well as revenue from the availability fee from the Solid Waste Department. Discussion was had by the Board.

Commissioner Gentry presented and discussed with the Board, information regarding the final Cares Act Funding Report. He noted that this completes the reporting cycle for the funds that Madison County received and discussed how the funds were spent as well as presented the final copy for signature of the Chairman of the Board.

Commissioner Gentry also discussed the proposed Courthouse and Health Department renovation progress as well as information regarding the upcoming County audit.

Information regarding the Spring Creek Fire Department and Community Center was discussed with the Board by Commissioner Gentry who noted that the County would be working with the Fire Department regarding property usage and the helipad.

Commissioner Gentry requested that Commissioner Wechtel discuss with the Board the North Carolina Driver's License Office and the Island property in Marshall. Commissioner Wechtel noted that he has met with Representative Pless and that a location has been identified for the Driver's License Office. He stated that Rep. Pless reached out to Speaker Moore who has provided Dan Gurley to be the liaison through the DMV to try and get the office reopened and that the next step would be the staffing of the office by the Department of Motor Vehicles.

Commissioner Wechtel also noted that the County has entered into preliminary discussions with the Town of Marshall regarding the Island property in Marshall. He noted that there are several owners of the property and that it has been discussed that the Town has a desire to use the property and bring it all together since they have been maintaining it with the exception of the gymnasium which the County oversees. Commissioner Wechtel discussed that the building was built by a tax of the residents living in the Marshall School District at the time and

that it became consolidated by the School System then eventually turned over to the County. He noted that there will be another meeting in the near future with the Town to identify a solution.

Commissioner Gentry updated the Board regarding the real estate survey which has been scheduled to be conducted for property which the County is considering for sale or lease at the request of the Emergency Management provider.

Information also discussed with the Board by Commissioner Gentry included the glass partitions that have been scheduled to be installed in the Courthouse as required by the Court and that work will begin soon as part of COVID and security updates to be paid for by the State and also advised the Board that work at the Health Department continues as well.

Commissioner Gentry notified the Board that the insurance company has been contacted regarding the Robert E. Lee Monument plaque which was taken from the Courthouse and that the County is waiting to hear back from the insurance company. Discussion was had by the Board.

An update on the Charters of Freedom Setting which is to be installed at the Courthouse was discussed with the Board. Commissioner Gentry also noted that Information Technology Department is now in their new location and that renovations at the Senior Center in Marshall are underway with the kitchen being completed soon as well as additional parking access, all of which are being provided by the Department of Social Services budget.

**b. North Carolina Association of County Commissioners County Map Book Review**

Information held in the annual County Map Book was discussed with the Board by Commissioner Gentry. Items for discussion included unemployment rates, average income per capita, total taxable property per person, and child poverty rates.

**c. North Carolina Association of County Commissioners Food Resiliency Resolution**

Commissioner Gentry presented and discussed the NCACC Food Resiliency Resolution in an effort to work with all 100 Counties in the State to deal with the food insecurity. Commissioner Gentry discussed the food insecurity rate of Madison County and other Counties around the State. Discussion was had by the Board.

Upon motion by Commissioner Gentry and second by Chairman Snelson, the Board voted unanimously to approve the Resolution. (Attachment 9.3)

**d. My Future NC Attainment Goal Resolution**

Commissioner Gentry presented and discussed the My Future NC Attainment Goal Resolution with the Board. He discussed that the Resolution which is in support of education and workforce collaborations focused to support from early childhood education to adult learning and increase post secondary education. Discussion was had by the Board.

Upon motion by Commissioner Wechtel and second by Vice-Chairman Goforth, the Board voted unanimously to adopt the Resolution. (Attachment 9.4)

**e. Schools Surplus Property Declaration**

Commissioner Gentry presented a request from the Madison County Board of Education for property owned by the school system to declare as surplus. The parcels included Mountain View Road in Mars Hill and a lot at 130 Jackson Avenue in Hot Springs. Discussion was had by the Board and County Attorney Donny Laws regarding how the property was originally acquired and if there is reversion language in the deed. Council was provided by Mr. Laws with further discussion being had by the Board. Mr. Laws noted that the School Board holds title to the property and they have already made the determination that they no longer want the property and want to dispose of it, but they must offer it to the County to acquire if they choose before further disposal. Mr. Laws noted that if the County is interested, the school system will negotiate, but if not, the school will proceed with disposal as statutorily required once the County advises them of their intent. Discussion was had by the Board.

Commissioner Garrison made a motion to notify the school Board that we have no interest in pursuing acquisition of those properties, the one in Hot Springs and the one in Mars Hill as well, as long as there is no reversion language or anything in the deeds that would warrant us to take an interest based on the fact that the money is from the county coffers or tax payer money was originally given to purchase those properties. The motion was seconded by Commissioner Gentry with discussion being had by the Board and council being provided by County Attorney Donny Laws who noted that he would draft the letter if the Board would authorize the County Manager to send the letter, the Board voted unanimously to approve.

#### **f. County Board Appointments**

Commissioner Gentry discussed current vacancies and applications received for County Boards. Discussion was had by the Board.

Upon motion by Commissioner Wechtel and second by Chairman Snelson, the Board voted unanimously to re-appoint Jonathan Szucs to the Economic Development Board.

Discussion was had by the Board. At this time, the Board received an application from current Economic Development member, Connie Molland for consideration of re-appointment to the Economic Development Board. Upon motion by Chairman Snelson and second by Commissioner Gentry, the Board voted unanimously to re-appoint.

Discussion was had by the Board regarding the vacancy on the Housing Authority Board. Discussion was had by Commissioner Wechtel and Clerk Mandy Bradley regarding applications received and the verification of applicant's residences. Commissioner Wechtel requested that this appointment be tabled at this time.

Discussion was had by the Board regarding the Parks and Recreation Advisory Board and applications received. Upon motion by Commissioner Garrison and second by Commissioner Wechtel, the Board voted unanimously to appoint Theresa Gang.

Discussion was had by the Board regarding the Tourism Development Authority Board. Upon motion by Commissioner Wechtel and second by Commissioner Gentry, the Board voted unanimously to re-appoint Bill Ricker and Jackie Ball to the TDA.

Commissioner Gentry discussed the vacancy on the Land of Sky Board of Delegates and recommended that Terrey Dolan be the representative if none of the Board members are available, the motion was seconded by Commissioner Wechtel and the Board voted unanimously to approve.

Upon motion by Commissioner Gentry and second by Chairman Snelson, the Board voted unanimously to appoint Terry Bellamy to the Asheville Regional Housing Consortium.

Discussion was had by the Board regarding the Rural Transit Representative for the French Broad River Metropolitan Planning Organization. Commissioner Wechtel advised the Board that upon discussion with Vicki Eastland at Land of Sky, the Transportation Director could serve on this Board. Commissioner Gentry made a motion to appoint Daniel Metcalf.

Discussion was had by the Board regarding the Land of Sky French Broad River Metropolitan Planning Organization, Land of Sky Rural Planning Organization, and Vaya Health Boards. Upon motion by Commissioner Wechtel, and second by Commissioner Garrison, the Board voted unanimously to keep those as is. Serving those Boards are Commissioner Gentry serving Vaya Health, Commissioner Wechtel serving the Land of Sky Rural Planning Organization, and Commissioner Wechtel serving the Land of Sky French Broad River Metropolitan Planning Organization with Chairman Snelson serving as alternate.

**g. Personnel h. Property**

Upon motion by Commissioner Gentry and second by Commissioner Wechtel, the Board voted unanimously to enter into closed session for property and personnel pursuant to NCGS 143-318.11 (a)(6).

Upon motion by Chairman Snelson and second by Commissioner Gentry, the Board voted unanimously to return to open session.

On behalf of the Transportation and Operations Department, Human Resources Director Brooke Ledford requested the hire of Anne Payne as a Part-Time, 29 hours per week Custodian. Upon motion by Vice-Chairman Goforth and second by Commissioner Gentry, the Board voted unanimously to approve.

On behalf of the Transportation and Operations Department, Human Resources Director Brooke Ledford requested to convert the Part-Time Custodian positions that are unfilled into one Full-Time Custodian position. Upon motion by Commissioner Gentry and second by Chairman Snelson, the Board voted unanimously to approve.

On behalf of the Transportation and Operations Department, Human Resources Director Brooke Ledford requested to convert their Part-Time Driver Positions into one Full-Time Driver Position. Upon motion by Commissioner Gentry and second by Commissioner Wechtel, the Board voted unanimously to approve.

On behalf of the Transportation and Operations Department, Human Resources Director Brooke Ledford requested that Angela Fox be hired as a substitute worker. Upon motion by Vice-Chairman Goforth and second by Chairman Snelson, the Board voted unanimously to approve.

On behalf of the Transportation and Operations Department, Human Resources Director Brooke Ledford requested approval to transfer Mike Frady back to the Transportation Department as a substitute worker. Upon motion of Commissioner Wechtel and second by Chairman Snelson, the Board voted unanimously to approve.

On behalf of the Emergency Operations Department, Human Resources Director Brooke Ledford requested that Jonathan King be hired as a 911 Dispatcher. Upon motion by Commissioner Wechtel and second by Chairman Snelson, the Board voted unanimously to approve.

On behalf of the Emergency Operations Department, Human Resources Director Brooke Ledford requested that Scott Hensley be hired as a 911 Dispatcher. Upon motion by Chairman Snelson and second by Commissioner Gentry, the Board voted unanimously to approve.

Discussion was had by the Board regarding amending the agenda. A motion was made by Commissioner Gentry to amend the agenda for consideration of comp time and overtime for all County employees. Further discussion was had by the Board and council was provided by County Attorney Donny Laws regarding the addition of County open meetings and public hearings being held virtually. Vice-Chairman Goforth discussed that there is a motion on the floor. Discussion was had by the Board. Vice-Chairman Goforth seconded the motion with the Board voting unanimously to approve. Chairman Snelson noted that the agenda would be amended to include overtime and comp time as Item 10 and that Item 11 would be open meetings for virtual public hearings.

**Item 10: Overtime and Comp Time Pay for All County Employees**

Chairman Snelson discussed with the Board, the request from the Sheriff's Office to pay employees overtime. Commissioner Gentry presented a spreadsheet to the Board and noted that it was presented to the auditors as required at the end of the calendar year to cover every department's unfunded liability for unpaid holiday, vacation, and comp times that have never been addressed in the budget. He also noted that the payout from positions for those who have left or otherwise, which reflects in a high percentage in payroll and was not allocated for such. Discussion was had by the Board regarding comp time and holiday pay accruals and how to budget as such.

Commissioner Gentry discussed the County Overtime Policy and discussed that any current changes would be done out of budget as well as the need to change the policy for all employees to allow for overtime pay. Council was provided by County Attorney Donny Laws with discussion being had by the Board regarding the issue being an historic concern with the bulk being the Sheriff's Office, 911, and the Health Department.

Discussion regarding the Overtime Policy was has had by the Board with council being given by County Attorney Donny Laws who noted that the Fair Labor Standards Act would need to be followed for the policy and that it could be changed as often as needed as long as in compliance. Human Resources Director Brooke Ledford rejoined the meeting. Commissioner Garrison discussed the increased amount of calls to the Sheriff's Office with no increase in staff. Council was given by County Attorney Donny Laws regarding exempt salaries and non-exempt wages and what qualifies as each. He also noted that the policy would have to be applied across the board to all non-exempt employees. Discussion was had by the Board regarding how to address the issue in the short and long term.

Further discussion was had by the Board and Ms. Ledford regarding employee pay, accruals, personnel, and management of accruals as well as council being obtained from County Attorney Donny Laws. Commissioner Gentry noted that he will prepare the cost numbers and will see if the money is available to be paid then report back to the Board. Discussion was had by the Board.

**Agenda Item 11: Open Meetings for Virtual Public Hearings**

Commissioner Gentry discussed the pandemic and public hearings of County Boards which may garner great public interest. He discussed meetings being held virtually versus postponing hearings or holding live meetings. Council was provided by County Attorney Donny Laws who noted that Boards such as the Planning Board control their own meetings and can do as they choose, however suggestions could be made by the Board of Commissioners. Discussion was had by the Board.

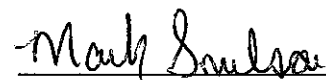
Upon motion by Commissioner Gentry and second by Vice-Chairman Goforth, the Board voted unanimously to leave it to the discretion of the mature adults.

**Agenda Item 12: Adjournment**

Upon motion by Commissioner Gentry and second by Commissioner Wechtel, the Board voted unanimously to adjourn.

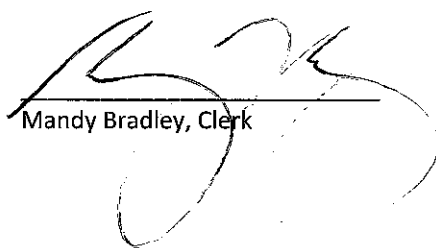
This the 12th day of January, 2021.

MADISON COUNTY



Mark Snelson, Chairman  
Board of Commissioners

ATTEST:

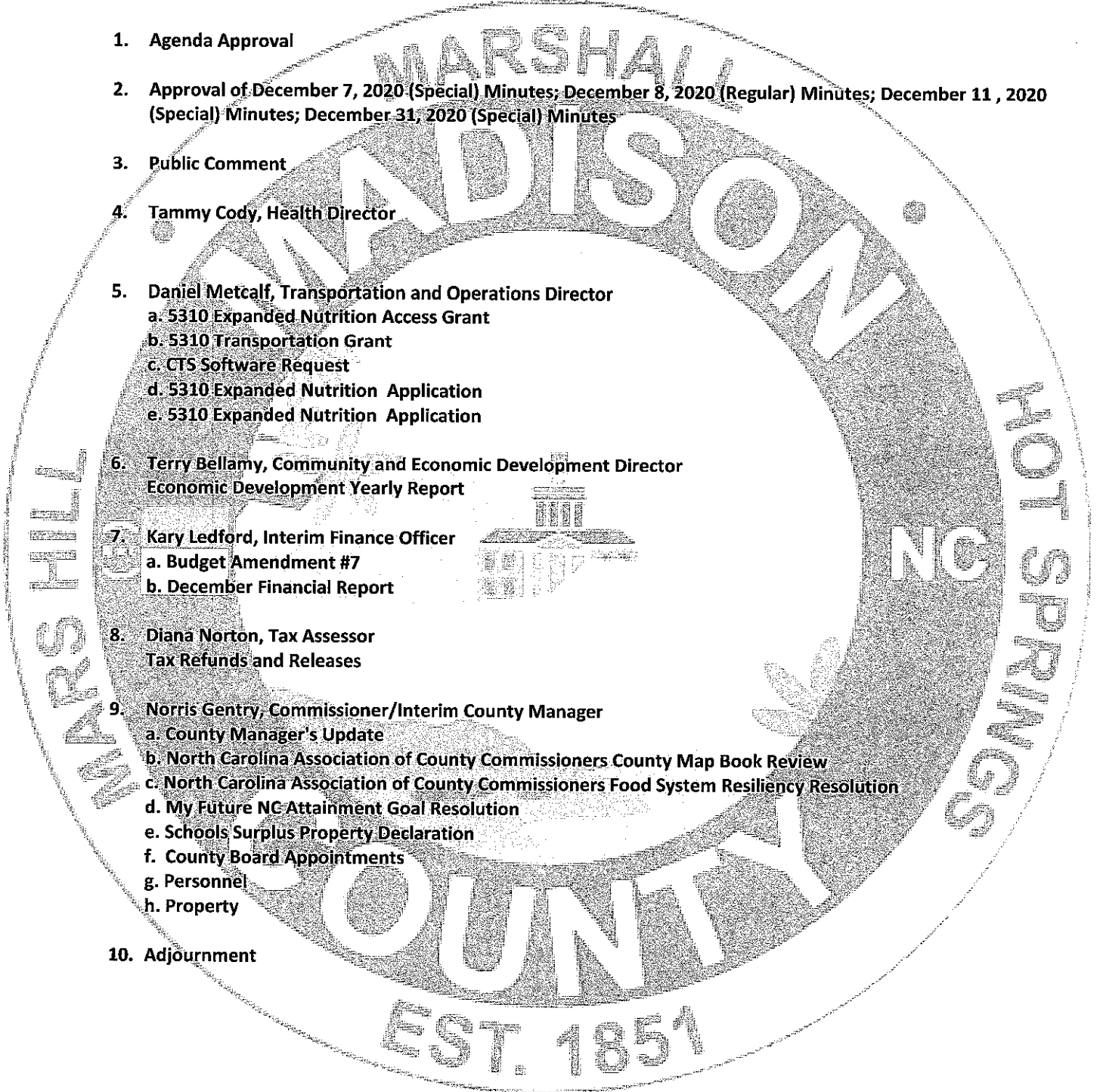


Mandy Bradley, Clerk

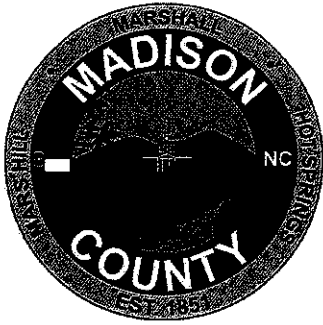
Madison County Board of Commissioners  
Agenda  
January 12, 2021

7:00 P.M. Meeting Called To Order  
Pledge of Allegiance  
Moment of Silence

1. Agenda Approval
2. Approval of December 7, 2020 (Special) Minutes; December 8, 2020 (Regular) Minutes; December 11, 2020 (Special) Minutes; December 31, 2020 (Special) Minutes
3. Public Comment
4. Tammy Cody, Health Director
5. Daniel Metcalf, Transportation and Operations Director
  - a. 5310 Expanded Nutrition Access Grant
  - b. 5310 Transportation Grant
  - c. CTS Software Request
  - d. 5310 Expanded Nutrition Application
  - e. 5310 Expanded Nutrition Application
6. Terry Bellamy, Community and Economic Development Director  
Economic Development Yearly Report
7. Kary Ledford, Interim Finance Officer
  - a. Budget Amendment #7
  - b. December Financial Report
8. Diana Norton, Tax Assessor  
Tax Refunds and Releases
9. Norris Gentry, Commissioner/Interim County Manager
  - a. County Manager's Update
  - b. North Carolina Association of County Commissioners County Map Book Review
  - c. North Carolina Association of County Commissioners Food System Resiliency Resolution
  - d. My Future NC Attainment Goal Resolution
  - e. Schools Surplus Property Declaration
  - f. County Board Appointments
  - g. Personnel
  - h. Property
10. Adjournment







# Madison County Commissioners Meeting

## Public Comment

January 12, 2021

7:00pm

North Carolina Cooperative Extension-Madison County  
Center

3 Minute Time Limit

### ----- Public Comment Sign-In Sheet -----

	Name	Signature
1.	Bernie Edwards	Bernie Edwards
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**FTA FFY 2019 5310**

**GRANT #NC-1057-2020-4**

**COA CONTRACT #92100158**

**COA ACCOUNT CODE:65100951-527102-T2104**

**ENCUMBERED AMOUNT: \$17,426**

**STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE**

**ENHANCED MOBILITY OF SENIORS AND  
INDIVIDUALS WITH DISABILITIES  
NC-1057-2020-4**

This Subrecipient Agreement, made and entered into this the 12<sup>th</sup> day of January, 2021, by and between the City of Asheville, a Municipal Corporation, organized and existing under the laws of the State of North Carolina (herein "City"), and Madison County, a body politic and corporate organized and existing under the laws of the State of North Carolina (herein "Subrecipient")

**WITNESSETH:**

WHEREAS, the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP 21) (P. L. 112-141), was enacted on July 6, 2012, and codified in 49 U.S.C. Chapter 53 and provides federal transportation funding for Federal surface transportation programs; and

WHEREAS, the Enhanced Mobility of Seniors and Individuals with Disabilities (Enhanced Mobility), is a federal transit program authorized under MAP 21; and

WHEREAS, the Enhanced Mobility of Seniors and Individuals with Disabilities program seeks to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options; and

WHEREAS, the Enhanced Mobility of Seniors and Individuals with Disabilities program funding opportunities are open to state or local government authorities; private non-profit organizations, private for profit businesses and operators of public transportation services including private operators of public transportation services; and

WHEREAS, through partnership with the French Broad River Metropolitan Planning Organization and the Subrecipient, the City of Asheville as the designated recipient of the Enhanced Mobility of Seniors and Individuals with Disabilities program funding is responsible for the overall administration of the Enhanced Mobility of Seniors and Individuals with Disabilities program funding (attached to this Agreement as Attachments D and E); and

WHEREAS, the City of Asheville, has been awarded the Enhanced Mobility of Seniors and Individuals with Disabilities program funding from the Federal Transit Administration (FTA) attached to this Agreement as Attachment C; and

WHEREAS, prior to disbursing the Enhanced Mobility of Seniors and Individuals with Disabilities program funding, the provisions of MAP 21 require the City to enter into subrecipient agreements with those entities approved for grant funding;

NOW THEREFORE, for valuable consideration, the amount and sufficiency of which is hereby acknowledged, and mutual promises exchanged between the parties hereto, it is agreed as follows:

**A. SCOPE OF SERVICES**

1. *List of Projects:* The services to be performed pursuant to this Agreement (herein "Project") shall be those specified in the Scope of Services attached to this Agreement as Attachment A, submitted by the City to the FTA and approved by the FTA. The Project shall be performed in accordance with the provisions of this Agreement and all attachments or supplements hereto and in full compliance with the policies, procedures, and requirements of the Enhanced Mobility of Seniors and Individuals with Disabilities program grant requirements and regulations properly promulgated by FTA pursuant thereto.

2. *Changes to Project:* The Subrecipient may change the level of services to be provided under the Project based on the amount of funds awarded, if different from the application amount specified in the grant application. The City may, from time to time, request changes in the scope of service of the Project to be performed hereunder. Such changes, including any increase or decrease for compensation, which is mutually agreed upon by and between the City, the Subrecipient, the French Broad River Metropolitan Planning Organization and the Federal Transit Administration, shall be incorporated in written amendments to this Agreement.

3. *Duration of Agreement:* This Agreement shall be effective as of January 1, 2019, and shall remain in effect until March 20, 2023.

4. *Suspension or Termination:* The City upon written notice may suspend or terminate payment of grant funds in whole or in part for cause. Cause shall include the following:

- a. Ineffective or improper use of Grant funds; and
- b. Failure to comply with the terms and conditions of this Agreement; and
- c. Submission to the City of reports which are incorrect or incomplete in any material respect; and
- d. Suspension of the Grant from FTA to the City in whole or part for any reason.

5. *Termination for Convenience:* The City or the Subrecipient may terminate this Agreement at any time and for any reason by delivering to the other Party at least thirty (30) days prior to such termination written notice of termination setting forth the reasons therefore.

**B. FINANCIAL MANAGEMENT AND PROJECT MONITORING**

1. *Compensation:* The City will reimburse the Subrecipient from funds received from FTA for the Project in accordance with the approved budget for the Project, in the grant application and incorporated herein by reference (herein "Project Budget"), or the actual cost of the Project, whichever is less. Payments under this Agreement are limited to those specified in the Project Budget. It is expressly understood and agreed that in no event will the total compensation and/or reimbursement to be paid hereunder exceed the maximum sum of \$17,426 of FTA amount, \$34,852 of total eligible cost for Madison County Mars Hill Transportation Program.

2. *Method of Payment:* Each quarter, the Subrecipient shall submit invoices to the City. The invoices along with a quarterly expenditure report by work task shall be submitted within 45 days of the end of the quarter. The invoice shall show the total amount of federal grant funds and matching funds expended during the quarter period and the amount being requested for reimbursement. If no expenses were incurred during the quarter, an invoice of zero or a memo stating that fact will be submitted.

3. *Withholding Payment:* The City upon written notice may also withhold payment of any unearned portion of the Grant if the Subrecipient is unable or unwilling to accept any additional conditions that may be provided by law, by executive order, by regulations or by other policy announced by FTA at any time. If the City withholds payment, it shall give written notice of what action must be taken as a condition precedent to the resumption of payments.

4. *Expenses Not Covered:* Any costs and expenses not covered by the Project Budget attached to this agreement as Attachment B, and hence not properly payable from Grant funds, shall be borne entirely by the Subrecipient, or paid from funds otherwise available to it, unless otherwise provided herein. In no case will the City reimburse any cost determined to be ineligible under this Agreement or under FTA regulations, regardless of any mistaken determination of eligibility at the time the costs were incurred, nor will the City reimburse any cost which has been or will be reimbursed from another source.

5. *Budget Changes:* All alterations in the approved use of budgeted funds shall be subject to prior approval by the City.

6. *Recovery of Ineligible costs:* The Subrecipient shall reimburse the City for any amount of grant funds determined by FTA to have been improperly expended, and the City shall retain the right to recover any questioned costs or over payments from the Subrecipient.

7. *Matching funds:* There shall be a 50% match for all approved operating assistance projects in the amount of \$17,426 of FTA amount for the Madison County, Mars Hill Transportation Service to meal sites.

## **C. ROLES AND RESPONSIBILITIES OF THE CITY AND SUBRECIPIENTS**

### **I. ROLES AND RESPONSIBILITIES OF THE CITY:**

**1. Continue Monitoring:** The City shall be responsible for monitoring as well as managing the Enhanced Mobility of Seniors and Individuals with Disabilities program which includes but, is not be limited to:

- a. Working with the Metropolitan Planning Organization to establish timeline and procedure for announcing, selecting, disbursing funds and monitoring of programs.
- b. Establishing procedure for developing updates and maintaining local standards for compliance with the program.
- c. Establishing internal guidelines for making determinations of compliance with the program, and contract administration.
- d. Conducting end-of-program assessment to ensure that all goals were met and also the program complied with all requirements of the guidelines established.
- e. Provide avenue for further review, updates or amendments to the local program requirement.

In addition, the City of Asheville is responsible for the day-to-day management of Awards that provide assistance for eligible activities or projects. This includes the administration and management of the Award in compliance with federal regulations, the Grant or Cooperative Agreement, and applicable FTA circulars. The City is also responsible for federal assistance that “passes through” to a subrecipient. The City’s responsibilities include, but are not limited to, actions that:

- (1) Demonstrate the legal, financial, and technical capacity to carry out the program, including safety and security aspects of the program;
  - (2) Provide administrative and management support of project implementation;
  - (3) Provide, directly or by contract, adequate technical inspection and supervision by qualified professionals of all work in progress;
  - (4) Ensure conformity with Grant Agreements and Cooperative Agreements, applicable statutes, codes, ordinances, and safety standards;
  - (5) Maintain project work schedules agreed to by FTA and the subrecipients and monitor activities under the Award to assure schedules are met and other performance goals are achieved;
- FTA C 5010.1E Page II-9
- (6) Keep expenditures within the latest approved Award Budget;
  - (7) Ensure compliance with FTA and federal requirements by agencies, consultants, contractors, and subcontractors working under approved third-party contracts or inter-agency agreements;
  - (8) Request and withdraw federal assistance for eligible activities only in amounts and at times needed to make payments that are due and payable within three (3) business days and retain receipts to substantiate withdrawals;

(9) Account for project property and maintain property inventory records that contain all the elements required;

(10) Demonstrate and retain satisfactory continuing control over the use of project property;

(11) Demonstrate procedures for asset management and adequate maintenance of equipment and facilities;

(12) Ensure that an annual independent organization-wide audit is conducted in accordance with Office of Management and Budget (OMB) guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, which is incorporated by reference in 2 CFR part 1201, Prepare Force Account Plans and Cost Allocation Plans (CAPs) or Indirect Cost Proposals and submit and obtain approval if applicable, before incurring costs;

(13) Prepare required reports (See Chapter III, Section 3, "Reporting Requirements") for submission to FTA;

(14) Update and retain FTA required reports and records for availability during audits or oversight reviews;

(15) Ensure effective control and accountability are maintained for all Grants, Cooperative Agreements, and subagreements, cash, real and personal property, and other assets. Recipients and subrecipients must ensure that resources are properly used and safeguarded, and used solely for authorized purposes;

(16) Obtain all necessary prior approvals and/or waivers before incurring costs or taking any requested actions; and

(17) Manage roles and responsibilities of the organization's users in TrAMS.

**2. *Financial Management and Project Monitoring:*** The City shall monitor program compliance and require such reports as is necessary to determine if project funds have been expended in accordance with grant requirements, such as the following appropriate expenditures:

- a. Salaries and payroll additive costs, transportation expenses, and office and other expendable supplies for all work provided in the approved planning work program.
- b. Printing, copying, keypunching, computer processing, mapping and aerial photography costs are required for carrying out the work provided in the planning program.
- c. Purchases of special equipment.
- d. Employment of Consultants must be in accordance with Federal Transit Administration Consultant Selection Procedures; or procedures approved by FTA. All contracts or agreement with consultants or contractors must be submitted to the City. Payments to Disadvantaged Business Enterprise must be reported to the City.
- e. Reimbursement of other city agencies, municipalities, counties, regional and state agencies for expenses incurred in conducting work provided for in the planning work program.

- f. Auditing costs associated with fulfilling the requirements of Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200).
3. *Accounting Procedures:* The City shall maintain strict accounting procedures in managing program funds, which accounting procedures shall include but not be limited to:
- a. Requiring a separate account for the Enhanced Mobility of Seniors and Individuals with Disabilities program funds for each fiscal year and all transactions recorded in accordance with acceptable accounting procedures, which are approved by NCDOT and FTA. Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200) outlines standards for grantee financial management systems.
  - b. Requiring that the account established for the planning funds be included in the annual audit of the agency in accordance with Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200).
  - c. Time spent for staff services on work provided for in a planning work program should be recorded by work task on either standard monthly, weekly, or biweekly time sheets for each individual and filed for audit purposes.
  - d. Cost for capital and operating (i.e., transportation, office and other expendable supplies, printing, copying work, keypunching, computer processing) should be supported by receipts, logs and vouchers as appropriate.
  - e. Reimbursement of other city agencies, municipalities, counties, regional and state agencies should be on a basis of vouchers submitted and supported by similar documents as required of the lead agencies. The vouchers should, as a minimum, specify the staff time expended and work task for which the reimbursement is requested.
  - f. The total amount of funds specified in the approved Enhanced Mobility of Seniors and Individuals with Disabilities program will be the controlling amount for which reimbursement can be claimed for a given fiscal year. It is recognized that the amount to be spent on each task will vary somewhat from that estimated in the program.
  - g. E-Verify Employer Compliance: By executing this Agreement, the CONTRACTOR and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes, certify they shall comply with E-Verify requirements to Agreement with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.

**4. *Certifications and Assurances:*** Prior to execution of any subrecipient agreement for grant funding, the City shall require the sub-recipient to provide to the City executed certifications and assurances to include but are not limited to the following:

- a. Standard Assurances
- b. Nondiscrimination assurances
- c. Private Mass Transportation Companies
- d. Assurance of Nondiscrimination on the Basis of Disability
- e. Compliance with 49 U.S.C. Section 5333(b) (Employee Protections)

**5. *Audit:*** The City shall conduct a single audit consistent with the City's audit policies and procedures.

**6. *Close Out:*** The City shall perform a close out of all projects within several months after reimbursing the sub-recipients for the last of its eligible expenditures. Close out shall occur when:

- a. Verification by the City of Asheville with the sub recipient's representative that all project expenditures have been incurred and reimbursed; or
- b. All funding available in the subrecipient agreement has been reimbursed; or
- c. The project has come to the end of its 3-year term (operating projects).

**7. *Property Management:*** The City shall retain legal ownership of all vehicles purchased with grant funds by a private transit provider. When titling a vehicle, the private provider sub- recipients are listed as "Registered Owner," responsible for licensing and collision insurance; and City of Asheville as "Legal Owner" and loss payee should anything happen to the vehicle.

**8. *Vehicle Inventory Record:*** The City shall design and maintain a database that contains all vehicle inventory records. Reports within this database shall distinguish between currently owned vehicles and those that have served their useful life and have been released to the sub- recipient. The information in the database shall include, but is not limited to the sub-recipient's name, address and phone number; vehicle year, make, and model; date accepted; included equipment; location; federal grant number and state agreement number; federal percentage share; date last inspected, recorded mileage, and condition; type of funding used for the purchase; and other information used by the City for program review and reporting. All information must be reported to COA annually for the fiscal year ending June 30.

## **II. RESPONSIBILITIES OF SUB-RECIPIENTS**

**1. *Quarterly Progress Reports:*** For each quarterly invoice submitted, along with the expenditure report, there shall also include a quarterly progress report. When the Award is active, the Subrecipient must comply with quarterly progress report that includes a brief narrative report of work accomplished by the Subrecipient. The quarterly progress report shall include a brief narrative report of work accomplished by the Subrecipient. The City, at its discretion, may request a Subrecipient to update each milestone within an active Award. Milestone Progress Reports (MPR) should identify:



- (1) The current status, at a minimum, of each milestone that has passed during the prior reporting period, within an active Award. The purposes of the Award are being achieved and the Award is progressing as scheduled and within its Award Budget.
  - a) The actual completion dates for any milestones completed during the reporting period.
  - b) Any revised dates when any original (or last revised) completion dates were not met.
  - c) If the milestone date exceeds the Award end date, the Subrecipient should consult the City to determine if the change to the Award end date is needed.
- (2) A narrative of the activity status, any problems encountered in implementation, specification preparation, bid solicitation, resolution of protests, and third-party contract Awards.
- (3) A detailed discussion of all Award Budget or schedule changes.
- (4) An explanation of why scheduled milestones or completion dates were not met.
- (5) Identification of problem areas and a narrative on how the problems will be solved.
- (6) The Subrecipient is demonstrating competence and control in implementing the scope of work encompassed by the Award, and
- (7) The Award meets all program requirements, and all performance measures are being captured.

**2. Annual Performance Report:** An annual performance report shall be submitted with the final planning fund invoice. The written narrative of the performance report should compare work accomplishments to anticipated work goal; discuss progress in meeting schedules; comment on significant task cost overruns/underruns; identify any approved amendments; and discuss any items of interest, i.e. reorganization and personnel changes.

**3. Audit:** If the Subrecipient has expended in excess of \$50,000 of grant funds in the federal fiscal year (October 1-September 30), then there shall be provided to the City an annual independent audit report.

**4. Vehicle Maintenance:** Sub-recipients are responsible for the maintenance of vehicles acquired with Enhanced Mobility of Seniors and Individuals with Disabilities program funds. The sub-recipient will keep federally funded equipment and facilities in good operating order and develop written procedures for maintaining vehicles, facilities and equipment in accordance with the maintenance schedules.

**5. Inventory Reports:** City shall randomly review vehicle maintenance records and physically inspect vehicles as part of the on-site visits. These visits may be conducted, at a minimum, every year. The Subrecipient shall submit an annual Rolling Stock Inventory to include the following information:

- a. Year/Make/Model and Vehicle Code
- b. Vehicle Identification Number and Agency Vehicle Number
- c. Condition, Age, Remaining Useful Life
- d. Replacement Cost, ADA Access
- e. Seating Capacity, Fuel Type, Title

#### **D. INSURANCE AND LIABILITY**

1. **Bond:** The chief fiscal officer or insurer shall provide the City with a Statement assuring that all persons handling funds received or disbursed under this Agreement are covered by fidelity insurance in an amount consistent with sound fiscal practice and with the coverage deemed necessary by the City for its own employees.

2. **City of Asheville Liability:** Work to be performed as provided herein shall be done by the Subrecipient as an independent contractor. The City of Asheville shall not be liable for claims for damages or losses arising out of the performance of this Agreement by the Subrecipient, its subcontractors or agents. This will apply except in those cases where the work is performed by a Department or Division of the City.

3. **Insurance:** The Subrecipient agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability, automobile liability, workers' compensation, employer's liability, professional liability, and umbrella coverage with at least the minimum amounts shown below. The Subrecipient shall furnish the City with certificates of insurance for each type of insurance described herein, with the City named as Certificate Holder and as an additional insured. In the event of cancellation, substantial changes or nonrenewal, the Subrecipient, its subcontractor, or its insurance carrier shall give the City at least thirty (30) days prior written notice. No work shall be performed until the Subrecipient has furnished to the City the above referenced certificates of insurance, in a form suitable to the City. Upon request, the Subrecipient shall provide copies of applicable insurance policies and endorsements related to this Agreement.

**Commercial General Liability:**

- a. Each Occurrence \$1,000,000
- b. General Aggregate \$2,000,000

**Commercial Auto Liability:**

- a. Combined Single Limit \$1,000,000

**Excess (Umbrella) Liability: \$2,000,000**

**Workers' Compensation and Employer's Liability:**

- a. Worker's Compensation Statutory
- b. Employer's Liability \$100,000 each accident  
\$100,000 total disease \$100,000 per employee disease

**Professional Liability: \$1,000,000**

4. **Indemnification:** To the extent permitted by and consistent with North Carolina law, the Subrecipient will indemnify and hold harmless the City from all loss, cost and expense arising out of any liability for injury or damages to persons or property sustained or claimed to have been sustained by anyone whomsoever by reason of the Subrecipient's willful or negligent act(s) arising out of the performance of this contract herein above described, or by reason of any act or omission on the part of the Subrecipient officers, agents, or employees. The parties agree that nothing in this Agreement constitutes a waiver of

sovereign/governmental immunity, and that the Subrecipient obligations in this paragraph shall be limited to the extent and manner of recovery pursuant to the Subrecipient self-insured claim policies and state law.

**5. Designation of Third Party:** The designation by the Subrecipient of a third party or parties to undertake all or any part of this Agreement, shall not relieve the Subrecipient from liability for compliance with the terms of this Agreement. All third parties are bound to the same provisions as required in this Agreement.

## **E. STANDARD PROVISIONS**

**1. Assignability:** This Agreement is expressly non-assignable without the prior written consent and approval of the City, nor may the Project be continued by a successor the Subrecipient without the prior written consent of the City. Any work or services subcontracted shall be specified as part of the written contract or agreement.

**2. Records:** The Subrecipient shall maintain and shall make available at reasonable times and places to the City and FTA such records and accounts, including property, personnel, and financial records, as are deemed necessary by the City and FTA to assure a proper accounting for all Project funds. These records shall be retained for five (5) years after final payment under this Agreement. The Subrecipient shall establish and maintain fiscal and accounting records, as agreed to by official City and FTA directives.

**3. Compliance with FTA Requirements:** The Subrecipient in accepting and using FTA Grant funds, hereby assures and certifies that, it will conduct and administer the activities and funds under this Agreement in compliance with all applicable federal statutes, regulations and circulars when applicable to include, but not limited to:

a. **Non-discrimination in Federal Public Transportation Programs.** The recipient agrees to comply, and ensures the compliance of each third-party contractor at any tier and each subrecipient at any tier under the project, with the provisions of 49 U.S.C. § 5332. These provisions prohibit discrimination on the basis of race, color, religion, national origin, sex, disability or age and prohibit discrimination in employment or business opportunity.

b. **Non-discrimination—Title VI.** The recipient agrees to comply, and ensures the compliance of each third-party contractor at any tier and each subrecipient at any tier of the project, with the applicable non-discrimination laws and regulations that provide protections on the bases of race, color and national origin, as discussed below:

(1) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance;

(2) DOT regulations, “Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act,” 49 CFR part 21;

(3) FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients." This document provides FTA recipients and subrecipients with guidance and instructions necessary to carry out DOT's Title VI regulations, 49 CFR part 21;

(4) DOT Order to Address Environmental Justice in Minority Populations and Low Income Populations. This Order describes the process that the Office of the Secretary of Transportation and each operating administration will use to incorporate environmental justice principles (as embodied in Executive Order No. 12898 on Environmental Justice) into existing programs, policies, and activities, and the most recent edition of FTA Circular 4703.1 on Environmental Justice for FTA recipients, August 15, 2012; and

(5) Executive Order No. 13166 and DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) (70 FR 74087, Dec. 14, 2005). This guidance clarifies the responsibilities of recipients of federal assistance from DOT and assists them in fulfilling their responsibilities to Limited English Proficiency (LEP) persons, pursuant to Title VI of the Civil Rights Act of 1964 and implementing regulations.

c. **Equal Employment Opportunity:** The recipient agrees to comply, and ensures the compliance of each third-party contractor and each subrecipient at any tier of the project, with all Equal Employment Opportunity (EEO) requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332, and the most Page II-12 FTA C 5010.1E recent edition of FTA Circular 4704.1, "Equal Employment Program Guidelines for Grant Recipients" and any implementing requirements FTA may issue.

Recipients that receive \$1 million or more in FTA capital or operating assistance (or \$250,000 or more in FTA planning assistance) and have 100 or more transit-related employees must submit an EEO program to FTA. The requirement for program submission applies to recipients that meet both criteria. FTA may ask recipients to verify they do not meet the criteria in lieu of a quadrennial program submission to FTA's Electronic Awards Management System. Recipients that receive \$1 million or more in FTA capital or operating assistance (or \$250,000 or more in FTA planning assistance) and have 50 or more transit-related employees must prepare and maintain an abbreviated EEO program. These recipients are required to submit EEO Programs to FTA as requested by the Office of Civil Rights for any State Management Review or Triennial Review.

d. **Non-discrimination on the Basis of Sex.** The recipient agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., with implementing DOT implementing regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, and with any implementing directives that DOT or FTA may promulgate, which prohibit discrimination on the basis of sex.

e. **Non-discrimination on the Basis of Age.** The recipient agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., and Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, which prohibit discrimination against individuals on the basis of age (40 years or older). In addition, the recipient agrees to comply with all applicable requirements of the Age Discrimination Act (ADEA), 29 U.S.C. §§ 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act" 29 CFR part 1625, which prohibits discrimination against individuals on the basis of age.

f. **Non-discrimination on the Basis of Disability.** The recipient agrees to comply, and ensures the compliance of each third-party contractor and each subrecipient at any tier of the project, with the applicable laws and regulations, discussed below, for nondiscrimination on the basis of disability:

(1) Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. § 794, prohibits discrimination on the basis of disability by recipients of federal financial assistance.

(2) Section 508 of the rehabilitation Act of 1973, (Section 508), as amended, 29 U.S.C. § 794(d), requires reports and other information prepared in electronic format developed in connection with a third-party contract, whether as a contract end item or in compliance with contract administration provisions, to comply with the accessibility standards established under Architectural and Transportation Barriers FTA C 5010.1E Page II-13 Compliance Board (ATBCB) regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR part 1194.

(3) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities as well as imposes specific requirements on public and private providers of transportation.

(4) DOT regulations implementing Section 504 and the ADA include 49 CFR parts 27, 37, 38, and 39. Among other provisions, the regulations specify accessibility requirements for the design and construction of new transportation facilities and alterations to existing facilities; require that vehicles acquired (with limited exceptions) be accessible to and usable by individuals with disabilities, including individuals using wheelchairs; require public entities, including a private nonprofit entity of the state as a subrecipient providing fixed-route service, to provide complementary paratransit service to individuals with disabilities who cannot use the fixed-route service; and include service requirements intended to ensure that individuals with disabilities are afforded equal opportunity to use transportation systems and services.

(5) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance" which provides topically arranged explanations of the existing ADA requirements and information on implementing the requirements listed above.

(6) In addition, recipients of any FTA funds should be aware that they also have responsibilities under Titles I, II, III, IV, and V of the ADA in the areas of employment, public services, public accommodations, telecommunications, and other requirements, many of which are subject to regulations issued by other federal agencies.

g. **Disadvantaged Business Enterprise (DBE).** To the extent required by federal law, regulations, or requirements, the recipient agrees to take the following measures to make it possible for DBEs to participate in the project:

(1) **The recipient must comply with Section 1101(b) of the FAST Act, which requires FTA to make available not less than 10 percent of its funding under that Act for contracts with small business concerns owned and controlled by socially and economically disadvantaged persons. In order to receive federal assistance, recipients must comply with the DOT DBE regulations, i.e., "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs, 49 CFR Part 26, to the extent consistent with the FAST Act. Contracts funded in whole or in part with FTA funds and subject to FTA's procurement rule are also subject to the recipient's DBE regulations. Recipients must also include the FTA funded amounts of these contracts when determining whether the recipient meets the DBE threshold for goal setting, and if the threshold is met, a triennial DBE goal for FTA review. Page II-14 FTA C 5010.1E**

(2) **The DBE regulations at 49 CFR § 26.21(a)(2) require, among other things, that each FTA recipient have a DBE program if it receives planning, capital and/or operating assistance and will award prime contracts—exceeding a cumulative total value of \$250,000 in FTA funds in a federal fiscal year (excluding transit vehicle purchases). If the threshold is met, the recipient must comply, and ensure the compliance of each third-party contractor and each subrecipient at any tier of the project, with all DBE program elements of 49 CFR part 26, including the following:**

a) **DBE Program.** Recipients meeting the threshold set forth in 49 CFR § 26.21(a)(2) must submit to FTA a DBE program that includes all the required elements specified in 49 CFR part 26.

b) **DBE Goals.** DBE goal setting requirements apply to recipients that will award prime contracts (excluding vehicle purchases) exceeding \$250,000 in FTA funds in any given fiscal year. These recipients are required to provide DBE goals to FTA on a triennial basis.

c) **Uniform Report of DBE Awards or Commitments and Payments.** Recipients for which the DBE goals apply are required to submit the Uniform Report of DBE Awards or Commitments and Payments (the Semi-Annual Report) by June 1 and December 1 of each year.

d) **Reporting Transit Vehicle Purchases.** If you are an FTA recipient, you must require in your DBE program that each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, certify that it has complied with the requirements of 49 CFR § 26.49. FTA recipients are required to submit, within 30 days of making an Award for a federally-funded transit vehicle purchase, the name of the successful bidder, and the total dollar value of the third-party contract in the manner prescribed in the Award agreement. Recipients must also report when exercising an option or a piggyback on an existing contract or ordering a vehicle from an authorized schedule. To the extent that a vehicle remanufacturer is responding to a solicitation for new or remanufactured vehicles with a vehicle to which the remanufacturer has provided post-production alterations or retrofitting (e.g., replacing major components such as an engine to provide a “like new” vehicle), the vehicle remanufacturer is considered a transit vehicle manufacturer. Further instructions for reporting vehicle purchases can be found on FTA’s Office of Civil Rights Web site.

(3) Each FTA Grant Agreement or Cooperative Agreement must include the following assurance: The recipient and/or subrecipient must not discriminate on the basis of race, color, sex, or national origin, in the award and performance of any third-party contract, or subagreement supported with federal assistance derived from DOT or in the FTA C 5010.1E Page II-15 administration of its DBE program and will comply with the requirements of 49 CFR part 26. The Subrecipient agrees to take all necessary and reasonable steps set forth in 49 CFR part 26 to ensure non-discrimination in the award and administration of all third-party contracts and subagreements supported with federal assistance derived from DOT. Implementation of the DBE program is a legal obligation, and that failure by Subrecipient to carry out these terms shall be treated as a violation of the Grant Agreement or Cooperative Agreement as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. § 3801 et seq. 5. The Subrecipient shall maintain compliance with its DBE Approval Certification throughout the period of Contract Performance.

(4) **Lobbying:** The Subrecipient agrees to comply with the provisions of Title 31, USC 1352, the Byrd Anti-Lobbying Amendment, as in force or as it may hereafter be amended. The Subrecipient and all subcontractor tiers shall file the certification required by 49 CFR Part 20, “New Restrictions on Lobbying”. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect to that Federal contract, grant, or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to the City. The Subrecipient shall make such disclosure on the disclosure form included in the Project Manual. See Supplementary Conditions A-1. The Subrecipient further agrees to secure like undertakings from all subcontractor tiers whose subcontracts are expected to be of a value of one hundred thousand dollars (\$100,000) or more.

(5) **Publicity:** The Subrecipient shall make every effort in its publicity and its other ways, to fully inform the public concerning the Project. Any publicity given to the project must recognize the City as the sponsor and the Project funded by the FTA through the Enhanced Mobility of Seniors and Individuals with Disabilities program. The City will, in all publicity originated by it concerning the Project, recognize the Subrecipient as the entity responsible for carrying out the Project.

(6) **Service Process:** Service of all notices under this Agreement shall be sufficient if given personally, by registered or certified mail, returned receipt requested and mailed to the party involved at the address and to the attention of the person set forth below, or to such other person or address as said party may provide in writing from time to time. Any such notice mailed to such address shall be effective upon the date received as shown by the returned receipt or otherwise:

**For City of Asheville**  
Eunice Lovi  
Transit Planning Manager  
Asheville, NC 28801

**For Madison County**  
Lisa Charlson  
Madison County Transportation  
Authority Coordinator  
387 Long Branch Rd.  
Marshall, NC 28753  
[lcharlson@madisoncountync.gov](mailto:lcharlson@madisoncountync.gov)  
(828)649-2219 ext 1241

(7) **Documents of Incorporation:** This Agreement is expressly made subject to all attachments hereto, provisions, requirements, federal, state and local laws, rules, regulations and circulars and to the Grant Agreement between the City and FTA and to any and all requirements, whether federal, state or local, verbal or written, placed upon the City. All the foregoing are hereby made a part of this Agreement and incorporated herein by reference.

(8) **Miscellaneous Provisions:** The singular of any term used in this Agreement shall include the plural and the masculine shall include the feminine and vice versa.

(9) **Original:** A signed copy of this Agreement shall be considered as an original.

**IN WITNESS THEREOF;** each party has caused this Agreement to be duly executed on the day and year first above written and if incorporated, by their duly authorized representative.

Attest:

CITY OF ASHEVILLE

By: \_\_\_\_\_  
Magdalen Burleson, City Clerk

By: \_\_\_\_\_  
Debra Campbell, City Manager



(official seal)

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE COUNTY

I, Notary Public of the County and State aforesaid certify that \_\_\_\_\_, personally came before me this day and acknowledged that she is the \_\_\_\_\_ to the \_\_\_\_\_, and that by the authority duly given and as the act of the \_\_\_\_\_, the foregoing instrument was signed in its name by its City Manager and attested by \_\_\_\_\_, self as \_\_\_\_\_.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_

Print or type name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Attest:

MADISON COUNTY

By: [Signature]  
Mandy Bradley, Clerk to the Board  
(official seal)

By: [Signature]  
Madison County Manager Board of Commissioners

STATE OF NORTH CAROLINA  
COUNTY OF ~~BUNCOMBE~~ MADISON COUNTY  
Madison nbq

I, Notary Public of the County and State aforesaid certify that Mark Shelton personally came before me this day and acknowledged that she is the Chairman, Madison County Board of Commissioners, a municipal corporation, and that by the authority duly given and as the act of the Chairman, the foregoing instrument was signed in its name by its Chairman and attested by Mandy Bradley as Clerk to the Board.

WITNESS my hand and notarial seal this 12<sup>th</sup> day of January, 2021.

MARLA B GOUGE  
Notary Public  
North Carolina  
Madison County

Notary Public: [Signature]  
Print or type name: Marla B Gouge

My Commission Expires: Dec 11 2021

**PRE-AUDIT CERTIFICATION**

This instrument has been pre-audited in accordance with the Local Government Budget and Fiscal Control ACT N.C.G.S. 159-28.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_  
City of Asheville Finance Director

Name of Subrecipient: Madison County

By: Kary Leaford Date: 01/12/21

Name (Print): Kary Leaford  
Finance Director

**FTA FFY 2019 5310**  
**GRANT #NC-1057-2020-4**  
**COA CONTRACT #92100162**  
**COA ACCOUNT CODE: 65100951-527102-T2104**  
**ENCUMBERED AMOUNT: \$14,745**

**STATE OF NORTH CAROLINA**  
**COUNTY OF BUNCOMBE**

**ENHANCED MOBILITY OF SENIORS AND**  
**INDIVIDUALS WITH DISABILITIES**  
**NC-1057-2020-4**

This Subrecipient Agreement, made and entered into this the 12<sup>th</sup> day of January 2021, by and between the **City of Asheville**, a Municipal Corporation, organized and existing under the laws of the State of North Carolina (herein "City"), and **Madison County**, a body politic and corporate organized and existing under the laws of the State of North Carolina (herein "Subrecipient")

**WITNESSETH:**

WHEREAS, the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP 21) (P. L. 112-141), was enacted on July 6, 2012, and codified in 49 U.S.C. Chapter 53 and provides federal transportation funding for Federal surface transportation programs; and

WHEREAS, the Enhanced Mobility of Seniors and Individuals with Disabilities (Enhanced Mobility), is a federal transit program authorized under MAP 21; and

WHEREAS, the Enhanced Mobility of Seniors and Individuals with Disabilities program seeks to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options; and

WHEREAS, the Enhanced Mobility of Seniors and Individuals with Disabilities program funding opportunities are open to state or local government authorities; private non-profit organizations, private for profit businesses and operators of public transportation services including private operators of public transportation services; and

WHEREAS, through partnership with the French Broad River Metropolitan Planning Organization and the Subrecipient, the City of Asheville as the designated recipient of the Enhanced Mobility of Seniors and Individuals with Disabilities program funding is responsible for the overall administration of the Enhanced Mobility of Seniors and Individuals with Disabilities program funding (attached to this Agreement as Attachments D and E); and

WHEREAS, the City of Asheville, has been awarded the Enhanced Mobility of Seniors and Individuals with Disabilities program funding from the Federal Transit Administration (FTA) attached to this Agreement as Attachment C; and

WHEREAS, prior to disbursing the Enhanced Mobility of Seniors and Individuals with Disabilities program funding, the provisions of MAP 21 require the City to enter into subrecipient agreements with those entities approved for grant funding;

NOW THEREFORE, for valuable consideration, the amount and sufficiency of which is hereby acknowledged, and mutual promises exchanged between the parties hereto, it is agreed as follows:

**A. SCOPE OF SERVICES**

1. *List of Projects:* The services to be performed pursuant to this Agreement (herein "Project") shall be those specified in the Scope of Services attached to this Agreement as Attachment A, submitted by the City to the FTA and approved by the FTA. The Project shall be performed in accordance with the provisions of this Agreement and all attachments or supplements hereto and in full compliance with the policies, procedures, and requirements of the Enhanced Mobility of Seniors and Individuals with Disabilities program grant requirements and regulations properly promulgated by FTA pursuant thereto.

2. *Changes to Project:* The Subrecipient may change the level of services to be provided under the Project based on the amount of funds awarded, if different from the application amount specified in the grant application. The City may, from time to time, request changes in the scope of service of the Project to be performed hereunder. Such changes, including any increase or decrease for compensation, which is mutually agreed upon by and between the City, the Subrecipient, the French Broad River Metropolitan Planning Organization and the Federal Transit Administration, shall be incorporated in written amendments to this Agreement.

3. *Duration of Agreement:* This Agreement shall be effective as of January 1, 2019, and shall remain in effect until March 20, 2023.

4. *Suspension or Termination:* The City upon written notice may suspend or terminate payment of grant funds in whole or in part for cause. Cause shall include the following:

- a. Ineffective or improper use of Grant funds; and
- b. Failure to comply with the terms and conditions of this Agreement; and
- c. Submission to the City of reports which are incorrect or incomplete in any material respect; and
- d. Suspension of the Grant from FTA to the City in whole or part for any reason.

5. *Termination for Convenience:* The City or the Subrecipient may terminate this Agreement at any time and for any reason by delivering to the other Party at least thirty (30) days prior to such termination written notice of termination setting forth the reasons therefore.

**B. FINANCIAL MANAGEMENT AND PROJECT MONITORING**

**1. Compensation:** The City will reimburse the Subrecipient from funds received from FTA for the Project in accordance with the approved budget for the Project, in the grant application and incorporated herein by reference (herein "Project Budget"), or the actual cost of the Project, whichever is less. Payments under this Agreement are limited to those specified in the Project Budget. It is expressly understood and agreed that in no event will the total compensation and/or reimbursement to be paid hereunder exceed the maximum sum of \$14,745 of FTA amount, \$29,490 of total eligible cost for Madison County Nutrition Access.

**2. Method of Payment:** Each quarter, the Subrecipient shall submit invoices to the City. The invoices along with a quarterly expenditure report by work task shall be submitted within 45 days of the end of the quarter. The invoice shall show the total amount of federal grant funds and matching funds expended during the quarter period and the amount being requested for reimbursement. If no expenses were incurred during the quarter, an invoice of zero or a memo stating that fact will be submitted.

**3. Withholding Payment:** The City upon written notice may also withhold payment of any unearned portion of the Grant if the Subrecipient is unable or unwilling to accept any additional conditions that may be provided by law, by executive order, by regulations or by other policy announced by FTA at any time. If the City withholds payment, it shall give written notice of what action must be taken as a condition precedent to the resumption of payments.

**4. Expenses Not Covered:** Any costs and expenses not covered by the Project Budget attached to this agreement as Attachment B, and hence not properly payable from Grant funds, shall be borne entirely by the Subrecipient, or paid from funds otherwise available to it, unless otherwise provided herein. In no case will the City reimburse any cost determined to be ineligible under this Agreement or under FTA regulations, regardless of any mistaken determination of eligibility at the time the costs were incurred, nor will the City reimburse any cost which has been or will be reimbursed from another source.

**5. Budget Changes:** All alterations in the approved use of budgeted funds shall be subject to prior approval by the City.

**6. Recovery of Ineligible costs:** The Subrecipient shall reimburse the City for any amount of grant funds determined by FTA to have been improperly expended, and the City shall retain the right to recover any questioned costs or over payments from the Subrecipient.

**7. Matching funds:** There shall be a 50% match for all approved operating assistance projects in the amount of \$14,745 of FTA amount for the Madison County, Mars Hill Nutrition Access to meal sites.

## **C. ROLES AND RESPONSIBILITIES OF THE CITY AND SUBRECIPIENTS**

### **I. ROLES AND RESPONSIBILITIES OF THE CITY:**

**1. Continue Monitoring:** The City shall be responsible for monitoring as well as managing the Enhanced

**Mobility of Seniors and Individuals with Disabilities program which includes but, is not be limited to:**

- a. Working with the Metropolitan Planning Organization to establish timeline and procedure for announcing, selecting, disbursing funds and monitoring of programs.**
- b. Establishing procedure for developing updates and maintaining local standards for compliance with the program.**
- c. Establishing internal guidelines for making determinations of compliance with the program, and contract administration.**
- d. Conducting end-of-program assessment to ensure that all goals were met and also the program complied with all requirements of the guidelines established.**
- e. Provide avenue for further review, updates or amendments to the local program requirement.**

**In addition, the City of Asheville is responsible for the day-to-day management of Awards that provide assistance for eligible activities or projects. This includes the administration and management of the Award in compliance with federal regulations, the Grant or Cooperative Agreement, and applicable FTA circulars. The City is also responsible for federal assistance that “passes through” to a subrecipient. The City’s responsibilities include, but are not limited to, actions that:**

- (1) Demonstrate the legal, financial, and technical capacity to carry out the program, including safety and security aspects of the program;**
  - (2) Provide administrative and management support of project implementation;**
  - (3) Provide, directly or by contract, adequate technical inspection and supervision by qualified professionals of all work in progress;**
  - (4) Ensure conformity with Grant Agreements and Cooperative Agreements, applicable statutes, codes, ordinances, and safety standards;**
  - (5) Maintain project work schedules agreed to by FTA and the subrecipients and monitor activities under the Award to assure schedules are met and other performance goals are achieved;**
- FTA C 5010.1E Page II-9**
- (6) Keep expenditures within the latest approved Award Budget;**
  - (7) Ensure compliance with FTA and federal requirements by agencies, consultants, contractors, and subcontractors working under approved third-party contracts or inter-agency agreements;**
  - (8) Request and withdraw federal assistance for eligible activities only in amounts and at times needed to make payments that are due and payable within three (3) business days and retain receipts to substantiate withdrawals;**

(9) Account for project property and maintain property inventory records that contain all the elements required;

(10) Demonstrate and retain satisfactory continuing control over the use of project property;

(11) Demonstrate procedures for asset management and adequate maintenance of equipment and facilities;

(12) Ensure that an annual independent organization-wide audit is conducted in accordance with Office of Management and Budget (OMB) guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, which is incorporated by reference in 2 CFR part 1201, Prepare Force Account Plans and Cost Allocation Plans (CAPs) or Indirect Cost Proposals and submit and obtain approval if applicable, before incurring costs;

(13) Prepare required reports (See Chapter III, Section 3, "Reporting Requirements") for submission to FTA;

(14) Update and retain FTA required reports and records for availability during audits or oversight reviews;

(15) Ensure effective control and accountability are maintained for all Grants, Cooperative Agreements, and subagreements, cash, real and personal property, and other assets. Recipients and subrecipients must ensure that resources are properly used and safeguarded, and used solely for authorized purposes;

(16) Obtain all necessary prior approvals and/or waivers before incurring costs or taking any requested actions; and

(17) Manage roles and responsibilities of the organization's users in TrAMS.

**2. Financial Management and Project Monitoring:** The City shall monitor program compliance and require such reports as is necessary to determine if project funds have been expended in accordance with grant requirements, such as the following appropriate expenditures:

- a. Salaries and payroll additive costs, transportation expenses, and office and other expendable supplies for all work provided in the approved planning work program.
- b. Printing, copying, keypunching, computer processing, mapping and aerial photography costs are required for carrying out the work provided in the planning program.
- c. Purchases of special equipment.
- d. Employment of Consultants must be in accordance with Federal Transit Administration Consultant Selection Procedures; or procedures approved by FTA. All contracts or agreement with consultants or contractors must be submitted to the City. Payments to Disadvantaged Business Enterprise must be reported to the City.
- e. Reimbursement of other city agencies, municipalities, counties, regional and state agencies for expenses incurred in conducting work provided for in the planning work program.

- f. Auditing costs associated with fulfilling the requirements of Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200).
3. *Accounting Procedures:* The City shall maintain strict accounting procedures in managing program funds, which accounting procedures shall include but not be limited to:
- a. Requiring a separate account for the Enhanced Mobility of Seniors and Individuals with Disabilities program funds for each fiscal year and all transactions recorded in accordance with acceptable accounting procedures, which are approved by NCDOT and FTA. Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200) outlines standards for grantee financial management systems.
  - b. Requiring that the account established for the planning funds be included in the annual audit of the agency in accordance with Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200).
  - c. Time spent for staff services on work provided for in a planning work program should be recorded by work task on either standard monthly, weekly, or biweekly time sheets for each individual and filed for audit purposes.
  - d. Cost for capital and operating (i.e., transportation, office and other expendable supplies, printing, copying work, keypunching, computer processing) should be supported by receipts, logs and vouchers as appropriate.
  - e. Reimbursement of other city agencies, municipalities, counties, regional and state agencies should be on a basis of vouchers submitted and supported by similar documents as required of the lead agencies. The vouchers should, as a minimum, specify the staff time expended and work task for which the reimbursement is requested.
  - f. The total amount of funds specified in the approved Enhanced Mobility of Seniors and Individuals with Disabilities program will be the controlling amount for which reimbursement can be claimed for a given fiscal year. It is recognized that the amount to be spent on each task will vary somewhat from that estimated in the program.
  - g. E-Verify Employer Compliance: By executing this Agreement, the CONTRACTOR and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes, certify they shall comply with E-Verify requirements to Agreement with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.



**4. *Certifications and Assurances:*** Prior to execution of any subrecipient agreement for grant funding, the City shall require the sub-recipient to provide to the City executed certifications and assurances to include but are not limited to the following:

- a. Standard Assurances
- b. Nondiscrimination assurances
- c. Private Mass Transportation Companies
- d. Assurance of Nondiscrimination on the Basis of Disability
- e. Compliance with 49 U.S.C. Section 5333(b) (Employee Protections)

**5. *Audit:*** The City shall conduct a single audit consistent with the City's audit policies and procedures.

**6. *Close Out:*** The City shall perform a close out of all projects within several months after reimbursing the sub-recipients for the last of its eligible expenditures. Close out shall occur when:

- a. Verification by the City of Asheville with the sub recipient's representative that all project expenditures have been incurred and reimbursed; or
- b. All funding available in the subrecipient agreement has been reimbursed; or
- c. The project has come to the end of its 3-year term (operating projects).

**7. *Property Management:*** The City shall retain legal ownership of all vehicles purchased with grant funds by a private transit provider. When titling a vehicle, the private provider sub- recipients are listed as "Registered Owner," responsible for licensing and collision insurance; and City of Asheville as "Legal Owner" and loss payee should anything happen to the vehicle.

**8. *Vehicle Inventory Record:*** The City shall design and maintain a database that contains all vehicle inventory records. Reports within this database shall distinguish between currently owned vehicles and those that have served their useful life and have been released to the sub- recipient. The information in the database shall include, but is not limited to the sub-recipient's name, address and phone number; vehicle year, make, and model; date accepted; included equipment; location; federal grant number and state agreement number; federal percentage share; date last inspected, recorded mileage, and condition; type of funding used for the purchase; and other information used by the City for program review and reporting. All information must be reported to COA annually for the fiscal year ending June 30.

## **II. RESPONSIBILITIES OF SUB-RECIPIENTS**

**1. *Quarterly Progress Reports:*** For each quarterly invoice submitted, along with the expenditure report, there shall also include a quarterly progress report. When the Award is active, the Subrecipient must comply with quarterly progress report that includes a brief narrative report of work accomplished by the Subrecipient. The quarterly progress report shall include a brief narrative report of work accomplished by the Subrecipient. The City, at its discretion, may request a Subrecipient to update each milestone within an active Award. Milestone Progress Reports (MPR) should identify:

- (1) The current status, at a minimum, of each milestone that has passed during the prior reporting period, within an active Award. The purposes of the Award are being achieved and the Award is progressing as scheduled and within its Award Budget.
  - a) The actual completion dates for any milestones completed during the reporting period.
  - b) Any revised dates when any original (or last revised) completion dates were not met.
  - c) If the milestone date exceeds the Award end date, the Subrecipient should consult the City to determine if the change to the Award end date is needed.
- (2) A narrative of the activity status, any problems encountered in implementation, specification preparation, bid solicitation, resolution of protests, and third-party contract Awards.
- (3) A detailed discussion of all Award Budget or schedule changes.
- (4) An explanation of why scheduled milestones or completion dates were not met.
- (5) Identification of problem areas and a narrative on how the problems will be solved.
- (6) The Subrecipient is demonstrating competence and control in implementing the scope of work encompassed by the Award, and
- (7) The Award meets all program requirements, and all performance measures are being captured.

**2. Annual Performance Report:** An annual performance report shall be submitted with the final planning fund invoice. The written narrative of the performance report should compare work accomplishments to anticipated work goal; discuss progress in meeting schedules; comment on significant task cost overruns/underruns; identify any approved amendments; and discuss any items of interest, i.e. reorganization and personnel changes.

**3. Audit:** If the Subrecipient has expended in excess of \$50,000 of grant funds in the federal fiscal year (October 1-September 30), then there shall be provided to the City an annual independent audit report.

**4. Vehicle Maintenance:** Sub-recipients are responsible for the maintenance of vehicles acquired with Enhanced Mobility of Seniors and Individuals with Disabilities program funds. The sub-recipient will keep federally funded equipment and facilities in good operating order and develop written procedures for maintaining vehicles, facilities and equipment in accordance with the maintenance schedules.

**5. Inventory Reports:** City shall randomly review vehicle maintenance records and physically inspect vehicles as part of the on-site visits. These visits may be conducted, at a minimum, every year. The Subrecipient shall submit an annual Rolling Stock Inventory to include the following information:

- a. Year/Make/Model and Vehicle Code
- b. Vehicle Identification Number and Agency Vehicle Number
- c. Condition, Age, Remaining Useful Life
- d. Replacement Cost, ADA Access
- e. Seating Capacity, Fuel Type, Title

#### **D. INSURANCE AND LIABILITY**

1. **Bond:** The chief fiscal officer or insurer shall provide the City with a Statement assuring that all persons handling funds received or disbursed under this Agreement are covered by fidelity insurance in an amount consistent with sound fiscal practice and with the coverage deemed necessary by the City for its own employees.

2. **City of Asheville Liability:** Work to be performed as provided herein shall be done by the Subrecipient as an independent contractor. The City of Asheville shall not be liable for claims for damages or losses arising out of the performance of this Agreement by the Subrecipient, its subcontractors or agents. This will apply except in those cases where the work is performed by a Department or Division of the City.

3. **Insurance:** The Subrecipient agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability, automobile liability, workers' compensation, employer's liability, professional liability, and umbrella coverage with at least the minimum amounts shown below. The Subrecipient shall furnish the City with certificates of insurance for each type of insurance described herein, with the City named as Certificate Holder and as an additional insured. In the event of cancellation, substantial changes or nonrenewal, the Subrecipient, its subcontractor, or its insurance carrier shall give the City at least thirty (30) days prior written notice. No work shall be performed until the Subrecipient has furnished to the City the above referenced certificates of insurance, in a form suitable to the City. Upon request, the Subrecipient shall provide copies of applicable insurance policies and endorsements related to this Agreement.

**Commercial General Liability:**

- a. Each Occurrence \$1,000,000
- b. General Aggregate \$2,000,000

**Commercial Auto Liability:**

- a. Combined Single Limit \$1,000,000

**Excess (Umbrella) Liability:** \$2,000,000

**Workers' Compensation and Employer's Liability:**

- a. Worker's Compensation Statutory
- b. Employer's Liability \$100,000 each accident  
\$100,000 total disease \$100,000 per employee disease

**Professional Liability:** \$1,000,000

4. **Indemnification:** To the extent permitted by and consistent with North Carolina law, the Subrecipient will indemnify and hold harmless the City from all loss, cost and expense arising out of any liability for injury or damages to persons or property sustained or claimed to have been sustained by anyone whomsoever by reason of the Subrecipient's willful or negligent act(s) arising out of the performance of this contract herein above described, or by reason of any act or omission on the part of the Subrecipient officers, agents, or employees. The parties agree that nothing in this Agreement constitutes a waiver of

sovereign/governmental immunity, and that the Subrecipient obligations in this paragraph shall be limited to the extent and manner of recovery pursuant to the Subrecipient self-insured claim policies and state law.

**5. Designation of Third Party:** The designation by the Subrecipient of a third party or parties to undertake all or any part of this Agreement, shall not relieve the Subrecipient from liability for compliance with the terms of this Agreement. All third parties are bound to the same provisions as required in this Agreement.

## **E. STANDARD PROVISIONS**

**1. Assignability:** This Agreement is expressly non-assignable without the prior written consent and approval of the City, nor may the Project be continued by a successor the Subrecipient without the prior written consent of the City. Any work or services subcontracted shall be specified as part of the written contract or agreement.

**2. Records:** The Subrecipient shall maintain and shall make available at reasonable times and places to the City and FTA such records and accounts, including property, personnel, and financial records, as are deemed necessary by the City and FTA to assure a proper accounting for all Project funds. These records shall be retained for five (5) years after final payment under this Agreement. The Subrecipient shall establish and maintain fiscal and accounting records, as agreed to by official City and FTA directives.

**3. Compliance with FTA Requirements:** The Subrecipient in accepting and using FTA Grant funds, hereby assures and certifies that, it will conduct and administer the activities and funds under this Agreement in compliance with all applicable federal statutes, regulations and circulars when applicable to include, but not limited to:

a. **Non-discrimination in Federal Public Transportation Programs.** The recipient agrees to comply, and ensures the compliance of each third-party contractor at any tier and each subrecipient at any tier under the project, with the provisions of 49 U.S.C. § 5332. These provisions prohibit discrimination on the basis of race, color, religion, national origin, sex, disability or age and prohibit discrimination in employment or business opportunity.

b. **Non-discrimination—Title VI.** The recipient agrees to comply, and ensures the compliance of each third-party contractor at any tier and each subrecipient at any tier of the project, with the applicable non-discrimination laws and regulations that provide protections on the bases of race, color and national origin, as discussed below:

(1) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance;

(2) DOT regulations, “Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act,” 49 CFR part 21;

(3) **FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients."** This document provides FTA recipients and subrecipients with guidance and instructions necessary to carry out DOT's Title VI regulations, 49 CFR part 21;

(4) **DOT Order to Address Environmental Justice in Minority Populations and Low Income Populations.** This Order describes the process that the Office of the Secretary of Transportation and each operating administration will use to incorporate environmental justice principles (as embodied in Executive Order No. 12898 on Environmental Justice) into existing programs, policies, and activities, and the most recent edition of FTA Circular 4703.1 on Environmental Justice for FTA recipients, August 15, 2012; and

(5) **Executive Order No. 13166 and DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) (70 FR 74087, Dec. 14, 2005).** This guidance clarifies the responsibilities of recipients of federal assistance from DOT and assists them in fulfilling their responsibilities to Limited English Proficiency (LEP) persons, pursuant to Title VI of the Civil Rights Act of 1964 and implementing regulations.

c. **Equal Employment Opportunity:** The recipient agrees to comply, and ensures the compliance of each third-party contractor and each subrecipient at any tier of the project, with all Equal Employment Opportunity (EEO) requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332, and the most Page II-12 FTA C 5010.1E recent edition of FTA Circular 4704.1, "Equal Employment Program Guidelines for Grant Recipients" and any implementing requirements FTA may issue.

Recipients that receive \$1 million or more in FTA capital or operating assistance (or \$250,000 or more in FTA planning assistance) and have 100 or more transit-related employees must submit an EEO program to FTA. The requirement for program submission applies to recipients that meet both criteria. FTA may ask recipients to verify they do not meet the criteria in lieu of a quadrennial program submission to FTA's Electronic Awards Management System. Recipients that receive \$1 million or more in FTA capital or operating assistance (or \$250,000 or more in FTA planning assistance) and have 50 or more transit-related employees must prepare and maintain an abbreviated EEO program. These recipients are required to submit EEO Programs to FTA as requested by the Office of Civil Rights for any State Management Review or Triennial Review.

d. **Non-discrimination on the Basis of Sex.** The recipient agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., with implementing DOT implementing regulations. "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, and with any implementing directives that DOT or FTA may promulgate, which prohibit discrimination on the basis of sex.

e. **Non-discrimination on the Basis of Age.** The recipient agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., and Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, which prohibit discrimination against individuals on the basis of age (40 years or older). In addition, the recipient agrees to comply with all applicable requirements of the Age Discrimination Act (ADEA), 29 U.S.C. §§ 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act" 29 CFR part 1625, which prohibits discrimination against individuals on the basis of age.

f. **Non-discrimination on the Basis of Disability.** The recipient agrees to comply, and ensures the compliance of each third-party contractor and each subrecipient at any tier of the project, with the applicable laws and regulations, discussed below, for nondiscrimination on the basis of disability:

(1) Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. § 794, prohibits discrimination on the basis of disability by recipients of federal financial assistance.

(2) Section 508 of the rehabilitation Act of 1973, (Section 508), as amended, 29 U.S.C. § 794(d), requires reports and other information prepared in electronic format developed in connection with a third-party contract, whether as a contract end item or in compliance with contract administration provisions, to comply with the accessibility standards established under Architectural and Transportation Barriers FTA C 5010.1E Page II-13 Compliance Board (ATBCB) regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR part 1194.

(3) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities as well as imposes specific requirements on public and private providers of transportation.

(4) DOT regulations implementing Section 504 and the ADA include 49 CFR parts 27, 37, 38, and 39. Among other provisions, the regulations specify accessibility requirements for the design and construction of new transportation facilities and alterations to existing facilities; require that vehicles acquired (with limited exceptions) be accessible to and usable by individuals with disabilities, including individuals using wheelchairs; require public entities, including a private nonprofit entity of the state as a subrecipient providing fixed-route service, to provide complementary paratransit service to individuals with disabilities who cannot use the fixed-route service; and include service requirements intended to ensure that individuals with disabilities are afforded equal opportunity to use transportation systems and services.

(5) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance" which provides topically arranged explanations of the existing ADA requirements and information on implementing the requirements listed above.

(6) In addition, recipients of any FTA funds should be aware that they also have responsibilities under Titles I, II, III, IV, and V of the ADA in the areas of employment, public services, public accommodations, telecommunications, and other requirements, many of which are subject to regulations issued by other federal agencies.

g. **Disadvantaged Business Enterprise (DBE):** To the extent required by federal law, regulations, or requirements, the recipient agrees to take the following measures to make it possible for DBEs to participate in the project:

(1) The recipient must comply with Section 1101(b) of the FAST Act, which requires FTA to make available not less than 10 percent of its funding under that Act for contracts with small business concerns owned and controlled by socially and economically disadvantaged persons. In order to receive federal assistance, recipients must comply with the DOT DBE regulations, i.e., "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs, 49 CFR Part 26, to the extent consistent with the FAST Act. Contracts funded in whole or in part with FTA funds and subject to FTA's procurement rule are also subject to the recipient's DBE regulations. Recipients must also include the FTA funded amounts of these contracts when determining whether the recipient meets the DBE threshold for goal setting, and if the threshold is met, a triennial DBE goal for FTA review. Page II-14 FTA C 5010.1E

(2) The DBE regulations at 49 CFR § 26.21(a)(2) require, among other things, that each FTA recipient have a DBE program if it receives planning, capital and/or operating assistance and will award prime contracts—exceeding a cumulative total value of \$250,000 in FTA funds in a federal fiscal year (excluding transit vehicle purchases). If the threshold is met, the recipient must comply, and ensure the compliance of each third-party contractor and each subrecipient at any tier of the project, with all DBE program elements of 49 CFR part 26, including the following:

a) **DBE Program.** Recipients meeting the threshold set forth in 49 CFR § 26.21(a)(2) must submit to FTA a DBE program that includes all the required elements specified in 49 CFR part 26.

b) **DBE Goals.** DBE goal setting requirements apply to recipients that will award prime contracts (excluding vehicle purchases) exceeding \$250,000 in FTA funds in any given fiscal year. These recipients are required to provide DBE goals to FTA on a triennial basis.

c) **Uniform Report of DBE Awards or Commitments and Payments.** Recipients for which the DBE goals apply are required to submit the Uniform Report of DBE Awards or Commitments and Payments (the Semi-Annual Report) by June 1 and December 1 of each year.

d) **Reporting Transit Vehicle Purchases.** If you are an FTA recipient, you must require in your DBE program that each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, certify that it has complied with the requirements of 49 CFR § 26.49. FTA recipients are required to submit, within 30 days of making an Award for a federally-funded transit vehicle purchase, the name of the successful bidder, and the total dollar value of the third-party contract in the manner prescribed in the Award agreement. Recipients must also report when exercising an option or a piggyback on an existing contract or ordering a vehicle from an authorized schedule. To the extent that a vehicle remanufacturer is responding to a solicitation for new or remanufactured vehicles with a vehicle to which the remanufacturer has provided post-production alterations or retrofitting (e.g., replacing major components such as an engine to provide a “like new” vehicle), the vehicle remanufacturer is considered a transit vehicle manufacturer. Further instructions for reporting vehicle purchases can be found on FTA’s Office of Civil Rights Web site.

(3) Each FTA Grant Agreement or Cooperative Agreement must include the following assurance: The recipient and/or subrecipient must not discriminate on the basis of race, color, sex, or national origin, in the award and performance of any third-party contract, or subagreement supported with federal assistance derived from DOT or in the FTA C 5010.1E Page II-15 administration of its DBE program and will comply with the requirements of 49 CFR part 26. The Subrecipient agrees to take all necessary and reasonable steps set forth in 49 CFR part 26 to ensure non-discrimination in the award and administration of all third-party contracts and subagreements supported with federal assistance derived from DOT. Implementation of the DBE program is a legal obligation, and that failure by Subrecipient to carry out these terms shall be treated as a violation of the Grant Agreement or Cooperative Agreement as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. § 3801 et seq. 5. The Subrecipient shall maintain compliance with its DBE Approval Certification throughout the period of Contract Performance.

(4) **Lobbying:** The Subrecipient agrees to comply with the provisions of Title 31, USC 1352, the Byrd Anti-Lobbying Amendment, as in force or as it may hereafter be amended. The Subrecipient and all subcontractor tiers shall file the certification required by 49 CFR Part 20, “New Restrictions on Lobbying”. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect to that Federal contract, grant, or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to the City. The Subrecipient shall make such disclosure on the disclosure form included in the Project Manual. See Supplementary Conditions A-1. The Subrecipient further agrees to secure like undertakings from all subcontractor tiers whose subcontracts are expected to be of a value of one hundred thousand dollars (\$100,000) or more.



(5) **Publicity:** The Subrecipient shall make every effort in its publicity and its other ways, to fully inform the public concerning the Project. Any publicity given to the project must recognize the City as the sponsor and the Project funded by the FTA through the Enhanced Mobility of Seniors and Individuals with Disabilities program. The City will, in all publicity originated by it concerning the Project, recognize the Subrecipient as the entity responsible for carrying out the Project.

(6) **Service Process:** Service of all notices under this Agreement shall be sufficient if given personally, by registered or certified mail, returned receipt requested and mailed to the party involved at the address and to the attention of the person set forth below, or to such other person or address as said party may provide in writing from time to time. Any such notice mailed to such address shall be effective upon the date received as shown by the returned receipt or otherwise:

**For City of Asheville**  
Eunice Lovi  
Transit Planning Manager  
Asheville, NC 28801

**For Madison County**  
Lisa Charlson  
Madison County Transportation  
Authority Coordinator  
387 Long Branch Rd.  
Marshall, NC 28753  
[lcharlson@madisoncountync.gov](mailto:lcharlson@madisoncountync.gov)  
(828)649-2219 ext 1241

(7) **Documents of Incorporation:** This Agreement is expressly made subject to all attachments hereto, provisions, requirements, federal, state and local laws, rules, regulations and circulars and to the Grant Agreement between the City and FTA and to any and all requirements, whether federal, state or local, verbal or written, placed upon the City. All the foregoing are hereby made a part of this Agreement and incorporated herein by reference.

(8) **Miscellaneous Provisions:** The singular of any term used in this Agreement shall include the plural and the masculine shall include the feminine and vice versa.

(9) **Original:** A signed copy of this Agreement shall be considered as an original.

**IN WITNESS THEREOF;** each party has caused this Agreement to be duly executed on the day and year first above written and if incorporated, by their duly authorized representative.

Attest:

CITY OF ASHEVILLE

By: \_\_\_\_\_  
Magdalen Burlison, City Clerk

By: \_\_\_\_\_  
Debra Campbell, City Manager

(official seal)

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE COUNTY

I, Notary Public of the County and State aforesaid certify that \_\_\_\_\_, personally came before me this day and acknowledged that she is the \_\_\_\_\_ to the \_\_\_\_\_, and that by the authority duly given and as the act of the \_\_\_\_\_, the foregoing instrument was signed in its name by its City Manager and attested by \_\_\_\_\_, self as \_\_\_\_\_.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

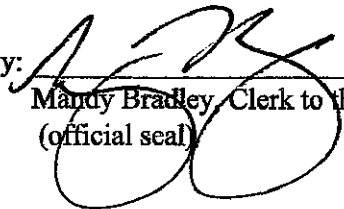
Notary Public: \_\_\_\_\_

Print or type name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Attest:

MADISON COUNTY

By:   
Mandy Bradley, Clerk to the Board  
(official seal)

By:   
Mark Snelson  
Madison County ~~Manager~~ Board of Commissioners

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE COUNTY  
Madison mbg

I, Notary Public of the County and State aforesaid certify that Mark Snelson personally came before me this day and acknowledged that she is the Chairman, Madison County Board of Commissioners a municipal corporation, and that by the authority duly given and as the act of the Chairman, the foregoing instrument was signed in its name by its Chairman and attested by Mandy Bradley as Clerk to the Board

WITNESS my hand and notarial seal this 12<sup>th</sup> day of January, 2021

Notary Public: 

Print or type name: Marla B Gouge

My Commission Expires: Dec 11 2021

**PRE-AUDIT CERTIFICATION**

This instrument has been pre-audited in accordance with the Local Government Budget and Fiscal Control ACT N.C.G.S. 159-28.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_  
City of Asheville Finance Director

Name of Subrecipient: Madison County

By: Kayleford Date: 1/12/21

Name (Print): Kayleford  
Finance Director

## **Appendix D: Civil Rights, Disadvantaged Business Enterprise, and Lobbying Requirements**

### **Civil Rights Requirements**

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

**(1) Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the applicant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the applicant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**(2) Equal Employment Opportunity** - The applicant agrees to the following equal employment opportunity requirements:

**(a) Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the applicant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The applicant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the applicant agrees to comply with any implementing requirements FTA may issue.

**(b) Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the applicant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the applicant agrees to comply with any implementing requirements FTA may issue.

**(c) Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the applicant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29

C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the applicant agrees to comply with any implementing requirements FTA may issue.

- (3) The applicant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.**
- (4) The applicant also agrees to comply with the portion of Title VI of the 1964 Civil Rights Act that states, "No person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." The applicant must supply any person who believes that he/she has been aggrieved by an unlawful discriminatory practice on the basis of race, color, or national origin by the applicant with a Title VI Complaint form (see Applicant Resources) & must investigate the matter.**

## **U.S. DOT Disadvantaged Business Enterprises (DBE) Requirements**

### **49 CFR Part 26**

- (1) The applicant agrees to meet the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.**
- (2) The applicant also agrees to not discriminate on the basis of race, color, national origin, or sex in the performance of this project. The applicant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this project. Failure by the applicant to carry out these requirements is a material breach, which may result in the termination of this project or such other remedy as the City of Asheville deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).**
- (3) The applicant also agrees to report its DBE participation obtained through race-neutral means throughout the period of performance.**
- (4) The applicant also agrees to pay its subcontractors performing work related to this project for satisfactory performance of that work no later than 30 days after the applicant's receipt of payment for that work from the City of Asheville. In addition, the applicant may not hold retainage from its subcontractors.**
- (5) The applicant also agrees to promptly notify the City of Asheville whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The applicant may not terminate any DBE subcontractor and perform that work**

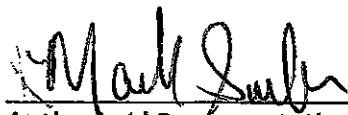
through its own forces or those of an affiliate without prior written consent of the City of Asheville.

## Lobbying Requirements

31 U.S.C. 1352  
49 CFR Part 19  
49 CFR Part 20

- (1) The applicant agrees that no Federal appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.**
- (2) The applicant also agrees that if any funds other than Federal appropriated funds will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (See Applicant Resources.)**
- (3) The applicant also agrees to require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.**
- (4) The applicant also agrees that, pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.**

The applicant also understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.



Authorized Representative of Applicant

1.12.21

Date

**Madison County Transportation Authority  
Expanded Nutrition Access 5310 Project Budget**

		Notes: meal sites are open Monday through Wednesday and Friday residents will be transported to two locations, meals for delivery will be picked up at Mars Hill site			
/day	Rate	Days/year	Miles/day	MPG	
8	\$ 10.50	260			Annual
					Wages, Drivers
					\$27,680
1,080	\$ 13.94	8%			dispatcher
					\$2,320
					fringe benefits
					\$3,326
	\$ 50	12.0			phone/tablet
					\$600
					1 phone/tablet for the driver
	\$ 2.50	260	140	8	Gasoline
					\$11,949
	\$ 1,060		50%		Vehicle Insurance
					\$1,060
					prorated for time van is used by project
					misc program and office supplies
					\$2,500
					prorated amounts to cover overhead, car washes, misc other supplies, scheduling software
					Management and oversight Fees
					\$2,681
					prorated amounts to cover transportation coordinator and fiscal officer/operations manager salaries
					<b>Total</b>
					<b>\$52,116</b>

January 4, 2021

French Broad River Metropolitan Planning Organization  
339 New Leicester Hwy, Ste. 140  
Asheville, NC 28806

Dear French Broad River Metropolitan Planning Organization,

As the Adult Protective Services Supervisor for the Madison County Department of Social Services I see the importance of seniors receiving a nutritious meal and socialization. Our seniors so often find themselves isolated as younger family members move away from our rural area to find work. They lose older friends, family and other peers in the community that are in their age-group as those people grow old and frail, and either pass away or are placed in facilities too far away for visits to be possible. Our older citizens lose their spouses and their connections to community as they age and their ability to get out becomes more and more limited through the process of aging as well. Food security becomes a serious problem for low-income seniors as time goes on. Keeping them connected to the community they live in becomes crucial to their overall well-being and health.

Madison County Transportation Authority (MCTA) helps to maintain the nutrition and social connection; MCTA is the only source of transportation for many of our aging adults due to all of the factors mentioned above and, because of the COVID-19 situation, are now delivering meals to these folks, who cannot come to the meal sites. We desperately need MCTA to make these deliveries to these seniors because otherwise many would not have nutritious food to eat. Also, the MCTA drivers are often the only people these folks are seeing at all; there is no-one for many to ensure that they have food and are safe at home.

These connections have become strong, and are during the pandemic and these connections are needed by our most vulnerable citizens.

At the Department of Social Services, we try to identify residents who might benefit from this resource. We are committed to continue to help MCTA and the meal sites get the word out so that hunger and isolation can be a thing of the past.

Sincerely,



Helen (Shellie) Wyndham  
Madison County Department of Social Services  
Adult Protective Services Supervisor  
5707 US 25/70 Hwy, Unit 1  
Marshall, NC 28753



Application for FY2019~~20~~20

FTA Section 5310: Enhanced Mobility of Seniors and Individuals with Disabilities  
(49 U.S.C. Section 5310)

Name of Project: Expanded Transportation Access for Elderly and Disabled in Mars HillTotal Funding Request (Excluding Match): \$17,426Legal Name of Applicant: Madison County Transportation AuthorityWebsite: https://www.madisoncountync.gov/transportation-authority.htmlType of Applicant Requesting Funds:  Government  Non-Profit  Transit AgencyStreet Address: 387 Long Branch Rd.City: MarshallCounty: MadisonZIP: 28573Phone Number: 828-649-2219

Fax: \_\_\_\_\_

Federal Tax ID: 56-60000316Name and Title of Designated Official with Signature Capacity: Mark Snelson, Chairman Board of Commissions  
~~Norris Gentry, County Manager~~Phone Number: 828-649-2854

Fax: \_\_\_\_\_

Email: ngentry@madisoncountync.govName and Title of Project Contact Person: Daniel MetcalfPhone Number: 828-649-2219

Fax: \_\_\_\_\_

Email: dmetcalf@madisoncountync.gov

Is your organization receiving funds from any of the following programs (mark the appropriate boxes)?

5311     5310     5339     5307     Other FTA funds

Are there any other federal or state funding sources utilized by your organization? If so, please describe.

Provide a description of your agency, including a mission statement if available.

The Mission of Madison County Transportation Authority is to provide excellence in transportation services responsive to the needs of Madison County citizens. Madison County's Public Community Transportation system was established to provide transport services to the citizens of Madison County for medical appointments and access to other life errands. We work with county agencies, medical facilities and food providers to provide coordinated transportation efforts for those residents in need of services.

**Complete one application for each project funding request**

Check the project type that applies  
(please complete separate application for each type of funding requested—capital/operating)

Type of Project: Capital Project (80/20)\*  Operating (50/50)\*

Total Project Cost: \$34,853 ; Grant Request: \$17,426 ;

Cash Match: \$17,426 ;

Source of Match: Edtap funds

\*Minimum required match percentage (Grant Request/Match Percentage)

**Authorization:**

I, Norris Gentry, am the person duly authorized to sign this application and associated certifications on behalf of my agency/organization. I also acknowledge that the information in this application package is a public record.

To the best of my knowledge and belief, all the data in this application is true and correct. My agency/organization will comply with applicable Certifications and Assurances and FTA requirements if federal assistance is awarded.

*Norris Gentry*  
Signature of Authorized Representative

1-12-21  
Date

Madison County Manager Board of Commissioners Chair  
Title of Authorized Representative Organization/Agency

## Project Narrative

Please provide a detailed project description, no more than 400 words. This summary is NOT a description of your agency but should provide a description of the purpose and specifications of the project to be funded. While capital purchases are eligible under the program, their necessity should be identified and described as to how they support the goal and purpose of the project.

The Mars Hill area, which is the area of Madison County within the MPO region and supported by the Coordinated Plan, is home to many residents who are over 60 or with disabilities who lack access to transportation. The funds being requested will allow MCTA to continue to provide transportation services to Mars Hill residents to medical appointments, as well as for them to be able to access the grocery store, bank, post office and laundromat in Mars Hill as well as Weaverville (where the nearest Walmart and other discount stores are located) and Asheville (where many medical appointments, particularly medical specialists, are located). MCTA is requesting funds to continue to help cover the cost of a driver, the cost of using MCTA vans including fuel and maintenance, and the costs of scheduling, dispatching and program management for these rides.

## Project Need and Goals

1. Describe the unmet transportation need that the proposed project seeks to address and the relevant planning effort that documents the need.

MCTA currently has more demand than it can meet for rides from Mars Hill. See attachment for projected numbers of residents and driver hours.

- a. Does it cover an area targeted by the Coordinated Plan?

Yes. Mars Hill is in the area.

- b. Describe how the project will mitigate the transportation need.

This project will continue to provide reliable transportation to anyone over 60 who is currently lacking it to access medical appointments as well as trips to perform errands at the grocery store, post office, bank, and other similar.

- c. Estimate number of people served and/or number of service units that will be provided and provide beginning/ending dates.

In FY22, which starts July 1, 2021 MCTA would provide not as many passenger.

2. Describe the project goals and objectives

This projects goal is to provide more safe and clean ride to our clients due to Covid-19 and to keep everyone to their doctor appointment and grocery shopping.

- a. Are these goals consistent with 5310 funding goals? Describe.

The goals of this project are to meet the transportation needs of older adults or adults with disabilities where the current service offerings are insufficient to meet these needs. The project is also consistent with 5310 funding goals in that it helps to create or improve access to community for residents over 60 or

Please cite the source/year for data:

<p>Total population in area served:</p> <p style="text-align: center;"><b>2,746</b></p>	<p>Enter the cumulative total in the column to the left. Source of Information:</p> <p style="text-align: center;">US Census, 2018 estimates</p>
<p>Total number of seniors (65+) in service area:</p> <p>250</p>	<p>Enter number and percentage of population served in column to the left. Source of information:</p> <p style="text-align: center;"><b>9%, US Census, 2018 estimates</b></p>
<p>Total number of individuals with disabilities in service area:</p>	<p>(see above)</p>
<p>Total number of low-income individuals in service area:</p> <p>588</p>	<p>Enter the number and percentage of population to be served who are at or below 150% of the HHS Poverty Guidelines in column to the left. Source of Information:</p> <p style="text-align: center;"><b>US Census</b></p>
<p>Other:</p>	<p>If your project targets other specific populations, specify group in the column to the left and percentage of total population to be served. Source of information:</p>
<p>Accessibility: We currently have nine lift vans. We also have 2 Passengers Van.</p>	<p>Describe ADA accessible aspects of your program including vehicle(s) used, facilities related to the project, clientele, etc. Source of Information.</p> <p style="text-align: center;"><b>MCTA</b></p>
<p>Service availability</p>	
<p>Monday</p>	<p>Hours: __: __ a.m. to 4 __:30 p.m.</p>
<p>Tuesday</p>	<p>Hours: __: __ a.m. to 4 __:30 p.m.</p>
<p>Wednesday</p>	<p>Hours: __: __ a.m. to 4 __:30 p.m.</p>
<p>Thursday</p>	<p>Hours: __: __ a.m. to 4 __:30 p.m.</p>
<p>Friday</p>	<p>Hours: __: __ a.m. to 4 __:30 p.m.</p>
<p>Saturday</p>	<p>Hours: __: __ a.m. to __: __ p.m.</p>
<p>Sunday</p>	<p>Hours: __: __ a.m. to __: __ p.m.</p>
<p>Holidays</p>	<p>Hours: __: __ a.m. to __: __ p.m.</p>
<p>Other</p>	<p>Hours: __: __ a.m. to __: __ p.m. or Describe MCTA provides service Monday through Friday 8 am to 4:30 pm</p>

Describe service(s) currently provided to meet the needs of the elderly:

MCTA provides on demand service to Madison County residents Monday through Friday, 8 am to 4:30 pm. MCTA provides rides to Doctors, Pharmacy, Grocery Store, Shopping, Meal Deliveries, and Food Boxes Deliveries.

Describe services currently provided to meet the needs of individuals with disabilities:

MCTA currently has nine lift vans to provide wheel chair transportation. All MCTA drivers and staff are trained in ADA and Title VI best practices.

Describe efforts made to address needs of low-income communities:

MCTA services are available to all Madison County residents. MCTA contracts with DSS to provide NEMT rides to low-income residents. MCTA works to inform the Department of Social Services, the Health Department, and any other community organizations about the

Vehicle(s) requested:  Yes  No (if no, skip to next section)

a. Vehicle 1 Quantity: \_\_\_\_\_ Type: \_\_\_\_\_

b. Vehicle 2 Quantity: \_\_\_\_\_ Type: \_\_\_\_\_

c. Vehicle 3 Quantity: \_\_\_\_\_ Type: \_\_\_\_\_

#### Vehicle Usage

If you are purchasing multiple vehicles, provide a separate worksheet for each vehicles that shows calculations for the following:

a. Average estimated number of operating days per vehicle per year: \_\_\_\_\_

b. Average estimated number of operating hours per vehicle per year: \_\_\_\_\_

c. Average estimated mileage per vehicle per year: \_\_\_\_\_

d. Average estimated passenger trips per vehicle per year: \_\_\_\_\_\*

\*A passenger trip is each time a passenger boards a vehicle. For example, 5 passengers are taken to, and from, a destination. That would be 5 trips there and 5 trips back, totaling 10 passenger trips.

#### Existing Fleet

Attach a fleet inventory for existing vehicles that you use, indicating for each vehicle: Vehicle type, capacity, ADA Capacity, model year, and funding source.

Attach a replacement schedule for indicated vehicles.

Other Capital Purchase:  Yes  No (If no skip to next section)

Provide a list of capital equipment you will purchase with the funds from this program (other than vehicles) and describe how equipment will be utilized. Capital purchases must be used for the scope of enhancing mobility for seniors and individuals with disabilities.

**Project Outcomes:**

Provide both quantitative and qualitative information on each of the following measures based on your proposed project as applicable:

1. Services provided that impact availability of transportation services for seniors and/or individuals with disabilities

This project would expand MCTA's services as it relates to providing additional rides to

2. Additions/changes to infrastructure, technology, and/or vehicles that affect availability of transportation services

NA

3. The estimated number of rides (measured by one-way trips) per year provided for seniors, individuals with disabilities, individuals below the poverty level, and/or other types of individuals proposed in your project

This project would provide 1,000 rides in a year.

4. Will job access be improved by this project?  Yes  No

5. Estimated number of rides (as measured by one way trips) for work

6. List measurable project outcomes that will be used to demonstrate the success of this proposal

Success of this project will be measured by the ability to keep our clients safe and free from the Covid-19 and to make sure that they have plenty to eat and gets to the doctors on time and to keep their medicines filled.

7. Anticipated number of unduplicated individuals that will be served during calendar year.

MCTA anticipates being able to serve 48 individuals in the year.

**Coordination and Outreach**

1. Describe existing relationships with other organizations (i.e. providers in the area and the ability of clients to access services)

MCTA provides rides to many of the residents of Mars Hill Commons, which is an

- a. Report on degree of coordination between local and regional providers and any agreements that exist (submit joint application with other applicants in area if possible and share vehicles with other providers when possible)

MCTA is the sole public transit provider in Madison County.

- b. Include outreach plan if applicable
- c. Expand upon geographic range of project benefits and attach service area map.

While the Mars Hill area is part of the FBR MPO, it is still a very rural area and somewhat removed from other urban areas. Many of the options for discount shopping are outside of Mars Hill in Weaverville and many doctor's appointments are in Asheville.

2. How does this project expand mobility and/or availability/expansion of transportation services?

It will keep MCTA's current service offerings both by hours and amount of service.

3. Will this project reduce duplication of services and/or increase efficiency? If so, explain.

This project may enable MCTA to establish Mars Hill specific routes to increase service

4. What services will be coordinated by this project? (check all that apply)

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Client Trips                                     | <input checked="" type="checkbox"/> Purchasing Fuel       | <input type="checkbox"/> Fare Collection System     |
| <input checked="" type="checkbox"/> Scheduling                                       | <input checked="" type="checkbox"/> Purchasing Supplies   | <input type="checkbox"/> Signage                    |
| <input checked="" type="checkbox"/> Training   | <input type="checkbox"/> Vehicle Sharing                  | <input type="checkbox"/> Accessibility Improvements |
| <input checked="" type="checkbox"/> Preventative Maintenance                         | <input type="checkbox"/> Private Transportation Contracts | <input type="checkbox"/> Equipment Purchase         |
| <input checked="" type="checkbox"/> Dispatch Services                                | <input type="checkbox"/> Trip Referrals /Coordination     | <input type="checkbox"/> OTHER                      |
| <input checked="" type="checkbox"/> Operational Planning (ITS, GIS, GPS, technology) | <input type="checkbox"/> Facilities for Passengers        |   |

5. Will this project charge client's fares or fees as part of the service? Describe what the fee structure will be and how it will be collected.

MCTA does not charge a fee for any Madison County resident over age 60 or disabled.

6. Describe how clients are acquired and/or referred to by your agency. What guidelines must they meet to qualify for proposed service, and any application procedure (if applicable). Provide copies of forms used/to be used.

Any resident of Madison County is eligible for rides. A resident can call MCTA directly.

7. Describe how you plan to continue providing proposal services after using 5310 funding.

MCTA has applied for funding through the National Aging and Disability Transportation Center and is exploring other funding opportunities available through such funders as the Dogwood Health Trust and other foundations that support healthy living for seniors. MCTA also receives support through the NC DOT's Rural Operating Assistance Program and a Home and Community Care Block Grant.

8. Provide list of all agencies participating in the project, describe their roles in the project, provide letters of support from agencies for this project.

MCTA receives community support and referrals from Mars Hill Commons, Mountain Housing Opportunities Hot Springs Health Program, Madison County Department of Social Services, the Madison County Health Department and the Area Council on Aging. Letters of support from Mars Hill Commons and Mountain Housing Opportunties are

## Managerial Capacity

1. Describe key personnel assigned to the project and agency's ability to manage the project.

MCTA Director is assigned to the project and works with the Finance Director and

2. Provide operational plan for delivering service. Include route/service area map if applicable. (i.e. a letter of support)
  - a. Describe operating and management plans as applicable to new, continuing and/or enhanced/expanded project proposal.

MCTA's operating plan for this project involves keeping the schedule and Driver that we have to provide the services that we are offering due to the Covid-19.

- b. Complete and attach a project schedule with key milestones, risks, and mitigation strategies.

3. Explain how this project relates to other services or facilities provided by your agency and demonstrate how it can be achieved within your technical capacity.

This project is the same as we had last year. Thanks for this grant we would like to keep offering the same services. We can still offer the rides and services that the

4. Describe your agency's ability to provide for the financial and program management needs of this project.

MCTA intends to use Edtap funds to fulfill the matching portion of this grant. For FY21, The MCTA transportation director and fiscal officer would be responsible for

5. Provide a copy of your most recent audit or financial statement

## Financial Need and Project Budget

1. Describe the assumptions used to develop the budget for proposed project. Administrative expenses cannot exceed 5% of total project cost. Only direct costs will be eligible for reimbursement.

- a. For direct labor, include job title, description of tasks to be performed, hours to be dedicated to project, and hourly rates. Include unit costs for all budget items, as applicable. Applicants may be required to provide additional details

Direct Labor includes the driver who will dedicate 20 hours a week to this project at an hourly rate of \$10.00; the dispatcher who will dedicate 3.2 hours at a rate of \$13.94 per hour to this project. See attached excel

2. Provide proof of available local financial match source

Edtap Funds through the ROAP grant provided by NCDOT.

3. Describe what the effect of not receiving the requested funds will be—how will target population be affected if project is not funded.

Fewer Mars Hill residents will have access to medical appointments as well as errands that help to support them as they live independently. This includes trips to the grocery store, bank, laundromat and post office.



**ATTACHMENT A**

**SELF CERTIFICATION FOR THE LOCALLY DEVELOPED COORDINATED PUBLIC TRANSIT- HUMAN SERVICES  
TRANSPORTATION PLAN "COORDINATED PLAN"**


This project is derived from the "locally coordinated plan", the *French Broad River Metropolitan Planning Organization Coordinated Public Transit and Human Services Transportation Plan for Buncombe, Haywood, and Henderson Counties* adopted in 2012. This application agency is identified as a public transportation authority (type) and the unmet needs presented in this application fall into the target groups ranked as a priority on page 54 of the plan.

The plan can be found at:

Funding restrictions, all applicants project must be for the benefit for the citizens of the FBRMPO region.

Madison County Transportation Authority

Applicant Name



Signature of Authorized Authority, Title

1.12.21

Date

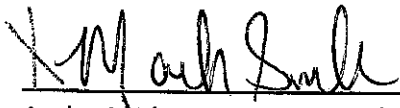
**Attachment B**

Proposed Budget: 5310, Enhanced Mobility of Seniors and Individuals with Disabilities			
	Grant Request	Cash Match	Total Expenses
<b>Labor</b>			
Management/Supervision	\$1,584	\$1,584	\$3,168
Labor—Operations	\$6,360	\$6,360	\$12,720
Labor—Other			
Fringe Benefits	\$832	\$831	\$1,663
Purchased Service			
<b>Vehicle and Office Supplies</b>			
Fuel	\$5,827	\$5,827	\$11,655
Other Supplies:	<b>\$1,250</b>	<b>\$1,250</b>	<b>\$2,500</b>
Utilities	\$300	\$300	\$600
Insurance—vehicle liability	\$265	\$265	\$530
Other	\$633	\$633	\$1,267
Taxes			
Purchased Transportation Services	NA		
<b>Miscellaneous Expenses</b>			
Dues and Subscriptions			
Travel and Meetings			
Marketing	375	375	750
Other			
Interest Expense			
<b>Leases and Rentals</b>			
Passenger Revenue Vehicles	NA		
Maintenance Garages	NA		
Admin Facilities	NA		
Other	NA		
<b>Capital Purchases</b>			
<b>Other Costs</b>			
<b>Column Totals</b>	\$17,426	\$17,426	\$34,853
<b>Percent</b>	50 %	50 %	100%

1) Note, not all rows need to show a requested amount and/or match; 2) Also, the cumulative total of the match must meet the minimum match requirement, not individual rows; 3) Provide a calculation and/or explanation of each line on this page on attached pages. For example: Labor—manager wages @\$25/hr. X 200 hrs. = \$5,000; driver wages @ \$15/hr. X 1,080 hr., etc; 4) Also provide on attached pages, per Federal Transit Administration requirements, a detailed description of matching funds, including identifying the source of funding.

### Appendix C: FTA Certifications and Assurances Form

1. The applicant has coordinated or will coordinate to the maximum extent feasible with other transportation providers and users, including social service agencies authorized to purchase transit service;
2. The applicant has complied or will comply with all applicable civil rights requirements, including but not limited to full compliance with Title VI of the Civil Rights Act of 1964 and related statutes and regulations, in all programs and activities (see Appendix A);
3. The applicant has complied or will comply with applicable requirements of U.S. DOT regulations regarding participation of disadvantaged business enterprises in U.S. DOT programs (see Appendix A);
4. The applicant has complied or will comply with all applicable lobbying requirements for each application (per 49 CFR 20.110) exceeding \$100,000 (see Appendix A);
5. The applicant will comply with all applicable federal requirements per the FTA Federal Fiscal Year 2017 (or latest available) list of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements, as referenced at:  
<https://cms.fta.dot.gov/sites/fta.dot.gov/files/docs/FTA%20FY%202017%20Certifications%20and%20Assurances.pdf>



Authorized Representative of Applicant

1.12.21

Date

## **Appendix D: Civil Rights, Disadvantaged Business Enterprise, and Lobbying Requirements**

### **Civil Rights Requirements**

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

**(1) Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the applicant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the applicant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**(2) Equal Employment Opportunity** - The applicant agrees to the following equal employment opportunity requirements:

**(a) Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the applicant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The applicant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the applicant agrees to comply with any implementing requirements FTA may issue.

**(b) Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the applicant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the applicant agrees to comply with any implementing requirements FTA may issue.

**(c) Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the applicant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29

C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the applicant agrees to comply with any implementing requirements FTA may issue.

- (3)** The applicant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- (4)** The applicant also agrees to comply with the portion of Title VI of the 1964 Civil Rights Act that states, "No person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." The applicant must supply any person who believes that he/she has been aggrieved by an unlawful discriminatory practice on the basis of race, color, or national origin by the applicant with a Title VI Complaint form (see Applicant Resources) & must investigate the matter.

### **U.S. DOT Disadvantaged Business Enterprises (DBE) Requirements**

49 CFR Part 26

- (1)** The applicant agrees to meet the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- (2)** The applicant also agrees to not discriminate on the basis of race, color, national origin, or sex in the performance of this project. The applicant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this project. Failure by the applicant to carry out these requirements is a material breach, which may result in the termination of this project or such other remedy as the City of Asheville deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- (3)** The applicant also agrees to report its DBE participation obtained through race-neutral means throughout the period of performance.
- (4)** The applicant also agrees to pay its subcontractors performing work related to this project for satisfactory performance of that work no later than 30 days after the applicant's receipt of payment for that work from the City of Asheville. In addition, the applicant may not hold retainage from its subcontractors.
- (5)** The applicant also agrees to promptly notify the City of Asheville whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The applicant may not terminate any DBE subcontractor and perform that work

through its own forces or those of an affiliate without prior written consent of the City of Asheville.

## Lobbying Requirements

31 U.S.C. 1352  
49 CFR Part 19  
49 CFR Part 20

- (1)** The applicant agrees that no Federal appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2)** The applicant also agrees that if any funds other than Federal appropriated funds will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form–LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (See Applicant Resources.)
- (3)** The applicant also agrees to require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- (4)** The applicant also agrees that, pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The applicant also understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.



Authorized Representative of Applicant



Date

## **MCTA Outreach Plan for Expanded Nutrition Access Project**

### **social media**

Face Book

### **radio**

We pay for advertising on the WHBK Radio

PSAs on WART - Marshall community radio

story pitch to Blue Ridge Public Radio - Mars Hill

### **print media**

blurb in French Broad Electric newsletter

blurb or ads in church bulletins

story pitch to News Record & Sentinal

### **Flyers**

Mars Hill and CCC meal sites

Mars Hill Commons

Mars Hill Library

Ingles

Beacon of Hope

local churches

Mars Hill Medical Center

Dept. of Social Services

MC Health Department

pass out to all regular Mars Hill area MCTA riders

### **email announcement to:**

Agency on Aging

RHA

Mars Hill Medical Center

Dept. of Social Services

Dept. of Health

Mars Hill and CCC meal sites

Mars Hill Commons

Mars Hill Library

area churches

Salvation Army

The Lord's Harvest

The Beacon on Hope

Madison County Neighbor-in-need

## **MCTA Outreach Plan for Expanded Nutrition Access Project**

### **social media**

regular posts on Community Services and Senior Living Center Facebook pages

### **radio**

We pay for advertising on WHBK Radio

PSAs on WART - Marshall community radio

story pitch to Blue Ridge Public Radio - Mars Hill

### **print media**

blurb in French Broad Electric newsletter

blurb or ads in church bulletins

story pitch to News Record & Sential

Mars Hill Commons - resident newsletter??

### **Flyers**

Mars Hill, Upper Laurel, Beech Glenn and CCC meal sites

Mars Hill Commons

Mars Hill Library

Ingles

local churches

Mars Hill Medical Center

Dept. of Social Services

Dept. of Health

pass out to all regular Mars Hill area MCTA riders

### **email announcement to:**

Agency on Aging

RHA

Mars Hill Medical Center

Dept. of Social Services

Dept. of Health

Mars Hill and CCC meal sites

Mars Hill Commons

Mars Hill Library

area churches



# Mars Hill Transportation Project

Date RAG

1/5/2021

Milestones			
Date due	RAG	Owner	Comments
1/6/2021	G	Transportation Director	
7/1/2021	A	Transportation Director	
7/1/2021	G	Transportation Director	follow outreach plan
7/1/2021	A	Transportation Director	
7/1/2021	A	dispatcher	

## Top Risks & Issues

Action	
not getting the grant	
work with dispatcher to determine priorities for rides/routes	
meet	

Comments	

Application for FY2020  
FTA Section 5310: Enhanced Mobility of Seniors and Individuals with Disabilities  
(49 U.S.C. Section 5310)

Name of Project: Expanded Nutrition Access for Elderly and Disabled in Mars Hill  
Total Funding Request (Excluding Match): \$26,058  
Legal Name of Applicant: Madison County Transportation Authority  
Website: https://www.madisoncountync.gov/transportation-authority.html  
Type of Applicant Requesting Funds:  Government  Non-Profit  Transit Agency  
Street Address: 387 Long Branch Road  
City: Marshall County: NC ZIP: 28753  
Phone Number: 828-649-2219 Fax: \_\_\_\_\_  
Federal Tax ID: 56-60000316

Name and Title of Designated Official with Signature Capacity: Mark Snedson, Chairman  
Phone Number: 828-649-2854 Fax: \_\_\_\_\_  
Email: ngentry@madisoncounty.gov

Name and Title of Project Contact Person: Daniel Metcalf  
Phone Number: 828-649-2219 Fax: \_\_\_\_\_  
Email: dmetcalf@madisoncountync.gov

Is your organization receiving funds from any of the following programs (mark the appropriate boxes)?

5311  5310  5339  5307  Other FTA funds

Are there any other federal or state funding sources utilized by your organization? If so, please describe.

Provide a description of your agency, including a mission statement if available.

The Mission of Madison County Transportation Authority is to provide excellence in transportation services responsive to the needs of Madison County citizens. Madison County's Public CCommunity Transportation system was established to provide transport services to the citizens of Madison County for medical appointments and access to other life errands. We work with county agencies, medical facilities and food providers to provide coordinated transportation efforts for those residents in need of services.

**Complete one application for each project funding request**

Check the project type that applies

(please complete separate application for each type of funding requested—capital/operating)

Type of Project: Capital Project (80/20)\*  Operating (50/50)\*

Total Project Cost: \$52,116; Grant Request: \$26,058;

Cash Match: \$26,058;

Source of Match: Edtap funds

\*Minimum required match percentage (Grant Request/Match Percentage)

**Authorization:**

I, Norris Gentry, am the person duly authorized to sign this application and associated certifications on behalf of my agency/organization. I also acknowledge that the information in this application package is a public record.

To the best of my knowledge and belief, all the data in this application is true and correct. My agency/organization will comply with applicable Certifications and Assurances and FTA requirements if federal assistance is awarded.

Mark Saylor  
Signature of Authorized Representative

1.12.21  
Date

Madison County Manager Board of Commissioners Chair  
Title of Authorized Representative Organization/Agency

## Project Narrative

Please provide a detailed project description, no more than 400 words. This summary is NOT a description of your agency but should provide a description of the purpose and specifications of the project to be funded. While capital purchases are eligible under the program, their necessity should be identified and described as to how they support the goal and purpose of the project.

There are currently serving three meal site at Madison County senior centers in the Greater Mars Hill area, which is the area of Madison County within the MPO region and the Coordinated Plan , that serve nutritious meals at lunch time four days a week (every day but Thursday) year round. The funds being requested will allow MCTA to continue to provide transportation service and home delivery during the Covid-19 to the Mars Hill meal site and help provide the extra 35 home delivered that we have provided since March of 2020. This grant will provides us the ability to continue with this program.

## Project Need and Goals

1. Describe the unmet transportation need that the proposed project seeks to address and the relevant planning effort that documents the need.

- a. Does it cover an area targeted by the Coordinated Plan?

Yes it is in the covered area.

- b. Describe how the project will mitigate the transportation need.

This project will provide reliable transportation to anyone over 60 who is currently lacking it to access to the Mars Hill Meal Site, Beach Glen Meal Site

- c. Estimate number of people served and/or number of service units that will be provided and provide beginning/ending dates.

In FY21, which starts July 1, 2020 MCTA would provide an additional 3,300 service units as well as 7,280 delivered meals

2. Describe the project goals and objectives

The short-term goal is eliminate the waiting list for home delivered meals and provide transportation to the meal site and therefore access to a nutritious meal and

- a. Are these goals consistent with 5310 funding goals? Describe.

The goals of this project are to meet the transportation needs of older adults or adults with disabilities where the current service offerings are insufficient to these needs. the project is also consistent ith 5310 funding goals in that it helps to create or increase access to community for residents over 60 or disabled

3. Describe what would happen if project was not funded? Is this service not otherwise available?

If we lose this funding Madison County will lose our ability to cover as many 60 and over residents with their home delivered meals each day and to transport them when COVID is calm down enough to dine inside of the meal site again.

Please cite the source/year for data:

<p>Total population in area served: 2,746</p>	<p>Enter the cumulative total in the column to the left. Source of Information: US Census, 2018 estimates</p>
<p>Total number of seniors (65+) in service area: 250</p>	<p>Enter number and percentage of population served in column to the left. Source of information: <b>9%, US Census, 2018 estimates</b></p>
<p>Total number of individuals with disabilities in service area:</p>	<p>(see above)</p>
<p>Total number of low-income individuals in service area: 588</p>	<p>Enter the number and percentage of population to be served who are at or below 150% of the HHS Poverty Guidelines in column to the left. Source of Information:</p>
<p>Other:</p>	<p>If your project targets other specific populations, specify group in the column to the left and percentage of total population to be served. Source of information:</p>
<p>Accessibility: We currently have 9 lift vans and are adding 2 new passangers vans.</p>	<p>Describe ADA accessible aspects of your program including vehicle(s) used, facilities related to the project, clientele, etc. Source of Information.</p>
<p>Service availability</p>	<p style="text-align: center;"><b>MCTA</b></p>
<p>Monday</p>	<p>Hours: <u>0800</u> a.m. to ___ : ___ p.m.</p>
<p>Tuesday</p>	<p>Hours: <u>0800</u> a.m. to ___ : ___ p.m.</p>
<p>Wednesday</p>	<p>Hours: <u>0800</u> a.m. to ___ : ___ p.m.</p>
<p>Thursday</p>	<p>Hours: <u>0800</u> a.m. to ___ : ___ p.m.</p>
<p>Friday</p>	<p>Hours: <u>0800</u> a.m. to ___ : ___ p.m.</p>
<p>Saturday</p>	<p>Hours: ___ : ___ a.m. to ___ : ___ p.m.</p>
<p>Sunday</p>	<p>Hours: ___ : ___ a.m. to ___ : ___ p.m.</p>
<p>Holidays</p>	<p>Hours: ___ : ___ a.m. to ___ : ___ p.m.</p>
<p>Other</p>	<p>Hours: ___ : ___ a.m. to ___ : ___ p.m. or Describe</p>

Describe service(s) currently provided to meet the needs of the elderly:

MCTA provides home delivered meals to 55 residents Monday-Wednesday and Fridays. This is probably the only hot meal that they eat each day. We would try to get to more seniors will be will be allowed to receive this grant again.

Describe services currently provided to meet the needs of individuals with disabilities:

MCTA has 9 lift vans that we can haul our disabilities clients in to the meals site once they open back up for lunch inside of the meal sites.

Describe efforts made to address needs of low-income communities:

MCTA is hauling food to our clients from the Neighbor-in-needs, Salvation Army and The Beacon of Hope with the help of this grant we could add more 60 and over residents to our list.

Vehicle(s) requested:  Yes  No (if no, skip to next section)

a. Vehicle 1 Quantity: \_\_\_\_\_ Type: \_\_\_\_\_

b. Vehicle 2 Quantity: \_\_\_\_\_ Type: \_\_\_\_\_

c. Vehicle 3 Quantity: \_\_\_\_\_ Type: \_\_\_\_\_

#### Vehicle Usage

If you are purchasing multiple vehicles, provide a separate worksheet for each vehicles that shows calculations for the following:

a. Average estimated number of operating days per vehicle per year: \_\_\_\_\_

b. Average estimated number of operating hours per vehicle per year: \_\_\_\_\_

c. Average estimated mileage per vehicle per year: \_\_\_\_\_

d. Average estimated passenger trips per vehicle per year: \_\_\_\_\_ \*

\*A passenger trip is each time a passenger boards a vehicle. For example, 5 passengers are taken to, and from, a destination. That would be 5 trips there and 5 trips back, totaling 10 passenger trips.

#### Existing Fleet

Attach a fleet inventory for existing vehicles that you use, indicating for each vehicle: Vehicle type, capacity, ADA Capacity, model year, and funding source.

Attach a replacement schedule for indicated vehicles.

Other Capital Purchase:  Yes  No (If no skip to next section)

Provide a list of capital equipment you will purchase with the funds from this program (other than vehicles) and describe how equipment will be utilized. Capital purchases must be used for the scope of enhancing mobility for seniors and individuals with disabilities.

## Project Outcomes:

Provide both quantitative and qualitative information on each of the following measures based on your proposed project as applicable:

1. Services provided that impact availability of transportation services for seniors and/or individuals with disabilities

This project would expand MCTA's services as it relates to providing additional meals :

2. Additions/changes to infrastructure, technology, and/or vehicles that affect availability of transportation services

N/A

3. The estimated number of rides (measured by one-way trips) per year provided for seniors, individuals with disabilities, individuals below the poverty level, and/or other types of individuals proposed in your project

This project would provide 3,300 rides plus 7,280 meals delivered.

4. Will job access be improved by this project?  Yes  No

5. Estimated number of rides (as measured by one way trips) for work

0

6. List measurable project outcomes that will be used to demonstrate the success of this proposal

Success of this project will be measured by the number of additional meals and food boxes that MCTA will get delivered and that no one in these areas will ever go hungry.

7. Anticipated number of unduplicated individuals that will be served during calendar year.

100

## Equity, Outreach, and Partnerships

1. Describe existing relationships with other organizations (i.e. providers in the area and the ability of clients to access services)

We work with the Neighbors-in-need, Salvation Army, and the Beacon of Hope to add new clients we work together and make sure everyone possible get food

- a. Report on degree of coordination between local and regional providers and any agreements that exist (submit joint application with other applicants in area if possible and share vehicles with other providers when possible)

MCTA is the sole public transit provideer in Madison County.

- b. Include outreach plan if applicable.

- c. Expand upon geographic range of project benefits and attach service area map.

While the Mars Hill area is part of the FBR MPO, it is still a very rural area and somewh

2. How does this project expand mobility and/or availability/expansion of transportation services?

It will expand MCTA's current service offerings both by hours.

3. Will this project reduce duplication of services and/or increase efficiency? If so, explain.

This project will increase the numbers of 60 and over and disabled citizens to receive more help and support during this time while the meal site are closed.

4. What services will be coordinated by this project? (check all that apply)

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> Client Trips                                     | <input checked="" type="checkbox"/> Purchasing Fuel       | <input type="checkbox"/> Fare Collection System    |
| <input checked="" type="checkbox"/> Scheduling                                       | <input checked="" type="checkbox"/> Purchasing Supplies   | <input type="checkbox"/> Signage                   |
| <input checked="" type="checkbox"/> Training   | <input type="checkbox"/> Vehicle Sharing                  | <input type="checkbox"/> Accessibility Improvement |
| <input checked="" type="checkbox"/> Preventative Maintenance                         | <input type="checkbox"/> Private Transportation Contracts | <input type="checkbox"/> Equipment Purchase        |
| <input checked="" type="checkbox"/> Dispatch Services                                | <input type="checkbox"/> Trip Referrals /Coordination     | <input type="checkbox"/> OTHER                     |
| <input checked="" type="checkbox"/> Operational Planning (ITS, GIS, GPS, technology) | <input type="checkbox"/> Facilities for Passengers        |  |

5. Will this project charge client's fares or fees as part of the service? Describe what the fee structure will be and how it will be collected.

MCTA does not charge for anyone over the age of 60 or disabled.

6. Describe how clients are acquired and/or referred to by your agency. What guidelines must they meet to qualify for proposed service, and any application procedure (if applicable). Provide copies of forms used/to be used.

Any resident of Madison County is eligible for rides. A resident can call MCA directly. We will help you fill out your application.

8. Provide list of all agencies participating in the project and describe their roles in the project.

Madison County DSS provides the meals that MCTA delivers. Salvation Army, Neighbor's-in-need, The Lord's Harvest and The Beacon of Hope provides MCTA with the food boxes that we deliver each week.



## **Project Implementation**

1. Describe key personnel assigned to the project and agency's ability to manage the project.

Daniel Metcalf is MCTA's Director that serves as our key personnel. We also have a dispatcher

2. Describe how project aligns with organization's missions and goals?

MCTA's goal is to get everyone we can a hot meal four days a week and to provide food boxes

3. Provide operational plan for delivering service. Include route/service area map if applicable. (i.e. a letter of support)
  - a. Describe operating and management plans as applicable to new, continuing and/or enhanced/expanded project proposal. MCTA is hoping for one more part time driver to better service the areas that
  - b. Complete and attach a project schedule with key milestones, risks, and mitigation strategies.

We are projecting a new driver by the end of January, 2021.

4. Explain how this project relates to other services or facilities provided by your agency and demonstrate how it can be achieved within your technical capacity.

MCTA would utilize an existing van, and the dispatcher/scheduler has capacity to support this program. MCTA is completely in line with our current technical capacity.

5. Provide a copy of your most recent audit or financial statement

## **Project Budget and Organizational Preparedness**

1. Describe the assumptions used to develop the budget for proposed project. Administrative expenses cannot exceed 5% of total project cost. Only direct costs will be eligible for reimbursement.

- a. For direct labor, include job title, description of tasks to be performed, hours to be dedicated to project, and hourly rates. Include unit costs for all budget items, as applicable. Applicants may be required to provide additional details.

Direct Labor Includes the drivers who will dedicate 20 hours apiece per week to this project

2. Provide proof of available local financial match source
3. Describe agency's ability to provide for financial and program management of this project.

MCTA has a fiscal officer and Madison County also has a Finance Officer to help with this project

4. Describe how you plan to continue providing proposal services after using 5310 funding.

We are not sure we can if we did not get the 5310 Funding, it is very important to us to receive

**ATTACHMENT A**

**SELF CERTIFICATION FOR THE LOCALLY DEVELOPED COORDINATED PUBLIC TRANSIT- HUMAN SERVICES  
TRANSPORTATION PLAN "COORDINATED PLAN"**

This project is derived from the "locally coordinated plan", the *French Broad River Metropolitan Planning Organization Coordinated Public Transit and Human Services Transportation Plan for Buncombe, Haywood, and Henderson Counties* adopted in 2012. This application agency is identified as a service improvement (type) and the unmet needs presented in this application fall into the target groups ranked as a priority on page 54 of the plan.

The plan can be found at:

Funding restrictions, all applicants project must be for the benefit for the citizens of the FBRMPO region.

Madison County Transportation Authority  
Applicant Name

Mack Sulsor  
Signature of Authorized Authority, Title

\_\_\_\_\_  
Date

**Attachment B**

<b>Proposed Budget: 5310, Enhanced Mobility of Seniors and Individuals with Disabilities</b>			
	<b>Grant Request</b>	<b>Cash Match</b>	<b>Total Expenses</b>
<b>Management/Supervision</b>			
Management/Supervision	\$1,341	\$1,341	\$2,682
<b>Labor—Operations</b>			
Labor—Operations	\$13,840	\$13,840	\$27,680
<b>Labor—Other</b>			
Labor—Other			
<b>Fringe Benefits</b>			
Fringe Benefits	\$1,663	\$1,163	\$3,326
<b>Purchased Service</b>			
Purchased Service			
<b>Vehicle and Office Expenses</b>			
Fuel	\$6,500	6,500	13,000
Other Supplies:	<b>\$1,250</b>	<b>1,250</b>	<b>\$2,500</b>
Utilities	\$300	300	\$600
Insurance—vehicle liability	\$530	530	\$1,060
Other	\$634	634	\$1,268
Taxes			
<b>Purchased Transportation Services</b>			
Purchased Transportation Services			
<b>Miscellaneous Expenses</b>			
Dues and Subscriptions			
Travel and Meetings			
Marketing			
Other			
Interest Expense			
<b>Leases and Rentals</b>			
Passenger Revenue Vehicles			
Maintenance Garages			
Admin Facilities			
Other			
<b>Capital Purchases</b>			
<b>Other Costs</b>			
<b>Column Totals</b>	<b>\$26,058</b>	<b>\$26,058</b>	<b>\$52,116</b>
<b>Percent</b>	<b>%</b>	<b>%</b>	<b>100%</b>

1) Note, not all rows need to show a requested amount and/or match; 2) Also, the cumulative total of the match must meet the minimum match requirement, not individual rows; 3) Provide a calculation and/or explanation of each line on this page on attached pages. For example: Labor—manager wages @\$25/hr. X 200 hrs. = \$5,000; driver wages @ \$15/hr. X 1,080 hr., etc; 4) Also provide on attached pages, per Federal Transit Administration requirements, a detailed description of matching funds, including identifying the source of funding,

## Appendix C: FTA Certifications and Assurances Form

1. The applicant has coordinated or will coordinate to the maximum extent feasible with other transportation providers and users, including social service agencies authorized to purchase transit service;
2. The applicant has complied or will comply with all applicable civil rights requirements, including but not limited to full compliance with Title VI of the Civil Rights Act of 1964 and related statutes and regulations, in all programs and activities (see Appendix A);
3. The applicant has complied or will comply with applicable requirements of U.S. DOT regulations regarding participation of disadvantaged business enterprises in U.S. DOT programs (see Appendix A);
4. The applicant has complied or will comply with all applicable lobbying requirements for each application (per 49 CFR 20.110) exceeding \$100,000 (see Appendix A);
5. The applicant will comply with all applicable federal requirements per the FTA Federal Fiscal Year 2017 (or latest available) list of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements, as referenced at:  
<https://cms.fta.dot.gov/sites/fta.dot.gov/files/docs/FTA%20FY%202017%20Certifications%20and%20Assurances.pdf>



Authorized Representative of Applicant



Date

**Madison County  
Board of Commissioners**

**Budget Amendment #7  
January 12, 2021**

<b>Description</b>	<b>Line Item</b>	<b>Debit</b>	<b>Credit</b>
<b>DSS</b>			
LIEAP COVID 19	10.5481.6800	\$ 82,128.00	
LIEAP COVID 19	10.3531.4003		\$ 82,128.00
Stipend Foster Care	10.5310.4000	\$ 13,400.00	
Stipend Foster Care	10.3531.4000		\$ 13,400.00
Janitorial Supplies	10.5310.2110		\$ 2,000.00
Professional Services	10.5310.1990		\$ 10,155.00
Additional funding from the state			
<b>Register of Deeds</b>			
Capital Equipment	10.4180.5100		\$ 1,000.00
Postage	10.4180.3250	\$ 500.00	
Office Supplies	10.4180.2610	\$ 500.00	
Janitorial Supplies	10.4180.2110		\$ 600.00
Professional Services	10.4180.1990		\$ 2,036.00
<b>Tax Office</b>			
Janitorial Supplies	10.4140.2110		\$ 250.00
Professional Services	10.4140.1990		\$ 873.00
Janitorial Supplies	10.4141.2110		\$ 350.00
Professional Services	10.4141.1990		\$ 1,338.00
<b>Board of Elections</b>			
Janitorial Supplies	10.4170.2110		\$ 700.00
Professional Services	10.4170.1990		\$ 1,862.00
Elections 1-stop Bonus	10.3417.8970		\$ 3,853.32
Salary-Temp	10.4170.1260	\$ 3,853.32	
<b>Inspections</b>			
Janitorial Supplies	10.4350.2110		\$ 1,000.00
<b>Maintenance</b>			
Janitorial Supplies	10.4261.2110		\$ 1,000.00
Courthouse Expense	10.4261.4200		\$ 11,040.00
<b>Child Support</b>			
Janitorial Supplies	10.5373.2110		\$ 150.00

**Transportation**

Professional Services	10.4522.1990	\$	3,600.00	
Capital Outlay: Equipment	10.4522.5110	\$	24,545.00	
Edtap	10.4524.8470	\$	600.00	
CARES funding	10.3452.8700			\$ 33,804.00
Purchase of new software with funds received from NC DOT for Cares				

**E-911**

Equipment Maintenance	10.4331.3520	\$	26,146.25	
As approved at October 13, 2020 meeting				

**Information Technology**

Water	10.4931.3340	\$	504.00	
Electricity	10.4931.3310	\$	2,450.00	

IT's current budget did not have utilities. Since office is moving locations, there will be this additional expense

**Governing Body**

Professional Services-Legal	10.4110.1920	\$	1,500.00	
Legal Ads	10.4110.3910	\$	2,000.00	

**Custodial Operations**

Salaries	10.4260.1210	\$	20,280.00	
FICA	10.4260.1810	\$	1,551.42	
Retirement	10.4260.1820	\$	2,076.67	
Unemployment	10.4260.1860	\$	2,020.80	
Worker's Comp	10.4260.1890	\$	456.30	
Janitorial Supplies	10.4260.2110	\$	8,800.00	
Motor Fuels	10.4260.2510	\$	2,136.81	

**ReValuation Fund**

Reserve for ReVal	25.4100.4000	\$	9,721.93	
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Prior year(s) budget ordinances did not meet amount needed to fully fund this years revaluation

**CDBG 11-C-2318**

Expense	23.8700.0100	\$	8,421.91	
Revenue	23.3493.8700			\$ 8,421.91

This was awarded to complete the project. These funds are on a reimbursable basis.

**Court Facilities**

Professional Services	10.4160.1990			\$ 1,400.00
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**Health Department**

Strike Team Grant	10.5110.7000			\$ 1,608.48
State AA Infection Prevention	10.5110.5425			\$ 20,154.20
Salary	10.5110.1210	\$	18,564.40	
FICA	10.5110.1810	\$	1,420.17	

Retirement	10.5110.1820	\$ 1,778.11	
<b>CARES Fund</b>			
GAP	19.6150.7000		\$ 16,879.70
Business Grants	19.6150.5170		\$ 422.30
Town of Marshall	19.6150.5503		\$ 26.59
Compliance Measures	19.6150.5160	\$ 17,328.59	
<b>Contingency</b>	10.7000.0000	\$ -	\$ 39,831.18
		\$ 256,283.68	\$ 256,283.68

We are 50% of the way through the FY21 budget.

Bank balances at December 31, 2020 are as follows:

	Unrestricted	Restricted	
General Fund	\$6,093,636.08		
Debt Service Fund	\$48,523.65		
Capital Outlay Fund	\$326,107.43		
Capital Management	\$7,347,895.68		
Occupancy Tax Fund		\$199,403.04	
Revaluation Fund		\$97,717.36	
Tourism Development		\$675,712.88	
Automation Fund		\$161,674.28	
Drug Seizure Fund		\$4,991.40	
Inmate Trust Fund		\$29,530.86	
Soil & Water Conservation		\$66,335.35	
<b>Total of All Accounts:</b>	<b>\$13,816,162.84</b>	<b>\$1,235,365.17</b>	
New Jail Loan	\$ (480,000.00)		(Due in February)
School Debt Service	\$ (429,667.00)		(Due in February)
40-42 Set Aside for Schools	\$ (314,031.52)		
Unspent Grant/Restricted Proceeds	\$ (767,625.28)		
Adoption Promotion Fund	\$ (103,277.73)		
Encumbered Amounts	\$ (2,510,186.44)		
<b>Total Unassigned and Unrestricted Bank Balances</b>	<b>\$9,211,374.87</b>		
<b>Unassigned and Unrestricted totals by Fund:</b>	<b>General</b>	<b>Landfill</b>	<b>911</b>
	\$4,745,700.02	\$386,555.06	\$280,828.68



SUMMARIES:

Percentage of budget at December 2020 is:

All Funds:		YTD		% OF BUDGET
Revenues	\$3,646,141.00	\$16,992,489.85		55.1
Expenditures	\$2,118,416.89	\$13,087,386.57		44.67

General Fund	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 12/19
Revenues to Date:	\$3,242,512.53	\$15,304,281.08		56.06	\$14,013,317.73
Expenditures to Date:	\$1,941,112.27	\$12,064,390.27	\$ 3,084,147.83	47.44	\$11,112,123.79
Gain/Loss to Date:	\$1,301,400.26	\$3,239,890.81			\$2,901,193.94
Contingency	\$279,850.88				

Landfill	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 12/19
Revenues to Date:	\$391,443.84	\$1,611,182.71		72.14	\$1,275,184.53
Expenditures to Date:	\$170,429.09	\$929,664.63	\$573,961.39	41.64	\$912,947.58
Gain/Loss to Date:	\$221,014.75	\$681,518.08			
Contingency	\$6,798.62				

911 Emergency Telephone Services	MTD	YTD		% OF BUDGET	YEAR TO DATE 12/19
Revenues	\$12,184.63	\$77,026.06		37.08	\$97,839.79
Expenditures	\$6,875.53	\$93,331.67	\$1,215.00	44.93	\$131,438.32
Gain/Loss	\$5,309.10	(21,614.71)			(\$33,598.53)
Contingency	\$-				

## GENERAL FUND:

DEPARTMENT	MTD	YTD	% OF BUDGET	YEAR TO DATE 12/19
Vehicle Tax	\$79,353.20	\$570,999.12	64.9	\$437,076.86
Overages/Underages	\$0.00	\$3.71		\$1.16
Ad Valorem Tax Interest	\$14,471.65	\$56,267.12	43.28	\$47,034.90
Late Listing Fee	\$2,002.81	\$7,747.86	48.42	\$9,873.46
<b>Legal Fees</b>				
2009 Ad Valorem Tax	\$2.55	\$152.67		\$1,077.57
2010 Ad Valorem Tax	\$11.02	\$141.04	2.82	\$3,586.96
2011 Ad Valorem Tax	\$865.20	\$1,633.57	32.67	\$2,508.92
2012 Ad Valorem Tax	\$2,273.73	\$2,815.66	40.22	\$3,055.36
2013 Ad Valorem Tax	\$1,337.51	\$3,192.55	45.61	\$1,878.75
2014 Ad Valorem Tax	\$1,327.10	\$2,590.63	32.38	\$4,888.87
2015 Ad Valorem Tax	\$3,237.19	\$6,019.50	75.24	\$4,535.55
2016 Ad Valorem Tax	\$2,790.17	\$9,478.00	31.59	\$16,262.98
2017 Ad Valorem Tax	\$3,522.52	\$14,775.38	24.63	\$40,612.39
2018 Ad Valorem Tax	\$7,623.46	\$41,656.64	41.66	99,285.96
2019 Ad Valorem Tax	\$16,552.29	\$146,024.38	91.13	7,850,394.37
2020 Ad Valorem	\$2,077,471.70	\$7,598,075.57	64.6	
Collection Fees: Marshall				
Collection Fees: Mars Hill				
Collection Fees: Hot Springs		93.47		
Sale of Tax Maps		\$30.50	7.63	\$272.50
Tax Office Copies				9168.86
Returned Check				\$35.17
Refunds/Overpayment of Taxes	\$17,992.65	\$17,992.65		\$32,720.08
Contra: Returned Check	\$207.88	\$1,087.81		
Sale of Foreclosed Property		\$2,509.00	16.73	\$16,500.00
Contra: Foreclosed Property Expenses				
Sales Tax/Video Programming				\$7,575.22
Sales Tax	\$418,528.58	\$2,046,879.64	53.83	\$1,125,576.01
Gas Tax Refund/State		\$3,815.41	17.34	\$7,018.10
Payment In Lieu of Taxes	\$5,892.48	\$5,892.48	3.72	
<b>Forest Service Timber Sales</b>				
Clerk of Court	\$4,091.58	\$27,873.19	54.44	\$32,061.13
Board of Elections	3853.32	\$21,357.32	120.26	\$13,392.73
Register of Deeds	\$49,673.25	\$277,863.50	85.04	\$183,934.00
Sheriff's Department	\$125,744.14	\$731,927.38	53.72	\$426,328.01
Emergency Management		\$20,625.00	53.54	\$20,625.00
Inspections	\$3,177.02	\$87,909.61	47.31	\$154,048.82
Animal Control	\$1,000.00	\$17,226.09	66.78	\$30,518.48
Transportation	\$4,494.13	\$81,099.47	20.12	\$440,485.35
Cooperative Extension Service				
Soil & Water Conservation				
Grant Revenues/JCPC/DJDP	\$10,036.00	\$174,715.70	54.5	\$48,377.55

DEPARTMENT	MTD	YTD	% OF BUDGET	YEAR TO DATE 12/19
Health Department	\$ 130,749.95	\$ 943,182.88	48.77	\$ 882,201.73
Medicaid Hold Harmless Tax		\$ 58,054.46	70.8	\$ 118,492.15
Social Services	\$187,046.54	\$912,195.52	36.81	\$825,200.34
AFDC				
Foster Care	\$31,209.46	\$176,721.13	17.06	\$267,071.40
Medicaid				\$370.00
Adoption	\$ 300.00	\$117,726.07	61.91	\$8,925.00
Child Support Enforcement	\$11,870.67	\$45,510.98	40.05	\$23,195.87
In Home Aides	\$6,801.74	\$27,088.52	21.4	\$26,637.73
Beech Glen Center				\$235.00
Nutrition	\$21,242.47	\$68,321.51	39.19	\$67,408.22
State Lottery Funds/Education		\$350,000.00		250000
Library	\$6,761.75	\$42,407.25	42.45	\$57,476.10
Parks & Recreation		\$3,670.00	34.01	\$8,070.00
Interest Earned	\$177.19	\$1,330.55	5.22	\$52,079.01
Rent of County Property	\$4,477.50	\$27,515.00	39.14	\$37,250.00
Finance/Other		\$4,731.65	65.72	\$2,117.42
Miscellaneous Income	18,627.94	\$ 555,153.82	111.7	\$13,638.62
Fund Transfer In				
<b>Totals</b>	<b>3,242,512.53</b>	<b>15,304,281.08</b>	<b>56.06</b>	<b>\$14,013,317.73</b>

GENERAL FUND EXPENDITURES

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 12/19
Governing Body	\$8,567.49	\$101,051.46		67.33	\$49,035.48
Finance Office	\$25,718.56	\$214,808.70	\$ 52,300.00	35.86	\$237,439.22
Tax Collector	\$30,515.25	\$120,672.79	\$ 40,385.00	41.11	\$157,351.50
Tax Supervisor	\$27,383.05	\$112,581.28		45.28	\$90,998.15
Land Records					
Professional Services					
Court Facilities	\$1,842.00	\$7,155.20		20.4	\$10,141.97
Board of Elections	\$38,471.38	\$240,547.46	\$ 43,322.00	73.67	\$117,636.79
Register of Deeds	\$31,460.78	\$172,782.56		61.31	\$135,674.79
Register of Deeds- Automation		\$19,999.00		100	\$0.00
Maintenance	\$39,876.65	\$180,499.84		30.92	\$199,284.05
Sheriff's Department	\$299,089.83	\$1,872,560.79	\$ 44,719.00	53.34	\$1,803,586.31
Emergency Management	\$7,127.06	\$39,230.82	\$ 601.93	40.3	\$47,670.45
911 Dispatchers	\$37,793.99	\$315,874.92	\$ 26,146.25	49.47	\$291,300.72
Fire Contract/Forest Service	\$9,195.89	\$21,301.71		19.03	\$3,590.03
Inspections	\$20,449.10	\$110,405.09	\$165.72	35.02	\$128,382.49
Economic Development	\$6,402.58	\$39,359.19	\$2,400.00	35.56	\$338,516.40
Medical Examiner	1750	\$5,900.00		47.2	\$800.00
Ambulance Service Contract	\$142,916.67	\$857,500.02	\$857,499.00	49.78	\$563,334.00
Animal Control	\$21,511.83	\$133,767.57	\$2,270.90	41.56	\$146,327.25
Transportation - Admin	\$7,139.91	\$51,091.96		35.88	\$49,736.92

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 12/19
Transportation - Operating	\$18,734.54	\$119,979.79	\$2,734.00	34.34	\$189,124.26
Transportation - Capital Outlay					287716.44
Transportation - EDTAP	154.35	\$684.90			\$2,763.45
Planning & Development	50,000.00	\$120,903.68	\$1,925.00	88.31	\$87,555.63
Information Technology	18,194.23	\$116,311.26		47.17	\$93,262.40
Cooperative Extension	17,018.61	\$96,842.23	\$2,206.45	37.24	\$104,839.42
Soil & Water	\$10,134.34	\$62,776.18		46.46	\$66,485.00
Health Department	\$276,777.52	\$1,520,797.83	\$30,264.37	48.32	\$1,319,147.73
Drug Free Community	9197.25	\$74,501.08		59.6	
Management Admin.	\$6,317.45	\$242,582.37		44.21	\$28,662.42
Social Services	\$213,918.06	\$1,298,850.82	\$1,151.40	40.54	\$1,353,181.35
AFDC	250	\$3,080.26		38.5	\$5,748.84
Special Assistance	\$10,213.50	\$51,987.99		36.1	\$62,390.50
State Foster Care	\$10,288.80	\$70,364.15		10.05	\$215,129.64
	\$33,314.04	\$127,167.01		31.02	\$106,742.11
Medical Assistance Program					
Adoption Assistance	\$6,425.29	\$52,751.55	\$5,000.00	19.26	\$55,697.78
Crisis Intervention	\$97,274.82	\$102,906.59		54.9	\$83,735.36
Child Support	\$8,189.76	\$45,327.85	\$11,105.44	35.43	\$46,335.75
In Home Aides	\$6,126.07	\$58,604.36		29.62	\$88,195.78
Nutrition	\$33,024.65	\$235,625.59	\$70,517.00	45.26	\$162,161.79
Education	\$305,312.00	\$2,704,325.00	\$ 1,831,872.00	61.88	\$1,989,587.00
A-B Technical College	\$9,452.00	\$57,252.00	\$ 57,248.00	50	\$56,250.00
Bank Charges	\$1,108.33	\$7,486.67		42.78	\$7,820.79
Library	\$32,761.68	\$237,651.54	\$314.37	47.38	\$214,259.74
Parks & Recreation	\$6,622.96	\$41,102.43		35.31	\$53,393.30
Debt Services					
Debt Services Interest					
Fund Transfer In/ Landfill & Library					
Fund Transfer Out/Revaluation					
<b>TOTALS</b>	<b>\$1,941,112.27</b>	<b>\$12,064,390.27</b>	<b>\$ 3,084,147.83</b>	<b>47.44</b>	<b>\$11,112,123.79</b>

**LANDFILL FUND**

REVENUES	MTD	YTD		% OF BUDGET	YEAR TO DATE 12/19
Transfer From Fund Balance					
Landfill Miscellaneous Fees		\$170.20		56.73	\$192.00
Returned Check Fees					
Surplus Property Proceeds					
State Tire Disposal Fee		\$8,162.25		29.15	\$8,660.11
Local Tire Disposal Fee	\$2.00	\$575.00		115	\$292.50
White Goods Tax					
Sale of White Goods	\$2,421.90	\$9,216.20		76.8	\$2,156.80
Household Hazardous Waste					\$1,088.42
Temporary Disposal Cards	\$2,950.00	\$53,126.61		136.24	\$8,020.00
Duplicate Disposal Cards	\$26,069.62	\$36,479.32		404.02	\$330.00
Landfill Disposal Cost Fees	\$11,365.72	\$5,656.63		40.62	\$32,406.93
Landfill Sale of Recyclables	\$4,851.17	\$19,096.39		95.48	\$15,951.75
Nuisance Tires					
Disposal Cards	\$342,272.05	\$1,396,053.44		80.53	\$680,729.30
Construction Demolition	\$1,510.96	\$22,225.76		30.25	\$48,556.35
Solid Waste Disposal Distribution		\$4,331.39		28.88	\$4,498.84
Grant/State					
Electronics Management					
Electronics (County)		\$5,156.41		171.88	\$420.00
Interest					
Totals	\$391,443.84	\$1,611,182.71		72.16	\$1,275,184.53

EXPENSES:	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 12/19
Landfill	\$147,276.43	\$812,098.20	\$403,715.94	44.85	\$806,309.66
Recycling	\$21,435.67	\$103,339.75	\$162,593.53	26.44	\$94,179.82
Scrap Tires	\$1,716.99	\$14,190.68	\$7,651.92	56.76	\$12,458.10
White Goods					
Closure/Post Closure					
Totals	\$170,429.09	\$929,664.63	\$573,961.39	41.64	\$912,947.58

Report Parameters:

Release Date Start: 12/1/2020 Release Date End: 12/31/2020  
 Tax District: ALL  
 Default Sort-By: Bill #, Taxpayer Name, Release Date, Billing Date, Operator ID, Release Amount  
 Grouping: No Grouping

Bill #	Taxpayer Name	Bill Date	Release Reason	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after
0000000052-2020-2020-0000-00-REG	BALL, GARY	9/21/2020	Landfill error	DIANA	12/14/2020	1,853.70	180.00	1,673.70
0000000454-2020-2020-0000-00-REG	FISHER, W. JESS	9/21/2020	Landfill error	DIANA	12/17/2020	959.99	180.00	779.99
0000000476-2020-2020-0000-00-REG	FORE, FRANKIE LYNN	9/21/2020	Landfill error	DIANA	12/18/2020	1,558.17	360.00	1,198.17
0000000521-2020-2020-0000-00-REG	GOFORTH, CONLEY	9/21/2020	Landfill error	DIANA	12/21/2020	698.46	180.00	518.46
0000000523-2020-2020-0000-00-REG	GOFORTH, CONLEY	9/21/2020	Landfill error	DIANA	12/21/2020	565.96	180.00	385.96
0000000641-2020-2020-0000-00-REG	HUNTER, LEONARD C.	9/21/2020	Landfill error	DIANA	12/21/2020	1,631.02	20.00	1,611.02
0000000721-2020-2020-0000-00-REG	METCALF, JOHN R. JR.	9/21/2020	Landfill error	DIANA	12/22/2020	1,103.27	180.00	923.27
0000000721-2020-2020-0000-00-REG	METCALF, JOHN R. JR.	9/21/2020	Landfill error	DIANA	12/23/2020	923.27	180.00	743.27
0000000732-2020-2020-0000-00-REG	ROBINSON, SAMUEL E.	9/21/2020	Landfill error	DIANA	12/23/2020	711.91	180.00	531.91
0000000748-2020-2020-0000-00-REG	NASH, CAROLYN R.	9/21/2020	Landfill error	APRIL	12/30/2020	1,468.29	180.00	1,288.29
0000000749-2020-2020-0000-00-REG	NASH, CAROLYN R.	9/21/2020	Landfill error	APRIL	12/30/2020	969.58	180.00	789.58
0000000805-2020-2020-0000-00-REG	BARNETT, TERESA ANN	9/21/2020	Landfill error	DIANA	12/22/2020	981.83	180.00	811.83
0000000882-2020-2020-0000-00-REG	DAVIS, LARRY H.	9/21/2020	Landfill error	DIANA	12/21/2020	492.72	180.00	312.72
0000000924-2020-2020-0000-00-REG	RUNION, SADIE	9/21/2020	Landfill error	DIANA	12/23/2020	949.84	360.00	589.84
0000000936-2020-2020-0000-00-REG	SLAGLE, JEFF	9/21/2020	Landfill error	DIANA	12/11/2020	915.79	180.00	735.79
0000000948-2020-2020-0000-00-REG	BURLEW, JUSTIN DAVID	9/21/2020	Landfill error	DIANA	12/18/2020	262.90	180.00	82.90
0000001091-2020-2020-0000-00-REG	WHITT, DENISE	9/21/2020	Landfill error	DIANA	12/22/2020	603.45	180.00	423.45
0000001152-2020-2020-0000-00-REG	BALL, ALTHA C	9/21/2020	Landfill error	DIANA	12/14/2020	995.15	180.00	815.15
0000001383-2020-2020-0000-00-REG	PAYNE, JAMES EDDIE	9/21/2020	Landfill error	APRIL	12/30/2020	646.14	180.00	466.14
0000001563-2020-2020-0000-00-REG	NEWTON, LASHAY W.	9/21/2020	Landuse change	DIANA	12/3/2020	1,806.22	799.59	1,006.63
0000001628-2020-2020-0000-00-REG	CANTRELL, TITUS	9/21/2020	Elderly Exclusion	APRIL	12/3/2020	760.99	235.75	525.24
0000001679-2020-2020-0000-00-REG	SHERMAN CUTSHALL HEIRS	9/21/2020	Landfill error	DIANA	12/18/2020	1,673.96	180.00	1,493.96
0000001713-2020-2020-0000-00-REG	FRANKLIN, DALLAS H.	9/21/2020	Landfill error	DIANA	12/14/2020	660.29	180.00	480.29
0000001840-2020-2020-0000-00-REG	GUNTER, CLARENCE	9/21/2020	Landfill error	APRIL	12/30/2020	1,668.30	180.00	1,488.30
0000001882-2020-2020-0000-00-REG	JOHNSON (HEIRS), BILLY	9/21/2020	Landfill error	DIANA	12/18/2020	1,752.02	180.00	1,572.02

0000002018-2020-2020-0000-00-REG	GUNTER, CLARENCE	9/21/2020	Landfill error	APRIL	12/30/2020	379.75	180.00	199.75
0000002052-2020-2020-0000-00-REG	GUNTER, JERLINE RICE	9/21/2020	Landfill error	APRIL	12/30/2020	311.94	180.00	131.94
0000002092-2020-2020-0000-00-REG	ROBERTS, MATTHEW ALAN	9/21/2020	Landfill error	KELBY PARKER	12/4/2020	1,069.12	360.00	709.12
0000002120-2020-2020-0000-00-REG	LANDERS, PATRICIA SHELTON	9/21/2020	Bldg correction	DIANA	12/9/2020	693.47	105.40	588.07
0000002128-2020-2020-0000-00-REG	SHELTON, ROBERT FRANK	9/21/2020	Landfill error	DIANA	12/22/2020	936.30	180.00	756.30
0000002136-2020-2020-0000-00-REG	SHELTON, DOYLE W.	9/21/2020	Landfill error	DIANA	12/22/2020	662.91	180.00	482.91
0000002298-2020-2020-0000-00-REG	ADAMS, CAROLE D.	9/21/2020	Landfill error	DIANA	12/2/2020	1,219.64	360.00	859.64
0000002367-2020-2020-0000-00-REG	BALL, JERRY	9/21/2020	Landfill error	DIANA	12/18/2020	860.57	180.00	680.57
0000002356-2020-2020-0000-00-REG	COATES, BULAH (LIFE EST)/O	9/21/2020	Elderly Exclusion	APRIL	12/11/2020	4,244.70	996.27	3,248.43
0000002638-2020-2020-0000-00-REG	EDWARDS, CHARLES MONROE JR.	9/21/2020	Landfill error	DIANA	12/18/2020	1,436.56	180.00	1,256.56
0000002753-2020-2020-0000-00-REG	GRIFFIN, JERRY	9/21/2020	Landfill error	APRIL	12/31/2020	301.92	180.00	121.92
0000002839-2020-2020-0000-00-REG	HUNTER, HOWARD DALE JR	9/21/2020	Adjustment	DIANA	12/31/2020	1,508.83	596.49	912.34
0000002845-2020-2020-0000-00-REG	ROBINSON, JOHNNY	9/21/2020	Landfill error	DIANA	12/17/2020	2,818.45	207.00	2,611.45
0000002998-2020-2020-0000-00-REG	MCKENZIE, H NEAL	9/21/2020	Landfill error	DIANA	12/18/2020	1,710.55	207.00	1,503.55
0000003127-2020-2020-0000-00-REG	RAY, FREDERICK E.	9/21/2020	Elderly Exclusion	APRIL	12/3/2020	2,485.18	696.67	1,788.51
0000003289-2020-2020-0000-00-REG	SHOOK, PATSY	9/21/2020	Landfill error	DIANA	12/14/2020	285.32	180.00	105.32
0000003327-2020-2020-0000-00-REG	MACBETH, PAMELA A	9/21/2020	Elderly Exclusion	APRIL	12/30/2020	1,566.32	693.15	873.17
0000003448-2020-2020-0000-00-REG	ALLEN, LAWRENCE A. & SHIRLEY (LIFE	9/21/2020	Landfill error	DIANA	12/14/2020	1,432.29	180.00	1,252.29
0000003483-2020-2020-0000-00-REG	ANDERSON, WILLIAM P. & BETTY	9/21/2020	Assessed In Err	COLTON KENT	12/29/2020	1,125.28	180.00	945.28
0000003489-2020-2020-0000-00-REG	ARRINGTON, MAXINE C.	9/21/2020	Elderly Exclusion	DIANA	12/23/2020	810.45	315.22	495.23
0000003679-2020-2020-0000-00-REG	BRIGMON, GEORGIA	9/21/2020	Landfill error	DIANA	12/2/2020	528.31	180.00	348.31
0000003732-2020-2020-0000-00-REG	CARVER, HOWARD	9/21/2020	Landfill error	DIANA	12/14/2020	933.94	180.00	753.94
0000003733-2020-2020-0000-00-REG	CARVER, HOWARD	9/21/2020	Adjustment	DIANA	12/3/2020	2,880.28	710.67	2,169.61
0000003946-2020-2020-0000-00-REG	CHANDLER, DENITA	9/21/2020	Landfill error	DIANA	12/18/2020	4,130.50	1,080.00	3,050.50
0000004026-2020-2020-0000-00-REG	LEDFORD, ROY PENDER JR	9/21/2020	Landfill error	DIANA	12/14/2020	1,955.22	180.00	1,775.22
0000004067-2020-2020-0000-00-REG	METCALF, EUGENE	9/21/2020	Landfill error	DIANA	12/14/2020	365.42	180.00	185.42
0000004095-2020-2020-0000-00-REG	CARTER, DORIS METCALF	9/21/2020	Landfill error	DIANA	12/18/2020	484.34	180.00	304.34
0000004364-2020-2020-0000-00-REG	RAY, WARREN NEAL	9/21/2020	Landfill error	DIANA	12/23/2020	868.71	360.00	508.71
0000004366-2020-2020-0000-00-REG	RAY, WARREN NEAL	9/21/2020	Landfill error	DIANA	12/23/2020	1,105.67	180.00	925.67
0000004408-2020-2020-0000-00-REG	RIDDLE, HOWARD JACKSON	9/21/2020	Over Assessment	DIANA	12/21/2020	1,004.69	87.62	917.07
0000004463-2020-2020-0000-00-REG	SHELTON, O'NEAL LEE	9/21/2020	Landfill error	DIANA	12/2/2020	2,523.34	180.00	2,343.34
0000004506-2020-2020-0000-00-REG	CHANDLER, VIOLET	9/21/2020	Landfill error	APRIL	12/30/2020	295.88	180.00	115.88
0000004608-2020-2020-0000-00-REG	BAKER, TED JUNIOR, ROBERT,	9/21/2020	Landfill error	DIANA	12/18/2020	2,179.20	180.00	1,999.20
0000004613-2020-2020-0000-00-REG	BANKS, GARY D.	9/21/2020	Landfill error	DIANA	12/14/2020	2,386.25	360.00	2,026.25
0000004665-2020-2020-0000-00-REG	BULLMAN, EUGENE	9/21/2020	Landfill error	DIANA	12/19/2020	938.40	180.00	758.40
0000004676-2020-2020-0000-00-REG	ROMERO, SANDRA SUE	9/21/2020	Landfill error	DIANA	12/14/2020	1,234.71	180.00	1,054.71
0000004677-2020-2020-0000-00-REG	CALDWELL, ROBERT	9/21/2020	Landfill error	DIANA	12/18/2020	875.86	180.00	695.86
0000004779-2020-2020-0000-00-REG	FOWLER, RANDY DALE	9/21/2020	Landfill error	DIANA	12/18/2020	346.85	180.00	166.85

0000004840-2020-2020-0000-00-REG	FOWLER, RANDY DALE	9/21/2020	Landfill error	DIANA	12/18/2020	385.04	180.00	205.04
0000005056-2020-2020-0000-00-REG	LEDFOED, SHEILA KAY	9/21/2020	Landfill error	DIANA	12/23/2020	1,742.47	180.00	1,562.47
0000005155-2020-2020-0000-00-REG	WALLIN, PANSY (LIFE ESTATE)	9/21/2020	Landfill error	DIANA	12/18/2020	253.19	180.00	73.19
0000005208-2020-2020-0000-00-REG	WORLEY, MARY KATE	9/21/2020	Landfill error	DIANA	12/22/2020	756.44	180.00	576.44
0000005297-2020-2020-0000-00-REG	GAHAGAN, SANDRA ALLEN	9/21/2020	Landfill error	APRIL	12/30/2020	2,359.20	180.00	2,179.20
0000005298-2020-2020-0000-00-REG	ELLISON, BILLY	9/21/2020	Landfill error	DIANA	12/18/2020	699.53	180.00	519.53
0000005316-2020-2020-0000-00-REG	FOWLER, RANDY DALE	9/21/2020	Landfill error	DIANA	12/18/2020	810.68	180.00	630.68
0000005336-2020-2020-0000-00-REG	GAHAGAN, DON	9/21/2020	Landfill error	APRIL	12/30/2020	1,070.20	180.00	890.20
0000005518-2020-2020-0000-00-REG	SHETLEY, PATRICIA	9/21/2020	Elderly Exclusion	APRIL	12/29/2020	1,536.18	75.56	1,460.62
0000005523-2020-2020-0000-00-REG	PARKS, HELEN LOUISE	9/21/2020	Landfill error	DIANA	12/22/2020	875.59	540.00	335.59
0000005556-2020-2020-0000-00-REG	FOWLER, DOROTHY A	9/21/2020	Landfill error	DIANA	12/2/2020	1,343.59	180.00	1,163.59
0000005558-2020-2020-0000-00-REG	FOWLER, DOROTHY A	9/21/2020	Landfill error	DIANA	12/14/2020	614.44	360.00	254.44
0000005616-2020-2020-0000-00-REG	SAWYERS, WADE	9/21/2020	Landfill error	DIANA	12/14/2020	1,621.64	180.00	1,441.64
0000005781-2020-2020-0000-00-REG	SHELTON, MARK	9/21/2020	Landfill error	APRIL	12/30/2020	301.57	180.00	121.57
0000005800-2020-2020-0000-00-REG	ARRINGTON, REUBEN S.	9/21/2020	Landfill error	DIANA	12/14/2020	1,399.17	180.00	1,219.17
0000005810-2020-2020-0000-00-REG	BAILEY, JOE	9/21/2020	Landfill error	DIANA	12/14/2020	1,631.55	360.00	1,271.55
0000005850-2020-2020-0000-00-REG	BURNETTE, JAMES BERTRAN	9/21/2020	Landfill error	DIANA	12/14/2020	355.21	180.00	175.21
0000005854-2020-2020-0000-00-REG	BURNETTE, JAMES BERTRAN	9/21/2020	Landfill error	DIANA	12/14/2020	1,060.78	180.00	880.78
0000005883-2020-2020-0000-02-REG	CARVER, EMMA LOU	9/21/2020	Elderly Exclusion	DIANA	12/18/2020	1,042.66	291.28	751.38
0000005885-2020-2020-0000-00-REG	SHELTON, HARLON	9/21/2020	Adjustment	DIANA	12/3/2020	566.52	488.95	77.57
0000005890-2020-2020-0000-00-REG	LEDFOED, SHEILA KAY	9/21/2020	Landfill error	DIANA	12/23/2020	284.22	180.00	104.22
0000005958-2020-2020-0000-00-REG	FENDER, HARLEY	9/21/2020	Landfill error	DIANA	12/14/2020	292.81	180.00	112.81
0000006008-2020-2020-0000-00-REG	HOLLAND, CONLEY WAYNE SR	9/21/2020	Landfill error	DIANA	12/22/2020	892.52	180.00	712.52
0000006192-2020-2020-0000-00-REG	RAMSEY, CALVIN JAMES	9/21/2020	Landfill error	DIANA	12/18/2020	832.15	180.00	652.15
0000006202-2020-2020-0000-00-REG	RICE, HARLIE	9/21/2020	Landfill error	APRIL	12/30/2020	1,875.00	180.00	1,695.00
0000006202-2020-2020-0000-00-REG	RICE, HARLIE	9/21/2020	Elderly Exclusion	APRIL	12/30/2020	1,695.00	174.27	1,520.73
0000007490-2020-2020-0000-00-REG	SEAY, DAVID R.	9/21/2020	Landfill error	DIANA	12/14/2020	434.16	180.00	254.16
0000007779-2020-2020-0000-00-REG	COLLINS, BARBARA HOUSTON	9/21/2020	Ownership	DIANA	12/17/2020	279.36	279.36	0.00
0000007822-2020-2020-0000-00-REG	MAXWELL, GERALD	9/21/2020	Landfill error	DIANA	12/18/2020	602.40	180.00	422.40
0000007861-2020-2020-0000-00-REG	NORTON, EARL ELISHA	9/21/2020	Landfill error	DIANA	12/18/2020	1,005.92	387.00	618.92
0000008042-2020-2020-0000-00-REG	ADAMS, WARD	9/21/2020	Landfill error	DIANA	12/14/2020	2,240.70	180.00	2,060.70
0000008051-2020-2020-0000-00-REG	CHANDLER, HELEN MARVEL	9/21/2020	Elderly Exclusion	APRIL	12/3/2020	897.57	132.50	765.07
0000008192-2020-2020-0000-00-REG	TOWN OF MARSHALL	9/21/2020	Landfill error	APRIL	12/30/2020	180.00	180.00	0.00
0000008265-2020-2020-0000-00-REG	NORTON, SHIRLEY	9/21/2020	Adjustment	COLTON KENT	12/4/2020	349.28	188.03	161.25
0000008331-2020-2020-0000-00-REG	METCALF, STEVE DOUGLAS	9/21/2020	Landfill error	DIANA	12/14/2020	1,462.79	180.00	1,282.79
0000008987-2020-2020-0000-00-REG	SILVER, JOHN L	9/21/2020	Landfill error	DIANA	12/18/2020	420.92	180.00	240.92
0000008993-2020-2020-0000-00-REG	ROBERTS, JAMES S	9/21/2020	Landfill error	DIANA	12/14/2020	2,381.23	180.00	2,201.23
0000009020-2020-2020-0000-00-REG	COLLINS, MICHAEL W.	9/21/2020	Landfill error	DIANA	12/18/2020	445.06	180.00	265.06



0000009085-2020-2020-0000-00-REG	WALLIN, GARY A.	9/21/2020	Landfill error	DIANA	12/22/2020	366.74	180.00	186.74
0000009189-2020-2020-0000-00-REG	DOCKERY, GENEVA S	9/21/2020	Landfill error	DIANA	12/2/2020	1,560.73	180.00	1,380.73
0000009408-2020-2020-0000-00-REG	CARVER, DENNIS EUGENE	9/21/2020	Bldg correction	APRIL	12/3/2020	1,351.30	47.75	1,303.55
0000009408-2020-2020-0000-00-REG	CARVER, DENNIS EUGENE	9/21/2020	Landfill error	APRIL	12/3/2020	1,303.55	360.00	943.55
0000009408-2020-2020-0000-01-REG	CARVER, DENNIS EUGENE	9/21/2020	Elderly Exclusion	APRIL	12/3/2020	943.55	147.50	796.05
0000009418-2020-2020-0000-00-REG	FISHER, REBECCA W.	9/21/2020	Landfill error	DIANA	12/14/2020	550.90	180.00	370.90
0000009751-2020-2020-0000-00-REG	SHELTON, DARLENE	9/21/2020	Landfill error	DIANA	12/2/2020	773.64	180.00	593.64
0000010315-2020-2020-0000-00-REG	LEDFORD, SHEILA K.	9/21/2020	Landfill error	DIANA	12/23/2020	791.47	180.00	611.47
0000010472-2020-2020-0000-00-REG	HOLT, CHARLES NEASE	9/21/2020	Landfill error	DIANA	12/18/2020	1,811.08	180.00	1,631.08
0000010508-2020-2020-0000-00-REG	REESE, JAMIE A.	9/21/2020	Elderly Exclusion	DIANA	12/3/2020	30.61	30.61	0.00
0000010508-2020-2020-0000-01-REG	REESE, JAMIE A.	9/21/2020	Elderly Exclusion	DIANA	12/3/2020	1.11	1.11	0.00
0000010692-2020-2020-0000-00-REG	RAY, JOHNNY CLYDE & REBECCA J.	9/21/2020	Landfill error	DIANA	12/14/2020	403.44	180.00	223.44
0000010734-2020-2020-0000-00-REG	BECKER, WILLIAM A.	9/21/2020	Landfill error	DIANA	12/14/2020	1,216.62	180.00	1,036.62
0000010752-2020-2020-0000-00-REG	ROTHENBERG, JENNIFER SUSAN	9/21/2020	Landuse change	APRIL	12/7/2020	6,063.62	319.48	5,734.14
0000010853-2020-2020-0000-00-REG	RAMSAY, KENNETH J II	9/21/2020	Landfill error	DIANA	12/18/2020	1,076.93	360.00	716.93
0000011274-2020-2020-0000-00-REG	POOLE, W. SHANE	9/21/2020	Landfill error	APRIL	12/30/2020	652.47	180.00	472.47
0000011661-2020-2020-0000-00-REG	WEST, GREGORY LEE	9/21/2020	Landfill error	DIANA	12/18/2020	527.38	360.00	167.38
0000011739-2020-2020-0000-00-REG	GOFORTH, DENNY	9/21/2020	Landfill error	DIANA	12/2/2020	1,539.45	360.00	1,179.45
0000011740-2020-2020-0000-00-REG	GOFORTH, DENNY & CONLEY AS	9/21/2020	Landfill error	DIANA	12/21/2020	1,096.86	540.00	556.86
0000012569-2020-2020-0000-00-REG	FINLEY, HAROLD	9/21/2020	Landfill error	DIANA	12/14/2020	2,292.81	180.00	2,112.81
0000012569-2020-2020-0000-00-REG	FINLEY, HAROLD	9/21/2020	Landfill error	DIANA	12/29/2020	2,112.81	626.84	1,485.97
0000012785-2020-2020-0000-00-REG	BREAKAWAY OWNER'S ASSOCIATION	9/21/2020	Exempt Property	DIANA	12/8/2020	129.67	129.67	0.00
0000012787-2020-2020-0000-00-REG	BREAKAWAY OWNER'S ASSOCIATION	9/21/2020	Exempt Property	DIANA	12/8/2020	108.06	108.06	0.00
0000012788-2020-2020-0000-00-REG	BREAKAWAY OWNER'S ASSOCIATION	9/21/2020	Exempt Property	DIANA	12/8/2020	108.06	108.06	0.00
0000013261-2020-2020-0000-00-REG	PARKWAY VIEW, LLC	9/21/2020	Adjustment	DIANA	12/31/2020	12,900.25	592.50	12,307.75
0000013409-2020-2020-0000-00-REG	WYSONG, WILLIAM GENE	9/21/2020	Landfill error	DIANA	12/22/2020	1,530.63	207.00	1,323.63
0000013898-2020-2020-0000-00-REG	GOLDSMITH, MARK B.	9/21/2020	Landfill error	DIANA	12/14/2020	497.70	180.00	317.70
0000014315-2020-2020-0000-00-REG	PUSHMAN, ADAM W & MICHELLE R	9/21/2020	Landfill error	DIANA	12/14/2020	401.96	180.00	221.96
0000015347-2020-2020-0000-00-REG	WORLEY, DEXTER	9/21/2020	Adjustment	DIANA	12/14/2020	525.92	444.70	81.22
0000015622-2020-2020-0000-00-REG	BOWENS, EDDIE	9/21/2020	Landfill error	DIANA	12/18/2020	562.41	180.00	382.41
0000015681-2020-2020-0000-00-REG	HUNTER, TERESSA ANN	9/21/2020	Landfill error	DIANA	12/22/2020	1,153.24	360.00	793.24
0000016212-2020-2020-0000-00-REG	BLACKWOOD, LINDA A.	9/21/2020	Elderly Exclusion	DIANA	12/14/2020	1,354.57	587.28	767.29
0000016224-2020-2020-0000-00-REG	WORLEY, CHERYLL	9/21/2020	Landfill error	DIANA	12/18/2020	894.26	180.00	714.26
0000016561-2020-2020-0000-00-REG	MULL, CYNTHIA LYNN	9/21/2020	Landfill error	APRIL	12/30/2020	1,268.41	360.00	908.41
0000016576-2020-2020-0000-00-REG	SHELTON, MAX JR.	9/21/2020	Landfill error	DIANA	12/14/2020	2,694.45	180.00	2,514.45
0000016622-2020-2020-0000-01-REG	PURYEAR, JACKIE BRIAN	9/21/2020	Landfill error	APRIL	12/1/2020	1,676.40	360.00	1,316.40
0000016622-2020-2020-0000-01-REG	PURYEAR, JACKIE BRIAN	9/21/2020	Bldg correction	APRIL	12/14/2020	1,316.40	17.42	1,298.98
0000016692-2020-2020-0000-00-REG	CITIZEN EXPRESS, INC.	9/21/2020	Business closed	COLTON KENT	12/31/2020	592.85	506.92	75.93

0000017365-2020-2020-0000-00-REG	GARNET RIDGE CREATIONS	9/21/2020	Business closed	COLTON KENT	12/14/2020	1.22	1.22	0.00
0000017786-2020-2020-0000-00-REG	ARRINGTON, MAYLON (LIFE	9/21/2020	Landfill error	DIANA	12/2/2020	837.18	180.00	657.18
0000017822-2020-2020-0000-00-REG	SAMS, MYRON F.	9/21/2020	Landfill error	DIANA	12/14/2020	777.92	180.00	597.92
0000017993-2020-2020-0000-00-REG	THOMAS, RICHARD WENDELL JR	9/21/2020	Landfill error	DIANA	12/14/2020	825.55	180.00	645.55
0000018324-2020-2020-0000-00-REG	ZION MISSIONARY BAPTIST CHURCH	9/21/2020	Landfill error	DIANA	12/22/2020	1,600.31	180.00	1,420.31
0000019118-2020-2020-0000-00-REG	SHELTON, KENNETH	9/21/2020	Landfill error	DIANA	12/18/2020	353.89	180.00	173.89
0000019146-2020-2020-0000-00-REG	LISEBEE, RONALD RAY	9/21/2020	Landfill error	DIANA	12/22/2020	1,219.81	180.00	1,039.81
0000019204-2020-2020-0000-00-REG	SPEIGHT, DANNI BROOKS	9/21/2020	Landfill error	DIANA	12/14/2020	391.19	180.00	211.19
0000019247-2020-2020-0000-00-REG	FREEMAN, DANNY	9/21/2020	Landfill error	DIANA	12/14/2020	1,080.94	180.00	900.94
0000019659-2020-2020-0000-00-REG	KOLOSKI, THOMAS D. AND WIFE,	9/21/2020	Elderly Exclusion	DIANA	12/16/2020	1,564.74	685.82	878.92
0000019717-2020-2020-0000-00-REG	EDWARDS, DEBORAH L.	9/21/2020	Adjustment	APRIL	12/30/2020	1,227.74	1,179.23	48.51
0000020142-2020-2020-0000-00-REG	GROUNDS, DEBRA LYNN	9/21/2020	Elderly Exclusion	APRIL	12/8/2020	951.50	340.71	610.79
0000020314-2020-2020-0000-00-REG	SCHLOSNAGLE, STEPHEN R.	9/21/2020	Elderly Exclusion	DIANA	12/2/2020	595.94	207.00	388.94
0000020343-2020-2020-0000-00-REG	TWELVE FIFTEEN PROPERTIES, LLC	9/21/2020	Landfill error	DIANA	12/21/2020	3,258.11	180.00	3,078.11
0000020357-2020-2020-0000-00-REG	SAWYER, DARRELL D	9/21/2020	Adjustment	DIANA	12/21/2020	3,078.11	298.87	2,779.24
0000020357-2020-2020-0000-00-REG	SAWYER, DARRELL D	9/21/2020	Elderly Exclusion	DIANA	12/3/2020	711.26	180.00	531.26
0000020380-2020-2020-0000-00-REG	BAILEY, CHRIS	9/21/2020	Elderly Exclusion	DIANA	12/17/2020	725.26	272.63	452.63
0000020678-2020-2020-0000-00-REG	WILSON, RUSSELL	9/21/2020	Elderly Exclusion	DIANA	12/14/2020	390.98	180.00	210.98
0000020712-2020-2020-0000-00-REG	LAMB, WILMA MARS	9/21/2020	Landfill error	DIANA	12/2/2020	770.60	180.00	590.60
0000020898-2020-2020-0000-00-REG	GOSNELL, PATRICIA T.	9/21/2020	Landfill error	APRIL	12/30/2020	1,101.28	180.00	921.28
0000020983-2020-2020-0000-00-REG	SILVER, JUSTIN D.	9/21/2020	Landfill error	DIANA	12/14/2020	1,283.98	180.00	1,103.98
0000021100-2020-2020-0000-00-REG	JACKSON, WILLIAM CHRISTOPHER	9/21/2020	Landfill error	DIANA	12/14/2020	877.53	180.00	697.53
0000021342-2020-2020-0000-00-REG	SKY WAY HOLDINGS, LLC	9/21/2020	Landfill error	DIANA	12/23/2020	935.81	180.00	755.81
0000021476-2020-2020-0000-00-REG	SMITH, KENNY JACK	9/21/2020	Exempt Property	DIANA	12/8/2020	2.95	2.95	0.00
0000021582-2020-2020-0000-00-REG	BREAKAWAY OWNER'S ASSOCIATION,	9/21/2020	Exempt Property	DIANA	12/8/2020	2.95	2.95	0.00
0000021584-2020-2020-0000-00-REG	BREAKAWAY OWNER'S ASSOCIATION,	9/21/2020	Exempt Property	DIANA	12/8/2020	2.95	2.95	0.00
0000021599-2020-2020-0000-00-REG	BREAKAWAY OWNER'S ASSOCIATION,	9/21/2020	Landfill error	DIANA	12/2/2020	1,283.89	360.00	923.89
0000021855-2020-2020-0000-00-REG	HARMON, STEVE	9/21/2020	Elderly Exclusion	APRIL	12/29/2020	743.92	366.59	377.33
0000567662-2020-2020-0000-00-REG	RAY, STANLEY C.	9/21/2020	Landfill error	DIANA	12/21/2020	323.29	180.00	143.29
0000567718-2020-2020-0000-00-REG	GOFORTH, CONLEY	9/21/2020	Landfill error	DIANA	12/22/2020	415.91	180.00	235.91
0000567802-2020-2020-0000-00-REG	FRANKLIN, THOMAS A.	9/21/2020	Landfill error	APRIL	12/30/2020	286.84	180.00	106.84
0000567829-2020-2020-0000-00-REG	RICE, CARL	9/21/2020	Landfill error	DIANA	12/2/2020	180.00	180.00	0.00
0000568139-2020-2020-0000-00-REG	BRADBURN CHAPEL CHURCH	9/21/2020	Landfill error	DIANA	12/14/2020	180.00	180.00	0.00
0000568191-2020-2020-0000-00-REG	HOT SPRINGS HOUSING AUTHORITY	9/21/2020	Landfill error	APRIL	12/30/2020	1,862.40	180.00	1,682.40
0000568199-2020-2020-0000-00-REG	LOWE, CLOYD	9/21/2020	Landfill error	COLTON KENT	12/30/2020	513.47	180.00	333.47
0000568409-2020-2020-0000-00-REG	CUTSHALL, JAMES	9/21/2020	Landfill error	APRIL	12/29/2020	757.69	180.00	577.69
0000568527-2020-2020-0000-00-REG	SELF, WANDA LUCILLE	9/21/2020	Landfill error	DIANA	12/18/2020	1,376.69	180.00	1,196.69
0000568534-2020-2020-0000-00-REG	WILLS, VIOLET MARIE	9/21/2020	Landfill error	DIANA	12/18/2020	1,376.69	180.00	1,196.69

0000568578-2020-2020-0000-00-REG	ARK MINISTRIES, INC.	9/21/2020	Landfill error	DIANA	12/14/2020	360.00	180.00	180.00	
0000568670-2020-2020-0000-00-REG	GRIFFIN, JERRY	9/21/2020	Adjustment	DIANA	12/16/2020	165.58	2.81	162.77	
0000568673-2020-2020-0000-00-REG	ROBINSON, JOHNNY	9/21/2020	Penalty In Err	DIANA	12/17/2020	40.86	3.69	36.97	
0000568678-2020-2020-0000-00-REG	FRANKLIN, CAROLYN T.	9/21/2020	Assessed In Err	DIANA	12/16/2020	3.25	3.25	0.00	
0000568719-2020-2020-0000-00-REG	STAUDE, WESLEY H., JR. & ELIZABETH	9/21/2020	Listed In Error	APRIL	12/8/2020	25.00	10.00	15.00	
0000568914-2020-2020-0000-00-REG	HUNTER, JERRI	9/21/2020	Adjustment	APRIL	12/31/2020	1,459.58	8.45	1,451.13	
0000569509-2020-2020-0000-00-REG	RAMSEY, GARRETT H.	9/21/2020	Landfill error	DIANA	12/18/2020	1,103.53	180.00	923.53	
0000569593-2020-2020-0000-01-REG	HOLT, CHARLENE	9/21/2020	Landfill error	DIANA	12/14/2020	399.94	180.00	219.94	
0000569649-2020-2020-0000-00-REG	FRISBEE, JERRY	9/21/2020	Landuse change	APRIL	12/29/2020	1,287.00	460.78	826.22	
0000569729-2020-2020-0000-00-REG	BANKS, PARKS	9/21/2020	Landfill error	COLTON KENT	12/31/2020	175.00	175.00	0.00	
0000569777-2020-2020-0000-00-REG	ROBINSON, TAMMY	9/21/2020	Penalty In Err	APRIL	12/29/2020	282.32	25.67	256.65	
0000569804-2020-2020-0000-00-REG	MATLUCK, JESSICA HABIE	9/21/2020	Landfill error	DIANA	12/1/2020	514.72	360.00	154.72	
0000569906-2020-2020-0000-00-REG	EDWARDS, BOBBY	9/21/2020	Landfill error	DIANA	12/18/2020	1,739.97	180.00	1,559.97	
0000569959-2020-2020-0000-00-REG	BREAKAWAY OWNER'S ASSOCIATION,	9/21/2020	Exempt Property	DIANA	12/8/2020	43.87	43.87	0.00	
0000570720-2020-2020-0000-00-REG	CHANDLER, RHONDA LYNN	9/21/2020	Assessed In Err	COLTON KENT	12/4/2020	30.52	30.52	0.00	
0000570963-2020-2020-0000-00-REG	GOFORTH, GONLEY	9/21/2020	Processed In	DIANA	12/21/2020	232.00	75.40	156.60	
0000571068-2020-2020-0000-00-REG	HOYLE, MELISSA D.	9/21/2020	Adjustment	DIANA	12/3/2020	2.95	2.95	0.00	
0000571253-2020-2020-0000-00-REG	MOLYNEAUX, DOUGLAS G.	9/21/2020	Assessed In Err	COLTON KENT	12/7/2020	29.70	27.00	2.70	
0000571324-2020-2020-0000-00-REG	PAYNE, DOROTHY SURVIVORSHIP	9/21/2020	Over Assessment	APRIL	12/11/2020	25.00	20.00	5.00	
0000571445-2020-2020-0000-00-REG	RIDDLE, PAUL	9/21/2020	Assessed In Err	COLTON KENT	12/3/2020	29.50	29.50	0.00	
0000571458-2020-2020-0000-00-REG	ROBERTS, EDWARD	9/21/2020	Assessed In Err	COLTON KENT	12/29/2020	30.00	30.00	0.00	
0000571576-2020-2020-0000-00-REG	SURRETT, JAMES M.	9/21/2020	Over Assessment	DIANA	12/22/2020	34.16	28.26	5.90	
0000571800-2020-2018-0000-00-REG	ZENINA LAKES	12/7/2020	Assessed In Err	COLTON KENT	12/31/2020	25.00	25.00	0.00	
0000571950-2020-2018-0000-00-REG	SHINN, TRACY P.	12/7/2020	Penalty In Err	APRIL	12/7/2020	76.32	17.61	58.71	
Subtotal							44,923.36		
Total							44,923.36		

1st Year	Bill Number	Port #	Service type	Alt. Service #	Date of del.	Account Status	Refund Address Line 1	Refund Address Line 2	Refund City	Refund State	Refund Zip	Insufficient	Refund Amount	Waste Fee	File Status	File Refund
2000	00000010-2000-2000-0000-00	141	REI	1071	12/15/2000 3:47:47 PM	CLARK KLEIN WORLEY	778 HUNTER CREEK RD.		WATERBURY	VT	05671	0.00	0.00	0.00	0.00	
2000	00000010-2000-2000-0000-00	1254	REI	1048	12/22/2000 12:52:47 PM	DAVID CHAPPEL ARBONARY	41 DAVIS CHAPEL RD.		WATERBURY	VT	05671	0.00	0.00	0.00	0.00	
2000	00000118-2000-2000-0000-00	1223	REI	1080	12/22/2000 11:58:03 AM	AMERSON, BRIAN STEVE	211 HARLEY SPRING ROAD		WATERBURY	VT	05671	0.00	0.00	0.00	0.00	
2000	00000118-2000-2000-0000-00	1829	REI	1001	12/22/2000 11:58:03 AM	AMERSON, BRIAN STEVE	211 HARLEY SPRING ROAD		WATERBURY	VT	05671	0.00	0.00	0.00	0.00	
2000	00000010-2000-2000-0000-00	5812	REI	2181	03/22/2001 3:16:15 PM	SAVVA, SARAI JAYNE	141 EDWARDS ROAD		WATERBURY	VT	05671	0.00	0.00	0.00	0.00	
2000	00000464-2000-2000-0000-00	4713	REI	1088	12/15/2000 3:47:47 PM	JAMES THOMPSON	247 EDWARDS ROAD		WATERBURY	VT	05671	0.00	0.00	0.00	0.00	
2000	00000569-2000-2000-0000-00	5841	REI	2000	12/22/2000 12:52:47 PM	JAMES THOMPSON	247 EDWARDS ROAD		WATERBURY	VT	05671	0.00	0.00	0.00	0.00	
2000	00000118-2000-2000-0000-00	1822	REI	1081	12/22/2000 12:52:47 PM	STRELMAN, SHAWDOZ	1608 N. W. HWY.		WATERBURY	VT	05671	0.00	0.00	0.00	0.00	

Authorizations: \_\_\_\_\_ Date: \_\_\_\_\_  
 12/22/2000

**RESOLUTION IN SUPPORT OF NCACC PRESIDENTIAL INITIATIVE  
TO PROMOTE FOOD SYSTEM RESILIENCY**

**WHEREAS**, access to food is a basic human need and is vital to the well-being of a community;

**WHEREAS**, all 100 North Carolina counties are committed to ensuring the needs of their citizens are met;

**WHEREAS**, food security, defined as reliable access to quality, affordable food, is vital to a thriving community and food insecurity threatens the fabric of a healthy society.

**WHEREAS**, According to Feeding America's annual Map the Meal Gap study, conducted to improve our understanding of food insecurity and food costs at the local level, the average food insecurity rate across North Carolina's counties is 14 percent. And Feeding America projects that the rate will rise to 19.3 percent due to the pandemic.

**WHEREAS**, Madison County has a food insecurity rate of sixteen percent;

**WHEREAS**, the current pandemic is only further exacerbating the issue of food insecurity and families are facing difficult decisions about how to make ends meet, including whether they can afford the food they need;

**WHEREAS**, it is projected that the food insecurity rate in North Carolina will rise to 19.3 percent due to the pandemic and the child food insecurity rate is projected to rise from 19.3 percent to 28.6 percent;

**WHEREAS**, according to state officials, agriculture and agribusiness account for 17% of all jobs in the state and an annual economic impact of \$91.8 billion and is a vital aspect of the economy in North Carolina;

**WHEREAS**, county commissioners have a responsibility to ensure the basic needs of our citizens are met;

**WHEREAS**, the North Carolina Association of County Commissioners (NCACC), under the direction of President Ronnie Smith will be leading a task force to address food system resiliency to help counties take actions to ensure the resources we have are getting to the people in need;

**WHEREAS**, the NCACC Task Force will be meeting to examine the various issues that go into creating and sustaining a resilient food system for our residents;

**WHEREAS**, by supporting our farmers, supply chains, agribusiness, food industry, and hungry families, we can build resilient communities;

**NOW, THEREFORE, LET IT BE RESOLVED, THAT THE** Madison County Board of County Commissioners, do hereby resolve to support the work of the NCACC task force and will commit to examining the food system in Madison County and take steps to help strengthen the system in the service of sustaining a thriving community.

Resolved this the 12th day of January, 2021. Signed this the 12<sup>th</sup> day of January, 2021.



Chairman  
Madison County Board of Commissioners

ATTEST:



Clerk  
Madison County Board of Commissioners

## **RESOLUTION TO SUPPORT THE MYFUTURENC ATTAINMENT GOAL**

**WHEREAS**, the myFutureNC Commission (the Commission) was chartered to involve the leaders of the education, business, Philanthropy, faith-based and non-profit communities from across North Carolina in developing an educational goal for our state, and

**WHEREAS**, the Commission has concluded that North Carolina should have a goal that 2 million North Carolinians will have a high-quality post-secondary degree or credential by 2030 (up from 1.3 million today); and

**WHEREAS**, the Madison County Board of Commissioners is committed to helping employers in our region meet their workforce needs while helping job seekers and youth find a rewarding career pathway; and

**WHEREAS**, most jobs in our region that pay a family sustaining wage will require some type of education and training beyond a high school diploma; and

**WHEREAS**, employers in advanced manufacturing, healthcare, hospitality and tourism, technology, skilled trades, and other sectors in the region depend on a highly skilled workforce; and increasing post-secondary credential attainment will help employers meet their talent needs; and

**WHEREAS**, a post-secondary credential will help individuals find a rewarding career that will pay a family-sustaining wage; and

**WHEREAS**, the Land of Sky Education & Workforce Collaborative in our region of Buncombe, Henderson, Madison and Transylvania Counties is the first multi-county regional attainment effort in North Carolina and is the regional pilot for North Carolina; and

**WHEREAS**, the Land of Sky Education & Workforce Collaborative has developed a regional partnership with employers, educators, local governments, nonprofits and other partners to increase post-secondary credential attainment in our region; and

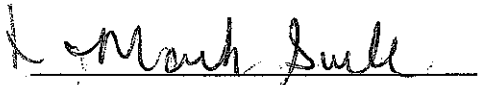
**WHEREAS**, the Land of Sky Education & Workforce Collaborative has developed a strategic plan focused on regional best practices to support the education continuum from early-childhood education to adult learners.

**NOW, THEREFORE BE IT RESOLVED** BY THE Madison County Board of Commissioners as follows:

1. That the Madison County Board of Commissioners strongly supports the myFutureNC Commission post-secondary credential attainment goal that 2 million North Carolinians will have a high quality degree or post-secondary credential by 2030.
2. That this Board will continue to foster partnerships across our region's education continuum and with leaders in business, philanthropy and government to achieve that goal.

3. That this Board will work with employers, educators, government, non-profits and workforce partners to increase the number of high-quality, post-secondary credentials awarded in the region to help meet the statewide myFutureNC attainment goal.
4. That this Board enthusiastically endorses the Land of Sky Education & Workforce Collaborative efforts to increase post-secondary credential attainment in our region.
5. That this resolution shall be effective upon its adoption.

Resolved this the 12th day of January, 2021. Signed this the 12<sup>th</sup> day of January, 2021.



Chairman  
Madison County Board of Commissioners

ATTEST:



Clerk  
Madison County Board of Commissioners