

The Madison County Board of Commissioners met in regular session on Tuesday, October 10, 2023, 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 Matt Wechtel, Vice-Chairman Michael Garrison, Commissioner Bill Briggs, Commissioner Jeremy Hensley, Commissioner Alan Wyatt, County Manager Rod Honeycutt, County Attorney Donny Laws, and Clerk Mandy Bradley.

The meeting was called to order at 7:00 p.m. by Chairman Wechtel and the Pledge of Allegiance and moment of silence were observed.

Agenda Item 1: Agenda Approval

Upon motion by Commissioner Wyatt and second by commissioner Hensley, the Board voted unanimously to approve. (Attachment 1.1)

Agenda Item 2: Consent Agenda

- a. Tax Refunds and Releases (Attachment 2.1)
- b. Kania Law Firm Tax Foreclosure Update (Attachment 2.2)
- c. Barnard Park Funding Letter and Resolution (Attachment 2.3)
- d. Dogwood Health Trust Leverage Fund Firehouse Subs Foundation Grant Agreement (Attachment 2.4)
- e. Animal Shelter Veterinary Services Agreement (Attachment 2.5)
- f. American Rescue Plan Act Amended Grant Project Ordinance (Attachment 2.6)
- g. 2023-2024 Forest Service Contract (Attachment 2.7)
- h. School Needs Based Capital Funds Disbursement Request (Attachment 2.8)
- i. Resolution Authorizing County Manager to Exempt Professional Services (Attachment 2.9)
- j. FY24 Rural Operating Assistance Program Application (Attachment 2.10)
- k. Transportation Authority FY19 City of Asheville Contract Amendment (Attachment 2.11)
- l. Public Transportation Grant Funding FY25 Resolution (Attachment 2.12)
- m. Approval of September 5, 2023 (Special) Meeting Minutes; September 5, 2023 (Regular) Meeting Minutes; September 26, 2023 (Special) Meeting Minutes

Chairman Wechtel read into the record, the items contained in the consent agenda. Upon motion by Commissioner Hensley and second by Vice-Chairman Garrison, the Board voted unanimously to approve the consent agenda.

Agenda Item 3: Public Comment

Huntley Womick spoke regarding County EMS.
Tony Ponder spoke regarding the County.
(Attachment 3.1)

Agenda Item 4: Public Hearing-Madison County Land Use Ordinance

a. Presentation of Proposed Land Use Ordinance Amendments-Brad Guth, Development Services Director

Mr. Guth presented and discussed proposed amendments to the Madison County Land Use Ordinance as well as answered questions from members of the Board while noting that the request for amendments include the following:

- Elimination of road design and square footage restrictions with inclusion of road standards and access for vacation rentals that contain fewer than ten (10) units.
- Incorporation of a text amendment to add R-B (Retail-Business) Zoning Districts back into the Land Use Ordinance as it was prior to 2010 for areas which are currently contained as such on the County's Zoning Map with changes to wording for uses that are no longer in existence or are no longer a land use item in the current day as well as the inclusion of special event facility use.

Additionally, Mr. Guth noted that the requested amendments come at the recommendation of the Planning Board and he provided a consistency statement for each from zoning staff.

Discussion was had by the Board and Mr. Guth.
(Attachment 4.1)

b. Public Comment

Chairman Wechtel opened the floor for public comment with none having previously been received.

Discussion was had by the Board and Clerk Bradley. Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to open the public hearing.

Chairman Wechtel opened the floor to anyone in attendance wishing to speak in public comment with none being received.

Upon counsel by County Attorney Laws and motion by Vice-Chairman Garrison with second by Commissioner Hensley, the Board voted unanimously to close the public hearing.

c. Discussion

Discussion was had by the Board.

d. Consideration of Adoption

Counsel was provided by County Attorney Laws.

Chairman Wechtel requested to entertain a motion for Chapter 8, Section 6 Vacation Rentals, that the amendments to the vacation rentals portion of the Land Use Plan be adopted as presented by Director Guth on behalf of the Zoning and Planning Board. Motion was placed on the floor by Commissioner Wyatt and second was provided by Vice-Chairman Garrison who requested clarification that the motion is for amendments contained in, "Section G" under traffic, "Section K" under square footage, and access to property with the Board voting unanimously to approve.

Chairman Wechtel requested consideration of adoption of changes as presented by Director Guth on the recommendation of the Zoning and Planning Board in regards to the Retail-Business category in the Land Use Plan, Chapter 3, Section 6 (3.6.10). Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to add these back in to the Land Use Ordinance as presented by Brad Guth the Director of Development Services and recommended by the Planning Board.

A copy of the amended Land Use Ordinance is hereto attached to the Madison County Ordinance Book.

Agenda Item 5: Brad Guth, Development Services Director

Mr. Guth presented and discussed a recommendation on behalf of the Madison County Economic Development Advisory Board for the request to issue the necessary document to solicit design services for site, grading, and stormwater as phase I of the proposed Madison County Industrial Park located on Long Branch Road in Marshall with funding to be provided by current budgetary allocations contained in the Economic Development budget.

Discussion was had by the Board and Mr. Guth with counsel being provided by County Attorney Laws regarding statutory requirements for the development of real property and the need for a public hearing in the future in order to develop the property.

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

Agenda Item 6: Kary Ledford, Finance Officer

a. Budget Amendment #4

Ms. Ledford presented and discussed Budget Amendment #4 for consideration of the Board and answered questions from board members.

Upon motion by Commissioner Hensley and second by Commissioner Wyatt, the Board voted unanimously to approve Budget Amendment #4. (Attachment 6.1)

b. Financial Report

Ms. Ledford presented and discussed the financial report for the month of September with the Board and answered questions from board members. (Attachment 6.2)

Agenda Item 7: Rod Honeycutt, County Manager

a. County Manager's Update

Mr. Honeycutt presented and discussed the County Manager's update. Information included the calendar for maintenance projects and an update regarding County property leases. Discussion was had by the Board and Mr. Honeycutt.

b. Courthouse Renovation

The previous recommendation of the Courthouse Committee for the renovation of the courthouse being facilitated with funding allocated to the County by S.L. 2021-180 in the amount of \$3,800,000.00 was discussed with the Board by Mr. Honeycutt who also discussed considerations for additional work to be performed as recommended.

Discussion was had by the Board and Mr. Honeycutt regarding the previous recommendations of the Courthouse Committee for the addition of a second story emergency egress, new flooring, interior paint, mold remediation, water mitigation, and burglary alarm systems with the cost of repairs not to exceed \$500,000.00. Mr. Honeycutt also noted that the additional recommendations for the project include moving and storage for the relocation of the courthouse during the renovation period, retrofitting of office space, rent for office space, installation of a metal

detector, asbestos mitigation, office renovations, installation of hot water, countertop installation, wall removals, and LED light conversion with an estimated total project cost of \$845,000.00.

Additional information regarding specific components of the project, the scope of work approved by the State, future recommendations for consideration of individuals to provide recommendations for planning and design of a new courthouse, cost, and the request for consideration of the development of a request for proposals for the current renovation work to be capped at \$845,000.00 was discussed by Mr. Honeycutt who answered questions from members of the Board.

Discussion was had by the Board and Mr. Honeycutt with counsel being provided by County Attorney Laws regarding the development and specifications of the request for proposals.

Upon motion by Vice-Chairman Garrison and second by Chairman Wechtel with discussion being had by the Board, the Board voted unanimously to authorize the County Manager to put out an RFP with these particular items and that each item be separated out as such as recommended by our County Attorney.

c. Personnel

An update regarding the employment status of the Emergency Management Officer and Property Appraiser positions was discussed by Mr. Honeycutt who answered questions from members of the Board and provided information regarding new employee hire updates that would be provided to the Board.

Discussion regarding the Telecommunicator I position and Planning and Zoning position was also had by the Board and Mr. Honeycutt.

Discussion was had regarding a future meeting date of the Board.

Agenda Item 8: Adjournment

Upon motion by Commissioner Briggs and second by Commissioner Hensley, the Board voted unanimously to adjourn at 8:30 p.m.

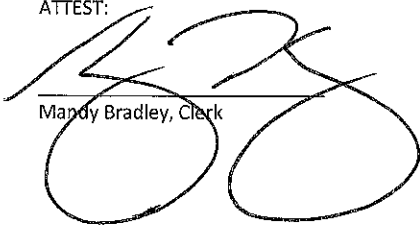
This the 10th day of October 2023.

MADISON COUNTY



Matt Wechtel, Chairman
Board of Commissioners

ATTEST:



Mandy Bradley, Clerk

Madison County Board of Commissioners
Agenda
October 10, 2023

7:00 P.M.

Meeting Called To Order
Pledge of Allegiance
Moment of Silence

1. Agenda Approval
2. Consent Agenda
 - a. Tax Refunds and Releases
 - b. Kania Law Firm Tax Foreclosure Update
 - c. Barnard Park Funding Letter and Resolution
 - d. Dogwood Health Trust Leverage Fund Firehouse Subs Foundation Grant Agreement
 - e. Animal Shelter Veterinary Services Agreement
 - f. American Rescue Plan Act Amended Grant Project Ordinance
 - g. 2023-2024 Forest Service Contract
 - h. School Needs Based Capital Funds Disbursement Request
 - i. Resolution Authorizing County Manager to Exempt Professional Services
 - j. FY24 Rural Operating Assistance Program Application
 - k. Transportation Authority FY19 City of Asheville Contract Amendment
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 - m. Approval of September 5, 2023 (Special) Meeting Minutes; September 5, 2023 (Regular) Meeting Minutes; September 26, 2023 (Special) Meeting Minutes
3. Public Comment
4. Public Hearing-Madison County Land Use Ordinance
 - a. Presentation of Proposed Land Use Ordinance Amendments-Brad Guth, Development Services Director
 - b. Public Comment
 - c. Discussion
 - d. Consideration of Adoption
5. Brad Guth, Development Services Director
Engineering Services Request for Qualifications-Madison County Industrial Park
6. Kary Ledford, Finance Officer
 - a. Budget Amendment #4
 - b. Financial Report
7. Rod Honeycutt, County Manager
 - a. County Manager's Update
 - b. Courthouse Renovation
 - c. Personnel
8. Adjournment

Date run: 10/4/2023 11:32:55 AM
 Data as of: 10/3/2023 7:14:08 PM

TR-304 Bill Release Report

NCPTS V4

Report Parameters:

Release Date Start: 9/1/2023 Release Date End: 9/30/2023
 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
000003687-2021-2021-0000-00-REG	BOONE, PAMELA LYNN	9/15/2021	Landfill error	DIANA	9/21/2023	365.94	180.00	185.94
000003687-2022-2022-0000-00-REG	BOONE, PAMELA LYNN	8/21/2022	Landfill error	DIANA	9/21/2023	365.94	180.00	185.94
0000008287-2021-2021-0000-00-REG	ROBERTS, J. P. JR.	9/15/2021	Landfill error	DIANA	9/21/2023	281.06	175.70	105.36
0000008287-2022-2022-0000-00-REG	ROBERTS, J. P. JR.	8/21/2022	Landfill error	DIANA	9/21/2023	281.06	180.00	101.06
0000019496-2021-2021-0000-00-REG	PONDER, Z HERBERT JR	9/15/2021	Landfill error	DIANA	9/21/2023	1,781.71	943.19	838.52
0000019496-2022-2022-0000-00-REG	PONDER, MATTHEW	8/21/2022	Landfill error	DIANA	9/21/2023	1,781.71	1,080.00	701.71
0000576467-2023-2018-0000-00-REG	KING, ALFRED	9/12/2023	Assessed In Err	APRIL	9/12/2023	284.00	180.00	104.00
Subtotal							2,918.89	
Total							2,918.89	

Attachment 2.1

Tax Year	Bill Number	Parcel #	Adjustment Reason	Date of Adj.	Refund Recipient Name	Refund Address Line 1	Refund City	Refund Zip Code	Jurisdiction	Refund Amount (\$)	Solid Waste Fees Refund
2021	0000019496-2021-2021-0000-00	799	Landfill error	9/21/2023 12:01:09 PM	PONDER, Z HERBERT	361 HEATHER DOWN DR	ALEXANDER	28701	MADISON	136.81	136.81
2021	0000008287-2021-2021-0000-00	17089	Landfill error	9/21/2023 11:48:02 AM	ROBERTS, J. P., JR.	55 JOHN ROBERTS DRIVE	MARSHALL	28753	MADISON	4.30	4.30
Subtotal										141.11	141.11

Authorization _____

Date: 10/4/2023

Date run: 9/1/2023 2:18:21 PM
Data as of: 8/31/2023 7:13:39 PM

TR-305 Release & Refund Approval Report

NCPTS V4

Report Parameters: Release Start Date: 8/1/2023 Release End Date: 8/31/2023 Refunds Only: Y Show Excluded: N
Source Type: BUS, IND, PUB, REI, RMV Tax District: BIG PINE FD, COUNTRY FD, EBBS CHAPEL FD, HOT SPRINGS, JUPITER FD, LAUREL FD, MADISON COUNTY, MARS HILL, MARS HILL FD, MARSHALL, SANDY MUSH, SMOKEY MOUNTAIN FD, SPRING CREEK FD, WALNUT Refund Status: REAPPLY, VOIDED, ONHOLD, AUTHORIZED

Default Sort-By: Refund #, Bill #, Taxpayer Name, Refund Amount
Grouping: No Grouping

No records were found matching your criteria. Please modify your parameters and try again.

No Refunds for August 2023

Date run: 9/1/2023 2:27:17 PM
 Data as of: 8/31/2023 7:13:39 PM

TR-304 Bill Release Report

NCPTS V4

Report Parameters:

Release Date Start: 8/1/2023 Release Date End: 8/31/2023
 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
0000017759-2020-2020-0000-00-REG	FLS YK FARM, LLC	9/21/2020	Business closed	MOLLY	8/21/2023	536.99	536.99	0.00
Subtotal							536.09	
Total							536.09	



Tax Department

Diana Norton
Tax Administrator

Attachment 2.2

Date: October 4, 2023

To: Board of Commissioners

From (Department): Tax Department

Presenter: (Name): Diana Norton

Re: Kania Law Firm Update

We will be holding a sale on October 12th. This sale will include 5 properties currently in foreclosure. At our last sale in September all the properties held a bid, and the county didn't retain anything!!

Attached Document:

Recommended Action: None

STATE OF NORTH CAROLINA

RESOLUTION

COUNTY OF MADISON

WHEREAS, generous benefactors have previously created a trust fund being held by the Community Foundation of Western North Carolina for the benefit of Barnard Park; and

WHEREAS, the County has been advised by the Community Foundation that there is currently \$1040.00 of income available from the said trust fund; and

WHEREAS, the Community Foundation has approved the utilization of such funds for enhancing the park by the purchase for gravel for the parking area; and

WHEREAS, the County of Madison is of the opinion that the utilization of such funds in the Park in such a fashion would be a great benefit to the Park; and

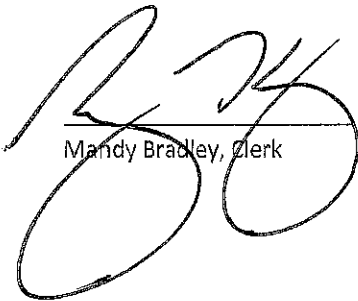
WHEREFORE, the County of Madison does hereby approve and request the Community Foundation to distribute the aforesaid \$1040.00 to the County of Madison for the specific purpose of purchasing aforementioned items to enhance the maintenance and preservation of the park.

This the 10th day of October 2023.

MADISON COUNTY

By: 
Matt Wechtel, Chairman
Board of Commissioners

ATTEST:


Mandy Bradley, Clerk

Dear Grantee,

It is my pleasure to inform you that the Dogwood Health Trust (“Grantor” or “we”) has approved a grant (the “Grant”) to your organization (together with any wholly owned Affiliate referenced in Exhibit A, “Grantee” or “you”) in the amount and for the project described in Exhibit A (the “Project”). Grantee shall use the Grant consistent with the purposes of Grantor’s tax-exempt mission to create a dramatically healthier region in Western North Carolina and in accordance with the terms herein.

This letter is a legally binding agreement between Grantor and Grantee (“Agreement”). Grantor and Grantee are each a “party” and collectively, the “parties.” The Agreement will be effective upon our receipt of this Agreement, signed by an authorized representative of Grantee. An electronic copy will suffice.

We will arrange for payment of the grant in accordance with the payment schedule set forth in Exhibit A. Grantor will use reasonable commercial efforts to provide payment using the Grantee’s preferred payment method set forth in Exhibit B.

You will be required to submit report(s) to the Grantor on the use of and outcomes related to grant dollars. The Grantor may decline to consider grant renewals for Grantees who fail to do so. Please see Section 2 below and Exhibit A for additional information on the reporting requirement.

TERMS AND CONDITIONS

- 1. Use of Funds.** Grantee shall use the Grant, and any interest or other income generated by the grant funds, only for the purposes of the Project described in Exhibit A and in a manner consistent with the terms of this Agreement and the budget set forth in Exhibit A. All grant funds must be expended prior to the due date of the final report. Grantee must use the Grant to support one or more of the 18 counties and Qualla Boundary within the Grantor’s Region. Grantee may not make any changes (i) in the purposes for which the Grant is made or (ii) to any budget cost category that exceeds 10% in a budget year (assuming the budget set forth on Exhibit A has budget cost categories) without the Grantor’s prior written approval. Requests and approvals for amendments to any budget cost category that exceeds 10% in a budget year shall be handled pursuant to Grantor’s forms and procedures.
- 2. Reporting.** The Grantee will submit to Grantor the written reports set forth on Exhibit A detailing Grant progress from a programmatic perspective along with a report of expenditures and confirmation that Grantee is in compliance with the terms of this Agreement. Grantor will provide reporting instructions prior to the due date found in Exhibit A. As part of the financial final report, Grantee will report separately grant dollars spent by county benefited. In addition to written reports, Grantor may request

stories that illustrate Grantee's impact – either by requesting that Grantee share such stories or provide access to individual(s) to interview for stories. Grantor may also request photographs that illustrate Grantee's work. Grantee will assume responsibility for securing all required photo releases and usage rights for any images provided to Grantor and provide verification of such to Grantor upon request. Requests and approvals for amendments to the due date of the interim, progress or final report (includes narrative and financial) shall be handled pursuant to Grantor's forms and procedures.

3. **Recordkeeping.** Grantee shall treat the Grant and any interest or income generated by the Grant as restricted assets and shall maintain either a separate account for the Grant on Grantee's books or the Grant in a separate bank account. All expenditures made in furtherance of the Project shall be charged off against the Grant and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of the Grant. Grantee shall make all books and records pertaining to the Grant available to the Grantor at reasonable times for review and audit and shall comply with all reasonable requests of the Grantor for information and interviews regarding use of the Grant. Grantee shall keep copies of all books and records related to this grant and all reports to the Grantor for at least six years after Grantee has expended the last of the Grant.
4. **Prohibited Uses.** Grantee shall not use any portion of the funds granted in a manner inconsistent with Internal Revenue Code ("IRC") Section 501(c)(3), including:
 - a. Influencing the outcome of any specific election for candidates to public office, or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2);
 - b. Carrying on propaganda, or otherwise attempting, to influence legislation of any kind by any governmental body or by means of a public vote, interpreted in accordance with the provisions of IRC sections 4945(d)(1) and 4945(e); or
 - c. Inducing or encouraging violations of law or public policy, or causing any private inurement or improper private benefit to occur, or taking any other action inconsistent with either Grantee's (i) status as a Section 501(c)(3) public charity, or (ii) public purposes as a governmental unit described in Section 170 (c)(1), as the case may be.
5. **Regrants/Earmarking.** Grantee may regrant or loan a part of this grant if and only if such regrants fall within the stated purpose of the grant and the Agreement or are in accordance with the charitable purposes of Grantee and Grantor. Grantee acknowledges that Grantor has not earmarked Grant funds under this Agreement for any subgrantee, borrower, or contractor of Grantee, and no agreement otherwise exists that permits the Grantor to cause the selection of any such subgrantee, borrower, or contractor. Grantee has exercised or shall exercise exclusive control, in fact, over any such selection process and has made or shall make the selection of any subgrantee, borrower, or contractor completely independently of the Grantor.

6. **No Pledge.** Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by the Grantor or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other purpose. The Grant contemplated by this Agreement shall be a separate and independent transaction from any other transaction between the Grantor and Grantee or any other entity.
7. **Representation and Warranty Regarding Tax Status.**
- a. By entering into this Agreement, Grantee represents and warrants that Grantee is either (i) exempt from federal income tax under IRC Section 501(c)(3) and is not a private foundation within the meaning of IRC Section 509(a) nor a Type III non-functionally integrated IRC Section 509(a)(3) supporting organization or any other IRC Section 509(a)(3) supporting organization that is controlled directly or indirectly by a disqualified person with respect to Grantee or (ii) a governmental unit described in Section 170 (c)(1).
 - b. Grantee's tax status has not been revoked and, to Grantee's knowledge, Grantee is not under review or audit by the Internal Revenue Service. Upon request, Grantee will provide Grantor with current documentation of its tax status.
 - c. Grantee's receipt of the Grant and compliance with the terms of this Agreement will not cause Grantee to be in violation or conflict with the governing documents of Grantee or any law to which Grantee is subject, or to be in breach or default of any contract or license to which Grantee is a party; nor will it have any material adverse effect on Grantee's tax or legal status.
 - d. There is no pending proceeding or investigation directed at the Grantee by a federal, state, tribal, or local administrative agency or authority that could have a material adverse impact on the Grantee's ability to perform its obligations under this Agreement.
 - e. Grantee will not use Grant funds to compensate any person that Grantor has identified in writing to Grantee as a disqualified person within the meaning of IRC Section 4946.
 - f. If the Grantee is a council of government, Grantee represents and warrants that local governments fund its operations, appoint its directors, and supervise the organization.
8. **Notice.** Grantee shall give the Grantor immediate written notice upon the occurrence of any of the following: (i) any change in either Grantee's tax-exempt or public charity status, or its status as a governmental unit described in Section 170 (c)(1), as the case may be; (ii) a proceeding or investigation directed at the Grantee or an employee, director or officer of the Grantee by a federal, state, tribal, or local administrative agency or authority ("**Government Proceeding**") that could have a material adverse impact on

the Grantee's ability to perform its obligations under this Agreement; or (iii) a Government Proceeding related to a claim alleging the diversion of grant funds to a non-charitable purpose, financial impropriety, fraud or breach of fiduciary duty. Written notification will be provided to the General Counsel of Dogwood Health Trust at impactgrants@dht.org.

9. **Publications; License.** Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements or procedures as the Grantor may establish from time to time. Grantee grants to the Grantor a perpetual, irrevocable, fully-paid up, royalty-free, nonexclusive license to publish, use, distribute, reproduce, copy, and prepare derivative works based upon any publications, studies, or research funded by this grant at the sole discretion of the Grantor.
10. **Grant Announcements and Communications.** Grantee shall submit in advance to the Grantor, for review and revision at the sole discretion of the Grantor, any press releases or external announcements Grantee intends to make regarding the grant, and any publications referring to the grant Grantee intends to publish, other than in its internal publications (annual reports, newsletters, etc.), organizational social media, or tax returns. The Grantor, in its sole discretion, may include information on the grant in its newsletters, website, social media and periodic public reports.
11. **Terrorist Activity.** Grantee warrants that it does not support or conduct, directly or indirectly, violence or terrorist activities of any kind.
12. **Liability.** Grantee agrees that, to the extent permitted by North Carolina Tort Claims Act, Grantee will be solely responsible for its acts and omissions in carrying out the activities and purposes of the Grant.
13. **No Agency.** Grantee and not the Grantor is solely responsible for all activities supported by the Grant, the content of any product created with the grant funds, and the manner in which such products may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
14. **Assignment.** Grantee may not assign any rights or delegate any obligations created by this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of Grantor. Any assignment in violation of the foregoing is null and void. This Agreement will be binding upon the successors, legal representatives and permitted assigns of the parties.
15. **Waivers.** The failure of the Grantor to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
16. **Remedies.** Grantee shall repay to the Grantor any portion of the Grant which is not spent or committed for the charitable purposes of this Agreement. If the Grantor determines, in

its sole discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, the Grantor may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and the Grantor may demand the return of all or part of the unexpended Grant, which Grantee shall immediately repay to the Grantor. Grantor may, in its sole discretion, discontinue or suspend funding if making such payment might, in the judgment of the Grantor, expose the Grantor to liability, adverse tax consequences, or constitute a taxable expenditure. The Grantor may also avail itself of any other remedies available by law.

17. **Captions.** All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
18. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both parties.
19. **Survival.** A party's obligations under this Agreement that by their nature are intended to survive termination or expiration of this Agreement shall so survive.
20. **Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina applicable to contracts to be performed entirely within the State. For the purpose of any action or proceeding arising out of or relating to this Agreement, each of the parties hereto irrevocably (a) submits to the exclusive jurisdiction of the state courts of North Carolina and to the jurisdiction of the United States District Court for the Western District of North Carolina and (b) agrees that all claims in respect of such action or proceeding shall be heard and determined exclusively in any North Carolina state or U.S. federal court sitting in the County of Buncombe, North Carolina.

Please have an authorized officer of your organization sign this Agreement and return it to the Grantor. You may return the signed Agreement via AdobeSign, or send it to finance@dht.org or 890 Hendersonville Rd, Suite 300, Asheville, NC 28803. Please keep a copy of the signed Agreement for your files.

If you have any questions concerning this grant or the grant agreement, please don't hesitate to email impactgrants@dht.org or contact your DHT Community Investment Team contact.

On behalf of Dogwood Health Trust's Board and staff, let me express how delighted we are to support your organization. We wish you every success.

Sincerely,

Dogwood Health Trust

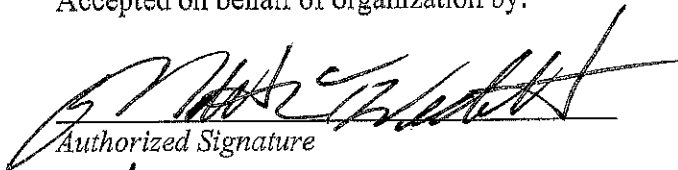
Authorized Signature

Susan Mims, MD, MPH
Name

President & CEO
Title

Date

Accepted on behalf of organization by:


Authorized Signature

Date: October 14, 2023

Matt Wehtel
Name

Chairman
Title

EXHIBIT A

Grantee legal name: County of Madison

Tax ID Number: 56-6000316

Type of organization: Government Entity

Organization contact: Mr. Rod Honeycutt, Interim County Manager

Grant contact: Ross Young, Project Manager

Dogwood Strategic Priority: Leverage Fund

Project title: Firehouse Subs Foundation: Public Safety Grant Application

Project:

Grantee will engage DeMakus Staton of D&G Associates and Consulting Group, LLC. to prepare the grant application for the Firehouse Subs Foundation: Public Safety Grant funding opportunity ("Funding Opportunity"). The grantee could receive up to a \$100,000 award from the Funding Opportunity to support the following project: to fund the procurement of seven (7) ballistic shields that will be used for the purpose of securing the six (6) K-12 schools within the Madison County School System and any and all students, faculty, and school personnel that would need assistance in the event of a school shooter or threat of life, while also protecting responding officers. Additionally, the ballistic shields could also be utilized to provide critical assistance in the event of a shooter or threat of life on A-B Tech Madison campus and Mars Hill University.

Grant amount: \$4,500.00

Payment schedule:

One payment of \$4,500 will be disbursed within 14 days of receipt of this signed grant agreement.

Budget:

\$4,500 to pay for grant writer services from Engage D&G Associates and Consulting Group, LLC.

Reporting requirements:

Grantee will submit one report to Dogwood Health Trust for the duration of the grant period. The report must detail the grant progress and include information on the following output and outcome measurements:

Outputs:

Engage grant writer for Funding Opportunity

Submit application for Funding Opportunity by the stated deadline

Outcomes:

Report on whether the Grantee received an award from the Funding Opportunity

Final Report (narrative and financial)

Due Date: 6/28/2024

As part of the narrative final report, Grantee will report percent of grant funds spent by county, including the Qualla Boundary. This figure may be an estimate based on a good-faith approximation of the geographic breakdown of work completed.

EXHIBIT B

Please choose your payment method and provide the required details below.

Select...

Wire or ACH (PREFERRED)

<i>Bank / Institution Name</i>	
<i>ABA # (for Wire) or Routing # (for ACH)</i>	
<i>Account #</i>	

E-check, sent via email

<i>Email Address</i>	
----------------------	--

Paper check, sent via USPS

<i>Mailing Address</i> <i>City, State, Postal Code</i>	
---	--

For grants paid in installments, your Dogwood Impact Team contact will work with you to confirm that all requirements for subsequent payments have been met and confirm payment details at that time.

NORTH CAROLINA)
)
MADISON COUNTY)

Attachment 2.5

**AGREEMENT FOR VETERINARY SERVICES
FOR MADISON COUNTY ANIMAL SHELTER**

THIS AGREEMENT entered into this 10TH day of OCTOBER, 2023, by and between Madison County, a body politic and corporate of the State of North Carolina, hereinafter referred to as "County," and Dr. Mark Forde, D.V.M., hereinafter referred to as "Contractor."

WHEREAS, County desires to obtain veterinary services for the Madison County Animal Shelter, hereinafter referred to as "Shelter;" and,

WHEREAS, Contractor desires to provide the County with veterinary services at the Shelter,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- I. **DESCRIPTION OF SERVICES.** The Contractor will maintain a license to practice veterinary medicine that is current and in good standing in the state of North Carolina as well as the level of expertise and education necessary to keep abreast of current industry standards and practices and be a member in good standing with the American Veterinary Medical Association. Veterinary services will include serving as the Madison County Animal Shelter Veterinarian of record in compliance with all applicable guidelines with additional veterinarian services to be provided to the Shelter, including vaccinations, euthanasia, and visits to the Shelter and such other veterinary services and other emergency services as required.

- II. **SCOPE OF SERVICES.** Scope of services shall include animal examinations, medical treatment and care, vaccinations, and euthanasia in accordance with Madison County Animal Shelter's standard operating procedure and established industry standards and best practices. In addition, training for Animal Shelter staff members as requested by the Madison County Shelter Manager or designee related to topics including animal care, animal handling and behavior, shelter medicine, North Carolina certified rabies vaccinator program, and euthanasia will be provided. Maintenance of Federal Drug Enforcement Administration and North Carolina Department of Health and Human Services Division of Mental Health, Developmental Disabilities and Substance Abuse Services licensure for the handling and keeping of controlled substances including those used for vaccination, euthanasia, and field services activities at the Madison County Animal Shelter will be provided. Oversight of these drug records to the extent necessary to meet the requirement of the North Carolina Controlled Substances Act and Departmental Policy and Procedure regarding the handling, storage, maintenance, and record keeping for controlled substances will be facilitated. The Contractor will consult with the Animal Shelter Manager or designee to develop, update, and monitor standard operating procedures as required. Additionally, in the case of animal cruelty or neglect cases, the Contractor will perform examinations, make recommendations, and provide medical care to animals as well as provide expert testimony regarding the same and serve as a

member of the Madison County Animal Control Board.

- III. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked shall be determined by the Contractor. The County will rely on the Contractor to work as many hours as may be reasonably necessary to fulfill the Contractor's obligations under this agreement.
- IV. PAYMENT. There will be no retainer fee paid to the Contractor on behalf of the County for visits made to the Shelter for oversight or otherwise. However, the County shall pay the normal and customary charges for any and all veterinary services and hospital expenses incurred at the veterinary facility including professional fees, pharmaceuticals, supplies, equipment, and other expenses related to the care and treatment of animals housed by the Shelter and for treatment of its animals.
- V. TERMS OF AGREEMENT. This agreement is for a period of three (3) years, absent notice by either party this contract will automatically renew for the following month on the same terms and conditions as set out herein. Any amendment to the terms and conditions set out herein shall be in writing and signed by each of the parties. This agreement may be terminated at any time by mutual written consent or upon ten days advance written notice by either party. If terminated by the County, any payments previously made will be retained by the Contractor.
- VI. TAXES. The Contractor understands that it is responsible for any tax liability arising from this Agreement specifically, including any tax withholding for its employees. The County shall not be responsible for, nor indemnify the Contractor for, any federal, state, or local taxes, which may be imposed or levied upon the subject matter of this Agreement.
- VII. RELATIONSHIP OF PARTIES. It is understood by the parties that Dr. Mark Forde is an independent contractor and not an employee of the County. The County will not provide any benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor.
- VIII. EMPLOYEES. The Contractor's employees, if any, who perform services under this Agreement shall also be bound by the provisions of this Agreement. At the request of the County, the Contractor shall provide adequate evidence that such persons are the Contractor's employees.
- IX. INJURIES. The Contractor acknowledges its obligation to obtain appropriate insurance coverage for the benefit of the Contractor (and the Contractor's employees, if any). The Contractor waives any rights to recovery from the County for any injuries that the Contractor (and/or the Contractor's employees) may sustain while performing services under this Agreement and that are a result of the negligence of the Contractor or the Contractor's employees.
- X. COMPLIANCE WITH LAWS. The Contractor shall comply with all state and federal laws, County ordinances, rules, regulations, policies, and directives relating to the services to be performed hereunder. The Contractor understands that absolutely no alcohol or unlawful drugs are allowed on the County's premises at any time.

- XI. NONDISCRIMINATION. The Contractor agrees to not unlawfully discriminate against any person because of race, religion, creed, color, age, sex, disability or national origin of ancestry in the execution and fulfillment of this Agreement.
- XII. INDEMNIFICATION. Neither party will agree to indemnify or hold the other harmless from any claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the County or the Contractor that result from the acts or omissions of either party or its employees or agents.
- XIII. ASSIGNMENT. The Contractor's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the County.
- XIV. RETURN OF RECORDS. Upon termination of this Agreement, the Contractor shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in the Contractor's possession or under the Contractor's control and that are the County's property or relate to the County's business. It is specifically agreed by the parties that any veterinary records, reports, and other documents created by the Contractor at the Shelter shall be the County's property and shall remain at the Shelter. Any veterinary records, reports, and other documents created by the Contractor's office or any other veterinary facility shall remain property of the Contractor; however, the County shall be provided a copy of such documents.
- XV. E-VERIFY. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
- XVI. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for Contractor:

If for Madison County:

Rod Honeycutt, Madison County Manager
P.O. Box 579
Marshall, NC 28753

Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

- XVII. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties.

- XVIII. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
- XIX. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- XX. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.
- XXI. APPLICABLE LAW. The agreement shall be governed by the law of the State of North Carolina. Any term of this Agreement that does not comply with applicable law will not be effective if the law does not expressly or impliedly permit variation by agreement. If any part of this Agreement cannot be enforced according to its terms, this fact will not affect the balance of this agreement.

IN WITNESS WHEREOF, the parties have hereto executed this agreement as of the day and year first above written.

MADISON COUNTY

By: 

Matt Wechtel, Chairman

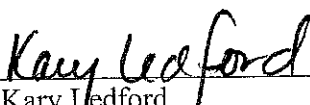
CONTRACTOR

By: 

Mark Forde, D.V.M.

PRE-AUDIT CERTIFICATE

This contract has been pre-audited by the County Finance Officer in the manner required by the Local Government Budget and Fiscal Control Act.


Kary Ledford
Finance Officer

Grant Project Ordinance for the County of Madison, NC for the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) provided by the American Rescue Plan Act (ARPA)

BE IT ORDAINED by the County of Madison, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: This ordinance is to establish a budget to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (CSLFRF). The County of Madison has received \$4,225,654. These funds may be used to the extent authorized by state law.

Section 2: Madison County Government has elected to take the standard allowance, as authorized by 31.CFR Part 35.6(d)(1) and expend all ARP/CSLFRF funds for the provision of government services.

Section 3: The following amounts are appropriate for the project and authorized for expenditure:

Internal Project Code	Project Description	Expenditure Category (EC)	Cost Object	Appropriation of ARP/CSLFRF Funds
4310	Public Safety Services for period of July 1, 2021 through March 31, 2023	6.1	Salaries	\$2,918,020
			Benefits	\$907,634
4331	Emergency Management services for period of July 1, 2021 through March 31, 2023	6.1	Salaries	\$250,000
			Benefits	\$50,000
6500	Broadband Services (GREAT Grant Match, \$50,000 for FBEMC, \$50,000 for Skyrunner)	6.1	Match	\$100,000
	TOTAL			\$4,225,654

Section 4: The Federal Funds Manager working under the direction of the County Finance Officer is hereby directed to maintain sufficient, detailed accounting records to satisfy the requirements of the grantor agency in concurrence with the grant agreements. including payroll documentation and effort certifications, in accordance with 2 CFR 200.430 & 2 CFR 200.431 and the County's Uniform Guidance Allowable Costs and Cost Principles Policy.

Section 5: The Federal Funds Manager working under the direction of the County Finance Officer is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

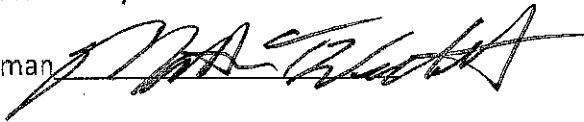
Section 6: Copies of this grant project ordinance shall be furnished to the Board of Commissioners and voted on in a public meeting.

Section 7: This grant project ordinance expires on December 31, 2026, or when all the ARP/CSLFRF funds have been obligated, expended and all final reports have been completed, whichever occurs sooner.

Adopted on this 10 day of October 2023

Madison County Board of Commissioners

Chairman



STATE OF NORTH CAROLINA
Department of
Agriculture and Consumer Services

\$ 306,618.00
Total Cooperative Appropriation
\$ 199,302.00 State
\$ 107,316.00 County
\$ 26,581.00 (If Applicable)
\$ 133,897.00 County Total (If Applicable)

AGREEMENT FOR THE PROTECTION, DEVELOPMENT AND IMPROVEMENT
OF FOREST LANDS IN MADISON COUNTY NORTH CAROLINA

THIS AGREEMENT is made under the authority of **Chapter 106, Article 75, of the North Carolina General Statutes, including N.C. Gen. Stat. § 106-906, titled "Cooperation between counties and State in forest protection and development,"** by and between the North Carolina Department of Agriculture and Consumer Services (hereinafter called the Department), party of the first part, and the Board of Commissioners of **MADISON COUNTY** in the State of North Carolina (hereinafter called the Board), party of the second part.

WHEREAS, the Board recognizing the need for active forest protection, development, reforestation, management and improvement in **MADISON COUNTY** has accepted the offer of the Department for cooperation in accomplishing this object; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties contract and agree to maintain a legally appointed and equipped Forest Service office to support said county at the joint cost of the State and County, insofar as the joint funds will permit, as follows:

Part I. THE DEPARTMENT AGREES:

1. To select and employ permanent and temporary position(s) in order to successfully execute the mission of the NC Forest Service and to support the forestry program in said county. These positions include:
 - A) 1 County/Area Ranger(s) assigned for the purposes of controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.
 - B) 1 Assistant County Ranger(s) for the purposes of assisting under the direction, supervision, and/or oversight of the County/Area Ranger in controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires;

- for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.
- C) 0.13 Forestry Management Clerk for purposes of providing administrative support, serving as the back-up administrative contact for the assigned district, counties within the district, or unit, and serving as the primary contact for forest management administrative business within the assigned district.
- D) Temporary position(s) on an as-needed basis.
2. To furnish position(s) so employed a badge of office, stationery and report forms, instructional posters for use in the County, leaflets for distributing to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements insofar as the joint funds will permit.
 3. To pay the identified position(s) for all official services rendered at a fair rate of pay. Rates of pay are to be established by the Department in accordance with existing State salary administration policy.
 4. To direct, supervise, instruct, and inspect, through its agents, the work and conduct of each position, to discipline and, when necessary, discharge such position(s).
 5. To submit to the Board monthly, or at other mutually satisfactory intervals, an itemized statement of all monies to be paid by the County and those paid by the Department for the work conducted pursuant to this Agreement within said County.

State Funding

6. To make available annually from State, Federal, and other funds allotted to it, the sum of One Hundred Ninety Nine Thousand Three Hundred Two Dollars (\$199,302.00) as its share of an annual budget of Three Hundred Six Thousand Six Hundred Eighteen Dollars (\$306,618.00) for carrying on the above listed work in said County.

Part II. THE BOARD AGREES:

7. To pay the Department 35% of the total cost of the salary of position(s) specified in Part I.1 above and expenses and other proper expenditures made in connection with the overall forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.

County Funding

8. To appropriate annually the sum of One Hundred Seven Thousand Three Hundred Sixteen Dollars (\$107,316.00), which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget for carrying on work listed in this Agreement in said County.
9. In addition to and as mutually agreed between the Department and the Board, the county may agree to cover 100% of a position or positions. The amounts will be added to the standard county percentage sum and listed below. The position(s) will be identified below as applicable and will be in addition to the amounts listed in section:
 - A) 1 Smokechaser(s)

10. For section 8, To appropriate annually an additional sum of Twenty Six Thousand Five Hundred Eighty One Dollars (\$26,581.00) which sum shall be available for expenditure under the terms of this Agreement, and shall represent an addition to the County's share of the annual budget for carrying on work listed in this Agreement in said County.

Part III. IT IS EXPRESSLY AGREED AND UNDERSTOOD BY BOTH PARTIES:

11. That this Agreement becomes effective July 1, 2023, and lasts through June 30, 2024.
12. Payments made for services rendered in a prior contract period will apply toward the contract period in which the services were rendered and not toward the contract period when the payments are made.

That the annual appropriations as set forth above may be revised in writing by mutual agreement between the Department and the Board, based on the amount of annual appropriation desirable for the proper conduct of the Forestry work. Such revision shall become effective at the beginning of the stated Fiscal Year. The Fiscal Year begins on July 1 and ends on June 30. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties.

13. That this Agreement may be modified only in writing and upon execution by both parties.
14. That the Board reimburse the Department as provided in Part II of this Agreement by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's monthly statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.
15. The title to all improvements and equipment purchased and/or constructed in connection with this Agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this Agreement is in effect, or as long as they are needed by the Department for the proper conduct of the work therein.
16. That the County/Area Ranger periodically or at the request of the Board, shall present to the Board statements of the work being done within the County, so that said Board may be always informed regarding the Forestry finances and activities within the County.

IN WITNESS WHEREOF, the said parties do hereunto affix their names and seals upon the date herein below specified.

For the Board of County Commissioners of MADISON COUNTY

Date

October 10, 2023

[Signature] Chairman, Board of Commissioners
County Manager

Provisions for the payment of the monies to fall due under this Agreement have been made by appropriation duly made or by bonds or notes duly authorized and this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

Date October 10, 2023

Kay Ledford County Finance Officer

For the North Carolina Department of Agriculture and Consumer Services

Date _____ Signature _____

N. David Smith
Chief Deputy Commissioner

**DISTRIBUTION REQUEST
NEEDS-BASED PUBLIC SCHOOL CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Date of Request: October 4, 2023

DPI US
Approv
Date:

County: Madison County
 Address: 107 Elizabeth Lane, Marshall, NC 28753
 LEA: Madison County Schools
 Address: 5738 US 25/70 Hwy, Marshall, NC 28753

Contact Person: Michael Wallin
 Title: CFO
 Phone: 828-649-9276
 Email: mwallin@madisonk12.net

Project Title: Madison County Schools' Stadium Renovation Project
 Project Address: 5740 US 25/70 Hwy, Marshall, NC 28753

The Needs-Based Public School Capital Fund is governed by Article 38B of GS 115C-546. The purpose of the NBPSCF is to assist counties with their critical public school building capital needs. Grant funds may be used for construction of new public school buildings, as well as additions, repairs, and renovations to existing public school buildings. Grant funds cannot be used for real property acquisition, or for capital improvements to administrative buildings. Grant funds may be utilized for a lease agreement per GS 115C-546.13. **Do Not use this Distribution Request Form for lease payments.**

Total Project Costs (per signed agreement)	State Grant		Local Match		Total
Planning / Design	\$ _____	+	\$ _____	=	\$ _____
Construction	\$ 2,380,000	+	\$ 119,000	=	\$ 2,499,000
Other	\$ _____	+	\$ _____	=	\$ _____
Total	\$ 2,380,000	+	\$ 119,000	=	\$ 2,499,000

Design Firm: LS3P 14 O'Henry Ave., Suite 210, Asheville, NC 28801
 Date of Design Contract: 10/14/2021 Bid Date (actual estimated): 9/14/2022
 General Contractor: H&M Constructors Date of Construction Contract: 9/26/2022
 Construction Start Date (actual estimated): 11/30/2022 Completion Date (actual estimated): 1/15/2024

Local Matching Fund Requirement: 1:1 | 1:3 --- or --- 0% | 5% | 15% | 25% | 35%

Source(s) of matching funds: Local and Capital Outlay Funds

Project Costs (as of date): <u>09/30/2023</u>	State Grant		Local Match		Total
Planning / Design	\$ _____	+	\$ _____	=	\$ _____
Construction	\$ 1,707,095.98	+	\$ 119,000.00	=	\$ 1,826,095.98
Other	\$ _____	+	\$ _____	=	\$ _____
Total	\$ 1,707,095.98	+	\$ 119,000.00	=	\$ 1,826,095.98

Grant Funds Requested	All Prior Requests		This Request		Total
Planning / Design	\$ _____	+	\$ _____	=	\$ _____
Construction	\$ 1,479,607.76	+	\$ 227,488.22	=	\$ 1,707,095.98
Other	\$ _____	+	\$ _____	=	\$ _____
Total	\$ 1,479,607.76	+	\$ 227,488.22	=	\$ 1,707,095.98

Supporting Documentation: *At DPI's request, submit documentation to DPI substantiating project expenditures identified here.*

Reporting Requirements

We, the undersigned, agree to submit a report describing the progress of this project, including State and Local amounts expended, as follows: 1) with each distribution request; 2) annually on or before April 1 of each year; and 3) within 90 days following completion of the project (final payment). We certify that the project herein described is within the parameters set forth in Article 38B of GS 115C-546, and that all the required local funding is available and designated as a Local Match for this project. We certify that Local Matching Funds are derived from non-State and non-Federal funds and will be expended along with Needs-Based Grant funds as the project progresses.


 (Signature - Chair, County Commissioners)

October 10, 2023
 (Date)

(Signature - Chair, Board of Education)

(Date)

**DISTRIBUTION REQUEST
NEEDS-BASED PUBLIC SCHOOL CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Date of Request: October 5, 2023

DPI USE ONLY
Approved:
Date:

County: Madison County
 Address: 107 Elizabeth Lane, Marshall, NC 28753
 LEA: Madison County Schools
 Address: 5738 US 25/70 Hwy, Marshall, NC 28753

Contact Person: Michael Wallin
 Title: CFO
 Phone: 828-649-9276
 Email: mwallin@madisonk12.net

Project Title: Madison County Schools' Stadium Renovation Project
 Project Address: 5740 US 25/70 Hwy, Marshall, NC 28753

The Needs-Based Public School Capital Fund is governed by Article 38B of GS 115C-546. The purpose of the NBPSCF is to assist counties with their critical public school building capital needs. Grant funds may be used for construction of new public school buildings, as well as additions, repairs, and renovations to existing public school buildings. Grant funds cannot be used for real property acquisition, or for capital improvements to administrative buildings. Grant funds may be utilized for a lease agreement per GS 115C-546.13. **Do Not use this Distribution Request Form for lease payments.**

Total Project Costs (per signed agreement)	State Grant		Local Match		Total
Planning / Design	\$ _____	+	\$ _____	=	\$ _____
Construction	\$ 2,380,000	+	\$ 119,000	=	\$ 2,499,000
Other	\$ _____	+	\$ _____	=	\$ _____
Total	\$ 2,380,000	+	\$ 119,000	=	\$ 2,499,000

Design Firm: LS3P 14 O'Henry Ave., Suite 210, Asheville, NC 28801
 Date of Design Contract: 10/14/2021 Bid Date (actual estimated): 9/14/2022
 General Contractor: H&M Constructors Date of Construction Contract: 9/26/2022
 Construction Start Date (actual estimated): 11/30/2022 Completion Date (actual estimated): 1/15/2024

Local Matching Fund Requirement: 1:1 | 1:3 | or 0% | 5% | 15% | 25% | 35%

Source(s) of matching funds: Local and Capital Outlay Funds

Project Costs (as of date): <u>10/5/2023</u>	State Grant		Local Match		Total
Planning / Design	\$ _____	+	\$ _____	=	\$ _____
Construction	\$ 2,380,000	+	\$ 119,000.00	=	\$ 2,499,000
Other	\$ _____	+	\$ _____	=	\$ _____
Total	\$ 2,380,000	+	\$ 119,000.00	=	\$ 2,499,000

Grant Funds Requested	All Prior Requests		This Request		Total
Planning / Design	\$ _____	+	\$ _____	=	\$ _____
Construction	\$ 1,707,095.98	+	\$ 672,904.02	=	\$ 2,380,000
Other	\$ _____	+	\$ _____	=	\$ _____
Total	\$ 1,707,095.98	+	\$ 672,904.02	=	\$ 2,380,000

Supporting Documentation: *At DPI's request, submit documentation to DPI substantiating project expenditures identified here.*

Reporting Requirements

We, the undersigned, agree to submit a report describing the progress of this project, including State and Local amounts expended, as follows: 1) with each distribution request; 2) annually on or before April 1 of each year; and 3) within 90 days following completion of the project (final payment). We certify that the project herein described is within the parameters set forth in Article 38B of GS 115C-546, and that all the required local funding is available and designated as a Local Match for this project. We certify that Local Matching Funds are derived from non-State and non-Federal funds and will be expended along with Needs-Based Grand funds as the project progresses.


 (Signature - Chair, County Commissioners)

October 10, 2023
 (Date)

(Signature - Chair, Board of Education)

(Date)

RESOLUTION

A Resolution by the Madison County Board of Commissioners (hereinafter, "Board") delegating the authority to make exemptions from NCGS 143-64.31.

THAT WHEREAS G.S. 143-64.31 requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services, and design-build services (collectively "design services") to be based on qualifications and without regard to fee;

WHEREAS G.S. 143-64.32 authorizes units of local government to exempt, in writing, contracts for design services from the qualifications-based selection requirements of G.S. 143-64.31 if the estimated fee is less than \$50,000.00 (hereinafter, "the exemption");

WHEREAS the Board desires to delegate to the County Manager the authority to make the exemption and to further ratify any such exemption heretofore made on behalf of the Board.

NOW THEREFORE, be it hereby **RESOLVED** by the Madison County Board of Commissioners that:

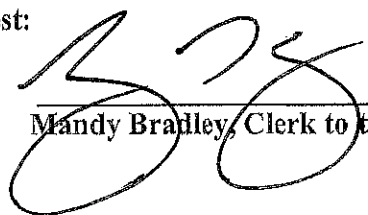
1. The Board shall delegate the authority to make the exemption to the County Manager.
2. This resolution shall be effective upon adoption.

This the 10 day of October 2023.

MADISON COUNTY BOARD OF COMMISSIONERS


Matt Wechtel, Chair
Madison County Board of Commissioners

Attest:


Mandy Bradley, Clerk to the Board

Application for Transportation Operating Assistance
FY2024 Rural Operating Assistance Program (ROAP) Funds

Name of Applicant (County)	Madison
County Manager	Rod Honeycutt
County Manager's Email Address	Rhoneycutt@madisoncountync.gov
County Finance Officer	Kary Ledford
CFO's Email Address	Kledford@madisoncountync.gov
CFO's Phone Number	828-649-2854
Person Completing this Application	Kathy Proffitt
Person's Job Title	Fiscal Officer Operation Manager
Person's Email Address	Kproffitt@madisoncountync.gov
Person's Phone Number	828-649-2219
Community Transportation System	Madison County Transportation Authority
Name of Transit Contact Person	Daniel Metcalf
Transit Contact Person's Email Address	Dmetcalf@madisoncountync.gov

Application Completed by: *Kathy Proffitt* Date: 9-29-23
Signature

I certify that the content of this application is complete and accurately describes the county's administration of the ROAP Program, and the use of the ROAP funds in accordance with applicable state guidelines. I certify and understand that if the monthly and annual milestone reports and any other status reports required by the Integrated Mobility Division (IMD) are not submitted on or before the due dates, the next scheduled disbursement will be held until all reports are submitted.

I further certify that ROAP funds will only be used for program purposes to provide trips and will not be used for Administrative or Operational expenses. If it is determined that ROAP funds have been misused, repayment of funds must be made.

Transit Director: *Daniel Metcalf* Date: 9/27/23
Signature

County Manager: *Rod Honeycutt* Date: October 10, 2023
Signature

County Finance Officer: *Kary Ledford* Date: 10/10/23
Signature

Transportation Needs and Public Involvement in Funding Decisions	Yes	No
<p>A. Did the county ask the Community Transportation Advisory Board (TAB), which is affiliated with the Community Transportation System, to recommend how the ROAP funds should be sub-allocated?</p> <p>If no, how were recommendations made and by whom? <i>(Type here)</i></p> <p>How many individuals assisted in the determination? <i>(List number here)</i></p>	Yes	
<p>B. Were outreach efforts conducted to inform agencies about the availability of ROAP funds and to discuss transportation needs BEFORE the county decided how to sub-allocate the ROAP funds?</p>	Yes	
<p>C. Is the method used to sub-allocate the ROAP funds fair and equitable? Open and transparent?</p>	Yes	
Fiducial Management of ROAP Funds	Yes	No
<p>D. Does the county pass through any ROAP funds to agencies or organizations that are not county governmental departments or agencies?</p>		No
<p>E. If yes, does the county have a written agreement with these agencies that addresses the proper use, return and accountability of these funds? <i>(Include a sample agreement with application)</i></p>		
<p>F. Do any of the organizations or departments receiving ROAP funds plan to use private transit contractors to provide the ROAP funded trips? <i>(Their procurement practices will need to meet all federal and state requirements for procurement of professional services.)</i></p>		No
<p>G. Are ROAP funds deposited in an interest-bearing account?</p>		No
<p>H. Does the county provide local funds for transportation operating assistance to any of the ROAP sub-recipients in addition to the state ROAP funds?</p>	Yes	
Monitoring and Oversight Responsibilities	Yes	No
<p>I. Subrecipients of ROAP funds are required to provide sufficiently detailed progress reports and statistical data about trips provided and rider eligibility with ROAP funds. How frequently are these provided to the county? In what format? The County must be prepared to provide documentation that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance, at a specific cost.</p> <p>What form of documentation is collected? N/A.</p>		N/A
<p>J. Does the county require the subrecipients of ROAP funds to use the coordinated transportation services of the federally funded Community Transportation System operating in the county?</p>		N/A
<p>K. Will any of the subrecipients use their ROAP sub-allocation as matching funds for any of the following programs? <i>(Matching funds for operating assistance or purchase of service only.)</i></p> <p>5310 -- Elderly Individuals and Individuals with Disabilities Program</p> <p>5311 - Non-urbanized Area Formula Program</p> <p>5316 -- Job Access and Reverse Commute Program (JARC)</p> <p>5317 -- New Freedom Program</p>		
<p>L. Will any of the subrecipients charge a fare for a ROAP funded trip? If yes, which programs. N/A</p>		
<p>M. Describe the eligibility criteria to be used in this county to determine who will be provided ROAP-funded trips. What documents are used to determine eligibility? N/A</p>		

CERTIFIED STATEMENT
FY2024
RURAL OPERATING ASSISTANCE PROGRAM
County of Madison

WHEREAS, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Integrated Mobility Division provides funding for the operating cost of passenger trips for counties within the state;

WHEREAS, the county uses the most recent transportation plans (i.e., CCP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

WHEREAS, the county government or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with the municipalities or counties served) are the only eligible recipients of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP State Management Plan. NCDOT will disburse the ROAP funds only to counties and eligible transportation authorities and not to any sub-recipients selected by the county;

WHEREAS, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

WHEREAS, the passenger trips provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race, or gender (FTA C 4702.1B, FTA C 4704.1A, Americans with Disabilities Act 1990); and

WHEREAS, the period of performance for these funds will be July 1, 2023 to June 30, 2024 regardless of the date on which ROAP funds are disbursed to the county.

NOW, THEREFORE, by signing below, the duly authorized representatives of the County of Madison, North Carolina certify that the following statements are true and accurate:

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low-income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips for at least five years that prove that an eligible citizen was provided an eligible transportation service on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality, and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state and federal guidelines.

- The county will conduct regular evaluations of ROAP funded passenger trips provided throughout the period of performance.
- The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county will notify the Regional Grant Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county will provide an accounting of trips and expenditures in monthly reports to NCDOT – Integrated Mobility Division or its designee. Back-up documentation is required to support the monthly reports, failure to provide documentation will affect future disbursements. The June report will be considered the annual report.
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amount of FY2024 Rural Operating Assistance Program funds:

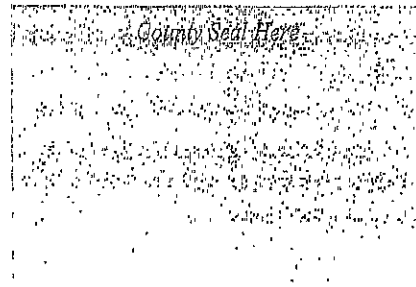
State-Funded Rural Operating Assistance Program	Allocated	Requested
Elderly and Disabled Transportation Assistance Program (EDTAP)	49,402	49,402
Employment Transportation Assistance Program (EMPL)	5,916	5,916
Rural General Public Program (RGP)	8,800	8,800
TOTAL	64,118	64,118

WITNESS my hand and county seal, this ____ day of ____, 20__.

Kary Leaford
 Signature of County Manager/Administrator **Finance Officer**
Kary Leaford
 Printed Name of County Manager/Administrator **Finance Officer**

Mark Wechtel
 Signature of County Finance Officer **Commissioner Chair**
Mark Wechtel
 Printed Name of County Finance Officer **Commissioner**

State of North Carolina County of Madison



FY 2024 ROAP Application Submission Checklist

	Applicant Name Here →	Madison County	Due Date (not later than)
	ITEM	Signed & Scanned Copy to PTD	
<input checked="" type="checkbox"/>	<u>Certifications</u> Certification Statement		10/11/2023
<input checked="" type="checkbox"/>	<u>Program Documents</u> FY 2024 ROAP Program Application		10/11/2023
<input checked="" type="checkbox"/>	<u>Other Documents</u> ROAP Application Submission Checklist		10/11/2023

All documents must be scanned separately and submitted in the Drop Box in Enterprise Business Services (EBS) by the County Finance Director or the leader of the Community Transportation System in your county.

IMPORTANT!!

NCDOT will not accept any ROAP documents that are mailed or emailed to our office.

Harnett	\$ 106,699	\$ 19,395	\$ 159,494	\$ 285,588
Haywood	\$ 91,126	\$ 1,677	\$ 82,747	\$ 175,550
Henderson	\$ 86,872	\$ 24,821	\$ 61,792	\$ 173,485
Hertford	\$ 6,133	\$ 8,071	\$ 72,857	\$ 87,061
Hoke	\$ 74,544	\$ 16,211	\$ 69,254	\$ 160,009
Hyde	\$ 41,167	\$ 5,206	\$ 31,298	\$ 77,671
Iredell	\$ 125,370	\$ 46,145	\$ 113,412	\$ 284,927
Jackson	\$ 77,426	\$ 14,161	\$ 87,683	\$ 179,270
Johnston	\$ 127,406	\$ 48,147	\$ 191,410	\$ 366,963
Jones	\$ 62,573	\$ 2,448	\$ 10,255	\$ 75,276
Lee	\$ 80,159	\$ 19,438	\$ 110,577	\$ 210,174
Lenoir	\$ 94,285	\$ 19,161	\$ 112,367	\$ 225,813
Lincoln	\$ 97,161	\$ 24,317	\$ 62,835	\$ 184,313
Macon	\$ 78,285	\$ 12,367	\$ 84,266	\$ 174,918
Madison	\$ 49,402	\$ 5,916	\$ 8,800	\$ 64,118
Martin	\$ 70,967	\$ 8,827	\$ 48,972	\$ 128,766
McDowell	\$ 86,225	\$ 14,709	\$ 96,435	\$ 197,369
Mecklenburg	\$ 361,539	\$ 299	\$ 36,630	\$ 398,468
Mitchell	\$ 66,100	\$ 7,281	\$ 56,077	\$ 129,458
Montgomery	\$ 64,298	\$ 9,981	\$ 49,312	\$ 123,591
Moore	\$ 98,173	\$ 26,015	\$ 119,883	\$ 244,071
Nash	\$ 17,625	\$ 35	\$ 252	\$ 17,912
New Hanover	\$ 149,298	\$ 60,618	\$ 51,925	\$ 261,841
Northampton	\$ 59,852	\$ 8,979	\$ 71,275	\$ 140,106
Onslow	\$ 115,854	\$ 46,514	\$ 126,495	\$ 288,863
Orange	\$ 103,088	\$ 37,740	\$ 88,942	\$ 229,770
Pamlico	\$ 64,395	\$ 265	\$ 49,740	\$ 114,400
Pasquotank	\$ 75,570	\$ 14,976	\$ 91,672	\$ 182,218
Pender	\$ 48,923	\$ 17,766	\$ 102,016	\$ 168,705
Perquimans	\$ 64,829	\$ 6,574	\$ 61,774	\$ 133,177
Person	\$ 77,821	\$ 13,792	\$ 90,356	\$ 181,969
Pitt	\$ 112,243	\$ 50,608	\$ 102,319	\$ 265,170
Polk	\$ 20,298	\$ 7,580	\$ 217	\$ 28,095
Randolph	\$ 91,499	\$ 10,942	\$ 142,024	\$ 244,465
Richmond	\$ 87,232	\$ 20	\$ 85,844	\$ 173,096
Robeson	\$ 129,452	\$ 41,633	\$ 137,623	\$ 308,708
Rockingham	\$ 113,624	\$ 28,339	\$ 149,889	\$ 291,852
Rowan	\$ 88,306	\$ 40,057	\$ 2,482	\$ 130,845
Rutherford	\$ 100,062	\$ 17,206	\$ 121,503	\$ 238,771
Sampson	\$ 90,097	\$ 20,360	\$ 116,692	\$ 227,149
Scotland	\$ 57,851	\$ 12,186	\$ 49,357	\$ 119,394
Stanly	\$ 77,734	\$ 18,468	\$ 113,564	\$ 209,766
Stokes	\$ 81,692	\$ 9,387	\$ 81,290	\$ 172,369
Surry	\$ 98,212	\$ 21,802	\$ 124,461	\$ 244,475
Swain	\$ 19,083	\$ 8,067	\$ 57,824	\$ 84,974
Transylvania	\$ 58,694	\$ 8,434	\$ 83,094	\$ 150,222
Tyrrell	\$ 47,126	\$ 859	\$ 46,637	\$ 94,622

CONTRACT AMENDMENT
Contract #92100162

The Agreement entered into between the City of Asheville and Madison County
(contractor), dated July 1, 2019, is hereby amended according to the terms below.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

WHEREAS, the City desires to amend certain terms and conditions set forth in the Contract and Contractor is willing to amend said terms and conditions set forth herein; and

WHEREAS, on 13th day of June, 2023, via Resolution No. 23-131 the City Council authorized the City Manager to execute a contract in the amount of \$14,745.00 in order to execute the scope of services under the contract;

WHEREAS, the contract between the City and Contractor authorizes amendments, supplements, or modifications to the contract in order to add to the scope of services under the contract;

NOW, THEREFORE, for good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the City and the Contractor agree upon the following amended terms and conditions:

1. Section A. SCOPE OF SERVICES, paragraph 3. *Duration of Agreement*: Revise contract end date from "March 20, 2023" to "March 20, 2025".
2. Explanation of Amendment:

Extension of the contract to Grant NC-2021-081-00's approved Period of Performance End Date of 3/20/25. Extension will ensure completion of the originally approved project goals. No Fiscal Impact.

3. The effective date of this amendment is:

March 21, 2023

4. ENTIRE AGREEMENT. Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and

CONTRACT AMENDMENT

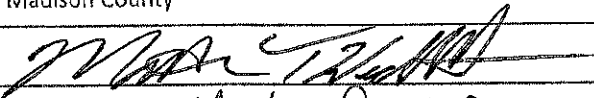
Contract #92100162

enforceable obligations to the parties. This Amendment and the Agreement (including any prior written amendments or change orders), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

5. **E-VERIFY EMPLOYER COMPLIANCE:** By executing this contract, Contractor and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes shall comply with E-Verify requirements to contract 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. E-verify can be accessed via this link: e-verify.gov

6. **NON-APPROPRIATION.** All funds for this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City for the services to be provided under the Contract to be entered into pursuant to this renewal agreement, the City will terminate the contract without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract are spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of the Contract, cancellation shall be accepted by the Contractor on (10) ten day's prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under the Agreement beyond the date of termination.

Agreed to and executed by authorized officials as of the day and date indicated below.

Company Name:	Madison County
Authorized Signature:	
Printed Name:	Rod Honeycutt Matt Wechtel
Title of Person Signing:	County Manager County Commissioner
Date:	October 10, 2023

This Amendment is contingent upon executed signatures from the Department Director, the Pre-Audit Statement Authorized Signer and the City Manager (if applicable). SeamlessDoc signature page to be routed by the Purchasing Department.

****See Seamless Doc for signatures.****

****Department staff must ensure a finalized copy is sent to the Contractor.****

CONTRACT AMENDMENT

Contract #92100162

COA INTERNAL USE ONLY: MUNIS CONTRACT AMENDMENT

Prepared By: Nicole Hart

Munis Change Order #: 5 Date Prepared: 5/18/23

Contract Amendment#: 5 Department/Division: Transportation

Description of Change: Extension of the contract to Grant NC-2021-031-00's approved Period of Performance End Date of 3/20/25. Extension will ensure completion of the originally approved project goals. No Fiscal Impact.

Effective Date	Funding Code Org	Funding Code Object	Funding Code Project
3/21/23	65100951	527102	T2104

The formula is A +/- B = C Year of Term of Contract (Renewal Year or Multi-Year) (Example: Year 2 of 3 Only for renewal or multi-year)	A Current Amount of Munis Contract (as shown in the Total - Revised Box prior to change order entry, on Original page)	B Amount to Add/Reduce in Munis on this Munis Contract Change Order	C Final Total for this Munis Contract Change Order (as shown in the Totals - Revised Box, on Change Order page)
4 of 4	\$14,745.00	0	\$14,745.00

Guidance for keying this in Munis: In the example below, if you wanted to add \$1,000 to the contract you would key in 6,600 on the line below. If you wanted to reduce by \$1,000, you would key in 4,600. Once you have entered your amount and click on Accept, the balances at the bottom of the screen will be recalculated automatically.

MAIN RETAINAGE ACCOUNTS ITEMS SUBCONTRACTORS INSURANCE

Line	Year	Org	Object	Project	Description	Amount	GL Bud
5	2022	11000033	521001		Contracted Services	5,600.00	U

This contract amendment incorporates all of the provisions of the contract and all provisions shall remain in full force and effect except as stated in the attached change order. Payment shall be made after the work is completed and accepted by the City unless stated differently in writing.

COUNCIL APPROVAL REQUIRED FOR CONTRACTS:	Resolution No.:
<ul style="list-style-type: none"> • General Services and Professional Services Contracts \$90,000.00 and above • Informal Construction Contracts from \$100,000.00 to \$499,999.99 • Formal Construction Contracts \$500,000 and above 	23-131

CONTRACT AMENDMENT

Contract #92100162

-
- See Seamless Doc for signatures from Department Director, Pre-audit statement authorized signer, and City Manager (if required).

CONTRACT AMENDMENT

Contract #92100162

The Agreement entered into between the City of Asheville and Madison County
(contractor), dated July 1, 2019, is hereby amended according to the terms below.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

WHEREAS, the City desires to amend certain terms and conditions set forth in the Contract and Contractor is willing to amend said terms and conditions set forth herein; and

WHEREAS, on 13th day of June, 2023, via Resolution No. 23-131 the City Council authorized the City Manager to execute a contract in the amount of \$14,745.00 in order to execute the scope of services under the contract;

WHEREAS, the contract between the City and Contractor authorizes amendments, supplements, or modifications to the contract in order to add to the scope of services under the contract;

NOW, THEREFORE, for good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the City and the Contractor agree upon the following amended terms and conditions:

1. Section A. SCOPE OF SERVICES, paragraph 3. *Duration of Agreement*: Revise contract end date from "March 20, 2023" to "March 20, 2025".
2. Explanation of Amendment:

Extension of the contract to Grant NC-2021-031-00's approved Period of Performance End Date of 3/20/25. Extension will ensure completion of the originally approved project goals. No fiscal impact.

3. The effective date of this amendment is:

March 21, 2023

4. ENTIRE AGREEMENT. Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and

CONTRACT AMENDMENT

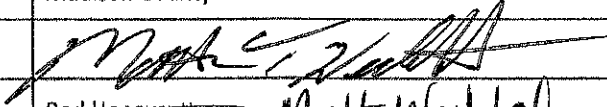
Contract #92100162

enforceable obligations to the parties. This Amendment and the Agreement (including any prior written amendments or change orders), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

5. **E-VERIFY EMPLOYER COMPLIANCE:** By executing this contract, Contractor and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes shall comply with E-Verify requirements to contract 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. E-verify can be accessed via this link: e-verify.gov

6. **NON-APPROPRIATION.** All funds for this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City for the services to be provided under the Contract to be entered into pursuant to this renewal agreement, the City will terminate the contract without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract are spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of the Contract, cancellation shall be accepted by the Contractor on (10) ten day's prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under the Agreement beyond the date of termination.

Agreed to and executed by authorized officials as of the day and date indicated below.

Company Name:	Madison County
Authorized Signature:	
Printed Name:	Rod Honeycutt Matt Wechtel
Title of Person Signing:	County Manager County Commissioner
Date:	October 10, 2023

This Amendment is contingent upon executed signatures from the Department Director, the Pre-Audit Statement Authorized Signer and the City Manager (if applicable). SeamlessDoc signature page to be routed by the Purchasing Department.

****See Seamless Doc for signatures.****

****Department staff must ensure a finalized copy is sent to the Contractor.****

CONTRACT AMENDMENT

Contract #92100162

COA INTERNAL USE ONLY: MUNIS CONTRACT AMENDMENT

Prepared By: Nicole Hart

Munis Change Order #: 5

Date Prepared: 5/18/23

Contract Amendment#: 5 Department/Division: Transportation

Extension of the contract to Grant NC-2021-031-00's approved Period of Performance End Date of 3/20/25. Extension will ensure completion of the originally approved project goals. No Fiscal Impact.

Description of Change: _____

Effective Date	Funding Code Org	Funding Code Object	Funding Code Project
3/21/23	65100951	527102	T2104

The formula is A +/- B = C Year of Term of Contract (Renewal Year or Multi-Year) (Example: Year 2 of 3 Only for renewal or multi-year)	A Current Amount of Munis Contract (as shown in the Total - Revised Box prior to change order entry, on Original page)	B Amount to Add/Reduce in Munis on this Munis Contract Change Order	C Final Total for this Munis Contract Change Order (as shown in the Totals - Revised Box, on Change Order page)
4 of 4	\$14,745.00	0	\$14,745.00

Guidance for keying this in Munis: In the example below, if you wanted to add \$1,000 to the contract you would key in 6,600 on the line below. If you wanted to reduce by \$1,000, you would key in 4,600. Once you have entered your amount and click on Accept, the balances at the bottom of the screen will be recalculated automatically.

MAIN	RETAINAGE	ACCOUNTS	ITEMS	SUBCONTRACTORS	INSURANCE	
Line	Year	Org	Object	Project	Description	Amount Gl. Bud
5	2022	11000033	521001		Contracted Services	5,600.00 U

This contract amendment incorporates all of the provisions of the contract and all provisions shall remain in full force and effect except as stated in the attached change order. Payment shall be made after the work is completed and accepted by the City unless stated differently in writing.

COUNCIL APPROVAL REQUIRED FOR CONTRACTS:	Resolution No.:
<ul style="list-style-type: none"> • General Services and Professional Services Contracts \$90,000.00 and above • Informal Construction Contracts from \$100,000.00 to \$499,999.99 • Formal Construction Contracts \$500,000 and above 	23-131

CONTRACT AMENDMENT

Contract #92100162

-
- See Seamless Doc for signatures from Department Director, Pre-audit statement authorized signer, and City Manager (if required).

CONTRACT AMENDMENT

Contract #92200179

The Agreement entered into between the City of Asheville and Madison County

(contractor), dated July 1, 2019, is hereby amended according to the terms below.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

WHEREAS, the City desires to amend certain terms and conditions set forth in the Contract and Contractor is willing to amend said terms and conditions set forth herein; and

WHEREAS, on 19th day of June, 2023, via Resolution No. 23-131 and on 8th day of December, 2020, via Resolution No. 20-223 the City Council authorized the City Manager (or Department Director) to execute a contract in the amount of \$17,426.00 in order to execute the scope of services under the contract;

WHEREAS, the contract between the City and Contractor authorizes amendments, supplements, or modifications to the contract in order to add to the scope of services under the contract;

NOW, THEREFORE, for good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the City and the Contractor agree upon the following amended terms and conditions:

1. Section A. SCOPE OF SERVICES, paragraph 3. *Duration of Agreement*: Revise contract end date from "March 20, 2023" to "March 20, 2025".
2. Explanation of Amendment:

Extension of the contract to Grant NC-2022-003-00's approved Period of Performance End Date of 3/20/25. Extension will ensure completion of the originally approved project goals. No Fiscal Impact.

3. The effective date of this amendment is:

March 21, 2023

CONTRACT AMENDMENT

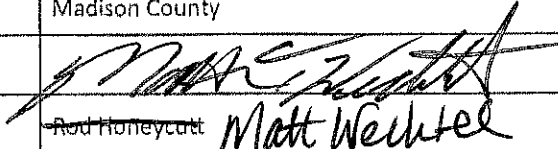
Contract #92200179

4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the Agreement (including any prior written amendments or change orders), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

5. **E-VERIFY EMPLOYER COMPLIANCE:** By executing this contract, Contractor and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes shall comply with E-Verify requirements to contract 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. E-verify can be accessed via this link: e-verify.gov

6. **NON-APPROPRIATION.** All funds for this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City for the services to be provided under the Contract to be entered into pursuant to this renewal agreement, the City will terminate the contract without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract are spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of the Contract, cancellation shall be accepted by the Contractor on (10) ten day's prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under the Agreement beyond the date of termination.

Agreed to and executed by authorized officials as of the day and date indicated below.

Company Name:	Madison County
Authorized Signature:	
Printed Name:	Rod Honeycutt Matt Wehler
Title of Person Signing:	County Manager County Commissioner
Date:	

This Amendment is contingent upon executed signatures from the Department Director, the Pre-Audit Statement Authorized Signer and the City Manager (if applicable). SeamlessDoc signature page to be routed by the Purchasing Department.

****See Seamless Doc for signatures.****

****Department staff must ensure a finalized copy is sent to the Contractor.****

CONTRACT AMENDMENT

Contract #92200179

COA INTERNAL USE ONLY: MUNIS CONTRACT AMENDMENT

Prepared By: Nicole Hart

Munis Change Order #: 3

Date Prepared: May 24, 2023

Contract Amendment#: 3

Department/Division: Transportation

Extension of the contract to Grant NC-2022-003-00's approved Period of Performance End Date of 3/20/25. Extension will ensure completion of the originally approved project goals. No Fiscal Impact.

Description of Change:

Effective Date	Funding Code Org	Funding Code Object	Funding Code Project
3/21/23	65100951	527102	T2209

The formula is A +/- B = C Year of Term of Contract (Renewal Year or Multi-Year) (Example: Year 2 of 3 Only for renewal or multi-year)	A Current Amount of Munis Contract (as shown in the Total - Revised Box prior to change order entry, on Original page)	B Amount to Add/Reduce in Munis on this Munis Contract Change Order	C Final Total for this Munis Contract Change Order (as shown in the Totals - Revised Box, on Change Order page)
Year 4 of 4	\$17,426.00	0	\$17,426.00

Guidance for keying this in Munis: In the example below, if you wanted to add \$1,000 to the contract you would key in 6,600 on the line below. If you wanted to reduce by \$1,000, you would key in 4,600. Once you have entered your amount and click on Accept, the balances at the bottom of the screen will be recalculated automatically.

MAIN	RETAINAGE	ACCOUNTS	ITEMS	SUBCONTRACTORS	INSURANCE	
Line	Year	Org	Object	Project	Description	Amount GL Bud
5	2022	11000033	521001		Contracted Services	5,600.00 U

This contract amendment incorporates all of the provisions of the contract and all provisions shall remain in full force and effect except as stated in the attached change order. Payment shall be made after the work is completed and accepted by the City unless stated differently in writing.

COUNCIL APPROVAL REQUIRED FOR CONTRACTS:	Resolution No.:
<ul style="list-style-type: none"> • General Services and Professional Services Contracts \$90,000.00 and above • Informal Construction Contracts from \$100,000.00 to \$499,999.99 • Formal Construction Contracts \$500,000 and above 	23-131 & 20-223

CONTRACT AMENDMENT

Contract #92200179

-
- See Seamless Doc for signatures from Department Director, Pre-audit statement authorized signer, and City Manager (if required).

CONTRACT AMENDMENT

Contract #92100158

The Agreement entered into between the City of Asheville and Madison County

(contractor), dated July 1, 2019, is hereby amended according to the terms below.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

WHEREAS, the City desires to amend certain terms and conditions set forth in the Contract and Contractor is willing to amend said terms and conditions set forth herein; and

WHEREAS, on 13th day of June, 2023, via Resolution No. 23-131 (if required) the City Council authorized the City Manager (or Department Director) to execute a contract in the amount of \$17,426.00 in order to execute the scope of services under the contract;

WHEREAS, the contract between the City and Contractor authorizes amendments, supplements, or modifications to the contract in order to add to the scope of services under the contract;

NOW, THEREFORE, for good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the City and the Contractor agree upon the following amended terms and conditions:

1. Section A. SCOPE OF SERVICES, paragraph 3. *Duration of Agreement*: Revise contract end date from "March 20, 2023" to "March 20, 2025".
2. Explanation of Amendment:

Extension of the contract to Grant NC-2021-031-00's approved Period of Performance End Date of 3/20/25. Extension will ensure completion of the originally approved project goals. No Fiscal Impact.

3. The effective date of this amendment is:

March 21, 2023

4. ENTIRE AGREEMENT. Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and

CONTRACT AMENDMENT

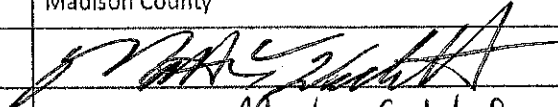
Contract #92100158

enforceable obligations to the parties. This Amendment and the Agreement (including any prior written amendments or change orders), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

5. **E-VERIFY EMPLOYER COMPLIANCE:** By executing this contract, Contractor and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes shall comply with E-Verify requirements to contract 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. E-verify can be accessed via this link: e-verify.gov

6. **NON-APPROPRIATION.** All funds for this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City for the services to be provided under the Contract to be entered into pursuant to this renewal agreement, the City will terminate the contract without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract are spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of the Contract, cancellation shall be accepted by the Contractor on (10) ten day's prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under the Agreement beyond the date of termination.

Agreed to and executed by authorized officials as of the day and date indicated below.

Company Name:	Madison County
Authorized Signature:	
Printed Name:	Rod Honeycutt Matt Wechtel
Title of Person Signing:	County Manager County Commissioner
Date:	October 10, 2023

This Amendment is contingent upon executed signatures from the Department Director, the Pre-Audit Statement Authorized Signer and the City Manager (if applicable). SeamlessDoc signature page to be routed by the Purchasing Department.

****See Seamless Doc for signatures.****

****Department staff must ensure a finalized copy is sent to the Contractor.****

CONTRACT AMENDMENT

Contract #92100158

COA INTERNAL USE ONLY: MUNIS CONTRACT AMENDMENT

Prepared By: Nicole Hart

Munis Change Order #: 5 Date Prepared: 5/18/23

Contract Amendment#: 5 Department/Division: Transportation

Description of Change: Extension of the contract to Grant NC-2021-031-00's approved Period of Performance End Date of 3/20/25. Extension will ensure completion of the originally approved project goals. No Fiscal Impact.

Effective Date	Funding Code Org	Funding Code Object	Funding Code Project
3/21/23	65100951	527102	T2104

The formula is A +/- B = C Year of Term of Contract (Renewal Year or Multi-Year) (Example: Year 2 of 3 Only for renewal or multi-year)	A Current Amount of Munis Contract (as shown in the Total - Revised Box prior to change order entry, on Original page)	B Amount to Add/Reduce in Munis on this Munis Contract Change Order	C Final Total for this Munis Contract Change Order (as shown in the Totals - Revised Box, on Change Order page)
4 of 4	\$17,426.00	0	\$17,426.00

Guidance for keying this in Munis: In the example below, if you wanted to add \$1,000 to the contract you would key in 6,600 on the line below. If you wanted to reduce by \$1,000, you would key in 4,600. Once you have entered your amount and click on Accept, the balances at the bottom of the screen will be recalculated automatically.

MAIN RETAINAGE ACCOUNTS ITEMS SUBCONTRACTORS INSURANCE

Line	Year	Org	Object	Project	Description	Amount	GL Bud
5	2022	11000033	521001		Contracted Services	5,600.00	U

This contract amendment incorporates all of the provisions of the contract and all provisions shall remain in full force and effect except as stated in the attached change order. Payment shall be made after the work is completed and accepted by the City unless stated differently in writing.

COUNCIL APPROVAL REQUIRED FOR CONTRACTS:	Resolution No.:
<ul style="list-style-type: none"> • General Services and Professional Services Contracts \$90,000.00 and above • Informal Construction Contracts from \$100,000.00 to \$499,999.99 • Formal Construction Contracts \$500,000 and above 	23-131

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2025 RESOLUTION

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (Board Member's Name) Hensley and seconded by (Board Member's Name or N/A, if not required) Garrison for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital Purchase of Service budget, Section 5310 program.

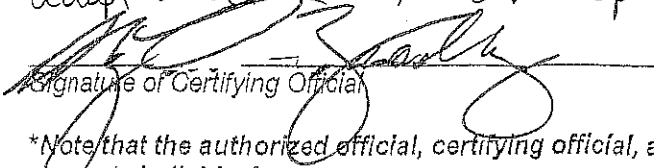
WHEREAS, (Legal Name of Applicant) Madison County Transportation County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and

grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the (Authorized Official's Title)* Chairman of the Board of Commissions of (Name of Applicant's Governing Body) Madison County is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I (Certifying Official's Name)* Mandy Bradley (Certifying Official's Title) Clerk to the Madison County Board of Commissioners do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (Name of Applicant's Governing Board) Madison County Board of Commissioners duly held on the 5th day of September, 2023. *Resolution adopted October 10, 2023 with public hearing on September 5, 2023.*




Signature of Certifying Official

*Note that the authorized official, certifying official, and notary public should be three separate individuals.

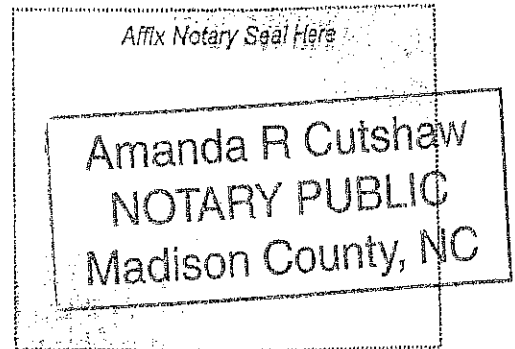
Seal Subscribed and sworn to me
(date)

11-20-2023



Notary Public *

Amanda R. Cutshaw, 107 Elizabeth Ln
Printed Name and Address Marshall NC



My commission expires
(date)

11-20-2028



Madison County Commissioners Meeting

Public Comment

October 10, 2023

7:00pm

North Carolina Cooperative Extension-Madison County Center

3 Minute Time Limit

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

Name

Signature

- 1.
- 2.
- 3.
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- 20.

Stanley Worin - Mars Hill

Zony Ponder *noon 12/4 BOE opens for filing*



Development Services

Brad J. Guth
Director
bguth@madisoncountync.org
828-649-3766

Date: 9.22.2023

To: Board of Commissioners

From: Brad J. Guth

Re: Planning Board Recommendation on Proposed Amendments to Madison County Land Use Ordinance regarding Road & Square Footage Requirements for Vacation Rental Projects

Action Requested: Hold a public hearing for Community Input. Review Feedback and Consider Approving the Planning Board's Recommended Changes

At the Madison County Planning Board meeting held on September 19, 2023, the board thoroughly reviewed and discussed potential amendments to the Madison County Land Use Ordinance concerning Residential Vacation Rentals, their square footage, and associated road standards.

Here are the board's recommendations on the discussed amendments:

1. Amendment to 8.6.1 Residential Vacation Rentals:

a. Section G: Traffic - It's recommended that Section 8.9 of the Madison County Subdivision Ordinance regarding road design only apply to projects over ten vacation rentals.

2. Removal of Square Footage Limitations:

a. Section K: Square Footage - The board recommends the removal of square footage restrictions for rentals in the RA district.

3. Inclusion of Road Standards and Access:

a. Access to Property - It's proposed that the board retain the authority to ensure that each Residential Vacation Rental possesses appropriate ingress and egress routes.

b. Emergency Vehicle Access - Before any zoning compliance certificate can be granted or renewed for a Residential Vacation Rental, the proposed driveways and access routes should be reviewed and approved by the relevant fire official to guarantee unhindered access by emergency vehicles.

c. Road Maintenance - Road infrastructure improvements might be needed in areas with fewer than 10 Residential Vacation Rentals. Owners may have to upgrade roads to manage increased traffic and ensure emergency services access.

- Page 2

The Planning Board believes that these recommended amendments will help balance the growth of Madison County's vacation rental market with the assurance that this expansion does not negatively impact local traffic, safety, or the overall resident quality of life. We respectfully submit these recommendations to the Board of Commissioners for consideration and subsequent action.

Thank you for your attention to these recommendations. We stand ready to provide additional insights or clarifications regarding the proposed changes.



Development Services

Brad J. Guth
Director
bjguth@madisoncountync.org
828-649-3766

Date: 9.22.2023

To: Board of Commissioners

From: Brad J. Guth

Re: Proposed Amendment to Madison County Land Use Ordinance, Chapter 3, Section 6:
R-B Retail Business District (3.6.10)

Action Requested: Hold a public hearing for Community Input. Review Feedback and Consider Approving the Planning Board's Recommended Changes

As part of our commitment to ensuring that Madison County's Land Use Ordinance remains current and in alignment with our evolving community needs, we have reviewed and proposed revisions to the R-B (Retail-Business) Land Use District. These changes aim to provide clear development guidance, maintain the district's intended character, and support its growth.

Summary of Proposed Changes:

1. Permitted Use:

- Clarification of permitted uses
- Removal of outdated or redundant uses, namely 'Assembly Halls', 'Stamp redemption stores,' and 'Telephone and Telegraph Offices'.
- Streamlined listing to avoid repetition and improve clarity.

2. Special Uses:

- Introduction of a new category that allows certain uses with a Special Use Permit.
- Addition of 'Special Event Facilities' to this category.

3. Dimensional Requirements:

- Inclusion of a provision that grants the Code Enforcement Office discretion to adjust setbacks for compliance if they meet at least 95% of the requirements.

- Page 2

Recommendation:

The Madison County Planning Board recommends the adoption of the proposed text amendments to ensure clarity, encourage responsible development, and sustain the vibrancy of the R-B Retail Business District.

Thank you for considering these important Madison County Land Use Ordinance updates. We believe these changes will significantly benefit the current and future development within the R-B Retail Business District. Please let us know if further details or clarifications are needed.

**Madison County
Board of Commissioners**

**Budget Amendment #4
October 10, 2023**

Description	Line Item	Debit	Credit
Library			
Friends of Library	10.3611.4420		\$ 1,266.42
Donation	10.3611.4116		\$ 200.00
Books	10.6110.5610	\$ 394.43	
Electronic Resources	10.6110.2500	\$ 871.99	
Adult Programming	10.6110.5650	\$ 200.00	
Health Dept			
Misc Income	10.3513.1100		\$ 750.00
Special Program Material	10.5110.2310	\$ 750.00	
CDC Vax program	10.3513.5716		\$ 30,000.00
CDC Vax program	10.5110.5716	\$ 30,000.00	
Register of Deeds			
Computer Systems	10.4185.1990	\$11,000.00	
Transfer from Automation	10.9900.0045		\$11,000.00
Transfer from Automation Fund for Software Licensing			
Sheriff Office			
Salaries	10.4310.1210	\$ 1,011.00	
Fica	10.4310.1810	\$ 77.34	
Retirement	10.4310.1820	\$ 134.85	
Retirement 5%	10.4310.1821	\$ 19.75	
Donations	10.3431.8230		\$ 3,650.00
Professional Services	10.4310.1990	\$ 3,650.00	
Administration			
Workers Comp	10.4110.1860	\$ 130.00	
Veteran's Park	10.4110.7200		\$ 5,400.00
Employee Recognition	10.4110.6950		\$ 1,614.08
Misc Income	10.3836.1100		\$ 6,308.72
Professional Services Other	10.4930.1990		\$ 4,000.00
Workers Comp	10.5310.1860		\$ 3,032.00
E911			
Salary	10.4331.1210	\$ 16,511.55	
Fica	10.4331.1810	\$ 1,239.57	
Retirement	10.4331.1820	\$ 2,011.55	
increase for bonus's and promotion			

Developmental Services

Zoning Salaries 10.4355.1210 \$ 11,208.81
Lapsed salaries

Animal Shelter

Salaries 10.4380.1210 \$ 6,440.00
FICA 10.4380.1810 \$ 493.00
Retirement 10.4380.1820. \$ 463.00

Maintenance

Ins-Property & Liability 10.4261.4510 \$ 5,000.00
Workers Comp 10.4261.1860 \$ 1,968.00

Sales Tax

1/4 cent sales tax 10.3232.3115 \$56,857.03

Education/Schools

1/4 cent sales tax 10.5911.7200 \$56,857.03

Contingency

10.7000.0000

We are at 25% of the FY24 budget.

Bank balances at September 30, 2023 are as follows:

	Unrestricted	Restricted
General Fund	\$ 1,876,124.61	
Debt Service Fund		\$ 287,733.21
Capital Outlay Fund	\$ 326,360.82	
Capital Management	\$ 15,821,915.07	\$ 1,763,052.67
Occupancy Tax Fund		\$ 199,879.15
Revaluation Fund		\$ 743,999.00
Tourism Development		\$ 1,933,903.46
Automation Fund		\$ 161,507.76
Drug Seizure Fund		\$ 8,350.44
Inmate Trust Fund		\$ 21,403.92
Soil & Water Conservation		\$ 47,831.18
Opioid Settlement		\$ 301,205.13
Courthouse SCIF Grant GPO		\$ 3,739,568.93
Arpa Cash Management Fund	\$ 3,731,636.08	\$ 50,000.00
Total of All Accounts:	\$ 21,756,036.58	\$ 9,258,434.85
New Jail Loan	\$ (607,008.00)	(Due in February)
School Debt Service	\$ (429,667.00)	(Due in February)
40-42 Set Aside for Schools	\$ (2,405,152.56)	
Unspent Grant/Restricted Proceeds	\$ (1,092,036.12)	
Adoption Promotion Fund	\$ (101,300.87)	
Encumbered Amounts	\$ (4,766,376.68)	
911 Funds	\$ (515,652.04)	
Goldenleaf Funds	\$ (78,195.00)	
Arpa Funds	\$ (50,000.00)	
Total assigned and restricted Bank Bal:	\$ (10,045,388.27)	
	General	Landfill
Unassigned and Unrestricted totals by	\$ 2,452,213.46	\$ 173,045.77

SUMMARIES:

Percentage of budget at September 30, 2023 is:

General Fund:	YTD		
Revenues	\$ 1,939,772.94	\$ 4,871,434.44	14.50
Expenditures	\$ 3,099,956.34	\$ 6,247,621.39	19.46

General Fund	MTD	YTD	Encumbered	% OF BUDGE	Year to Date 09/22
Revenues to Date:	\$ 1,939,772.94	\$ 4,871,434.44		14.50	\$ 5,228,757.12
Expenditures to Date:	\$ 3,099,956.34	\$ 6,247,621.39	\$ 1,901,842.68	19.46	\$ 5,505,552.56
Gain/Loss to Date:	\$ (1,160,183.40)	\$ (1,376,186.95)			\$ (276,795.44)

Contingency

Landfill	MTD	YTD	Encumbered	% OF BUDGE	Year to Date 09/22
Revenues to Date:	\$ 36,327.64	\$ 131,917.79		4.61	\$ 605,954.55
Expenditures to Date:	\$ 228,570.55	\$ 595,562.72	\$ 2,864,534.00	20.79	\$ 558,972.62
Gain/Loss to Date:	\$ (192,242.91)	\$ (463,644.93)			

Contingency

911 Emergency Telephone Services	MTD	YTD		% OF BUDGE	Year to Date 09/22
Revenues		\$ 14,934.38		22.74	\$ 21,193.89
Expenditures					
Gain/Loss	\$ -	\$ 14,934.38			\$ 21,193.89

Contingency \$-

GENERAL FUND:

DEPARTMENT	MTD	YTD	% OF BUDGE	Year to Date 09/22
Vehicle Tax	\$ 117,303.90	\$ 340,613.16	34.06	\$ 335,006.18
Overages/Underages				
Ad Valorem Tax Interest	\$ 3,609.56	\$ 17,235.71	11.49	\$ 44,291.38
Late Listing Fee	\$ 216.01	\$ 859.72	5.73	\$ 3,575.88
Legal Fees				
2011 Ad Valorem Tax	\$ 40.04	\$ 40.04		
2012 Ad Valorem Tax	\$ 52.00	\$ 52.00		
2013 Ad Valorem Tax	\$ 52.00	\$ 56.49	0.94	\$ 1,553.46
2014 Ad Valorem Tax	\$ 52.00	\$ 776.09	11.09	\$ 2,748.42
2015 Ad Valorem Tax	\$ 52.00	\$ 52.00	0.65	\$ 2,905.87
2016 Ad Valorem Tax	\$ 52.00	\$ 742.42	8.25	\$ 5,166.12
2017 Ad Valorem Tax	\$ 217.95	\$ 947.98	4.74	\$ 7,522.68
2018 Ad Valorem Tax	\$ 3,025.82	\$ 1,989.93	7.96	\$ 11,073.91
2019 Ad Valorem Tax	\$ 1,061.89	\$ 4,050.98	13.50	\$ 10,992.08
2020 Ad Valorem Tax	\$ 1,717.78	\$ 9,451.47	18.90	\$ 19,162.89
2021 Ad Valorem Tax	\$ 3,691.87	\$ 17,968.96	17.97	\$ 56,161.81
2022 Ad Valorem Tax	\$ 6,847.43	\$ 49,883.38	24.94	\$ 2,214,594.12
2023 Ad Valorem Tax	\$ 4,072.52	\$ 6,540.28	0.05	
Collection Fees: Marshall				
Collection Fees: Mars Hill				
Collection Fees: Hot Springs				
Sale of Tax Maps		\$ 112.50	37.50	\$ 190.00
Tax Office Copies				
Returned Check				
Refunds/Overpayment of Taxes				
Contra: Returned Check				
Sale of Foreclosed Property				
Contra: Foreclosed Property Expenses				
Sales Tax/Video Programming				
Sales Tax	\$ 656,555.44	\$ 1,274,624.95	19.17	\$ 627,629.12
Gas Tax Refund/State				
Payment In Lieu of Taxes				
Forest Service Timber Sales				
Clerk of Court	\$ 6,227.87	\$ 14,028.19	19.48	\$ 13,777.57
Board of Elections	\$ 80.90	\$ 80.90	0.31	
Register of Deeds	\$ 41,324.25	\$ 141,924.90	31.33	\$ 126,410.20
Sheriff's Department	\$ 185,980.22	\$ 564,729.42	17.85	\$ 401,981.07
Emergency Management				
Inspections		\$ 35,935.00	11.68	\$ 19,717.20
Animal Control	\$ 999.00	\$ 3,555.00	22.94	\$ 4,031.33
Transportation	\$ 41,979.60	\$ 70,229.49	14.56	\$ 39,255.22
Cooperative Extension Service				
Soil & Water Conservation				
Grant Revenues/JCPC/DJJD	\$ 8,035.00	\$ 247,640.02	32.18	\$ 31,050.00

DEPARTMENT	MTD	YTD	% OF BUDGE	Year to Date 09/22
Health Department	\$ 167,706.43	\$ 727,888.00	30.16	\$ 434,159.46
Medicaid Hold Harmless Tax		\$ 18,295.20	12.92	\$ 86,912.75
Social Services	\$ 139,257.00	\$ 351,279.86	12.92	\$ 408,981.48
AFDC				
Foster Care	\$ 21,892.66	\$ 59,256.71	12.24	\$ 50,801.47
Medicaid				
Adoption				
Child Support Enforcement	\$ 6,769.54	\$ 18,720.48	21.52	\$ 12,622.96
In Home Aides	\$ 1,638.89	\$ 4,639.76	5.90	\$ 4,546.96
Beech Glen Center	\$ 975.00	\$ 1,320.00	26.40	\$ 2,257.00
Nutrition	\$ 15,121.27	\$ 61,226.03	34.71	\$ 18,261.30
State Lottery Funds/Education	\$ 211,886.38	\$ 211,886.38	100.00	
Library	\$ 6,643.00	\$ 42,462.43	50.18	\$ 94,733.63
Parks & Recreation		\$ 178.00	1.48	\$ 740.00
Interest Earned	\$ 95,924.70	\$ 295,345.22	129.57	\$ 92,286.12
Rent of County Property	\$ 6,777.50	\$ 18,307.50	30.46	\$ 12,982.50
Finance/Other	\$ 175,000.00	\$ 175,000.00		
Miscellaneous Income	\$ 5,771.40	\$ 11,095.25		
Fund Transfer In				
Totals	\$ 1,939,772.94	\$ 4,871,434.44	14.50	\$ 5,228,757.12

GENERAL FUND EXPENDITURES

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGE	Year to Date 09/22
Governing Body	\$ 7,746.32	\$ 43,617.27		22.09	\$ 36,080.86
Finance Office	\$ 75,220.84	\$ 171,102.29		18.49	\$ 167,497.11
Tax Collector	\$ 49,282.15	\$ 115,154.54		19.58	\$ 55,229.48
Tax Supervisor	\$ -	\$ -	\$ -	-	\$ -
Land Records	\$ 10,191.34	\$ 21,465.75		21.03	\$ 20,578.32
Professional Services				-	\$ -
Court Facilities	\$ 3,046.38	\$ 6,615.18		20.00	\$ 4,279.90
Board of Elections	\$ 14,499.75	\$ 33,540.91	\$ 1,650.00	9.42	\$ 36,396.42
Register of Deeds	\$ 43,053.83	\$ 92,333.99		25.65	\$ 80,821.53
Register of Deeds- Automation	\$ 11,000.00	\$ 11,000.00		100.00	\$ -
Custodial	\$ 8,719.89	\$ 21,045.45		20.01	\$ 20,511.18
Maintenance	\$ 103,117.95	\$ 197,240.87	\$ 24,462.25	15.94	\$ 145,480.83
Sheriff's Department	\$ 589,810.53	\$ 1,393,608.22	\$ 132,102.43	26.67	\$ 1,135,571.54
Emergency Management	\$ 1,865.52	\$ 14,365.88		11.12	\$ 39,220.20
911 Dispatchers	\$ 75,422.08	\$ 158,480.63		21.43	\$ 197,287.90
Fire Contract/Forest Service	\$ 4,282.54	\$ 10,359.64		7.74	\$ 5,257.44
Inspections	\$ 31,898.52	\$ 71,061.03		20.20	\$ 82,312.00
Economic Development	\$ 11,837.15	\$ 25,715.73		9.77	\$ 26,387.48
Medical Examiner	\$ 3,900.00	\$ 8,000.00		53.33	\$ 200.00
Ambulance Service Contract	\$ 142,916.67	\$ 428,750.01	\$ 1,271,250.00	24.89	\$ 425,750.01
Animal Control	\$ 36,267.88	\$ 74,257.04		22.35	\$ 73,712.68
Transportation - Admin	\$ 15,282.55	\$ 31,145.23		22.56	\$ 34,108.63

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGE	Year to Date 09/22
Transportation - Operating	\$ 65,648.76	\$ 143,983.16		21.15	\$ 113,899.44
Transportation - Capital Outlay		\$ -		-	
Transportation - EDTAP	\$ 54.90	\$ 82.35			
Planning & Development	\$ 46,500.00	\$ 57,600.00		10.00	\$ 79,132.29
Information Technology	\$ 27,406.83	\$ 79,201.44	\$ 1,736.42	26.88	\$ 86,111.88
Cooperative Extension	\$ 23,545.03	\$ 70,032.54	\$ 7,337.00	20.51	\$ 58,681.66
Soil & Water	\$ 16,388.69	\$ 36,423.82	\$ 6,600.00	21.95	\$ 38,244.15
Health Department	\$ 392,255.99	\$ 876,573.17	\$ 322,733.58	24.32	\$ 763,174.13
Drug Free Community	\$ 15,249.83	\$ 34,550.92	\$ 8,375.00	24.94	\$ 20,236.26
MHAT	\$ 8,185.54	\$ 20,948.39	\$ 294.00	15.42	
Management Admin.	\$ 115,129.67	\$ 142,842.43		19.60	\$ 139,100.41
Social Services	\$ 261,805.06	\$ 596,494.12		17.69	\$ 596,338.46
AFDC		\$ -			
Special Assistance	\$ 6,875.50	\$ 22,175.50		12.17	\$ 19,914.00
State Foster Care	\$ 14,811.76	\$ 29,786.76		8.51	\$ 23,780.45
Foster Care Program	\$ 10,997.00	\$ 21,967.00		6.28	\$ 23,497.95
Medical Assistance Program					
Adoption Assistance	\$ 13,649.84	\$ 41,962.53		15.73	\$ 46,115.14
Crisis Intervention	\$ 270.45	\$ 270.45		0.12	\$ 2,871.29
Child Support	\$ 12,259.59	\$ 25,185.25	\$ 15,940.00	18.77	\$ 20,408.99
In Home Aides	\$ 9,331.19	\$ 20,974.53		10.76	\$ 33,582.67
Nutrition	\$ 62,106.99	\$ 144,250.18	\$ 4,400.00	21.99	\$ 134,492.36
Education	\$ 632,120.54	\$ 686,511.97		13.75	\$ 421,013.46
A-B Technical College	\$ 9,542.00	\$ 28,626.00	\$ 104,962.00	25.00	\$ 28,626.00
Bank Charges	\$ 1,711.20	\$ 4,996.97		24.98	\$ 3,521.13
Library	\$ 68,803.15	\$ 150,927.73		22.97	\$ 167,874.76
Parks & Recreation	\$ 45,390.94	\$ 79,616.52		24.55	\$ 50,126.51
Debt Services					
Debt Services Interest					
Fund Transfer In/ Landfill & Library					
Fund Transfer Out/Revaluation					
TOTALS	\$ 3,099,956.34	\$ 6,247,621.39	\$ 1,901,842.68	19.46	\$ 5,505,552.56

LANDFILL FUND

REVENUES	MTD	YTD	% OF BUDGE	Year to Date 09/22
Transfer From Fund Balance				
Landfill Miscellaneous Fees				
Returned Check Fees				
Surplus Property Proceeds				
State Tire Disposal Fee		\$ 12,819.27	71.22	
Local Tire Disposal Fee	\$ 233.65	\$ 949.90	63.33	\$ 113.40
White Goods Tax				
Sale of White Goods	\$ 3,026.80	\$ 7,738.20	49.92	\$ 5,576.60
Household Hazardous Waste				
Temporary Disposal Cards	\$ 7,225.00	\$ 26,840.00	83.88	\$ 15,710.00
Duplicate Disposal Cards	\$ 80.00	\$ 430.00	1.54	\$ 604.19
Landfill Disposal Cost Fees	\$ 10,911.94	\$ 26,705.99	21.36	\$ 30,864.80
Landfill Sale of Recyclables	\$ 5,231.45	\$ 15,244.21	40.12	\$ 22,552.62
Nuisance Tires				
Disposal Cards	\$ 6,492.40	\$ 24,147.13	0.95	\$ 511,472.60
Construction Demolition	\$ 3,126.40	\$ 12,239.52	32.21	\$ 17,417.34
Solid Waste Disposal Distribution		\$ 4,803.57	48.04	
Grant/State				
Electronics Management				
Electronics (County)				
Interest				
Totals	\$ 36,327.64	\$ 131,917.79	4.61	\$ 605,954.55

EXPENSES:	MTD	YTD	Encumbered	% OF BUDGE	Year to Date 09/22
Landfill	\$ 202,589.33	\$ 526,820.19	\$ 808,336.07	20.71	\$ 481,196.23
Recycling	23838.43	\$ 6,606.29	\$ 19,686.11	22.95	\$ 69,735.97
Scrap Tires	\$ 2,142.79	\$ 2,676.24	\$ 23,084.96	10.10	\$ 8,040.42
White Goods					
Closure/Post Closure					
Totals	\$ 228,570.55	\$ 595,562.72	\$ 2,864,534.00	20.79	\$ 558,972.62