

The Madison County Board of Commissioners met in regular session on Tuesday, August 8, 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, 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

Chairman Wechtel requested consideration of the Board to amend the agenda to include the following:

- Item 10c-Personnel

Upon motion by Commissioner Wyatt and second by Commissioner Hensley, the Board voted unanimously to approve as modified. (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. Dogwood Health Trust Unified Madison-Opioid Response Grant Amendment** (Attachment 2.3)
- d. Schools Needs Based Capital Fund Distribution Request** (Attachment 2.4)
- e. Opioid Survey Input Data** (Attachment 2.5)
- f. Updated Health Department Dental Fee Schedule** (Attachment 2.6)
- g. Comprehensive Classification and Pay Study** (Attachment 2.7)
- h. Approval of July 6, 2023 (Special) Meeting Minutes; July 18, 2023 (Special) Meeting Minutes; July 18, 2023 (Regular) Meeting Minutes**

Upon motion by Commissioner Hensley and second by Vice-Chairman Garrison, the Board voted unanimously to approve the consent agenda as presented to us.

Agenda Item 3: Public Comment

David Yontz spoke regarding Madison County Youth League Football. (Attachment 3.1)

Discussion was had by a member of the audience and the Board regarding speaking during public comment and the designated time allotted to sign-in for public comment.

Agenda Item 4: Kevin Rumley, 28th Judicial District Veterans Treatment Court Program Director

Mr. Rumley presented and discussed information regarding the 28th Judicial District Veterans Treatment Court Program with the Board and answered questions from members of the Board regarding the program. Information discussed included participant testimonials, how the program is facilitated, treatment options available, and program cost.

Program participant Dylan Watts and program mentor Bob Wert discussed the program with the Board as well as answered questions from members of the Board.

Agenda Item 5: Misty Varnell, Extension Agent North Carolina Cooperative Extension-Madison County Center

Ms. Varnell provided an introduction of Aine Brown, Youth Conference Delegate who provided information regarding the program and initiatives as well as goals and mission.

Discussion was had by the Board and Ms. Varnell and the Board provided an opportunity for a photograph with Ms. Brown.

Agenda Item 6: Brad Guth, Development Services Director

Mr. Guth presented and discussed the proposed amended Madison County Noise Ordinance, a copy of which is hereto attached to the Madison County Ordinance Book. Mr. Guth also answered questions from members of the Board and discussed information contained in the proposed document including language pertaining to the clarification and addition of definitions to include bona fide farms and event centers, noise regulations, agritourism, and the correction of scrivener's errors contained in previous editions of the Ordinance.

Discussion was had by the Board and Mr. Guth.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley with discussion being had by the Board, the Board voted unanimously to accept the amendments as proposed. (Attachment 6.1)

Agenda Item 7: Daniel Metcalf, Transportation and Operations Director

Mr. Metcalf recognized staff from the Transportation and Operations Department and their recent participation in the Transportation Rodeo as well as presented and discussed the FY24 Enhanced Mobility of Seniors and individuals with Disabilities Program Award. Information discussed included allowances of the award, budgetary requirements including a county match, and the provision for the inclusion of an additional full-time Driver position with the salary to be covered by the award.

Discussion was had by the Board, Mr. Metcalf, County Manager Honeycutt, and Finance Officer Kary Ledford.

Upon motion by Commissioner Hensley and second by Commissioner Wyatt, the Board voted unanimously to approve advertising the position.

Upon motion by Chairman Wechtel and second by Vice-Chairman Garrison, the Board voted unanimously to approve the contract. (Attachment 7.1)

Agenda Item 8: Ross Young, Grants Manager

a. S.L. 2021-180 State Capital Infrastructure Fund Directed Grant Amended Project Ordinance, b. Unified Madison-Opioid Response Grant Project Ordinance

County Manager Honeycutt requested to table the items until the August 22, 2023, meeting. Upon motion by Commissioner Wyatt and second by Vice-Chairman Garrison, the Board voted unanimously to table Ross' portion of the agenda until our work session on August 22nd.

Agenda Item 9: Kary Ledford, Finance Officer

a. Budget Amendment #2

Ms. Ledford presented and discussed Budget Amendment #2 for consideration of the Board and answered questions from board members.

Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to approve Budget Amendment #2. (Attachment 9.1)

b. Financial Report

The July 2023 financial report was presented to the Board by Ms. Ledford who discussed information contained in the report as well as answered questions from members of the Board. (Attachment 9.2)

Agenda Item 10: Rod Honeycutt, County Manager

a. County Owned Surplus Property

County Manager Honeycutt presented a new bid for County owned surplus property in the amount of \$100.00 in consideration of parcel identification number 9769-09-8590.

Upon motion by Commissioner Hensley and second by Vice-Chairman Garrison with discussion being had by the Board, the Board voted unanimously to reject the bid.

b. County Board Appointments

County Manager Honeycutt presented the vacancy for the Mountain Area Workforce Development Board and applications for Sam Hutchins and Alyssa Jamerson.

Discussion was had by the Board. Upon motion by Commissioner Hensley and second by Commissioner Wyatt, the Board voted unanimously that we put Ms. Jamerson in as the Mountain Area Workforce Development Board. Further discussion was had regarding County boards.

c. Personnel

County Manager Honeycutt presented the request for the hire of Hannah Shelton for the position of Grant Coordinator. Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously that we hire Ms. Shelton for that position.

County Manager Honeycutt presented the request on behalf of the Emergency 9-1-1 Department for the hire of Shelby Reynolds for the position of 9-1-1 Telecommunicator. Upon motion by Chairman Wechtel and second by Commissioner Wyatt, the Board voted unanimously to hire Shelby Reynolds.

County Manager Honeycutt presented the request on behalf of the Solid Waste Department for the hire of Charles Robertson for the position of Operations Administrator at \$16.43 per hour. Upon motion by Commissioner Hensley and second by Commissioner Briggs, the Board voted unanimously to approve.

County Manager Honeycutt presented the request on behalf of the Solid Waste Department for the hire of John Cook for the position of Recycle Driver at \$15.00 per hour. Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to hire Mr. Cook.

County Manager Honeycutt presented the request on behalf of the Library for the hire of William Holmes for the position of Substitute Circulation Attendant at \$12.00 per hour. Upon motion by Chairman Wechtel and second by Commissioner Briggs, the Board voted unanimously to hire Mr. William Holmes for the substitute position.

Agenda Item 11: Adjournment

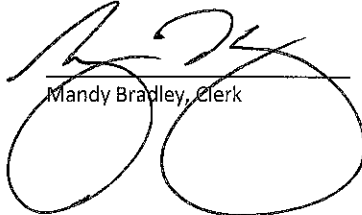
Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to adjourn at 8:09 p.m.

This the 8th day of August 2023.

MADISON COUNTY


Matt Wechtel, Chairman
Board of Commissioners

ATTEST:


Mandy Bradley, Clerk

Madison County Board of
Commissioners Agenda
August 8, 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. Dogwood Health Trust Unified Madison-Opioid Response Grant Amendment
 - d. Schools Needs Based Capital Fund Distribution Request
 - e. Opioid Survey Input Data
 - f. Updated Health Department Dental Fee Schedule
 - g. Comprehensive Classification and Pay Study
 - h. Approval of July 6, 2023 (Special) Meeting Minutes; July 18, 2023 (Special) Meeting Minutes;
July 18, 2023 (Regular) Meeting Minutes
3. Public Comment
4. Kevin Rumley, 28th Judicial District Veterans Treatment Court Program Director
Veterans Treatment Court
5. Misty Varnell, Extension Agent North Carolina Cooperative Extension-Madison County Center
4-H Congress Report
6. Brad Guth, Development Services Director
Consideration of Proposed Amendments to the Madison County Noise Ordinance
7. Daniel Metcalf, Transportation and Operations Director
FY24 Enhanced Mobility of Seniors and Individuals with Disabilities Program Award
8. Ross Young, Grants Manager
 - a. S.L. 2021-180 State Capital Infrastructure Fund Directed Grant Amended Project Ordinance
 - b. Unified Madison-Opioid Response Grant Project Ordinance
9. Kary Ledford, Finance Officer
 - a. Budget Amendment #2
 - b. Financial Report
10. Rod Honeycutt, County Manager
 - a. County Owned Surplus Property
 - b. County Board Appointments
 - c. Personnel
11. Adjournment

Tax Year	Bill Number	Parcel #	Adjustment Reason	Date of Adj.	Refund Recipient Name	Jurisdiction	Refund Amount (\$)	MADISON Portion Refund (\$)	SOLID WASTE FEE	Fire District	Fire Refund (\$)
MADISON Refunds											
2022	0000573759-2022-2022-0000-00	660959	Bldg correction	7/31/2023 1:55:03 PM	SHOOK, HOLLY PLEMMONS	MADISON	309.70	309.70	0.00		0.00
2022	0000573759-2022-2022-0000-00	660959	Bldg correction	7/31/2023 1:55:03 PM	SHOOK, HOLLY PLEMMONS	MADISON	61.93	0.00	0.00	WALNUT FD	61.93
2022	0000573759-2022-2022-0000-00	660959	Landfill error	7/31/2023 1:56:55 PM	SHOOK, HOLLY PLEMMONS	MADISON	186.30		186.30		0.00
	Subtotal						557.93	309.70	186.30		61.93

Authorization _____

Date: 8/2/2023

Date run: 8/2/2023 12:09:46 PM
 Data as of: 8/1/2023 7:13:34 PM

TR-304 Bill Release Report

NCPTS V4

Report Parameters:

Release Date Start: 7/1/2023 Release Date End: 7/31/2023
 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
0000001085-2019-0000-00-REG	WILDE, DOREN HEIRS	8/28/2019	Adjustment	MOLLY	7/11/2023	30.25	30.25	0.00
0000001085-2020-0000-00-REG	WILDE, DOREN HEIRS	9/21/2020	Adjustment	MOLLY	7/11/2023	27.50	27.50	0.00
0000001085-2021-0000-00-REG	WILDE, DOREN HEIRS	9/15/2021	Adjustment	MOLLY	7/11/2023	27.50	27.50	0.00
0000001085-2022-0000-00-REG	WILDE, DOREN HEIRS	8/21/2022	Adjustment	MOLLY	7/11/2023	27.50	27.50	0.00
0000007747-2020-0000-00-REG	MADISON COUNTY HOUSING	8/21/2022	LAND FILL	DIANA	7/31/2023	8,100.00	8,100.00	0.00
0000007747-2021-0000-00-REG	MADISON COUNTY HOUSING	8/21/2022	LAND FILL	DIANA	7/31/2023	8,100.00	8,100.00	0.00
0000007747-2022-0000-00-REG	MADISON COUNTY HOUSING	8/21/2022	LAND FILL	DIANA	7/31/2023	8,100.00	8,100.00	0.00
0000571656-2022-0000-00-REG	WHITE, JOHN SPENCER	8/21/2022	Assessed In Err	APRIL	7/24/2023	32.00	32.00	0.00
0000573357-2022-0000-00-REG	J. METCALF TRUCKING	8/21/2022	Business closed	MOLLY	7/14/2023	32.45	32.45	0.00
Subtotal							24,477.20	
Total							24,477.20	



Tax Department

Diana Norton
Tax Administrator

Attachment 2.2

Date: August 3, 2023
To: Board of Commissioners
From (Department): Tax Department
Presenter: (Name): Diana Norton
Re: Kania Law Firm Update

The County currently has 68 properties in foreclosure.

Attached Document:

Recommended Action: None

INTERNAL USE ONLY
Use this form for VP-level approval of changes to budget line items and report due dates.

Grant Amendment Form

This form (the "Amendment") amends Dogwood Health Trust's ("Dogwood") grant letter Request ID #1573 (the "Agreement"), which authorized a grant to Madison County Government ("Grantee") in the amount of \$ 173,360.00 to support a project entitled Unified Madison - Opioid Response.

This Amendment hereby deletes in its entirety the budget & report due dates set forth in Exhibit A of the Agreement and replaces it with those set forth below.

Revised to: *(Cut and paste the relevant provisions on Exhibit A and revise accordingly.)*

- Years 1-5
- Salary/benefits \$136,000
- Computer, cell, and data \$4500
- Office furnishing \$5,000
- Travel, Training, Meetings \$12,100
- Admin \$15,760

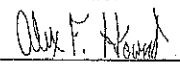
Total: \$173,360.00

- Progress Report Due Date July 31 2023
- Progress Report Due Date July 31 2024
- Progress Report Due Date July 31 2025
- Progress Report Due Date July 31 2026
- Progress Report Due Date July 31 2027

Final Report Due Date Aug 31 2028

All expenditures made by Grantee from this grant must be used only within the terms and conditions set forth in the Agreement, as amended. Grantee may not expend grant funds for any purpose other than the purpose set forth in the Agreement, as amended, without Dogwood's written approval. Please note that unless directly amended or supplemented by this Amendment, the conditions in the Agreement remain legally binding terms and conditions. The Amendment will be effective upon Dogwood's receipt of this form, signed by an authorized representative of Grantee. An electronic copy will suffice.

Dogwood Health Trust

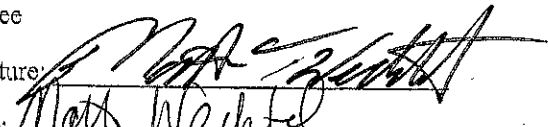
Signature:  Digitally signed by Alex F. Howard
Date: 2023.07.05 13:56:45 -04'00'

Name: Alex F. Howard, DrPH

Title: VP of Health & Wellness

Date: July 5, 2023

Grantee

Signature: 

Name: Matt Wechtel

Title: Chairman

Date: August 8, 2023

**DISTRIBUTION REQUEST
NEEDS-BASED PUBLIC SCHOOL CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY
Date of Request: July 25, 2023**

Attachment 2.4

County: Madison County	Contact Person: Michael Wallin
Address: 107 Elizabeth Lane, Marshall, NC 28753	Title: CFO
LEA: Madison County Schools	Phone: 828-649-9276
Address: 5738 US 25/70 Hwy, Marshall, NC 28753	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): 10/2/2023

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

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

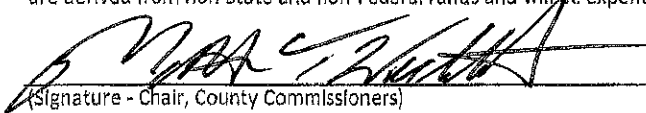
Project Costs (as of date): 06/30/2023	State Grant		Local Match		Total
Planning / Design	\$ _____	+	\$ _____	=	\$ _____
Construction	\$ 1,479,607.76	+	\$ 119,000.00	=	\$ 1,598,607.76
Other	\$ _____	+	\$ _____	=	\$ _____
Total	\$ 1,479,607.76	+	\$ 119,000.00	=	\$ 1,598,607.76

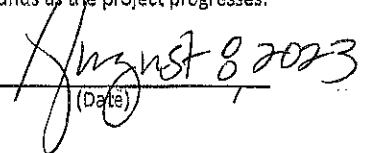
Grant Funds Requested	All Prior Requests		This Request		Total
Planning / Design	\$ _____	+	\$ _____	=	\$ _____
Construction	\$ 1,267,721.38	+	\$ 211,886.38	=	\$ 1,479,607.76
Other	\$ _____	+	\$ _____	=	\$ _____
Total	\$ 1,267,721.38	+	\$ 211,886.38	=	\$ 1,479,607.76

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)


(Date)

(Signature - Chair, Board of Education)

(Date)



Finance

Attachment 2.5

Date: 07/28/2023
To: Board of County Commissioners
From: Matthew Wilson, NCACC Finance Intern
Re: Opioid Input Survey Preliminary Data

Dear Madison County Commissioners, following Madison County's annual opioid meeting on May 31st, County Manager Honeycutt authorized staff to develop and distribute a survey to solicit input from Madison County residents and workers on the evidence-based strategies Madison County should authorize, per guidance provided by the NC Memorandum of Agreement (MOA). As of this writing, Madison County has received 163 responses.

With the assistance of our MPH Intern, Sasha McCoy, we have outlined the data received thus far, developed PowerPoint slides that highlight major takeaways we had from the data, and included free-written responses from survey respondents to help inform you of the preferences many Madison County residents and workers indicated on the survey. Additionally, I have included an Exhibit that outlines the Collaborative Strategic Planning process that would be required to pursue any strategies listed under Option B.

This data will be used to help inform the work of a Opioid Work Group that will convene in mid-August, which has the objective of proposing to the Board a list of strategies for the Board to consider at a future meeting.

It is my request that you review and study the data provided; thus ensuring Madison County is better positioned to select authorized strategies for the Opioid Settlement Funds.

00360	Complete Oral Evaluation	\$218.00	\$311.00	\$327.00	\$372.00	\$271.00	\$361.00	\$371.00
00361	Partial Oral Evaluation (No System)	\$218.00	\$322.00	\$331.00		\$312.00	\$311.00	\$342.00
00362	Partial Oral Evaluation (No Patient Under 18)	\$218.00	\$322.00	\$331.00		\$312.00	\$311.00	\$342.00
00363	Partial Oral Evaluation (No Patient Under 18) - Years Of Age And Counseling	\$218.00	\$322.00	\$331.00		\$312.00	\$311.00	\$342.00
00364	Comprehensive Oral Evaluation - New (Established Patient)	\$319.00	\$435.00	\$452.00	\$397.00	\$319.00	\$391.00	\$453.00
00170	Re-Evaluation - Limited, Problem Focused (Established Patient; Not Post-Operative Visit)	\$31.60	\$45.00	\$44.00		\$65.00	\$46.00	\$46.00
00260	Intraoral - Complete Series (Including Bitewings)	\$169.00	\$169.00	\$169.00	\$169.00	\$169.00	\$169.00	\$169.00
00261	Intraoral - Periapical Film (Film)	\$16.50	\$20.00	\$22.00		\$23.00	\$21.00	\$23.00
00262	Intraoral - Periapical Each Additional Film	\$16.50	\$16.00	\$22.00		\$23.00	\$21.00	\$22.00
00270	Bitewing - Single Film	\$12.47	\$17.00	\$18.00	\$33.00	\$26.00	\$21.00	\$21.00
00271	Bitewings - Two Film	\$24.94	\$34.00	\$36.00	\$66.00	\$52.00	\$42.00	\$42.00
00272	Bitewings - Three Film	\$37.41	\$51.00	\$54.00	\$99.00	\$78.00	\$63.00	\$63.00
00273	Bitewings - Four Film	\$49.88	\$68.00	\$72.00	\$132.00	\$104.00	\$84.00	\$84.00
00380	Diagnostic Film	\$66.15	\$92.00	\$96.00	\$130.00	\$100.00	\$81.00	\$81.00
00470	Diagnostic Casts	\$47.06	\$72.00	\$96.00			\$150.00	\$150.00
00710	Prophylaxis - Adult	\$41.91	\$60.00	\$65.00	\$107.00	\$82.00	\$65.00	\$65.00
00720	Prophylaxis - Child	\$29.83	\$49.00	\$49.00	\$80.00	\$61.00	\$49.00	\$49.00
01200	Topical Application Of Fluoride	\$17.64	\$22.00	\$24.00	\$45.00		\$35.00	\$35.00
01351	Sealant - Per Tooth	\$67.44	\$70.00	\$70.00	\$66.00	\$48.00	\$36.00	\$36.00
01354	Interim Caries Arresting Medicament Application - Per Tooth	\$11.00	\$32.00	\$21.00			\$35.00	\$35.00
01510	Space Maintainer - Fixed - Unilateral	\$210.00	\$240.00	\$212.00	\$510.00	\$266.00	\$300.00	\$240.00
01511	Space Maintainer - Fixed - Bilateral	\$270.00	\$438.00	\$408.00			\$420.00	\$438.00
01512	Space Maintainer - Fixed - Bilateral - Mandibular	\$270.00	\$438.00	\$408.00	\$350.00		\$390.00	\$438.00
02330	Resin-Based Composite - One Surface, Anterior	\$72.40	\$107.00	\$116.00	\$161.00	\$127.00	\$142.00	\$116.00
02331	Resin-Based Composite - Two Surfaces, Anterior	\$89.56	\$136.00	\$144.00	\$224.00	\$172.00	\$196.00	\$144.00
02332	Resin-Based Composite - Three Surfaces, Anterior	\$105.63	\$165.00	\$174.00	\$288.00	\$228.00	\$265.00	\$174.00
02335	Resin-Based Composite - Four Or More Surfaces Or Involving Incisal Angle (Anterior)	\$134.10	\$191.00	\$202.00	\$348.00	\$287.00	\$208.00	\$208.00
02390	Resin-Based Composite Crown, Anterior	\$190.63	\$221.00	\$226.00	\$472.00		\$302.00	\$302.00
02391	Resin-Based Composite - One Surface, Posterior	\$86.60	\$122.00	\$130.00	\$182.00	\$145.00	\$130.00	\$130.00
02392	Resin-Based Composite - Two Surfaces, Posterior	\$110.92	\$161.00	\$167.00	\$266.00	\$210.00	\$161.00	\$167.00
02393	Resin-Based Composite - Three Surfaces, Posterior	\$134.30	\$195.00	\$199.00	\$340.00	\$280.00	\$190.00	\$199.00
02394	Resin-Based Composite - Four Or More Surfaces, Posterior	\$163.46	\$221.00	\$0.00	\$389.00	\$313.00	\$221.00	\$221.00
02410	Prefabricated Stainless Steel Crown - Full Arch	\$168.71	\$206.00	\$206.00		\$246.00	\$192.00	\$206.00
02411	Prefabricated Stainless Steel Crown - Partial Arch	\$170.66	\$200.00			\$236.00	\$182.00	\$200.00
02412	Stochastic Filling	\$62.66	\$75.00	\$80.00		\$112.00	\$71.00	\$80.00
02950	Core Buildup, Including Any Pins	\$108.08	\$183.00	\$171.00		\$248.00	\$195.00	\$195.00
02990	Final Restoration - Partial	\$69.26	\$100.00	\$220.00	\$272.00	\$182.00	\$200.00	\$220.00
02991	Final Restoration - Full	\$110.50	\$160.00	\$207.00	\$295.00	\$210.00	\$240.00	\$207.00
04350	Periodontal Scaling And Root Planing - One To Three (Each Per Quadrant)	\$69.26	\$100.00	\$146.00	\$194.00	\$146.00	\$111.00	\$146.00
04355	Full Mouth Debridement To Enable	\$74.11	\$123.00	\$112.00	\$104.00	\$167.00	\$131.00	\$131.00
04360	Periodontal Maintenance	\$69.26	\$100.00	\$92.00		\$125.00	\$96.00	\$100.00
05110	Complete Denture - Maxillary	\$643.30	\$927.00	\$977.00	\$1,900.00	\$1,564.00	\$1,100.00	\$1,100.00
05120	Complete Denture - Mandibular	\$643.30	\$889.00	\$977.00	\$1,900.00	\$1,564.00	\$1,100.00	\$1,100.00
05130	Immediate Denture - Maxillary	\$697.85	\$966.00	\$871.00	\$2,065.00		\$1,300.00	\$1,300.00
05140	Immediate Denture - Mandibular	\$697.85	\$847.00	\$871.00	\$2,065.00		\$1,300.00	\$1,300.00

05211	Maxillary Partial Denture - Resin Base	\$477.07	\$607.00	\$603.00	\$1,569.00	\$1,050.00	\$900.00	\$900.00
05212	Mandibular Partial Denture - Resin Base	\$477.07	\$713.00	\$603.00	\$1,569.00	\$1,050.00	\$900.00	\$900.00
05410	Adjust Complete Denture - Maxillary	\$34.99	\$54.00	\$48.00	\$42.00	\$82.00	\$60.00	\$60.00
05411	Adjust Complete Denture - Mandibular	\$34.99	\$50.00	\$48.00	\$42.00	\$82.00	\$60.00	\$60.00
05421	Adjust Partial Denture - Maxillary	\$84.99	\$55.00	\$54.00	\$42.00	\$82.00	\$60.00	\$64.00
05422	Adjust Partial Denture - Mandibular	\$84.99	\$51.00	\$54.00	\$42.00	\$82.00	\$60.00	\$64.00
05511	Repair Broken Completed Denture Base, Mandibular	\$84.87	\$117.00	\$0.00		\$186.00	\$150.00	\$150.00
05512	Repair Broken Completed Denture Base, Maxillary	\$84.87	\$117.00	\$0.00		\$186.00	\$150.00	\$150.00
05520	Replace Missing Or Broken Teeth - Complete Denture (Each Tooth)	\$71.53	\$104.00	\$112.00		\$168.00	\$130.00	\$130.00
05611	Repair Resin Partial Denture Base, Mandibular	\$84.87	\$110.00	\$0.00		\$186.00	\$165.00	\$165.00
05612	Repair Resin Partial Denture Base, Maxillary	\$84.87	\$110.00	\$0.00		\$186.00	\$165.00	\$165.00
05621	Repair Cast Partial Framework, Mandibular	\$115.28	\$129.00	\$0.00			\$175.00	\$175.00
05622	Repair Cast Partial Framework, Maxillary	\$115.28	\$129.00	\$0.00			\$175.00	\$175.00
05630	Repair Or Replace Broken Clasp	\$162.79	\$134.00	\$130.00			\$198.00	\$198.00
05640	Replace Broken Teeth - Per Tooth	\$69.89	\$99.00	\$102.00		\$166.00	\$100.00	\$102.00
05650	Add Tooth To Existing Partial Denture	\$87.48	\$119.00	\$150.00		\$205.00	\$162.80	\$163.00
05660	Add Clasp To Existing Partial Denture	\$131.29	\$136.00	\$128.00		\$247.00	\$204.60	\$204.60
05700	Reline Complete Maxillary Denture (Chair Side)	\$149.25	\$210.00	\$257.00	\$416.00		\$450.00	\$267.00
05701	Reline Complete Mandibular Denture (Chair Side)	\$149.25	\$208.00	\$227.00	\$416.00		\$450.00	\$267.00
05740	Reline Maxillary Partial Denture (Chair Side)	\$149.27	\$184.00	\$196.00	\$416.00		\$450.00	\$189.00
05741	Reline Mandibular Partial Denture (Chair Side)	\$146.67	\$201.00	\$126.00	\$416.00		\$450.00	\$201.00
05750	Reline Complete Maxillary Denture (Laboratory)	\$189.90	\$297.00	\$314.00	\$496.00	\$433.00	\$353.10	\$354.00
05751	Reline Complete Mandibular Denture (Laboratory)	\$189.90	\$264.00	\$327.00	\$496.00	\$434.00	\$353.10	\$354.00
05760	Reline Maxillary Partial Denture (Laboratory)	\$185.27	\$292.00	\$309.00	\$496.00	\$422.00	\$348.70	\$349.00
05761	Reline Mandibular Partial Denture (Laboratory)	\$185.27	\$287.00	\$246.00	\$496.00	\$422.00	\$348.70	\$349.00
05766	Add Metal Substructure To Existing Full Denture (Per Arch)	\$80.66	\$663.00	\$0.00	\$0.00		\$82.32	\$663.00
07101	Extraction, Coronary Remnants - Deciduous Tooth	\$56.72	\$82.00	\$95.00	\$65.00		\$90.00	\$95.00
07140	Extraction, Erupted Tooth Or Exposed Root	\$69.89	\$109.00	\$120.00	\$218.00	\$161.00	\$129.00	\$129.00
07210	Surgical Removal Of Erupted Tooth	\$120.45	\$216.00	\$217.00	\$325.00	\$252.00	\$190.00	\$217.00
07310	Alveoplasty In Conjunction With Extractions - Four Or More Tooth Spaces, Per Quadrant	\$113.22	\$176.00	\$185.00	\$175.00	\$269.00	\$201.00	\$201.00
07311	Alveoplasty In Conjunction With Extractions - One To Three Tooth Spaces, Per Quadrant	\$105.86	\$160.00	\$157.00	\$175.00		\$220.00	\$220.00
07320	Alveoplasty, Not In Conjunction With Extractions - Four Or More Tooth Spaces, Per Quadrant	\$105.20	\$173.00	\$173.00	\$443.00	\$202.00	\$300.00	\$173.00
07321	Alveoplasty, Not In Conjunction With Extractions - One To Three Tooth Spaces, Per Quadrant	\$113.24	\$169.00	\$126.00	\$443.00		\$300.00	\$169.00
09110	Palliative (Emergency) Treatment Of Dental Pain - Minor Procedure	\$46.83	\$64.00	\$62.00	\$94.00	\$115.00	\$88.00	\$88.00

**The
MAPS
Group**

July 23, 2023

Management
and
Personnel
Services

102 Lochwood
West Drive

office
919.233.3914

mobile
919.616.5965

e-mail: [bveazey@
themapsgroup.com](mailto:bveazey@themapsgroup.com)

website
themapsgroup.com

Mr. Rod Honeycutt
County Manager
Madison County
107 Elizabeth Lane
Marshall, NC 28753

Dear Rod:

This letter is a summary of potential organizations for inclusion in the salary survey as part of the comprehensive classification and pay and personnel policy study our firm is conducting for the County. The list reflects the standard methodology for selecting organizations for study.

The methodology includes the following principles:

1. Identify and gather data from the organization's "core market." The core market are the County's most intense competitors because they are the organizations that hire people to do the same thing the County hires people to do and are within a commutable area. This means that employees do not have to move to take a job with that organization. In addition, because the core market is in the same geographic area, it reflects the local cost of living including housing and land prices.

2. If necessary, go outside the core market if a) it does not provide enough survey participants; b) it is heavily weighted with larger or smaller organizations; or c) not all of the functional areas in the County's services are included in the core market.

3. Size of Organizations. It is best to have a mix of larger and smaller organizations. If the market is skewed toward primarily larger or smaller organizations, we adjust for this. Obviously, the comparisons from larger jurisdictions, especially in supervisory/management roles, are carefully considered to determine when the scope of the jobs are similar or different because of the substantially greater workforce numbers.

We normally need between seven and eleven comparison organizations. It is important for the selection of survey organizations to have credibility with elected officials, citizens and employees.

Based on these considerations, the organizations in consideration are found on the next page. This list encompasses the surrounding governmental units and others that are closest in size to Madison County. Many, though not all of these organizations are within a commutable distance. All reflect a similar geographic area. I have focused on NC counties because they are in the same retirement system and state classification system. If I have missed any legitimate comparison organizations, please add them to the list for consideration.

A consulting group
specializing in
Human Resource
Management

July 23, 2023

Page 2

It is important to note that we may not be able to obtain salary data from every single one of the selected organizations even though we may make significant efforts to do so. Sometimes organizations do not respond for whatever reason.

Please share this information with the Board of Commissioners for their review and consideration and forward any feedback back to me. Thank you for your assistance with this. Let me know if you have questions or need additional information. I look forward to working with you further on this project.

Sincerely,

Rebecca L. Veazey

Rebecca L. Veazey
President

	Organization	Population
1	Buncombe County	269,452
2	Clay County	11,089
3	Haywood County	62,089
4	McDowell County	44,578
5	Mitchell County	14,903
6	Polk County	19,328
7	Transylvania County	32,986
8	Yancey County	18,470

**MADISON COUNTY
PROJECT CALENDAR FOR CLASSIFICATION AND PAY STUDY**

<u>Date</u>	<u>Task</u>
August 1, 2023	Questionnaires due to Supervisor
August 11	Questionnaires due to Department Heads
August 18	Questionnaires due to HR
August 23	Questionnaires due to MAPS Group
September 5 - 20	Desk interviews held with employees and managers.
September 20 – October 30	Job analysis completed; salary survey completed; Implementation strategy with costs calculated
November 1	Draft of report submitted to Manager
December 2023- January 2024	Presentation of report made to County Commissioners.
July 1, 2024	Study implemented.

**Delays in any of these dates will cause the entire schedule to be delayed accordingly.
These dates may be changed through the mutual agreement of Madison County and
The MAPS Group.**

When the questionnaires are returned to The MAPS Group, the following should also be sent:

1. Organization chart of each department showing location of each individual position (hand drawn by department heads is fine)
2. Excel spreadsheet sorted by department with employee name, present classification, present grade, hire date, date of most recent promotion (if any), and annual salary.
3. Copy of current pay plan.
4. Copy of current personnel policies.
5. Digital copy of class specifications.

Please send questionnaires via UPS.



Madison County Commissioners Meeting

Public Comment

August 8, 2023

7:00pm

North Carolina Cooperative Extension-Madison County Center

3 Minute Time Limit

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

Name

Signature

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.

DAVID YONTZ

A handwritten signature in blue ink, appearing to read "David Yontz", is written over the signature line.

Madison County Noise Ordinance

1.0 Purpose

In order to ensure the citizens of Madison County have the right and expectation to have a reasonable enjoyment of their property for themselves and their family and are not being subjected to unnecessary and disturbing noises which unreasonable interfere with the enjoyment of their property, Madison County does hereby adopt the following ordinance pursuant to N.C.G.S. 153A-133.

(Ord. adopted July 14, 2003; Am Ord. adopted April 11, 2023; Ord Amended August 8, 2023)

2.0 Administration

Regulations governing the administration and enforcement of this ordinance shall be provided by the Madison County Board of Commissioners who shall administer, interpret, and enforce the provisions of this chapter by and through the County Zoning Office, Zoning Officer's designee(s), and other representatives employed within the Zoning Office as well as the Madison County Sheriff's Office or any other county employee the board deems necessary.

3.0 Definitions

Bona Fide Farm Operations – Work or activities that meet the definition of “Agriculture” as provided in NC General Statute 106-581.1. The definition of a Bona Fide Farm does not include “agritourism” as that term is used in NC General Statute 160D-903 and associated case law interpreting that statute and its previous codifications.

Commercial District – A group of commercial facilities and the abutting public spaces.

Commercial Facility/Business/Industry – Any premises, property, or facility involving traffic in goods or furnishing of services for sale or profit, including but not limited to:

- a. Banking and other financial institutions;
- b. Dining establishments;
- c. Establishments providing retail services;
- d. Establishments providing wholesale services;
- e. Establishments for recreation and entertainment;
- f. Landscaping Operations;
- g. Office buildings;
- h. Transportation facilities;
- i. Warehouses

Construction – Any grading site preparation, assembly, erection, repair, alteration or similar action to a structure or property, but excluding demolition of buildings or structures.

Daytime – The period of time occurring between the hours of 7:00 AM and 10:00 PM, local time.

Decibel (dB) and Frequency – The practical unit of measurement for sound pressure level, the number of decibels of a measured sound is equal to 20 times the logarithm to the base 10 of the ratio of the sound pressure of the measured sound to the sound pressure of a standard sound (20 micro pascals); abbreviated “DB.” Frequency is the number of sound pressure oscillations per second expressed in hertz; abbreviated “Hz.”

Demolition – Any dismantling, intentional destruction, or removal of building or structures

Disturbing - Noise that is perceived by a person of ordinary sensibilities as interrupting the normal peace and calm of the area.

Dwelling -- Any residential unit housed in a building or structure used for residential purposes.

Emergency Work - Any work or action necessary to deliver essential services including, but not limited to repairing water, gas, electricity, telephone, sewer facilities, or public transportation facilities, removing fallen trees on public rights-of-way, or abating life-threatening conditions.

Farming Operation (bona fide) -- bona fide farm purposes include the production and activities relating or incidental to the production of crops, fruits, vegetables, ornamental and flowering plants, dairy, livestock, poultry, and all other forms of agriculture as defined in G.S. 106-581.1.

Industrial District -- Any activity and its related premises, property, facilities, or equipment involving the fabrication, manufacture, or production of durable or nondurable goods.

Land Management -- Any construction or other activity which changes the use or appearance of land or a structure or the intensity of the land or a structure. Land use activity shall include, but is not limited to; new structures, expansions to existing structures, new uses, changes in or expansions of existing uses, roads, driveways, etc.

Nighttime -- The period of time occurring between the hours of 10:00 PM and 6:00 AM, local time.

Noise -- Any sound of such level and duration as to be or tend to be injurious to human health or welfare, or which would unreasonably interfere with the enjoyment of life or property throughout the County or in any portions thereof, but excludes all aspects of the employer-employee relationship concerning health and safety hazards within the confines of a place of employment.

Noise Disturbance -- Any sound that:

- a. endangers the safety or health of any person, or
- b. disturbs a reasonable person of normal sensitivities, or
- c. tends to annoy, disturb, or frighten citizens, or
- d. endangers personal or real property
- e. impairs reasonable use of property

Person -- Any individual, corporation, company, association, society, group, firm, partnership, joint-stock company, the County or any political subdivision, agency or instrumentality of the County or Municipality.

Public Right-of-Way -- Any street, avenue, boulevard, road, highway, sidewalk, alley, that is leased, owned or controlled by a governmental entity.

Public Space - Any real property or structures thereon that are owned, leased, or controlled by a governmental entity.

Residential District -- Any area with the following zoning designation: R-A Residential Agricultural, R-1, R-2.

Residential Property -- Any property used for human habitation, including but not limited to:

- a. Private property used for human habitation;

- b. Commercial living accommodations and commercial property used for human habitation;
- c. Recreational and entertainment property used for human habitation;
- d. Community service property used for human habitation;
- e. Hospitals, nursing homes, and retirement homes and other areas where there is human habitation

Sound – Any disturbance of the air or other medium that is detectable by the unaided human ear or which produces vibrations detectable by reasonable persons of normal sensitivity.

Sound Amplifying Device – any electronically powered, operated, or assisted device that amplifies sound. A sound amplification device includes, but is not limited to, any system of public address, bullhorns, boom box, music or voice amplifiers, megaphones, or any combination thereof.

Sound Level – The sound pressure level measured in decibels with a sound level meter set for a weighting expressed in “dBA.”

Sound Level Meter – An instrument used to measure sound level and conforms to Type 1 or Type 2 standards as specified by ANSI specification S1.4-1971.

Special Event Facility – A facility used to accommodate functions including, but not limited to, banquets, weddings, celebrations, dinners, festivals, concerts, or other group events.

Structure – Anything that is constructed, built, or erected on property or attached to something located on the property.

Unnecessary - Any excessive or unusually loud sound or any sound which is of such character, intensity and duration as to disturb the peace and quiet of any neighborhood or which disturbs, injures or endangers the comfort, repose, health, peace or safety of any person and being a type of sound which could be lessened or otherwise controlled by the maker without unduly restricting his conduct.

Unreasonably Loud - Any noise which a reasonably prudent person would consider or find substantially incompatible with the time and location where created to the extent that such noise creates an actual or imminent interference with the peace, dignity or good order in the immediate area where created.

4.0 Loud, Disturbing, and Unnecessary Noise

It shall be unlawful for any person to cause to emit or to allow to be emitted any sound from a property that the person owns, has ownership interest in, or controls, which goes beyond the boundaries of the property if that sound level would result in a noise disturbance. Both property owners and/or any respective lessee are jointly and separately liable.

5.0 General Regulation

- (1) No person shall make, continue, cause, or wrongfully permit to be made or continued any noise disturbance originating from a residential district unless otherwise permitted by the County.
- (2) No person shall make, continue, cause, or wrongfully permit to be made or continued, any noise disturbance originating from a right-of-way, road, or other public space.
- (3) Daytime hours shall be considered from 7:00 AM to 10:00 PM.

- (4) Nighttime hours shall be considered from 10:00 PM to 7:00 AM.
- (5) No amplified sound shall be emanated during nighttime hours.

6.0 Sound Measurement

- (1) In determining whether a sound is considered a noise disturbance, a hand-held acoustic meter measuring the sound level may be used and considered in conjunction with the other factors listed in Section 6.0(2). When a hand-held acoustic sound meter is used, sound levels will be measured by sound equivalent of a one (1) minute interval at the property boundary.
- (2) The following factors shall also be considered when determining whether a sound constitutes a noise disturbance: sounds that originate during nighttime hours; proximity to onsite and adjacent residential structures; frequency and duration-whether the noise is recurrent, intermittent or constant and the length of time that the sound emanates from the bounds of the property where it is created; the volume and intensity of the sound; whether the noise has been enhanced in volume or range by any sound amplifying device; the nature and zoning of the area (with lower dBA expected from residential districts); whether the noise is related to the normal operation of a commercial activity or is the result of some use for individual purposes; whether the noise is subject to being controlled without unreasonable effort or expense to the creator thereof.
- (3) Unless otherwise specified in this Ordinance, no person shall cause or allow the emission of any sound originating from a district which, when measured pursuant to Table 1 exceeds the maximum decibel limits as specified.

Table 1. Sound Level Limits

Decibel (dBA)		Zoning District		
		Residential	Commercial	Industrial
Daytime	7:00 AM to 10:00 PM	55 dBA	65 dBA	70 dBA
Nighttime	10:00 PM to 7:00 AM	50 dBA	60 dBA	70 dBA

- (4) Sound originating from a special event facility shall not exceed 45dBA as measured from any property line.

Section 7.0 Loud, Disturbing, and Unnecessary Noise

The following is a list of per se loud, disturbing, and unnecessary noises in violation of this ordinance, but it is not an exclusive enumeration of such violations:

- (1) **Blowing horns:** The sounding of any horn, whistle or signal device on any automobile, motorcycle, bus or other vehicle or railroad train, except as a danger signal or as required by law, so as to create any unreasonable, loud or harsh sound or the sound of such device for any unnecessary and unreasonable period of time.
- (2) **Amplified sound, radio, stereo systems of any form, etc.:** The playing of any radio, television set, digital music systems, stereo systems, musical instrument, or sound produced from amplifying device in such a

manner or with such volume, as to annoy or disturb the quiet, comfort or repose of any person of normal sensibilities in any dwelling, motel, hotel or other type of residence.

- (3) **Use of Vehicles:** The use of any automobile, motorcycle or vehicle so out of repair, so loaded, or operated in such a manner as to create loud or unnecessary grating, grinding, rattling, screeching of tires or other noises.
- (4) **Discharging Firearms:** The discharge of any firearm must be in accordance with N.C.G.S 130.01 (b)(1).
- (5) **Noises in proximity to Community Institutions:** The creation of any noise disturbance on any street adjacent to any school, institution of learning, library, medical facility, sanitarium, or court while the same is in session, or adjacent to any hospital, or any church during services, which unreasonably interferes with the operations of such Institution.
- (6) **Bells and Gongs:** The sounding of any bell or gong attached to any building or premises other than a church or religious institution, which disturbs the quiet or repose of persons in the vicinity, thereof.
- (7) **Hawking, Peddling or Soliciting:** The shouting and crying of peddlers, hawkers, vendors, who disturb the quiet and peace of the neighborhood.
- (8) **Sounds emanating from a special event facility that exceed 45 dBA as measured from any property line.**

8.0 Exemptions

The following shall be exempt from the application of this Ordinance:

- (1) Governmental emergency vehicles or public transit used in the performance of official duties;
- (2) Construction activity performed by an agency of governmental or utilities regulated by the State of North Carolina Utilities Commissioners provided that all equipment is operated in accordance with manufacture's specifications and is equipped with noise-reducing equipment in proper condition;
- (3) Sound emanating from refuse collection;
- (4) Unamplified sound from barking dogs or other noise caused by wild or domestic animals as regulated in the Madison County Animal Ordinance and enforced by Madison County Animal Control;
- (5) Sound emanating from safety signals, warning devices, and church bells or religious institutions as defined by N.C.G.S 131 F-2 (17);
- (6) Sound emanating from any event for which special permit(s) have been issued by the County including but not limited to; events with amplified sound, fireworks, and outdoor events. If the County's zoning official determines that the event is causing sound in excess of the standards specified in the permit, the zoning official may modify or revoke the permit based on the case of urgent necessity;
- (7) Sound emanated from aircraft operated in accordance with applicable federal rules and regulations;
- (8) Sound emanating from railroad operations regulated by the Federal Railroad Administration;

- (9) Sound emanating from permitted parades or military ceremonies;
- (10) Sound emanating from regularly scheduled events held at County owned parks, fields, or fairgrounds; events held at public or private schools except where a permit is otherwise required by the Madison County Ordinance;
- (11) Sound emanating from bona fide farm operations, as that term is defined in the Ordinance. This exemption does not apply to 'agritourism' as the term is used in NC General Statute 160D-903 and associated case law interpreting that statute and its previous codifications. Additionally, this exemption does not apply to sounds emanating from special event facilities.
- (12) Sound resulting within the normal operations of any governmental facility;
- (13) Construction and land management activities performed pursuant to a permit issued by the County's chief building official or their designee. Construction equipment must be operated in accordance with manufacturer's specifications with all standard sound-reducing equipment in place and in proper condition. If the chief building official determines that the construction activity is causing sound in excess of the standards specified, the chief building official may modify or revoke the permit based on the case of urgent necessity;
- (14) Building Operations which include the erection (including excavation), demolition, alteration, or repair of any building in a residential land use district between the hours of 7:00 AM and 10:00 PM of any day, except in the case of urgent necessity in the interest of public safety and then only with a permit from the Building Inspector, which permit may be renewed for a period of three (3) days or less while the emergency continues;
- (15) Unamplified sound of human voice;
- (16) The sound of machinery when emanated from a resort located within the County and in operation in an R-2 Zoned Resort District when machinery is operated in accordance with manufacturer recommendations including muffling and maintained as recommended by the manufacturer.

9.0 Enforcement

The Madison County Sheriff's Office will investigate and document the source of the initial noise complaint. Documentation of the complaint will be reviewed by the Development Services Department with further action and administration as set forth in this ordinance in compliance with Section 10.0 Penalties and Remedies.

10.0 Penalties and Remedies

If an offense is deemed as a violation of this ordinance, each subsequent violation after the initial violation shall constitute a separate offense and violations of the provisions of this article by the same person for the same activity occurring within three years of the first such violation shall be subject to revocation of the issuance and or renewal of special use permitting as outlined in the Madison County Land Use Ordinance. Each violation of this ordinance is a separate offense, even if such offenses occur the same day. Additionally, offenses shall be subject to the following civil penalties:

First Offense -- Written Notice of Violation

Second Offense - \$250

Third Offense - \$500

Fourth Offense - \$1,000

Fifth Offense - \$2,500

Subsequent Offenses - \$5,000

Violations subject the offender to a civil penalty to be recovered by the County in a civil action in the nature of a debt if the offender does not pay the penalty within the prescribed period of time. Penalties are payable to the Madison County Zoning Office within thirty (30) days after the notice of violation is issued. Penalties not paid will be subject to civil action which can be levied against real property as provided in N.C. Gen Stat. § 153A-123.

Pursuant to N.C. Gen. Stat. § 153A-123 (d), this Ordinance may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction.

Pursuant to N.C. Gen. Stat. § 153A-123 (e), this Ordinance may be enforced by injunction and order of abatement, with the General Court of Justice having jurisdiction to issue such an order.

11.0 Appeal of Violation

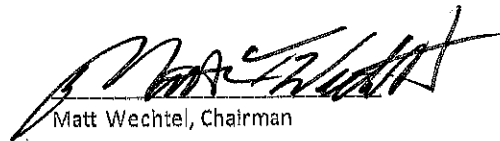
A request for an appeal of an issued penalty in conjunction with this Ordinance must be made in writing to the Madison County Zoning Office within 10 days of issuance of the penalty. The Board of Adjustment will have thirty (30) days to schedule the hearing. After due consideration of the appeal, the Board may direct that said citation(s) be withdrawn or enforced.

Additionally, a sound technician with technical knowledge and expertise in the production of sound, frequencies, and amplitudes of sound waves may be retained by the Board of Adjustment to provide testimony regarding the notice of violation. Such expert would be subject to cross-examination and other due process requirement.

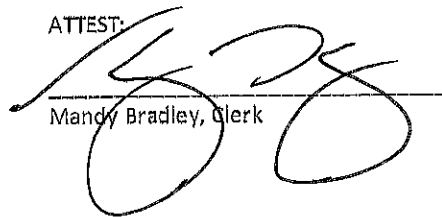
12.0 Effective Date

The rules and regulations shall be full and in force and effect from and after the 8 day of August, 2023.

MADISON COUNTY BOARD OF COMMISSIONERS


Matt Wechtel, Chairman

ATTEST:


Mandy Bradley, Clerk

Appendix A: List of Amendments to the Madison County Noise Ordinance

Amendments

August 2023

Section 3 to include Bona Fide Farm Operations and Special Event Facility definitions

Section 6 (4) to adopt a decibel level limit for special event facilities

Section 7 (8) to establish that decibel level violations for special event facilities are per se violations of the noise ordinance

Section 8 (11) to clarify that agritourism and special event facilities are not exempt from the noise ordinance

Corrected Scriveners Error decibel measurement changed throughout ordinance to match sound level definition dBA

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

MADISON COUNTY TRANSPORTATION AUTHORITY

**PUBLIC TRANSPORTATION GRANT AGREEMENT FOR
ENHANCED MOBILITY OF SENIORS & INDIVIDUALS WITH
DISABILITIES GRANT PROGRAM**

Federal Award Identification

Application Number: 1000016488
 Agreement Number:
 NCDOT Project Number(s): 24-ED-018
 Federal Awarding Agency: FTA
 Federal Award Identification
 Number(s) (FAIN) Number(s):
 CFDA Number: 20.513
 Unique Entity Identifier (UEI)
 Number: YQ96F8BJYTJ9
 Total Amount of this Award(s): \$65,585
 Federal Funds Awarded: \$32,792
 State Funds: \$0
 Local Funds: \$32,793
 Federal Award Date:
*(date signed by authorized
 official of USDOT)*

Award Period of Performance

Start Date: JULY 1, 2023
 End Date: JUNE 30, 2024
 Budget Period
 Start Date: JULY 1, 2023
 End Date: JUNE 30, 2024

*End date is date that
 subrecipient if authorized to
 expend funds awarded
 including any carry-over*

Approved Indirect Cost Rate: N/A
 Award is for R&D: yes/no NO

.....
Federal Funded Programs:

- 5303 Metropolitan Planning Grant
- 5307 Urbanized Area Formula Grant
- 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Grant
- 5311 Community Transportation Rural Formula Grant
- 5311 Appalachian Development Transit Assistance Grant
- 5311f Intercity Bus Grant
- 5317 New Freedom Grant
- 5339 Bus and Bus Facility Grant
- FTA American Rescue Plan Act (ARPA) Grant

THIS AGREEMENT made this the _____ day of _____, 20____, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **MADISON COUNTY TRANSPORTATION AUTHORITY**, (acting in its capacity as the grant recipient hereinafter referred to as the "Subrecipient" and together with Department as "Parties").

1. Purpose of Agreement

The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

2. Availability of Funds

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation and appropriation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **July 1, 2023 to June 30, 2024**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

- a. **Scope of Project.** Madison County Transportation Authority will use **funding for operating cost related to the enhanced mobility of seniors and individuals with disabilities in Madison County.** Federal award project description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA).
- b. The Subrecipient shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant application for financial assistance, the terms of which are incorporated by reference.

- c. Amendment. Any amendment to this Agreement shall be done in writing and in accordance with established policies and procedures and only by mutual consent of the Parties.

5. Cost of Project/Project Budget

The total cost of the Project approved by the Department is **SIXTY-FIVE THOUSAND FIVE HUNDRED EIGHTY-FIVE DOLLARS (\$65,585)** as set forth in the Project Description and Budget, incorporated into this Agreement as **Attachment A**. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

Operating WBS	Operating Total	Operating Federal (50%)	Operating State (0%)	Operating Local (50%)
51001.104.3.2	\$65,585	\$32,792	\$0	\$32,793
Agreement #				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$65,585	\$32,792	\$0	\$32,793

6. Project Expenditures, Payments, and Reimbursement

- a. General. The Department, utilizing available state and federal funds, shall reimburse the Subrecipient for allowable costs for work performed under the terms of this Agreement.
- b. Reimbursement Procedures. The Subrecipient shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.
- i. Claims for reimbursement shall be made no more than monthly or less than quarterly, using the State's grant system, Enterprise Business Services (EBS) Partner Application.

- ii. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any Subrecipient that fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.
 - iii. All payments issued by the Department will be on a reimbursable basis unless the Subrecipient requests and the Department approves an advance payment.
 - iv. Supporting documentation for proof of payment shall be provided upon request.
- c. Subrecipient Funds. Prior to reimbursement, the Subrecipient shall provide the Department with proof that the Subrecipient has met its proportionate share of project costs from sources other than FTA or the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Subrecipient.
- d. Operating Expenditures. In order to assist in financing the operating costs of the project, the Department shall reimburse the Subrecipient for the lesser of the following when providing operating assistance:
- i. The balance of unrecovered operating expenditures after deducting all operating revenue, or
 - ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.
- e. Travel Expenditures. The Subrecipient shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Subrecipient in excess of these rates shall be borne by the Subrecipient.
- f. Allowable Costs. Expenditures made by the Subrecipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:
- i. Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement

- ii. Necessary in order to accomplish the Project
 - iii. Reasonable in amount for the goods or services purchased
 - iv. Actual net costs to the Subrecipient, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred
 - v. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received
 - vi. Satisfactorily documented
 - vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department
- g. Excluded Costs. The Subrecipient understands and agrees that, except to the extent the Department determines otherwise in writing, the Department will exclude:
- i. Any Project cost incurred by the Subrecipient before the period of performance of the agreement,
 - ii. Any cost that is not included in the latest Approved Project Budget,
 - iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the Department, and
 - iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.

h. Final Allowability Determination. The subrecipient understands and agrees that payment to the subrecipient on any Project cost does not constitute the Federal or State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the subrecipient of the terms of this Agreement. The subrecipient acknowledges that the Federal or State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal or State Government determines that the subrecipient is not entitled to receive any portion of the Federal or State assistance the subrecipient has requested or provided, the Department will notify the Subrecipient in writing, stating its reasons. The Subrecipient agrees that Project closeout will not alter the Subrecipient's responsibility to return any funds due the Federal or State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal or State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the Federal or State Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal or State Government may have against the Subrecipient.

i. Federal or State Claims, Excess Payments, Disallowed Costs, Including Interest.

- i. Subrecipient's Responsibility to Pay. Upon notification to the Subrecipient that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.
- ii. Interest Paid to the Department. The Subrecipient agrees to remit to the Department interest owed as determined in accordance with NCGS § 147-86.23.
- iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Subrecipient to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with NCDOT.

- j. De-obligation of Funds. The Subrecipient agrees that the Department may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.
- k. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Subrecipient has remitted the proper refund. The Subrecipient agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

7. Accounting Records

- a. Establishment and Maintenance of Accounting Records. The Subrecipient shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with NCDOT Uniform Public Transportation Accounting System (UPTAS) guide.
- b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Subrecipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

8. Reporting, Record Retention, and Access

- a. Progress Reports. The Subrecipient shall advise the Department, through EBS, regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Subrecipient shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.
- b. Failure to comply with grant reporting and compliance guidelines set forth in the NCDOT PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.

- c. Record Retention. The Subrecipient and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Subrecipient, or until all audit exceptions have been resolved, whichever is longer.
- d. Project Closeout. The Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- e. Auditor Oversight. The Subrecipient agrees to audit oversight by the Office of the State Auditor, the Department, and the Department's Office of Inspector General, to provide the Office of the State Auditor, the Department, and the Department's Office of Inspector General with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Subrecipient.
- f. Financial Reporting and Audit Requirements. In accordance with 09 NCAC 03M.0205, all reports shall be filed with the Department in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
- g. Parts Inventory. Financial audits must address parts inventory management.
- h. Third Party Loans. Within 30 days of receipt, the Subrecipient shall disclose to the Department any loans received from a local government entity or other entity not party to this agreement.
- i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

9. Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the Department or with state or federal law.

- b. The Subrecipient agrees to comply with all applicable state and federal laws and regulations, including titles 09 NCAC 3M and 19A NCAC 5B, as amended.

10. Conflicts of Interest Policy

The subrecipient agrees to file with the Department a copy of the subrecipient's policy addressing conflicts of interest that may arise involving the subrecipient's management employees and the members of its board of directors or other governing body. The subrecipient's policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the subrecipient's employees or members of its board or other governing body, from the subrecipient's disbursing of State funds, and shall include actions to be taken by the subrecipient or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the Department prior to the Department disbursing funds to the subrecipient.

Prohibition on Bonus or Commission Payments

The Subrecipient affirms that it has not paid and will not pay any bonus or commission to any party to obtain approval of its Federal or State assistance application for the Project.

11. Tax Compliance Certification

The Subrecipient shall complete and submit to the Department a sworn written statement pursuant to NCGS 143C-6-23(c), stating that the Subrecipient does not have any overdue tax debts, as defined by GS 105-243.1, at the Federal, State, or local level. The Subrecipient acknowledges that the written statement must be submitted to the Department prior to execution of this Agreement and disbursement of funds. The certification will be incorporated into this Agreement as Attachment B.

12. Assignment

- a. Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department. Neither Grantee nor any subrecipient is relieved of any of the duties and responsibilities of this Agreement as a result of assignment.
- b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-

agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing. Any subrecipient/subgrantee agrees to abide by, among other things the standards contained in 09 NCAC Subchapter 03M and to provide information in its possession that is needed by the Grantee to comply with these standards.

13. Hold Harmless.

Except as prohibited or otherwise limited by law, the Subrecipient agrees to indemnify, save, and hold harmless the Department, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subrecipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

14. Real Property, Equipment, and Supplies.

Federal or State Interest. The Subrecipient understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. NCDOT shall be informed and included in all ribbon cuttings / dedications / groundbreaking. With respect to any Project property financed with Federal or State assistance under this Agreement, the Subrecipient agrees to comply with the following provisions, except to the extent FTA or the Department determines otherwise in writing:

- a. Use of Project Property. The Subrecipient agrees to maintain continuing control of the use of Project property. The Subrecipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Subrecipient unreasonably delay or fail to use Project property during the useful life of that property, the Subrecipient agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The Subrecipient further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Subrecipient has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.

- b. Maintenance and Inspection of Vehicles. The Subrecipient shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the Department's State Management Plan ("SMP"). The Subrecipient shall register all vehicle maintenance activities into the Department's Asset Management System (AssetWorks) or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Subrecipient shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Asset Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.
- c. Maintenance and Inspection of Facilities and Equipment. The Subrecipient shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Subrecipient shall document its maintenance program in a written plan. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Subrecipient pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Subrecipient shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections.
- d. The Subrecipient shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of updating the TAM Plan inventory and any and all other reports the Department deems necessary. The Subrecipient shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Subrecipient's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.
- e. Incidental Use. The Subrecipient agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.
- f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Subrecipient shall, upon written notification by the Department,

surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee within 30 days of request.

- g. Encumbrance of Project Property. The Subrecipient agrees to maintain satisfactory continuing control of Project property as follows:
- (1) Written Transactions. The Subrecipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.
 - (2) Oral Transactions. The Subrecipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.
 - (3) Other Actions. The Subrecipient agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Subrecipient's continuing control of the use of Project property.
- h. Alternative Use, Transfer, and Disposition of Project Property. The Subrecipient understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the Department and done in accordance with Departmental procedures.
- i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property that has not met its useful life, the Subrecipient agrees to:
- (1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
 - (2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.
- j. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Subrecipient's knowledge and consent, the Subrecipient agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the Department may require.
- k. Responsibilities after Project Closeout. The Subrecipient agrees that Project closeout by the Department will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and

State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

15. Insurance

The Subrecipient shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Subrecipient shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Subrecipient to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement. In addition, other insurance requirements may apply. The Subrecipient agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

16. Termination

- a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law. Any unexpended financial assistance shall revert to the Department upon termination of this Agreement.
- b. Should the Subrecipient terminate the Agreement without the concurrence of the Department, the Subrecipient shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the work.

17. Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the Department is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Subrecipient agrees that the Department may require repayment from the Subrecipient of an amount of funds to be determined in the Department's sole

discretion but not to exceed the amount of funds the Subrecipient has already received under this Agreement.

18. Civil Rights and Equal Opportunity

Under this Agreement, the Subrecipient shall at all times comply with the requirements included as part of this agreement in the Federal Terms and Conditions that are included in the current FTA Master Agreement.

19. Choice of Law and Venue

This agreement is to be interpreted according to the laws of the State of North Carolina. The Parties hereby agree that the proper venue for any claims filed as a result of this Agreement shall be the Superior Court of Wake County, North Carolina.

20. Severability

If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

21. Incorporated Terms and Conditions

In addition to the Terms and Conditions contained in this agreement and the terms, conditions, certifications, and assurances included in the grant application, which are hereby incorporated by reference, additional terms and conditions incorporated by reference into this agreement are checked below.



Federal Terms and Conditions, Attached

22. Federal Terms and Conditions

State Management Plan. The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department. Nothing shall be construed under the terms of this Agreement by the Department or the Subrecipient that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

Allowable Costs. Eligible costs are those costs attributable to and allowed under the FTA program and the provisions of 2 CFR Parts 200 and 1201, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

No Federal Government Obligations to Third Parties. The Subrecipient acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Subrecipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

The Subrecipient agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subrecipient to the extent the Federal Government deems appropriate.

The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on the Subrecipient, to the extent the Federal Government deems appropriate.

The Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports.

a. Record Retention. The Subrecipient will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

c. Access to Records. The Subrecipient agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

d. Access to the Sites of Performance. The Subrecipient agrees to permit FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

Federal Changes. The Subrecipient agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Subrecipient.

Civil Rights and Equal Opportunity. Under this Agreement, the Subrecipient shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e et seq., and Federal transit laws at 49 USC § 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such

action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 USC § 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, the Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC § 4151 et seq., and Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

Disadvantaged Business Enterprises. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds. The Subrecipient is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements. The Subrecipient, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Subrecipient shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Subrecipient to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

When payments are made to Disadvantaged Business Enterprise (DBE) Subrecipients, including material suppliers, Subrecipients at all levels (Subrecipient, Subconsultant or Subrecipient) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subrecipient Payment Information Form (Form DBE-IS). In the event the Subrecipient has no DBE participation, the Subrecipient shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Subrecipient, subconsultant or Subrecipient who can attest to the date and amounts of the payments shall certify that the accounting is

correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

Prompt payment provisions. When a subcontractor has performed in accordance with the provisions of his contract, the contractor shall pay to his subcontractor and each subcontractor shall pay to his subcontractor, within seven days of receipt by the contractor or subcontractor of each periodic or final payment, the full amount received for such subcontractor's work and materials based on work completed or service provided under the subcontract NCGS §22C-1.

Incorporation of FTA Terms. Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1; as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current FTA Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration.

Energy Conservation. The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. As such, the Subrecipient shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting this Agreement, Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined by the Department that the Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, throughout the period of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

Lobbying Restrictions. The Subrecipient agrees that neither it nor any third-party participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve this agreement, including any extension or modification, according to the following:

(1) Laws, Regulations, Requirements, and Guidance. This includes:

(a) The Byrd Anti-Lobbying Amendment, 31 USC § 1352, as amended,

(b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR part 20, to the extent consistent with 31 USC § 1352, as amended, and (c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the subrecipient's proper official channels.

The Subrecipient agrees to submit a signed and dated Certification on Lobbying that appears in the attachment.

Clean Air Act and Federal Water Pollution Control Act. The Subrecipient agrees:

1) It will not use any violating facilities;

2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

3) It will report violations of use of prohibited facilities to FTA; and

4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 USC §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 USC §§ 1251-1387).

Public Transportation Employee Protective Arrangements. The Subrecipient agrees to comply with the following employee protective arrangements of 49 USC § 5333(b):

1. Sections 5307 and 5339. Under this Agreement or any Amendments thereto that involve public transportation operations that are supported with 49 USC § 5307 or 49 USC § 5339 federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. Section 5311. When the Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 USC § 5311, U.S. DOL will provide a Special Warranty for its Award. The U.S. DOL Special Warranty is a condition of the Agreement.

3. Section 5310. The conditions of 49 USC § 5333(b) do not apply to Subrecipients providing public transportation operations pursuant to 49 USC § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 USC § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Charter Service. The Subrecipient agrees to comply with 49 USC 5323(d), 5323(r), and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(d);
2. FTA regulations, "Charter Service," 49 CFR part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The Subrecipient agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply. The Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

School Bus Operations. The Subrecipient agrees to comply with 49 USC 5323(f), and 49 CFR part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(f);
2. FTA regulations, "School Bus Operations," 49 CFR part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Subrecipient violates this School Bus Agreement, FTA may:

1. Bar the Subrecipient from receiving Federal assistance for public transportation; or
2. Require the Subrecipient to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Subrecipient shall include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Substance Abuse Requirements (Recipients of Sections 5307, 5311, and 5339 funds only). The Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR parts 40 and 655, as amended, and produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations or the Department to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and review the testing process. The Subrecipient agrees further to submit the Drug and Alcohol Management Information System (DAMIS) reports before February 15 to NCDOT Public Transportation Compliance Office or its designee.

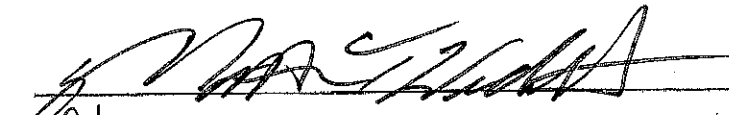
23. Contract Administrators.

All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Department:

Name: Myra Freeman
Title: Financial Manager
Agency: NCDOT/PTD
Email: Msfreeman1@ncdot.gov
MSC: 1550 Mall Service Center -- Raleigh, NC 27699-1550
Physical Address: 1 S. Wilmington St, Rm 542, Transportation Building, Raleigh, NC 27601
Phone: 919-707-4672 Fax: 919-733-2304

For the Subrecipient:

Name: 
Title: Chairman
Agency: Madison County Government
Address: Po Box 579 Marshall NC 28753
Email: Mwechtel@madisoncountync.gov
Phone: 828-649-2854

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Subrecipient by and through a duly authorized representative and is effective the date and year first above written.

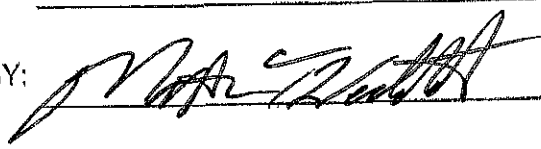
**MADISON COUNTY
TRANSPORTATION AUTHORITY**

SUBRECIPIENT'S FEDERAL TAX ID
NUMBER:

SUBRECIPIENT'S FISCAL YEAR END:

JUNE 30, 2024

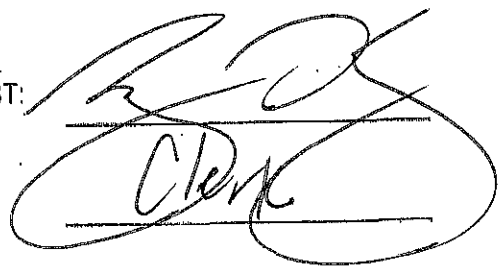
BY:



TITLE:

CHAIRPERSON

ATTEST:



TITLE:

Clerk

DEPARTMENT OF
TRANSPORTATION

BY:

TITLE:

DEPUTY SECRETARY FOR
MULTI-MODAL TRANSPORTATION

**Attachment 1
Certification Regarding Lobbying**

The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Subrecipient's Authorized Representative: _____

Title: Chairman

Date: August 8, 2023

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
PROJECT NUMBER: 24-ED-018
APPROVED BUDGET SUMMARY
EFFECTIVE DATE 7/1/2023

PROJECT SPONSOR: MADISON COUNTY TRANSPORTATION AUTHORITY
PROJECT DESCRIPTION: FY2024 COMMUNITY TRANSPORTATION PROGRAM

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 5312 OPERATING - 51001.104.3.2 \$85,585
PERIOD OF PERFORMANCE JULY 01, 2023 - JUNE 30, 2024

II. TOTAL PROJECT FUNDING

	<u>TOTAL</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
OPERATING - 51001.104.3.2	100%	50%	0%	50%
AGREEMENT #	\$85,585	\$32,792	\$0	\$32,793
TOTAL BUDGET	\$85,585	\$32,792	\$0	\$32,793

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 24-ED-018
SPONSOR: MADISON COUNTY TRANSPORTATION AUTHORITY
WBS: 51001.104.3.2

DEPARTMENT 5312 OPERATING

<u>OBJECT</u>	<u>TITLE</u>	<u>APPROVED BUDGET</u>
G313	Trans Clients/Oth.	\$65,585
TOTAL OPERATING		<u>\$ 65,585</u>

**Madison County
Board of Commissioners**

**Budget Amendment #2
August 8, 2023**

Description	Line Item	Debit	Credit
Tax Collector			
2009 Ad Valorem	10.3100.2009		\$ 33.15
2010 Ad Valorem	10.3100.2010		\$ 48.69
adjust to actual			
Library			
Bennett Estate	10.3611.5850		\$ 2,000.00
Friends of the Library	10.3611.4420		\$ 413.37
Bennett Estate	10.6110.5850	\$ 2,000.00	
Capital Equipment	10.6110.5100	\$ 413.37	
Recording donations			
Health Dept			
Vaya Health Grant	10.3513.7018		\$ 6,150.00
Vaya Health Grant	10.5110.7018	\$ 1,026.00	
Additional grant monies			
Transportation			
Transportation Capital	10.4522.5200	\$ 69,560.00	
Propane Retrofit Grant	10.3452.8300		\$ 62,604.00
Transportation MPO	10.3452.3720		\$ 32,793.00
Salaries	10.4522.1210	\$ 50,044.45	
FICA	10.4522.1810	\$ 1,971.50	
Retirement	10.4522.1820	\$ 3,136.36	
Health Insurance	10.4522.1830	\$ 9,405.00	
Unemployment Insurance	10.4522.1850	\$ 257.71	
Workers Comp	10.4522.1860	\$ 726.75	
Life Insurance	10.4522.1890	\$ 43.20	
Recording of Propane Retrofit Grant/Grant funded additional driver			
Sheriff's Office			
Covid 19 Facilities Grant	10.3431.4980		\$ 59,980.20
Covid 19 Facilities Grant	10.4310.4980	\$ 48,467.84	
Carryover grant from FY23			
Insurance Property and Liability			
INS-PROP & GEN LIAB	10.4110.4510		\$ 916.00
GOVERN BODY: INS-FIDELITY	10.4110.4530		\$ 430.00
INS-PROP & GEN LIAB	10.4130.4510	\$ 233.00	

INS-PROP & GEN LIAB	10.4140.4510		\$	59.00
INS-VEHICLES	10.4140.4520		\$	80.00
INS-FIDELITY	10.4140.4530		\$	750.00
INS PROP & GEN LIAB	10.4142.4510	\$	163.00	
INS-PROP & GEN LIAB	10.4170.4510		\$	273.00
INS-PROP & GEN LIAB	10.4180.4510		\$	77.00
INS-PROP & GEN LIAB	10.4260.4510		\$	7.00
INS VEHICLES	10.4260.4520		\$	79.00
INS-PROP & GEN LIAB	10.4261.4510		\$	7,196.00
INS-VEHICLES	10.4261.4520		\$	204.00
INS-PROP & GEN LIAB	10.4310.4510		\$	2,388.00
INS-VEHICLES	10.4310.4520	\$	762.00	
LAW ENFORCEMENT LIABILITY	10.4310.4530		\$	2,683.00
INS-PROP & GEN LIAB	10.4330.4510		\$	82.00
INS-VEHICLES	10.4330.4520	\$	2,729.00	
INS-PROP & GEN LIAB	10.4331.4510		\$	610.00
INS-PROP & GEN LIAB	10.4350.4510	\$	320.00	
INS-VEHICLES	10.4350.4520		\$	880.00
INS-PROP & GEN LIAB	10.4356.4510	\$	167.00	
INS-PROP & GEN LIAB	10.4380.4510	\$	38.00	
INS-VEHICLES	10.4380.4520	\$	6,366.00	
INS-PROP & GEN LIAB	10.4521.4510	\$	240.00	
INS-PROP & GEN LIAB	10.4522.4510		\$	600.00
INS-PROP & GEN LIAB	10.4931.4510	\$	1,997.00	
INS-VEHICLES	10.4931.4520		\$	79.00
INS-PROP & GEN LIAB	10.4950.4510		\$	590.00
INS-VEHICLES	10.4950.4520		\$	156.00
INS-PROP & GEN LIAB	10.4961.4510		\$	90.00
INS-VEHICLES	10.4961.4520		\$	79.00
INS-PROP & GEN LIAB	10.5110.4510		\$	519.00
INS-VEHICLES	10.5110.4520	\$	998.00	
INS-PROP & GEN LIAB	10.5310.4510		\$	496.00
INS-VEHICLES	10.5310.4520		\$	547.00
INS-PROP & GEN LIAB	10.5373.4510		\$	142.00
INS-PROP & GEN LIAB	10.5500.4510		\$	252.00
INS-PROP & GEN LIAB	10.5551.4510		\$	335.00
INS-VEHICLES	10.5551.4520	\$	499.00	
INS-PROP & GEN LIAB	10.6110.4510		\$	989.00
INS-PROP & GEN LIAB	10.6130.4510		\$	715.00
Opioid Settlement Fund				
Opioid Fund	37,3836.7000		\$	36,891.76
Professional Services	37,6500.1990	\$	36,891.76	
Recording of Janssen payment				

School Lottery Fund

Needs Based School Lottery	10.5911.6340	\$211,886.38	
Lottery Funds	10.3591.0000		\$ 211,886.38

Sales Tax

1/4 cent sales tax	10.3232.3115		\$54,391.43
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Education/Schools

1/4 cent sales tax	10.5911.7200	\$54,391.43	
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Contingency

	10.7000.0000		\$ 15,238.77
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Attachment 9.2

We are at 8.33% of the FY24 budget.

Bank balances at July 31, 2023 are as follows:

	Unrestricted	Restricted
General Fund	\$ 1,486,394.40	
Debt Service Fund		\$ 287,613.02
Capital Outlay Fund	\$ 326,319.69	
Capital Management	\$ 17,262,435.11	\$ 1,745,429.83
Occupancy Tax Fund		\$ 24,680.12
Revaluation Fund		\$ 755,061.32
Tourism Development		\$ 1,968,001.21
Automation Fund		\$ 159,416.73
Drug Seizure Fund		\$ 8,350.44
Inmate Trust Fund		\$ 8,583.42
Soil & Water Conservation		\$ 43,270.55
Opioid Settlement		\$ 235,466.21
Courthouse SCIF Grant GPO		\$ 3,751,013.83
Arpa Cash Management Fun	\$ 3,698,736.06	\$ 50,000.00

Total of All Accounts: \$ 22,773,885.26 \$ 9,036,886.68

New Jail Loan	\$ -	(Due In February)
School Debt Service	\$ -	(Due In February)
40-42 Set Aside for Schools	\$ (2,116,260.24)	
Unspent Grant/Restricted Pr	\$ (648,598.32)	
Adoption Promotion Fund	\$ (85,594.87)	
Encumbered Amounts	\$ (3,086,475.68)	
911 Funds	\$ (515,652.04)	
Goldenleaf Funds	\$ (78,195.00)	
Arpa Funds	\$ (50,000.00)	
Total assigned and restricted	\$ (6,580,776.15)	

	General	Landfill
Unassigned and Unrestricted	\$ 7,156,222.43	\$ 21,695.52

SUMMARIES:

Percentage of budget at July 31, 2023 is:

General Fund:			YTD		
Revenues	\$	820,569.54	\$	820,569.54	2.51
Expenditures	\$	1,408,438.28	\$	1,408,438.28	4.50

General Fund	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 07/22				
Revenues to Date:	\$	820,569.54	\$	820,569.54	2.51	\$	-		
Expenditures to Date:	\$	1,408,438.28	\$	1,408,438.28	\$	2,146,050.15	4.50	\$	1,180,455.27
Gain/Loss to Date:	\$	(587,868.74)	\$	(587,868.74)				\$	(1,180,455.27)

Contingency

Landfill	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 07/22				
Revenues to Date:	\$	33,113.29	\$	33,113.29	1.16	\$	24,952.43		
Expenditures to Date:	\$	157,352.27	\$	157,352.27	\$	940,425.53	5.49	\$	107,215.36
Gain/Loss to Date:	\$	(124,238.98)	\$	(124,238.98)					

Contingency

911 Emergency Telephone S	MTD	YTD		% OF BUDGET	Year to Date 07/22		
Revenues	\$	9,461.97	\$	9,461.97	14.41	\$	11,731.87
Expenditures							
Gain/Loss	\$	9,461.97	\$	9,461.97		\$	11,731.87
Contingency	\$-						

GENERAL FUND:

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 07/22
Vehicle Tax	\$ 115,585.44	\$ 115,585.44	11.56	\$ 109,453.15
Overages/Underages				
Ad Valorem Tax Interest	\$ 4,971.69	\$ 4,971.69	3.31	\$ 12,350.54
Late Listing Fee	\$ 259.14	\$ 259.14	1.76	\$ 410.87
Legal Fees				
2011 Ad Valorem Tax				
2012 Ad Valorem Tax				
2013 Ad Valorem Tax	\$ 4.49	\$ 4.49	0.07	\$ 36.95
2014 Ad Valorem Tax	\$ 724.09	\$ 724.09	10.34	\$ 65.02
2015 Ad Valorem Tax				
2016 Ad Valorem Tax	\$ 58.31	\$ 58.31	0.65	\$ 2,110.15
2017 Ad Valorem Tax	\$ 91.32	\$ 91.32	0.46	\$ 3,200.03
2018 Ad Valorem Tax	\$ 842.55	\$ 842.55	3.37	\$ 4,658.93
2019 Ad Valorem Tax	\$ 1,071.34	\$ 1,071.34	3.57	\$ 4,856.72
2020 Ad Valorem Tax	\$ 2,380.76	\$ 2,380.76	4.76	\$ 9,910.29
2021 Ad Valorem Tax	\$ 4,669.09	\$ 4,669.09	4.67	\$ 20,277.79
2022 Ad Valorem Tax	\$ 16,098.42	\$ 16,098.42	8.05	\$ 9,399.83
2023 Ad Valorem Tax	\$ 161.88	\$ 161.88		
Collection Fees: Marshall				
Collection Fees: Mars Hill				
Collection Fees: Hot Springs				
Sale of Tax Maps	\$ 50.00	\$ 50.00	16.67	\$ 561.50
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				
Gas Tax Refund/State				
Payment in Lieu of Taxes				
Forest Service Timber Sales				
Clerk of Court				
Board of Elections				
Register of Deeds	\$ 43,855.25	\$ 43,855.25	9.68	\$ 50,340.00
Sheriff's Department	\$ 193,863.98	\$ 193,863.98	6.60	\$ 96,519.61
Emergency Management				
Inspections	\$ 35,935.00	\$ 35,935.00	11.68	\$ 19,717.20
Animal Control	\$ 560.00	\$ 560.00	3.61	\$ 1,272.00
Transportation	\$ 7,281.73	\$ 7,281.73	1.88	\$ 15,407.80
Cooperative Extension Service				
Soil & Water Conservation				
Grant Revenues/JCPC/DJJD	\$ 1,884.00	\$ 1,884.00	0.35	\$ 6,900.00

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 07/22
Health Department	\$ 299,717.71	\$ 299,717.71	12.60	\$ 108,874.95
Medicaid Hold Harmless Tax				\$ 86,912.75
Social Services	\$ 56,657.00	\$ 56,657.00	2.08	\$ 65,037.00
AFDC				
Foster Care	\$ 18,450.63	\$ 18,450.63	3.81	\$ 16,681.16
Medicaid				
Adoption				
Child Support Enforcement				
In Home Aides				
Beech Glen Center	\$ 50.00	\$ 50.00	1.00	\$ 571.00
Nutrition	\$ 476.75	\$ 476.75	0.27	\$ -
State Lottery Funds/Education				
Library	\$ 9,144.71	\$ 9,144.71	11.22	\$ 7,424.00
Parks & Recreation	\$ 178.00	\$ 178.00	1.48	\$ 740.00
Interest Earned	\$ 97,883.83	\$ 97,883.83	42.94	\$ 25,919.65
Rent of County Property	\$ 3,902.50	\$ 3,902.50	6.49	\$ 3,327.50
Finance/Other				
Miscellaneous Income				
Fund Transfer In				
Totals	\$ 820,569.54	\$ 820,569.54	2.51	\$ -

GENERAL FUND EXPENDITURES

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 07/22
Governing Body	\$ 30,385.66	\$ 30,385.66		15.29	\$ 14,697.56
Finance Office	\$ 53,116.91	\$ 53,116.91		5.74	\$ 70,843.38
Tax Collector	\$ 24,144.47	\$ 24,144.47		4.10	\$ 10,846.89
Tax Supervisor	\$ -	\$ -	\$ -	-	\$ -
Land Records	\$ 4,447.11	\$ 4,447.11		4.36	\$ 2,650.68
Professional Services		\$ 65,100.00		-	\$ -
Court Facilities	\$ 289.40	\$ 289.40		0.88	\$ 2,862.50
Board of Elections	\$ 6,990.35	\$ 6,990.35	\$ 1,650.00	1.96	\$ 8,117.74
Register of Deeds	\$ 10,588.07	\$ 10,588.07		2.94	\$ 8,497.46
Register of Deeds- Automation		\$ -		-	\$ -
Custodial	\$ 4,685.35	\$ 4,685.35		4.45	\$ 4,272.35
Maintenance	\$ 54,783.56	\$ 54,783.56	\$ 7,795.90	4.40	\$ 16,248.63
Sheriff's Department	\$ 417,213.26	\$ 417,213.26		8.16	\$ 243,675.25
Emergency Management	\$ 11,460.40	\$ 11,460.40		9.05	\$ 4,655.09
911 Dispatchers	\$ 35,115.61	\$ 35,115.61		4.75	\$ 37,263.63
Fire Contract/Forest Service					
Inspections	\$ 16,727.88	\$ 16,727.88		4.75	\$ 15,680.85
Economic Development	\$ 5,355.76	\$ 5,355.76		2.04	\$ 6,262.91
Medical Examiner	\$ 400.00	\$ 400.00		2.67	\$ 200.00
Ambulance Service Contract	\$ 142,916.67	\$ 142,916.67	\$ 1,579,583.00	8.30	\$ 142,916.67
Animal Control	\$ 18,964.15	\$ 18,964.15		5.82	\$ 15,149.34
Transportation - Admin	\$ 6,504.92	\$ 6,504.92		4.72	\$ 5,777.39

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 07/22
Transportation - Operating	\$ 28,538.53	\$ 28,538.53		5.23	\$ 29,147.59
Transportation - Capital Outlay		\$ -		-	
Transportation - EDTAP					
Planning & Development	\$ 3,600.00	\$ 3,600.00		0.63	
Information Technology	\$ 27,350.90	\$ 27,350.90	\$ 1,799.00	9.34	\$ 10,684.60
Cooperative Extension	\$ 23,566.82	\$ 23,566.82	\$ 7,337.00	6.89	\$ 3,018.92
Soil & Water	\$ 7,822.12	\$ 7,822.12	\$ 6,600.00	4.71	\$ 9,246.31
Health Department	\$ 174,147.41	\$ 174,147.41	\$ 421,029.25	4.87	\$ 174,912.99
Drug Free Community	\$ 6,527.98	\$ 6,527.98	\$ 10,500.00	4.71	\$ 5,450.01
MHAT	\$ 7,580.13	\$ 7,580.13	\$ 294.00	5.94	
Management Admin.	\$ 3,117.00	\$ 3,117.00		0.61	\$ 24,062.90
Social Services	\$ 146,538.67	\$ 146,538.67		4.34	\$ 127,993.80
AFDC		\$ -			
Special Assistance	\$ 6,601.50	\$ 6,601.50		3.62	\$ 6,416.50
State Foster Care					
Foster Care Program					
Medical Assistance Program					
Adoption Assistance	\$ 126,614.26	\$ 12,661.26		4.75	\$ 20,160.43
Crisis Intervention		\$ -		-	\$ -
Child Support	\$ 15,942.83	\$ 105,803.23		78.24	\$ 103,550.56
In Home Aides	\$ 4,593.45	\$ 4,593.45		2.35	\$ 8,227.05
Nutrition	\$ 33,938.97	\$ 33,938.97	\$ 4,500.00	5.18	\$ 33,394.54
Education					
A-B Technical College	\$ 9,542.00	\$ 9,542.00	\$ 104,962.00	8.47	\$ 9,542.00
Bank Charges	\$ 1,694.46	\$ 1,694.46		8.47	
Library	\$ 37,384.32	\$ 37,384.32		5.74	\$ 36,550.64
Parks & Recreation	\$ 13,503.26	\$ 13,503.26		4.16	\$ 6,571.22
Debt Services					
Debt Services Interest					
Fund Transfer In/ Landfill & Library					
Fund Transfer Out/Revaluation					
TOTALS	\$ 1,408,438.28	\$ 1,408,438.28	\$ 2,146,050.15	4.50	\$ 1,180,455.27

LANDFILL FUND

REVENUES	MTD	YTD	% OF BUDGET	Year to Date 07/22
Transfer From Fund Balance				
Landfill Miscellaneous Fees				
Returned Check Fees				
Surplus Property Proceeds				
State Tire Disposal Fee				
Local Tire Disposal Fee	\$ 375.25	\$ 375.25	25.02	\$ 331.00
White Goods Tax				
Sale of White Goods	\$ 2,493.40	\$ 2,493.40	16.09	\$ 1,971.20
Household Hazardous Waste				
Temporary Disposal Cards	\$ 9,410.00	\$ 9,410.00	29.41	\$ 5,055.00
Duplicate Disposal Cards	\$ 150.00	\$ 150.00	0.54	\$ 145.00
Landfill Disposal Cost Fees	\$ 4,705.55	\$ 4,705.55	3.76	\$ 5,590.94
Landfill Sale of Recyclables	\$ 4,382.31	\$ 4,382.31	11.53	\$ 11,171.40
Nuisance Tires				
Disposal Cards	\$ 7,763.72	\$ 7,763.72	0.30	\$ 8,245.74
Construction Demolition	\$ 3,833.06	\$ 3,833.06	10.09	\$ 6,149.70
Solid Waste Disposal Distribution				
Grant/State				
Electronics Management				
Electronics (County)				
Interest				
Totals	\$ 33,113.29	\$ 33,113.29	1.16	\$ 24,952.43

EXPENSES:	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 07/22
Landfill	\$ 146,520.55	\$ 146,520.55	\$ 911,131.95	5.76	\$ 90,247.40
Recycling	10554.72	\$ 10,554.72	\$ 29,293.58	3.67	\$ 13,050.09
Scrap Tires	\$ 277.00	\$ 277.00		1.05	\$ 3,917.87
White Goods					
Closure/Post Closure					
Totals	\$ 157,352.27	\$ 157,352.27	\$ 940,425.53	5.49	\$ 107,213.36