State of North Carolina

Minutes

County of Madison

The Madison County Board of Commissioners met in regular session on Tuesday, May 14, 2024, at 7:00 p.m. at the North Carolina Cooperative Extension-Madison County Center located at 258 Carolina Lane, Marshall, North Carolina.

In attendance were Chairman Matt Wechtel, Vice-Chairman Michael Garrison, Commissioner Bill Briggs, Commissioner Jeremy Hensley, Commissioner Alan Wyatt, County Manager Rod Honeycutt, County Attorney Donny Laws, and Clerk Mandy Bradley.

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

Agenda Item 1: Agenda Approval

County Manager Rod Honeycutt requested that the agenda be amended to include the following:

- Item 8e-Register of Deeds Grant
- Item 8f-Opioid Litigation

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to approve. (Attachment 1.1)

Agenda Item 2: Consent Agenda

a. **Tax Refunds and Releases** (Attachment 2.1)
b. **Madison County Manufacturing Art Park Agreement** (Attachment 2.2)
c. **Go Rail Letter of Support** (Attachment 2.3)
d. **Approval of April 9, 2024 (Regular) Meeting Minutes; April 12, 2024 (Special) Meeting Minutes; April 23, 2024 (Special) Meeting Minutes; April 30, 2024 (Recessed) Meeting Minutes**

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

Agenda Item 3: Public Comment

Maxine Ramsey spoke regarding property development. (Attachment 3.1)

Agenda Item 4: James Bence, Mauldin Jenkins

Mr. Bence joined the meeting via electronic means to present the FY23 financial audit and answer questions from members of the Board. Information discussed included the Mauldin and Jenkins Firm and information contained in the audit including quality control, process for conducting the audit, statements reviewed, accounting standards, audit findings, audit outcomes, and corrective actions.

Discussion was had by the Board, Mr. Bence, and Finance Officer Kary Ledford.

Agenda Item 5: Public Hearing-Proposed Amendments to the Madison County Land Use Ordinance

a. Presentation of Proposed Amendments to Include Data Processing Facilities-Brad Guth, Development Services Director

Mr. Guth presented and discussed proposed amendments to the Madison County Land Use Ordinance to include data processing facilities as a special use. Information discussed included the recommendation of the Planning Board, uses, definitions, regulations, allowable zoning districts, requirements, standards, proposed resolution to approve, and consistency and reasonableness statement. (Attachment 5.1)

b. Public Comment

With no public comment having previously been received to be heard by the Board, Chairman Wechtel opened the floor to those in attendance with none being received.

Upon motion by Chairman Wechtel and second by Vice-Chairman Garrison, the Board voted unanimously to close public comment.

c. Discussion

Discussion was had by the Board and Mr. Guth regarding data processing facilities and those that qualify as well as allowances in the Land Use Ordinance.

d. Consideration of Approval

Chairman Wechtel read the Resolution for Text Amendment to the Madison County Land Use Ordinance Regarding Data Processing Facilities into record.

Upon motion by Chairman Wechtel and second by Vice-Chairman Garrison, the Board voted unanimously to approve. (Attachment 5.4)

Agenda Item 6: Public Hearing-Appropriation of Economic Development Funds for Real Property Improvement of Industrial Park

a. Presentation of Proposed Funding and Improvements to Real Property-Brad Guth, Development Services Director

Mr. Guth presented and discussed the proposed allocation of County funds in the amount of $294,550.00 to be utilized as a match to Golden LEAF funds that were previously received by the County with Mr. Guth further discussing work and improvements to real property to be done at the County's Industrial Park site located on Long Branch Road in Marshall.

b. Public Comment

With no public comment having previously been received to be heard by the Board, Chairman Wechtel opened the floor to those in attendance with none being received.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to close the public comment portion.

c. Discussion

Discussion was had by the Board, Mr. Guth, and Finance Officer Kary Ledford regarding the funding source for the matching funds as well as allowances for the work to be done at the site.

d. Consideration of Approval

Upon motion by Commissioner Wyatt and second by Chairman Wechtel, with counsel being provided by County Attorney Laws, the Board voted unanimously to approve the matching funds to move forward with the project.

Agenda Item 7: Kary Ledford, Finance Officer

a. Budget Amendment #11

Ms. Ledford presented and discussed Budget Amendment #11 for consideration of the Board as well as answered questions.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to approve budget amendment #11. (Attachment 7.1)

b. Financial Report

Ms. Ledford presented and discussed the financial report for the month of April 2024 with the Board and answered questions from board members. (Attachment 7.2)

Agenda Item 8: Rod Honeycutt, County Manager

a. FY 2024-2025 Budget and Fee Schedule Presentation

County Manager Rod Honeycutt discussed the budget timeline, manager options, budgetary updates, and options for consideration of the Board. Discussion was had by the Board and Manager Honeycutt.

The proposed FY2024-2025 Fee Schedule for County departments was presented for consideration of the Board by Manager Honeycutt who discussed proposed increases, new fees, and neighboring County fee comparisons.

Upon motion by Chairman Wechtel and second by Vice-Chairman Garrison with discussion being had by the Board regarding the Enterprise Fund availability fee and counsel being provided by Attorney Laws, the Board voted unanimously to adopt the schedule of fees. (Attachment 8.1)

b. County Owned Surplus Property

County Manager Honeycutt presented and discussed the bid that was previously accepted for parcel identification number 9769-09-8590 noting that upon advertisement, the bid was upset by a new bid which received no further upset bids upon the required advertisement period. Discussion was had by the Board and counsel was provided by County Attorney Laws.

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

c. Internal Staff Workgroups Updates

An update regarding internal staff workgroups including composition clarification was discussed by County Manager Honeycutt. Information provided included updates and recommendations for the courthouse workgroup, Solid Waste Ordinance workgroup, and mountain ridge protection workgroup as well as the County Manager's recommendation for workgroups to be comprised of internal staff.

Discussion was had by the Board and Manager Honeycutt with counsel being provided by County Attorney Laws regarding the composition of the mountain ridge protection workgroup with Vice-Chairman Garrison requesting that the Planning Board facilitate recommendations for mountain ridge protection.

Additional discussion was had.

d. County Board Appointments

County Manager Honeycutt discussed the vacancy for the Board of Health. Discussion was had by the Board regarding removal of consideration of the vacancy pending receipt of additional applications. Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to table.

County Manager Rod Honeycutt discussed the vacancy for the Transportation Authority Advisory Board. Upon motion by Vice-Chairman Garrison and second by Chairman Wechtel, the Board voted unanimously to reappoint Edward Roberts.

e. Register of Deeds Grant

County Manager Honeycutt presented and discussed the consideration of acceptance of a $2,000.00 Register of Deeds grant, noting that the funding has previously been awarded annually.

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

Upon motion by Commissioner Wyatt and second by Commissioner Hensley, the Board voted unanimously to approve the grant for the Register of Deeds. (Attachment 8.5)

f. Opioid Litigation

County Attorney Laws discussed the current opioid litigation and new case being sought against producers of scripts for opioids from mail order pharmacies noting that the County has the option to amend the current claim to opt in to the new litigation with Pharmacy Benefit Managers (PBM).

Discussion was had with additional counsel being provided by County Attorney Laws.

Upon motion by Chairman Wechtel and second by Commissioner Wyatt, the Board voted unanimously to agree to sign on to the litigation in pursuing settlement from the PBMs listed in the litigation email.

Agenda Item 9: Adjournment

Discussion was had. Upon motion by Commissioner Hensley and second by Commissioner Briggs, the Board voted unanimously to adjourn at 8:38 p.m.

This the 14th day of May 2024.

MADISON COUNTY

Matt Wechtel, Chairman
Board of Commissioners

ATTEST:

Mandy Bradley, Clerk

Madison County Board of Commissioners
Agenda
May 14, 2024

Attachment 1.1

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. Madison County Manufacturing Art Park Agreement
   c. Go Rail Letter of Support
   d. Approval of April 9, 2024 (Regular) Meeting Minutes; April 12, 2024 (Special) Meeting Minutes; April 23, 2024 (Special) Meeting Minutes; April 30, 2024 (Recessed) Meeting Minutes

3. Public Comment

4. James Bence, Mauldin Jenkins
   FY 23 Final Audit Presentation

5. Public Hearing-Proposed Amendments to Madison County Land Use Ordinance
   a. Presentation of Proposed Amendments to Include Data Processing Facilities-Brad Guth, Development Services Director
   b. Public Comment
   c. Discussion
   d. Consideration of Approval

6. Public Hearing-Appropriation of Economic Development Funds for Real Property Improvement of Industrial Park
   a. Presentation of Proposed Funding and Improvements to Real Property-Brad Guth, Development Services Director
   b. Public Comment
   c. Discussion
   d. Consideration of Approval

7. Kary Ledford, Finance Officer
   a. Budget Amendment #11
   b. Financial Report

8. Rod Honeycutt, County Manager
   a. FY 2024-2025 Budget and Fee Schedule Presentation
   b. County Owned Surplus Property
   c. Internal Staff Workgroups Updates
   d. County Board Appointments
   e. Register of Deeds Grant
   f. Opioid Litigation

9. Adjournment

Tax Year	Bill Number	Parcel #	Source Type	Adjustment #	Adjustment Reason	Date of Adj.	Refund Recipient Name	Refund Address Line 1	Refund City	Refund State	Refund Zip Code	Jurisdiction	Refund Amount ($)	MADISON Portion Refund ($)	SOLID WASTE	Fire District	Fire Refund ($)
MADISON Refunds																	
2023	0000018838-2023-2023-0000-00	6383	REI	4637	Landfill error	4/17/2024 3:41:09 PM	BRIGGS, BRUCE B.	PO BOX 81	MARS HILL	NC	28754	MADISON	540.00	0.00	540.00		0.00
2018	0000003738-2018-2018-0000-00	659154	REI	4656	Exempt Property	4/24/2024 11:53:28 AM	CHANDLER, JOSEPH C. III	211 OLD MOUNTAIN ROAD	MARS HILL	NC	28754	MADISON	105.22	105.22	0.00		0.00
2018	0000003738-2018-2018-0000-00	659154	REI	4656	Exempt Property	4/24/2024 11:53:28 AM	CHANDLER, JOSEPH C. III	211 OLD MOUNTAIN ROAD	MARS HILL	NC	28754	MADISON	18.22	0.00	0.00	MARS HILL FD	18.22
2017	0000499016-2017-2017-0000-00	659154	REI	4657	Exempt Property	4/24/2024 11:53:29 AM	CHANDLER, JOSEPH C. III	211 OLD MOUNTAIN ROAD	MARS HILL	NC	28754	MADISON	105.21	105.21	0.00		0.00
2017	0000499016-2017-2017-0000-00	659154	REI	4657	Exempt Property	4/24/2024 11:53:29 AM	CHANDLER, JOSEPH C. III	211 OLD MOUNTAIN ROAD	MARS HILL	NC	28754	MADISON	18.22	0.00	0.00	MARS HILL FD	18.22
2019	0000003738-2019-2019-0000-00	659154	REI	4655	Exempt Property	4/24/2024 11:53:27 AM	CHANDLER, JOSEPH C. III & WIFE MELISSA RENEE CHANDLER	211 OLD MOUNTAIN ROAD	MARS HILL	NC	28754	MADISON	111.29	111.29	0.00		0.00
2019	0000003738-2019-2019-0000-00	659154	REI	4655	Exempt Property	4/24/2024 11:53:27 AM	CHANDLER, JOSEPH C. III & WIFE MELISSA RENEE CHANDLER	211 OLD MOUNTAIN ROAD	MARS HILL	NC	28754	MADISON	18.22	0.00	0.00	MARS HILL FD	18.22
2020	0000003738-2020-2020-0000-00	659154	REI	4654	Exempt Property	4/24/2024 11:53:27 AM	CHANDLER, JOSEPH C. III & WIFE MELISSA RENEE CHANDLER	211 OLD MOUNTAIN ROAD	MARS HILL	NC	28754	MADISON	102.50	102.50	0.00		0.00
2020	0000003738-2020-2020-0000-00	659154	REI	4654	Exempt Property	4/24/2024 11:53:27 AM	CHANDLER, JOSEPH C. III & WIFE MELISSA RENEE CHANDLER	211 OLD MOUNTAIN ROAD	MARS HILL	NC	28754	MADISON	18.45	0.00	0.00	MARS HILL FD	18.45
2021	0000003738-2021-2021-0000-00	659154	REI	4653	Exempt Property	4/24/2024 11:53:26 AM	CHANDLER, JOSEPH C. III & WIFE MELISSA RENEE CHANDLER	211 OLD MOUNTAIN ROAD	MARS HILL	NC	28754	MADISON	104.55	104.55	0.00		0.00
2021	0000003738-2021-2021-0000-00	659154	REI	4653	Exempt Property	4/24/2024 11:53:26 AM	CHANDLER, JOSEPH C. III & WIFE MELISSA RENEE CHANDLER	211 OLD MOUNTAIN ROAD	MARS HILL	NC	28754	MADISON	18.82	0.00	0.00	MARS HILL FD	18.82
2022	0000003738-2022-2022-0000-00	659154	REI	4652	Exempt Property	4/24/2024 11:53:25 AM	CHANDLER, JOSEPH C. III & WIFE MELISSA RENEE CHANDLER	211 OLD MOUNTAIN ROAD	MARS HILL	NC	28754	MADISON	106.09	106.09	0.00		0.00
2022	0000003738-2022-2022-0000-00	659154	REI	4652	Exempt Property	4/24/2024 11:53:25 AM	CHANDLER, JOSEPH C. III & WIFE MELISSA RENEE CHANDLER	211 OLD MOUNTAIN ROAD	MARS HILL	NC	28754	MADISON	19.10	0.00	0.00	MARS HILL FD	19.10
2023	0000003738-2023-2023-0000-00	659154	REI	4651	Exempt Property	4/24/2024 11:53:24 AM	CHANDLER, JOSEPH C. III & WIFE MELISSA RENEE CHANDLER	211 OLD MOUNTAIN ROAD	MARS HILL	NC	28754	MADISON	106.09	106.09	0.00		0.00
2023	0000003738-2023-2023-0000-00	659154	REI	4651	Exempt Property	4/24/2024 11:53:24 AM	CHANDLER, JOSEPH C. III & WIFE MELISSA RENEE CHANDLER	211 OLD MOUNTAIN ROAD	MARS HILL	NC	28754	MADISON	19.10	0.00	0.00	MARS HILL FD	19.10
2023	0000005210-2023-2023-0000-00	6254	REI	4636	Landfill error	4/17/2024 3:38:18 PM	DAVIS CHAPEL MISSIONARY BAPTIST CHURCH	904 S AMMONS BRANCH RD	MARSHALL	NC	28753	MADISON	180.00	0.00	180.00		0.00
2023	0000567722-2023-2023-0000-00	12864	REI	4635	Landfill error	4/17/2024 3:30:20 PM	HUNTER, CHANCE	111 OLD MOUNTAIN RD	MARS HILL	NC	28754	MADISON	187.65	0.00	187.65		0.00
2023	0000017965-2023-2023-0000-00	26818	REI	4633	Landfill error	4/11/2024 2:42:30 PM	I-S-I ENTERPRISE, LLC	149 KEYSTONE DR.	ASHEVILLE	NC	28806	MADISON	739.80	0.00	739.80		0.00
2023	0000008843-2023-2023-0000-00	830	REI	4632	Landfill error	4/11/2024 2:41:02 PM	I-S-I ENTERPRISE, LLC, A NC LIMITED LIABILITY COMPANY	149 KEYSTONE DRIVE	ASHEVILLE	NC	28806	MADISON	369.90	0.00	369.90		0.00
2023	0000011897-2023-2023-0000-00	10417	REI	4631	Landfill error	4/11/2024 2:30:22 PM	WALLER, RUTH ALICE	625 BURTON COVE RD	MARSHALL	NC	28753	MADISON	180.00	0.00	180.00		0.00
2019	0000568545-2019-2019-0000-00	7210	REI	4630	Duplication	4/11/2024 1:27:20 PM	SKI THE RIDGES, LLC	578 VALLEY VIEW CIRCLE	MARS HILL	NC	28753	MADISON	658.03	658.03	0.00		0.00
2019	0000568545-2019-2019-0000-00	7210	REI	4630	Duplication	4/11/2024 1:27:20 PM	SKI THE RIDGES, LLC	578 VALLEY VIEW CIRCLE	MARS HILL	NC	28753	MADISON	106.86	0.00	0.00	EBBS CHAPEL FD	106.86
2020	0000568545-2020-2020-0000-00	7210	REI	4629	Duplication	4/11/2024 1:27:19 PM	SKI THE RIDGES, LLC	578 VALLEY VIEW CIRCLE	MARS HILL	NC	28753	MADISON	349.47	349.47	0.00		0.00
2020	0000568545-2020-2020-0000-00	7210	REI	4629	Duplication	4/11/2024 1:27:19 PM	SKI THE RIDGES, LLC	578 VALLEY VIEW CIRCLE	MARS HILL	NC	28753	MADISON	62.52	0.00	0.00	EBBS CHAPEL FD	62.52
2021	0000568545-2021-2021-0000-00	7210	REI	4628	Duplication	4/11/2024 1:27:18 PM	SKI THE RIDGES, LLC	578 VALLEY VIEW CIRCLE	MARS HILL	NC	28753	MADISON	328.46	328.46	0.00		0.00
2021	0000568545-2021-2021-0000-00	7210	REI	4628	Duplication	4/11/2024 1:27:18 PM	SKI THE RIDGES, LLC	578 VALLEY VIEW CIRCLE	MARS HILL	NC	28753	MADISON	59.12	0.00	0.00	EBBS CHAPEL FD	59.12
2022	0000568545-2022-2022-0000-00	7210	REI	4627	Duplication	4/11/2024 1:27:18 PM	SKI THE RIDGES, LLC	578 VALLEY VIEW CIRCLE	MARS HILL	NC	28753	MADISON	323.73	323.73	0.00		0.00
2022	0000568545-2022-2022-0000-00	7210	REI	4627	Duplication	4/11/2024 1:27:18 PM	SKI THE RIDGES, LLC	578 VALLEY VIEW CIRCLE	MARS HILL	NC	28753	MADISON	58.27	0.00	0.00	EBBS CHAPEL FD	58.27
2023	0000568545-2023-2023-0000-00	7210	REI	4626	Duplication	4/11/2024 1:27:16 PM	SKI THE RIDGES, LLC	578 VALLEY VIEW CIRCLE	MARS HILL	NC	28753	MADISON	315.07	315.07	0.00		0.00
2023	0000568545-2023-2023-0000-00	7210	REI	4626	Duplication	4/11/2024 1:27:16 PM	SKI THE RIDGES, LLC	578 VALLEY VIEW CIRCLE	MARS HILL	NC	28753	MADISON	56.71	0.00	0.00	EBBS CHAPEL FD	56.71
	Subtotal												**5,386.67**	**2,715.71**	**2,197.35**		**473.61**

Authorization

_____

_____ **Date:**

4/30/2024

Attachment 2.1

Date run: 4/30/2024 9:32:04 PM

TR-304 Bill Release Report

NCPTS V4

Data as of: 4/30/2024 7:14:23 PM

Report Parameters:

Release Date Start: **4/1/2024**

Release Date End: **4/30/2024**

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
0000005594-2023-2023-0000-00-REG	RICKER, CHARLES KENNETH	9/28/2023	Landfill error	DIANA	4/23/2024	388.88	180.00	208.88
0000005902-2020-2020-0000-00-REG	BURNETTE, JAMES	9/21/2020	Landfill error	DIANA	4/23/2024	540.00	540.00	0.00
0000005902-2021-2021-0000-00-REG	BURNETTE, JAMES	9/15/2021	Landfill error	DIANA	4/23/2024	540.00	540.00	0.00
0000005902-2022-2022-0000-00-REG	PLEASANT VALLEY BAPTIST CHURCH	8/21/2022	Landfill error	DIANA	4/23/2024	540.00	540.00	0.00
0000005902-2023-2023-0000-00-REG	PLEASANT VALLEY BAPTIST CHURCH	9/28/2023	Landfill error	DIANA	4/23/2024	540.00	540.00	0.00
0000015841-2020-2020-0000-00-REG	SCENIC MOUNTAIN, LLC	9/21/2020	Duplication	DIANA	4/11/2024	11.68	11.68	0.00
0000015841-2021-2021-0000-00-REG	SCENIC MOUNTAIN, LLC	9/15/2021	Duplication	DIANA	4/11/2024	11.68	11.68	0.00
0000015841-2022-2022-0000-00-REG	SCENIC MOUNTAIN, LLC	8/21/2022	Duplication	DIANA	4/11/2024	11.68	11.68	0.00
0000015842-2020-2020-0000-00-REG	SCENIC MOUNTAIN, LLC	9/21/2020	Duplication	DIANA	4/11/2024	11.68	11.68	0.00
0000015842-2021-2021-0000-00-REG	SCENIC MOUNTAIN, LLC	9/15/2021	Duplication	DIANA	4/11/2024	11.68	11.68	0.00
0000015842-2022-2022-0000-00-REG	SCENIC MOUNTAIN, LLC	8/21/2022	Duplication	DIANA	4/11/2024	11.68	11.68	0.00
0000017142-2023-2023-0000-00-REG	ROBINSON, CASEY RYAN	9/28/2023	Not in County	MOLLY	4/12/2024	7.83	7.83	0.00
0000017268-2021-2021-0000-00-REG	PERRY, RANDALL LYNN	9/15/2021	Sold/Traded	MOLLY	4/2/2024	82.50	82.50	0.00
0000017268-2022-2022-0000-00-REG	PERRY, RANDALL LYNN	8/21/2022	Sold/Traded	MOLLY	4/2/2024	82.50	82.50	0.00
0000017268-2023-2023-0000-00-REG	PERRY, RANDALL LYNN	9/28/2023	Sold/Traded	MOLLY	4/2/2024	82.50	82.50	0.00
0000568402-2020-2020-0000-00-REG	DEW DROP CHURCH OF GOD	9/21/2020	Landfill error	DIANA	4/23/2024	180.00	180.00	0.00
0000568402-2021-2021-0000-00-REG	DEW DROP CHURCH OF GOD	9/15/2021	Landfill error	DIANA	4/23/2024	180.00	180.00	0.00
0000568402-2022-2022-0000-00-REG	DEW DROP CHURCH OF GOD	8/21/2022	Landfill error	DIANA	4/23/2024	180.00	180.00	0.00
0000568402-2023-2023-0000-00-REG	DEW DROP CHURCH OF GOD	9/28/2023	Landfill error	DIANA	4/23/2024	180.00	180.00	0.00
0000569317-2020-2020-0000-00-REG	WOLFDEN RELOADING & T.C.	9/21/2020	Business closed	MOLLY	4/19/2024	27.50	27.50	0.00
0000570346-2022-2022-0000-00-REG	KNOWHOUSE CONSULTING SERVICES	8/21/2022	Business closed	MOLLY	4/24/2024	18.22	18.22	0.00
0000570346-2023-2023-0000-00-REG	KNOWHOUSE CONSULTING SERVICES	9/28/2023	Business closed	MOLLY	4/24/2024	22.77	22.77	0.00
0000570497-2020-2020-0000-00-REG	ANDERSON, DARLENE LORA HILL	9/21/2020	Adjustment	MOLLY	4/22/2024	15.34	15.34	0.00
0000570497-2021-2021-0000-00-REG	ANDERSON, DARLENE LORA HILL	9/15/2021	Adjustment	MOLLY	4/22/2024	16.87	16.87	0.00
0000575631-2023-2023-0000-00-REG	BROWN, RYAN NATHAN	9/28/2023	Not in County	MOLLY	4/9/2024	17.50	17.50	0.00
0000576018-2023-2023-0000-00-REG	THE NORTH CAROLINA STATE	9/28/2023	Exempt Property	APRIL	4/24/2024	127.85	127.85	0.00
Subtotal							**3,631.46**	
Total							**3,631.46**	

STATE OF NORTH CAROLINA

COUNTY OF MADISON

MADISON COUNTY MANUFACTURING ART PARK

AGREEMENT

THIS AGREEMENT is made and entered into this the May 14, 2024 by and between **MADISON COUNTY, a body politic, (hereinafter referred to as "County");** and KG Soupit, **(hereinafter referred to as "Artist");**

WITNESSETH:

THAT WHEREAS the County is the administrator of a grant heretofore received by the County which provides for the creation of a piece of sculpture, for the purposes of this Agreement named "____The Switch____," (hereinafter referred to as "sculpture") and pursuant to the terms of said grant, the County has received proposals for the creation of the sculpture and the artist has been chosen for the creation of the sculpture and this Agreement is made for the purposes of memorializing the terms between the County and the artist for the creation of the sculpture.

WHEREAS, the Artist is a professional artist whose work and qualifications make the Artist uniquely qualified to create the Sculpture;

WHEREAS, the Artist was selected based upon the Artist's work and qualifications; and

NOW THEREFORE the parties hereto agree as follows:

Article 1: Sculpture. The artist shall create the sculpture per the renderings and designs set forth in the proposal, a copy of which is attached hereto as Exhibit "One" and incorporated in full herein. The design may be modified upon the mutual written agreement of the County and artist.

Article 2: Compensation. The County shall pay to the artist the total sum of $9,500.00 for the creation of the sculpture. Said amount to be payable in two (2) equal installments, with the first payment of $4,250 being due and payable on the execution of this Agreement, 2nd upon installation of piece at the agreed upon site. The completed sculpture shall be delivered by the artist to the County for placement at the Madison Manufacturing Art Park no later than November 1st, 2024. Earlier timeline preferred if possible. Furthermore, the artist shall include the mounting for the sculpture, including, without limitation, the bolt pattern. Madison County will supply the concrete base if needed.

Article 3: Fabrication Stage.

A. The Artist shall fabricate [and install] the Sculpture in substantial conformity with the Design. The Artist may not deviate from the approved design without written approval of the County.
B. The application of protective or anti-graffiti coatings.

C. The County shall have the right to review the Sculpture at reasonable times during the fabrication thereof upon reasonable notice.

D. If the County, upon review of the Sculpture, determines that the Sculpture does not conform to the Design or Revised Design, the County reserves the right to notify the Artist in writing of the deficiencies and that the County intends to withhold the next budget installment.

E. The Artist will promptly cure the County's objections and will notify the County in writing of completion of the cure. The County shall promptly review the Sculpture, and upon approval shall release the next budget installment. If the Artist disputes the County's determination that the Sculpture does not conform, the Artist shall promptly submit reasons in writing to the County within [10] days of the County's prior notification to the contrary. The County shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether the Artist has complied with the terms of this Agreement shall remain with the County.

F. The County shall inspect the Sculpture within [10} days after receiving notification pursuant to paragraph (f), prior to installation, to determine that the Sculpture conforms to the Design and to give final approval of the Sculpture. The County shall not unreasonably withhold final approval of the fabricated Sculpture. In the event that the County does withhold final approval, the County shall submit the reasons for such disapproval in writing within [10} days of examining the fabricated Sculpture. The Artist shall then have [10]days from the date of the County's notice of the disapproval to make the necessary adjustments to the fabricated Sculpture in accordance with such writing. The Artist shall not be penalized for any delay in the delivery and installation of the Sculpture to the Site unless the Artist has willfully and substantially deviated from the Design without the prior approval of the County. The Artist shall then be held responsible for any expenses incurred in correcting such deviation.

G. The Artist will coordinate closely with the County to ascertain that the Site is prepared to receive the Sculpture. Artist must notify County of any adverse conditions at the Site that would effect or impede the installation of the Sculpture. The Artist is responsible for timely installation of the Sculpture. The Artist will confer and coordinate with the County to ensure timely coordination with the County's construction team, Artist may not install the Sculpture until authorized to do so by the County.

H. Upon installation of the Sculpture, the Artist shall provide the County with written instructions for the appropriate maintenance and preservation of the Sculpture along with product data sheets for any material or finish used. The Sculpture must be durable, taking into consideration that the Site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Artist must ensure that all maintenance requirements will be reasonable in terms of time and expense. The County or its designee is responsible for the proper care and maintenance of the Sculpture.

Article 4: Taxes

Any state or federal sales, use or excise taxes, or similar charges relating to the services and materials under this Agreement shall be paid by the Artist in a timely fashion. The County shall report payments made to the Artist annually to the Internal Revenue Department in a 1099 statement.

Article 5: Risk of Loss
The Artist shall bear the risk of loss or damage to the Sculpture until the County's final acceptance of the Sculpture under Section 1.8(b). The Artist shall take such measures as are reasonably necessary to protect the Sculpture from loss or damage. The County shall bear the risk of loss or damage to the Sculpture prior to final acceptance only if, during such time, the partially or wholly completed Sculpture is in the custody, control or supervision of the County or its agent(s) for the purposes of transporting, storing, installing or performing other services to the Sculpture.

Article 6: Warranties of Title
The Artist represents and warrants that:

A. The Sculpture is solely the result of the artistic effort of the Artist;
B. Except as otherwise disclosed in writing to the County, the Sculpture is unique and original and does not infringe upon any copyright or the rights of any person;
C. The Sculpture (or duplicate thereof) has not been accepted for sale elsewhere;
D. the Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Sculpture or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;
E. The Sculpture is free and clear of any liens from any source whatsoever.
F. All Sculpture created or performed by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others, shall be wholly original with the Artist and shall not infringe upon or violates the rights of any third party.
G. The Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement.
H. All services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, etc. and with all necessary care, skill, and diligence.
I. These representations and warranties shall survive the termination or other extinction of this Agreement.

Article 7: Artist as an Independent Contractor
The Artist agrees to perform all Sculpture under this Agreement as an independent contractor and not as an agent or employee of the County. The Artist acknowledges and agrees that the Artist shall not hold himself or herself out as an authorized agent of the Contract with the power to bind in any manner. The Artist shall provide the County with the Artist's Tax Identification Number and any proof of such number as requested by the County.

Article 8: Failure to Complete
If the Artist defaults [for cause other than death or incapacitation], the Artist shall return to the County all funds provided by the County in excess of expenses already incurred. The Artist shall provide an accounting. All finished and unfinished drawings, sketches, photographs and other Sculpture products prepared and submitted or prepared for submission by the Artist under this Agreement shall be retained by the Artist. [The County [shall] retain the right to have the Sculpture completed, fabricated, executed, delivered and installed.]

Article 9: Credit for Creation

The County or its designee shall be the owner of the sculpture and the County or its designee agrees to provide credits to the artist for the creation of the sculpture.

Article 10: Entire Agreement

This Agreement, including the exhibits, comprises all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between the Parties prior to the execution of this Agreement shall affect or modify any of the terms or obligations.

This the 14 day of ~~March~~ May, 2024.

MADISON COUNTY

By: _____ (SEAL)

By: _____ (SEAL)

State of _____
County of _____

I _____,
Notary Public of said State and County, do Hereby certify that

_____
The (principal) personally appeared before me this day, and/or (I) I have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the principal's identity, by current State or Federal identification with the principal's photograph, and such principal Acknowledged to me that he or she voluntarily signed the foregoing going for the purpose therein and in the capacity indicated.

_____
Notary Public Signature

Amanda R Cutshaw
Notary Printed or Typed Name

Witness my hand and official seal or stamp,
This 14th day of May

My Commission expires on
11:20:2028

Amanda R Cutshaw
NOTARY PUBLIC
Madison County, NC

State of _____
County of _____

I _____,
Notary Public of said State and County, do Hereby certify that

_____
The (principal) personally appeared before me this day, and/or (I) I have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the principal's identity, by current State or Federal identification with the principal's photograph, and such principal Acknowledged to me that he or she voluntarily signed the foregoing going for the purpose therein and in the capacity indicated.

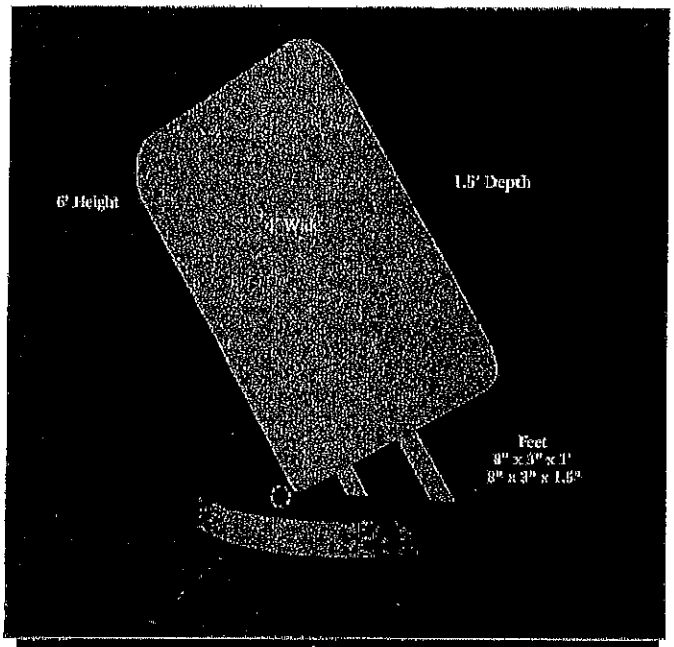
_____
Notary Public Signature

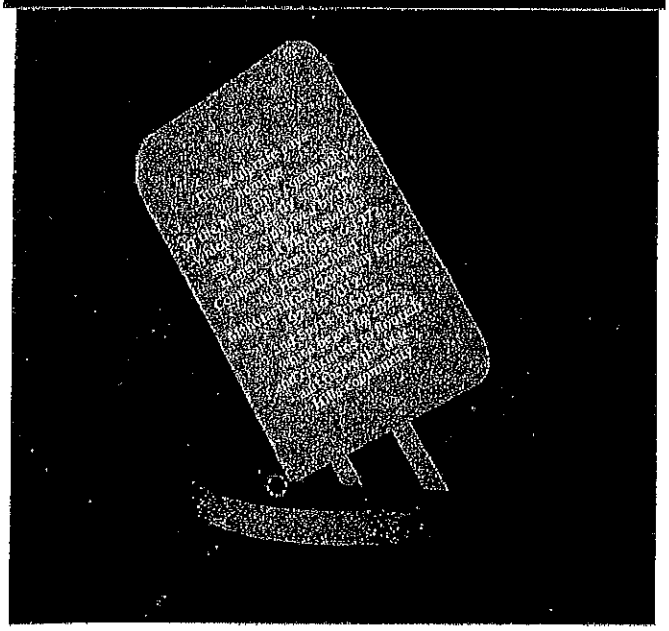
_____
Notary Printed or Typed Name

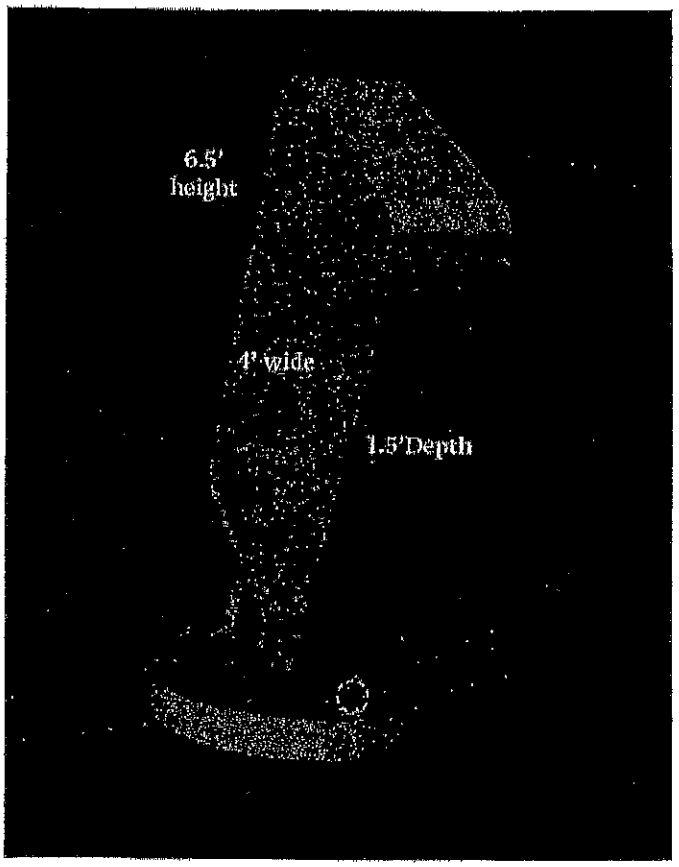
Witness my hand and official seal or stamp,
This _____ day of _____

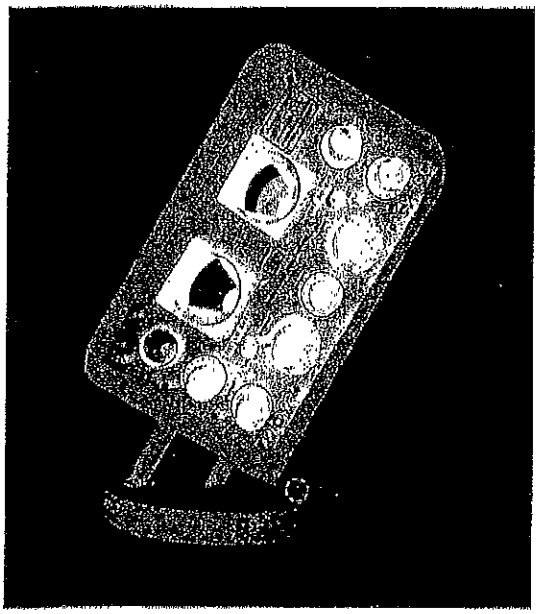
My Commission expires on
_____

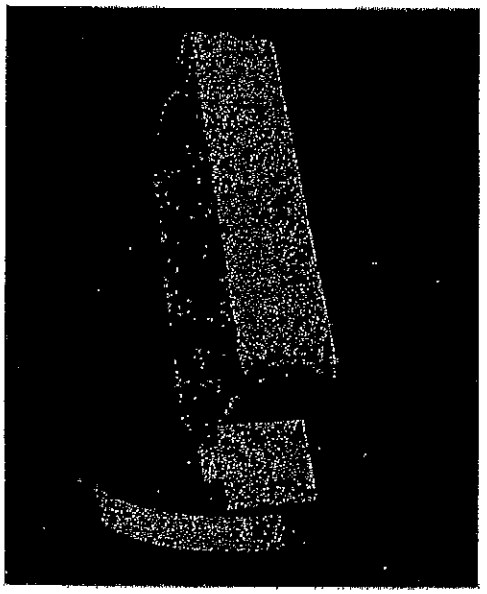
Appendix A











Madison County Administration

PO Box 579
Marshall, NC 28753
(828) 649-2854
www.madisoncountync.org

Attachment 2.3

April 19, 2024

The Honorable Michael S. Regan, Administrator
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW; 1101-A
Washington, D.C. 20460

Re: CARB Clean Air Act Authorization Request [EPA-HQ-OAR-2023-0574]

Dear Administrator Regan,

Granting the above referenced authorization requested by the California Air Resources Board (CARB), enabling it to impose unreasonable emissions regulations on railroads, would harm North Carolina's economy.

A new report this year from the North Carolina Department of Transportation's (NCDOT) Rail Division, in partnership with N.C. State University, demonstrates that North Carolina's rail system (freight, passenger, and tourist) supports 88,000 jobs and contributes more than $20 billion to the state's economy. Our extensive railroad network, including 22 different freight railroads, reaches 86 of North Carolina's 100 counties.

In this report, NCDOT also underscores that this rail system is important to the state's future. We fear however, that the CARB rule, because it is both unfeasible and costly, would diminish efficiency across the rails we will need more than ever. By undercutting rail operations, the rule would hurt consumers and the hundreds of North Carolina manufacturers, farms, and other businesses that rely on freight rail. The CARB rule prohibits the operation of locomotives in California more than 23 years old, unless those locomotives operate in a "zero-emissions configuration" by 2030. It also requires railroads to deposit funds into specialized accounts with the monies only to be used to purchase zero-emissions locomotives or invest in the infrastructure necessary to achieve compliance.

The potential implementation of the locomotive rule by other states may result in a fragmented regulatory landscape, hampering rail interconnectivity and efficiency. Furthermore, higher rail costs could lead to an increase in freight traffic on North Carolina highways if businesses are forced to shift away from rail. This diversion would contribute to higher emissions and further congestion on already overcrowded roads.

Railroads are also the most sustainable way to move freight over land, accounting for a mere 0.6% of total U.S. greenhouse gas emissions while moving 40% of freight that travels longdistance. In North Carolina, trains carry the freight of 4.2 million trucks every year. They are also commited to fuel efficiency and emissions reductions.

Class I railroads have increased their fuel efficiency by 21% in the last 20 years alone, reducing greenhouse gas emissions by 100 million tons.

We need freight rail both because of the economic benefits to North Carolina companies and communities and also because rail is the safest way to move freight. The dynamic changes in the logistics sector require railroads to adjust to ensure the resilience of our economy. Mandates diverting billions of dollars towards non-existent future technologies pose a threat to railroads' capacity to invest in infrastructure vital for our state and nation. We urge you to reject the proposed waiver.

Sincerely,

Matt Wechtel, Chairman
Madison County Board of Commissioners
Madison County, NC

Madison County Commissioners Meeting

Public Comment

May 14, 2024
7:00pm

North Carolina Cooperative Extension-Madison County Center

3 Minute Time Limit

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

	Name	Signature
1.	MAXINE RAMSEY	Maxine Ramsey
2.		
3.		
4.		
5.		
6.		
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20.		

Resolution for Text Amendment to the Madison County Land Use Ordinance Regarding Data Processing Facilities

WHEREAS, the development and regulation of Data Processing Facilities are essential for supporting Madison County's economic development and technological advancement; and

WHEREAS, public hearings and comprehensive stakeholder engagement have been conducted, fulfilling the requirements as mandated by state statute; and

WHEREAS, the Madison County Planning Board has unanimously recommended the adoption of specific ordinance amendments for Data Processing Facilities; and

WHEREAS, these amendments require a text amendment to the Madison County Land Use Ordinance to ensure proper regulation and support for such facilities;

NOW, THEREFORE, BE IT RESOLVED that:

Text Amendment to Land Use Ordinance: The Madison County Land Use Ordinance is hereby amended to include definitions, land use districts, and special requirements for Data Processing Facilities as recommended by the Planning Board.

Consistency and Comprehensive Plan: The amendments are affirmed to be consistent with the Madison County Comprehensive Plan, supporting the county's strategic goals and policies.

Reasonableness and Public Interest: The amendments are considered reasonable and in the public interest, facilitating technological growth while ensuring environmental and community standards are maintained.

Effective Date: These amendments shall take effect immediately upon adoption and signature, marking a significant step towards fostering a supportive environment for Data Processing Facilities in Madison County.

BE IT FURTHER RESOLVED that all other sections of the Madison County Land Use Ordinance not hereby amended shall remain in full force and effect.

ADOPTED this 9th day of April 2024 by the Madison County Board of Commissioners.

County Commission Chairman — Date 4, 2024

County Clerk — Date 4, 2024

Attachment 7.1

Madison County
Board of Commissioners

Budget Amendment #11
May 14, 2024

Description	Line Item	Debit	Credit
Tax Administration			
Vehicle Tax	10.3100.1000		$ 50,000.00
Interest	10.3100.1700		$ 20,000.00
2013 Ad Valorem Tax	10.3100.2013	$ 2,000.00	
2015 Ad Valorem Tax	10.3100.2015	$ 1,000.00	
2016 Ad Valorem Tax	10.3100.2016	$ 1,003.08	
2017 Ad Valorem Tax	10.3100.2017		$ 2,048.00
2019 Ad Valorem Tax	10.3100.2019	$ 5,000.00	
2020 Ad Valorem Tax	10.3100.2020	$ 18,000.00	
2021 Ad Valorem Tax	10.3100.2021	$ 25,000.00	
2023 Ad Valorem Tax	10.3100.2023		$ 73,703.28
Salaries	10.4140.1210	$ 875.30	
Adjust to actual			
Library			
Salaries	10.6110.1210	$ 988.40	
Friends of Library	10.3611.4420		$ 9,638.84
Donation	10.3611.4116		$1,650.00
E-rate Reimbursement	10.3611.4445		$1,439.28
Internet Connectivity	10.6110.5656	$ 1,439.28	
Books	10.6110.5610	$ 733.65	
Copy Machine	10.6110.2620	$ 212.67	
Adult Programming	10.6110.5650	$ 2,000.00	
Electronic Resources	10.6110.2500	$ 619.96	
Library Dues	10.3611.4100		$167.00
Library Operations	10.6110.5600	$ 983.52	
Children's Programming	10.6110.5801	$ 6,906.04	
LSTA Conference Grant	10.3611.4690		$4,825.00
LSTA Conference Grant	10.6110.4690	$ 4,825.00	
Recording of donations			
Transportation			
Salaries	10.4522.1210	$ 1,554.92	
Medicaid (DSS)	10.3452.5310		$38,985.71
Capital Improvement	10.4522.5110	$ 38,985.71	
Animal Shelter			
Salaries	10.4380.1210	$ 1,590.50	

E-911 Services					
Salaries	10.4331.1210	$	35,331.71		
Board of Elections					
Hot Springs Elections	10.3417.1300	$	3,380.00		
Mars Hill Elections	10.3417.1301	$	3,480.00		
Marshall Elections	10.3417.13.02	$	3,980.00		
Adjust to actual					
Register of Deeds					
Conveyance Tax	10.4180.6140	$	50,000.00		
Register of Deeds Fee	10.3418.4100			$	50,000.00
Adjust to actual					
Custodial					
Salaries	10.4260.1210	$	195.96		
Developmental Services					
Inspection Salaries	10.4350.1210	$	3,307.54		
Designated Econ Dev	10.4356.6500	$	294,550.00		
Coop. Extension					
Salaries	10.4950.1210	$	70.65		
Land Records					
Professional Services	10.4142.1990	$	14,800.00		
Sheriff Office					
Housing Juveniles	10.3431.2255			$	750,600.00
Civil Process Fees	10.3431.2800			$	2,200.00
Outreach	10.3431.2900			$	1,663.00
Housing State Inmates	10.3431.3000	$	20,000.00		
Misc Income	10.3431.8230	$	3,863.00		
Kimbles	10.3431.8270	$	14,690.00		
Feeding Prisoners	10.4310.2210	$	40,000.00		
License, tags, and Fees	10.4310.2540	$	5,000.00		
Water	10.4310.3340	$	4,000.00		
Capital Equipment	10.4310.5110	$	503,410.00		
Capital Vehicles	10.4310.5130	$	163,500.00		
Health Department					
Salaries	10.5110.1210	$	72,750.00		
FICA	10.5110.1810	$	5,565.38		
Retirement	10.5110.1820	$	9,348.37		
Public Health Workforce	10.5110.6117	$	2,333.25		
Public Health Workforce	10.3513.6117			$	89,997.00

State Wisewoman	10.3513.3455	$	1,207.00		
State BCCCP	10.3513.3455			$	4,325.00
Professional Services	10.5110.1930	$	15,325.00		
ARPA PH Services	10.5110.6121			$	50,000.00
ARPA PH Services	10.3513.6121	$	50,000.00		
Dental Insurance	10.3513.3631			$	18,345.00
Medical Supplies	10.5110.2381	$	18,345.00		
Medicare Immunization	10.3513.3564			$	8,228.00
Vaccines	10.5110.2370	$	8,228.00		
State Coordinator	10.3513.3380			$	30,777.00
Janitorial	10.5110.2110	$	7,500.00		
Email	10.5110.4300	$	1,436.00		
Laboratory	10.5110.6220	$	4,000.00		
Drugs	10.5110.2380	$	1,800.00		
Telephone	10.5110.3210	$	428.00		
Board Member	10.5110.1700	$	100.00		
Office Supplies	10.5110.2610	$	2,513.00		
Repair and Maintenance	10.5110.3530	$	2,000.00		
Child Support					
CSE Enforcement	10.3537.3300			$	2,000.00
Shares	10.3537.3305	$	2,000.00		
Adjust to actual					
Clerk of Court					
Jail Fees	10.3323.3320			$	8,000.00
Civil License	10.3323.3325			$	200.00
Capital Furniture	10.4160.5110	$	15,000.00		
Adjust to actual					
Administration					
PILT-Housing Authority	10.3311.3200			$	2,500.00
Franchise utlilty	10.3232.3120			$	2,500.00
Sales Video Programming	10.3200.3261	$	2,500.00		
Medicaid Hold Harmless	10.3520.3300			$	18,295.20
Economic Dev 44	10.4930.9000			$	272,502.00
Interest	10.3831.4910	$	15,000.00		
Solid Waste					
Misc Revenue	80.3472.1100			$	26,000.00
Capital Equipment	80.4720.5520	$	26,000.00		
Sale of Surplus Property					
Parks and Recreation					
Becch Glen Rental	10.3552.3300			$	3,000.00

Information Technology					
Salaries	10.4931.1210	$	1,933.42		
Social Services					
Salaries	10.5551.1210	$	11,953.70		
Temp Salaries	10.5551.1260			$	11,953.70
Nutrition Misc rev	10.3555.8460	$	1,000.00		
Opioid Settlement Fund					
Opioid Funds	37.3836.7000			$	103,482.17
Professional Services	37.6500.1990	$	103,482.17		
Goldenleaf Grant					
Goldenleaf -Value Added	10.3482.1000			$	267,448.57
Goldenleaf-Value Added	10.4951.3510	$	267,448.57		
Grant Project Ordinance					
Vehicle Tax					
Town of Marshall	12.3100.5000			$	10,000.00
Town of Marshall	12.4342.5000	$	10,000.00		
Town of Mars Hill	12.3100.5100			$	25,000.00
Town of Mars Hill	12.4342.5100	$	25,000.00		
Fire District					
Walnut Fire Dept.	15.3187.0190			$	14,000.00
Walnut Fire Dept.	15.4341.0190	$	14,000.00		
Country Fire Dept.	15.3187.0180			$	6,000.00
Country Fire Dept.	15.4341.0180	$	6,000.00		
Mars Hill Fire Dept.	15.3187.0155			$	65,000.00
Leicester Fire Dept.	15.4341.0170	$	5,000.00		
Leicester Fire Dept.	15.3187.0170			$	5,000.00
Mars Hill Fire Dept.	15.4341.0155	$	65,000.00		
Spring Creek Fire Dept.	15.3187.0195			$	10,000.00
Spring Creek Fire Dept.	15.4341.0195	$	10,000.00		
Adjust to actual					
Occupancy Tax Fund					
Occupancy Tax	22.3414.1200			$	180,000.00
Professional Services	22.4140.1900	$	174,600.00		
TDAProfessional Services	22.4140.1910	$	5,400.00		
School Lottery Fund					
School Lottery	10.5911.6340		$449,570.00		
Needs Based School Lottery	10.5911.6350		$83,932.69		
Lottery Funds	10.3591.0000			$	533,502.69

Sales Tax			
1/4 cent sales tax	10.3232.3115		$ 47,810.33
Education/Schools			
1/4 cent sales tax	10.5911.7200	$ 47,810.33	
Contingency	10.7000.0000		

Attachment 7.2

We are at 83.3% of the FY24 budget.

Bank balances at April 30, 2024 are as follows:

	Unrestricted	Restricted
General Fund	$ 4,940,241.24	
Debt Service Fund		$ 288,152.64
Capital Outlay Fund	$ 326,455.91	
Capital Management	$ 20,818,295.67	$ 1,790,102.36
Occupancy Tax Fund		$ 85,714.59
Revaluation Fund		$ 422,633.38
Tourism Development		$ 1,992,319.61
Automation Fund		$ 167,325.02
Drug Seizure Fund		$ 9,134.70
Inmate Trust Fund		$ 25,607.86
Soil & Water Conservation		$ 54,623.42
Opioid Settlement		$ 619,104.43
Courthouse SCIF Grant GPO		$ 2,746,528.54
Arpa Cash Management Fi	$ 3,848,466.64	$ -
Total of All Accounts:	$ 29,933,459.46	$ 8,201,246.55

New Jail Loan		(Due in February)
School Debt Service		(Due in February)
40-42 Set Aside for School	$ (1,996,152.56)	
Unspent Grant/Restricted	$ (3,206,146.50)	
Adoption Promotion Fund	$ (77,653.84)	
Encumbered Amounts	$ (1,215,382.00)	
911 Funds	$ (101,969.88)	
Goldenleaf Funds	$ (78,195.00)	
Arpa Funds	$ -	
Total assigned and restrict	$ (6,675,499.78)	

	General	Landfill
Unassigned and Unrestrict	$ 15,056,713.13	$ (160,381.39)

SUMMARIES:

Percentage of budget at April 30, 2024 is:

General Fund:			YTD		
Revenues	$	2,061,139.38	$	32,755,313.18	86.82
Expenditures	$	2,767,945.26	$	22,227,823.90	61.93

General Fund	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 04/23
Revenues to Date:	$ 2,061,139.38	$ 32,755,313.18		86.82	$ 28,589,138.26
Expenditures to Date:	$ 2,767,945.26	$ 22,227,823.90	$ 815,341.00	61.93	$ 19,796,096.48
Gain/Loss to Date:	$ (706,805.88)	$ 10,527,489.28			$ 8,793,041.78

Contingency

Landfill	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 04/23
Revenues to Date:	$ 91,718.24	$ 2,579,725.11		89.21	$ 2,726,103.00
Expenditures to Date:	$ 216,806.77	$ 1,755,209.26	$ 400,041.00	60.70	$ 1,762,007.81
Gain/Loss to Date:	$ (125,088.53)	$ 824,515.85			

Contingency

911 Emergency Telephone	MTD	YTD	% OF BUDGET	Year to Date 04/23
Revenues	$ 224,147.61	$ 271,916.45	72.74	$ 732,911.94
Expenditures	$ 6,549.31	$ 527,852.38	92.70	$ 124,452.27
Gain/Loss	$ 217,598.30	$ (255,935.93)		$ 608,459.67

Contingency $-

GENERAL FUND:

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 04/23
Vehicle Tax	$ 104,738.84	$ 1,058,839.18	105.88	$ 1,007,818.71
Overages/Underages				
Ad Valorem Tax Interest	$ 26,851.82	$ 182,972.86	121.98	$ 263,471.84
Late Listing Fee	$ 3,212.54	$ 20,968.47	131.05	$ 22,720.12
Legal Fees				
2011 Ad Valorem Tax		$ 1,466.36	107.19	$ 2,747.46
2012 Ad Valorem Tax		$ 1,625.83	121.69	$ 5,323.03
2013 Ad Valorem Tax		$ 2,142.69	35.71	$ 6,039.95
2014 Ad Valorem Tax		$ 2,924.72	41.78	$ 7,216.43
2015 Ad Valorem Tax		$ 5,200.92	57.79	$ 19,893.70
2016 Ad Valorem Tax	$ 1,048.03	$ 6,434.82	71.50	$ 20,577.43
2017 Ad Valorem Tax	$ 1,209.44	$ 11,091.23	138.64	$ 32,372.79
2018 Ad Valorem Tax	$ 2,894.35	$ 13,951.31	89.69	$ 58,124.11
2019 Ad Valorem Tax	$ 5,127.82	$ 22,253.92	74.18	$ 75,448.80
2020 Ad Valorem Tax	$ 3,041.91	$ 27,757.41	57.47	$ 104,217.46
2021 Ad Valorem Tax	$ 5,420.39	$ 65,881.43	65.80	$ 233,427.82
2022 Ad Valorem Tax	$ 15,966.60	$ 199,150.40	99.58	$ 12,556,816.00
2023 Ad Valorem Tax	$ 194,648.15	$ 12,908,167.79	101.00	$ 17,988.88
Collection Fees: Marshall				
Collection Fees: Mars Hill				
Collection Fees: Hot Springs				
Sale of Tax Maps		$ 290.00	96.67	$ 260.00
Tax Office Copies				
Returned Check				
Refunds/Overpayment of Taxes				
Contra: Returned Check				
Sale of Foreclosed Property		$ 10,730.00	110.28	$ 2,777.00
Contra: Foreclosed Property Expenses				
Sales Tax/Video Programming				
Sales Tax	$ 565,412.71	$ 5,727,473.99	81.21	$ 4,844,175.45
Gas Tax Refund/State		$ 19,575.72	78.30	$ 17,796.52
Payment In Lieu of Taxes		$ 8,320.00	5.35	$ 6,141.85
Forest Service Timber Sales				
Clerk of Court	$ 93.80	$ 62,190.42	86.38	$ 54,581.66
Board of Elections		$ 8,074.76	30.95	
Register of Deeds	$ 51,882.95	$ 445,180.65	98.27	$ 445,282.25
Sheriff's Department	$ 277,240.64	$ 3,074,886.53	86.01	$ 1,584,997.01
Emergency Management		$ 20,625.00	100.00	$ 20,625.00
Inspections	$ 54,346.52	$ 331,252.25	107.71	$ 308,165.98
Animal Control	$ 676.00	$ 56,527.05	119.96	$ 18,382.33
Transportation	$ 5,341.04	$ 512,259.52	83.13	$ 328,090.49
Cooperative Extension Service				
Soil & Water Conservation	$ 3,600.00	$ 3,600.00	100.00	
Grant Revenues/JCPC/DJJI	$ 8,035.00	$ 721,456.30	42.46	$ 371,161.32

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 04/23
Health Department	$ 192,163.46	$ 2,124,363.41	78.87	$ 1,953,252.75
Medicaid Hold Harmless Tax		$ 18,295.20	12.92	$ 86,912.75
Social Services	$ 94,549.41	$ 1,448,029.80	52.84	$ 1,416,763.44
AFDC				
Foster Care	$ 9,844.00	$ 137,117.54	28.33	$ 188,854.94
Medicaid				
Adoption		$ 2,700.00	1.25	$ 206,326.00
Child Support Enforcemen	$ 8,541.70	$ 76,699.68	88.17	$ 66,014.07
In Home Aides	$ 231.00	$ 20,235.26	25.71	$ 29,511.25
Beech Glen Center	$ 725.00	$ 7,895.00	157.90	$ 8,395.00
Nutrition	$ 18,657.42	$ 172,432.77	97.76	$ 125,019.03
State Lottery Funds/Educa	$ 193,932.69	$ 1,306,211.31	117.44	$ 997,864.76
Library	$ 1,495.17	$ 93,004.13	77.38	$ 165,233.21
Parks & Recreation		$ 5,018.00	41.61	$ 7,150.00
Interest Earned	$ 111,698.77	$ 1,000,374.86	182.19	$ 602,843.53
Rent of County Property	$ 2,300.00	$ 51,897.50	83.36	$ 46,875.00
Finance/Other	$ 5,353.76	$ 204,932.80	99.00	$ 20,425.45
Miscellaneous Income	$ 74,594.51	$ 202,839.84	198.60	$ 118,262.09
Fund Transfer In				
Totals	$ 2,061,139.38	$ 32,755,313.18	86.82	$ 28,589,138.26

GENERAL FUND EXPENDITURES

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 04/23
Governing Body	$ 9,580.81	$ 105,242.95		29.04	$ 116,192.52
Finance Office	$ 95,748.69	$ 599,154.05		64.51	$ 534,756.85
Tax Collector	$ 78,121.21	$ 444,656.71		75.02	$ 253,240.25
Tax Supervisor			$ -	-	$ -
Land Records	$ 12,636.49	$ 76,764.53		75.22	$ 74,276.86
Professional Services		$ 32,500.00		50.00	$ 21,600.00
Court Facilities	$ 289.40	$ 28,890.98		87.36	$ 6,171.20
Board of Elections	$ 35,110.43	$ 259,832.39	$ 5,230.00	72.95	$ 184,856.65
Register of Deeds	$ 31,357.35	$ 328,425.84		91.24	$ 320,827.93
Register of Deeds- Automation		$ 13,495.00	$ 6,500.00	61.34	$ -
Custodial	$ 5,550.79	$ 69,841.36		66.42	$ 74,425.73
Maintenance	$ 59,091.98	$ 713,960.17	$ 109,484.00	52.89	$ 447,101.58
Sheriff's Department	$ 554,600.61	$ 3,956,450.72	$ 101,940.00	70.19	$ 3,336,588.00
Emergency Management	$ 8,980.45	$ 48,893.36	$ 2,999.00	37.84	$ 83,942.18
911 Dispatchers	$ 83,388.82	$ 583,492.68		76.68	$ 577,773.47
Fire Contract/Forest Servi	$ 18,797.93	$ 55,686.90		41.59	$ 57,148.65
Inspections	$ 36,692.61	$ 270,025.42		76.76	$ 256,459.51
Economic Development	$ 11,348.95	$ 109,993.46		41.79	$ 84,971.72
Medical Examiner	$ 4,500.00	$ 14,900.00		99.33	$ 10,450.00
Ambulance Service Contra	$ 142,916.67	$ 1,286,250.00	$ 284,167.00	74.67	$ 1,286,250.00
Animal Control	$ 38,848.12	$ 261,678.01	$ 8,108.00	68.96	$ 232,823.17
Transportation - Admin	$ 13,513.36	$ 94,469.31		68.44	$ 96,674.43

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 04/23
Transportation - Operatin	$ 83,230.00	$ 481,498.94		59.28	$ 366,263.54
Transportation - Capital Outlay		$ -		-	
Transportation - EDTAP	$ 32.40	$ 320.85			
Planning & Development	$ 8,592.26	$ 92,272.83		16.13	$ 81,395.16
Information Technology	$ 32,207.48	$ 242,284.64	$ 3,741.00	61.08	$ 217,749.23
Cooperative Extension	$ 24,483.84	$ 226,402.57	$ 7,337.00	65.12	$ 205,313.37
Soil & Water	$ 18,346.89	$ 122,262.29	$ 6,600.00	67.66	$ 100,222.93
Health Department	$ 375,829.86	$ 2,716,310.71	$ 151,891.00	69.71	$ 2,531,426.81
Drug Free Community	$ 13,701.95	$ 100,977.71		72.89	$ 88,647.82
MHAT	$ 7,626.75	$ 52,322.12		41.01	$ 12,976.30
Management Admin.	$ 11,592.77	$ 2,873,775.93		17.33	$ 264,508.03
Social Services	$ 251,957.78	$ 1,812,182.26		53.43	$ 1,810,648.81
AFDC	$ 900.00	$ 900.00		11.25	$ 1,143.79
Special Assistance	$ 7,851.00	$ 69,219.50		38.00	$ 53,723.50
State Foster Care	$ 32,239.10	$ 110,392.10		31.54	$ 106,198.73
Foster Care Program	$ 12,341.52	$ 66,166.43		18.90	$ 84,808.60
Medical Assistance Program					
Adoption Assistance	$ 18,826.90	$ 140,751.98		52.76	$ 144,411.00
Crisis Intervention	$ 1,637.08	$ 159,805.23		73.29	$ 116,967.53
Child Support	$ 24,031.78	$ 88,917.51	$ 6,219.00	66.27	$ 73,950.13
In Home Aides	$ 9,482.13	$ 63,962.43		32.83	$ 77,005.64
Nutrition	$ 66,692.64	$ 428,757.62	$ 4,666.00	65.36	$ 405,347.89
Education	$ 419,545.72	$ 5,142,880.96		82.43	$ 4,163,592.24
A-B Technical College	$ 9,542.00	$ 85,878.00	$ 104,962.00	75.00	$ 85,878.00
Bank Charges	$ 1,045.70	$ 15,450.32		77.25	$ 13,880.58
Library	$ 70,379.57	$ 482,188.53	$ 11,497.00	70.47	$ 489,445.90
Parks & Recreation	$ 8,302.41	$ 149,223.80		46.02	$ 128,414.12
Debt Services					
Debt Services Interest					
Fund Transfer In/ Landfill & Library					
Fund Transfer Out/Revaluation					
TOTALS .	$ 2,767,945.26	$ 22,227,823.90	$ 815,341.00	61.93	$ 19,796,096.48

LANDFILL FUND

REVENUES	MTD	YTD	% OF BUDGET	Year to Date 04/23
Transfer From Fund Balance				
Landfill Miscellaneous Fees				
Returned Check Fees				
Surplus Property Proceeds				
State Tire Disposal Fee		$ 23,010.02	127.83	$ 10,158.00
Local Tire Disposal Fee	$ 201.50	$ 3,009.05	200.60	$ 2,526.03
White Goods Tax		$ 7,198.50		
Sale of White Goods	$ 1,753.20	$ 16,861.50	108.78	$ 13,020.50
Household Hazardous Waste		$ 638.50	45.61	$ 581.00
Temporary Disposal Cards	$ 6,695.00	$ 67,765.00	118.89	$ 64,280.05
Duplicate Disposal Cards	$ 225.00	$ 4,131.35	20.66	$ 23,171.23
Landfill Disposal Cost Fees	$ 8,708.97	$ 93,934.60	75.15	$ 113,927.38
Landfill Sale of Recyclables	$ 5,188.10	$ 47,809.26	113.83	$ 45,885.22
Nuisance Tires				
Disposal Cards	$ 65,940.13	$ 2,264,289.24	88.76	$ 2,390,800.05
Construction Demolition	$ 3,006.34	$ 36,524.08	96.12	$ 39,796.27
Solid Waste Disposal Distribution		$ 14,464.00	144.64	$ 9,943.65
Grant/State				
Electronics Management				
Electronics (County)				
Interest				
Totals	$ 91,718.24	$ 2,579,725.11	89.21	$ 2,726,103.00

EXPENSES:	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 04/23
Landfill	$ 186,986.98	$ 1,528,977.77	$ 393,596.00	59.33	$ 1,550,128.72
Recycling	27709.51	$ 202,508.38	$ 2,130.00	71.85	$ 192,108.22
Scrap Tires	$ 2,110.28	$ 23,723.11	$ 4,315.00	89.52	$ 16,431.96
White Goods					
Closure/Post Closure					
Totals	$ 216,806.77	$ 1,755,209.26	$ 400,041.00	60.70	$ 1,762,007.81

Madison County FY 2024/2025 Fee Schedule

As of July 1, 2024

Current Fees

DEPARTMENT	SERVICE	CURRENT FEE
INSPECTIONS	NEW CONSTRUCTION PERMITS: (ON SLAB OR CRAWLSPACE)	
	0-999 SQ FT	$325.00
	1000-1499 SQ FT	$400.00
	1500-1999 SQ FT	$500.00
	2000-2499 SQ FT	$600.00
	2500 AND UP	$700.00 + $0.28 FOR EVERY ADD SQ FT
INSPECTIONS	NEW CONSTRUCTION PERMITS: (ON FULL BASEMENT)	
	0-999 SQ FT	$400.00
	1000-1499 SQ FT	$475.00
	1500-1999 SQ FT	$575.00
	2000-2499 SQ FT	$675.00
	2500 AND UP	$750.00 + $0.28 FOR EVERY ADD SQ FT
INSPECTIONS	ADDITION PERMITS:	
	0-499 SQ FT	$225.00
	500-999 SQ FT	$275.00
	1000-1499 SQ FT	$350.00
	1500-1999 SQ FT	$400.00
	2000 AND UP	$550.00 + $0.20 FOR EVERY ADD SQ FT
INSPECTIONS	RENOVATION PERMITS:	
	0-499 SQ FT	$225.00
	500-999 SQ FT	$250.00
	1000-1499 SQ FT	$300.00

	1500-1999 SQ FT	$325.00
	2000 AND UP	$375.00 + $0.07 FOR EVERY ADD SQ FT
INSPECTIONS	WORKSHOPS, DETACHED GARAGES, BARNS, (ACCESSORY STRUCTURE PERMITS):	
	0-999 SQ FT	$125.00
	1000-1500 SQ FT	$175.00
	1500-1999 SQ FT	$200.00
	2000 AND UP	$250.00
INSPECTIONS	MOBILE HOME PERMITS:	
	SINGLEWIDE	$125.00
	DOUBLEWIDE	$155.00
	TRIPLEWIDE	$175.00
	ON BASEMENT:	ADD $150.00
INSPECTIONS	NEW CONSTRUCTION (COMMERICAL) PERMITS:	
	0-999 SQ FT	$425.00
	1000-1499 SQ FT	$475.00
	1500-1999 SQ FT	$500.00
	2000-2499 SQ FT	$550.00
	2500 AND UP	$600.00 + $0.18 FOR EVERY ADD SQ FT
INSPECTIONS	COMMERCIAL ADDITION/RENOVATION PERMITS:	
	0-999 SQ FT	$350.00
	1000-1499 SQ FT	$400.00
	1500-1999 SQ FT	$425.00
	2000-2499 SQ FT	$475.00
	2500 AND UP	$500.00 + $0.14 FOR EVERY ADD SQ FT
INSPECTIONS	SUB-CONTRACTOR FEES: NEW CONSTRUCTION	
	0-999 SQ FT	$325.00
	1000-1499 SQ FT	$375.00
	1500-1999 SQ FT	$400.00
	2000-2499 SQ FT	$425.00

	2500 AND UP	$475.00 + $0.10 FOR EVERY ADD SQ FT
INSPECTIONS	SUB-CONTRACTOR FEES: ADDITION/RENOVATION	
	0-999 SQ FT	$200.00
	1000-1499 SQ FT	$250.00
	1500-1999 SQ FT	$275.00
	2000-2499 SQ FT	$325.00
	2500 AND UP	$375.00 + $0.08 FOR EVERY ADD SQ FT
DEPARTMENT	**SERVICE**	**FEE**
PLANNING AND ZONING	COMMUNICATION TOWERS:	
	NEW APPLICATION	$1250.00 HEARING/PLAN REVIEW
	CO-LOCATION / UPGRADE	$350.00 COMPLIANCE REVIEW
	ANNUAL RENEWAL FEE	$500.00 PER SERVICE (ANTENNA)
DEPARTMENT	**SERVICE**	**FEE**
ANIMAL SERVICES	PUPPY ADOPTION FEE	$85.00
	SMALL BREED DOG ADOPTION	$85.00
	SMALL BREED PUPPY ADOPTION	$85.00
	CAT ADOPTION	$85.00
	KITTEN ADOPTION	$85.00
	RABIES VACCINE	$8.00
	OWNER REQUESTED EUTHANASIA	$0.00
	OWNER SURRENDER FEE	$0.00
DEPARTMENT	**SERVICE**	**FEE**
HEALTH DEPARTMENT	IMM ADMN SARSCOV2 BIVALENT 50 MCG/0.5 ML....	$20.00
	IMM ADMN SARSCOV2 BIVALENT 25 MCG/0.25 M....	$20.00
	IMM ADMN SARSCOV2 BIVALENT 10 MCG/0.2 ML....	$20.00
	Drainage of skin abscess	$144.00
	Insert drug implant device	$167.00
	Remove drug implant device	$192.00

	Remove/insert drug implant	$292.00
	Routine venipuncture	$10.00
	Capillary blood draw	$10.00
	Destruction, anal lesion(s)	$275.00
	Destruction, anal lesion(s)	$629.00
	Destruction, penis lesion(s)	$165.00
	Destruction, penis lesion(s)	$273.00
	Destroy, vulva lesions, sim	$223.00
	Destroy vulva lesion/s compl	$321.00
	Remove vaginal foreign body	$203.00
	Exam of cervix w/scope	$147.00
	Bx/curett of cervix w/scope	$199.00
	Endocerv curettage w/scope	$176.00
	Endocervical curettage	$179.00
	Insert intrauterine device	$105.00
	Remove intrauterine device	$127.00
	Fetal non-stress test	$58.00
	Antepartum care only	$679.00
	Antepartum care only	$1,215.00
	Care after delivery	$304.00
	Remove impacted ear wax	$62.00
	Basic metabolic panel (Calcium, total) T....	$11.00
	Comprehen metabolic panel	$17.00
	Lipid panel	$19.00
	Renal function panel	$11.00
	Acute hepatitis panel	$65.00
	Hepatic function panel	$11.00
	Assay, carbamazepine, total	$20.00
	Assay of lithium	$9.00
	Drug test(s), presumptive, any number of....	$35.00
	DRUG SCREEN AMPHETAMINES 1/2	$29.00
	DRUG SCREENING BARBITURATES	$29.00
	BENZODIAZEPINES1-12	$29.00

	DRUG SCREENING BUPRENORPHINE	$29.00
	CANNABINOIDS NATURAL	$29.00
	DRUG SCREENING COCAINE	$29.00
	DRUG SCREENING FENTANYL	$29.00
	DRUG SCREENING METHADONE	$29.00
	METHYLENEDIOXYAMPHETAMINES	$29.00
	OPIOIDS & OPIATE ANALOGS 1/2	$29.00
	DRUG SCREENING OXYCODONE	$29.00
	DRUG SCREENING PROPOXYPHENE	$29.00
	Urinalysis, auto w/scope	$10.00
	Urinalysis Auto	$10.00
	Urine pregnancy test	$10.00
	Factor II DNA Analysis	$97.00
	Factor V Leiden	$81.00
	Assay of serum albumin	$10.00
	urine(eg, microalbumin), quantitative	$10.00
	Alpha-fetoprotein, serum	$43.00
	Amines, vaginal fluid qual	$10.00
	Assay, aminolevulinic acid	$28.00
	Assay of ammonia	$20.00
	Assay of amylase	$10.00
	Assay of apolipoprotein	$24.00
	Bilirubin, total	$10.00
	Bilirubin, direct	$10.00
	Occult blood, other sources x1	$10.00
	Occult Blood, Fecal, Immunoassay IFOBT	$22.00
	Vitamin D; 25 hydroxy, includes fraction....	$41.00
	Assay of calcium	$10.00
	Carcinoembryonic antigen	$27.00
	Assay, bld/serum cholesterol	$10.00
	Assay of ck (cpk)	$10.00
	Assay of creatinine	$10.00
	Assay of urine creatinine	$10.00

	Vitamin B-12	$17.00
	Assay of estradiol	$31.00
	Assay of ferritin	$19.00
	Blood folic acid serum	$21.00
	Assay, glucose, blood quant	$21.00
	Glucose tolerance test (GTT)	$18.00
	Assay of GGT	$10.00
	Gonadotropin (FSH)	$26.00
	Gonadotropin (LH)	$26.00
	Assay of haptoglobin, quant	$18.00
	Hemoglobin electrophoresis	$17.00
	Glycosylated hemoglobin test	$14.00
	Assay of progesterone	$261.00
	Assay of insulin	$16.00
	Assay of iron	$10.00
	Iron binding test	$12.00
	Lactate (LD) (LDH) enzyme	$10.00
	Assay of lead	$17.00
	Assay of lipase	$10.00
	Assay of magnesium	$10.00
	Natriuretic peptide	$43.00
	Assay of parathormone	$58.00
	Assay for phencyclidine	$28.00
	Assay of blood pku	$10.00
	Assay of urine porphyrins	$21.00
	Assay of serum potassium	$10.00
	Assay of progesterone	$29.00
	Assay of prolactin	$27.00
	Assay of psa, total	$26.00
	Assay of protein, serum	$10.00
	Assay of protein, urine	$10.00
	Assay of testosterone	$36.00
	Assay of total testosterone	$36.00

	Thyroxine T4	$10.00
	Assay of free thyroxine	$13.00
	TSH	$23.00
	Transferase (AST) (SGOT)	$10.00
	Alanine amino (ALT) (SGPT)	$10.00
	Assay of transferrin	$18.00
	Assay of triglycerides	$10.00
	T3 uptake and Free thyroxine index	$10.00
	Assay, triiodothyronine (t3)	$20.00
	Free assay (FT-3)	$24.00
	T3 reverse	$22.00
	Assay of urea nitrogen	$10.00
	Assay of blood/uric acid	$10.00
	Assay of c-peptide	$23.00
	Chorionic gonadotropin test	$17.00
	Hemoglobin	$10.00
	Complete cbc w/auto diff wbc	$11.00
	Automated reticulocyte count	$10.00
	Blood clot factor VIII test	$66.00
	Blood clot factor X test	$66.00
	Blood clot factor XI test	$66.00
	Antithrombin III test	$25.00
	Antithrombin III test	$20.00
	Blood clot inhibitor test	$27.00
	Blood clot inhibitor test	$34.00
	Assay activated protein c	$32.00
	Prothrombin time	$10.00
	Russell viper venom, diluted	$13.00
	Rbc sed rate, automated	$10.00
	RBC sickle cell test	$10.00
	Thrombin time, plasma	$18.00
	Thromboplastin inhibition	$101.00
	Thromboplastin time, partial	$10.00

	Antinuclear antibodies	$17.00
	C-reactive protein	$10.00
	Glycoprotein antibody	$28.00
	Cardiolipin antibody	$28.00
	Ccp antibody	$44.00
	Immunoassay, tumor, ca 19-9	$29.00
	Immunoassay, tumor, ca 125	$29.00
	Heterophile antibodies	$10.00
	Microsomal antibody	$19.00
	Neutralization test, viral	$61.00
	Rheumatoid factor, quant	$10.00
	Tuberculosis test, cell mediated immunit....	$87.00
	TB intradermal test	$10.00
	Syphilis test, non-treponemal antibody;	$10.00
	Lyme disease antibody	$20.00
	CMV antibody	$20.00
	Epstein-barr antibody	$18.00
	Epstein-barr antibody	$20.00
	Epstein-barr antibody	$23.00
	Helicobacter pylori	$20.00
	Herpes simplex test	$18.00
	Herpes simplex type 2	$27.00
	HIV-1	$12.00
	Hep b core antibody, total	$16.00
	Hep b core antibody, igm	$16.00
	Hep b surface antibody	$15.00
	Hep a antibody, total	$17.00
	Hep a antibody, igm	$16.00
	Mumps antibody	$18.00
	Parvovirus antibody	$38.00
	Rickettsia antibody	$27.00
	Rubella antibody	$20.00
	Rubeola antibody	$18.00

	Toxoplasma antibody	$20.00
	Varicella-zoster antibody	$18.00
	Thyroglobulin antibody	$22.00
	Hepatitis c ab test	$20.00
	RBC antibody screen	$16.00
	RBC antibody identification	$29.00
	Blood typing, ABO	$10.00
	Blood typing, Rh (D)	$10.00
	Feces culture, bacteria	$13.00
	Stool cultr, bacteria, each	$13.00
	Culture, bacteria, other	$12.00
	GC Culture	$10.00
	Urine culture/colony count	$16.00
	Mycobacteria culture	$15.00
	Ova and parasites smears	$12.00
	Smear, complex stain	$20.00
	Smear, wet mount, saline/ink	$10.00
	Genet virus isolate, hsv	$37.00
	Pertussis ag, if	$16.00
	Adenovirus ag, eia	$21.00
	Clostridium ag, eia	$16.00
	Hpylori, stool, eia	$33.00
	Hepatitis b surface ag, eia	$13.00
	Infectious agent antigen detection by en....	$34.00
	Infectious agent antigen detection by im....	$42.00
	Shiga-like toxin ag, eia	$16.00
	Ag detect nos, eia, mult	$25.00
	Lyme dis, dna, amp probe	$39.00
	Chylmd trach, dna, amp probe	$39.00
	Infectious agent detection by nucleic ac....	$99.00
	Hsv, dna, amp probe	$106.00
	N.gonorrhoeae, dna, amp prob	$39.00
	Infectious agent detection by nucleic ac....	$56.00

	HPV HIGH-RISK TYPES	$39.00
	Infectious agent detection by nucleic ac....	$56.00
	Strep b, dna, amp probe	$39.00
	Detect agent nos, dna, amp	$107.00
	Detect agnt mult, dna, direc	$56.00
	Influenza assay w/optic	$18.00
	Rsv assay w/optic	$15.00
	Strep a assay w/optic	$18.00
	Genotype, dna, hepatitis C	$283.00
	Cytopath c/v auto fluid redo	$36.00
	Tissue exam by pathologist	$132.00
	Immunization admin	$20.00
	Immunization admin, each add	$15.00
	Immune admin oral/nasal	$15.00
	Immune admin oral/nasal addl	$15.00
	IMM ADMN SARSCOV2 VACCINE SINGLE DOSE	$20.00
	Meningococcal conjugate vaccine, serogro....	$197.00
	Meningococcal recombinant lipoprotein va....	$227.00
	Hep a vaccine, adult im	$101.00
	Hep a vacc, ped/adol, 2 dose	$63.00
	Hep a/hep b vacc, adult im	$154.00
	Hib vaccine, prp-omp, im	$37.00
	Hib vaccine, prp-t, im	$22.00
	Human Papillomavirus vaccine types 6, 11....	$340.00
	Influenza virus vaccine, split virus, pr....	$80.00
	Pneumococcal conjugate vaccine, 13 valen....	$297.00
	Rabies vaccine, im	$471.00
	PCV20 VACCINE IM	$332.00
	Rotovirus vacc 3 dose, oral	$118.00
	Influenza virus vaccine, quadrivalent, s....	$25.00
	Influenza virus vaccine, quadrivalent, s....	$24.00
	Diphtheria, tetanus toxoids, acellular p....	$76.00
	Dtap-hib-ip vaccine, im	$141.00

	Dtap vaccine, < 7 yrs, im	$40.00
	Dt vaccine < 7, im	$80.00
	Mmr vaccine, sc	$114.00
	Poliovirus, ipv, sc/im	$51.00
	Td vaccine no prsrv /= 7 im	$45.00
	Tdap vaccine 7 im	$62.00
	Chicken pox vaccine, sc	$202.00
	Dtap-hep b-ipv vaccine, im	$117.00
	Pneumococcal vaccine	$153.00
	Meningococcal vaccine, im	$188.00
	Hepb vacc ped/adol 3 dose im	$50.00
	Hepatitis B vaccine, adult dosage (3 dos....	$85.00
	Zoster (shingles) vaccine (HZV), recombi....	$232.00
	SARSCOV2 VAC BVL 50MCG/0.5ML	$0.00
	SARSCOV2 VAC BVL 25MCG/.25ML	$0.00
	SARSCOV2 VAC BVL 10MCG/0.2ML	$0.00
	SARSCOV2 VACCINE 25 MCG/0.25 ML FOR IM U....	$155.00
	SARSCOV2 VACCINE 50 MCG/0.5 ML FOR IM US....	$156.00
	Pure tone hearing test, air	$13.00
	Tympanometry	$19.00
	Distortion product evoked otoacoustic em....	$36.00
	Immunotherapy, one injection	$18.00
	Immunotherapy injections	$23.00
	Developmental screening, with interpreta....	$12.00
	BRIEF EMOTIONAL/BEHAV ASSMT	$5.00
	Administration of patient-focused health....	$7.00
	Therapeutic, prophylactic, or diagnostic....	$28.00
	Medical nutrition, indiv, in	$43.00
	Med nutrition, indiv, subseq	$37.00
	Handling and/or conveyance of specimen f....	$10.00
	OFFICE O/P NEW SF 15-29 MIN	$112.00
	OFFICE O/P NEW LOW 30-44 MIN	$159.00
	OFFICE O/P NEW MOD 45-59 MIN	$233.00

	OFFICE O/P NEW HI 60-74 MIN	$293.00
	OFFICE O/P EST MINIMAL PROB	$41.00
	OFFICE O/P EST SF 10-19 MIN	$68.00
	OFFICE O/P EST LOW 20-29 MIN	$104.00
	OFFICE O/P EST MOD 30-39 MIN	$148.00
	OFFICE O/P EST HI 40-54 MIN	$219.00
	Prev visit, new, infant	$143.00
	Prev visit, new, age 1-4	$155.00
	Prev visit, new, age 5-11	$185.00
	Prev visit, new, age 12-17	$203.00
	Prev visit, new, age 18-39	$200.00
	Prev visit, new, age 40-64	$239.00
	Prev visit, new, 65 & over	$258.00
	Prev visit, est, infant	$115.00
	Prev visit, est, age 1-4	$128.00
	Prev visit, est, age 5-11	$151.00
	Prev visit, est, age 12-17	$175.00
	Prev visit, est, age 18-39	$170.00
	Prev visit, est, age 40-64	$190.00
	Prev visit, est, 65 & over	$210.00
	Preventive counseling, indiv	$54.00
	Smoking and tobacco use cessation counse....	$17.00
	Smoking and tobacco use cessation counse....	$38.00
	Alcohol and/or substance (other than tob....	$39.00
	Alcohol and/or substance (other than tob....	$77.00
	Preventive counseling, group	$28.00
	Prolonged office or other outpatient eva....	$98.00
	Telephone evaluation and management serv....	$64.00
	Telephone evaluation and management serv....	$104.00
	Telephone evaluation and management serv....	$147.00
	Home visit, postnatal	$159.00
	Home visit, nb care	$220.00
	Spermicide	$13.00

	Lice treatment, topical	$7.00
	Misc Charge	$0.00
	PATIENT CREDIT FROM PREVIOUS SYSTEM	$0.00
	Dental Evaulation	$69.00
	Dental Evaluation	$31.00
	Decreased Tobacco Use	$0.00
	Admin influenza virus vac	$39.00
	Admin pneumococcal vaccine	$39.00
	Ceftriaxone sodium injection	$2.00
	Injection, medroxyprogesterone acetate, ...	$3.00
	Rho d immune globulin inj	$98.00
	Drugs unclassified injection	$0.00
	Eth estr and eton monthly	$0.01
	Levonorgestrel iu 52mg 5 yr	$1,343.00
	Intraut copper contraceptive	$1,249.00
	Etonogestrel (contraceptive) implant sys....	$1,342.00
	PLACEHOLDER	$0.00
	Returned Check Fee	$25.00
	PPD Negative Low Risk	$0.00
	Prenatal vitamins 30 day	$41.00
	Medical home program, comprehensive care....	$88.00
	Medical home program, comprehensive care....	$265.00
	Removal of sutures	$45.00
	Contraceptive pills for bc	$3.00
	Prescription drug, generic	$0.00
	RN services up to 15 minutes	$22.00
	Dwelling lead investigation	$1,440.00
DEPARTMENT	**SERVICE**	**FEE**
HD DENTAL	Periodic Oral Evaluation	$35.00
	Limited Oral Evaluation - Problem Focused	$53.00
	Oral Evaluation For A Patient Under Three Years Of Age And Counseling With Primary Caregiver	$53.00
	Comprehensive Oral Evaluation - New Or Established Patient	$63.00

	Re-Evaluation - Limited, Problem Focused (Established Patient; Not Post-Operative Visit)	$46.00
	Intraoral - Complete Series (Including Bitewings)	$103.00
	Intraoral -Periapical First Film	$22.00
	Intraoral - Periapical Each Additional Film	$22.00
	Bitewing - Single Film	$21.00
	Bitewings - Two Films	$33.00
	Bitewings - Three Films	$38.00
	Bitewings - Four Films	$47.00
	Panoramic Film	$86.00
	Diagnostic Casts	$150.00
	Prophylaxis - Adult	$65.00
	Prophylaxis - Child	$49.00
	Topical Fluoride Varnish; Therapeutic Application For Moderate To High Caries Risk Patients	$32.00
	Topical Application Of Fluoride	$35.00
	Sealant - Per Tooth	$40.00
	Interim Caries Arresting Medicament Application - Per Tooth	$35.00
	Space Maintainer - Fixed - Unilateral	$250.00
	Sace Maintainer - Fixed - Bilateral, Maxillary	$438.00
	Space Maintainer - Fixed - Bilateral, Mandibular	$438.00
	Resin-Based Composite - One Surface, Anterior	$115.00
	Resin-Based Composite - Two Surfaces, Anterior	$144.00
	Resin-Based Composite - Three Surfaces, Anterior	$174.00
	Resin-Based Composite - Four Or More Surfaces Or Involving Incisal Angle (Anterior)	$208.00
	Resin-Based Composite Crown, Anterior	$302.00
	Resin-Based Composite - One Surface, Posterior	$130.00
	Resin-Based Composite - Two Surfaces, Posterior	$167.00
	Resin-Based Composite - Three Surfaces, Posterior	$199.00
	Resin-Based Composite - Four Or More Surfaces, Posterior	$221.00
	Prefabricated Stainless Steel Crown - Primary Tooth	$206.00
	Prefabricated Stainless Steel Crown - Permanent Tooth	$230.00

	Sedative Filling	$80.00
	Core Buildup, Including Any Pins	$195.00
	Therapeutic Pulpotomy (Excluding Final Restoration)	$228.00
	Periodontal Scaling And Root Planing - Four Or More Contiguous Teeth Per Quadrant	$217.00
	Periodontal Scaling And Root Planing - One To Three Teeth Per Quadrant	$136.00
	Full Mouth Debridement To Enable Comprehensive Evaluation And Diagnosis	$131.00
	Periodontal Maintenance	$102.00
	Complete Denture - Maxillary	$1,100.00
	Complete Denture - Mandibular	$1,100.00
	Immediate Denture - Maxillary	$1,300.00
	Immediate Denture - Mandibular	$1,300.00
	Maxillary Partial Denture - Resin Base	$900.00
	Mandibular Partial Denture - Resin Base	$900.00
	Adjust Complete Denture - Maxillary	$60.00
	Adjust Complete Denture - Mandibular	$60.00
	Adjust Partial Denture - Maxillary	$64.00
	Adjust Partial Denture - Mandibular	$64.00
	Repair Broken Completed Denture Base, Mandibular	$150.00
	Repair Broken Completed Denture Base, Maxillary	$150.00
	Replace Missing Or Broken Teeth - Complete Denture (Each Tooth)	$130.00
	Repair Resin Partial Denture Base, Mandibular	$165.00
	Repair Resin Partial Denture Base, Maxillary	$165.00
	Repair Cast Partial Framework, Mandibular	$175.00
	Repair Cast Partial Framework, Maxillary	$175.00
	Repair Or Replace Broken Clasp	$198.00
	Replace Broken Teeth - Per Tooth	$192.00
	Add Tooth To Existing Partial Denture	$163.00
	Add Clasp To Existing Partial Denture	$204.60
	Reline Complete Maxillary Denture (Chairside)	$287.00
	Reline Complete Mandibular Denture (Chairside)	$287.00

	Reline Maxillary Partial Denture (Chairside)	$199.00
	Reline Mandibular Partial Denture (Chairside)	$201.00
	Reline Complete Maxillary Denture (Laboratory)	$354.00
	Reline Complete Mandibular Denture (Laboratory)	$354.00
	Reline Maxillary Partial Denture (Laboratory)	$399.00
	Reline Mandibular Partial Denture (Laboratory)	$349.00
	Add Metal Substructure To Acrylic Full Denture (Per Arch)	$353.00
	Extraction, Coronal Remnants - Deciduous Tooth	$95.00
	Extraction, Erupted Tooth Or Exposed Root	$129.00
	Surgical Removal Of Erupted Tooth	$217.00
	Alveoloplasty In Conjunction With Extractions - Four Or More Tooth Spaces, Per Quadrant	$201.00
	Alveoloplasty In Conjunction With Extractions - One To Three Tooth Spaces, Per Quadrant	$220.00
	Alveoloplasty Not In Conjunction With Extractions - Four Or More Tooth Spaces, Per Quadrant	$738.00
	Alveoloplasty Not In Conjunction With Extractions - One To Three Tooth Spaces, Per Quadrant	$369.00
	Palliative (Emergency) Treatment Of Dental Pain - Minor Procedure	$88.00
DEPARTMENT	**SERVICE**	**FEE**
ENVIRONMENTAL HEALTH	ON-SITE WASTEWATER AND WELLS PROGRAM:	
	IMPROVEMENT PERMIT	$200.00
	CONSTRUCTION AUTHORIZATION W/ EXISTING IMPROVEMENT PERMIT	$220.00
	CONSTRUCTION AUTHORIZATION - FIRST 500 GALLONS	$380.00
	CONSTRUCTION AUTHORIZATION - EACH ADDITIONAL 500 GALLONS	$140.00
	PERMIT REVISION	$150.00
	TRANSFER VALID CONSTRUCTION AUTHORIZATION TO NEW OWNER (NO CHANGES TO SITE PLAN)	$50.00
	REPAIR TO EXISTING SYSTEM	$200.00
	EXISTING SYSTEM AUTHORIZATION - RESTORATION OF POWER AND/OR REPLACEMENT OF A HOME	$100.00
	PRIVATE OPTION PERMITS - ENGINEERED OPTION PERMIT	$35.00
	PRIVATE OPTION PERMITS - AUTHORIZED ONSITE WASTEWATER EVALUATOR	$35.00

	PRIVATE OPTION PERMITS - COMBINATION PERMIT	$150.00
	REVISIT FEE	$50.00
	WELL PERMIT FEE	$350.00
	WELL WATER SAMPLING	
	BACTERIAL ANALYSIS	$55.00
	CHEMICAL ANALYSIS	$100.00
	NITRATE/NITRITES	$55.00
	EHS COLLECTION	$75.00
	FOOD, LODGING, & INSTITUTIONS	
	FOOD SERVICE PLAN REVIEW	$250.00
	FOOD SERVICE PLAN REVIEW RENNOVATION/ADDITION	$175.00
	MOBILE FOOD UNIT PLAN REVIEW - USING AN EXISTING ESTABLISHMENT AS COMMISSARY	$125.00
	MOBILE FOOD UNIT PLAN REVIEW W/ NEW COMMISSARY	$175.00
	LIMITED FOOD SERVICE ESTABLISHMENT	$75.00
	TEMPORARY FOOD ESTABLISHMENT	$75.00
	PUBLIC SWIMMING POOL - SEASONAL	$150.00
	PUBLIC SWIMMING POOL - ANNUAL	$200.00
	EACH ADDITIONAL SWIMMING POOL AT SAME LOCATION	$50.00
	PUBLIC SWIMMING POOL PLAN REVIEW - PER BODY OF WATER	$250.00
	PUBLIC SWIMMING POOL REVISIT FEE - IF UNABLE TO PERMIT	$50.00
	CHILD DAY CARE PLAN REVIEW	$200.00
	TATTOO PARLOR PERMIT - ANNUAL FOR EACH ARTIST	$175.00
DEPARTMENT	**SERVICE**	**FEE**
SOIL & WATER	Truax Flex II 808 - NoTill Drill	$10/acre or $50/day whichever comes first
	GrassWorks WeedWiper	$30/day
	Sides Spread-all Spread	$30/day
DEPARTMENT	**SERVICE**	**FEE**
LIBRARY	DVD rental	0.25/ea or 5 for $1
	Copies	0.25/page for B&W and color

	Faxes	0.25/page
	Scanning	0.25/page
	Out of County Library Card	$20/year
	Lost or Damaged Library books	Cost plus $2 processing fee
DEPARTMENT	**SERVICE**	**FEE**
BOARD OF ELECTIONS	CANDIDATE FILING FEES	GREATER OF 1% OF SALARY OR $5.00
DEPARTMENT	**SERVICE**	**FEE**
PARKS & REC	BEECH GLEN OPEN GYM	$4.00
DEPARTMENT	**SERVICE**	**FEE**
SOLID WASTE	DEAD ANIMALS	$47/TON
	PASSENGER TIRES - OFF THE RIM	$0.75/TIRE
	PASSENGER TIRES - ON THE RIM	$2.00/TIRE
	SEMI-TRUCK TIRES - OFF THE RIM	$5.00/TIRE
	OFF ROAD TIRES - OFF THE RIM	$11.00/TIRE
	ALL RESIDENTIAL DWELLING UNITS	$180.00/YEAR
	HOTELS, MOTELS, COTTAGES, INNS, BED & BREAKFASTS, RETREAT CENTERS, CAMPGROUNDS, CAMP SPACE OR EQUIVALENT	THE GREATER OF $15.00 PER RENTAL ROOM/SPACE OR TWICE THE RESIDENTIAL FEE
	STORAGE UNITS PER BUSINESS ENTITY	1 TIMES THE RESIDENTIAL FEE
	RESTAURANTS - SEATING CAPACITY OF 1 TO 25	TWO TIMES THE RESIDENTIAL FEE
	RESTAURANTS - SEATING CAPACITY OF 26 TO 100	FOUR TIMES THE RESIDENTIAL RATE
	RESTUARANTS - SEATING CAPACITY OF 101 AND GREATER	SEVEN TIMES THE RESIDENTIAL RATE
	HOSPITALS, NURSING HOMES, AND RHABILITATION CENTERS	$15.00 PER PATIENT ROOM
	BUSINESSES AND/OR MANUFACTURING FACILITIES - 0 - 5,000 SQUARE FEET	TWO TIMES THE RESIDENTIAL FEE

	BUSINESSES AND/OR MANUFACTURING FACILITIES - 5,000 - 15,000 SQUARE FEET	FOUR TIMES THE RESIDENTIAL RATE
	BUSINESSES AND/OR MAUFACTURING FACILITIES - 15,000 SQUARE FEET AND ABOVE	SIX TIMES THE RESIDENTIAL RATE
	ELDERLY EXEMPTION	$29.00 PER YEAR

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North Carolina Office of State Budget and Management

Contract # 2040RD

This Agreement is hereby entered into by and between the NC Office of State Budget and Management (the "AGENCY") and Madison County (the "RECIPIENT") (referred to collectively as the "Parties").

1. EFFECTIVE TERM:

The RECIPIENT's performance period for this agreement shall be effective starting July 1, 2023, through October 3, 2025. The PARTIES' duties of record-keeping, monitoring, reporting, and auditing continue thereafter as provided below.

2. RECIPIENT'S DUTIES:

The RECIPIENT is authorized by this agreement to use funds for purposes referenced in the Current Operations Appropriations Act, Session Law (S.L.) 2023-134, Section 24.6.

The RECIPIENT understands and acknowledges that the first round of funding is $2,000. Depending upon availability, a second round of funding may occur at AGENCY discretion. The RECIPIENT acknowledges they have provided the following additional documentation:

a. Internal Revenue Service W-9 form (includes address, Tax ID)
b. Electronic Payment Form & Supporting Document (if required)

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in G.S. 143C-6-22 Use of State funds by non-State entities, 9 N.C.A.C. Subchapter 3M and the requirements found in S.L. 2023-134, Section 24.6.

The RECIPIENT shall ensure:

a. RECIPIENT shall use grant funds for the preservation of historic records and files. Allowable uses of the funds include, but are not limited to, document restoration, reparation, deacidification, and placement in protected archival binders.
b. Funds may be used for document digitization only if the original documents will continue to be maintained and preserved.
c. RECIPIENT must provide a one hundred percent (100%) match for all grant funds awarded.
d. Interest earnings on funds shall be used for the same purposes for which the grant was made.
e. Submission of reports on financial and performance progress. This shall include financial and performance progress of the RECIPIENT.
f. Compliance with 9 N.C.A.C. Subchapter 3M.0205.
g. RECIPIENT is not permitted to subgrant funds to another organization.

Pursuant to G.S 143C-6-8, the RECIPIENT understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate

appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

3. AGENCY'S DUTIES & PAYMENT PROVISIONS:

The AGENCY shall ensure that funds allocated and disbursed pursuant to Session Law 2023-134, comply with the intent and guidance found in these Session Laws and ensure compliance with related state statutes and financial management standards.

The AGENCY is subject to the following requirements:

a. Upon execution of this contract and the RECIPIENT's submission of documents identified in Section 2 of this contract, the AGENCY shall pay the RECIPIENT the full first round of funds within 30 days.
b. Develop RECIPIENT financial and performance reporting document that shall incorporate the requirements of 9 N.C.A.C. Subchapter 3M.0205 and require the RECIPIENT to:
    i. Certify that funds received or held were used for the intended purpose.
    ii. Provide an accounting for funds received, interest earned, funds expended.
    iii. Provide activities, accomplishments, and performance measures.
    iv. Provide a list of employees and the amount of State funds used for the employee's annual salary.
    v. Provide supporting invoices, contracts, payroll information or other documents to support expenditures upon request.
c. Provide a secure method for submitting financial and performance reports.
d. Conduct financial and performance monitoring until the contract is completed.
e. Funds will not revert until October 3, 2025.

4. FUNDS MANAGEMENT:

The RECIPIENT agrees that funds paid through this contract shall be subject to the following:

a. Accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and / or grant management system. This shall include accounting for interest earned on these funds.
b. All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above.
c. Expenditures for travel mileage are not eligible under this Contract.
d. If eligible, the RECIPIENT:
    i. Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and
    ii. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

5. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS:

The RECIPIENT agrees to submit the required quarterly report on or before the 10th day following the end of each quarter. The first report is due to the AGENCY during the quarter in which the funds have been received

by the RECIPIENT. The AGENCY shall provide the format and method for reporting. All reports and supporting documents shall include the RECIPIENT information and shall be submitted as prescribed by the AGENCY.

RECIPIENT agrees that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and the RECIPIENT will provide access to work papers, receipts, invoices, and reporting records, if requested by the AGENCY, as the AGENCY executes any monitoring or internal audit responsibilities.

6. AGREEMENT ADMINISTRATORS:

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

RECIPIENT and AGENCY Point of Contact	
RECIPIENT Contract Administrator	AGENCY Contract Administrator
Name: Mary Jane Wallin Email: mjwallin@madisoncountync.gov Direct Phone: 828-649-3131	Christy Doi NC Office of State Budget and Management 2 South Salisbury Street Raleigh, NC 27601 Direct Phone: 984-236-0600 Email: osbm-rdgrants@osbm.nc.gov

7. MONITORING AND AUDITING:

The RECIPIENT acknowledges and agrees that from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents, and facilities of the RECIPIENT are subject to being audited, inspected, and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting, and related requirements.

The RECIPIENT acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules, and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the RECIPIENT and are subject to change.

8. TAXES:

The RECIPIENT shall be considered to be an independent RECIPIENT and as such shall be responsible for all taxes. The RECIPIENT agrees to provide the AGENCY with the RECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The RECIPIENT agrees that failure to provide the AGENCY with a correct taxpayer identification number authorizes the AGENCY to withhold any amount due and payable under this Agreement.

9. SITUS:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

10. COMPLIANCE WITH LAW:

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the AGENCY. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Recipient acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200.

11. TERMINATION OF AGREEMENT:

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the AGENCY.

12. AMENDMENTS:

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

13. AGREEMENT CLOSE-OUT PROCESS:

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final quarterly report) within ninety (90) days after the completion of the project or final expenditure date, whichever is later. Unexpended funds should be promptly returned to the AGENCY at this time.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

14. AUTHORIZED SIGNATURE WARRANTY:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. **In Witness Whereof,** the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

RECIPIENT NAME

DocuSigned by:
Matthew Wechtel
603D34E54DEB498...
Signature

5/14/2024 | 11:15 PM EDT
Date

Matthew Wechtel
Printed Name

Chairman, Board of Commissioners
Title

NC OFFICE OF STATE BUDGET AND MANAGEMENT

DocuSigned by:
Kristin Walker
8CBE034DDDB04BB...
Signature

5/15/2024 | 1:19 PM EDT
Date

Kristin Walker
Printed Name

State Budget Director
Title