State of North Carolina

Minutes

County of Madison

The Madison County Board of Commissioners met in regular session on Tuesday, October 14, 2025, at 7:00 p.m. at the Madison County Courthouse Temporary Facility located at 232 Carolina Lane, Marshall, North Carolina.

In attendance were Chairman Matt Wechtel, Vice-Chairman Jeremy Hensley, Commissioner Michael Garrison, Commissioner Bill Briggs, Commissioner Alan Wyatt, County Manager Rod Honeycutt, Attorney Sidney Laws, and Clerk Mandy Bradley. County Attorney Donny Laws was not in attendance.

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 following amendment to the agenda:

- Removal of Item 4

Upon motion by Chairman Wechtel and second by Vice-Chairman Hensley, the Board voted unanimously that we approve the modified agenda. (Attachment 1.1)

Agenda Item 2: Consent Agenda

a. Tax Refunds, Releases, Compromise (Attachment 2.1)
b. Amended Fairgrounds Capital Improvement Project Ordinance (Attachment 2.2)
c. S.L. 2025-26 North Carolina Office of State Budget and Management Funding Contract (Attachment 2.3)
d. Transportation Assurances and Certifications Ratification (Attachment 2.4)
e. FY 2025-2026 Resolution Authorizing Increase in Micro-Purchasing Threshold (Attachment 2.5)
f. Revize Web Services Sales Agreement (Attachment 2.6)
g. FY26 Rural Operating Assistance Program Certified Statement Resolution (Attachment 2.7)
h. Approval of September 9, 2025 (Regular) Meeting Minutes; September 23, 2025 (Special) Meeting Minutes

Chairman Wechtel read the items contained in the consent agenda into the record.

Upon motion by Commissioner Garrison and second by Commissioner Wyatt, the Board voted unanimously to approve the consent agenda.

Agenda Item 3: Public Comment

Graeme Frelick spoke regarding topics concerning the County Government and School System.
Will Ashear spoke regarding public school funding.

Upon motion by Vice-Chairman Hensley and second by Commissioner Wyatt, the Board voted unanimously to close public comment. (Attachment 3.1)

Agenda Item 4: Madison County Transportation Authority FY27 Unified Grant Funding Application

Item removed from agenda.

Agenda Item 5: Kary Ledford, Finance Officer

a. Budget Amendment #3

Ms. Ledford presented and discussed Budget Amendment #3.

Upon motion by Vice-Chairman Hensley and second by Commissioner Wyatt, the board voted unanimously that we approve Budget Amendment #3. (Attachment 5.1)

b. Financial Report

Ms. Ledford presented and discussed the September financial report.

Agenda Item 6: Rod Honeycutt, County Manager

a. County Manager's Update

County Manager Rod Honeycut provided the County Manager's update and answered questions from members of the Board. Information discussed included public assistance projects and funding with FEMA as a result of the Hurricane Helene event; North Carolina Hazard Mitigation program; emergency management radio tower and public service complex projects; and the covered arena project at the County's fairgrounds, with the County Manager noting his recommendation for the County to enter into a $1,300,000.00 design-build contract with the contractor with a decrease in components for construction of the facility during Phase I.

Discussion was had by the Board and County Manager Honeycutt.

Upon motion by Commissioner Garrison and second by Vice-Chairman Hensley, with additional discussion being had, the Board voted unanimously to accept the suggested changes from the County Manager.

Additional updates regarding the animal shelter facility and site work for the public service complex were discussed by County Manager Honeycutt.

b. County Owned Surplus Property

County Manager Honeycutt provided information and answered questions from members of the Board regarding a bid previously accepted by the Board for parcel identification number 8778-61-9041 noting that the bid completed the upset process with no additional bids being received. Counsel was provided by Attorney Sid Laws regarding the bid process upon advertisement.

Discussion was had by the Board, County Manager Honeycutt, and Clerk Mandy Bradley regarding bids received by the County for inventory identification number 2533. Upon motion by Commissioner Garrison, with discussion being had by the Board, and second by Vice-Chairman Hensley, the Board voted unanimously to counter with the bid, counteroffer of $5,675.91 to the first bidder.

County Manager Honeycutt provided information and answered questions from members of the Board regarding a bid received by the County for inventory identification number 3035. Discussion was had by the Board and County Manager Honeycutt.

Counsel was provided by Attorney Laws regarding the process for acceptance of a bid upon completion of the upset advertisement period.

Additional discussion was had by the Board regarding inventory identification number 3035. Upon motion by Commissioner Briggs and second by Vice-Chairman Hensley, the Board voted 4-1 to accept the bid with Chairman Wechtel, Vice-Chairman Hensley, Commissioner Briggs, and Commissioner Wyatt voting in favor and Commissioner Garrison voting opposed.

Upon motion by Chairman Wechtel and second by Commissioner Garrison, the Board voted unanimously to table the first bid to the work session on the fourth Tuesday of the month for parcel identification number 8778-61-9041.

c. Property Disposal

Upon motion by Chairman Wechtel and second by Commissioner Wyatt, the Board voted unanimously to go into closed session in order to discuss property disposal under N.C.G.S. 143-318.11(a)(5) at 7:42 p.m.

Upon motion by Vice-Chairman Hensley and second by Commissioner Garrison, the Board voted unanimously to return to open session at 8:30 p.m.

Agenda Item 7: Adjournment

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

This the 14th day of October 2025.

MADISON COUNTY

Matt Wechtel, Chairman
Board of Commissioners

ATTEST:

Mandy Bradley, Clerk

Attachment 1.1

Madison County Board of Commissioners
Agenda
October 14, 2025

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

1. Agenda Approval

2. Consent Agenda
   a. Tax Refunds, Releases, Compromise
   b. Amended Fairgrounds Capital Improvement Project Ordinance
   c. S.L. 2025-26 North Carolina Office of State Budget and Management Funding Contract
   d. Transportation Assurances and Certifications Ratification
   e. FY 2025-2026 Resolution Authorizing Increase in Micro-Purchasing Threshold
   f. Revize Web Services Sales Agreement
   g. FY26 Rural Operating Assistance Program Certified Statement Resolution
   h. Approval of August September 9, 2025 (Regular) Meeting Minutes; September 23, 2025 (Special) Meeting Minutes

3. Public Comment

5. Kary Ledford, Finance Officer
   a. Budget Amendment #3
   b. Financial Report

6. Rod Honeycutt, County Manager
   a. County Manager's Update
   b. County Owned Surplus Property
   c. Property Disposal

7. Adjournment

Tax Year	Bill Number	Parcel #	Source Type	Adjustment #	Adjustment Reason	Date of Adj.	Additional Owners	Refund Recipient Name	Refund Address Line 1	Refund City	Refund State	Refund Zip Code	Jurisdiction	Refund Amount ($)	MADISON Portion Refund ($)	SOLID WASTE FEE	Fire District	Fire Refund ($)
MADISON Refunds																		
2020	0000007737-2020-2020-0000-00	9929	REI	6799	Duplication	9/15/2025 4:59:57 PM	Secondary	EDWARDS, BOBBY D	6256 HWY 213	MARSHALL	NC	28753	MADISON	370.82	370.82	0.00		0.00
2020	0000007737-2020-2020-0000-00	9929	REI	6799	Duplication	9/15/2025 4:59:57 PM	Secondary	EDWARDS, BOBBY D	6256 HWY 213	MARSHALL	NC	28753	MADISON	66.75	0.00	0.00	MARS HILL FD	66.75
2020	0000007737-2020-2020-0000-00	9929	REI	6802	Duplication	9/15/2025 5:02:44 PM	Secondary	EDWARDS, BOBBY D	6256 HWY 213	MARSHALL	NC	28753	MADISON	180.00	0.00	180.00		0.00
2021	0000007737-2021-2021-0000-00	9929	REI	6798	Duplication	9/15/2025 4:59:56 PM	Secondary	EDWARDS, BOBBY D	6256 HWY 213	MARSHALL	NC	28753	MADISON	370.82	370.82	0.00		0.00
2021	0000007737-2021-2021-0000-00	9929	REI	6798	Duplication	9/15/2025 4:59:56 PM	Secondary	EDWARDS, BOBBY D	6256 HWY 213	MARSHALL	NC	28753	MADISON	66.75	0.00	0.00	MARS HILL FD	66.75
2021	0000007737-2021-2021-0000-00	9929	REI	6801	Duplication	9/15/2025 5:02:43 PM	Secondary	EDWARDS, BOBBY D	6256 HWY 213	MARSHALL	NC	28753	MADISON	180.00	0.00	180.00		0.00
2022	0000007737-2022-2022-0000-00	9929	REI	6797	Duplication	9/15/2025 4:59:55 PM	Secondary	EDWARDS, BOBBY D	6256 HWY 213	MARSHALL	NC	28753	MADISON	370.83	370.83	0.00		0.00
2022	0000007737-2022-2022-0000-00	9929	REI	6797	Duplication	9/15/2025 4:59:55 PM	Secondary	EDWARDS, BOBBY D	6256 HWY 213	MARSHALL	NC	28753	MADISON	66.75	0.00	0.00	MARS HILL FD	66.75
2022	0000007737-2022-2022-0000-00	9929	REI	6800	Duplication	9/15/2025 5:02:42 PM	Secondary	EDWARDS, BOBBY D	6256 HWY 213	MARSHALL	NC	28753	MADISON	180.00	0.00	180.00		0.00
2023	0000007737-2023-2023-0000-00	9929	REI	6796	Duplication	9/15/2025 4:59:55 PM	Secondary	EDWARDS, BOBBY D	6256 HWY 213	MARSHALL	NC	28753	MADISON	370.83	370.83	0.00		0.00
2023	0000007737-2023-2023-0000-00	9929	REI	6796	Duplication	9/15/2025 4:59:55 PM	Secondary	EDWARDS, BOBBY D	6256 HWY 213	MARSHALL	NC	28753	MADISON	66.75	0.00	0.00	MARS HILL FD	66.75
2024	0000007737-2024-2024-0000-00	9929	REI	6795	Duplication	9/15/2025 4:59:54 PM	Secondary	EDWARDS, BOBBY D	6256 HWY 213	MARSHALL	NC	28753	MADISON	696.62	696.62	0.00		0.00
2024	0000007737-2024-2024-0000-00	9929	REI	6795	Duplication	9/15/2025 4:59:54 PM	Secondary	EDWARDS, BOBBY D	6256 HWY 213	MARSHALL	NC	28753	MADISON	174.15	0.00	0.00	MARS HILL FD	174.15
2025	0000015605-2025-2025-0000-00	22085	REI	6755	Landfill error	9/12/2025 2:47:24 PM		GOSNELL, RICKY WAYNE	124 WINDY RIDGE ROAD	MARSHALL	NC	28753	MADISON	180.00	0.00	180.00		0.00
2025	0000575791-2025-2025-0000-00		IND	6846	Over Assessment	9/24/2025 2:15:18 PM		HARRIS, SUSAN CHEEK	850 MOUNTAIN HAVEN DR	MARS HILL	NC	28754	MADISON	21.64	21.64	0.00		0.00
2025	0000575791-2025-2025-0000-00		IND	6846	Over Assessment	9/24/2025 2:15:18 PM		HARRIS, SUSAN CHEEK	850 MOUNTAIN HAVEN DR	MARS HILL	NC	28754	MADISON	5.41	0.00	0.00	MARS HILL FD	5.41
2025	0000016696-2025-2025-0000-00		IND	6866	Sold/Traded	9/29/2025 11:29:37 AM		PROFFITT, GARY	15 PROFFITT LN.	MARSHALL	NC	28753	MADISON	7.64	7.64	0.00		0.00
2025	0000016696-2025-2025-0000-00		IND	6866	Sold/Traded	9/29/2025 11:29:37 AM		PROFFITT, GARY	15 PROFFITT LN.	MARSHALL	NC	28753	MADISON	1.91	0.00	0.00	EBBS CHAPEL FD	1.91
	Subtotal													**3,377.67**	**2,209.20**	**720.00**		**448.47**

Authorization

_____

_____ **Date:**

9/30/2025

Attachment 2.1

Date run: 9/30/2025 2:18:19 PM

Data as of: 9/29/2025 7:07:21 PM

TR-304 Bill Release Report

NCPTS V4

Report Parameters:

Release Date Start: **9/1/2025**

Release Date End: **9/30/2025**

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
0000000523-2025-2025-0000-00-REG	GOFORTH, CONLEY NEWTON	8/22/2025	Landfill error	JESSICA WEST	9/12/2025	294.93	$ 180.00	114.93
0000000679-2025-2025-0000-00-REG	LISENBEE, REUBEN J.	8/22/2025	Landfill error	JESSICA WEST	9/15/2025	377.29	$ 180.00	197.29
0000000703-2025-2025-0000-00-REG	SIMBACH, LOIS	8/22/2025	Landfill error	JESSICA WEST	9/12/2025	594.99	$ 360.00	234.99
0000000810-2025-2025-0000-00-REG	GRIFFIN, MICHAEL	8/22/2025	Outbldg corr	JESSICA WEST	9/23/2025	429.42	$ 81.58	347.84
0000000936-2025-2025-0000-00-REG	SLAGLE, JEFF	8/22/2025	Landfill error	JESSICA WEST	9/12/2025	899.67	$ 180.00	719.67
0000000952-2025-2025-0000-00-REG	SHELTON, ELDWIN	8/22/2025	Landfill error	JESSICA WEST	9/12/2025	2,107.12	$ 180.00	1,927.12
0000000978-2025-2025-0000-00-REG	SMITH, REX C.	8/22/2025	Landfill error	JESSICA WEST	9/12/2025	322.85	$ 180.00	142.85
0000001764-2025-2025-0000-00-REG	FRANKLIN, THOMAS A.	8/22/2025	Landfill error	JESSICA WEST	9/15/2025	1,579.12	$ 180.00	1,399.12
0000002075-2025-2025-0000-00-REG	RICE, MCKINLEY	8/22/2025	Landfill error	JESSICA WEST	9/26/2025	1,941.53	$ 180.00	1,761.53
0000002596-2025-2025-0000-00-REG	COOMER, BERT E.	8/22/2025	Landfill error	JESSICA WEST	9/12/2025	435.84	$ 180.00	255.84
0000002797-2025-2025-0000-00-REG	THE TOWN OF MARS HILL	8/22/2025	Landfill error	APRIL [illegible]	9/3/2025	180.00	$ 180.00	0.00
0000003106-2025-2025-0000-00-REG	THE TOWN OF MARS HILL	8/22/2025	Landfill error	APRIL [illegible]	9/3/2025	180.00	$ 180.00	0.00
0000003131-2025-2025-0000-00-REG	REDMON, HUBERT H. JR.	8/22/2025	Landfill error	JESSICA WEST	9/12/2025	401.20	$ 180.00	221.20
0000003641-2025-2025-0000-00-REG	BLEVINS, RUSSELL C.	8/22/2025	Adjustment	JESSICA WEST	9/15/2025	4,218.00	$ 417.58	3,800.42
0000003769-2025-2025-0000-00-REG	ADAMS, JERRY RUSSELL	8/22/2025	Landfill error	JESSICA WEST	9/23/2025	2,337.65	$ 360.00	1,977.65
0000003804-2025-2025-0000-00-REG	BEASLEY, MELVIN JAMES	8/22/2025	Landfill error	JESSICA WEST	9/23/2025	2,297.36	$ 180.00	2,117.36
0000004002-2025-2025-0000-00-REG	JAMERSON, GARY STEVE	8/22/2025	Over Assessment	JESSICA WEST	9/15/2025	110.83	$ 74.52	36.31
0000004005-2025-2025-0000-00-REG	JARVIS, CHARLIE B. EST.	8/22/2025	Landfill error	JESSICA WEST	9/23/2025	1,761.66	$ 180.00	1,581.66
0000004040-2025-2025-0000-00-REG	ROSSETER, DIANE	8/22/2025	Landfill error	JESSICA WEST	9/23/2025	795.94	$ 180.00	615.94
0000004099-2025-2025-0000-00-REG	METCALF, W CARLETON	8/22/2025	Landfill error	JESSICA WEST	9/12/2025	1,829.16	$ 180.00	1,649.16
0000004396-2025-2025-0000-00-REG	RICE, BETTY S.	8/22/2025	Landfill error	JESSICA WEST	9/12/2025	1,069.94	$ 180.00	889.94
0000004456-2025-2025-0000-00-REG	SHELTON, JAMES	8/22/2025	Landfill error	JESSICA WEST	9/26/2025	909.79	$ 180.00	729.79
0000004655-2025-2025-0000-00-REG	BUCKNER, ALMA	8/22/2025	Landfill error	JESSICA WEST	9/12/2025	804.00	$ 720.00	84.00
0000004887-2025-2025-0000-00-REG	LUNSFORD, EDITH R	8/22/2025	Landfill error	JESSICA WEST	9/12/2025	747.12	$ 180.00	567.12

0000004950-2025-2025-0000-00-REG	PADEN, JOHN M.	8/22/2025	Landfill error	JESSICA WEST	9/23/2025	401.15	$	180.00	221.15
0000005102-2025-2025-0000-00-REG	RAMSEY, JAMES A	8/22/2025	Landfill error	JESSICA WEST	9/12/2025	879.66	$	180.00	699.66
0000005122-2025-2025-0000-00-REG	STANTON, GREGORY J.AND WIFE,	8/22/2025	Landfill error	JESSICA WEST	9/12/2025	1,634.81	$	180.00	1,454.81
0000005359-2025-2025-0000-00-REG	GENTRY, MARION	8/22/2025	Landfill error	JESSICA WEST	9/23/2025	1,050.62	$	180.00	870.62
0000005458-2025-2025-0000-00-REG	NIX, JEANETTE LAWSON	8/22/2025	Landfill error	JESSICA WEST	9/26/2025	441.75	$	180.00	261.75
0000005758-2025-2025-0000-00-REG	DOTSETH, PEGGY ANN	8/22/2025	Landfill error	JESSICA WEST	9/26/2025	1,052.04	$	360.00	692.04
0000005810-2025-2025-0000-00-REG	BAILEY, JOE	8/22/2025	Landfill error	JESSICA WEST	9/23/2025	1,984.96	$	180.00	1,804.96
0000005821-2025-2025-0000-00-REG	JAMERSON, GARY STEVE	8/22/2025	Landfill error	JESSICA WEST	9/15/2025	898.12	$	180.00	718.12
0000007047-2025-2025-0000-00-REG	HIPPS, DALE PRICE	8/22/2025	Landfill error	JESSICA WEST	9/23/2025	1,195.26	$	180.00	1,015.26
0000007299-2025-2025-0000-00-REG	SYLVESTER, BARBARA K.	8/22/2025	Landfill error	JESSICA WEST	9/23/2025	497.33	$	180.00	317.33
0000007310-2025-2025-0000-00-REG	PRICE, DAVID MARK	8/22/2025	Landfill error	JESSICA WEST	9/23/2025	394.46	$	180.00	214.46
0000007737-2025-2025-0000-00-REG	EDWARDS, BOBBY D	8/22/2025	Duplication	JESSICA WEST	9/4/2025	2,293.61	$	870.77	1,422.84
0000008065-2025-2025-0000-00-REG	CHANDLER, JOHN ALVIN	8/22/2025	Not in County	JESSICA WEST	9/24/2025	162.59	$	162.59	0.00
0000008385-2025-2025-0000-00-REG	REDMON, HUBERT H JR	8/22/2025	Landfill error	JESSICA WEST	9/12/2025	622.41	$	180.00	442.41
0000008827-2025-2025-0000-00-REG	FOXX, ANTHONY	8/22/2025	Over Assessment	JESSICA WEST	9/11/2025	187.60	$	138.10	49.50
0000008831-2025-2025-0000-00-REG	POSTON INVESTMENT PROPERTIES,	8/22/2025	Landfill error	JESSICA WEST	9/23/2025	427.62	$	180.00	247.62
0000008908-2025-2025-0000-00-REG	WORLEY, CHRISTOPHER HUBERT	8/22/2025	Over Assessment	JESSICA WEST	9/15/2025	15.17	$	13.19	1.98
0000008908-2025-2025-0000-00-REG	WORLEY, CHRISTOPHER HUBERT	8/22/2025	Less than min amt	JESSICA WEST	9/15/2025	1.98	$	1.98	0.00
0000008983-2025-2025-0000-00-REG	AUMAN, WILLIAM D.	8/22/2025	Landfill error	JESSICA WEST	9/15/2025	200.22	$	180.00	20.22
0000009095-2025-2025-0000-00-REG	ROBERTS, L.D.	8/22/2025	Landfill error	JESSICA WEST	9/23/2025	3,047.92	$	180.00	2,867.92
0000009465-2025-2025-0000-00-REG	GRIFFIN, LLOYD ALFRED	8/22/2025	Not in County	APRIL	9/5/2025	6.14	$	6.14	0.00
0000009503-2025-2025-0000-00-REG	CODY, RONALD EUGENE	8/22/2025	Landfill error	JESSICA WEST	9/12/2025	286.88	$	180.00	106.88
0000009541-2025-2025-0000-00-REG	PROFFITT, STEVE	8/22/2025	Over Assessment	JESSICA WEST	9/8/2025	51.68	$	47.37	4.31
0000009542-2025-2025-0000-00-REG	LEEDS, CHARLES	8/22/2025	Landfill error	JESSICA WEST	9/15/2025	419.52	$	180.00	239.52
0000010949-2025-2025-0000-00-REG	FLOYD, KATHY S.	8/22/2025	Landfill error	JESSICA WEST	9/26/2025	445.50	$	180.00	265.50
0000011669-2025-2025-0000-00-REG	HERGESHEIMER, SHIRLEY L.	8/22/2025	Landfill error	JESSICA WEST	9/23/2025	2,659.19	$	180.00	2,479.19
0000012689-2025-2025-0000-00-REG	EDWARDS, BOBBY D	8/22/2025	Adjustment	JESSICA WEST	9/4/2025	1,271.34	$	247.92	1,023.42
0000013121-2025-2025-0000-00-REG	NICHOLS, FRED R.	8/22/2025	Adjustment	JESSICA WEST	9/25/2025	2,234.93	$	518.70	1,716.23
0000013302-2025-2025-0000-00-REG	COATES, ANDREW B.	8/22/2025	Over Assessment	JESSICA WEST	9/11/2025	18.99	$	13.14	5.85
0000013426-2025-2025-0000-00-REG	ROBERTS, ROGER	8/22/2025	Landfill error	JESSICA WEST	9/23/2025	649.81	$	180.00	469.81
0000013648-2025-2025-0000-00-REG	CANTRELL, KENNETH RAY	8/22/2025	Landfill error	JESSICA WEST	9/12/2025	435.48	$	180.00	255.48
0000014340-2025-2025-0000-00-REG	CODY, KERMIT B JR	8/22/2025	Landfill error	JESSICA WEST	9/15/2025	284.54	$	180.00	104.54
0000014741-2025-2025-0000-00-REG	WOODS, JAMES BRENTLEY	8/22/2025	Adjustment	APRIL	9/5/2025	229.91	$	186.75	43.16
0000015035-2025-2025-0000-00-REG	ADAMS, HENRY G.	8/22/2025	Adjustment	JESSICA WEST	9/2/2025	5,608.78	$	1,065.83	4,542.95
0000015179-2023-2023-0000-00-REG	GIROUX, KAREN	9/28/2023	Duplication	JESSICA WEST	9/4/2025	234.66	$	97.35	137.31
0000015179-2024-2024-0000-00-REG	GIROUX, KAREN	11/1/2024	Duplication	JESSICA WEST	9/4/2025	173.37	$	74.25	99.12
0000015179-2025-2025-0000-00-REG	GIROUX, KAREN	8/22/2025	Duplication	JESSICA WEST	9/4/2025	181.27	$	74.25	107.02

0000015353-2025-2025-0000-00-REG	GOSS IHS, LLC DBA IRON HORSE	8/22/2025	Business closed	JESSICA WEST	9/8/2025	1,222.44	$	1,222.44	0.00
0000015895-2025-2025-0000-00-REG	MARLIN LEASING	8/22/2025	Business closed	JESSICA WEST	9/4/2025	12.64	$	12.64	0.00
0000016171-2025-2025-0000-00-REG	BANKS, MARK	8/22/2025	Landfill error	JESSICA WEST	9/12/2025	180.00	$	180.00	0.00
0000016275-2025-2025-0000-00-REG	TEAGUE, JAMES CHESTER	8/22/2025	Landfill error	JESSICA WEST	9/15/2025	667.46	$	180.00	487.46
0000016292-2025-2025-0000-00-REG	BYAS, BRYAN	8/22/2025	Landfill error	JESSICA WEST	9/15/2025	1,943.29	$	360.00	1,583.29
0000016509-2025-2025-0000-00-REG	BALL, JENNIFER TWEED	8/22/2025	Landfill error	JESSICA WEST	9/26/2025	911.47	$	180.00	731.47
0000016599-2025-2025-0000-00-REG	BRIGGS, C WILLIAM	8/22/2025	Landfill error	JESSICA WEST	9/26/2025	2,181.51	$	180.00	2,001.51
0000016745-2025-2025-0000-00-REG	ROBERTS BUILDING STONE AND	8/22/2025	Over Assessment	JESSICA WEST	9/11/2025	141.83	$	100.89	40.94
0000016818-2025-2025-0000-00-REG	HARWOOD, DAVID EUGENE	8/22/2025	Over Assessment	JESSICA WEST	9/16/2025	303.89	$	227.25	76.64
0000016837-2025-2025-0000-00-REG	LAFOUNTAIN, LISA MARIE	8/22/2025	Over Assessment	JESSICA WEST	9/15/2025	9.76	$	7.23	2.53
0000016851-2025-2025-0000-00-REG	MCMAHAN, ROGER KENT	8/22/2025	Over Assessment	JESSICA WEST	9/16/2025	35.64	$	30.24	5.40
0000016882-2025-2025-0000-00-REG	ROGERS, STEVIE WAYNE	8/22/2025	Sold/Traded	JESSICA WEST	9/9/2025	60.68	$	49.60	11.08
0000016941-2025-2025-0000-00-REG	SLAGLE, ROGER DALLAS	8/22/2025	Over Assessment	JESSICA WEST	9/15/2025	10.34	$	8.14	2.20
0000016959-2025-2025-0000-00-REG	THOMAS, LEW WALTER	8/22/2025	Over Assessment	JESSICA WEST	9/24/2025	149.49	$	109.89	39.60
0000017074-2025-2025-0000-00-REG	BOOTH, GARY ROBERT	8/22/2025	Over Assessment	JESSICA WEST	9/8/2025	95.31	$	13.31	82.00
0000017083-2025-2025-0000-00-REG	EDMONDS, LONNIE DANIEL	8/22/2025	Over Assessment	JESSICA WEST	9/24/2025	15.57	$	12.69	2.88
0000017116-2025-2025-0000-00-REG	SAWYERS, CLYDE KELLY	8/22/2025	Sold/Traded	JESSICA WEST	9/15/2025	45.94	$	25.48	20.46
0000017192-2025-2025-0000-00-REG	LOCOMOTION WORKS	8/22/2025	Business closed	JESSICA WEST	9/8/2025	75.54	$	75.54	0.00
0000017291-2025-2025-0000-00-REG	DUNN, SEBASTIAN MATTHEW	8/22/2025	Over Assessment	JESSICA WEST	9/16/2025	16.74	$	13.57	3.17
0000017449-2025-2025-0000-00-REG	COLLETT, DENNIS BLAIR JR	8/22/2025	Over Assessment	JESSICA WEST	9/8/2025	25.43	$	20.93	4.50
0000017511-2025-2025-0000-00-REG	MOORE, JEFFERY WAYNE	8/22/2025	Over Assessment	JESSICA WEST	9/24/2025	19.49	$	14.87	4.62
0000017559-2025-2025-0000-00-REG	ADAMS, ROBERT MUSE	8/22/2025	Over Assessment	JESSICA WEST	9/8/2025	23.69	$	19.74	3.95
0000017574-2025-2025-0000-00-REG	COX, STEVEN JAMES	8/22/2025	Over Assessment	JESSICA WEST	9/24/2025	24.92	$	14.46	10.46
0000017614-2025-2025-0000-00-REG	SMITH, HORACE GRATIN	8/22/2025	Over Assessment	JESSICA WEST	9/15/2025	40.31	$	34.25	6.06
0000017734-2025-2025-0000-00-REG	CARVER HOMES & RENOVATIONS	8/22/2025	Business closed	JESSICA WEST	9/9/2025	368.82	$	368.82	0.00
0000018896-2025-2025-0000-00-REG	STATION GAP, LLC	8/22/2025	Landfill error	JESSICA WEST	9/12/2025	564.60	$	360.00	204.60
0000019293-2025-2025-0000-00-REG	ROBINSON, BRUCE CLYDE	8/22/2025	Landfill error	JESSICA WEST	9/12/2025	595.90	$	180.00	415.90
0000019395-2025-2025-0000-00-REG	KOGA, KARL KAORU	8/22/2025	Landfill error	JESSICA WEST	9/23/2025	896.36	$	180.00	716.36
0000019893-2025-2025-0000-00-REG	O'SHEA, PATRICK	8/22/2025	Adjustment	JESSICA WEST	9/2/2025	3,238.09	$	703.82	2,534.27
0000020556-2025-2025-0000-00-REG	ALTAMONT PROPERTIES, LLC	8/22/2025	Landfill error	JESSICA WEST	9/23/2025	844.77	$	720.00	124.77
0000020676-2025-2025-0000-00-REG	G & B TOMATO, LLC	8/22/2025	Landfill error	JESSICA WEST	9/23/2025	768.75	$	180.00	588.75
0000021278-2025-2025-0000-00-REG	NEW EDGE. INC.	8/22/2025	Landfill error	JESSICA WEST	9/23/2025	1,187.73	$	360.00	827.73
0000021387-2025-2025-0000-00-REG	BUCKNER, LARRY JOE	8/22/2025	Landfill error	JESSICA WEST	9/15/2025	415.86	$	180.00	235.86
0000567642-2022-2022-0000-00-REG	BURNETTE, CHRISTOPHER	8/21/2022	Sold/Traded	JESSICA WEST	9/15/2025	213.74	$	213.74	0.00
0000567642-2023-2023-0000-00-REG	BURNETTE, CHRISTOPHER	9/28/2023	Sold/Traded	JESSICA WEST	9/15/2025	198.79	$	198.79	0.00
0000567642-2024-2024-0000-00-REG	BURNETTE, CHRISTOPHER	11/1/2024	Sold/Traded	JESSICA WEST	9/15/2025	140.24	$	140.24	0.00
0000567642-2025-2025-0000-00-REG	BURNETTE, CHRISTOPHER	8/22/2025	Sold/Traded	JESSICA WEST	9/15/2025	149.12	$	149.12	0.00

0000567643-2025-2025-0000-00-REG	PETERS, MARK	8/22/2025	Sold/Traded	JESSICA WEST	9/24/2025	5.50	$	5.50	0.00
0000567805-2025-2025-0000-00-REG	IOSELLO, DANNI	8/22/2025	Bldg correction	JESSICA WEST	9/19/2025	876.41	$	240.56	635.85
0000567805-2025-2025-0000-00-REG	IOSELLO, DANNI	8/22/2025	Landfill error	JESSICA WEST	9/23/2025	635.85	$	360.00	275.85
0000568067-2025-2025-0000-00-REG	LITTLE IVY MISSIONARY BAPTIST	8/22/2025	Landfill error	JESSICA WEST	9/12/2025	180.00	$	180.00	0.00
0000568658-2025-2025-0000-00-REG	LAFOUNTAIN, RONALD	8/22/2025	Over Assessment	JESSICA WEST	9/15/2025	23.68	$	5.37	18.31
0000568930-2025-2025-0000-00-REG	BLEVINS, DARRYL WILLIAM	8/22/2025	Over Assessment	JESSICA WEST	9/16/2025	37.01	$	28.01	9.00
0000569068-2025-2025-0000-00-REG	CUTSHALL, HANNAH JANE	8/22/2025	Over Assessment	JESSICA WEST	9/15/2025	117.68	$	15.98	101.70
0000569188-2025-2025-0000-00-REG	SCHNEIDER, MATTHEW HARRIS	8/22/2025	Over Assessment	JESSICA WEST	9/9/2025	26.05	$	22.55	3.50
0000569283-2025-2025-0000-00-REG	ROBERTS, RICHARD DEAN	8/22/2025	Over Assessment	JESSICA WEST	9/8/2025	64.39	$	53.78	10.61
0000570662-2025-2025-0000-00-REG	BUCKNER, SHEILA G.	8/22/2025	Over Assessment	JESSICA WEST	9/8/2025	68.78	$	55.89	12.89
0000570736-2023-2023-0000-00-REG	CLARK, GROVER CECIL	9/28/2023	Not in County	JESSICA WEST	9/5/2025	15.60	$	15.60	0.00
0000570736-2024-2024-0000-00-REG	CLARK, GROVER CECIL	11/1/2024	Not in County	JESSICA WEST	9/5/2025	10.44	$	10.44	0.00
0000570736-2025-2025-0000-00-REG	CLARK, GROVER CECIL	8/22/2025	Not in County	JESSICA WEST	9/5/2025	10.74	$	10.74	0.00
0000570758-2025-2025-0000-00-REG	COATES, VERLON KENNETH JR.	8/22/2025	Over Assessment	JESSICA WEST	9/8/2025	56.07	$	29.14	26.93
0000570801-2025-2025-0000-00-REG	DAVIS, FRANK	8/22/2025	Not in County	JESSICA WEST	9/9/2025	24.51	$	24.51	0.00
0000570987-2025-2025-0000-00-REG	GREENE, JENNIFER E.	8/22/2025	Not in County	JESSICA WEST	9/24/2025	51.28	$	51.28	0.00
0000571061-2025-2025-0000-00-REG	HORRELL, BRADFORD C.	8/22/2025	Over Assessment	JESSICA WEST	9/8/2025	29.30	$	26.00	3.30
0000571221-2025-2025-0000-00-REG	MCCOY, LARRY RAY	8/22/2025	Over Assessment	JESSICA WEST	9/24/2025	103.16	$	83.88	19.28
0000571264-2025-2025-0000-00-REG	MORROW, WANDA K.	8/22/2025	Sold/Traded	JESSICA WEST	9/24/2025	22.00	$	22.00	0.00
0000571491-2025-2025-0000-00-REG	SAMS, MATTHEW	8/22/2025	Over Assessment	JESSICA WEST	9/24/2025	143.01	$	110.66	32.35
0000571537-2025-2025-0000-00-REG	BOWER, JULIE ANN	8/22/2025	Over Assessment	JESSICA WEST	9/15/2025	40.85	$	27.78	13.07
0000571611-2025-2025-0000-00-REG	TONEY, HAROLD H.	8/22/2025	Over Assessment	JESSICA WEST	9/15/2025	29.30	$	25.99	3.31
0000571613-2025-2025-0000-00-REG	TRAVISON, TIMOTHY CHARLES	8/22/2025	Over Assessment	JESSICA WEST	9/11/2025	32.23	$	28.07	4.16
0000571990-2025-2025-0000-00-REG	BUEHLER, CHRISTOPHER D.	8/22/2025	Over Assessment	JESSICA WEST	9/8/2025	31.74	$	25.89	5.85
0000572035-2025-2025-0000-00-REG	ELLIS, KELLY BURKHARDT	8/22/2025	Over Assessment	JESSICA WEST	9/9/2025	49.68	$	27.68	22.00
0000572042-2025-2025-0000-00-REG	FLOWERS, RICHARD DALE	8/22/2025	Over Assessment	JESSICA WEST	9/16/2025	46.36	$	32.50	13.86
0000572174-2025-2025-0000-00-REG	METCALF, STEVIE DOUGLAS	8/22/2025	Over Assessment	JESSICA WEST	9/11/2025	33.39	$	27.99	5.40
0000572181-2025-2025-0000-00-REG	MORROW, RUSTY	8/22/2025	Over Assessment	JESSICA WEST	9/11/2025	83.91	$	23.92	59.99
0000572182-2025-2025-0000-00-REG	MURRAY, STUART WILSON	8/22/2025	Over Assessment	JESSICA WEST	9/8/2025	32.65	$	25.07	7.58
0000572205-2025-2025-0000-00-REG	PANEK, THOMAS J.	8/22/2025	Over Assessment	JESSICA WEST	9/15/2025	29.38	$	24.63	4.75
0000572217-2025-2025-0000-00-REG	PEARSON, SCOTT M.	8/22/2025	Over Assessment	JESSICA WEST	9/24/2025	30.60	$	27.21	3.39
0000572288-2025-2025-0000-00-REG	SAWYER, DARRELL LUTHER	8/22/2025	Not in County	JESSICA WEST	9/9/2025	143.11	$	51.69	91.42
0000573068-2025-2025-0000-00-REG	MCCURRY, MARC	8/22/2025	Landfill error	JESSICA WEST	9/23/2025	308.20	$	180.00	128.20
0000573771-2025-2025-0000-00-REG	HOLLIFIELD, JAMES O.	8/22/2025	Over Assessment	JESSICA WEST	9/24/2025	42.08	$	39.60	2.48
0000573835-2025-2025-0000-00-REG	PAGAN, EDWARD C	8/22/2025	Over Assessment	JESSICA WEST	9/16/2025	23.18	$	18.86	4.32
0000573908-2025-2025-0000-00-REG	SCHOMBER, NATHAN A.	8/22/2025	Over Assessment	JESSICA WEST	9/24/2025	72.21	$	45.54	26.67
0000574012-2025-2025-0000-00-REG	SILVERIO, SEVASTIAN	8/22/2025	Over Assessment	JESSICA WEST	9/24/2025	150.08	$	130.28	19.80

0000574421-2025-2025-0000-00-REG	HUTCHINS, HILLARY J.	8/22/2025	Landfill error	JESSICA WEST	9/23/2025	1,486.19	$ 180.00	1,306.19
0000574738-2025-2025-0000-00-REG	MCI COMMUNICATION SERVICES, INC.	9/12/2025	Less than min amt	APRIL	9/12/2025	1.83	$ 1.83	0.00
0000575100-2025-2025-0000-00-REG	HUNTZINGER, BETH JEANANN	8/22/2025	Landfill error	JESSICA WEST	9/23/2025	368.01	$ 180.00	188.01
0000575129-2025-2025-0000-00-REG	GRANTHAM, JOHNNY WAYNE	8/22/2025	Landfill error	JESSICA WEST	9/23/2025	425.82	$ 180.00	245.82
0000575599-2025-2025-0000-00-REG	BAKER, ROGER EDWIN	8/22/2025	Over Assessment	APRIL	9/10/2025	38.25	$ 34.68	3.57
0000575754-2025-2025-0000-00-REG	GARBER, CHRISTOPHER	8/22/2025	Over Assessment	JESSICA WEST	9/8/2025	52.06	$ 35.94	16.12
0000575914-2025-2025-0000-00-REG	JONES, JOHN R	8/22/2025	Over Assessment	JESSICA WEST	9/24/2025	33.66	$ 27.32	6.34
0000575987-2025-2025-0000-00-REG	MILLER, AMANDA L	8/22/2025	Sold/Traded	JESSICA WEST	9/16/2025	62.05	$ 62.05	0.00
0000575997-2025-2025-0000-00-REG	MOORE, MARVIN RAY	8/22/2025	Over Assessment	JESSICA WEST	9/11/2025	45.58	$ 33.56	12.02
0000576069-2025-2025-0000-00-REG	CHEATHAM, DAVID W.	8/22/2025	Bldg correction	JESSICA WEST	9/19/2025	873.45	$ 105.53	767.92
0000576080-2025-2025-0000-00-REG	ROBERTS, WILLIAM LANDON	8/22/2025	Over Assessment	JESSICA WEST	9/15/2025	37.58	$ 27.79	9.79
0000576124-2025-2025-0000-00-REG	CARLISLE, MICHAEL FRANKLIN	8/22/2025	Landfill error	JESSICA WEST	9/12/2025	884.94	$ 180.00	704.94
0000576595-2025-2025-0000-00-REG	LISENBEE, BRETT D	8/22/2025	Duplication	JESSICA WEST	9/2/2025	302.13	$ 283.99	18.14
0000576973-2025-2025-0000-00-REG	FIREFLY HILL	8/22/2025	Business closed	APRIL	9/3/2025	74.36	$ 74.36	0.00
0000576975-2025-2025-0000-00-REG	BAKER, LEE J.	8/22/2025	Outbldg corr	JESSICA WEST	9/19/2025	772.12	$ 32.13	739.99
0000577244-2025-2025-0000-00-REG	KEITT, STACIE WHETSTONE	8/22/2025	Over Assessment	JESSICA WEST	9/9/2025	41.65	$ 38.42	3.23
0000577279-2025-2025-0000-00-REG	HUFF, NATHANIEL L.	8/22/2025	Bldg correction	JESSICA WEST	9/19/2025	4,269.79	$ 1,031.63	3,238.16
0000577557-2025-2025-0000-00-REG	BALL, ALTHA C	8/22/2025	Landfill error	JESSICA WEST	9/23/2025	3,193.87	$ 180.00	3,013.87
0000578258-2025-2025-0000-00-REG	ANDERSON, WILLIAM RICHARD	8/22/2025	Landfill error	JESSICA WEST	9/12/2025	1,357.19	$ 180.00	1,177.19
0000578674-2025-2025-0000-00-REG	VAN SKIVER, PETER WINFIELD III	8/22/2025	Over Assessment	JESSICA WEST	9/15/2025	68.41	$ 57.12	11.29
0000578920-2025-2025-0000-00-REG	RAMSEY, FRANK ROBERT	8/22/2025	Landuse change	JESSICA WEST	9/5/2025	588.28	$ 322.83	265.45
Subtotal							**$ 25,303.47**	
Total							**$ 25,303.47**	

Madison County Government
North Carolina

Office of the Tax Assessor

5707 Highway 25/70 Suite 3 Box 4
Marshall, NC 28753

Phone: (828) 649-3014

October 2, 2025

To: Members of the Board of Commissioners

From: April Plemmons-Interim Tax Administrator

Subject: Compromise of Discovery Penalties for David & Amy Thorneloe

Pursuant to N.C. G.S. **§ 105.312(k), "the board of county commissioners, upon the petition of the taxpayer, may compromise, settle, or adjust the county's claim for taxes arising therefrom."**

The Taxpayer in this instance pulled all the necessary permits for the new construction at 380 Mt Olive Drive, Mars Hill, NC 28754, which was completed by the end of the 2019 tax year. The new construction was discovered when a survey was conducted in 2024 that showed all the dwellings on the property. Per N.C. G.S. **§ 105-312 (g) "when property is discovered, it shall be taxed for the year in which discovered and for any of the preceding five years during which it escaped taxation in accordance with the assessed value it should have been assigned in each of the years for which it is to be taxed and the rate of tax imposed in each such year."**

The taxpayer understands and willingly agrees to pay all county and fire district taxes owed. However, the taxpayer is petitioning the discovery penalties that are being assessed per N.C. G.S. **§ 105-312 (h) "there shall be added a penalty of ten percent (10%) of the amount of the tax for the earliest year in which the property was not listed, plus an additional ten percent (10%) of the same amount for each subsequent listing period that elapsed before the property was discovered."**

I recommend that the Board approve the compromise of penalties in the amount of $3,596.20 and authorize the staff to execute the same.

NAME	REID	DISCOVERY YEAR	DISCOVERY VALUE	COUNTY TAX	DISCOVERY PENALTY COUNTY TAX	MARS HILL FD TAX	DISCOVERY PENALTY MARS HILL FIRE DEPT.	COMPROMISE AMOUNT	
THORNELOE, DAVID & AMY	659954	2024	$511,251	$ 1,840.50	$368.10	$460.13	$92.03	$460.13	NOT PAID
THORNELOE, DAVID & AMY	659954	2023	$295,298	$ 1,476.49	$442.95	$265.77	$79.73	$522.68	NOT PAID
THORNELOE, DAVID & AMY	659954	2022	$295,298	$ 1,476.49	$590.60	$265.77	$106.31	$696.91	NOT PAID
THORNELOE, DAVID & AMY	659954	2021	$295,298	$ 1,476.49	$738.25	$265.77	$132.88	$871.13	NOT PAID
THORNELOE, DAVID & AMY	662714	2020	$295,298	$ 1,476.49	$885.89	$265.77	$159.46	$1,045.35	NOT PAID
			$1,692,443	$ 7,746.46	$3,025.79	$1,523.21	$570.41	$3,596.20	

Capital Project Ordinance for the County of Madison, NC Directed Grant provided by the North Carolina Office of State and Budget Management (OSBM). Referred to as the Madison County Fairgrounds Capital Improvement Project: Contract #20402

AMENDED

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

Section 1: This ordinance is to establish a budget to be funded by the County of Madison and the Current Operations Act of 2023 (Session Law 2023-134). The County of Madison allocates $1,200,000 for the purpose of capital improvements to the County Fairgrounds. The County of Madison also received $1,200,000 of directed grant funds for the purpose of capital improvements to the County Fairgrounds. These funds may be used to the extent authorized by state law.

1. Support capital improvements to the Madison County Fairgrounds

Section 2: The following amounts are allocated for the project and authorized for expenditure:

Project Description	Expenditure Category (EC)	Appropriation of Funds
Current Appropriations Act of 2023 *(2023-134)*	2	$1,200,000.00
Madison County General Fund Transfer	2	$1,200,000.00
	Total	$2,400,000.00

Section 3: The following revenues are anticipated to be available to complete the project:

Current Appropriations Act of 2023 (2023-134):	**$1,200,000**
General Fund Transfer:	**$1,200,000**
Total:	**$2,400,000**

Section 4: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

Section 5: The Project Coordinator is hereby directed to report the financial status of the project quarterly.

Section 6: Copies of this Capital Project Ordinance shall be furnished to the Board of Commissioners and voted on in a public meeting.

Section 7: This Capital Project Ordinance expires on June 30, 2026, or when all Directed Grant funds have been obligated, expended, and all final reports have been completed; whichever occurs sooner.

Adopted on this 14 day of October, 2025

Matthew Wechtel

Chairman, Board of Commissioners

ATTEST:

Mandy Bradley

Clerk to the Board

Docusign Envelope ID: F58A6018-AC85-43DA-8685-7968FA3D6401

North Carolina Office of State Budget and Management

Contract # 20403

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, 2025, through June 30, 2030. 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 S.L. 2025-2, Section 4.1.(g), as referenced by S.L. 2025-26, Section 4.1.(g).

The RECIPIENT's scope of work is a complete and concise scope of goods or services supported by this agreement and consistent with language in S.L. 2025-2, Section 4.1.(g), as referenced by S.L. 2025-26, Section 4.1.(g) (See Appendix A).

The RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the RECIPIENT's Budget. RECIPIENT may reallocate and/or redistribute among budgeted items up to 10% in overall budget costs without the express written permission of the AGENCY.

The RECIPIENT understands and acknowledges that the total funding level available under this agreement will not exceed $20,000,000.00.

The RECIPIENT acknowledges they have provided the following additional documentation:

a. Internal Revenue Service W-9 form (includes address, Tax ID) Initial MTW
b. Electronic Payment Form & Supporting Document Initial MTW
c. Scope of Work – Appendix A Initial MTW
d. Policy addressing conflicts of interest Initial MTW
e. **Sworn** Statement of no overdue tax debts Initial MTW

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. 2025-2, Section 4.1.(g), as referenced by S.L. 2025-26, Section 4.1.(g).

The RECIPIENT shall ensure:

a. Funds are used for nonsectarian, nonreligious purposes only.
b. No more than $140,000 in State funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of a nonprofit organization.
c. Interest earnings on funds shall be used for the same purposes for which the grant was made.
d. Submission of quarterly reports on financial and performance progress. This shall include the financial and performance progress of the RECIPIENT and all SUB-RECIPIENTS.
e. Compliance with 9 N.C.A.C. Subchapter 3M.0205.

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 S.L. 2025-2, Section 4.1.(g), as referenced by S.L. 2025-26, Section 4.1.(g) 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 amount as identified in the scope of work within 30 days.
b. Develop RECIPIENT quarterly 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.
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 June 30, 2030.

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, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Contract.
d. If eligible, the RECIPIENT and all subrecipients shall:

    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 and all SUB-RECIPIENT information and shall be submitted as prescribed by the AGENCY.

RECIPIENT and any SUB-RECIPIENTS agree that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and 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.

RECIPIENTS and SUB-RECIPIENTS that receives, holds, uses, or expends all state grants within its fiscal year in an amount equal to or greater than the dollar amount requiring an audit as listed in 2 CFR 200.501(a) within its fiscal year shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. The audit report must be provided to the AGENCY no later than nine months after the end of the RECIPIENTS fiscal year. This report shall be submitted as prescribed by the AGENCY. The cost of an audit conducted in conformance with the Yellow Book is an allowable cost for this grant.

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 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, 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: Matthew Wechtel Email: mwechtel@madisoncountync.gov Direct Phone: 828-974-1939 Fiscal year end MONTH: June	Cole Jordan NC Office of State Budget and Management 2 South Salisbury Street Raleigh, NC 27601 Direct Phone: 984-236-0633 Email: NCGrants@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 its 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. The Recipient further acknowledges and agrees that, if it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the Recipient shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such SUB-RECIPIENTS, SUB-SUB-RECIPIENTS, etc. in their handling, use and expenditure of the funds awarded to the RECIPIENT hereunder.

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

Signed by:
Matthew Wechtel
603D34E64DEB498...

Signature

10/15/2025 | 2:57 PM EDT
Date

Matthew Wechtel
Printed Name

Chairman, Board of Commissioners
Title

NC OFFICE OF STATE BUDGET AND MANAGEMENT

DocuSigned by:
Kristin Walker
8CBE034DDDB045B...

Signature

10/15/2025 | 3:04 PM EDT
Date

Kristin Walker
Printed Name

State Budget Director
Title

FEDERAL FISCAL YEAR 2025 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Madison County Transportation Authority

The Applicant certifies to the applicable provisions of all categories: (*check here*) X .

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category		Certification
01	Certifications and Assurances Required of Every Applicant	
02	Public Transportation Agency Safety Plans	
03	Tax Liability and Felony Convictions	
04	Private Sector Protections	
05	Transit Asset Management Plan	
06	Rolling Stock Buy America Reviews and Bus Testing	
07	Urbanized Area Formula Grants Program	
08	Formula Grants for Rural Areas	
09	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	
10	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	
11	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	

12	State of Good Repair Grants	
13	Infrastructure Finance Programs	
14	Alcohol and Controlled Substances Testing	
15	Rail Safety Training and Oversight	
16	Demand Responsive Service	
17	Interest and Financing Costs	
18	Cybersecurity Certification for Rail Rolling Stock and Operations	
19	Tribal Transit Programs	
20	Emergency Relief Program	

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: MADISON COUNTY TRANSPORTATION AUTHORITY

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may seek in the future, of federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: 8/25/25

Name Matt Wechtel Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Madison County Transportation Authority

As the undersigned Attorney for the above-named Applicant, I hereby affirm the Applicant has the authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: 8/25/25

Name Doug Jones Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is not part of a certification and is of no legal effect. Its purpose is to provide explanation and context for the certification.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

(b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

(d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

(e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

(f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21, including any amendments thereto;
(2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
(3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
(4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
(5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
(6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
(7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
(8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
(9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
(10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
(11) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act") (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

(h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

(i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction sub-agreements.

(j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

(k) Will comply with environmental standards which may be prescribed pursuant to the following:

(1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

(2) Notification of violating facilities pursuant to EO 11738;

(3) Protection of wetlands pursuant to EO 11990;

(4) Evaluation of flood hazards in floodplains in accordance with EO 11988;

(5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);

(6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);

(7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and

(8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).

(l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

(n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

(o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.

(r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.

(s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:

(1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;

(2) Procuring a commercial sex act during the period of time that the award is in effect; or

(3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

(b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.

(c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

(a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 "Procurement Standards;
(b) Federal laws, regulations, and requirements applicable to FTA procurements; and
(c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Increased Micro-Purchase Threshold.

A recipient may establish a micro-purchase threshold that is higher than the Federal micro-purchase threshold. Pursuant to 2 CFR § 200.320(a)(1)(iv), the recipient may self-certify a micro-purchase threshold up to $50,000. Pursuant to 2 CFR § 200.320(a)(1)(v), the recipient may set a micro-purchase threshold higher than $50,000, but only with the approval of the recipient's Federal cognizant agency for indirect costs. To determine an applicant's cognizant agency for indirect costs, consult the definition of "cognizant agency for indirect costs" in 2 CFR § 200.1.

If the recipient uses a micro-purchase threshold that is higher than the Federal micro-purchase threshold, the recipient certifies:

(a) The recipient's micro-purchase threshold does not exceed $50,000, or the recipient has approval from its Federal cognizant agency for indirect costs to use a higher micro-purchase threshold;
(b) The recipient has a written justification for its micro-purchase threshold; and
(c) The recipient has supporting documentation of any of the following:
    (1) The recipient qualifies as a low-risk auditee, in accordance with the criteria in 2 CFR § 200.520 for the most recent audit;
    (2) The recipient has an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or
    (3) For public institutions, a higher threshold is consistent with State law.

1.5. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

(a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;

(b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

(c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification; and

(d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.6. Lobbying.

If the applicant will apply for a grant or cooperative agreement exceeding $100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

1.6.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

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

(a) 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.

(b) 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.

(c) The undersigned 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.

1.6.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement

shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

1.7. Real Property Use

This certification responds to Recommendation #7 in the U.S. Department of Transportation's Office of Inspector General Report FS2024025 (May 20, 2024).

If the applicant will use assistance provided by the Federal Transit Administration to acquire or improve real property, the applicant certifies that it will comply with the requirements of 2 CFR § 200.311, including but not limited to, requirements to use the property for the purposes authorized in its award, and to seek disposition instructions from FTA when the property no longer is needed for any authorized purpose.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

(a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and

(b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax-exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Further Consolidated Appropriations Act, 2024, Pub. L. 118-47, div. B, tit. VII, §§ 744-745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

(a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

4.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and thirdparty contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

4.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

(a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
   (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
   (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
   (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
   (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.

(3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 5. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 6. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

6.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

6.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility established in accordance with 49 U.S.C. § 5318 (currently the Larson Transportation Institute's Bus Research and Testing Center at Pennsylvania State University) and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 7. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;

(b) Has or will have satisfactory continuing control over the use of equipment and facilities;

(c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;

(d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—

  (1) Senior;

  (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and

  (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);

(e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

(f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);

(g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);

(h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);

(i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;

(j) Either—

(1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or

(2) Has decided that the expenditure for security projects is not necessary;

(k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and

(l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 8. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5311(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

(a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—

(1) Provides a fair distribution of amounts in the State, including Indian reservations; and

(2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

(b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected

intercity bus service providers, and the intercity bus service needs of the State are being met adequately.

(c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—

(1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and

(2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 9. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,

(b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.

(c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and

(d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 10. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 7 or Category 8.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in 49 U.S.C. § 5339(c)(1)) or related infrastructure under 49 U.S.C. § 5339(b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 11. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 7, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 7 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 7, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

(a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;

(b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;

(c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and

(d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 12. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 13. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 7 for the Urbanized Area Formula Grants Program, Category 9 for the Fixed Guideway Capital Investment Grants program, and Category 12 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 7, 9, and 12 by reference.

CATEGORY 14. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 15. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

(a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
(b) Compliant with the requirements of 49 CFR Part 674, "Sate Safety Oversight".

CATEGORY 16. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

(a) Response time;
(b) Fares;
(c) Geographic area of service;
(d) Hours and days of service;

(e) Restrictions or priorities based on trip purpose;
(f) Availability of information and reservation capability; and
(g) Any constraints on capacity or service availability.

CATEGORY 17. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

(a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
(b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 18. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit https://www.nist.gov/cyberframework *and* https://www.cisa.gov/.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 19. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant

must select the Certifications in this Category, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

(a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

(b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

(c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.

(d) With respect to its procurement system:
   (1) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, for Awards made on or after December 26, 2014,
   (2) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
   (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.

(e) It will comply with the Certifications, Assurances, and Agreements in:
   (1) Category 4.1 and 4.2 (Charter Service Agreement and School Bus Agreement),
   (2) Category 5 (Transit Asset Management Plan),
   (3) Category 6.1 and 6.2 (Rolling Stock Buy America Reviews and Bus Testing),
   (4) Category 8 (Formula Grants for Rural Areas),
   (5) Category 14 (Alcohol and Controlled Substances Testing), and
   (6) Category 16 (Demand Responsive Service).

CATEGORY 20. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

(Required of all Applicants that plan to procure inaccessible vehicles or have them in their fleet)

CERTIFICATION OF EQUIVALENT SERVICE

Madison County Transportation Authority *(Legal Name of Applicant)* certifies that its demand responsive service offered to individuals with disabilities as defined in 49 CFR 37.3), including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to:

1) Response time;
2) Fares;
3) Geographic service area;
4) Hours and days of service;
5) Restrictions or priorities based on trip purpose;
6) Availability of information and reservation capability; and
7) Constraints on capacity or service availability.

In accordance with 49 CFR 37.77, public funded entities operating demand responsive systems for the general public which receive financial assistance under section 18 of the Federal Transit Act must file this certification with the appropriate state program office before procuring any inaccessible vehicle. NCDOT also requires state funded entities that do not receive Federal Transit Administration (FTA) funds to file this certification as well. **This certification is valid for no longer than one year from its date of filing.**

The NCDOT Integrated Mobility Division requires all participants to certify equivalent service when requesting to purchase non-ADA accessible vehicles. By signing this certification, the above-named agency is certifying that it has a mechanism in place to provide rides to individuals with disabilities. The ride must be provided in a manner equivalent to the service provided by the above-named agency to individuals without disabilities. Verification must include the attached form entitled *Measuring and Monitoring Equivalency for a General Public Demand Responsive Transportation Service*.

Signature of Authorized Official

Seal Subscribed and sworn to me
(date) 8/25/25

Notary Public

Abigail Incze, 339 New Leicester Hwy #148 Asheville, NC 28806
Printed Name and Address

My commission expires
(date) Aug 31, 2027

Affix Notary Seal Here

ABIGAIL INCZE
Notary Public, North Carolina
Buncombe County
My Commission Expires
August 31, 2027

Comparison of ADA Regulatory Requirements for General Public Demand Responsive Services versus ADA Complementary Paratransit Services

Criteria/Requirement	General Public Demand Responsive Transportation Services (Equivalency)	ADA Complementary Paratransit Services (Comparable to Fixed Route)
Type of Service (DTD v CTC)	Whatever policy you set. Same for everyone.	Origin-to-destination
Service Area	Same as everyone else	¾ of a mile of all non-commuter fixed routes
Response Time	Same as everyone else	Next-day service
Fares	Same for all	2 times base fixed route fare
Days and Hours	Same for all	All the fixed route hours
Trip Purpose	Can set policy; same for all	All trip purposes; no priorities
Capacity Constraints	Same for all	No capacity constraints
Information and Communication Access	Provide accessible information and communications	Provide accessible information and communications

FEDERAL FISCAL YEAR 2025 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Madison County Transportation Authority

The Applicant certifies to the applicable provisions of all categories: (*check here*) X .

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category		Certification
01	Certifications and Assurances Required of Every Applicant	
02	Public Transportation Agency Safety Plans	
03	Tax Liability and Felony Convictions	
04	Private Sector Protections	
05	Transit Asset Management Plan	
06	Rolling Stock Buy America Reviews and Bus Testing	
07	Urbanized Area Formula Grants Program	
08	Formula Grants for Rural Areas	
09	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	
10	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	
11	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	

12	State of Good Repair Grants	
13	Infrastructure Finance Programs	
14	Alcohol and Controlled Substances Testing	
15	Rail Safety Training and Oversight	
16	Demand Responsive Service	
17	Interest and Financing Costs	
18	Cybersecurity Certification for Rail Rolling Stock and Operations	
19	Tribal Transit Programs	
20	Emergency Relief Program	

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: MADISON COUNTY TRANSPORTATION AUTHORITY

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may seek in the future, of federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: 8/25/25

Name Matt Wechtel Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): **Madison County Transportation Authority**

As the undersigned Attorney for the above-named Applicant, I hereby affirm the Applicant has the authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Special Section 5333(b) Warranty
For Application to the Nonurbanized Area Formula Program

The following language shall be made part of the contract of assistance with the State or other public body charged with allocation and administration of funds provided under the Community Transportation Program (CTP):

A. General Application

The Public Body (The North Carolina Department of Transportation) agrees that the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the project,

Madison County Transportation Authority
(Legal Name of Applicant) and the transportation related employees of any other surface public transportation providers in the transportation service area of the project.

The Public Body shall provide to the U. S. Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the U. S. Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of CTP funding in the absence of a finding of noncompliance by the Department of Labor.

B. Standard Terms and Conditions

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about solely by causes other than the Project (including

any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

(2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deemed best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

(5)(a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.

(5)(b) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either: 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision of the arbitrator has been rendered pursuant to this subparagraph (b); or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.

(5)(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to arbitration under paragraph (15) of this arrangement. In any such arbitration, the arbitrator shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the "preconsummation" issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its

predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such arbitration, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such arbitration, the time period within which the parties are to respond to the list of potential arbitrators submitted by the American Arbitration Association Service shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, the award of the arbitrator shall be rendered promptly and, unless otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days for mailing if posthearing briefs are requested by either party. The intended change shall not be instituted during the pendency of any arbitration proceedings under this subparagraph (c).

(5)(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final arbitration decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final arbitration decision rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final arbitration decision shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final arbitration decision pursuant to subparagraph (b).

(6)(a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the

employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(6)(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such months, based upon the employee's normal work schedule, immediately preceding the date of his/her displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

(6)(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

Employee's length of Service prior to adverse effect	Period of protection
1 day to 6 years	equivalent period
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(7)(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.

(7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.

(7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer; notification shall be in accordance with the terms of the then-existing collective bargaining agreement if the employee is represented by a union. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.

(7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.

(7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is

physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full-service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11)(a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.

(11)(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of

residence back to the original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(11)(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.

(11)(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project and is thereby required to move his/her place of residence.

If the employee owns his/her own home in the locality from which the employee is required to move, the employee shall, at the employee's option, be reimbursed by the Recipient for any loss suffered in the sale of the employee's home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his/her conventional fees and closing costs.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

(12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.

(12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a

joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.

(13)(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

Length of Service	Separation Allowance
1 year and less than 2 years	3 months' pay
2 years and less than 3 years	6 months' pay
3 years and less than 5 years	9 months' pay
5 years and less than 10 years	12 months' pay
10 years and less than 15 years	12 months' pay
15 years and over	12 months' pay

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(13)(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the

date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.

(15)(a) In the event that employee(s) are represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c), the Labor-Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties. In the event they cannot agree upon such procedure, the dispute, claim, or grievance may be submitted at the written request of the Recipient or the Union to final and binding arbitration. Should the parties be unable to agree upon the selection of a neutral arbitrator within ten (10) days, any party may request the American Arbitration Association to furnish, from among arbitrators who are then available to serve, five (5) arbitrators from which a neutral arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this arrangement, the arbitration shall commence within fifteen (15) days after selection or appointment of the neutral arbitrator, and the decision shall be rendered within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision shall be final and binding. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.

(15)(b) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient, and all other expenses shall be paid by the party incurring them.

(15)(c) In the event that employee(s) are not represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement which cannot be settled by the Recipient and the employee(s) within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties, or in the event the parties cannot agree upon such a procedure, the dispute or controversy may be referred to the Secretary of Labor for a final and binding determination.

(15)(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the obligation of the employee or the representative of the employee to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71).

(16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by this arrangement may file a written claim of its violation, through the Union, or directly if the employee is outside the bargaining unit, with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claim.

The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant or his/her representative of the basis for denying or modifying such claim, giving reasons, therefore. If the Recipient fails to honor such claim, the Union or non-bargaining unit employee may invoke the following procedures for further joint investigation of the claim by giving notice in writing. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the Recipient rejects the claim, the claim may be processed to arbitration as hereinabove provided by paragraph (15).

(17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights of any Union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) herein, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement or otherwise established in personnel policies or practices for such position, plus any displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder.

(20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not merge into the contract

of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly - or privately-owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.

(22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or federal law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.

(23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union representatives, if any, of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular

(Required of all Applicants)

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Matt Wechtel, on behalf of
Name of Authorized Official

Madison County Transportation Authority,
Legal Name of Applicant

Hereby certifies that:

No Federal/State 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 any Federal/State agency, a Member of Congress or State Legislature, an employee of a member of Congress or State Legislature, or an officer or employee of Congress or State Legislature in connection with the awarding of any Federal/State contract, the making of any Federal/State grant, the making of any Federal/State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal/State contract, grant, loan, or cooperative agreement.

If any funds other than Federal/State appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Federal/State agency, a Member of Congress or State Legislature, an employee of a member of Congress or State Legislature, or an officer or employee of Congress or State Legislature in connection with the Federal/State 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.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Signature of Authorized Official

Affix Notary Seal Here

ABIGAIL INCZE
Notary Public, North Carolina
Buncombe County
My Commission Expires
August 31, 2027

Seal Subscribed and sworn to me
(date) 4/25/25

Notary Public

Abigail Incze
339 New Leicester Hwy, #140 Asheville, NC 28806
Printed Name and Address

My commission expires
(date) Aug 31, 2027

Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.

C. Acceptance of Special Section 5333(b) Warranty

I, (Name and Title) Matt Wechtel
(Name and Title)

do hereby certify that

Madison County Transportation Authority
(Legal Name of Applicant/Recipient)

has agreed to the terms and conditions of this Warranty; will accept this agreement as part of the contract of assistance with the North Carolina Department of Transportation; and **will post, in a prominent and accessible place, the terms and conditions of the Warranty with a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with these terms.**

Signature of Authorized Official

8/25/25
Date

RESOLUTION AUTHORIZING INCREASE IN MICRO-PURCHASE THRESHOLD
Fiscal Year 2025-2026

WHEREAS, from time to time, Madison County Government (the "*Unit*") purchases goods and services using federal funding subject to the procurement standards in 2 C.F.R. Part 200, Subpart D; and

WHEREAS, the *Unit*'s procurement of such goods and services is subject to The Madison County Purchasing and Payables Manual; and

WHEREAS, the *Unit* is a non-Federal entity under the definition set forth in 2 C.F.R. § 200.1; and

WHEREAS, pursuant to 2 C.F.R. 200.320(a)(1)(ii), a non-Federal entity may award micro-purchases without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents that the non-Federal entity files accordingly; and

WHEREAS, pursuant to 2 C.F.R. 200.320(a)(1)(iii), a non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures; and

WHEREAS, pursuant to 2 C.F.R. § 200.320(a)(1)(iv), a non-Federal entity may self-certify on an annual basis a micro-purchase threshold not to exceed $50,000 and maintain documentation to be made available to a Federal awarding agency and auditors in accordance with 2 C.F.R. § 200.334; and

WHEREAS, pursuant to 2 C.F.R. § 200.320(a)(1)(iv), such self-certification must include (1) a justification for the threshold, (2) a clear identification of the threshold, and (3) supporting documentation, which, for public institutions, may be a "higher threshold consistent with State law"; and

WHEREAS, G.S. 143-129(a) and G.S. 143-131(a) require the *Unit* to conduct a competitive bidding process for the purchase of (1) "apparatus, supplies, materials, or equipment" where the cost of such purchase is equal to or greater than $30,000, and (2) "construction or repair work" where the cost of such purchase is greater than or equal to $30,000; and

WHEREAS, North Carolina law does not require a unit of local government to competitively bid for purchase of services other than services subject to the qualifications-based selection process set forth in Article 3D of Chapter 143 of the North Carolina General Statutes (the "Mini-Brooks Act"); and

WHEREAS, G.S. 143-64.32 permits units of local government to exercise, in writing, an exemption to the qualifications-based selection process for services subject to the Mini-Brooks Act for particular projects where the aggregate cost of such services do not exceed $50,000; and

WHEREAS, pursuant to 2 C.F.R. 200.320(a)(1)(iv), the Madison County Board of Commissioners now desires to adopt higher micro-purchase thresholds than those identified in 48 C.F.R. § 2.101.

NOW THEREFORE, BE IT RESOLVED BY THE MADISON COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:

1. In accordance with 2 C.F.R. § 200.320(a)(1)(iv) and the applicable provisions of North Carolina law, the *Unit* hereby self-certifies the following micro-purchase thresholds, each of which is a "higher threshold consistent with State law" under 2 C.F.R. § 200.320(a)(1)(iv)(C) for the reasons set forth in the recitals to this resolution:

A. $30,000, for the purchase of "apparatus, supplies, materials, or equipment"; and
B. $30,000, for the purchase of "construction or repair work"; and
C. $50,000, for the purchase of services not subject to competitive bidding under North Carolina law; and
D. $50,000, for the purchase of services subject to the qualifications-based selection process in the Mini-Brooks Act; provided that such threshold shall apply to a contract only if the *Unit* has exercised an exemption to the Mini-Brooks Act, in writing, for a particular project pursuant to G.S. 143-64.32. If the exemption is not authorized, the micro-purchase threshold shall be $0.

2. The self-certification made herein shall be *effective as of the date hereof and shall be applicable until the end of the current fiscal* year of the *Unit*, but shall not be applicable to Federal financial assistance awards issued prior to November 12, 2020, including financial assistance awards issued prior to that date under the Coronavirus Aid, Relief, and Economic Support (CARES) Act of 2020.

3. In the event that the *Unit* receives funding from a federal grantor agency that adopts a threshold more restrictive than those contained herein, the *Unit* shall comply with the more restrictive threshold when expending such funds.

4. The *Unit* shall maintain documentation to be made available to a Federal awarding agency, any pass-through entity, and auditors in accordance with 2 C.F.R. § 200.334.

5. The Finance Officer of the *Unit* is hereby authorized to revise the Purchasing Policy of the *Unit* to reflect the increased micro-purchase thresholds specified herein, and to take all such actions, individually and collectively, to carry into effect the purpose and intent of the foregoing resolution.

Adopted this the 14th day of October 2025.

Matt Wechtel, Chairman
Madison County Board of Commissioner

ATTEST:

Mandy Bradley, Clerk
Madison County Board of Commissioners

revize
The Government Website Experts

Revize Web Services Sales Agreement

This Sales Agreement is between Madison County, North Carolina ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 9-17-2025

CLIENT INFORMATION:		REVIZE LLC:
Company Name:	Madison County	Revize Software Systems
Company Address:	107 Elizabeth Lane	150 Kirts Blvd.
Company City/State/Zip:	Marshall, NC 28753	Troy, MI 48084
Contact Name:	Jaime Lunsford 828.649.0740	248-269-9263
Billing Dept. Contact:	jlunsford@madisoncountync.gov	
CLIENT Website Address:	www.madisoncountync.gov	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

Quantity	Description	Price
1	**Phase 1: Kickoff Meeting and Discovery/Project Planning, onetime fee:**	$1,500.00
1	**Phase 2 – Design Mockups/Wireframes, onetime fee:** • One (1) mockup with unlimited rounds of changes • Home page template and inner page design and layout.	$3,500.00
1	**Phase 3 & 4 – HTML Development & Revize CMS Integration, onetime fee:** • Set-up all CMS modules listed in this agreement • Integration with all 3rd party web applications	$6,300.00
1	**Phase 5 – Quality Assurance Testing & Custom Development, onetime fee:**	$1,900.00
1	**Phase 6 – Sitemap Development & Content Migration, onetime fee:** • Site map development and content migration from old website including spell checking and style corrections – up to 1,000 webpages & documents	$4,700.00
1	**Phase 7 –Content Editing Training, onetime fee:**	$1,600.00
1	**Phase 8 – Go Live:**	Included
1	**Grand Total First Year**	**$19,500.00**

Annual Services:

1	Revize Annual Software Subscription, Tech Support, CMS Updates, Website Hosting, Unlimited Users, 30GB website storage, 100GB/Month Bandwidth, Annual Fee, SSL Certificate pre-paid annual fee:	$5,500.00*

*Reduced from $5,900 to $5,500 with 5-year commitment

Payment Schedule

Payment Amount	Payment Date	Includes
$ 14,625.00	10/1/2025	75% 1st Year Project Costs
$ 4,875.00	12/1/2025	25% 1st Year Project Costs
$ 5,500.00	1/15/2026	Year 1 of Annual Hosting & Maintenance
$ 5,500.00	1/15/2027	Year 2 of Annual Hosting & Maintenance
$ 5,500.00	1/15/2028	Year 3 of Annual Hosting & Maintenance
$ 5,500.00	1/15/2029	Year 4 of Annual Hosting & Maintenance
$ 5,500.00	1/15/2030	Year 5 of Annual Hosting & Maintenance

AGREED TO BY:	*CLIENT*	*REVIZE*
Signature of Authorized Person:		
Name of Authorized Person:	Matt Wechtel	*Thomas Jean*
Title of Authorized Person	Chairman	*Project Manager*
Date:	October 14, 2025	9/29/2025

Please sign and return to: Thomas@revize.com Fax 1-866-346-8880

Terms:

1. Payments: All invoices are due upon receipt. Work begins upon receiving initial payment.
2. Revize requires a check for the amount listed above to start this project.
3. Additional content migration, if requested, is available for $3 per web page or document.
4. Additional bandwidth is available at $360 per year for each additional 50GB per month.
5. Additional website storage is available at $500 per year for each additional 10GB website storage.
6. This agreement is the only legal document governing this sale & Proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the State of Michigan.
7. Both parties must agree in writing to any changes or additions to this Sales Agreement.
8. CLIENT understands that project completion date is highly dependent on their timely communication with Revize. CLIENT also agrees and understands that;
    a. The primary communication tool for this project and future tech support is the Revize customer portal found at https://support.revize.com.
    b. During the project, CLIENT will respond to Revize inquiries within 48 hours of the request to avoid any delay in the project timeline.
    c. CLIENT understands that project timelines will be delayed if they do not respond to Revize inquiries in a timely manner.
9. Four-year contract. CLIENT may terminate this agreement upon 60 day written notice to Revize before annual service renewal date listed within payment schedule on page 2 of this agreement. Revize will provide a free redesign of the website in year 4 of the agreement. This assumes the CLIENT agrees to 4 consecutive years of annual software subscription, tech support, CMS updates, and hosting.
10. CLIENT owns design, content, and will receive periodic updates to the CMS for the life of the contract.
11. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout.
12. Storage is limited only to relevant website data. Unreasonably large folders of documents or images are not permitted. Examples include, but are not limited to, plat/property maps, tax records, GIS data, etc.
13. After content migration, CLIENT is responsible for any additional content cleanup. This includes, but is not limited to, resizing photos, reformatting text, replacing photos/icons, consolidating unwanted content, adding future calendar events, and general prep of the site before go live. CLIENT will also have the ability to add new photos, content, and pages.
14. CLIENT agrees that AI ChatBot annual fee may increase based on monthly queries or industry changes. Revize will inform client before annual renewal if the rate will increase.
15. CLIENT agrees and understands that the Revize ChatBot provides responses to user inputs using the content CLIENT has trained to the ChatBot. If content trained does not contain relevant information, the ChatBot will not output an accurate or complete response. CLIENT agrees and understands inaccurate/incomplete responses may be common with current chat bot technologies even if trained content is relevant.

Project Timeline Statement of Understanding

Revize and CLIENT agree and understand that the timeline provided is an estimate of our expected timeline for this project. It is not a guarantee. Revize intends to adhere as closely to the proposed timeline expectation as reasonable. CLIENT is expected to take an active role in this project including, but not limited to, participating in meetings with Revize, providing design feedback and approval, providing sitemap feedback and approval, scheduling and participating in user training, etc. Revize expects to complete phase 7 (training) of this project according to timeline provided. Upon completion of phase 7 it is the CLIENT's responsibility to decide when to go live with the website. CLIENT decision to delay go-live for any reason, unrelated to a functional defect making site inoperable, does not constitute breach of contract on the part of Revize. CLIENT understands that it is incumbent upon the CLIENT to respond to Revize requests in a timely manner. CLIENT further agrees that any timeline delays due to their lack of timely communication do not constitute a breach of contract on the part of Revize. CLIENT also acknowledges that satisfaction related to visual and experiential services like that of a website design project can be subjective. The parties agree that this project is a collaborative project and agree to work in good faith to "fine-tune" final deliverables in preparation for go live of new website. Parties further agree that generalized dissatisfaction related to the aesthetic aspects or services previously approved by the CLIENT does not constitute a breach of contract unless Revize fails to cure the functional defect with the website. The CLIENT may also elect to postpone or delay certain deliverables in favor of earlier go-live date of the website.

Enterprise Revize CMS License

As part of this agreement Revize LLC. will provide full usage access to our Enterprise Revize CMS Software, hosted in our cloud servers. This software is a proprietary software built and maintained by Revize LLC. and is intended to allow the CLIENT to easily update the content of their website. CLIENT agrees that this software access will only be used to maintain the websites included in this agreement. Sharing of the access, by the CLIENT, with other entities not identified in this agreement is prohibited.

Revize will maintain, update, and host the Revize CMS in our cloud server during the contract period. In the event that the contract is terminated, for any reason, Revize will halt CLIENT access to the Revize CMS, and will provide website content to the client, provided all payments for the entire length of the contract are fully paid. Notice of termination must be in writing and given to the non-terminating party at least 60 days prior to the effective date of termination.

Revize will integrate the following web applications into your website

The Following Applications & Features will be integrated into Your Website:
In addition to the Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for municipalities. All of those apps and features are fully described in the following section. The applications and features are grouped into five categories:

Citizen's Communication Center Apps

- Notification Center with Text/Email Alerts
- Bid Posting
- Document Center
- Email Notify
- FAQs
- Job Posting
- Multi-use Business Directory
- News Center with Facebook/Twitter Integration
- Online Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar
- "Share This" Social Media Flyout App
- Language Translator

Citizen's Engagement Center Apps

- Citizen Request Center with Captcha
- Citizen Connect (Community Blog)
- Curated "Smart" Search
- Online Bill Pay
- RSS Feed

Staff Productivity Apps

- Agenda Posting Center
- Job Posting App
- Image Manager
- iCal Integration
- Intranet
- Link Checker
- Menu Manager
- Online Form Builder
- Staff Directory
- Website Content Archiving
- Website Content Scheduling

Site Administration and Security Features

- Audit Trail
- Auto Site Map Generator
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Workflows by Department

Mobile Device and Accessibility Features

- Font Size Adjustment
- Alt-Tags
- Responsive Website Design (RWD)

CONTRACT ADDENDUM

FOR CONTRACTS WITH ANY DEPARTMENT OF

MADISON COUNTY GOVERNMENT

CONTRACTOR: Revize LLC

COUNTY DEPARTMENT: IT

SUBJECT OF CONTRACT: _____

DATE/TERM OF CONTRACT: 5 years

Not withstanding any provision contained in the above-referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:

Non-appropriation clause. Contractor acknowledges that Madison County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Madison County's obligation under this contract, then this contract shall automatically expire without penalty to Madison County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Madison County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Madison County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Madison County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Madison County upon written notice to Contractor of such limitation or change in Madison County's legal authority.

Dispute Resolution/Jurisdiction Venue. Any dispute arising under this Agreement may be settled by mediation, and/or litigation, in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Madison County.

No pledge of taxing authority. No deficiency judgment may be rendered against Madison County or any agency of Madison County in any action for breach of a contractual obligation under this contract. The taxing power of Madison County is not pledged directly or indirectly to secure any monies due under this contract.

No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, Madison County makes no other

waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Madison County.

Conflict of interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Madison County and third parties regarding the subject matter of this Contract or Agreement.

Acceleration Clause. To the extent that any provision of the contract contains any acceleration of clause provision, said clause is deemed void and unenforceable.

Assignment of Rights. Neither party shall sign its rights under this contract without the express written agreement of the other party.

Indemnity, Hold Harmless, Assumption of Risk. To the extent that any provision of the Contract allows for any limitations on the Contractors liability, any waiver in the limits of the County's liability, and/or any hold harmless or indemnification clauses in favor of the Contractor, those provisions are only effective and enforceable in the manner and to the extent provided by NC Law.

Default and Remedies. To the extent that any provision of the Contract addresses default and remedies, then those provisions are stricken in their entirety and are replaced with the following: "County and Contractor, in the event of default, shall have as remedies only those remedies provided by law relative to units of local government in the state of NC."

Compliance with. E-Verify requirements. As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the County utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.

For the Contractor: _____ **Title:** 9/29/2025

For Madison County: _____ **Title:** Chairman

This instrument has been pre-audited in the manner required by the local government budget and fiscal control act.

By: _____
Madison County Finance Officer

CERTIFIED STATEMENT
FY2026
RURAL OPERATING ASSISTANCE PROGRAM
County of **Madison**

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

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

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

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

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

WHEREAS, the period of performance for these funds will be July 1, 2025 to June 30, 2026 regardless of the date on which ROAP funds are disbursed to the county.

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

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low-income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips for at least five years that prove that an eligible citizen was provided an eligible transportation service on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality, and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state and federal guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips provided throughout the period of performance.
- The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county will notify the Regional Grant Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.

- The county will provide an accounting of trips and expenditures in monthly reports to NCDOT – Integrated Mobility Division or its designee. **Back-up documentation is required to support the monthly reports, failure to provide documentation will affect future disbursements. The June report will be considered the annual report.**
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amount of FY2026 Rural Operating Assistance Program funds: *The total amount of allocated funds are identified in the Total Disbursement (columns L-O) on the allocation table. The amount of requested funds cannot exceed the amount of allocated (disbursed) funds listed in the application table. Funds are allowed to be transferred to ROAP programs as needed, according to transfer criteria. Transfers must be recorded in the monthly ROAP report in the month transferred.

State-Funded Rural Operating Assistance Program	Allocated*(Disbursed)	Requested
Elderly and Disabled Transportation Assistance Program (EDTAP)	$58,454	$58,454
Employment Transportation Assistance Program (EMPL)	$5,701	$5,701
Rural General Public Program (RGP)	$14,379	$14,379
TOTAL	$78,534	$78,534

WITNESS my hand and county seal, this 14 **day of** October **20** 25.

Signature of County Manager/Administrator

Printed Name of County Manager/Administrator

Signature of County Finance Officer

Printed Name of County Finance Officer

State of North Carolina County of

County Seal Here

Revised 09-29-25

Madison County Commissioners Meeting

Public Comment

October 14, 2025
7:00pm

Madison County Courthouse Temporary Facility

3 Minute Time Limit

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

	Name	Signature
1.	Graeme Frelick	
2.	Will Alshaer	
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Attachment 5.1

Madison County
Board of Commissioners

Budget Amendment #3
October 14, 2025

Description	Line Item	Debit	Credit
Library			
LSTA Conference	10.3611.4690		$ 1,500.00
LSTA Conference	10.6110.4690	$ 1,500.00	
Donations	10.3611.4116		$ 439.95
Friends of the Library	10.3611.4420		$ 25,704.04
Harry Ditmore Fund	10.3611.5900		$ 26.88
Books	10.6110.5610	$ 800.00	
Library Operations	10.6110.5600	$ 1,200.00	
Capital Improvements	10.6110.5100	$ 24,170.87	
Tax Office			
Foreclosure Fees	10.3100.7000		$ 415.00
Outreach	10.4140.1995	$ 415.00	
Sheriff Office			
NCIC	10.3431.8260		$ 5,000.00
Kimbles Food	10.3431.8270		$ 18,251.63
Capital	10.4310.5100	$ 5,000.00	
Capital Vehicle	10.4310.5130	$ 18,251.63	
Health Department			
State Hurricane Essential Functions	10.3513.6122		$ 369,451.00
State Hurricane Essential Functions	10.5110.6122	$ 369,451.00	
AA122 State Hurricane Essentials	10.5110.6122		$ 31,612.50
Salaries	10.5110.1210	$ 26,500.00	
FICA	10.5110.1810	$ 2,027.25	
Retirement	10.5110.1820	$ 3,085.25	
Parks and Recreation			
Just Play Helene Donation	10.3770.6420		$ 1,250.00
Just Play Helene Donation	10.6130.6420	$ 1,250.00	
Administration			
State Helene Loan Program	10.3836.3000		$ 902,848.94
State Helene Loan Program	10.7000.3000	$ 902,848.94	
TDA Grant to Fairgrounds	10.3511.3980		$ 1,200,000.00
TDA Grant to Fairgrounds	10.5211.3980	$ 1,200,000.00	

Sales Tax					
1/4 cent sales tax	10.3232.3115			$	67,612.98
Education/Schools					
1/4 cent sales tax	10.5911.7200	$	67,612.98		
Contingency	10.7000.0000				