

State of North Carolina

Minutes

County of Madison

The Madison County Board of Commissioners met in regular session on Tuesday, August 11, 2020 at 7:00 p.m. at the North Carolina Cooperative Extension-Madison County Center located at 258 Carolina Lane, Marshall, North Carolina.

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

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

Agenda Item 1: Agenda Approval

Chairman Goforth requested the addition of the following items:

2a-Approval of the Minutes from June 9, 2020 and June 23, 2020

7d-Feldman vs. Madison County et al.

Commissioner Wechtel stated that the approval of the minutes from June 9, 2020 and June 23, 2020 should be discussed as 7e under the County Attorney's portion and requested that Chairman Goforth amend his motion to reflect this.

Commissioner Gentry requested the addition of 9d-County Board Appointments.

Chairman Goforth called for a motion to approve. Upon motion of Vice-Chairman Snelson and second by Commissioner Gentry, the Board voted unanimously to approve.

Agenda Item 2: Approval of July 14, 2020 (Special) Minutes; July 14, 2020 (Regular) Minutes; July 28, 2020 (Special) Minutes

Upon motion by Commissioner Wechtel and second by Commissioner Gentry, the Board voted unanimously to approve the July 14, 2020 Special Minutes, July 14th Regular Minutes, July 28th Special Minutes as submitted by the Board Clerk for review.

Agenda Item 3: Public Comment

No public comment received.

Agenda Item 4: Charles Megown, Partner Specialist U.S. Census Bureau

Mr. Megown presented a power point and discussed information regarding the 2020 Census in Madison County.

Agenda Item 5: Lori Ray: Tax Collector

a. Annual Settlement of 2019 Taxes

Ms. Ray presented and discussed information regarding the Annual Settlement of 2019 Taxes.

Discussion was had by the Board.

Council was provided by County Attorney Donny Laws.

Discussion was had by the Board and Ms. Ray.

Commissioner Wechtel made a motion to amend the County budget for FY 2020-2021 to reflect the collection rate and lower the millage rate by an additional 2 cents. The motion was seconded by Commissioner Brigman. Discussion was had by the Board with council being received by County Attorney Donny Laws who advised the Board that the agenda would need to be amended in order to do this. Commissioner Wechtel moved to amend the agenda in order to accommodate

said motion. Commissioner Brigman seconded the motion. The Board voted 3-2 against with Chairman Goforth, Vice-Chairman Snelson and Commissioner Gentry voting opposed. (Attachment 5.1)

b. Order of Collection of 2020 Taxes

Ms. Ray presented and discussed information regarding the Order of Collection of 2020 Taxes.

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

c. Tax Refunds and Releases

Ms. Ray presented to the Board, Tax Refunds and Releases for the month of July.

Upon motion of Commissioner Gentry and second by Vice-Chairman Snelson, the Board voted unanimously to approve the Tax Refunds and Releases.

Discussion was had by the Board. Upon motion by Commissioner Brigman and second by Vice-Chairman Snelson, the Board voted unanimously to approve Item 5a Annual Settlement of 2019 Taxes. (Attachment 5.3)

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

a. Madison County Small Business Loan Updates

Ms. Bellamy presented a power point and discussed information with the Board regarding the Madison County Small Business Loan Fund. She discussed the contributions from the Rotary Club of Madison County in the amount of \$2,500.00 and the Madison County Chamber of Commerce in the amount of \$10,000.00 and noted that the funds would need to be allocated to Mountain BizWorks in order to fulfill any loan requests from businesses in Madison County.

Upon motion by Commissioner Wechtel and second by Commissioner Gentry, the Board voted unanimously to accept the funds from the Rotary Club of Madison County and the Madison County Chamber of Commerce and provide them to Mountain BizWorks for the Madison County Small Business Loan Fund.

Upon motion by Commissioner Wechtel and second by Commissioner Brigman, the Board voted unanimously to authorize the Interim County Manager to do any and all other acts to execute any and all other documents, which he, in his discretion deems necessary and appropriate in order to consummate the transactions contemplated by the Resolution adopted on June 23, 2020, except for none of the above shall be authorized or empowered to do anything or execute any document which is in contravention, in any way, of the specific provisions of said Resolution.

b. County Owned Surplus Vehicles

No discussion was had.

Agenda Item 7: Donny Laws, County Attorney

a. Cares Act Funding Agreement with Towns

Mr. Laws presented and discussed the Cares Act Funding Interlocal Agreement between the County and the Towns of Hot Springs, Marshall, and Mars Hill. He also discussed procedures for disbursement of the funds that would pass through the County to each town. He noted that each town would need to provide a plan for the funding and that each would be responsible for their portion of the funds. Mr. Laws asked that the Board entertain a motion to approve all three Interlocal Agreements and authorize the Chairman of the Board of Commissioners to execute those and have the County Manager deliver to the municipalities. Upon motion by Vice-Chairman Snelson and second by Commissioner Gentry with discussion of the Board and council by Mr. Laws, the Board voted unanimously to approve. (Attachment 7.1)

b. County Property Transaction with Spring Creek Fire Department

Mr. Laws presented and discussed information regarding the Spring Creek Fire Department expansion, the previous survey of the property, and that in order for the expansion to continue, the County would need to authorize a property transfer to the Fire Department of fifty feet of County owned property at the back of the building.

Discussion was had by the Board and council was given by Mr. Laws. Additionally, Mr. Laws noted that in order to transfer the property, the Board would need to authorize an advertisement for ten day Public Notice so that a Resolution and Deed for the property could be discussed at the next regular meeting of the Board.

Upon motion of Vice-Chairman Snelson and second by Commissioner Brigman, the Board voted unanimously to approve that the advertisement be ran.

c. Secondary Road 1587 Spruce Drive West Abandonment

Mr. Laws presented and discussed a request from residents of Secondary Road 1587 for abandonment of state maintenance. Also presented to the Board was a Resolution for possible adoption by the Board to allow for the action to be taken. (Attachment 7.3)

Upon motion of Commissioner Wechtel and second of Vice-Chairman Snelson, the Board voted unanimously to accept the DOT's Resolution.

d. Feldman vs. Madison County et. al

Mr. Laws presented information to the Board regarding the adoption of a resolution to retain Roberts and Stevens to represent Madison County in the lawsuit.

Upon motion by Vice-Chairman Snelson and second by Commissioner Wechtel, the Board voted unanimously to approve. (Attachment 7.4)

e. Approval of June 9, 2020 (Closed Session) Minutes and June 23, 2020 (Closed Session) Minutes

Mr. Laws presented the General Account Minutes from the June 9, 2020 Closed Session Meeting and the General Account Minutes from the Closed Session June 23, 2020 Meeting.

Review of the information and discussion was had by the Board and Mr. Laws.

Upon motion by Commissioner Wechtel and second by Commissioner Gentry, the Board voted unanimously to accept the Tuesday, June 9th minutes as presented.

Upon motion by Commissioner Gentry and second by Vice-Chairman Snelson, the Board voted unanimously to accept the June 23, 2020 Minutes as submitted.

Agenda Item 8: Kary Ledford, Interim Finance Officer

a. Budget Amendment #2

Ms. Ledford presented and discussed information with the Board regarding Budget Amendment #2.

Vice-Chairman Snelson made a motion to approve which was seconded by Commissioner Wechtel. Ms. Ledford continued to discuss information regarding the Budget Amendment with the Board. The Board voted unanimously to approve. (Attachment 8.1)

b. Budget Amendment #2b

Ms. Ledford presented and discussed Budget Amendment #2b with the Board as well as answered questions from Board members.

Discussion was had by the Board.

Upon motion by Commissioner Gentry and second by Commissioner Brigman, the Board voted unanimously to approve. (Attachment 8.2)

c. July Financial Report

The July Financial Report was presented and reviewed with the Board by Ms. Ledford who also answered questions from Board members. (Attachment 8.3)

d. Vaya Quarterly Report

Ms. Ledford presented the Vaya Quarterly Report to the Board who reviewed the information.

Agenda Item 9: Norris Gentry, County Manager

a. County Manager's Update

Commissioner/Interim County Manager Gentry presented the County Manager's Update to the Board as well as read the report into record. (Attachment 9.1)

b. Resolution to Address Regular Meeting Schedule

Commissioner/Interim County Manager Gentry presented to the Board and read into record, The Resolution Altering The Regular Meeting Schedule of the Madison County Board of Commissioners.

Upon motion by Vice-Chairman Snelson with council by County Attorney Donny Laws and discussion being had by the Board with second by Commissioner Brigman, the Board voted unanimously to approve. (Attachment 9.2)

c. Forest Service Contract

The North Carolina Forest Service Contract with Madison County for FY 2020-2021 was presented to and reviewed with the Board by Commissioner/Interim County Manager Gentry.

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

d. County Board Appointments

County Board appointments for the month of August were presented to and discussed with the Board by Commissioner/Interim County Manager Gentry.

Commissioner/Interim County Manager Gentry noted that the vacant position for the Board of Adjustment would be to fill the vacancy through December, 2022 due to member resignation. Discussion was had by the Board.

Chairman Goforth opened the floor to nominations for the Board of Adjustment. Vice-Chairman Snelson nominated Hart Barhnill. The nomination was seconded by Commissioner Wechtel who moved that the nominations be closed. Chairman Goforth called for a second for nominations to be closed. The motion to close the nominations was seconded by Commissioner Gentry and the Board voted unanimously to approve. Chairman Goforth closed the floor to further nominations and the Board voted unanimously to appoint Hart Barnhill to the Board of Adjustment.

Upon motion by Commissioner Wechtel and second by Commissioner Gentry, the Board voted unanimously to nominate Robin Wallin and Ann Purdue to serve on the Council on Aging.

Discussion was had by the Board regarding filling the vacancy for the Library Board of Trustees.

Upon motion by Vice-Chairman Snelson and second by Commissioner Brigaman, the Board voted unanimously to appoint Diana Rogers to the Nursing Adultcare Home Community Advisory Board.

Vice-Chairman Snelson made a motion to appoint Ann Perdue to the Parks and Recreation Board. The motion was seconded by Commissioner Gentry. Discussion was had by the Board. Upon motion by Commissioner Wechtel and second by Commissioner Gentry with further discussion being had by the Board, the Board voted unanimously to table the appointment pending the Board speaking with the Parks and Recreation Director, Chris Maney. Discussion was had by the Board.

Agenda Item 10: Adjournment

Upon motion by Vice-Chairman Snelson and second by Commissioner Brigman, the Board voted unanimously to adjourn.

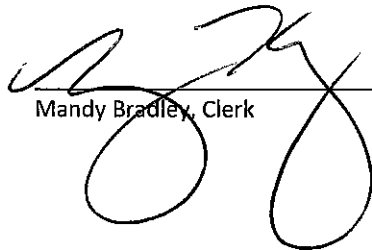
This the 11th day of August, 2020.

MADISON COUNTY



Craig Goforth, Chairman
Board of Commissioners

ATTEST:



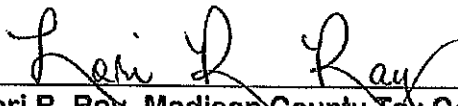
Mandy Bradley, Clerk

MADISON COUNTY
TAX COLLECTOR'S ANNUAL SETTLEMENT
OF
2019 TAXES


SWORN REPORT STATEMENT

The sworn report presented to the Madison County Board of Commissioners this 11th day of August, 2020, by Lori Ray, Tax Collector for Madison County, contains the required information set forth in N.C.G.S. 105-373 of the Machinery Act of North Carolina.

I, Lori R. Ray, attest to the fact that the information provided in this Annual Settlement of 2019 Taxes is accurate to the best of my knowledge and that diligent efforts to collect taxes due were made using available collection remedies as provided by the North Carolina Machinery Act.


Lori R. Ray, Madison County Tax Collector

Subscribed and sworn to before the Madison County Board of Commissioners this the 11th day of August, 2020 at the regular monthly scheduled meeting.


Craig Goforth, Chairman
Madison County Board of Commissioners

**ORDER OF COLLECTION
2020 TAXES
(As required by GS 105-321)**

STATE OF NORTH CAROLINA
COUNTY OF MADISON

TO THE TAX COLLECTOR OF THE COUNTY OF MADISON:

YOU ARE HEREBY AUTHORIZED, EMPOWERED, AND COMMANDED TO COLLECT THE TAXES SET FORTH IN THE TAX RECORDS FILED IN THE OFFICE OF THE TAX ASSESSOR AND IN THE TAX RECEIPTS HEREWITH DELIVERED TO YOU, IN THE AMOUNTS AND FROM THE TAXPAYERS LIKEWISE THEREIN SET FORTH. SUCH TAXES ARE HEREBY DECLARED TO BE A FIRST LIEN UPON ALL REAL PROPERTY OF MADISON COUNTY, AND THIS ORDER SHALL BE A FULL AND SUFFICIENT AUTHORITY TO DIRECT, REQUIRE, AND ENABLE YOU TO LEVY ON AND SELL ANY REAL OR PERSONAL PROPERTY OF SUCH TAXPAYERS, FOR AND ON ACCOUNT THEREOF, IN ACCORDANCE WITH LAW.

WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 10th DAY OF SEPTEMBER, 2019.


CRAIG GOFORTH, CHAIRMAN
MADISON COUNTY BOARD OF COMMISSIONERS

ATTEST:


CLERK TO THE BOARD
MADISON COUNTY COMMISSIONERS

Date run: 8/4/2020 10:50:06 AM

TR-305A Release & Refund Approval Report

NCP

Report Parameters:

Release Start Date: 7/1/2020 Release End Date: 7/31/2020 Refund Limit Min:

Date Sent to Finance Start: Date Sent to Finance End: Refund Limit Max:

Refund Status: AUTHK
REAPI

Tax District: JUR516, JUR507, JUR505, JUR503, JUR514,
JUR508, JUR511, JUR517, JUR501, JUR512,
JUR504, JUR513, JUR509, JUR502, JUR510,
JUR506, JUR515

Default Sort-By: Refund Name, Refund Address, Bill Number

Grouping: No Grouping

Adjustment Reason: Acreage change,Address change,Adjustment,Asse

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

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

NO REFUNDS FOR JULY 2020

Date run: 8/4/2020 10:41:37 AM
 Data as of: 8/3/2020 7:39:31 PM

TR-304 Bill Release Report

NCPTS V4

Report Parameters:

Release Date Start: 7/1/2020 Release Date End: 7/31/2020
 Tax District: ALL
 Default Sort By: Bill #, Taxpayer Name, Release Date, Billing Date, Operator ID, Release Amount
 Grouping: No Grouping

Bill #	Taxpayer Name	Bill Date	Release Reason	Operator ID (Name)	Release Date	Orig Bill Amount (\$)
0000012740-2020-2019-0070-00-REG	WINEBERG, RICHARD	7/30/2020	Billing Correction	DIANA	7/30/2020	74.46
Subtotal						
Total						

Interlocal Agreement Between the County of Madison
And the Municipality [Town] of Marshall
For Management of Funds from the Coronavirus Relief Fund (CRF)
Established by the Coronavirus Aid, Relief, and Economic Security (CARES) Act

THIS INTERLOCAL AGREEMENT, made and entered into pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes this 11th day of August 2020, by and between the County of Madison, a body politic and corporate organized and existing under the laws of the state of North Carolina (hereinafter referred to as "County") and Marshall, a North Carolina Municipal Corporation organized and existing under the laws of the state of North Carolina (hereinafter referred to as "Municipality");

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136) established the Coronavirus Relief Fund (CRF); and

WHEREAS, the State of North Carolina received approximately \$4.067 billion in CRF funds, including approximately \$481,000,000, which the U.S. Treasury sent directly to four local governments in the State; and

WHEREAS, S.L. 2020-80 allocates \$300 million of the State of North Carolina's CRF allocation to counties ineligible to receive direct funding from the federal CRF; and

WHEREAS, S.L. 2020-80 directs the recipient County to allocate at least 25 percent of the funds for use by municipalities within the County for necessary expenditures incurred due to the public health emergency as required by section 601(d) of the Social Security Act, as amended by the CARES Act; and

WHEREAS, S.L. 2020-80 requires the recipient County to determine the total amount allocated to each municipality within the County, and requires each municipality that receives funds to develop a plan to spend the funds by September 1, 2020, or the County can use those funds or redistribute to other municipalities; and

WHEREAS, S.L. 2020-80 makes the CRF allocations subject to recoupment by the U.S. Treasury if they are not used in an eligible manner according to the most recently published U.S. Treasury Department guidance for CRF; and

WHEREAS, S.L. 2020-80 states counties and municipalities are liable to the State for any misuse or mishandling of the funds, and subject to clawback and other appropriate measures, including the reduction or elimination of other State Funds; and

WHEREAS, S.L. 2020-80 states any local government officer, official, or employee will be subject to a civil action by the State and held personally liable for reimbursement for violating the requirements of the CRF allocation; and

WHEREAS, S.L. 2020-80 and the North Carolina Pandemic Recovery Office have structured the administration of the CRF allocation to require the County to administer the allocation to municipalities and submit expenditure plans to the State; and

WHEREAS, the North Carolina Pandemic Recovery Office has advised that municipalities shall be directly liable to the State for violating the requirements of the CRF allocation; and

WHEREAS, the County's CRF allocation is \$1,026,181.00; and

WHEREAS, the Municipality's CRF allocation is \$66,188.67. *[This includes the amount of \$2,311.67, which was previously shared with the Municipality.]*

NOW, THEREFORE, it is agreed as follows:

1. Madison County shall allocate to the Municipality \$66,188.67 for expenditures as specified in the Municipality's plan, due Sept. 1, 2020. As stated in S.L. 2020-80, U.S. Treasury Guidance, and N.C. Pandemic Recovery Office guidance, the county is administering the local government CRF allocation. Counties and municipalities are liable to the State for any misuse or mishandling of the funds allocated to each entity, and subject to clawback and other appropriate measures, including the reduction or elimination of State Funds.
2. Municipality agrees to expend funds allocated pursuant to this Agreement in compliance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), S.L. 2020-80, U.S. Treasury Department Guidance, and NC Pandemic Recovery Office guidance. Any funds allocated by the County to the Municipality that are found to be expended in violation of all applicable laws and guidance shall be repaid by the Municipality to the State of North Carolina. The County assumes no liability for any violations of CRF expenditure requirements by the Municipality, its officers, agents, or employees, for funds allocated by the County to the Municipality. The Municipality shall maintain documentation of their expenditures to ensure compliance with reporting and auditing requirements.
3. In accordance with guidance from the U.S. Treasury Department, CRF payments are federal financial assistance subject to Single Audit requirements found in Uniform Guidance 2 CFR §200 Subpart F. CRF is a federal program with a CFDA No. 21.019. The U.S. Treasury Department is the federal granting agency and, except for the four local

governments that received CRF directly, the Office of State Management and Budget (OSBM) is the State pass-through entity. The Uniform Guidance CFR §200 Subparts B, C, D, and E do not apply, except for §200.303 and §§ 200.330 through 200.332.

4. In order to comply with State reporting requirements required pursuant to S.L. 2020-80, the Municipality shall submit its CRF Plan to the County by September 1, 2020. Municipality acknowledges that failure to submit its CRF Plan to the County by this date shall result in the loss of funding provided for in this Agreement. If the County has already transmitted funds to the Municipality and the Municipality fails to submit its CRF Plan to the County by the date provided for in this paragraph, the Municipality shall return the funds to the County.
5. In order to comply with monthly State reporting requirements on use of the funds, Municipality shall submit the required forms to the County by the 1st day each month for the County to upload to the State portal (Attachments C-1 and C-2). Following receipt of the monthly reports and substantiation for the amount requested for reimbursement, as required by OSBM, the County shall reimburse the Municipality for the funds expended. *[add any specific process requirements at discretion of County]*
6. A Final Report (Attachment F) will be required when the Municipality's allocation is fully spent or by November 20th, whichever is earlier. It is the County's intent to reallocate any unspent funds by December 1st to other eligible CRF expenses to fully utilize all CRF funds for the community.
7. Modifications to this Agreement shall be in writing, signed, duly executed by the parties hereto, and kept on file along with the original Agreement.
8. Any notice permitted or required under this Agreement from one party to the other must be in writing and will be effective (a) on the date it was actually delivered to the addressee if delivered personally, or sent by a nationally recognized courier (such as FedEx or United Parcel Service) or sent by facsimile, or (b) three days after having been deposited in the United States mail, if sent by certified mail, return receipt request, in each case to the respective addresses of Municipality and the County listed below, or those other addresses of which either party gives the other party written notice:

If to the Municipality, to:

Town of Marshall
180 South Main Street
Marshall, NC 28753

If to the County, to:

Madison County
Po Box 579
Marshall, NC 28753

9. The parties agree that the terms and provisions of this Agreement shall be construed in accordance with the laws of the State of North Carolina. This Agreement contains the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this **INTERLOCAL AGREEMENT** to be duly executed pursuant to authorization obtained in a duly adopted resolution or has otherwise been duly authorized to sign on behalf of their respective corporation.

Municipality of Marshall

County of Madison

By _____
Mayor

By Craig D. Goyette
Chair, Board of Commissioners

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Kay Leonard
[enter Signature Name]

Interlocal Agreement Between the County of Madison
And the Municipality *[Town]* of Mars Hill
For Management of Funds from the Coronavirus Relief Fund (CRF)
Established by the Coronavirus Aid, Relief, and Economic Security (CARES) Act

THIS INTERLOCAL AGREEMENT, made and entered into pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes this 11th day of August 2020, by and between the County of Madison, a body politic and corporate organized and existing under the laws of the state of North Carolina (hereinafter referred to as "County") and Mars Hill, a North Carolina Municipal Corporation organized and existing under the laws of the state of North Carolina (hereinafter referred to as "Municipality");

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136) established the Coronavirus Relief Fund (CRF); and

WHEREAS, the State of North Carolina received approximately \$4.067 billion in CRF funds, including approximately \$481,000,000, which the U.S. Treasury sent directly to four local governments in the State; and

WHEREAS, S.L. 2020-80 allocates \$300 million of the State of North Carolina's CRF allocation to counties ineligible to receive direct funding from the federal CRF; and

WHEREAS, S.L. 2020-80 directs the recipient County to allocate at least 25 percent of the funds for use by municipalities within the County for necessary expenditures incurred due to the public health emergency as required by section 601(d) of the Social Security Act, as amended by the CARES Act; and

WHEREAS, S.L. 2020-80 requires the recipient County to determine the total amount allocated to each municipality within the County, and requires each municipality that receives funds to develop a plan to spend the funds by September 1, 2020, or the County can use those funds or redistribute to other municipalities; and

WHEREAS, S.L. 2020-80 makes the CRF allocations subject to recoupment by the U.S. Treasury if they are not used in an eligible manner according to the most recently published U.S. Treasury Department guidance for CRF; and

WHEREAS, S.L. 2020-80 states counties and municipalities are liable to the State for any misuse or mishandling of the funds, and subject to clawback and other appropriate measures, including the reduction or elimination of other State Funds; and

WHEREAS, S.L. 2020-80 states any local government officer, official, or employee will be subject to a civil action by the State and held personally liable for reimbursement for violating the requirements of the CRF allocation; and

WHEREAS, S.L. 2020-80 and the North Carolina Pandemic Recovery Office have structured the administration of the CRF allocation to require the County to administer the allocation to municipalities and submit expenditure plans to the State; and

WHEREAS, the North Carolina Pandemic Recovery Office has advised that municipalities shall be directly liable to the State for violating the requirements of the CRF allocation; and

WHEREAS, the County's CRF allocation is \$1,026,181.00; and

WHEREAS, the Municipality's CRF allocation is \$148,308.81.

NOW, THEREFORE, it is agreed as follows:

1. Madison County shall allocate to the Municipality \$148,308.81 for expenditures as specified in the Municipality's plan, due Sept. 1, 2020. As stated in S.L. 2020-80, U.S. Treasury Guidance, and N.C. Pandemic Recovery Office guidance, the county is administering the local government CRF allocation. Counties and municipalities are liable to the State for any misuse or mishandling of the funds allocated to each entity, and subject to clawback and other appropriate measures, including the reduction or elimination of State Funds.
2. Municipality agrees to expend funds allocated pursuant to this Agreement in compliance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), S.L. 2020-80, U.S. Treasury Department Guidance, and NC Pandemic Recovery Office guidance. Any funds allocated by the County to the Municipality that are found to be expended in violation of all applicable laws and guidance shall be repaid by the Municipality to the State of North Carolina. The County assumes no liability for any violations of CRF expenditure requirements by the Municipality, its officers, agents, or employees, for funds allocated by the County to the Municipality. The Municipality shall maintain documentation of their expenditures to ensure compliance with reporting and auditing requirements.
3. In accordance with guidance from the U.S. Treasury Department, CRF payments are federal financial assistance subject to Single Audit requirements found in Uniform Guidance 2 CFR §200 Subpart F. CRF is a federal program with a CFDA No. 21.019. The U.S. Treasury Department is the federal granting agency and, except for the four local governments that received CRF directly, the Office of State Management and Budget

(OSBM) is the State pass-through entity. The Uniform Guidance CFR §200 Subparts B, C, D, and E do not apply, except for §200.303 and §§ 200.330 through 200.332.

4. In order to comply with State reporting requirements required pursuant to S.L. 2020-80, the Municipality shall submit its CRF Plan to the County by September 1, 2020. Municipality acknowledges that failure to submit its CRF Plan to the County by this date shall result in the loss of funding provided for in this Agreement. If the County has already transmitted funds to the Municipality and the Municipality fails to submit its CRF Plan to the County by the date provided for in this paragraph, the Municipality shall return the funds to the County.
5. In order to comply with monthly State reporting requirements on use of the funds, Municipality shall submit the required forms to the County by the 1st day each month for the County to upload to the State portal (Attachments C-1 and C-2). Following receipt of the monthly reports and substantiation for the amount requested for reimbursement, as required by OSBM, the County shall reimburse the Municipality for the funds expended. *[add any specific process requirements at discretion of County]*
6. A Final Report (Attachment F) will be required when the Municipality's allocation is fully spent or by November 20th, whichever is earlier. It is the County's intent to reallocate any unspent funds by December 1st to other eligible CRF expenses to fully utilize all CRF funds for the community.
7. Modifications to this Agreement shall be in writing, signed, duly executed by the parties hereto, and kept on file along with the original Agreement.
8. Any notice permitted or required under this Agreement from one party to the other must be in writing and will be effective (a) on the date it was actually delivered to the addressee if delivered personally, or sent by a nationally recognized courier (such as FedEx or United Parcel Service) or sent by facsimile, or (b) three days after having been deposited in the United States mail, if sent by certified mail, return receipt request, in each case to the respective addresses of Municipality and the County listed below, or those other addresses of which either party gives the other party written notice:

If to the Municipality, to:

Town of Mars Hill
Po Box 368
Mars Hill, NC 28754

If to the County, to:

Madison County
Po Box 579
Marshall, NC 28753

9. The parties agree that the terms and provisions of this Agreement shall be construed in accordance with the laws of the State of North Carolina. This Agreement contains the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this **INTERLOCAL AGREEMENT** to be duly executed pursuant to authorization obtained in a duly adopted resolution or has otherwise been duly authorized to sign on behalf of their respective corporation.

Municipality of Mars Hill

County of Madison

By _____
Mayor

By Craig D. Coyne
Chair, Board of Commissioners

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Kay Leaford
[enter signature Name]

Interlocal Agreement Between the County of Madison
And the Municipality [Town] of Hot Springs
For Management of Funds from the Coronavirus Relief Fund (CRF)
Established by the Coronavirus Aid, Relief, and Economic Security (CARES) Act

THIS INTERLOCAL AGREEMENT, made and entered into pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes this 11th day of August 2020, by and between the County of Madison, a body politic and corporate organized and existing under the laws of the state of North Carolina (hereinafter referred to as "County") and Hot Springs, a North Carolina Municipal Corporation organized and existing under the laws of the state of North Carolina (hereinafter referred to as "Municipality");

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136) established the Coronavirus Relief Fund (CRF); and

WHEREAS, the State of North Carolina received approximately \$4.067 billion in CRF funds, including approximately \$481,000,000, which the U.S. Treasury sent directly to four local governments in the State; and

WHEREAS, S.L. 2020-80 allocates \$300 million of the State of North Carolina's CRF allocation to counties ineligible to receive direct funding from the federal CRF; and

WHEREAS, S.L. 2020-80 directs the recipient County to allocate at least 25 percent of the funds for use by municipalities within the County for necessary expenditures incurred due to the public health emergency as required by section 601(d) of the Social Security Act, as amended by the CARES Act; and

WHEREAS, S.L. 2020-80 requires the recipient County to determine the total amount allocated to each municipality within the County, and requires each municipality that receives funds to develop a plan to spend the funds by September 1, 2020, or the County can use those funds or redistribute to other municipalities; and

WHEREAS, S.L. 2020-80 makes the CRF allocations subject to recoupment by the U.S. Treasury if they are not used in an eligible manner according to the most recently published U.S. Treasury Department guidance for CRF; and

WHEREAS, S.L. 2020-80 states counties and municipalities are liable to the State for any misuse or mishandling of the funds, and subject to clawback and other appropriate measures, including the reduction or elimination of other State Funds; and

WHEREAS, S.L. 2020-80 states any local government officer, official, or employee will be subject to a civil action by the State and held personally liable for reimbursement for violating the requirements of the CRF allocation; and

WHEREAS, S.L. 2020-80 and the North Carolina Pandemic Recovery Office have structured the administration of the CRF allocation to require the County to administer the allocation to municipalities and submit expenditure plans to the State; and

WHEREAS, the North Carolina Pandemic Recovery Office has advised that municipalities shall be directly liable to the State for violating the requirements of the CRF allocation; and

WHEREAS, the County's CRF allocation is \$1,026,181.00; and

WHEREAS, the Municipality's CRF allocation is \$42,047.77.

NOW, THEREFORE, it is agreed as follows:

1. Madison County shall allocate to the Municipality \$42,047.77 for expenditures as specified in the Municipality's plan, due Sept. 1, 2020. As stated in S.L. 2020-80, U.S. Treasury Guidance, and N.C. Pandemic Recovery Office guidance, the county is administering the local government CRF allocation. Counties and municipalities are liable to the State for any misuse or mishandling of the funds allocated to each entity, and subject to clawback and other appropriate measures, including the reduction or elimination of State Funds.
2. Municipality agrees to expend funds allocated pursuant to this Agreement in compliance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), S.L. 2020-80, U.S. Treasury Department Guidance, and NC Pandemic Recovery Office guidance. Any funds allocated by the County to the Municipality that are found to be expended in violation of all applicable laws and guidance shall be repaid by the Municipality to the State of North Carolina. The County assumes no liability for any violations of CRF expenditure requirements by the Municipality, its officers, agents, or employees, for funds allocated by the County to the Municipality. The Municipality shall maintain documentation of their expenditures to ensure compliance with reporting and auditing requirements.
3. In accordance with guidance from the U.S. Treasury Department, CRF payments are federal financial assistance subject to Single Audit requirements found in Uniform Guidance 2 CFR §200 Subpart F. CRF is a federal program with a CFDA No. 21.019. The U.S. Treasury Department is the federal granting agency and, except for the four local governments that received CRF directly, the Office of State Management and Budget

(OSBM) is the State pass-through entity. The Uniform Guidance CFR §200 Subparts B, C, D, and E do not apply, except for §200.303 and §§ 200.330 through 200.332.

4. In order to comply with State reporting requirements required pursuant to S.L. 2020-80, the Municipality shall submit its CRF Plan to the County by September 1, 2020. Municipality acknowledges that failure to submit its CRF Plan to the County by this date shall result in the loss of funding provided for in this Agreement. If the County has already transmitted funds to the Municipality and the Municipality fails to submit its CRF Plan to the County by the date provided for in this paragraph, the Municipality shall return the funds to the County.
5. In order to comply with monthly State reporting requirements on use of the funds, Municipality shall submit the required forms to the County by the 1st day each month for the County to upload to the State portal (Attachments C-1 and C-2). Following receipt of the monthly reports and substantiation for the amount requested for reimbursement, as required by OSBM, the County shall reimburse the Municipality for the funds expended. *[add any specific process requirements at discretion of County]*
6. A Final Report (Attachment F) will be required when the Municipality's allocation is fully spent or by November 20th, whichever is earlier. It is the County's intent to reallocate any unspent funds by December 1st to other eligible CRF expenses to fully utilize all CRF funds for the community.
7. Modifications to this Agreement shall be in writing, signed, duly executed by the parties hereto, and kept on file along with the original Agreement.
8. Any notice permitted or required under this Agreement from one party to the other must be in writing and will be effective (a) on the date it was actually delivered to the addressee if delivered personally, or sent by a nationally recognized courier (such as FedEx or United Parcel Service) or sent by facsimile, or (b) three days after having been deposited in the United States mail, if sent by certified mail, return receipt request, in each case to the respective addresses of Municipality and the County listed below, or those other addresses of which either party gives the other party written notice:

If to the Municipality, to:

Town of Hot Springs
Po Box 218
Hot Springs, NC 28743

If to the County, to:

Madison County
Po Box 579
Marshall, NC 28753

9. The parties agree that the terms and provisions of this Agreement shall be construed in accordance with the laws of the State of North Carolina. This Agreement contains the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this **INTERLOCAL AGREEMENT** to be duly executed pursuant to authorization obtained in a duly adopted resolution or has otherwise been duly authorized to sign on behalf of their respective corporation.

Municipality of Hot Springs

County of Madison

By _____
Mayor

By Craig D. Goyeth
Chair, Board of Commissioners

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Kay Leaford
[enter Signature Name]

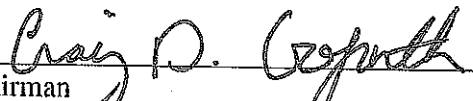
**RESOLUTION OF MADISON COUNTY BOARD OF COMMISSIONERS
CONCURRING IN THE REQUEST AND APPROVAL OF ABANDONMENT OF
SECONDARY ROAD 1587 FROM THE STATE MAINTAINED SYSTEM**

THAT WHEREAS all of the property owners on secondary road 1587 in Madison County, NC have heretofore requested the Division of Highways of the North Carolina Department of Transportation to abandon the State Road from the State Highway system; and

WHEREAS the Department of Transportation has forwarded the request to the Madison County Board of Commissioners in order to determine whether said Board concurs with the request.

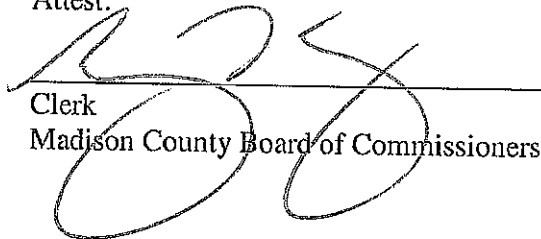
NOW THEREFORE, be it RESOLVED by the Madison County Board of Commissioners that said Board concurs with the request of all the property owners on secondary road 1587 that said roadway be abandoned from the state maintained system.

Resolved this the 11th day of August, 2020. Signed this the 11th day of August, 2020.



Chairman
Madison County Board of Commissioners

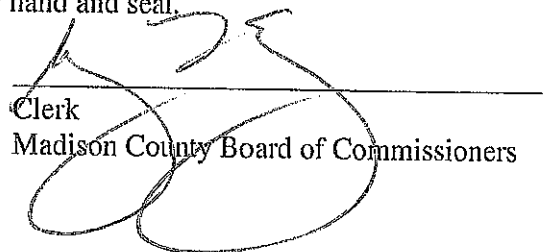
Attest:



Clerk
Madison County Board of Commissioners

CERTIFICATION

The undersigned Clerk to the Madison County Board of Commissioners does by execution hereof certify the foregoing to be a true and accurate copy of action taken by said Board as stated therein. WITNESS my hand and seal.



Clerk
Madison County Board of Commissioners

(SEAL)

RESOLUTION
**Of the Madison County Board of County Commissioners To Retain
Roberts & Stevens, Attorneys at Law, of Asheville, NC as Legal Counsel**

WHEREAS there is presently pending in the Superior Court of Madison County a Civil Action entitled Edward Feldmann, et. al., vs. Madison County, et. al., having a File No. 20 Cvs 141, (hereinafter "Proceeding"); and

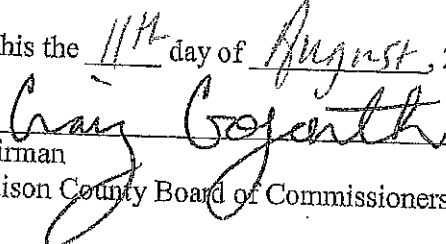
WHEREAS Madison County, all Madison County Commissioners and Madison County Manager are named as party Defendants; and

WHEREAS it is in the best interest of Madison County to retain legal counsel to assist Madison County and the Madison County Attorney in representing the interests of all party Defendants.

WHEREAS, Roberts & Stevens, Attorneys at Law. is a law firm having the expertise, time and ability to represent Madison County in the Proceeding.

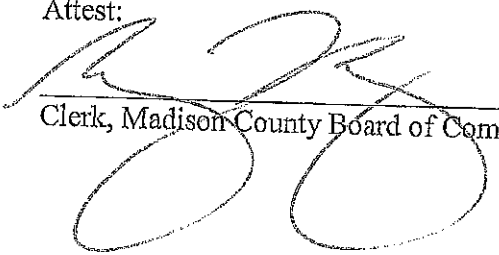
NOW THEREFORE, BE IT RESOLVED that Madison County x does or does not hereby retain Roberts & Stevens, Attorneys at Law, of Asheville to represent the party Defendants in the Proceeding and authorizes the County Manager to execute all documents necessary to consummate the agreement of representation.

Resolved this 11th day of August, 2020. Signed this the 11th day of August, 2020.



Chairman
Madison County Board of Commissioners

Attest:



Clerk, Madison County Board of Commissioners

Madison County
Board of Commissioners

Budget Amendment #2
August 11, 2020

Description	Line Item	Debit	Credit
Cares Act			
Public Health	10.6150.5150		\$ 66,678.24
Compliance Measures	10.6150.5160		\$ 125,000.00
Contracted Labor	10.6150.5165	\$ 50,000.00	
Town of Hot Springs	10.6150.5501	\$ 10,931.30	
Town of Mars Hill	10.6150.5502	\$ 38,547.46	
Town of Marshall	10.6150.5503	\$ 17,199.48	
County GAP for Covid	10.6150.7000	\$ 75,000.00	
To amend amount to municipalities to increase to required 25%, To create a contract labor expense line as well as to record the GAP program			
Transfer to Fund 19	19.3836.5208		\$ 427,426.28
Medical Expense	19.6150.5140	\$ 11,584.54	
Public Health	19.6150.5150	\$ 25,207.19	
Compliance Measures	19.6150.5160	\$ 39,644.31	
Contracted Labor	19.6150.5165	\$ 50,000.00	
Economic Support	19.6150.5170	\$ 75,000.00	
Town of Hot Springs	19.6150.5501	\$ 24,747.30	
Town of Mars Hill	19.6150.5502	\$ 38,955.48	
Town of Marshall	19.6150.5503	\$ 87,287.46	
County GAP for Covid	19.6150.7000	\$ 75,000.00	
To create special revenue fund and to record carryover from FY20			
		\$ 619,104.52	\$ 619,104.52

**Madison County
Board of Commissioners**

**Budget Amendment #2b
August 11, 2020**

Description	Line Item	Debit	Credit
NC Forest Service			
Contract	10.4340.6930	\$ 18,031.00	
This amount reflects the requested amount of the FY20-21 Contract			
Community Services			
Life Insurance	10.5500.1890	\$ 42.00	
Nutrition-Salaries	10.5551.1210	\$ 23,265.00	
Temp salaries	10.5551.1260	\$ 260.00	
FICA	10.5551.1810	\$ 2,028.00	
Retirement	10.5551.1820	\$ 2,712.00	
Health Insurance	10.5551.1830	\$ 5,850.00	
Unemployment Insurance	10.5551.1850	\$ 264.00	
Workers Comp	10.5551.1860	\$ 35.00	
Life Insurance	10.5551.1890	\$ 27.00	
Transportation Admin-Salaries	10.4521.1210	\$ 60.00	
FICA	10.4521.1810	\$ 3.00	
Retirement	10.4521.1820	\$ 5.00	
Workers Comp	10.4521.1860	\$ 60.00	
Transportation-Operating-Salaries	10.4522.1210		\$ 23,141.00
Temp Salaries	10.4522.1260		\$ 1,455.00
FICA	10.4522.1810		\$ 1,541.00
Retirement	10.4522.1820		\$ 2,367.00
Health Insurance	10.4522.1830		\$ 5,850.00
Unemployment Insurance	10.4522.1850		\$ 232.00
Workers Comp	10.4522.1860		\$ 40.00
Life Insurance	10.4522.1890	\$ 15.00	
Community Services Director had requested these changes, but were not included in adopted budget			
Maintenance			
Salaries	10.4261.1260	\$ 13,440.00	
FICA	10.4261.1810	\$ 1,028.16	
Unemployment Insurance	10.4261.1850	\$ 134.40	
Workers Comp.	10.4261.1860	\$ 416.64	
Maintenance needs additional staff, these funds will come from contingency but once additional funds become available, we will replace accordingly			

Library

Salaries	10.6110.1210	\$	2,600.00
FICA	10.6110.1810	\$	198.90
Retirement	10.6110.1820	\$	266.88
Unemployment Insurance	10.6110.1850	\$	26.00
Workers Comp.	10.6110.1860	\$	4.16

Parks and Recreation

Salaries	10.6130.1210	\$	600.00
FICA	10.6130.1810	\$	45.90
Retirement	10.6130.1820	\$	61.38
Unemployment Insurance	10.6130.1850	\$	6.00
Workers Comp.	10.6130.1860	\$	19.56

Finance

Salaries	10.4130.1210	\$	3,200.00
FICA	10.4130.1810	\$	244.80
Retirement	10.4130.1820	\$	328.26
Unemployment Insurance	10.4130.1850	\$	32.00
Workers Comp.	10.4130.1860	\$	23.72
To adjust for lapsed salaries			

CARES Act

Recovery Act Round 2	19.3836.5208		\$	422,219.87
Salaries	19.6150.1210	\$	97,460.00	
FICA	19.6150.1810	\$	7,451.00	
Retirement	19.6150.1820	\$	8,795.00	
Health Insurance	19.6150.1830	\$	9,000.00	
Unemployment	19.6150.1850	\$	1,276.00	
Workers Com	19.6150.1860	\$	974.00	
Life Insurance	19.6150.1890	\$	44.00	
Medical Expense	19.6150.5140	\$	25,000.00	
Public Health	19.6150.5150	\$	75,000.00	
Compliance Measures	19.6150.5160	\$	56,664.87	
Contracted Labor	19.6150.5165	\$	20,000.00	
Town of Hot Springs	19.6150.5501	\$	17,300.46	
Town of Mars Hill	19.6150.5502	\$	61,021.35	
Town of Marshall	19.6150.5503	\$	27,233.19	
County GAP for Covid	19.6150.7000	\$	15,000.00	

Contingency

	10.7000.0000		\$	33,050.20
		\$	493,724.85	\$ 493,724.85

We are 8.35% of the way through the FY21 budget.

Bank balances at July 31, 2020 are as follows:

	Unrestricted	Restricted	
General Fund	\$934,222.80		
Debt Service Fund	\$204,278.16		
Capital Outlay Fund	\$326,093.80		
Capital Management	\$7,563,315.61		
Occupancy Tax Fund		\$58,992.32	
Revaluation Fund		\$22,756.04	
Tourism Development		\$527,631.14	
Automation Fund		\$155,427.95	
Drug Seizure Fund		\$7,503.04	
Inmate Trust Fund		\$31,897.72	
Soil & Water Conservation		\$69,267.38	
Total of All Accounts:	\$9,027,910.37	\$873,475.59	
New Jail Loan	\$ (480,000.00)		(Due in February)
School Debt Service	\$ (429,667.00)		(Due in February)
40-42 Set Aside for Schools	\$ (1,257,499.82)		
Unspent Grant/Restricted Proceeds	\$ (767,625.28)		
Adoption Promotion Fund	\$ (106,544.07)		
Encumbered Amounts	\$ (2,450,714.91)		
Total Unassigned and Unrestricted Bank B	\$3,535,859.29		
	General	Landfill	911
Unassigned and Unrestricted totals by Fur	\$2,728,465.38	\$343,864.48	\$280,164.15

SUMMARIES:

Percentage of budget at July 2020 is:

All Funds:	YTD		% OF BUDGET	
Revenues	\$935,267.09	\$935,267.09		4.55
Expenditures	\$1,360,339.65	\$24,722,026.71		5.02

General Fund	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 07/19
Revenues to Date:	\$867,066.17	\$867,066.17		3.35	\$87,280.24
Expenditures to Date:	\$1,235,928.99	\$24,597,439.05	\$ 1,736,244.84	4.76	\$952,301.80
Gain/Loss to Date:	(\$126,553.27)	\$743,103.38			(\$369,244.40)
Contingency	\$99,550.09				

Landfill	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 07/19
Revenues to Date:	\$52,098.00	\$52,098.00		2.54	\$5,460.83
Expenditures to Date:	\$116,051.83	\$116,051.83	\$713,255.07	5.66	\$103,534.21
Gain/Loss to Date:	(\$53,401.15)	(\$46,467.26)			\$959.62
Contingency	\$6,798.62				

911 Emergency Telephone Services	MTD	YTD	% OF BUDGET		YEAR TO DATE 07/19
Revenues	\$16,102.92	\$16,102.92		7.75	\$17,325.19
Expenditures	\$8,358.83	\$8,535.83	\$1,215.00	4.61	\$49,065.54
Gain/Loss	\$7,744.08	6,529.08			(\$31,741.35)
Contingency	\$-				

GENERAL FUND: DEPARTMENT	MTD	YTD	% OF BUDGET	YEAR TO DATE 7/19
Vehicle Tax	\$93,851.52	\$93,851.52	10.67	\$987,077.77
Overages/Underages				
Ad Valorem Tax Interest	\$7,688.27	\$7,688.27	5.91	\$7,786.61
Late Listing Fee	\$768.94	\$768.94	4.81	\$558.32
Legal Fees				
2005 Ad Valorem Tax				
2006 Ad Valorem Tax				
2007 Ad Valorem Tax				
2008 Ad Valorem Tax				
2009 Ad Valorem Tax				
2010 Ad Valorem Tax	\$86.30	\$86.30	1.73	\$193.10
2011 Ad Valorem Tax	\$66.08	\$66.08	1.32	\$407.18
2012 Ad Valorem Tax	\$179.66	\$179.66	2.57	\$219.81
2013 Ad Valorem Tax	\$279.20	\$279.20	3.99	\$234.76
2014 Ad Valorem Tax	\$114.96	\$114.96	1.44	\$317.97
2015 Ad Valorem Tax	\$225.81	\$225.81	2.82	\$428.58
2016 Ad Valorem Tax	\$4,960.02	\$4,960.02	6.53	\$1,750.35
2017 Ad Valorem Tax	\$2,401.81	\$2,401.81	4	\$6,456.03
2018 Ad Valorem Tax	\$8,177.03	\$8,177.03	8.18	\$24,759.36
2019 Ad Valorem Tax	\$30,308.05	\$30,308.05	18.91	7224.42
2020 Ad Valorem	\$571.76	\$571.76		
Collection Fees: Marshall				
Collection Fees: Mars Hill				
Collection Fees: Hot Springs				
Sale of Tax Maps				
Tax Office Copies				\$32.50
Returned Check				
Refunds/Overpayment of Taxes	\$552.74	\$552.74		\$31.88
Contra: Returned Check				
Sale of Foreclosed Property	\$2,000.00	\$2,000.00	13.33	
Contra: Foreclosed Property Expenses				(\$40,488.27)
Sales Tax/Video Programming				
Sales Tax	\$347,563.43	\$347,563.43	9.14	(\$644,760.52)
Gas Tax Refund/State				\$23,647.64
Payment in Lieu of Taxes				
Forest Service Timber Sales				
Clerk of Court	\$75.06	\$75.06	6.26	\$175.99
Board of Elections				\$55.35
Register of Deeds	\$40,024.25	\$40,024.25	12.25	\$31,417.75
Sheriff's Department	\$118,664.48	\$118,664.48	8.87	\$14,887.80
Emergency Management				
Inspections	\$6,867.50	\$6,867.50	3.70	\$24,635.72

Department	MTD	YTD	% OF BUDGET	YEAR TO DATE 6/20
Animal Control	\$2,590.00	\$2,590.00	13.63	\$338.00
Transportation				\$2,768.79
Cooperative Extension Service				
Soil & Water Conservation				
Grant Revenues/JCPC/DJIDP	\$78.00	\$78.00	0.04	\$3,969.55
Health Department	\$75,938.18	\$75,938.18	4.55	\$124,597.49
Medicaid Hold Harmless Tax				
Social Services	\$69,293.00	\$69,293.00	2.83	\$219,909.83
AFDC				
Foster Care	\$35,548.51	\$35,548.51	3.43	\$56,645.60
Medical				\$370.00
Adoption				
Child Support Enforcement	\$8,143.68	\$8,143.68	7.17	\$198.64
In Home Aides				
Beech Glen Center				\$235.00
Nutrition				
State Lottery Funds/Education				
Library	\$7,200.25	\$7,200.25	7.21	\$7,588.75
Parks & Recreation	1720	\$1,720.00	17.55	\$5,560.00
Interest Earned	\$489.92	\$489.92	1.92	\$12,036.01
Rent of County Property	\$4,127.50	\$4,127.50	5.68	\$4,175.00
Finance/Other				
Miscellaneous Income	0.18	\$ 0.18	0	
Fund Transfer In				
Transfer In - Fund 23 CDBG				
Transfer In - Fund 38 QSCB				
Totals	867,066.17	867,066.17	3.35	\$87,280.24

GENERAL FUND EXPENDITURES

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 7/19
Governing Body	\$15,752.02	\$15,752.02		15.62	\$7,004.23
Finance Office	\$45,520.64	\$45,520.64	\$ 52,300.00	7.58	\$48,648.15
Tax Collector	\$11,095.07	\$11,095.07		3.82	\$12,390.90
Tax Supervisor	\$11,641.86	\$11,641.86		4.62	\$10,428.18
Land Records					
Professional Services					
Court Facilities	\$500.00	\$500.00		1.43	\$250.00
Board of Elections	\$23,070.20	\$2,370.22	\$ 13,073.93	7.47	\$31,019.79
Register of Deeds	\$10,119.56	\$10,119.56		3.59	\$9,936.07
Register of Deeds- Automation					
Maintenance	\$22,705.66	\$22,705.66		3.99	\$16,779.90
Sheriff's Department	\$263,035.52	\$263,035.52	\$ 366.68	7.16	\$223,018.96
Emergency Management	\$5,573.54	\$5,573.54		5.73	\$5,101.70
911 Dispatchers	\$38,651.50	\$38,651.50		6.14	\$34,316.89

DEPARTMENT	MTD	YTD		% OF BUDGET	YEAR TO DATE 7/19
Fire Contract/Forest Service					
Inspections	\$17,152.52	\$17,152.52	\$1,659.72	7.63	\$16,920.90
Economic Development	\$6,136.43	\$6,136.43	\$880.91	5.54	\$5,255.52
Medical Examiner	400	\$400.00		3.2	
Ambulance Service Contract	\$141,250.00	\$141,250.00	\$1,572,083.33	8.3	
Animal Control	\$19,023.33	\$19,023.33	\$2,270.90	6.04	\$14,292.34
Transportation - Admin	\$999.27	\$999.27		7.03	\$8,221.75
Transportation - Operating	\$22,971.93	\$22,971.93	\$2,734.00	5.67	\$40,574.78
Transportation - Capital Outlay					3991.25
Transportation - EDTAP					\$54.90
Planning & Development	1,440.00	\$1,440.00		0.75	\$2,882.27
Information Technology	11,040.79	\$11,070.79	\$1,935.00	4.81	\$7,833.86
Cooperative Extension	3,835.21	\$3,835.21	\$2,206.45	1.47	\$4,965.76
Soil & Water	\$9,105.76	\$9,105.76		6.74	\$9,607.21
Health Department	\$241,248.71	\$241,248.71	\$7,659.00	8.25	\$173,469.54
Smart Start					
Management Admin.	\$1,239.00	\$12,339.00		2.86	\$198.00
Social Services	\$163,403.43	\$163,403.45	\$3,225.00	5.14	\$178,975.06
AFDC	943.08	\$943.08		11.79	\$800.13
Special Assistance					\$8,479.50
State Foster Care					
IV-E Foster Care					
Medical Assistance Program					
Adoption Assistance	\$2,722.38	\$2,722.38		1.72	\$6,148.35
Crisis Intervention					
Child Support	\$5,522.63	\$5,522.63	\$14,000.00	4.23	\$6,022.03
In Home Aides	\$10,981.48	\$10,981.48		5.37	\$11,669.67
Nutrition	\$25,832.85	\$25,832.85	\$56,164.92	6.23	\$18,240.90
Education					
A-B Technical College	\$9,542.00	\$9,542.00		8.33	
Bank Charges					
Library	\$29,885.66	\$29,885.66	\$5,685.00	5.99	\$22,619.35
Parks & Recreation	\$6,051.46	\$6,051.46		5.28	\$7,421.24
Cares Act Funding	\$41,030.31	\$41,303.31			
Debt Services					
Debt Services Interest					
Fund Transfer In/ Landfill & Library					
Fund Transfer Out/Revaluation					
TOTALS	\$1,235,928.99	\$1,235,928.99	\$ 1,736,244.84	4.76	\$952,301.80

LANDFILL FUND

REVENUES	MTD	YTD	% OF BUDGET	YEAR TO DATE 07/19
Transfer From Fund Balance				
Landfill Miscellaneous Fees				
Returned Check Fees				
Surplus Property Proceeds				
State Tire Disposal Fee				
Local Tire Disposal Fee	\$326.00	\$326.00	65.2	\$14.00
White Goods Tax				
Sale of White Goods	\$2,025.50	\$2,025.50	16.88	\$16.88
Household Hazardous Waste		\$1,088.42	77.74	\$626.50
Temporary Disposal Cards	\$17,084.86	\$17,084.86	81.36	\$1,447.00
Duplicate Disposal Cards	\$1,630.00	\$1,630.00	163	\$40.00
Landfill Disposal Cost Fees	\$10,878.22	\$10,878.22	7.81	
Landfill Sale of Recyclables	\$3,185.64	\$3,185.64	15.93	\$5,522.64
Nuisance Tires				
Disposal Cards	\$12,466.49	\$1,246.49	0.72	\$8,377.81
Construction Demolition	\$3,181.29	\$3,181.29	4.33	\$59,313.88
Solid Waste Disposal Distribution				\$17,267.94
Grant/State				
Electronics Management				
Electronics (County)	\$1,320.00	\$1,320.00	44	
Interest				
Totals	\$52,098.00	\$52,098.00	2.54	\$5,452.16

EXPENSES:	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 7/19
Landfill	\$99,632.84	\$99,632.84	\$700,361.64	5.58	\$89,322.18
Recycling	\$16,185.59	\$16,185.59	\$12,893.43	6.89	\$13,889.13
Scrap Tires	\$233.40	\$233.40		0.93	\$322.90
White Goods					
Closure/Post Closure					
Totals	\$116,051.83	\$116,051.83	\$713,255.07	5.66	\$103,534.21

The following claims have been submitted to and paid by Madison County Finance for the month of July, 2020.

18 N MAIN	250.00
3SI SECURITY SYSTEMS INC	216.00
A-B TECHNICAL COMMUNITY COLLEGE	9,542.00
ACTION LOCK COMPANY	180.00
AMAZON.COM	10,353.58
TIM AMMONS	16.31
ANCHOR QEA OF NC	2,901.13
ANDA INC.	279.76
APPALACHIAN PROTECTIVE SERVICES	285.00
JANICE ARRINGTON	30.36
ASHEVILLE BOLT AND SCREW	34.79
ASHEVILLE COMMUNICATIONS	8,338.79
ASHEVILLE FIRE PROTECTION CO., INC.	259.28
ATLANTIC MEDICAL SOLUTIONS	269.56
AXON ENTERPRISE	1,543.28
B FIRE SAFE INC.	136.96
BAILEY'S NAPA AUTO PARTS	174.18
BAKER & TAYLOR BOOKS-550404	1,489.79
DAVID BRIAN BALL	325.00
SHARON BALL	12.60
BAPTIST CHILDREN'S HOME OF NC	27,682.94
BARIUM SPRINGS HOME FOR CHILDREN	4,656.80
CHARLES BECKER	365.04
TERRY BELLAMY	31.05
SCOTT BOONE	46.44
BOWMAN HARDWARE	5.29
BRANDI NICHOLE FAMILY ENRICHMENT (581.00
MARCI BRATZ	50.40
SHANNON BRAZIL	36.68
D WAYNE BRIGMAN	400.00
JOHN BRIGMAN	1,000.00
BRUSH CREEK ELEMENTARY SCHOOL	623.50
BUCKNER OIL CO.	4,515.24
BY PASS AUTOMOTIVE	597.28
CAROLINA SOFTWARE INC	533.75
KRYSTAL CARPENTER	667.00
RAY CARTER	31.69
SHAWNA CARTER	1,200.00
RICKIE CARVER	291.60
EVELYN CASSIDY	148.96
CELLEBRITE INC.	3,700.00
CENTER POINT LARGE PRINT	140.02
CHAMPION SUPPLY	3,149.62
JEREMY CHANDLER	479.00
MEGAN CHANDLER	400.78
CHANGE HEALTHCARE	102.84
CHARTER COMMUNICATIONS	2,556.00
CHILDREN'S HOME SOCIETY OF NC, INC	1,564.00
CNA SURETY	1,450.00
COLONIAL BANKNOTE COMPANY	122.85
COMMUNITY EYE CARE	5,000.70
COMMUNITY HOUSING COALITION OF M,	12,339.00
COVETRUS	38.90
ROBERT CULTON	1,126.00
CUREMD	698.00
CUSTOM DATA PROCESSING	1,240.00
DAVID G GRAY, TRUSTEE	71.66
WAYNE DENTON	100.00
DERINGER-NEY, INC	464.45
BETTY DIETZ	67.20
DISH NETWORK	198.92

DIVISION OF WASTE MANAGEMENT	7,900.00
DODSON PEST CONTROL	547.20
DOLLAR TREE	47.08
DUKE ENERGY PROGRESS	618.57
MADISON DURHAM	7.20
EASTERN DATA	378.96
ECOLOGICAL SERVICES AND MARKETS	3,970.00
ELECTION SYSTEMS & SOFTWARE, INC.	13,845.26
ELIADA HOME FOR CHILDREN	417.06
EPIPHANY COMMUNITY SERVICES INC	2,125.00
ESRI	4,449.75
EXXON QUICK STOP	54.93
FAMILIES FIRST SUPPORT SERVICES	581.00
FAMILY DOLLAR STORE	31.07
FAMILY PRESERVATION SERVICES	581.00
FAMILY RESOURCES OF RUTHERFORD C	4,516.00
FERGUSON ENTERPRISES #1271	1,099.95
FIRST CITIZENS BANK	100.00
FLOW, LLC	3,119.59
PATRICIA FRANKLIN	35.00
FRENCH BROAD EMC	17,149.16
FRIENDS OF HOT SPRINGS LIBRARY	900.00
FRONTIER	6,008.57
GALLS INCORPORATED	2,764.17
NORRIS GENTRY	440.00
GFL ENVIRONMENTAL	21,220.82
KAREN GLENN	64.68
CRAIG GOFORTH	720.00
BOBBY GOSNELL	475.00
GOULD KILLIAN CPA GROUP, P.A.	4,150.00
GRANTS SERVICE	171.77
GREENVILLE NEWS/ CITIZEN-TIMES	484.04
GRIFFIN WASTE SERVICES	1,271.15
GULF STATE DISTRIBUTIONS	2,110.03
HARRIS	22,732.12
CONNIE M HARRIS	330.30
HAYWOOD COMMUNITY COLLEGE	361.26
HEADRICK OUTDOOR MEDIA	375.00
HEALTHFIRST	747.05
HEMOCUE, INC.	153.72
HENRY SCHEIN INC	1,159.10
HIGH COUNTY VAPOR	5,000.00
HIPPS STONE	1,417.75
HOBART SERVICES	1,319.99
HEATHER HOLDREDGE	72.90
CADE HOOKER	20.00
HOPE FOR THE FUTURE	265.00
STACE HORINE	1,666.67
HOT SPRINGS ELEMENTARY SCHOOL	623.60
SHAWN HOWELL	48.72
MEGAN HUNTER	475.00
JEFF HYDER	1,440.00
IMAGE DENTAL ARTS, INC	991.75
INCLUSION SOLUTIONS, LLC	869.00
INGLES STORES #28	630.28
INSURANCE SERVICES OF ASHEVILLE IN	3,080.00
ISGETT DISTRIBUTORS, INC	302.67
J D GOSNELL TRUCKING	26,529.90
JAMES RIVER EQUIPMENT	174.28
ANGELA KEITH	11.76
KEN WILSON FORD	308.07
LABORATORY CORP.OF AMERICA	23.10
LANCASTER LAW FIRM PLLC	14.83
LAND OF SKY REGIONAL COUNCIL	5,703.50
LAUREL COMMUNITY CENTER ORGANIZ/	125.00
LAUREL VOLUNTEER FIRE DEPT	125.00
LD PRODUCTS	174.98

JEFFREY LEACH	200.00
LEADSONLINE	2,128.00
KARY LEDFORD	35.10
NATHALIE LEE	200.00
RAY LEWIS	406.00
LEXIS NEXIS	234.43
LIGHTHOUSE FIRE ALARM SERVICES	3,773.65
KEITH LINDBERG	134.17
HERBERT LIPE	4.74
EMILY LOVE	26.50
LOWELL MERRILL	4,200.00
LOWES BUSINESS ACCOUNT	1,963.09
LUTHERAN FAMILY SERVICES	634.00
MADISON AUTO CARE	62.66
MADISON CO TAX COLLECTOR	250.00
MADISON COUNTY DSS	10.25
DENTAL CLINIC	3,110.47
MADISON COUNTY TAX COLLECTOR	1,133.78
MADISON EARLY COLLEGE	623.50
MADISON HIGH	623.50
MADISON MEDICS	141,250.00
MADISON MIDDLE SCHOOL	623.60
MADISON PHARMACY	12,770.93
MAHEC	86,786.00
MICHAEL C. MANEY	144.45
MANHATTANLIFE ASSURANCE COMPANY	765.51
MARKETING ALLIANCE	450.00
MARS HILL BAPTIST CHURCH	50.00
MARS HILL EARLY CHILDHOOD EDUCATI	207.84
MARS HILL ELEMENTARY SCHOOL	623.50
MARSHALL EARLY CHILDHOOD EDUCATI	207.84
MARSHALL HOUSING AUTHORITY	50.00
TOWN OF MARSHALL	5,929.02
AMY MASSEY	16.20
LIAM MATHESON	634.00
RICK AND CYNTHIA MCDARIS	96.83
MCGILL ASSOCIATES, P.A.	4,250.00
DAVID MCKINNEY	634.00
THE INDIGO PROPHET	3,268.11
SANDI METCALF	71.10
MIDDLE LAUREL CHURCH OF GOD	200.00
MIDWEST TAPE	361.51
STEVE MILLER	62.72
MISSION HOSPITALS INC.	116.40
MOUNTAIN VALLEY SPRING WATER	137.20
N.C. DEPARTMENT OF ADMINISTRATION	270.00
NC DHHS OFFICE OF THE CONTROLLER	80.00
NC A&T STATE UNIVERSITY	6,913.88
NC CHILD SUPPORT	673.84
NC DEPARTMENT OF ADMINISTRATION	467.95
NC DEPARTMENT OF PUBLIC SAFETY	304.00
NC DEPT OF REVENUE	13,944.10
NC DMV	18.00
NC LICENSING BOARD	189.00
NC RADIATION PROTECTION SECTION	489.00
NC SHERIFF'S ASSOCIATION	464.42
NC STATE BUREAU OF INVESTIGATION	4,298.00
NCACBSS	300.00
NCACC	2,960.00
NCACC/NCCL	44,424.00
NCACDSS	693.00
NCALHD	1,312.74
RALPH NORTON	249.30
NORTON TIRE	299.00
NTA INC	249.60
O A GREGORY INC	1,887.60
OFFICE DEPOT	3,506.27

OLD CREEK GENERAL STORE	27.35
PARKER FARM SUPPLY, INC.	384.30
PATTERSON DENTAL SUPPLY	36.63
LISA PAYNE	250.00
PCARD-FIRST CITIZENS	9,635.85
PERSONNEL CONCEPTS	3,878.72
PITNEY BOWES	2,749.55
PLASTICPLACE	270.90
PLAZA BURGER PARLOR	94.20
DAWSON AND ELIZABETH PLIMPTON	880.00
DEBBIE PONDER	35.00
DANIEL PORCHE	20.00
RACHEL POTTER	9.90
PRIME HEALTH SERVICES	41,101.01
PRIORITY DISPATCH CORPORATION	365.00
SUSAN PROCTOR	19.85
KATHY PROFFITT	188.90
PROVIDENCE IMAGING CENTER	368.90
MARK PULLIUM	500.00
PURCHASE POWER	1,893.29
QUILL CORPORATION	738.48
RADIO COMMUNICATION COMPANY	13,534.19
MARTHA RAMSEY	400.00
READ'S UNIFORMS, INC	414.63
REGISTER OF DEEDS' SUPPLEMENTAL F	154.40
REPUBLIC SERVICES	1,050.11
VELDA RICE	36.72
RICK'S AUTO PARTS INC.	1,892.32
ROBERT ADAMS, DDS	800.00
ROBERTS & STEVENS	4,560.00
LUANNE ROBERTS	137.70
SAM'S CLUB DIRECT	1,444.20
SCHOOL HEALTH CORPORATION	711.59
DELILAH SELF	125.00
SEON SYSTEM SALES, INC	1,601.26
SERVICEMASTER PBM, INC.	4,754.00
KEITH SHELTON	45.85
ORVAL SHELTON	80.64
TAMMY SHELTON	2.91
SHRED IT	84.75
JAYLAN SILVERS	634.00
SISTER OF MOTHER EARTH	2,430.00
SISTERS OF MERCY HEALTH DESIGNS	1,004.00
DYATT F SMATHERS	350.00
DEANA SMITH	4.87
MARK SNELSON	400.00
SANDRA STANLEY	68.32
STATE LIBRARY OF NORTH CAROLINA	3,839.45
EDWARD STAVISH	53.20
DEANA STEPHENS	15.75
STEPS FOR SUCCESS	1,290.00
BERRY STINES	252.00
SURRY INSURANCE	115,773.00
SYSCO FOOD SERVICES KNOXVILLE	2,057.90
KATELYN TAGG	612.87
TELELANGUAGE	48.46
TERMINIX SERVICE	665.85
THE AMERICAN LEGION	1,440.00
THE HARDWARE AT MARS HILL	19.17
THE LAW FIRM OF JAMIE STOKES	1,790.55
THE NEWS RECORD AND SENTINEL	76.86
THE SNOWDEN COMPANY, LLC	7,459.00
THE SWEET MONKEY	5,000.00
THOMPSON FC	2,866.00
TIMBER RIDGE TREATMENT CENTER	634.00
MONRO MUFFLER BRAKE, INC	1,070.28
SANDRA TOLLEY	326.00

TOP LINE TROPHIES	5.08
TOSHIBA BUSINESS SOLUTION	13,149.91
TRACTOR SUPPLY CO	320.78
BLUE MOUNTAIN STORAGE	600.00
TSA CHOICE	3,749.06
TUCKER ADMINISTRATORS, INC.	40,946.71
U.S. BANK VOYAGER FLEET SYSTEMS IN	8,725.58
U.S. CELLULAR	1,034.41
U.S. TIRE RECYCLING, L.P.	1,539.24
UNC SCHOOL OF GOVERNMENT	3,034.25
UNIFIRST CORPORATION	452.19
UNITED REFRIGERATION, INC	29.17
UNITED STATES POSTAL SERVICE	130.57
US FOODS	8,652.68
US POSTAL SERVICE	76.00
VALUE PRINT OF MARS HILL	6,380.67
VERIZON	840.10
VERIZON BUSINESS	60.69
WAGON WHEEL RESTAURANT	15,134.25
CHRISTA ANN WALLIN	35.00
JERRY WALLIN	350.00
WALMART COMMUNITY	688.69
WALNUT SERVICE CENTER	4,423.79
WASTE PRO -ASHEVILLE	391.93
MATTHEW WECHTEL	400.00
WEX BANK	5,403.14
WHBK RADIO	1,000.00
DONNA WHEELER	187.16
SHEILA WHITTINGTON	45.00
TONI WILDE	9.78
HAZEL WILLIS	5,100.00
WLOS - TV	8,010.00
ROSS YOUNG	500.00
ZINK OUTDOOR POWER EQUIP	397.06
Grand Total:	1,035,354.48

Presented to the Madison County Board of Commissioners.

Kary Ledford
Deputy Finance Officer

COUNTY MANAGER'S REPORT

August 11, 2020

Please refer to the specific items included with this report as attachments:

Update from Connie Harris, DSS Director

Terry Bellamy, Community and Economic

Development Director presented earlier an

Excellent update

Email from Inspections and Zoning

Commission Chair, Dr. Goforth and I had our first joint Chairman/Manager Department Heads Meeting in this room last Monday. There will now be a Regular scheduled session on the first Monday of every month.

Forrest Gilliam Contract is on schedule. If you have any questions about the terms of the Consultant Contract the BOC made with Forrest on March 13, 2020 I have a copy with me tonight.

Census "Coming to town". Yesterday the US Census began operating a mobile Census Center in Madison County. We are only one of three counties in all of NC to have this service. Having the best possible Census is vital for many reasons. Outreach efforts will continue with multiple institutions and agencies to assist with the completion of the Census.

Work is underway on the construction of the "safe room" for Covid-19 and other test and the Health Dept. Please contact Tammy Cody, Health Department Director if you would like to check it out. This project is funded through Cares Act resources.

Preparations for the mailing of the tax bills are on schedule. Ongoing planning for the operations of the Old Ingles during the election and tax collection time.

Brooke Ledford, Human Resources Director has begun the process of updating our Employee Handbook to Model after the North Carolina Standard handbook.

I have begun the process of developing a timeline and process for reviewing all the ordinances for the county. This will be a major activity. The preliminary Plan will be presented for your review prior to our September Regular Meeting.

From this Meeting forward you will be given a written report at each Regular and Work Session Meeting.

**RESOLUTION ALTERING THE REGULAR MEETING SCHEDULE OF THE
MADISON COUNTY BOARD OF COMMISSIONERS**

THAT WHEREAS the Madison County Board of Commissioners, (hereinafter "Board") has heretofore adopted a Resolution which said Resolution is on file with the Clerk to the Board which establishes the regular monthly meetings of the Board to occur at 7:00 p.m. on the second (2nd) Tuesday of each consecutive month, with said meetings to be held in the auditorium of AB Tech, Madison Campus, located at 4646 US Hwy 25-70, Marshall, NC; and

WHEREAS it has become necessary to change the regular monthly meeting location for the September, October, November, and December, 2020, regular monthly meetings due to a State and local State of Emergency and COVID-19 and the regularly meeting space being temporarily unavailable.

WHEREAS it is incumbent upon the Board to follow the appropriate statutory procedure to alter its regular meetings which said procedure includes, without limitation, the following:

1- The adoption of a revised schedule of regular monthly meetings at least 7 days before the first (1st) meeting occurs under the revised schedule (NCGS §143-318.12(a)(4)).

2- The filing of the revised regular meeting schedule with the Clerk to the Board (NCGS §143-318.12(a)(2)).

3- The posting of the revised meeting schedule on the Board's website (NCGS §143-318.12(d)).

4- The posting of notice of the temporary change at or near the Board's regular meeting place (AB Tech) (NCGS §153A-40(a)).

5- Notification to all persons or entities that have requested information of the Board's meetings of the change.

NOW THEREFORE, be it **RESOLVED** by the Madison County Board of Commissioners as follows:

1- That the regular monthly meetings of the Board commencing in September, 2020 will be as follows:

a) The September meeting will be on the 8th day of September, 2020, the October meeting will be on the 13th day of October, 2020, the November meeting will be on the 10th day of November, 2020, and the December meeting will be on the 8th day of December, 2020, each commencing at 7:00 o'clock p.m. at the North Carolina Cooperative Extension Office – Madison County Center, located at 258 Carolina Lane, Marshall, North Carolina. It is further resolved that the Clerk to the Board shall take the following actions:

- a- Immediately receive and file, within the Clerk's records, this Resolution.
- b- Immediately post this Resolution on the Board's website.
- c- Immediately post a copy of this Resolution at or near the Board's regular meeting place at AB Tech.
- d- Immediately notify all persons or entities that have requested information regarding the Board's meetings.

Resolved this the 11th day of August, 2020. Signed this the 11th day of August, 2020.

Craig D. Cojath
Chairman
Madison County Board of Commissioners

Attest:

[Signature]
Clerk
Madison County Board of Commissioners

CERTIFICATION

The undersigned Clerk to the Madison County Board of Commissioners does by execution hereof certify the foregoing to be a true and accurate copy of action taken by said Board as stated therein. WITNESS my hand and seal.

[Signature]
Clerk
Madison County Board of Commissioners

(SEAL)

STATE OF NORTH CAROLINA
Department of
Agriculture and Consumer Services

\$ 283,267
Total Cooperative
Appropriation

\$ \$171,305
State 65%

\$ 92,241
County 35%

\$ 19,721
Smokechaser
Position 100%

\$ 111,962 County Total

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

THIS AGREEMENT, made under authority of "An act to authorize Counties to cooperate with State in Forest Protection, Reforestation and promotion of Forest Management," **Article 75 of Chapter 106, G.S. 106-895 through G.S. 106-910, by Session Laws 2011-145, s. 13.25(p), effective July 1, 2011**, and also under authority of the North Carolina Department of Agriculture and Consumer Services (hereinafter Called the Department), party of the first part, and the Board of Commissioners of **MADISON COUNTY** in the State of North Carolina (hereinafter called the Board), party of the second part, witnesseth:

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

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

Part I. THE DEPARTMENT AGREES:

1. To select and employ a County Forest Ranger for the purposes of controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland and field fires; for enforcing State forest fire laws; for taking such preventive measures, educational and otherwise, as shall seem necessary to prevent forest fires; for developing and improving the forests through reforestation, promotion and practice of Forest Management practices; and for protection from insects and diseases.
2. To furnish to each Forest Ranger so employed a badge of office, stationery and report forms, instructional posters for use in the County, leaflets for distributing

to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements deemed necessary insofar as the joint funds will permit.

3. To pay the Forest Ranger for all official services rendered at a fair rate of pay. Rates of pay are to be established by the Department in accordance with existing State salary schedules.
4. To direct, supervise, instruct, and inspect, through its agents, the work and conduct of the Forest Ranger, to discipline and, when necessary, discharge such Forest Ranger.
5. To submit to the Board of Commissioners monthly (or at other mutually satisfactory intervals) an itemized statement of all monies to be paid by the County and those paid by the Department for the proper conduct of the work within said County.
6. To make available annually from State, Federal, and other funds allotted to it, the sum of **ONE HUNDRED SEVENTY-ONE THOUSAND THREE HUNDRED FIVE DOLLARS (\$171,305)** as its share of an annual budget of **\$283,267** for carrying on the work in said County.

Part II. THE BOARD AGREES:

1. To pay to the Department 100% of the cost of the Smokechaser's salary, 35% of the total cost of the Forester or Forest Ranger salaries and expenses and of other proper expenditures made in connection with the over-all Forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.
2. To appropriate annually the sum of **ONE HUNDRED ELEVEN THOUSAND NINE HUNDRED SIXTY-TWO DOLLARS (\$111,962)** which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget.

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

1. That this Agreement becomes effective July 1, 2020, and lasts through June 30, 2021.
2. Payments made for services rendered in a prior contract period will apply toward the contract period in which the services were rendered and not toward the contract period when the payments are made.
3. That the annual appropriations as set forth above may be revised by mutual agreement between the Department and Board, based on the amount of annual appropriation desirable for the proper conduct of the Forestry work, such revision to become effective at the beginning of a given Fiscal Year. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties.
4. That the Board reimburse the Department as provided in Part II, Item 1, by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's periodic

statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.

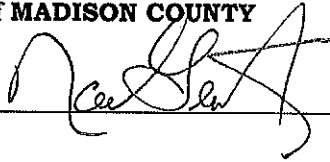
5. The title to all improvements and equipment purchased and/or constructed in connection with this Agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this Agreement is in effect, or as long as they are needed by the Department for the proper conduct of the work therein.
6. That the Forest Ranger periodically or at the request of the Board, shall present to the Board statements of the work being done within the County, so that said Board may be fully informed at all times regarding the Forestry finances and activities within the County.

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

For the Board of County Commissioners of **MADISON COUNTY**

Date

August 11, 2020

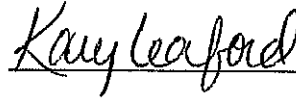


County Manager

Provisions for the payment of the monies to fall due under this Agreement have been made by appropriation duly made or by bonds or notes duly authorized, as required by the County Fiscal Control Act.

Date

August 11, 2020



County Finance Officer

For the North Carolina Department of Agriculture and Consumer Services

Date _____

_____ Signature

N. David Smith
Chief Deputy Commissioner