

State of North Carolina

Minutes

County of Madison

The Madison County Board of Commissioners met in regular session on Tuesday, October 13, 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, Commissioners Matt Wechtel and Wayne Brigman, County Attorney Donny Laws, and Clerk Mandy Bradley.

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

Agenda Item 1: Agenda Approval

Commissioner Goforth requested the addition of the following items:

Item 10g-Sheriff's Office Service Weapon Sale

Item 10h-Political Sign Placement on County Property

Upon motion by Commissioner Gentry and second by Vice-Chairman Snelson, the Board voted unanimously to approve the amended agenda.

Agenda Item 2: Approval of September 4, 2020 (Special) and September 22, 2020 (Regular) Minutes

Upon motion by Commissioner Wechtel and second by Commissioner Gentry, the Board voted unanimously to approve the minutes as submitted.

Agenda Item 3: Public Comment

No public comment was available to be heard by the Board.

Agenda Item 4: Public Hearing-Community Development Block Grant

a. Community Development Block Grant Funding Presentation-Terry Bellamy

Ms. Bellamy presented a power point presentation, discussed funds available to curtail the Coronavirus from the Community Development Block Grant Coronavirus Program, as well as took questions from the Board regarding the program. Information discussed with the Board included funds available, stipulations of funding, key components, timeline for the application, residents served by the program, and grant writers from Dogwood Trust who would be assisting.

Upon motion by Commissioner Gentry and second by Vice-Chairman Snelson with discussion being had by the Board, the Board voted unanimously to open the public hearing.

b. Public Comment

Willa Wyatt-Ms. Wyatt spoke on behalf of Anderson Rosenwald School for consideration of funding from the grant. (Attachment 4.2)

c. Discussion

Discussion was had by the Board regarding the grant.

d. Consideration of Approval

Discussion was had by the Board and council was provided by County Attorney Donny Laws. Discussion regarding the timeline for the grant including the need for a ten day public notice for the advertisement for the second public hearing for the grant as well as information pertaining to the second hearing to be scheduled on November 10, 2020 was had by the Board.

Upon motion by Commissioner Gentry and second by Vice-Chairman Snelson, the Board voted unanimously to close the public hearing.

Agenda Item 5: Angela Garner, Vaya Health

Ms. Garner presented information and discussed the Vaya Health COVID-19 update with the Board as well as gave Board members a chance to ask questions regarding the update. Information discussed included mental health services, individuals served, changes to billing systems to provide services through telehealth and telephonic visits, distribution of cellular devices to members, funding received and how it is being used, service to uninsured and underinsured individuals, and services provided.

Agenda Item 6: Caleb Dispenza, Emergency Services Director

Mr. Dispenza presented a power point presentation and discussed information regarding emergency communication towers and equipment on Rich Mountain. Information discussed included the need to replace equipment including the fire and EMS portion of the repeater at Rich Mountain. Also discussed with the Board by Mr. Dispenza were areas served by Rich Mountain as well as the current equipment that is there. Mr. Dispenza then presented three quotes for the proposed upgrades and noted that the Fire Chiefs in the county have recommended the quote from Radio Communications Company as the most capable option. He discussed the way that the equipment noted on each quote works, how new equipment will be installed, the timeline for installation, maintenance, coverage area, and equipment warranty.

Discussion was had by the Board and questions from the Board were answered by Mr. Dispenza.

Upon motion by Vice-Chairman Snelson and second by Commissioner Gentry, the Board voted unanimously to go with RCC as recommended.

Discussion was had by the Board.
(Attachment 6.1)

Agenda Item 7: Terry Bellamy, Community and Economic Development Director

Ms. Bellamy presented and discussed information regarding high speed internet and expansion of broadband service in Madison County. Information included the request for issuance of an RFP (Request for Proposal) for consideration of broadband in the county. Council was provided by County Attorney Donny Laws.

Upon motion by Commissioner Gentry and second by Commissioner Wechtel the Board voted unanimously to approve.

Ms. Bellamy also presented information to the Board regarding the request for the development of a Broadband Committee in Madison County. Ms. Bellamy noted that the committee would report to the Economic Development Board to look at the issue of Broadband maps to see where there is coverage, where coverage needs to be increased, to increase the level of deployment, increase the number of users, and increase the number of people with access.

Discussion was had by the Board.

Upon motion by Commissioner Wechtel and second by Commissioner Gentry, the Board voted unanimously to approve.

Agenda Item 8: Brooke Ledford, Human Resources Director

Ms. Ledford presented information regarding the request for implementation of Employee Appreciation Day which would be an additional holiday granted to employees to be used between November 1, 2020 and January 4, 2021 in lieu of the annual holiday meal which is not possible due to COVID-19.

Discussion was had by the Board and Ms. Ledford answered questions from Board members.

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

Agenda Item 9: Kary Ledford, Interim Finance Officer

a. Budget Amendment #4

Ms. Ledford presented and discussed information with the Board as well as answered questions from board members regarding Budget Amendment #4.

Discussion was had by the Board and council was provided by County Attorney Donny Laws regarding the payment of Home Owner Association Fees for tax foreclosed surplus property owned by the county.

Upon motion by Commissioner Wechtel and second by Vice-Chairman Snelson, the Board voted unanimously to accept Budget Amendment #4 to be modified to exclude the payment of HOA fees on tax foreclosed properties. (Attachment 9.1)

b. September Financial Report

Ms. Ledford presented and discussed the September Financial Report with the Board. (Attachment 9.2)

Agenda Item 10: Norris Gentry, Commissioner/Interim County Manager

a. County Manager's Report

Commissioner Gentry discussed the state tax revenue report with the Board. He noted that the revenue shows an increase from the same month last year and the amount of items being purchased online from internet sales made in the county.

The schedule for work sessions to be held on the fourth Tuesday for the Board of Commissioners was also discussed with the Board by Commissioner Gentry. Discussion was had by the Board regarding the time of day to begin the meetings. The next meeting was scheduled for October 27, 2020 to begin at 5:30 p.m. to be held in Room 26 located at the County Administration Building.

Information regarding the playground at the Health Department was discussed with the Board by Commissioner Gentry. He noted that safety procedures as well as parking for the playground are being considered along with a plan to proceed with playground installation. Discussion was had by the Board.

Commissioner Gentry invited Craig Sullivan with Madison Medics to present an operational update to the Board. Mr. Sullivan presented information regarding the transition of service in the past three months and the need for a garage at the Marshall base as well as took questions from the Board.

Commissioner Gentry noted that the installation of the Charters of Freedom has moved forward, but that there are concerns at the site which has been selected at the Courthouse due to the need to remove curbing at the site and concerns regarding the weight of the setting on the lawn due to the structural composition below the lawn. Discussion was had by the Board regarding the possibility of alternate sites for the setting.

The Vaya Health update was provided to the Board by Commissioner Gentry.

b. Solid Waste Equipment

Mr. Gentry noted that the solid waste equipment would be presented at the next meeting.

c. Service Contract-Administration Building

The UniFirst Service Contract for the Administration Building was presented to and discussed with the Board by Commissioner Gentry. Discussion was had by the Board.

Upon motion by Vice-Chairman Snelson and second by Commissioner Wechtel, the Board voted unanimously to approve. (Attachment 10.3)

d. Barnard Park Right of Entry Agreement

The Barnard Park Right of Entry Agreement was presented and discussed with the Board by Commissioner Gentry for the continuing work on Barnard Bridge.

Discussion was had by the Board.

Upon motion by Commissioner Wechtel and second by Commissioner Brigman, the Board voted unanimously to continue the agreement. (Attachment 10.4)

e. Community Development Block Grant

Commissioner Gentry presented and discussed information regarding the Community Development Block Grant for the acceptance of the reissuance of funds in the amount of \$8,421.91 for a project completion.

Upon motion by Vice-Chairman Snelson and second by Commissioner Wechtel, the Board voted unanimously to approve.
(Attachment 10.5)

f. School Nurse Contract

The School Nurse Contract was presented and discussed with the Board by Commissioner Gentry for the continuance of school nurse services.

Upon motion by Commissioner Gentry and second by Commissioner Brigman, the Board voted unanimously to approve.
(Attachment 10.6)

g. Sheriff's Office Service Weapon Sale

Commissioner Gentry presented and discussed information regarding the purchase of service firearm by retired Sheriff's Deputy Jeffrey Neil for \$1.00.

Upon motion by Vice-Chairman Snelson and second by Commissioner Wechtel, the Board voted unanimously to approve.
(Attachment 10.7)

h. Placement of Political Signs on County Property

Commissioner Wechtel discussed the placement of political signs on county property and potential hazards to traffic utilizing the services of Solid Waste Convenience Centers in the county. Council was provided by County Attorney Donny Laws. Discussion was had by the Board and further council was provided by Mr. Laws with the agreement that signs would be placed five feet from the gates of the centers and that it would only be in effect at Convenience Centers, not other county owned properties.

Commissioner Wechtel requested to go back to Item 10a to note the sales tax revenue. He discussed the benefit that the County has when residents purchase goods online in County versus going out of County to purchase items with sales tax revenue coming back to Madison County. He also noted that the Economic Development Board is discussing a campaign to show the benefits of in county purchases.

Upon motion by Chairman Goforth and second by Commissioner Gentry the Board voted unanimously to enter into closed session pursuant to NCGS 143-318.11 (a)(4).

Upon motion by Commissioner Gentry and second by Chairman Goforth, the Board voted unanimously to return to open session.

Agenda Item 11: Adjournment

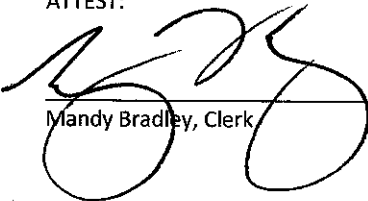
Upon motion by Commissioner Gentry and second by Commissioner Brigman, the Board voted unanimously to adjourn.

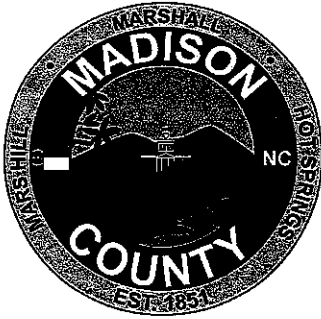
This the 13th day of October, 2020.

MADISON COUNTY


Craig Goforth, Chairman
Board of Commissioners

ATTEST:


Mandy Bradley, Clerk



Madison County Commissioners Meeting

Public Hearing-Community Development Block Grant Funding

Public Comment

October 13, 2020

7:00pm

Cooperative Extension-Madison Center

3 Minute Time Limit

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

Name

Signature

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Willa Wyatt

Willa Wyatt


RADIO COMMUNICATIONS COMPANY

8035 Chapel Hill Road
 Cary, North Carolina 27513
 P. O. Box 68, Cary, North Carolina 27512
 (919) 467-2421 • Fax (919) 467-6548

1 August 2020

Madison County Emergency Services Replacement Repeater & Antenna System for Fire/EMS on Rich Mountain Overview and Pricing

Radio Communications Company is pleased to provide Madison County ES this proposal for a new replacement Fire/EMS Repeater, a new Combiner/Receiver Multicoupler, and new Antennas on Rich Mountain.

<u>QUANTITY</u>	<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1	TB9435S-100T	Tait TB9400 VHF Repeater with 100Watts, DMR/Analog Option, 110VAC/12VDC Option	\$5,850.00	\$5,850.00
1	876F-70-SM40-1/2	Comprod VHF 2-Dual/Stacked Antenna, Side Mount, 40dB	\$1,665.15	\$1,665.15
1	20US4848-R3	Comprod Transmit Combiner / Receiver Multicoupler	\$9,235.25	\$9,235.25
1	872F-70-TM-1/2	Comprod Exposed Dipole Antenna (Receive)	\$709.75	709.75
240	LDF4-50A	½" Foam Dielectric Coaxial Cable	\$1.96	\$469.20
1	Installation Parts	Includes: LDF-50 Connectors, Ground Kits, Flange Surge Arrestors, Hoist Grips, LMR400 Jumpers, miscellaneous installation items	\$695.65	\$695.65
1	Tower Installation	Installation/Removal of old Antenna and Cable and install new Antennas and Cables. Includes Tower Chain Mounts for Antennas	\$4,781.15	\$4,781.25
1	Installation / Optimization	Professional Installation/Optimization Services, including: • Staging/Configuration/Installation	\$2,520.00	\$2,520.00
1	Shipping	Shipping of Antenna & Duplexer on overland freight	\$220.00	\$220.00
SUBTOTAL:			\$26,146.25	
				<i>All prices plus tax, if applicable</i>

*Prices valid for thirty (30) days from above date. Net 30 terms - Payment due 30 days after invoice date with approved credit

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CONFIDENTIAL AND COMPANY PROPRIETARY

**Madison County
Board of Commissioners**

**Budget Amendment #4
October 13, 2020**

Description	Line Item	Debit	Credit
Tax Collector			
Salaries	10.4141.1210		\$ 2,965.00
FICA	10.4141.1810		\$ 227.00
Salaries Temp	10.4140.1260	\$ 2,965.00	
FICA	10.4140.1810	\$ 227.00	
Move salaries from the Assessor Dept to the Collectors Dept to cover temp positions			
Dept of Social Services			
Stipend Foster Care -Covid	10.3531.4000		\$ 9,700.00
Stipend Foster Care -Covid	10.5310.4000	\$ 9,700.00	
Stipend CPS -Covid	10.3531.4001		\$ 12,780.00
Stipend CPS -Covid	10.5310.4001	\$ 12,780.00	
Stipend APS- Covid	10.3531.4002		\$ 3,030.00
Stipend APS- Covid	10.5310.4002	\$ 3,030.00	
Addition revenue from the state to help families during pandemic			
Finance			
Surplus Property Expenses	10.5211.8800	\$ 5,000.00	
Professional Services-Legal	10.4110.1920	\$ 42,985.53	
HOA and Maintenance Fees on properties on surplus property list			
Attorney fees for litigation and consultation			
Board of Elections			
Cares Act Supplemental	10.3417.8960		\$ 17,500.00
Salaries Temp	10.4170.1260	\$ 7,500.00	
Professional Services	10.4170.1990	\$ 10,000.00	
Landfill			
Temp disposal cards	80.3472.7100		\$ 17,995.00
Duplicate disposal cards	80.3472.8000		\$ 4,079.00
Repair & maintenance- Vehicles	80.4720.3530	\$ 22,074.00	
Parks and Recreation			
Community Foundation	10.3770.3400		\$ 990.00
Barnard park maintenance	10.6130.6400	\$ 990.00	
School 40/42 Funds			

40/42 funds	10.5911.7000	\$	300,000.00	
Transfer from fund balance	10.3000.1000			\$ 300,000.00
Approved at July 28, 2020 meeting				
Contingency	10.7000.0000			\$ 47,985.53
		\$	417,251.53	\$ 417,251.53

SUMMARIES:

Percentage of budget at September 2020 is:

All Funds:		YTD	% OF BUDGET
Revenues	\$1,736,630.45	\$4,358,549.03	15.62
Expenditures	\$2,397,100.59	\$5,047,419.38	20.6

General Fund	MTD	YTD	% OF BUDGET	YEAR TO DATE 09/19
Revenues to Date:	\$1,563,041.54	\$4,068,107.95	15.19	\$3,420,681.87
Expenditures to Date:	\$2,229,751.25	\$4,591,228.78	17.98	\$4,834,765.32
Gain/Loss to Date:	(\$126,553.27)	\$743,103.38		(\$369,244.40)
Contingency	\$147,849.56			

Landfill	MTD	YTD	% OF BUDGET	YEAR TO DATE 09/19
Revenues to Date:	\$161,404.28	\$249,968.91	12.16	\$232,818.62
Expenditures to Date:	\$148,184.26	\$406,260.54	19.77	\$439,707.44
Gain/Loss to Date:	\$13,220.02	(\$156,291.63)		
Contingency	\$6,798.62			

911 Emergency Telephone Services	MTD	YTD	% OF BUDGET	YEAR TO DATE 09/19
Revenues	\$12,184.63	\$40,472.17	19.48	\$49,531.03
Expenditures	\$19,165.08	\$49,930.06	24.03	\$43,988.69
Gain/Loss	(\$6,980.45)	(9,457.89)		\$5,542.34
Contingency	\$-			

We are 25.02% of the way through the FY21 budget.

Bank balances at September 30, 2020 are as follows:

	Unrestricted	Restricted
General Fund	\$1,104,156.02	
Debt Service Fund	\$204,288.37	
Capital Outlay Fund	\$326,099.23	
Capital Management	\$6,085,755.45	
Occupancy Tax Fund		\$214,002.02
Revaluation Fund		\$22,736.42
Tourism Development		\$508,521.40
Automation Fund		\$157,853.78
Drug Seizure Fund		\$3,621.00
Inmate Trust Fund		\$31,801.03
Soil & Water Conservation		\$67,695.38
Total of All Accounts:	\$7,720,299.07	\$1,006,231.03
New Jail Loan	\$ (480,000.00)	(Due in February)
School Debt Service	\$ (429,667.00)	(Due in February)
40-42 Set Aside for Schools	\$ (1,688,738.56)	
Unspent Grant/Restricted Proceeds	\$ (767,625.28)	
Adoption Promotion Fund	\$ (104,977.07)	
Encumbered Amounts	\$ (4,931,334.17)	
Total Unassigned and Unrestricted Bank Balances	(\$682,043.01)	
	General	Landfill
Unassigned and Unrestricted totals by Fund:	(\$1,156,373.65)	(\$37,572.88)

GENERAL FUND:				
DEPARTMENT	MTD	YTD	% OF BUDGET	YEAR TO DATE -09/19
Vehicle Tax	\$105,277.94	\$304,927.41	34.66	\$188,155.56
Overages/Underages				
Ad Valorem Tax Interest	\$11,035.35	\$28,269.48	21.75	\$20,534.73
Late Listing Fee	\$675.76	\$2,119.75	13.25	\$2,759.25
Legal Fees				
2009 Ad Valorem Tax		\$116.97		\$515.50
2010 Ad Valorem Tax		\$130.02	2.6	\$1,374.78
2011 Ad Valorem Tax	\$50.40	\$151.07	3.02	\$1,835.96
2012 Ad Valorem Tax	\$69.84	\$495.87	7.08	\$460.79
2013 Ad Valorem Tax	\$1,186.10	\$1,520.10	21.72	\$602.69
2014 Ad Valorem Tax	\$862.77	\$977.73	12.22	\$846.18
2015 Ad Valorem Tax	\$933.41	\$1,697.66	21.22	\$270.88
2016 Ad Valorem Tax	\$967.00	\$4,762.29	15.87	\$9,282.76
2017 Ad Valorem Tax	\$1,766.32	\$8,079.43	13.47	\$20,403.00
2018 Ad Valorem Tax	\$7,203.34	\$22,925.35	22.93	56,068.10
2019 Ad Valorem Tax	\$27,922.86	\$96,402.06	60.16	1,342,420.99
2020 Ad Valorem	\$835.56	\$2,641.32	0.02	
Collection Fees: Marshall				
Collection Fees: Mars Hill				
Collection Fees: Hot Springs				
Sale of Tax Maps		\$30.50	7.63	\$87.50
Tax Office Copies				
Returned Check		\$20.99		\$820.57
Refunds/Overpayment of Taxes	(\$1,053.88)	\$1,325.09		\$31.88
Contra: Returned Check				
Sale of Foreclosed Property	\$509.00	\$2,509.00	16.73	\$16,500.00
Contra: Foreclosed Property Expenses				
Sales Tax/Video Programming	\$3,459.99			\$3,497.90
Sales Tax	\$444,282.40	\$791,845.83	20.82	
Gas Tax Refund/State				\$23,647.64
Payment In Lieu of Taxes				
Forest Service Timber Sales				
Clerk of Court	\$6,221.47	\$11,894.09	23.23	\$13,615.01
Board of Elections				\$55.35
Register of Deeds	\$44,136.50	\$136,552.00	41.79	\$97,937.75
Sheriff's Department	\$122,815.53	\$362,575.51	26.61	\$65,326.45
Emergency Management				
Inspections	\$2,042.50	\$37,872.88	20.38	\$60,136.36
Animal Control	\$1,906.00	\$12,509.09	48.49	\$9,324.00
Transportation	\$13,026.64	\$59,357.40	14.72	\$62,982.88
Cooperative Extension Service				
Soil & Water Conservation				
Grant Revenues/ICPC/DJDP	\$8,036.00	\$136,268.70	42.51	\$9,175.55

DEPARTMENT	MTD	YTD	% OF BUDGET	YEAR TO DATE 09/19
Health Department	159657.76	469999.71	25.3	418566.63
Medicaid Hold Harmless Tax		\$58,054.46	70.8	\$ 118,492.15
Social Services	\$184,882.41	\$418,581.93	17.07	\$355,335.48
AFDC				
Foster Care	\$21,542.26	\$96,663.46	9.33	\$150,950.27
Medicaid				\$370.00
Adoption				
Child Support Enforcement	\$5,684.30	\$19,555.07	17.21	\$2,890.63
In Home Aides	\$7,161.00	\$11,489.23	33.13	\$7,023.00
Beech Glen Center				\$235.00
Nutrition	\$20,214.92	\$25,363.92	14.55	\$20,357.01
State Lottery Funds/Education	\$350,000.00	\$350,000.00		250000
Library	\$8,979.46	\$21,399.25	21.42	\$35,774.60
Parks & Recreation	700	\$2,680.00	27.35	\$7,100.00
Interest Earned	\$18.59	\$794.71	3.12	\$29,643.83
Rent of County Property	\$4,477.50	\$11,932.50	16.41	\$22,725.00
Finance/Other				
Miscellaneous Income		\$ 1.80		
Fund Transfer In				
Totals	1,563,041.54	4,068,107.95	15.19	\$3,420,681.87

GENERAL FUND EXPENDITURES

DEPARTMENT	MTD	YTD	% OF BUDGET	YEAR TO DATE 09/19
Governing Body	\$6,256.94	\$26,914.85	26.7	\$25,309.95
Finance Office	\$33,217.09	\$112,911.25	18.93	\$129,600.33
Tax Collector	\$19,964.95	\$46,407.47	15.98	\$95,747.16
Tax Supervisor	\$17,899.54	\$44,467.71	17.66	\$45,097.91
Land Records				
Professional Services	42985.53	\$42,985.53	66.13	\$0.00
Court Facilities	\$500.00	\$1,662.24	4.74	\$4,061.99
Board of Elections	\$21,603.12	\$55,835.91	18.07	\$62,505.48
Register of Deeds	\$30,298.83	\$72,418.03	25.7	\$66,735.11
Register of Deeds- Automation	11000	\$19,999.00	100	\$0.00
Maintenance	\$32,211.43	\$69,917.67	11.98	\$92,457.82
Sheriff's Department	\$275,386.13	\$670,426.31	18.24	\$871,249.49
Emergency Management	\$4,885.74	\$16,872.62	17.33	\$21,695.34
911 Dispatchers	\$48,027.48	\$182,758.97	29.02	\$142,634.37
Fire Contract/Forest Service				
Inspections	\$14,963.20	\$46,969.57	20.89	\$57,231.76
Economic Development	\$6,567.18	\$19,230.05	17.37	\$22,943.50
Medical Examiner	600	\$1,600.00	12.8	\$800.00
Ambulance Service Contract	\$142,916.67	\$428,750.01	24.89	\$281,667.00
Animal Control	\$21,617.68	\$63,041.36	19.59	\$62,070.61
Transportation - Admin	\$7,714.32	\$26,484.11	18.6	\$29,454.71

DEPARTMENT	MTD	YTD	% OF BUDGET	YEAR TO DATE 09/19
Transportation - Operating	\$1,263.12	\$60,174.24	17.22	\$104,018.23
Transportation - Capital Outlay				287716.44
Transportation - EDTAP	150.30	\$217.80		\$1,278.90
Planning & Development	10,000.00	\$11,740.00	5.71	\$67,156.18
Information Technology	19,360.48	\$52,774.15	21.68	\$43,187.08
Cooperative Extension	18,446.74	\$40,157.96	15.44	\$46,069.83
Soil & Water	\$9,745.58	\$28,573.28	21.15	\$31,669.68
Health Department	\$241,101.81	\$614,212.74	19.74	\$565,403.27
Drug Free Community	29668.6	\$32,132.78	25.71	
Management Admin.	\$124,521.00	\$137,815.22	25.19	\$2,366.49
Social Services	\$201,964.74	\$560,334.86	17.63	\$618,772.69
AFDC	897.18	\$2,630.26	32.88	\$2,810.84
Special Assistance	\$8,357.50	\$24,220.50	16.82	\$32,493.00
State Foster Care	\$14,617.19	\$341,852.51	4.88	\$90,978.98
IV-E Foster Care	\$19,007.89	\$41,489.46	10.12	\$54,656.83
Medical Assistance Program				
Adoption Assistance	\$6,960.32	\$29,650.93	10.83	\$35,668.67
Crisis Intervention	\$1,765.30	\$2,473.03	1.32	\$3,545.39
Child Support	\$6,210.11	\$17,404.39	13.6	\$20,430.17
In Home Aides	\$11,127.18	\$33,475.69	16.37	\$36,830.54
Nutrition	\$37,393.04	\$94,157.13	19.83	\$82,203.41
Education	\$655,312.00	\$655,312.00	16.1	\$523,312.00
A-B Technical College	\$9,542.00	\$28,626.00	25	\$28,125.00
Bank Charges	\$1,422.59	\$1,422.59	16.39	\$2,871.89
Library	\$35,916.25	\$114,547.14	22.84	\$103,013.48
Parks & Recreation	\$6,307.62	\$20,753.51	17.98	\$31,333.61
Cares Act Funding	\$115,968.27	\$498,780.61	58.67	
Debt Services				
Debt Services Interest				
Fund Transfer In/ Landfill & Library				
Fund Transfer Out/Revaluation				
TOTALS	\$2,229,751.25	\$4,591,228.78	17.98	\$4,834,765.32

LANDFILL FUND

REVENUES	MTD	YTD	% OF BUDGET	YEAR TO DATE 09/19
Transfer From Fund Balance				
Landfill Miscellaneous Fees	\$170.20	\$170.20	56.73	\$192.00
Returned Check Fees				
Surplus Property Proceeds				
State Tire Disposal Fee		\$0.00		
Local Tire Disposal Fee	\$97.00	\$490.00	98	\$248.50
White Goods Tax				
Sale of White Goods	\$1,311.00	\$5,689.70	47.41	
Household Hazardous Waste				
Temporary Disposal Cards	\$13,621.00	\$38,995.86	185.69	\$3,952.39
Duplicate Disposal Cards	\$4,059.35	\$9,009.70	182.01	\$3,952.36
Landfill Disposal Cost Fees	\$2,220.07	\$38,995.86	11.53	\$10,756.17
Landfill Sale of Recyclables	\$1,026.50	\$6,152.49	30.76	\$11,685.82
Nuisance Tires				
Disposal Cards	\$135,091.75	\$158,247.54	9.07	\$175,859.77
Construction Demolition	\$3,807.41	\$11,004.21	14.99	\$21,656.00
Solid Waste Disposal Distribution	4247.25			
Grant/State				
Electronics Management				
Electronics (County)		\$5,156.41	171.88	\$420.00
Interest				
Totals	\$161,404.28	\$249,968.91	12.16	\$232,818.62

EXPENSES:	MTD	YTD	% OF BUDGET	YEAR TO DATE 9/19
Landfill	\$128,930.99	\$355,579.01	19.88	\$393,005.49
Recycling	\$17,434.64	\$47,081.20	20.03	\$41,325.33
Scrap Tires	\$1,818.63	\$3,600.33	14.4	\$5,376.62
White Goods				
Closure/Post Closure				
Totals	\$148,184.26	\$406,260.54	19.77	\$439,707.44

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

UNIFIRST CORPORATION	1,648.74
18 N MAIN	250.00
A-B TECHNICAL COMMUNITY COLLEGE	9,542.00
ACTION LOCK COMPANY	100.00
AGAPE OF NC	4,840.00
ALLEGRA	58.55
AMAZON.COM	7,119.85
AMERICAN MEDICAL ASSOCIATION	559.99
AMERICAN SOCIETY FOR CLINICAL PATH	138.00
AMERIGAS	108.00
AMOS	300.00
ANCHOR QEA OF NC	2,103.03
ANDY OXY COMPANY	24.14
APPALACHIAN PROTECTIVE SERVICES	492.88
ASHEVILLE BOLT AND SCREW	89.80
ASHEVILLE COMMUNICATIONS	3,325.27
ASHEVILLE ELEVATOR CO	333.00
ASHEVILLE FIRE PROTECTION CO., INC.	107.14
ASHEVILLE RADIOLOGY ASSOCIATES	29.86
AT&T	21.46
ATLANTIC MEDICAL SOLUTIONS	4,100.47
AXON ENTERPRISE	769.88
BAILEY'S NAPA AUTO PARTS	26.68
BAKER & TAYLOR BOOKS-550404	4,117.81
MARGARET BALDING	400.00
DAVID BRIAN BALL	325.00
SHARON BALL	12.60
BAPTIST CHILDREN'S HOME OF NC	10,555.00
BARIUM SPRINGS HOME FOR CHILDREN	3,128.00
CHARLES BECKER	216.54
BIO-ONE ASHEVILLE	3,112.50
DANNIE BLACKWELL	150.00
AUSTIN BLYTHE	80.00
BOB BARKER COMPANY INC	154.24
BOWMAN HARDWARE	25.47
BRANDI NICHOLE FAMILY ENRICHMENT (581.00
BRASWELL SCALE & EQUIP.CO	5,266.04
SHANNON BRAZIL	49.84
D WAYNE BRIGMAN	400.00
THEODORE BRUNER	91.95
BUCKNER OIL CO.	7,765.74
SANDRA BUCKNER	315.00
BRAD BURNETT	0.00
BUSTLE'S HARDWARE AND DOORS	13.30
BY PASS AUTOMOTIVE	1,826.29
CADCA	300.00
DILLON CANTRELL	40.00
CAPITAL ONE AUTO FINANCING	212.05
CAROLINA ENERGY SYSTEMS	700.00
CAROLINA INDUSTRIAL RESOURCES	670.49
KRYSTAL CARPENTER	667.00
RICKIE CARVER	129.60
CENTER POINT LARGE PRINT	266.04
CHAMPION SUPPLY	946.38
JEREMY CHANDLER	246.90
MEGAN CHANDLER	502.32
CHANGE HEALTHCARE	102.84
CHARTER COMMUNICATIONS	5,112.00
CHILDREN'S ALLIANCE	268.00
CHILDREN'S HOME SOCIETY OF NC, INC	1,564.00
CONSOLIDATED ELECTRICAL DISTRIBUT	752.75

COURTHOUSE COMPUTER SYSTEMS	11,000.00
CALVIN CRAIG	5.82
ROBERT CULTON	1,459.19
CUREMD	698.00
CUSTOM DATA PROCESSING	904.03
DECOLA'S INC	75.00
BETTY DEITZ	33.88
WAYNE DENTON	300.00
DISH NETWORK	99.46
DODSON PEST CONTROL	70.00
DUKE ENERGY PROGRESS	575.42
EASTERN DATA	494.24
ELITE ERGONOMICS LLC	3,591.18
ESRI	1,400.00
EVENFLO COMPANY	5,333.04
FAMILIES FIRST SUPPORT SERVICES	581.00
FAMILY DOLLAR STORE	11.21
FAMILY PRESERVATION SERVICES	37.48
FAST SIGNS	470.84
FIFTH ELEMENT FIRE PROTECTION	3,857.45
MISSY FISHER	56.00
ROGER FLYNN	3,930.00
JIMMY FOX	100.00
LINDA FRANKLIN	50.00
PATRICIA FRANKLIN	35.00
FRENCH BROAD EMC	26,147.21
FRIENDS OF HOT SPRINGS LIBRARY	900.00
FRONTIER	5,455.80
FSI OFFICE	39.50
G&B ENERGY	955.43
GALLS INCORPORATED	1,063.90
PATRICIA GARRISON	21.60
NORRIS GENTRY	435.00
GFL ENVIRONMENTAL	20,324.72
KAREN GLENN	60.76
CRAIG GOFORTH	720.00
GOOD HOUSEKEEPING	8.00
BOBBY GOSNELL	475.00
HAZEL GOSNELL	401.32
JOSHUA GOSNELL	46.16
GOULD KILLIAN CPA GROUP, P.A.	10,450.00
STEPHANIE GREENE	700.00
GRIFFIN WASTE SERVICES	2,319.30
LANA GRINDSTAFF	67.85
GULF STATE DISTRIBUTIONS	1,505.50
H. C. TIRE	791.50
HAYNES ELECTRIC CONSTRUCTION CO	1,064.83
HAYNES TECHNOLOGIES	1,553.21
HAYNIE TOWING & ROAD	200.00
HEADRICK OUTDOOR MEDIA	375.00
HEALTHGRAM INC	61.57
HENRY SCHEIN INC	23,951.32
VICKI HENSLEY	675.00
HEATHER HOLDREDGE	12.15
HOLSTON ENVIRONMENTAL SERVICES	270.00
CÁDE HOOKER	40.00
HOPE FOR THE FUTURE	265.00
STAGE HORINE	1,666.67
HOT SPRINGS HEALTH PROGRAM	2,300.00
TOWN OF HOT SPRINGS	2,364.86
SHAWN HOWELL	47.60
JD HUGHES	22.29
DOMINIQUE HUNEYCUTT	75.00
LINDA HUNTER	182.55
MEGAN HUNTER	475.00
JEFF HYDER	1,800.00
IAEMD	130.00

ILDERTON	32,095.00
IMAGE DENTAL ARTS, INC	2,342.75
JOSEPH INGLE	88.46
INGLES STORES #28	1,465.09
INSURANCE SERVICES OF ASHEVILLE IN	1,540.00
INTAB	257.51
ISGETT DISTRIBUTORS, INC	351.06
J D GOSNELL TRUCKING	23,695.98
MAREE JAMES	232.94
DAVID KANARR	1,039.00
KING'S TIRE SERVICE	1,684.80
LABORATORY CORP.OF AMERICA	300.74
LAND OF SKY REGIONAL COUNCIL	1,554.43
LAUREL COMMUNITY CENTER ORGANIZ/	125.00
LAUREL VOLUNTEER FIRE DEPT	125.00
NATHALIE LEE	200.00
RAY LEWIS	325.00
LEXIS NEXIS	454.53
LIGHTHOUSE FIRE ALARM SERVICES	544.43
LITTLE CAESARS PIZZA	64.20
LOWES BUSINESS ACCOUNT	1,042.21
LUTHERAN FAMILY SERVICES	634.00
MADISON AUTO CARE	96.08
MADISON CO TAX COLLECTOR	1,983.23
MADISON COUNTY BOARD OF EDUCATIO	305,312.00
MADISON COUNTY BRD. OF ELECT.	200.00
MADISON COUNTY CLERK OF COURT	600.00
MADISON COUNTY HEALTH DEPARTMEN	5,490.00
MADISON COUNTY SHERIFF'S DEPARTM	150.00
MADISON COUNTY TAX COLLECTOR	121,404.00
MADISON MEDICS	141,260.00
MADISON PHARMACY	4,977.01
MAHEC	29,034.00
MICHAEL C. MANEY	120.95
MARS HILL BAPTIST CHURCH	50.00
MARS HILL UNIVERSITY	240.00
MARSH PROPANE	1.07
MARSHALL FIRE DEPARTMENT	1,699.64
TOWN OF MARSHALL	36,519.09
MARY HONEYCUTT	2.22
LIAM MATHESON	634.00
SANDY MCDEVITT	600.00
TIM MCGHEE	1,166.56
DAVID MCKINNEY	634.00
MED-EXPRESS, INC	1,235.96
HAYLEA METCALF	101.00
ROBERT METCALF	599.00
SANDI METCALF	63.00
MIDRANGE SOLUTIONS	315.00
MIDWEST TAPE	574.13
STEVE MILLER	57.88
MIRACLE HOUSES, INC	258.00
MISSION HOSPITALS INC.	677.73
MOUNTAIN AREA PATHOLOGY, PA	68.23
MOUNTAIN BIZWORKS	10,000.00
MOUNTAIN VALLEY SPRING WATER	329.11
MRG DENTAL	130.00
RICKY MURDOCK	1,011.30
N.C. DEPARTMENT OF ADMINISTRATION	780.00
NATIONAL EQUIPMENT DEALERS, LLC	315.18
NC DHHS OFFICE OF THE CONTROLLER	130.00
NC A&T STATE UNIVERSITY	6,913.86
NC CHILD SUPPORT	673.84
NC DEPARTMENT OF ADMINISTRATION	423.45
NC DEPT OF AGRICULTRE & CONSUMER	3,076.88
NC DEPT OF PUBLIC SAFETY	1,111.42
NC DEPT OF REVENUE	14,456.00

NC DMV	18.00
NC SENIOR GAMES	150.00
NC STATE BUREAU OF INVESTIGATION	2,165.00
NC DOT	250.00
NEWS-RECORD AND SENTINEL	77.88
RALPH NORTON	118.10
NORTON TIRE	3,239.00
NTA INC	447.08
O A GREGORY INC	1,800.00
OFFICE DEPOT	5,943.98
OLD CREEK GENERAL STORE	47.43
OWEN G DUNN COMPANY	116.04
JACQUELINE PAINTER	88.00
MARY ANN PANGLE	115.76
DAVID PARKER	600.00
PATHOLOGISTS MEDICAL LAB	120.00
PATTERSON DENTAL SUPPLY	271.28
IVY PAYNE	171.54
LISA PAYNE	250.00
PCARD-FIRST CTIZENS	11,515.38
RONALD CALVIN PELL	10.88
PITNEY BOWES	1,195.20
DAWSON AND ELIZABETH PLIMPTON	1,056.00
DEBBIE PONDER	35.00
DANIEL PORCHE	20.00
POSTAGE BY PHONE ACCT 40431132	3,500.00
PRIME HEALTH SERVICES	1,652.09
PRIORITY DISPATCH CORPORATION	365.00
PRO MAINTENANCE SUPPLY	168.96
KATHY PROFFITT	210.15
PROJECT CHALLENGE NC, INC.	3,117.00
PURCHASE POWER	174.81
QUILL CORPORATION	602.23
MARTHA RAMSEY	400.00
KATHY RAY	114.64
READ'S UNIFORMS, INC	707.25
REGISTER OF DEEDS SUPPLEMENTAL F	216.71
REPUBLIC SERVICES	541.00
DARLYNE RHINEHART	166.99
VELDA RICE	38.72
RICK'S AUTO PARTS INC.	2,227.20
RIZE CONSULTANTS	4,000.00
ROBERT ADAMS, DDS	400.00
ROBERTS & STEVENS	44,120.53
MEGAN ROBERTS	16.27
BOBBY ROBINSON	300.00
SUSANNA ROBINSON	67.27
LEVI ROULLARD	90.00
SADHANA LLC	2.93
SAM'S CLUB DIRECT	1,108.91
KRISS SANDS	5.15
SCHOOL HEALTH CORPORATION	467.07
DELILAH SELF	125.00
SENSOSCIENTIFIC	1,463.50
SERVICEMASTER PBM, INC.	4,754.00
SHARE CORPORATION	998.47
HEATHER SHARP	401.05
SHELTON LAUREL COMMUNITY CENTER	250.00
ORVAL SHELTON	40.32
SHRED IT	141.50
JAYLAN SILVERS	388.58
SISTERS OF MERCY HEALTH DESIGNS	204.00
DYATT F SMATHERS	350.00
BRIAN SMITH	85.00
SMOKY MOUNTAIN LIVING	25.00
MARK SNELSON	400.00
SOUTHERNALARM & SECURITY	192.15

SOUTHERN SOFTWARE INC.	9,885.00
RENEE SPRINKLE	98.20
SANDRA STANLEY	216.64
STAPLES BUSINESS ADVANTAGE	349.92
AMANDA STATON	200.00
STEPS FOR SUCCESS	1,333.00
JOHN STEWART	200.00
ALLEN STINES	336.00
TERMINIX SERVICE	1,480.80
THE BAIR FOUNDATION	634.00
THE CENTER FOR RURAL HEALTH INNOV	8,242.00
THE HARDWARE AT MARS HILL	1,080.65
THE HOME DEPOT	69.63
THE LAW FIRM OF JAMIE STOKES	5,792.50
THE NEWS RECORD	1,821.90
THE NEWS RECORD AND SENTINEL	39.60
THERACOM	3,910.20
LEIGH ANNE THIBODEAU	19.23
THOMPSON FC	2,866.00
TIMBER RIDGE TREATMENT CENTER	388.58
SANDRA TOLLEY	325.00
TOSHIBA BUSINESS SOLUTION	236.63
TOWNE HOUSE PIES	300.00
TRACTOR SUPPLY CO	236.84
TRANSYLVANIA COUNTY LIBRARY	10.00
BLUE MOUNTAIN STORAGE	600.00
TSA CHOICE	1,220.82
TUCKER ADMINISTRATORS, INC.	77,797.94
U.S. BANK VOYAGER FLEET SYSTEMS IN	8,980.76
U.S. CELLULAR	3,699.44
U.S. TIRE RECYCLING, L.P.	1,571.73
UNC SCHOOL OF GOVERNMENT	1,162.89
UNITED LABORATORIES	553.40
UNITED REFRIGERATION, INC	2,783.30
UNITED STATES POSTAL SERVICE	618.36
US FOODS	18,497.43
VALUE PRINT OF MARS HILL	419.53
VERIZON	1,346.08
VERIZON BUSINESS	60.31
WAGON WHEEL RESTAURANT	20,220.25
AMANDA WALKER	26.88
CHRISTA ANN WALLIN	35.00
JERRY WALLIN	350.00
WALMART COMMUNITY	183.22
WALNUT SERVICE CENTER	6,789.83
WASTE PRO -ASHEVILLE	341.51
WEBER & WEBER INC	432.72
MATTHEW WECHTEL	400.00
WEX BANK	1,777.71
DONNA WHEELER	166.88
SHEILA WHITTINGTON	34.20
KATHY WHORLEY	125.00
WOLFE & ASSOCIATES	140.00
ZINK OUTDOOR POWER EQUIP	1,755.84

Grand Total:

1,294,930.14

Presented to the Madison County Board of Commissioners.

Kary Ledford
Deputy Finance Officer

CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOSAC, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's Invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's Invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant ("FR") Merchandise supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging* is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process. (* Poly-bag services incur additional charges.)

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized in all cases known as "Non-Standard Merchandise", then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach hereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed); pursuant to the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association; and, governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement, or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement; provided that such assumption shall not relieve Customer of its liabilities hereunder; and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.

ACCEPTED. Customer Signature X [Signature] Date 10/13/20 (I have read and agree to all of the above Terms.)

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement ("Right of Entry") is entered in this 13th day of October 2020 by and between the MADISON COUNTY, NC (the "COUNTY") and SOUTHERN ROAD & BRIDGE ("CONTRACTOR").

AGREEMENT

1. Right of Entry. The MADISON COUNTY, NC hereby grants to SOUTHERN ROAD & BRIDGE and its agents, employees and contractors the temporary right to enter into Barnard Park River Access, Marshall, NC for the purpose of staging equipment and materials in a 20' x 100' area in the back parking lot, parallel to the railroad tracks, designated with caution tape and cones, and for no other purpose.
2. Term. The term of this Right of Entry shall automatically terminate one hundred and eighty (180) days from the date first herein written above unless earlier terminated as provided herein. The term may be extended by written notice to Mr. Norris Gentry, in the sole and absolute discretion of the Madison County.
3. Indemnification. Southern Road & Bridge hereby agrees to indemnify, defend, assume all liability for and hold harmless the Madison County and its officers, employees, agents and representatives from all actions, claims, suits, penalties, obligations, liabilities, damages to property, environmental claims or injuries to persons, which may be caused by Southern Road & Bridge activities pursuant to this Right of Entry or arising out of or in connection with such activities.
4. Restoration of the Property. Upon the termination or revocation of this Right of Entry, Southern Road & Bridge shall, at its own cost and expense, restore the Property to the same condition in which it was prior to Southern Road & Bridge entry.
5. Continuing Liability. No termination of this Right of Entry shall release Southern Road & Bridge from any liability or obligation hereunder resulting from any acts, omissions or events happening prior the termination of this Right of Entry and restoration of the property to its prior condition.

IN WITNESS WHEREOF, the Parties hereto have executed this Right of Entry on the date first written above.

MADISON COUNTY, NC

By: 
Craig Goforth, Board Chair

SOUTHERN ROAD & BRIDGE

By: _____
LUKE PAPPAS, MANAGING MEMBER



Rural Economic Development Division
Community Development Block Grant Program

Funding Approval

1. Name and Address of Recipient

Madison County
Post Office Box 579
Marshall, North Carolina 28753

2. Grant Number and Funding Approval Date

Grant Number: 11-C-2318

Date of Original Funding Approval: 6/22/12

Date of Amended Funding Approval: 02/8/18

3. Approved Projects

<u>Project Number and Name</u>	<u>Approved Amount</u>
C-1 Madison Co. 2011 SS Rehab	\$360,000.00
L-1 Madison Co. 2011 SS Emergency Repair	\$40,000.00
	\$400,000.00
Additional Funds 2/7/18	\$8,421.91
Total Grant Award:	\$408,421.91

4. Funding Approval Conditions


The following conditions must be removed in writing by the Rural Economic Development Division (REDD) in order for all funds to be released for the approved projects listed in item (3), above:

FUNDING APPROVAL

A. Revised Budget Condition:

No funds may be obligated or expended in any activity except for the administrative activity until the recipient has submitted a new budget based on the increased award amount to REDD for approval.

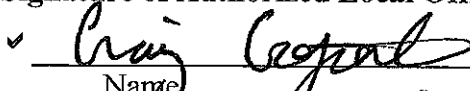
5. **Signature of Authorized Official**

✓ 
Name Iris Payne

Director, Rural Economic Development Division
Title

February 8, 2018
Date

6. **Signature of Authorized Local Official**

✓ 
Name

Chair, Board of Commissioners
Title

10/13/20
Date

**Contract for School Nursing Services
Between the
Madison County Health Department and Madison County Public Schools**

August 1, 2020 through May 31, 2021

Now comes the Madison County Health Department hereinafter referred to as the "Department" and the Madison County Board of Education, hereinafter referred to as the "School" is entered into this contract for the purpose of providing school nursing services to the students of the Madison County School System.

Whereas both the Department and the School mutually agree that the purpose of providing school nursing services is to promote the optimal health and well-being of all students in Madison County Schools, **AND**

Whereas both the Department and the School mutually agree that the long-term purpose of these funds is to provide full-time nursing services to each school in the system, **AND**

Whereas both the Department and the School mutually agree that the School Nurse Funding Initiative (SNFI) enacted by the General Assembly is a useful step toward the goal of having a nurse to student ratio that meets the nation and state recommendation of 1:750, **AND**

Whereas both the Department and School mutually agree to continue providing school nursing services as specified in the annually developed "Contract between Madison County Health Department and Madison County Schools",

NOW, THEREFORE, in consideration of the premises and the following mutual covenants and conditions and any sums to be paid, the Department and School agree as follows:

THE DEPARTMENT AGREES:

1. To employ and provide up to 4 ten-month nurse positions to provide school nursing services to the Schools for the 2020-2021 fiscal school year. Three of the positions to be funded with funds provided through the School Nurse Funding Initiative (SNFI) and one of the positions to be funded by the School as set forth herein below. In no event shall the funds provided by the Department for the three SNFI positions exceed those funds that the Department receives through the State of North Carolina through the SNFI program.
2. To develop a detailed budget for the use of the funds required to fund the four nurse positions, a copy of the initial budget being attached hereto as Attachment III, and to cooperate with the School in the event of any modifications required for the budget consistent with the terms and provisions of Attachment III and any modifications thereof.
3. To comply with assurances in Attachment I.
4. The nurse(s) will provide direct nursing services to students within one or more schools following the scope of service in Attachment II. The Department shall comply fully with Attachment II and shall be the "Contractor" for purposes of that attachment.

5. To submit an invoice to the School monthly for expenses, salary and all costs related to the one school nurse employed and additional funding to cover fringe benefits of the other three nurses (in excess of \$150,000) to be paid by School funds.
6. The School shall pay the Department within thirty (30) days of receipt of the invoice. Any adjustments to the invoice shall be taken into account in the next succeeding invoice or as soon thereafter as reasonably practical.
7. To inform the School of the employment of the nurses, and in the event of termination, whether voluntary or involuntary, and the date of termination within 4 working days of such action.
8. Take every step to ensure continuity during times when positions are vacated.
9. To maintain documentation that each school nurse employed under this Contract is and remains current in his/her licensure as a Registered Nurse in good standing with the North Carolina Board of Nursing.
10. The Public Health Lead School nurse is responsible for direct supervision of the remaining three (3) school nurses, coordination of activities, and for a significant amount of planning for system-wide school health activities.
11. The Department Director of Nursing (D.O.N.)/Designee will serve as supervisor for the Public Health Lead School nurse. Additionally, the Department provides the services of the Communicable Disease Program for services related to immunizations and communicable disease control in the school setting and the Environmental Health Program for state-mandated environmental health monitoring.
12. The services provided by the school nurses are in accordance with the guidelines in the N.C. School Health Program Manual, current edition and N.C. General Statutes related to school health.

THE SCHOOL AGREES:

1. To provide adequate space, computer equipment and supplies for the school health program nurse positions.
2. To comply with assurances in Attachment I.
3. To maintain documentation that each nurse employed under this contract is adhering to the scope of services outlined in Attachment II and shall also, upon request of the Department, provide to the Department all plans, reviews, reports and other documents that the School is required by Attachment II to submit and to fully cooperate with the Department regarding the Department's obligations under Attachment II.
4. To pay to the Department within thirty (30) days the amount invoiced by the Department for the School funded nursing position and fringe benefits of the other three nurses (in excess of \$150,000) as

Contract for School Nursing Services, July 23rd, 2020

set forth herein above and consistent with the terms and provisions of Attachment III and any modifications thereto.

5. To provide supervision within the School consistent with the annual contract.
6. Share in the responsibility of coaching, mentoring, and counseling all school nurses.
7. **EPINEPHRINE AUTO-INJECTORS ON SCHOOL PROPERTY: § 115C-375.2A.**
 - a. Provide for a supply of a minimum of two (2) emergency epinephrine auto-injectors in each school to be used by trained school personnel to provide emergency medical aid to persons suffering from an anaphylactic reaction during the school day and at school-sponsored events on school property;
 - b. Designate one or more school personnel at each school to receive initial training and annual retraining from the school nurse regarding the storage and emergency use of an epinephrine auto-injector;
 - c. The school nurse who is trained in use of Epinephrine Auto-Injectors shall obtain a non-patient specific prescription for epinephrine auto-injectors from a physician or nurse practitioner of the Madison County Health Department;
 - d. The principal shall collaborate with appropriate school personnel to develop an emergency action plan for the use of epinephrine auto-injectors in an emergency.

The parties hereto agree that any nurses hired using the funds as provided herein above shall be employees of the Department. The parties agree and acknowledge under this Contract, the School is not responsible for employing, directing, controlling, or supervising any nurses except as set forth in this Contract.

This Contract is not intended to grant any rights to any third parties and it shall not be deemed to create any partnership or joint venture between the Department and School.

This contract shall be in effect for the period August 1, 2019 through May 31, 2020 and is renewable annually thereafter. Either party may terminate this contract with or without cause upon 60 days written notice.

Tammy Cady
HEALTH DIRECTOR

8/19/2020
DATE

[Signature]
SUPERINTENDENT OR SUB-CONTRACTOR CEO

8/19/2020
DATE

Kary Leaford
COUNTY FINANCE

8/19/2020
DATE

Michael Walki
SCHOOL FINANCE OFFICER

8/19/2020
DATE

Craig Cofer
CHAIR COUNTY COMMISSIONERS

Date: 10/13/2020

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

ATTACHMENT I

ASSURANCES

(To be initialed by Health Director)

Assure that these contracted funds will not be used to supplant existing federal, TDC INITIALS
State, or local funds supporting school nurse positions. Communities will maintain current level of effort and
funding for school nurses.

Assure that school nurses will be allowed to participate in required trainings. TDC INITIALS

ATTACHMENT II

SCOPE of WORK

I. PURPOSE:

The purpose of the contract is to improve the school nurse to student ratio in the school district in order to have a positive impact on improving children’s health and their readiness to learn. Funds will be used to employ national certified school nurses(s) or registered nurse (s) working toward national certification to work full time in schools and enhance the local capacity to provide basic health services to students.

The long-term program outcome supported by the Division of Public Health Agreement Addendum, School Nurse Funding Initiative FY 2020-2021 is:

For Madison County Health Department to decrease the nurse to student ratio from 1:2,234 (at most) in Madison County Schools to 1:750 in order to have a positive impact on improving children’s health and their readiness to learn.

The short-term and/or interim outcomes of the Division of Public Health Agreement Addendum, School Nurse Funding Initiative FY 2020-2021 are:

1. Reduce the nurse to student ratio in Madison County Schools from 1:2,234 to 1:559.
2. Improve access to basic health services for 100% of students served.

II. SCOPE OF WORK AND DELIVERABLES:

The Madison County Health Department shall, for approximately 1,676 students:

1. Employ, three (3) nationally certified school nurses or Public Health Nurse(s) working toward national certification, to work full time:

Morgan Huntsinger, RN	#SNFI Nurse
Kristy Waldroup, RN	#SNFI Nurse
Vacant	#SNFI Nurse

2. Employ one (1) certified school nurse or Public Health Nurse working toward national certification, **funded by Madison County Public Schools.**

Jennifer Puglisi, RN, BSN	School Funded Nurse
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3. **WORK PLAN:** Submit annually, a written work plan from each school nurse, no later than one month from hire. The work plan shall address the delivery of basic health services, including activities, strategies and goals within, but not limited to, the following areas:

- a. Preventing and responding to communicable disease outbreaks both within the school and in the community at large;

- b. Developing and implementing plans for emergency medical assistance for students and staff;
- c. Supervising specialized clinical services and associated health teaching for students with chronic conditions and other special health needs;
- d. Administering, delegating where appropriate, and providing oversight and evaluation of medication administration and associated health teaching for other school staff who provide this service;
- e. Providing or arranging for routine health assessments, such as vision, hearing, or dental screening, and follow-up of referrals, and;
- f. Assuring that federal and state mandated health related activities are completed, which includes but is not limited to: (i.e. Health Assessments; Immunization Status Report; Blood-borne Pathogen Control Plan (OSHA) requirements, services under Section 504, Individuals with Disabilities Education Act, Healthy Active Children (GCS-S-000) requirements for School Health Advisory Councils, and other mandated laws, rules and regulations pertaining to school health).
- g. Serve as coordinator of health services program in their assigned schools and provide nursing care.
- h. Provide health education to students, staff, and parents.
- i. Identify health and safety concerns in the school environment and promote a nurturing school environment.
- j. Support healthy food services programs.
- k. Promote healthy physical education, sport policies, and practices.
- l. Provide health counseling, assess mental health needs, provide interventions, and refer students to appropriate school staff or community agencies.
- m. Promote community involvement in assuring a healthy school and serve as school liaison to a health advisory committee.
- n. Provide health education and counseling and promote healthy activities and a healthy environment for school staff.
- o. Be available to assist the county health department during a public health emergency.
- p. Assure CPR/First Aid training for staff.

The work plan shall also outline the steps the nurse(s) will take toward completing degree and certification requirements, if not already certified, **no later than three years** from the date of employment as a school nurse in North Carolina.

4. **AND**, as required by House Bill 200 SL 2011-145 Section 10.22 (b) –School nurses funded by SNFI does not assist in any instructional or administrative duties associated with a school’s curriculum and do perform all of the enumerated items, as listed therein, with respect to school health program.
5. Submit a mid-year review of progress toward achieving goals in the annual plan, scheduled by January 31 (if hired at start of school year) or by a date to be determined with Division Public Health (DPH) regional school nurse consultant, if hired at a date different from start of school year.
6. **ANNUAL REPORT:**
 - a. Submit an annual report that addresses the overall progress toward meeting the work plan outcomes, related, but not limited to, the health service areas listed above.

- b. Any information regarding strengths, challenges and the accomplishments of the position shall also be reviewed.
 - c. The report form for the annual report of data will be provided to the Department and each SNFI nurse in the fall of each school year for planning purposes.
 - d. The report is due no later than a week after the end of the school year; prior to resignation if not working the full school; or upon a date to be determined with the DPH regional school nurse consultant.
7. As a result of this contract, the following outputs shall be attained:
- Employ Four (4) public health registered nurses(s) to work full time to serve 2,580 students.
 - Prepare and submit to the RSHNC an annual Work Plan to assure the provision of basic health services.

8. PERFORMANT MEASURES/REPORTING REQUIREMENT:

- a. Submit to the Division of Public Health Program contact within 30 days a recruitment plan for any position that is vacant at the time this contract is executed.
- b. Notify the Regional School Nurse Consultant in the Division of Public Health within four (4) working days after initial hire or replacement hire for this position, on a form that is supplied by the DPH Program contact upon execution of the contract. This notification must include all items listed on the form, including information about nursing education and certification.
- c. Notify the Regional School Nurse Consultant within (4) working days in the event that the position becomes vacant, on a form supplied by the Division. The plan must include the procedure to recruit for this position.
- d. Upon hiring, assure that the registered nurse(s) hired into this position is duly registered by the North Carolina Board of Nursing and fully permitted to practice in the State of North Carolina.
- e. Submit a Mid-year and annual report as outlined above in Section II by the due dates defined in paragraphs 5-6, on a form supplied by the Division, by the specified date.
- f. Provide data to the Local Education Agency (LEA) for inclusion in the North Carolina Annual Survey of Public School Health Services. The data must be provided to LEA in time for its submission of the report to the Regional School Nurse Consultant prior to the conclusion of the academic year.
- g. Assure that newly hired School Nurse Funding Initiative (SNFI) School nurse(s) will be provided with paid time and reimbursement of costs associated with attendance or participation in continuing education, at the same level of cost reimbursement provided to other professional school employees.
- h. Up to \$750 of SNFI may be budgeted for participation in professional development workshop(s) or conferences(s).

i. TRAINING:

The school nurse(s) must participate in the School Nursing: Roles and Responsibilities Workshop series. This includes both the on-line orientation course at the start of employment and the didactic completion course later in the school year, unless previously attended within five year. If the nurse(s) has (have) previously attended that workshop, assure that the school nurse will be allowed to participate in: School Nurse Certification review course, a Pediatric Physical Assessment for School Nurses workshop, or the Annual School Nurse Conference.

- j. Collaborate with the School Nurse Consultant on DPH Initiatives in an effort to help implement these at the local level (e.g., School Nurse Case Management project, Immunization initiatives, etc.).
- k. Assure that school nurses(s) employed through this contract will be supported at the same level as other school nurses(s) in the LEA, providing adequate space, computer equipment, supplies, in-district travel expenses, etc.
- l. For any school nurse who is not certified at the time of hire, submit a plan that would result in certification, including timelines for achieving education and certification goals. The plan should be submitted to the Regional School Health Nurse Consultant within 30 days of hire. This plan must be updated at least twice annually until the nurse is certified.
- m. Be available to assist the Department during a public health emergency. All School nurses, upon hire, will complete an orientation with the Department that includes Emergency Response, Incident Command System (ICS) training 100b, 700.a, 800.b in addition to ICS 200.b, 300, 400, if a supervisor, Hazard Communication, and Employee Respiratory Protection.
- n. Assure that the priority of the allocation during a full year will support salary a fringe for the school Nurse (s). However, where the allocation exceeds the amount needed to fully fund the school nurse(s) salary and fringe, lapsed salary and fringe may be used to support training as described above in letter k above.

Note: No other expenditures are allowable using this allocation.

- o. Assure that if salaries and fringe exceed the state allocation, local funds will be used. If more than one position is allocated; state funds provided for the positions can be combined. This will allow use of more than \$50,000 (annual allocation per position) for a position if education and experience qualifies one nurse for more than \$50,000 and another for less than \$50,000.
- p. Provide accurate contact information and timely notification of changes in contact information of key contacts, including school nurse supervisor, SNFI school nurse, contract program administrator, and contract fiscal officer.
- q. Provide immediate notification to the regional school nurse consultant should a change in local school nurse full time equivalencies or assignment be expected to reduce access by students to basic health services provided by the SNFI nurse.

- d. Upon completion of the annual work plan regional school nurse consultants will review assurance of deliverables as outlined in Agreement Addendum.
- e. At midyear, and more often if necessary, regional school nurse consultants will review progress on Agreement Addendum deliverables and provide a sub-recipient monitoring report to the DPH Program Contact. The report will demonstrate assurance that program goals are being addressed and that all deliverables are on target to be met. If the report indicates failure to adhere to deliverables in the Agreement Addendum, the Department will work with the Regional Consultant and the DPH Program Contact to develop a corrective action plan. If the corrective action plan does not meet contract requirements, the Division may take action resulting in cessation of funding.
- f. Results of monitoring activities will be provided to the DHHS Program Monitoring System.

10. FUNDING GUIDELINES OR RESTRICTIONS:

- a. The department **shall** use funds only for salary, fringe benefits and to support continuing education and required school nurse training.
- b. The department shall assure that these funds will not supplant existing funds supporting school nurse positions. Communities will maintain current level of effort and funding for school nurses.
- c. If the SNFI nurse(s) is hired by the local Health Department for 12 months, funds in the amount of 1/12 of the annual allocation shall be drawn down each month to support the SNFI nurse(s) salary, fringe benefits, and continuing education.

OFFICE OF THE SHERIFF



SHERIFF—
BUDDY HARWOOD

348 Medical Park Drive
Marshall, NC 28753
Office: 828-649-2721
FAX: 828-649-1968

October 12, 2020

Retired Deputy, Jeffrey Neill, with the Madison County Sheriff's Office has been presented his service weapon serial number BLPZ608, Glock 45 LE GEN 5 per North Carolina General Statute, §20-187.2 for the price of \$1.00.

With Gratitude,

Sheriff James Harwood



Craig Goforth, Chairman
Board of Commissioners