

State of North Carolina

Minutes

County of Madison

The Madison County Board of Commissioners met in regular session on Tuesday, August 13, 2019 at 7:00 p.m. at A-B Tech, Madison Campus, Marshall, NC.

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

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

Agenda Item 1: Agenda Approval

Chairman Gentry called for approval of the agenda at which time County Manager Forrest Gilliam requested the following additions to the agenda which would also subsequently increase each existing item number accordingly:

Item 3-Public Comment Policy

Item 4: Public Comment

Item 14c: Youth League Baseball Lease

Item 15: Closed Session

Mr. Gilliam also requested the following amendment be made to the agenda:

Item 8: Becky Webb Physical Officer, Health Department

(Attachment 1.1)

Upon motion of Chairman Gentry and second by Vice-Chairman Brigman, the board voted unanimously to approve the amended agenda as presented by the County Manager.

Agenda Item 2: Approval of July 9, 2019 (Special) Minutes and July 9, 2019 (Regular) Minutes

Upon motion of Commissioner Wechtel and second by Vice-Chairman Brigman, the board voted unanimously to approve the July 9, 2019 (Special) and July 9, 2019 (Regular) meeting minutes as submitted.

Agenda Item 3: Public Comment Policy

County Manager Forrest Gilliam discussed with the board, the current Public Comment Policy as well as reviewed a revised Public Comment Policy which would change where the public comment period appears on the agenda. Discussion was had by the Board. Upon motion of Chairman Gentry and second by Vice-Chairman Brigman, the board voted unanimously to approve the new public comment policy. (Attachment 3.1)

Agenda Item 4: Public Comment

Joe Miller-Mr. Miller spoke regarding fox trapping.
Penny Ballew-Ms. Ballew spoke regarding fox hunting.
Jackie Ball-Mr. Ball spoke regarding fox hunting.
John Caldwell-Mr. Caldwell spoke regarding fox hunting.
Hart Barnhill-Mr. Barnhill spoke regarding public comment and fox hunting.
Kevin Myers- Mr. Myers spoke regarding fox hunting.
Patti Waltz-Ms. Waltz spoke regarding the fox population.
Elaine Robbins-Ms. Robbins spoke regarding fox hunting.
Tricia Ruscoe-Ms. Ruscoe spoke regarding fox hunting.
Loretta Buckley Malakie-Ms. Buckley Malakie spoke regarding the EMS service in Madison County.
(Attachment 4.1)

Agenda Item 5: Public Hearing-Kenpak Lane

a. Resolution Presentation

County Manager Forrest Gilliam presented information regarding a resolution to change the road name of Kenpak Lane to Printpack Lane. Chairman Gentry opened the public hearing for the name change from Kenpak to Printpack Lane.

b. Public Comment

The board received no request for public comment for the hearing.

c. Discussion

Upon motion of Chairman Gentry, and second by Vice-Chairman Brigman, the board voted unanimously to close the public hearing.

d. Resolution Adoption

Upon motion of Vice-Chairman Brigman and second by Commissioner Goforth, the board voted unanimously to approve the name change. (Attachment 5.4)

Agenda Item 6: Chris Watson, Community Housing Coalition of Madison County

Mr. Watson presented the 2019-2020 HOME Fund Contract. He also discussed the contract and answered questions from the board. Upon motion of Commissioner Goforth and second by Commissioner Snelson, the board voted unanimously to approve the contract. (Attachment 6.1)

Agenda Item 7: Dee Heinmuller, Community Services Director

Ms. Heinmuller presented the 2019-2020 Respite Grant to the board. She also discussed the grant and answered questions from the board. Upon motion of Vice-Chairman Brigman and second by Commissioner Snelson, the board voted unanimously to approve the grant. (Attachment 7.1)

Agenda Item 8: Kathy Ray, Board of Elections

Dr. Ray presented to the board, on behalf of the Board of Elections, the Resolution to test new voting equipment during the municipal election in November 2019. She discussed with the board information regarding the equipment and that it would be used specifically to assist individuals with disabilities in voting to meet the Americans with Disabilities Act. Upon motion of Commissioner Goforth and second by Commissioner Wechtel, the board voted unanimously to approve. (Attachment 8.1)

Agenda Item 9: Eve Kindley, Extension Agent

Ms. Kindley presented to the board, Ms. Angela Mason who is a member of the Madison County 4-H Club. Ms. Mason spoke to the Commissioners regarding her upcoming attendance as a youth component of the 2019 NC Association of County Commissioners Annual Conference and discussed the benefits of 4-H.

Agenda Item 10: Becky Webb, Health Department Physical Officer

Ms. Webb presented the board with the proposed fee change schedule for the 2020 Physical Year pertaining to the health and dental clinics at the Health Department and discussed the information with board members. Upon motion of Commissioner Wechtel and second by Commissioner Snelson, the board voted unanimously to approve the new fee schedule. (Attachment 10.1)

Agenda Item 11: Consideration of Request to Ask General Assembly to Modify Law Pertaining to Fox Trapping in Madison County

North Carolina District Wildlife Management Biologist, Justin McVay discussed information with the board as well as answered questions regarding the fox population and fox hunting/trapping procedures and laws in North Carolina and Madison County. Officer Bryson, Wildlife Enforcement Officer with the North Carolina Wildlife Commission also joined Mr. McVay to discuss information pertaining to the issue as well as answered questions from the board.

Discussion was had amongst board members regarding the information. Upon motion of Chairman Gentry and second by Vice-Chairman Brigman, the board voted 3-2 in favor of not recommending a change of the regulations. Voting in favor of approving a change were Commissioners Matt Wechtel and Mark Snelson.

Agenda Item 12: Donny Laws, County Attorney

Mr. Laws presented signed petitions from the residents of State Road 1164 to the North Carolina Department of Transportation. The initial petition, the State Road 1164 Abandonment Petition as well as the second petition, the Petition requesting to add a new section of the Sate Road 1164 roadway to the state system were discussed with the board. Mr. Laws noted to the board that a modification to change the date on the Resolutions from July 9, 2019 to August 13, 2019 would need to be made. Upon motion of Commissioner Wechtel and second by Vice-Chairman Brigman, the board voted unanimously to approve the proposed road changes. (Attachment 12.1)

Agenda Item 13: Crystal Cantey, Finance Officer

a. Budget Amendment #1

Ms. Cantey presented to and discussed Budget Amendment #1 with the board. Upon motion of Vice-Chairman Brigman and second by Commissioner Goforth, the board voted unanimously to approve. (Attachment 13.1)

b. July Financial Report

The July Financial Report was presented to and discussed with the board by Ms. Cantey. (Attachment 13.2)

c. Tax Refunds and Releases

Ms. Cantey presented the tax refunds and releases for June 2019 and discussed the information with the board. Upon motion of Vice-Chairman Brigman and second of Commissioner Snelson, the board voted unanimously to approve the releases and refunds. (Attachment 13.3)

d. June 2019 Financial Statement

Ms. Cantey discussed the revised June 30, 2019 financials with the board. (Attachment 13.4)

e. Vaya Quarterly Report

The Vaya Quarterly Report was discussed with the board by Ms. Cantey. (Attachment 13.5)

Agenda Item 14: Forrest Gilliam, County Manager

a. County Manager's Report

Mr. Gilliam discussed the budget including surplus, fund balance, and capital outlay options with the board.

Also noted by Mr. Gilliam was the effort to have online tax bills going live through the Tax Collections Portal where bills can be paid online.

The release by the Department of Commerce pertaining to the increase in job growth in Madison County was also discussed with the board by Mr. Gilliam.

Mr. Gilliam discussed the new Driver's License space with the board noting that work was being done to the space and that the office should soon be starting a 5 day work week.

The visit from the Senior Team from the Department of Natural and Cultural Resources to Madison County as a follow up to the Home Town Strong Initiative was discussed with the board by Mr. Gilliam. He noted that the visit included stops at various locations to each town in the county.

b. Surplus Property

Mr. Gilliam discussed the current bid on surplus property, Parcel ID #: 8743-76-9065. Upon motion of Commissioner Wechtel and second by Chairman Gentry, the board voted unanimously to accept the bid.

c. Youth League Lease

Mr. Gilliam discussed the parcel of county owned land located on Carolina Lane in Marshall that the Commissioners had previously voted to allow the Youth League to use as a ball field and how to begin the process of advertising that would allow for the adoption of a Resolution to allow the lease according to §168-272. Upon motion of Chairman Gentry and second of Vice-Chairman Brigman, the board voted unanimously to authorize the County Attorney and County Manager to post the 30 day notice that is required.

Also presented to the board was the Resolution to name the Josh Merrill Baseball Field in Marshall, NC which was read aloud by Chairman Gentry. Upon motion of Vice-Chairman Brigman and second by Commissioner Snelson, the board voted unanimously to approve the Resolution. (Attachment 14.3)

Agenda Item 16: Closed Session

Upon motion of Chairman Gentry and second by Commissioner Snelson, the board voted unanimously to enter into closed session. Upon motion of Commissioner Wechtel and second by Chairman Gentry, the board voted unanimously to return to open session.

Agenda Item 17: Adjournment

Upon motion of Chairman Gentry and second by Commissioner Snelson, the board voted unanimously to adjourn.

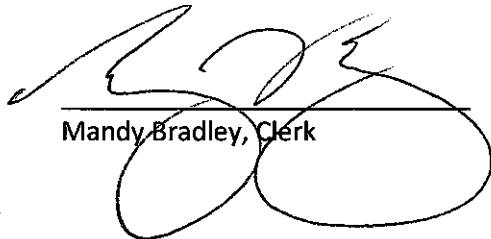
This the 9th day of July, 2019.

MADISON COUNTY



Norris Gentry, Chairman
Board of Commissioners

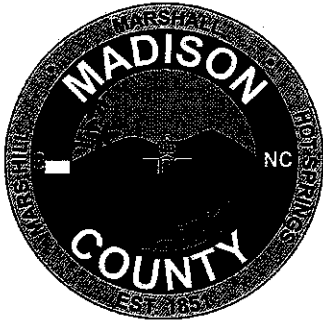
ATTEST:



Mandy Bradley, Clerk

Madison County Board of Commissioners
Public Comment Procedures
Adopted August 13, 2019

- An opportunity for public comment will be on the agenda at each regular monthly meeting of the Board.
- Those desiring to speak will sign up to speak between 6:30 and 6:55 PM (before the meeting starts).
- Staff other than Commissioners, County Attorney, or County Manager will facilitate those who wish to sign up to speak. A standardized form will be used.
- Those speaking will be limited to (3) minutes.
- Public comment will appear at the beginning of the agenda following the approval of minutes from previous meetings. Ten (10) speakers will be permitted during this time on the agenda. At the start of each regular monthly meeting, the Chair will review the list of people signed up to speak during public comment. In the event that more than ten (10) speakers have signed up to speak, an additional period of public comment will be added to the agenda and will be placed prior to the last item on the agenda. If the additional public comment period is required, an additional ten (10) speakers will be permitted to speak during that time. There will be no opportunity to sign up to speak after the start of the meeting.
- There will be no interaction, i.e. discussion during the comment period. (Commissioners, staff will not engage in dialogue with the speaker, giving no comment unless they desire to provide information at the end (after) the public comment period).



Madison County Commissioners Meeting Public Comment

August 13, 2019

7:00pm

A-B Tech, Madison Campus

3 Minute Time Limit

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

	Name	Signature
1. ✓	Joe Miller	Joe Miller
2. ✓	Penny Ballou	Penny Ballou
3. ✓	Jackie Baw	Jackie Baw
4. ✓	John Caldwell	John Caldwell
5. ✓	HART BARNHILL	Hart Barnhill
6. ✓	Kevin Myers	Kevin Myers
7. ✓	Patti Waltz	Patti Waltz
8. ✓	Elaine Robbins	Elaine Robbins
9. ✓	TRICIA RUSCOE	Tricia Ruscoe
10. ✓	Loretta Buckley Malakie	Loretta Buckley Malakie
11.		
12.		
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20.		

RESOLUTION AUTHORIZING THE MADISON COUNTY COMMISSIONERS TO CHANGE THE NAME OF THE STATE ROAD-1604 KNOWN AS KENPAK LANE, WHICH IS LOCATED OFF LONG BRANCH ROAD IN MARSHALL, NC WITHIN COUNTY OF MADISON TO PRINTPACK LANE

WHEREAS, Madison County is authorized to hold a public hearing pursuant to N.C.G.S. §153A-239.1 to rename a state maintained road within its jurisdiction; and

WHEREAS, the naming of state road-1604 was authorized to be named Kenpak Lane to support and recognize the local industry's, Kenpak Converters, Inc., existence within Madison County; and

WHEREAS, Kenpak Converters, Inc. became Printpack, Inc. in 2010, and the name of the road did not change when the company changed their ownership and name;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS OF MADISON COUNTY THAT:

The Madison County Commission authorizes the renaming of the state road-1604, known as Kenpak Lane, changed to Printpack Lane in Madison County as authorized in N.C.G.S. §153A-239.1, and to have the County Manager or his designee to change the road signs indicating the change.

Read, approved and adopted this the 13th day of August, 2019.

Chairman,
Madison County Commissioners

County Clerk,
Madison County

County Seal

**AGREEMENT FOR THE EXECUTION OF A
HOME INVESTMENT PARTNERSHIP PROGRAM**

**Madison County, North Carolina on behalf of Community Housing Coalition of Madison County
Rural Rehabilitation
FY 2018-19**

This Agreement, made and entered into this ____ day of _____ 2019, by and between the **City of Asheville**, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter "City"), and **Madison County, North Carolina**, a local government, existing under the laws of the State of North Carolina (hereinafter "Subrecipient") and acting as the fiscal agent for **Community Housing Coalition of Madison County**.

WITNESSETH:

WHEREAS, the City has entered into an Agreement for a HOME Investment Partnerships Program (hereinafter "Funding Agreement") with the U. S. Department of Housing and Urban Development (hereinafter "HUD"); and

WHEREAS, it is the purpose of this agreement to effect a specified portion of the program approved by the Funding Agreement in accordance with the policies expressed by and declared in Title II of the National Affordable Housing Act of 1990, as amended (hereinafter "Act"); and

WHEREAS, pursuant to said purpose the Subrecipient is undertaking certain activities and desires to engage the City to render certain assistance in such undertakings.

NOW, THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto, it is agreed as follows:

SCOPE OF SERVICES: The services to be performed pursuant to this Agreement (hereinafter "Project"), shall be those specified in the Scope of Services (attached hereto as **Attachment A**) and funded using resources specified in the Project Budget (attached hereto as **Attachment B**) and under the Project Title

**Madison County
Rural Rehabilitation**

in the application and/or Consolidated Plan submitted by the City and approved by HUD as that Project Title Consolidated Plan now reads or as it may later be modified in accordance with regulations promulgated by HUD. The Project shall be performed in accordance with the provisions of this Agreement and all attachments or supplements hereto and in full compliance with the policies, procedures, and requirements of the Act and regulations properly promulgated by HUD pursuant thereto. The Subrecipient shall perform all services covered by this agreement in accordance with all

federal, state, and local laws, ordinances, rules and regulations including, but not limited to, those outlined in the Certifications (attached hereto as **Attachment C**) of this Agreement.

The City may, from time to time, request changes in the scope of service of the Subrecipient to be performed hereunder. Such changes, including any increase or decrease in the amount of the Subrecipient's compensation which is mutually agreed upon by and between the City and the Subrecipient, shall be incorporated in written amendments to this Agreement.

1. DURATION OF AGREEMENT

This Agreement shall be effective as of the _____ day of _____ 2019, and shall remain in effect during the period of affordability required by the Act under 24 CFR Part 92.254.

2. AMENDMENTS

The City may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

3. SUSPENSION OR TERMINATION FOR CAUSE

The City, upon written notice to the Subrecipient, may suspend or terminate payment of Grant funds to the Subrecipient in whole or in part for cause which shall include, but not limited to, the following:

- (1) Ineffective or improper use of Grant funds;
- (2) Failure to comply with the terms and conditions of this Agreement;
- (3) Submission to the City of reports which are incorrect or incomplete in any material respect;
- (4) Suspension of the Grant from HUD to the City in whole or part for any reason.

The City, upon written notice to the Subrecipient, may also withhold payment of any unearned portion of the Grant if the Subrecipient is unable or unwilling to accept any additional conditions that may be provided by law, by executive order, by regulations or by other policy announced by HUD.

If the City withholds payment, it shall advise the Subrecipient in writing what action must be taken as a condition precedent to the resumption of payments. Upon such termination the Subrecipient shall remit any unexpended balance of advanced payments on account of the Grant as well as such other portions of such payments previously received as determined by the City to be due. The action of the City in accepting any such amount shall not constitute a waiver of any claim which the City may otherwise have arising out of this Agreement.

4. TERMINATION FOR CONVENIENCE OF CITY OR THE SUBRECIPIENT

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety. Written notice of termination must be delivered to the other party at least thirty (30) days prior to such termination.

5. FUNDING

The City will reimburse the Subrecipient from funds received from HUD for the Project in accordance with the approved Project Budget for the Project (**Attachment B**) or the actual cost of the Project, whichever is less. The payment procedure under this Agreement shall be in accordance with the following method: Payment shall be on a reimbursement basis upon receipt by the City of a Request to Draw Funds (hereinafter referred to as the Draw Request; the City shall provide the Subrecipient with such forms). The Report shall reflect expenditures and incurred expenses by budget line item. The Subrecipient shall also provide support documentation such as invoices and payroll for all expenditures included on the Draw Request. Requests for reimbursement shall be made monthly, unless otherwise agreed.

6. MAXIMUM PAYMENT

Payments under this Agreement are limited to those HOME funds specified in the Project Budget. It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum sum of **One Hundred Thousand Dollars (\$100,000)**.

7. RECORDS

The Subrecipient shall maintain and shall make available at reasonable times and places to the City such records and accounts, including property, personnel, and financial records, as are deemed necessary by the City and/or State and federal agencies in order to assure a proper accounting for all Project funds.

The Subrecipient shall provide any duly authorized City representative, representative of HUD and the Comptroller General of the United States, at all reasonable times, access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the HOME funds and the fulfillment of this agreement for a period of five years following the completion of all close-out procedures respecting HOME funds, and the final settlement and conclusion of all issues arising out of the HOME loan. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

7. EXPENSES NOT COVERED

Any costs and expenses not covered by the Project Budget, and hence not properly payable from Grant funds, shall be borne entirely by the Subrecipient, or paid from funds otherwise available to it, unless otherwise provided herein. In no case will the City reimburse any cost determined to be ineligible under this Agreement or under HUD regulations, regardless of any mistaken determination of eligibility at the time the costs were incurred, nor will the City reimburse any cost which has been or will be reimbursed from another source.

8. BUDGET CHANGES

- (a) Except for changes made in accordance with subsection (b) below, any and all alterations in the approved use of budgeted funds shall be subject to prior review by the City.
- (b) Funds may be shifted between line items of the Project without prior approval of the City only to the extent that such action does not result in a change in the Project and so long as it does not exceed ten percent (10%) of the line item total from which the funds are being removed or to which the funds are being added.
- (c) A report of fund shifts not requiring prior approval by the City shall be reported in writing to the City Director of Community Development within three (3) working days after its effective date.

9. FINANCIAL ACCOUNTING

The Subrecipient agrees to comply with the following requirements for which HUD has enforcement responsibility:

- (a) Administrative requirements of 2 CFR Part 200. These include the procurement requirements as applicable.
- (b) Subrecipients are required to comply with the Cost Principles set forth in 2 CFR Part 200, Subpart E, including Procurement Standards (attached hereto as **Attachment D**) for this Agreement.
- (c) The Subrecipient shall not commingle accounts to an extent that prevents the accounting and auditing of the funds provided hereunder; provided, however, that the Subrecipient may supplement the funds provided hereunder from other fund sources.
- (d) Funds provided hereunder are exclusively for the purposes of this Agreement under the terms and conditions of the Agreement, and the Subrecipient shall not temporarily or permanently shift such funds to other programs or for other purposes for any reason.
- (e) If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

- (f) The Subrecipient shall not purchase any non-expendable equipment or furnishings without the express written consent of the City.
- (g) Upon termination of the Agreement, the Subrecipient shall transfer to the City any unobligated funds on hand that were provided under this Agreement and any accounts receivable attributable to the use of funds provided.
- (h) The City retains the right to recover any questioned costs or overpayments from the Subrecipient.

10. CIVIL RIGHTS

- (a) Compliance: The Subrecipient agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- (b) Land Covenants: This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- (c) Section 504: The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
- (d) Affirmative Action:
 - (1) Approved Plan: The Subrecipient agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

(2) Women- and Minority-Owned Businesses (W/MBE): The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish sumamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

(3) Access to Records: The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

(4) Notifications: The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Subrecipient contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

11. INSURANCE AND LIABILITY

The Subrecipient's chief fiscal officer or insurer shall provide the City with a Certificate of Insurance naming the City of Asheville as an additional insured for General Liability and assuring that all persons handling funds received or disbursed under this Agreement are covered by fidelity bond, moneys and securities or a crime policy in an amount consistent with sound fiscal practice and with the coverage deemed necessary by the City for its employees.

12. LIABILITY OF CITY

Work to be performed as provided herein shall be done by the Subrecipient as an Independent Contractor. The City shall not be liable for claims for damages or losses arising out of the performance of this Agreement by the Subrecipient, its employees, officers or agents and the Subrecipient shall indemnify and hold harmless the City, its officers, agents and employees from all such claims arising under this agreement.

13. HOLD HARMLESS

The Subrecipient shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

14. WORKERS' COMPENSATION

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement

15. REPORTS

The Subrecipient agrees to provide a monthly report to the City which notes accomplishments, performance outcomes, beneficiaries, problems encountered and updates in work schedule, Subrecipient proceeds and any other information specified in the Scope of Services or needed by the City to complete the Consolidated Annual Performance and Evaluation Report and other reports required by HUD. This monthly report shall also include an accounting of all Subrecipient proceeds received and/or expended during the month and year to date.

The Subrecipient agrees to provide an Annual Audit Report. The audit shall be performed in compliance with generally accepted accounting practices and performed no later than 9 months after the end of the Subrecipient's fiscal year. The audit report shall be submitted to the City within 30 days after completion of the audit. If the Subrecipient receives more than \$750,000 of federal funds in a year, the audit must be carried out in compliance with the requirements of 2 CFR Part 200.

16. MONITORING AND EVALUATION

The Subrecipient agrees that the City may carry out monitoring and evaluation activities as determined necessary by the City and HUD. At a minimum, the Subrecipient will be monitored annually to ensure that HOME funds are used in accordance with all program requirements and written agreements as required under 24 CFR 92.504(a).

17. PUBLICITY

The Subrecipient shall make every effort in its publicity and in other ways, to fully inform the public concerning the Project. Any publicity given to the Project must recognize the Asheville Regional Housing Consortium as the sponsor and the Project being funded by HUD through the HOME Investment Partnerships Program. The City will, in all publicity originated by it concerning the Project, recognize the Subrecipient as the organization responsible for carrying out the Project.

18. ASSIGNABILITY

This agreement is expressly non-assignable without the prior written consent and approval of the City; nor may the Project be continued by a successor to the Subrecipient herein named without the prior written consent of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement and attachments hereto and final approval by the City.

19. HOME TERMS AND CONDITIONS

- (a) The Subrecipient shall assume responsibility for managing the day-to-day operations of its HOME projects, to assure compliance with program requirements outlined in 24 CFR Part 92, and for taking appropriate action when performance problems arise.
- (b) The Subrecipient will adhere to the 'Recapture Provisions' adopted by the Asheville Regional Housing Consortium on April 24, 2013 (which are HUD-approved) for all twenty-five (25) units in the subdivision, consistent with 24 CFR §92.254.a.5 of the HOME Final Rule.
- (c) The Subrecipient shall request disbursement of HOME funds only at the time funds are needed for reimbursement of eligible costs.
- (d) Upon completion of the project, the Subrecipient shall submit a completed HUD Project Set-up Report (HUD Form 40094) to the City for all HOME-assisted units concurrently with the final draw down.
- (e) The City shall review the activities of Subrecipient housing projects assisted with HOME funds to assure compliance with the requirements set out in 24 CFR Part 92 not less than annually. Each review must include an annual on-site inspection to determine compliance with local housing code and the HOME Program requirements. These inspections shall be conducted for each HOME-assisted unit in a project during the project's period of affordability.
- (f) The City shall hold the Subrecipient responsible for complying with the provisions of this agreement even when the Subrecipient designates a third party or parties to undertake all or any part of the program. All third parties must be bound in writing to the same provisions as required in this agreement.
- (g) The Subrecipient shall reimburse the City for any amount of HOME funds determined by HUD to have been improperly expended, and the City shall retain the right to recover any questioned costs or overpayments from the Subrecipient.
- (h) Upon termination, the Subrecipient shall remit any unexpended balance of advanced payments on account of the Grant as well as such other portions of such payments previously received as determined by the City to be due and the action of the City in accepting any such amount shall not constitute a waiver of any claim which the City may otherwise have.
- (i) The Subrecipient shall allow the City to carry out monitoring and evaluation activities as determined necessary by the City and HUD.
- (j) In the event of termination, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Subrecipient under this Agreement shall, at the option of the City, become the property of the City.
- (j) Affirmative Marketing: Any project containing five or more HOME assisted rental units must comply with section 92.351 of the HOME Final Rule and with the Asheville Regional Housing Consortium policy.

20. DOCUMENTS OF INCORPORATION

This Agreement is expressly made subject to all Attachments hereto, to all of the attachments, provisions, requirements, federal, state and local laws, rules and regulations of the April 13, 2010, Asheville Regional Housing Consortium Joint Cooperation Agreement and of the Funding Agreement between the City and HUD and to any and all requirements, whether federal, state or local, verbal or written, placed upon the City as lead entity of the Asheville Regional Housing Consortium. All of the foregoing are hereby made a part of this Agreement and incorporated herein by reference.

21. SPECIAL CONDITIONS

- (a) **Non-Discrimination:** In the provision of services made available by the use of these funds the Subrecipient will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of race, color, national origin, sex, age, disability or religion.
- (b) The Subrecipient will not discriminate against or limit housing opportunity to any person applying for such housing on the basis of race, color national origin, sex, age, disability or, religion.
- (c) **Religious Activities:** The Subrecipient will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

22. COMPLIANCE WITH OTHER FEDERAL REQUIREMENTS

The Subrecipient in accepting and using HOME Investment Partnership funds hereby assures and certifies that it will conduct and administer the activities and funds under this Agreement in compliance with the following Federal statutes, regulations and circulars when applicable:

- (a) **Section 109** of the Housing and Community Development Act of 1974 (the Act) as amended; and regulations issued pursuant thereto regarding prohibited discriminatory actions; The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 92.350(a). The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- (b) **Labor Standards:** The labor standards requirements as set forth in 24 CFR 92.354 and HUD regulations issued to implement Section 110 of the Act; The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than twelve (12) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- (c) **Environmental Standards:** Section 104(g) of the Act containing environmental standards and regulations contained in 24 CFR Part 58 to implement the requirements of the Act; The project awarded funding through this contract is subject to environmental review per 24 CFR Part 58. A Release of Funds has been obtained by the City of Asheville as the responsible entity for HUD. The project has received clearance and the letter is attached. Changes to the project may void this clearance and must be resubmitted for reevaluation.
- (d) **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970** and HUD implementing regulations in 24 CFR Part 42; The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 92.353; (b) the requirements of 24 CFR 92.353 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 92.353 governing optional relocation policies. [The City may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 92.535(b) and 92.353(c) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a HOME-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.
- (e) **Employment and Contracting:** Executive Order 11246, as amended by Executive Order 112086 and regulations issued pursuant thereto (41 CFR Chapter 60) relating to employment and contracting opportunities;
- (f) **Lead-Based Paint:** Section 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing regulations contained in 24 CFR Part 35, Subpart J, prohibiting the use of lead-based paint in residential structures;
- (g) **Debarred Contractors:** The prohibition against employing, awarding of contracts to, or engaging the services of any contractor or subcontractor debarred suspended, or ineligible for Federal funds under 24 CFR Part 24;

(h) **Conflict of Interest:** The Subrecipient agrees to abide by the conflict of interest regulations contained in 24 CFR Part 92.356 (attached hereto as **Attachment E**), which also require compliance with 24 CFR Part 85.36 and 24 CFR Part 84.42. These procurement and non-procurement provisions include, but are not limited to, the following:

- (1) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- (2) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- (3) No covered persons who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, Subrecipient, or subrecipient which are receiving HOME funds.
- (4) No owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for profit or non-profit (including a community housing development organization (Subrecipient) when acting as an owner, developer or sponsor) may occupy a HOME-assisted affordable housing unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

(i) **Section 3 of the Housing and Urban Development Act of 1968**, as amended concerning the provision of training, employment and business opportunities, including the following provisions:

- (1) **Compliance:** Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The

Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

(2) The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

i. "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

ii. The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the HOME-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the HOME-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

(3) The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

i. Notifications: The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

ii. Subcontracts: The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a

finding that the subcontractor is in violation of regulations issued by the grantor Subrecipient. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- (j) Drug Free Work Place Act;
- (k) National Historic Preservation Act of 1966, as amended;
- (l) Code of Federal Regulations 24 Part 92 containing regulations for the HOME Investment Partnership Act.

(m) Lobbying : The Subrecipient hereby certifies that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (3) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipient's shall certify and disclose accordingly.
- (4) Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (n) Hatch Act: The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

23. MISCELLANEOUS PROVISIONS

- (a) The singular of any term used in this Agreement shall include the plural, and the masculine shall include the feminine, and vice versa.
- (b) A signed copy of this Agreement shall be considered as an original.
- (c) Service of all notices under this Agreement shall be sufficient if given personally, by registered or certified mail, return receipt requested, and mailed to the party involved at the address and to the attention of the person set forth below, or to such other person or address as said party may provide in writing from time to time. Any such notice mailed to such address shall be effective upon the date received as shown by the returned receipt or otherwise;
- (d) E-Verify Employer Compliance: Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
- (e) City of Asheville staff are responsible for verifying that the subrecipient is not listed on the Iran Divestment List or the Companies Boycotting Israel Final Divestment List published by the State Treasurer pursuant to N.C.G.S. 147-86.60 and 147-86.62. The City shall not contract with any company or their affiliates listed on these divestment lists.

CITY OF ASHEVILLE

Mr. Paul D'Angelo
Community Development Program Director
Post Office Box 7148
Asheville, North Carolina 28802

Madison County, NC

Forrest Gilliam
107 Elizabeth Lane
P.O. Box 579
Marshall, NC 28753

Attachments:

1. Attachment A: Scope of Services
 2. Attachment B: Project Budget
 3. Attachment C: Certifications
 4. Attachment D: Procurement Standards
 5. Attachment E: Conflict of Interest
-

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed on its behalf and attested; and the Subrecipient has caused the same to be duly executed and attested on its behalf.

Attest to:

CITY OF ASHEVILLE, North Carolina

City Clerk
(Corporate Seal)

By: _____
Debra Campbell
City Manager

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid certify that **Magdalen Burleson** personally came before me this day and acknowledged that she is the City Clerk of the City of Asheville, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its City Manager and attested by herself as its City Clerk.

Witness my hand and notarial seal this _____ day of _____, 2019.

Notary Public

My Commission Expires: _____

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

Barbara Whitehorn, Chief Financial Officer

Date

Madison County, North Carolina

Attest to:

Mandy Bradley, County Clerk
(Corporate Seal)

By: _____

Norris Gentry, Board of Commissioners Chair

**STATE OF NORTH CAROLINA
COUNTY OF MADISON**

I, a Notary Public of the County and State aforesaid certify that,
_____ personally came before me this day and acknowledged that
he/she is the County Clerk of Madison County, and that by authority duly given and as the act
of the corporation the foregoing instrument was signed in its name by its Chair and attested by
himself/herself as its Secretary.

Witness my hand and notarial seal this _____ day of _____, 2019.

Notary Public
My Commission Expires: _____

ATTACHMENT A

MADISON COUNTY, NC RURAL REHABILITATION

2018-2019
HOME Funds

Scope of Service

Description:

Madison County, NC will utilize \$100,000 of 2018-2019 HOME funds to rehabilitate four (4) housing units belonging to low income residents in order to bring homes up to code, eliminate threats to life, safety or health of the residents, incorporate accessibility modifications for the frail elderly and disabled, and make energy efficiency improvements to reduce monthly utility costs. Madison County will contract with the Community Housing Coalition of Madison County (CHCMC) to perform housing rehabilitation on owner-occupied homes in Madison County.

Activities:

Madison County, NC and CHCMC will conduct the following tasks in accordance with professional housing rehabilitation standards:

- Conduct client intake services including assisting homeowners to complete applications for assistance and verifying income;
- Pre-inspect each housing unit selected to determine rehab feasibility;
- Complete work write-up (work specifications) for each housing unit selected and obtain homeowner's agreement;
- Complete cost estimate;
- Send work write-up out for bids to contractors and subcontractors, as needed;
- Submit received bids to homeowner for approval and bid award;
- Submit copy of the search (at www.sam.gov) for all contractors and subcontractors on the Federal Debarment and Suspension List (EPLS).
- Submit all necessary reports and information to the City of Asheville, including:
 - environmental review information,
 - photos of each side of the home,
 - project set-up forms for environmental review approval
 - release prior to start of rehab;
- For each rehabilitated housing unit, submit to the City a completed *Homeowner Rehab Completion Form* prior to drawdown of HOME funds;
- Coordinate all volunteer labor that will be utilized for rehab activities;
- Authorize commencement of construction; process construction payments;
- Coordinate all interim and final inspections with Madison County Building Inspections Department;
- Obtain from homeowner a signed Final Statement of Satisfaction for completed rehab work;

- Obtain from General Contractor a signed Release of Liens;
- Obtain from all Subcontractors a signed Release of Liens;
- Submit all necessary status reports, information and completion reports with the requisition for payment to the City of Asheville;

Performance Outcomes:

HOME funds will be used to assist in the rehabilitation of four income qualifying households in Madison County of no greater than 80% of the Area Median Income.

Schedule:

Action	Start date (m/d/yy)	Target date for completion (m/d/yy)
Complete Contracting process with City of Asheville	5/1/19	7/9/19
Publicize CHC accepting applications for services	7/1/19	7/31/19
Accept applications for assistance	7 /1/19	10/1/19
Recommend/receive approval for 4 eligible clients	8/1/19	3/1/20
Execute rehab projects for approved clients	8/1/19	7/31/20
Execute volunteer sourced projects	8/1/19	7/30/20
Close-out all HOME projects	7/30/20	12/31/20

Compliance:

1. Madison County, NC and CHCMC will use HOME funds in an amount not to exceed \$3000 as direct project management costs, which are costs incurred in carrying out the management responsibilities in the Homeowner Rehab program.
2. Madison County, NC and CHCMC will use HOME funds in an amount not to exceed \$6000 as direct project delivery costs, which are costs incurred for inspections, drafting work write ups, site visits, and other related delivery responsibilities to ensure home complies with all applicable state and local codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion.
3. Madison County, NC and CHCMC understands that the City will retain \$10,000 (10% of the total amount) for final payment and to prevent a 12 month lapse in draw requests. The final draw request will not be paid until successful completion of the project or partial payment will be made if there is a lapse of 12 months with no draw request. Full reimbursement of draw requests will be paid if project completion occurs earlier than the dates specified above.
4. In determining the qualifying income of homebuyers, CHCMC will utilize the annual income as defined in 24 CFR Part 5. This is the annual income used by such Federal programs as Section 8, public housing and the Low Income Housing Tax Credit Program. Documentation of Part 5 compliance will be kept in each activity file and must be submitted upon request to the City of Asheville for monitoring and audit purposes.

5. CHCMC will follow HUD regulations regarding lead-safe work practices wherever a painted surface is disturbed in a house built before 1978. In each activity file, a signed "lead applicability" form must be retained. CHCMC will ensure that each housing unit selected for rehabilitation will be inspected and tested for lead-based paint by a certified lead inspector/risk assessor. If a housing tests positive for lead-based paint, interim controls, abatement, or a combination of both, will be utilized by contractors certified in lead-based paint work safe practices. A clearance test will be conducted upon completion of the interim controls/abatement activities and a report issued to the City of Asheville. CHCMC will ensure that all lead-based paint notices will be given to each homeowner.
6. Under no circumstances will the HOME after-rehab costs exceed the maximum per-unit subsidy amount established at Part 92.250(a) of the HOME Final Rule. The Asheville Community Development Division will provide these maximum amounts, as needed.
7. CHCMC will ensure that housing units rehabilitated with HOME funds comply with all applicable state and local codes, rehabilitation standards, ordinances, and zoning ordinances at the time of completion.
8. CHCMC will certify by utilizing income verification methods defined in 24 CFR Part 5 (Section 8 annual gross income) for each of the assisted households. All households assisted have verified income of no greater than 80% of the Area Median Income per HOME program rules
9. Submit site-specific environmental review checklist to the City of Asheville for each home for which HOME funds might be committed. Only proceed with committing funds, including contracting with homeowners and contractors for rehab after receiving environmental review clearance from City of Asheville Community Development Office.
10. HOME funds will be disbursed on a reimbursement basis for eligible expenditures (As itemized in **Attachment B**). Expenses incurred on or before the signing date of this contract by the City of Asheville City Manager are not eligible for reimbursement. All Draw Requests must be accompanied with supporting documentation, to include paid invoices, and/or copies of both sides of canceled checks. In no case will the Draw Request(s) exceed the amount of funding approved for this grant.
11. Comply with Section 3 of the Housing and Urban Development Act of 1968, which requires that economic opportunities generated by certain HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be given to low and very low income persons. CHCMC, and its contractors and subcontractors must maintain and submit a list of all "new hires" for project construction.
12. To insure no contract is awarded to a contractor that is ineligible for federal assisted work, CHCMC must document in the program file and submit to the City of Asheville, a copy of all contractors and subcontractors' search of Federal Debarment & Suspension list (EPLS) located at www.sam.gov.

13. CHCMC will comply with the U.S. Department of Homeland Security E-Verify system pursuant to North Carolina state law. CHCMC its Contractors and subcontractors are subject to this requirement CHCMC, contractors and subcontractors also understand that CHCMC, Contractors, and subcontractors must demonstrate compliance with E-Verify or attest to employment of less than 25 employees within the State of North Carolina.

Reporting:

1. Community Housing Coalition of Madison County and Madison County NC will complete and submit progress reports, including a narrative summary of activities and outcomes, with each reimbursement request to the City of Asheville during the term of the agreement. Progress reports shall include the project budget, demographics, and outcome report on forms provided by the City. The narrative report will indicate progress on each activity in this Scope of Work and provide information about successes and challenges in program delivery.

2. Community Housing Coalition of Madison County and Madison County NC will submit a Consolidated Annual Performance and Evaluation Report Form (CAPER Report), due by July 31, 2019, to the City of Asheville, and for any subsequent annual period during which project activities have continued, until final project completion.

ATTACHMENT B

PROJECT BUDGET

FY 2018-2019

Madison County Rural Rehabilitation

Revenue Sources	Amount
HOME Funds (This Grant)	100,000
Madison County	5,000
Total Revenue	105,000
In Kind Contributions	5,000
TOTAL REVENUE + IN KIND SUPPORT	110,000

Expenses	HOME Grant	Other Sources	Total Program Budget
Salaries	\$9000		\$9000
Taxes and Fringe Benefits		\$500	\$500
Professional Fees		\$4000	\$4000
Travel and Training		\$500	\$500
Direct Assistance to Clients	\$91000		\$91,000
In-kind		\$5000	\$5000
TOTAL	\$100,000	\$10,000	\$110,000

Staffing	Annual Salary and Benefits	% of Time on Program	% Salary Paid on HOME	Total Salary on Program	Amount Charged to HOME
Volunteer Coordinator	\$19,500	10%	10%	\$1,950	\$0
Program Coordinator	\$28,288	25%	25%	\$7,072	\$7,027
Bookkeeper	\$4,067	5%	5%	\$203	\$0
Rehab Specialist	\$31,000	10%	10%	\$3,100	\$1,973
Admin Assistant	\$13,104	2%	0%	\$0	\$0
Executive Director	\$33,670	5%	5%	\$1,684	\$0
TOTAL				\$9,000	\$9,000
Travel and mileage					\$0
TOTAL					\$9,000

ATTACHMENT C
CONFLICT OF INTEREST

(a) Applicability

- (1) In the procurement of supplies, equipment, construction, and services by recipients, and by subrecipients (including those specified at CFR 570.204(c), the conflict of interest provisions in 24 CFR 85.36 and OMB Circular A-110, respectively, shall apply.
- (2) In all cases not governed by 24 CFR 85.36 and OMB Circular A-110, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient, by its subrecipients, or to individuals, businesses and other private entities under eligible activities which authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to CFR 570.202, or grants, loans and other assistance to businesses, individuals and other private entities pursuant to CFR 570.203, CFR 570.204 or CFR 570.455.)

(b) Conflicts prohibited

Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, the general rule is that no persons described in paragraph (c) of this section who exercised any functions or responsibilities with respect to CDBG activities assisted under this part or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from a CDBG assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(c) Persons covered

The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or subrecipients which are receiving funds under this part.

(d) Exceptions: threshold requirements

Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it determines that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. An exception may be considered only after the recipient has provided the following:

- (1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- (2) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(e) Factors to be considered for exceptions

In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d) of this section, HUD shall consider the cumulative effect of the following factors, where applicable:

- (1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;
- (2) Whether an opportunity was provided for open competitive bidding or negotiation;
- (3) Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (4) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;

A

Attachment C (continued)

- (5) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;

- (6) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- (7) Any other relevant considerations.

ATTACHMENT D

PROCUREMENT STANDARDS

(a) Procurement standards

- (1) Agency will use its own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.
- (2) Agency will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (3) Agency will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
 - (i) The employee, officer or agent,
 - (ii) Any member of his immediate family,
 - (iii) His or her partner, or
 - (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to subagreements. Agency may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agency, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.
- (4) Agency procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

- (5) To foster greater economy and efficiency, Agency is encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.
- (6) Agency is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- (7) Agency is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- (8) Agency will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- (9) Agency will maintain records sufficient to detail the significant history of a procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- (10) Agency will use time and material type contracts only:
 - (i) After a determination that no other contract is suitable, and
 - (ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.
- (11) Agency alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.
- (12) Agency will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose

information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protest by the Federal agency will be limited to:

- (i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and
- (ii) Violations of the Agency's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(b) Competition

- (1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of CFR 85.36. Some of the situations considered to be restrictive of competition include but are not limited to:
 - (i) Placing unreasonable requirements on firms in order for them to qualify to do business.
 - (ii) Requiring unnecessary experience and excessive bonding.
 - (iii) Noncompetitive pricing practices between firms or between affiliated companies.
 - (iv) Noncompetitive awards to consultants that are on retainer contracts.
 - (v) Organizational conflicts of interest.
 - (vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and
 - (vii) Any arbitrary action in the procurement process.
- (2) Agency will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- (3) Agency will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

- (i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and
 - (ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- (4) Agency will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(c) Methods of procurement to be followed:

- (1) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$25,000 in the aggregate, if small purchase procurements are used, price or rate quotations will be obtained from an adequate number of qualified sources.
- (2) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction if the conditions in CFR 85.36(d)(2)(i) apply.
 - (i) In order for sealed bidding to be feasible, the following conditions should be present:

- (A) A complete, adequate, and realistic specification or purchase description is available;
 - (B) Two or more responsible bidders are willing and able to compete effectively for the business; and the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
- (ii) If sealed bids are used, the following requirements apply:
- (A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;
 - (B) The invitation for bids which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;
 - (C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
 - (D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - (E) Any or all bids may be rejected if there is a sound documented reason.
- (3) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
- (i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
 - (ii) Proposals will be solicited from an adequate number of qualified sources;
 - (iii) Agency will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

- (iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - (v) Agency may use competitive proposal procedures for qualifications, based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- (4) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.
- (i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:
 - (A) The item is available only from a single source;
 - (B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation'
 - (C) The awarding agency authorizes noncompetitive proposals; or
 - (D) After solicitation of a number of sources, competition is determined inadequate.
 - (ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit, is required.
 - (iii) Agency may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(d) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

- (1) The Agency will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

- (2) Affirmative steps shall include:
- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - (v) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
 - (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2)(i) through (v) of this section.

(e) Contract cost and price

- (1) Agency must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.
- (2) Agency will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

- (3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see CFR 85.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.
- (4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(f) Awarding agency review

- (1) Agency must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- (2) Agency must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc., when:
 - (i) The Agency's procurement procedures or operation fails to comply with the procurement standards in this section; or
 - (ii) The procurement is expected to exceed \$25,000 and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or
 - (iii) The procurement, which is expected to exceed \$25,000, specifies a "brand name" product; or
 - (iv) The proposed award over \$25,000 is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - (v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than \$25,000.
- (3) The Agency will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.
 - (i) The Agency may request that its procurement system be reviewed by HUD to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall

occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis:

- (ii) The Agency may self-certify its procurement system. Such self-certification shall not limit HUD's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. The Agency will cite specific procedures, regulations, standards etc., as being in compliance with these requirements and have its system available for review.

(g) Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding \$100,000, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- (1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- (2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(h) Contract provisions.

The Agency's contracts must contain provisions in paragraph (i) of this Section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Procurement Policy.

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such

sanctions and penalties as may be appropriate. (Contracts other than small purchases).

- (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).
- (3) Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Part 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair).
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation).
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of HUD requirements and regulations pertaining to reporting.
- (8) Notice of HUD requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) HUD requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the Agency, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

Attachment E

24 CFR § 92.356 Conflict of Interest

- a. *Applicability.* In the procurement of property and services by participating jurisdictions, State recipients, and subrecipients, the conflict of interest provisions in **24 CFR 85.36** and **24 CFR 84.42**, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.
- b. *Conflicts prohibited.* No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- c. *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.
- d. *Exceptions: Threshold requirements.* Upon the written request of the participating jurisdiction, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. An exception may be considered only after the participating jurisdiction has provided the following:
1. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
 2. An opinion of the participating jurisdiction's or State recipient's attorney that the interest for which the exception is sought would not violate State or local law.
- e. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the participating jurisdiction has satisfactorily met the requirements of paragraph (d) of this section, HUD will consider the cumulative effect of the following factors, where applicable:
1. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;
 2. Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

3. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
4. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (c) of this section;
5. Whether undue hardship will result either to the participating jurisdiction or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
6. Any other relevant considerations.

f. Owners and Developers.

1. No owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) may occupy a HOME-assisted affordable housing unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.
2. *Exceptions.* Upon written request of a housing owner or developer, the participating jurisdiction (or State recipient, if authorized by the State participating jurisdiction) may grant an exception to the provisions of paragraph (f)(1) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME program and the effective and efficient administration of the owner's or developer's HOME-assisted project. In determining whether to grant a requested exception, the participating jurisdiction shall consider the following factors:
 - i. Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted housing, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
 - ii. Whether the person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted housing in question;
 - iii. Whether the tenant protection requirements of § 92.253 are being observed;
 - iv. Whether the affirmative marketing requirements of § 92.351 are being observed and followed; and
- v. Any other factor relevant to the participating jurisdiction's determination, including the timing of the requested exception.

Funds Provided by Older Americans Act Title III e
National Family Caregiver Support Program (NFCSP) Act as Amended in
2006 and State Appropriated Funds

Respite Service Award Application

Grant Period: July 1, 2019 - June 30, 2020

To be considered:

All applications must be received at Land-of-Sky Regional Council
by 5:00 pm –Friday, July 19, 2018. The application must be typed. The
application may be scanned and e mailed to ruth@landofsky.org, mailed or
faxed to the address below.

Land-of-Sky Regional Council
AREA AGENCY ON AGING
339 New Leicester Highway, Suite 140
Asheville, North Carolina 28806
Tel: (828) 251-6622 or
828-251-7441 (Direct Line for Family Caregiver Specialist)
Fax: (828) 251-6353



North Carolina Family Caregiver Support Program
Completing the Care

The Land-of-Sky Regional Council Area Agency on Aging (LOSRC AAA) reserves the right to request additional information and/or references; to accept or reject any or all applications; to waive technicalities; to accept applications in whole or in part; and, to determine funding allocation and award a contract(s) which, in the opinion of the grantor, best serves caregivers. **This application will become a part of the award contract.** Awards granted as a result of this application are contingent upon the LOSRC AAA receiving sufficient funds from the Administration on Aging and the North Carolina Division of Aging and Adult Services.

Application for Caregiver Directed Respite Service Award

Agency: Madison County Community Services

Address: 462 Long Branch Road, Marshall, NC 28753

Grant Manager: Dee Heinmuller
dheinmuller@madisoncountync.gov
828 649 2722

Contact Person: Edwina Craig, Service Coordinator
ecraig@madisoncountync.gov
828 649 2722

This grant award will be awarded to provide caregiver consultation and assistance to caregivers in Madison County of Region B. The funding available is listed below.

Madison (\$2,000.00) _____X_____

Land of Sky Regional Council reserves the right to ask for additional information if necessary.

SECTION 1: Narrative of Proposal –

Briefly answer the following questions. This narrative should be no more than 4 pages. You may attach a written policy

Briefly answer the following questions. See National Family Caregiver Support Program (NFCSP) funded Caregiver Consultation and Award Information at the end of this application.

1. How will you identify caregivers who need this service?

Madison County Community Services is active in Madison County. We will work within our community of Active Living Centers, VA services, In Home Aide and Transportation programs to help identify caregivers in need of this service. As well, we are part of the 211 referral service and have a close working relationship with Madison County Department of Social Services Elder Department and Madison County Health Department. MCCS is also conducts quarterly Council on Aging meetings and is a proud supporter of AARP and the Land of Sky Regional Council. These collaborative efforts reach many citizens in need of this service and together we can identify eligible caregivers in Madison County.

2. How will you determine when it's appropriate to stop the monthly contact and close the case?

Our In Home Aide Supervisor and Veterans Service Officer stationed at the Marshall Active Living Center will be receiving the duties to promote and run the service as its Coordinator. She has the education and years of experience working with senior and their care givers. She will assess the need to continue, taper or terminate services based on the grant requirements, the needs of the caregiver and the best interest of the care recipient.

3. How will you help caregivers who receive a respite grant use their respite in a timely and effective manner?

The Service Coordinator will work with and assess the needs of the caregiver with face to face interviews, both in the home and in the office. She will work with caregivers to provide resources and industry best practices for both the care giver and the care recipient. This intervention and grant parameters will help to guide the caregiver to use the respite grant in a timely and effective manner.

4. How will you assist caregivers that need respite but are not eligible for Family Caregiver Support Program (FCSP) funded respite?

Madison County Community Services has a packet of local and out of County resources. The Service Coordinator will provide this information and within

reason work with the caregiver to locate other appropriate services.

5. How will you determine if the caregiver has actually benefitted from this service?

The Service Coordinator will complete a DAAS 6223 in a face to face interview with the caregiver to determine the benefits and concerns from the service.

For Questions Contact:

Ruth Price, Family Caregiver Support Program Specialist

Land-of-Sky Regional Council

339 New Leicester Hwy, Ste 140

Asheville, North Carolina 28806

(P) 828-251-7441

(F) 828-251-6353

ruth@landofsky.org

National Family Caregiver Support Program (NFCSP) funded Caregiver Consultation and Award Information

Care consultation and assistance for family caregivers is intended to assist family caregivers in developing a plan to sustain them in their caregiving journey.

Care consultation and assistance begins with a face to face consultation with the family caregiver to identify the caregiver's needs, inform the caregiver about community resources, and develop a plan to help the caregiver cope with the demands of caregiving. Any person age 18 or older who is caring for an individual age 60 or older or for an individual under age 60 with dementia is eligible for this service.

The Sub-recipient will complete a thorough face-to-face assessment provided or approved by the Pass through Agency and develop a care plan for the caregiver using the form provided or approved by the Pass through Agency, and complete the DAAS 101 client registration form.

Sub-recipient will determine whether additional contacts and ongoing care planning for the caregiver are necessary. When additional care planning is necessary the caregiver will be contacted at least monthly to provide ongoing support and update the care plan if necessary until the case is closed.

When the caregiver care plan indicates the need for respite sub-recipient will inform the caregiver about respite options and enroll eligible caregivers for respite when funding is available. When respite funding is not available they will place eligible caregivers on their respite waiting list.

Sub-recipient will help caregivers who are not eligible for Family Caregiver Support Program (FCSP) funded respite to identify and access other respite programs such as the NC Lifespan Respite Voucher program and or assist them in developing their own natural support system.

The number of contacts provided per month must be documented in the client records with accompanying case notes to describe the purpose and results of the contact.

Face to face visits, phone calls, mailed correspondence, emails, and text messages, may all be counted as contacts.

REPORTS/REIMBURSEMENTS

The Sub-recipient shall use the Aging Management Resources System (ARMS) monthly to enter information from the Client Registration Form and report the number of contacts provided for each client. The Pass-through Agency will reimburse the Sub-recipient based on these ARMS entries. Units are entered under service code 823. The sub-recipient will request 1/12th of their total budget for reimbursement each month.

UNITS OF SERVICE:

One unit of service is one contact.

Sub-recipient responsibilities

Sub-recipient will ensure that caregiver is eligible for this service (see criteria below)

Caregiver Consultation and Assistance Eligibility Criteria

For caregivers of older individuals

- o Caregiver must be an adult age 18 or older
- o Care recipient must be age 60 or older. A care recipient with

Alzheimer's Disease or a related dementia may be any age.

Sub-recipient will also

- Reach priority groups including low income, rural, minority older adults and those with limited English proficiency and provide documentation of outreach efforts.
- Complete the Client Registration Form (DAAS 101) required by the Concerned Funding Agency and any Sub-recipient assessment forms and action/care plan tools provided or approved by the Pass-through Agency.
- Maintain appropriate records of contacts made and document this in client files.
- Report units of service in Arms each month. Units are reported for service code 823.
- Inform caregivers regarding their rights including their right to confidentiality
- Assure a method is implemented to obtain caregiver feedback on services provided to determine impact of services on caregiver's well-being.
- Inform caregivers of the Consumer Contributions Policy required by the Concerned Funding Agency.
- The suggested contribution schedule is never shared with clients who receive only care management.

Funds Provided by Older Americans Act Title III e
National Family Caregiver Support Program (NFCSP) Act as Amended in 2006
and State Appropriated Funds

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Land-of-Sky Regional Council
AREA AGENCY ON AGING
339 New Leicester Highway, Suite 140
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North Carolina Family Caregiver Support Program
Completing the Care

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Application for Caregiver Directed Respite Service Award

Agency: Madison County Community Services

Address: 462 Long Branch Road, Marshall, NC 28753

Grant Manager: Dee Heinmuller

Contact Information: dheinmuller@madisoncountync.gov

828 649 2722

Contact Person: Service Coordinator

Name: Edwina Craig

Phone number: 828 649 2722

E-mail: ecraig@madisoncountync.gov

This grant award will be awarded to provide consumer directed respite to caregivers in Madison County of Region B. The funding available is listed below.

Madison (\$8,000.00) _____X_____

Land of Sky Regional Council reserves the right to ask for additional information if necessary.

SECTION 1: Narrative of Proposal –

Briefly answer the following questions. This narrative should be no more than 4 pages. You may attach a written policy

Client Eligibility: Clients receiving respite must be eligible for National Family Caregiver Support Program (NFCSP) funded respite services (see Responsibilities listed later in this application).

1. How will you recruit and enroll caregivers?

Madison County Community Services is active in Madison County. We will work within our community of Active Living Centers, VA services, In Home Aide and Transportation programs to help identify caregivers in need of this service. As well, we are part of the 211 referral service and have a close working relationship with Madison County Department of Social Services Elder Department and Madison County Health Department. MCCS is also conducts quarterly Council on Aging meetings and is a proud supporter of AARP and the Land of Sky Regional Council. MCCS has a monthly radio spot with our local radio station, this has proven to be a wide audience. As well our Face Book page for Marshall Active Living Center has produced great results in the past with recruiting and promoting programs. These collaborative efforts reach many citizens in need of this service and together we can identify eligible caregivers in Madison County

2. How will you reach those caregivers that have the greatest economic and or social needs (i.e. low income, minority, rural individuals and those with limited English proficiency)? Provide specific plan.

The collaboration and “cross pollination” of services within Madison County Community Services in addition to our social media outlets and monthly radio program we have been able to identify need for our current services. Most of our clients are low income and rural. Our partnership with the Madison County DSS, Health Department, Council on Aging and other local agencies will provide a larger base in which to attract individuals. The census update of 2017 projects less than 1% of Madison County citizens are minorities or English proficient; though this will not stop us from finding ways within the community to connect with those individuals.

3. There is an annual cap of \$1,000.00 for Family Caregiver Support Program (FCSP) funded respite. In cases of extreme need exceptions can be made if funding is available.

a. How will you ensure that the \$1,000.00 cap is not exceeded?

The Service Coordinator for the grant will follow the requirements, parameters and comply with all rules set by the grant. While the service is being offered and used, the Service Coordinator, will offer resources and industry practice knowledge to support the caregiver in working toward other options in the future.

b. How will you determine extreme need?

The Service Coordinator will work with the Grant Manager to assess to assess need once a DAAS 6223 in a face to face interview with the Caregiver to review the need. The Service

Coordinator will identify partnerships, resources and other possible programs that are involved or could be involved to best fit the needs of the caregiver. If all other programs, resources and partnerships have been exhausted then a conversation with Land of Sky, Ruth Price, Family Caregiver Specialist would be requested to review needs and assessment.

4. Caregivers of people with dementia may also receive respite services funded by Project CARE. They cannot receive respite funding from both programs concurrently but may receive funds from both programs when funding is available. There is an annual cap of \$2,500.00 per caregiver for respite services provided by both the FCSP and Project CARE services combined.

How will you ensure that this cap is not exceeded?

A call to Project CARE will occur prior to the FCSP program award as part of the assessment process with collaboration throughout the funding term to support the service of the caregiver.

5. Caregivers should be allowed to hire private individuals including family members who do not live with the care recipient to provide respite. In this case the caregiver is the employer. What will you do to inform caregivers about his and help them function in this role?

The Service Coordinator will work with the caregiver about expectations and role of the hired private individual by sharing knowledge of what has worked with the MCCS In Home Aide program. The Service Coordinator can also provide resources to locate an appropriate private individual.

6. If you purchase services from another provider how will you determine the quality of their services?

We have working relationships with two of the County providers who offer respite care. We are in and out of many of the local care facilities weekly. We will work with the caregiver with expectations and the assessment they have of the care receiver's stay.

7. How will you ensure that NFCSP respite funds do not replace/supplant existing services?

Part of the assessment process is to identify with the caregiver already established services. This would require the caregiver to give MCCS permission to speak with already established services, there is a form for this to support HIPPA confidentiality rules, if necessary. The Service Coordinator will work with partners to coordinate this information.

8. How will you help caregivers use their respite in a timely and effective manner?

The Service Coordinator will work with and assess the needs of the caregiver with face to face interviews, both in the home and in the office. She will work with caregivers to provide resources and industry best practices for both the care giver and the care recipient. This intervention and grant parameters will help to guide the caregiver to use the respite grant in a timely and effective manner.

9. How will you assure that all respite funds are spent by June 15, 2020?

In the past, MCCS has been a part of this program. We have exhausted funds every year. The 2017 census projection for Madison County's aging population is 34% and rising. With MCCS's established presence in the community we believe that we are a source for many caregivers and their care receivers. Word of mouth in the community moves mountains. Once this is available we project there will be many to apply. As well, we have a long waiting list of folks who have contacted MCCS for In Home Aide services by a family member. This is a list in which we can use to spread the word.

10. How will you determine if the caregiver has actually benefitted from their respite? Provide an assessment tool.

The Service Coordinator will complete a DAAS 6223 in a face to face interview with the caregiver to determine the benefits and concerns from the service.

11. How will you handle requests/referrals for emergency respite?

The Service Coordinator will meet with the Grant Manager to determine if the request is appropriate. The caregiver would need complete an assessment and be eligible for the service prior to approval.

Section 2: Budget

Complete line item budget. Indicate total amount requested.

No more than 10 percent of funding may used for administration. This funding should be used primarily to reimburse respite service providers.

There is a unit rate for respite. This rate is established by the contracted provider.

1. What is your unit rate for each of the following?

In-home respite (1 hour= 1 unit) : _____

: Adult day services (1 day = 1 unit) _____

Short-term institutional respite (1 hour = 1 unit) _____

2. How did you determine these unit rates?

These rates were set by a local care facility that offers respite services.

Agency Name: Madison County Community Services

National Family Caregiver Support Program (NFCSP) funded Caregiver Directed Respite Grants

Subrecipient Responsibilities

Caregiver respite services offer temporary, substitute supports or living arrangements for the person the caregiver is supporting in order to provide a brief period of relief or rest for caregiver.

Agencies receiving these awards will administer a caregiver directed respite program for eligible caregivers. Caregivers will be able to choose home care, adult day services, short-term facility care or a combination of these. The contractor will partner with or purchase services from other providers or persons if necessary to allow these options.

The contractor will partner with or purchase services from other providers or persons if necessary to allow caregivers to choose home care, adult day services, short term facility care or a combination of these services.

Caregivers will also be allowed to use their respite funds to hire private individuals to provide respite including family members who do not live with the care recipient. When caregivers choose this option they serve as the respite provider's employer and will be informed about their role and responsibilities in this capacity.

Grant Manager will ensure that all clients enrolled are eligible for National Family Caregiver Support Program (NFCSP) funded respite services

In order to receive NFCSP funded respite clients must meet these requirements.

Caregiver is an adult age 18 or older

Care recipient is age 60 or older with impairment in at least 2 activities of daily living or individuals of any age with Alzheimer's disease or related disorders with neurological and related brain dysfunction. Traumatic brain injury is not a related disorder.

Caregivers must not be receiving respite from other federally funded programs.

Subrecipient will ensure that the NC Division of Aging and Adult Services (DAAS) Client Registration Form 101(CRF) is completed and signed by the caregiver at enrollment and updated annually. The registration form must also be updated and entered into Aging Resource Management System (ARMS)

whenever there is a change in status.

Subrecipient will ensure that enrolled caregivers are informed about the consumer contributions policy, their client rights and their right to confidentiality.

Subrecipient will ensure that the client registration form and service units received per month are entered into the ARMS reporting system monthly.

Subrecipient will add care management (service code 823) as a service for all caregivers that receive respite and enter 1 contact in ARMS for enrolling the respite client.

Subrecipient will review the monthly ARMS Units of Service report sent from the Family Caregiver Specialist (FCS) and within one week of receipt, email the FCS any spending that is not within 2% of the expected level.

Subrecipient will ensure that the caregiver does not receive more than \$1,000.00 for respite services except in cases of extreme need. In cases of extreme need the grant manager will request permission from the Family Caregiver Resource Specialist to exceed this amount.

There is an annual cap of \$2,500.00 per caregiver for respite services provided by both the FCSP and Project CARE services combined. Subrecipient will ensure that this cap is not exceeded.

Subrecipient will attend trainings/consultation offered by the Family Caregiver Resource Specialist not to exceed one per quarter.

For Questions Contact:

Ruth Price, Family Caregiver Support Program Specialist
Land-of-Sky Regional Council
339 New Leicester Hwy, Ste 140
Asheville, North Carolina 28806
(P) 828-251-74441
(F) 828-251-6353
ruth@landofsky.org

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
 - [] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;
 - OR**
 - [] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

Title

Contractor Name

Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street

City, State, Zip Code

Street

City, State, Zip Code

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.
2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Disclosure Of Lobbying Activities
(Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-Award	<p>3. Report Type:</p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ Quarter _____ Date Of Last Report: _____
<p>4. Name and Address of Reporting Entity:</p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier (if known) _____ Congressional District (if known) _____	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> Congressional District (if known) _____	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number (if applicable) _____</p>	
<p>8. Federal Action Number (if known)</p>	<p>9. Award Amount (if known) \$</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payment (check all that apply): \$ _____ actual planned</p>	<p>13. Type of Payment (check all that apply):</p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<p>12. Form of Payment (check all that apply):</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary):</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

FFATA Reporting Requirements

All Entities that receive federal funds are required to provide the following information per the reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA)
<http://www.gpo.gov/fdsys/pkg/BILLS-109s2590enr/pdf/BILLS-109s2590enr.pdf>.

A. General Information:

Entity's Legal Name: _____

Address: _____

City, State, ZIP+4: _____

Phone: _____ Email: _____

Congressional District: _____ DUNS number: _____

Date of registration or last update in the SAM (System for Award Management): _____

Primary Location of Performance (if different from the above):

Address: _____ City, State, ZIP+4: _____

Congressional District: _____

B. FFATA Compensation Reporting Requirements:

1. In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the provided DUNS number belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and cooperative agreements?

Yes. If "Yes," please answer the following question (#2).

No. If "No," please skip to Certification.

2. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes. If "Yes," skip to Certification.

No. If "No," and the information is not available in your SAM registration, please complete the following (#3):

3. Entities Required to Provide Executive Compensation Data:

Names, Titles and total compensation of top 5 executives:

1.	_____	\$ _____
2.	_____	\$ _____
3.	_____	\$ _____
4.	_____	\$ _____
5.	_____	\$ _____

C. Certification:

Please provide the name and title of the appropriate individual who is authorized to attest to the accuracy of the information provided above:

Print Name: _____

Title: _____

Signature: _____

Date: _____

State Certifications

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) [check one of the following boxes]
 - Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
 - The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 - (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: _____

Contractor's Authorized Agent: Signature _____ Date _____

Printed Name _____ Title _____

Witness: Signature _____ Date _____

Printed Name _____ Title _____

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date



NORTH CAROLINA

VOTE

State Board of Elections

Mailing Address:
P.O. Box 27255
Raleigh, NC 27611-7255

Phone: (919) 733-7173
Fax: (919) 715-0135

KIM WESTBROOK STRACH
Executive Director

PROCEDURES FOR RECOMMENDATION OF PURCHASE OF CERTIFIED VOTING SYSTEM

STEP 1: DEMONSTRATION

The county board of elections ("Board") must witness a demonstration of the recommended new voting system, comparing it to at least one alternative type of voting system. The demonstration can be organized as part of a public meeting with invitations to the Board of County Commissioners, the County Manager, and the political parties in the county.

STEP 2: PRELIMINARY RECOMMENDATION

Following the demonstration, the Board should make a recommendation to the Board of County Commissioners on which type of voting system the county should acquire.

STEP 3: TEST

The Board must instruct its staff to coordinate a test of the proposed, certified voting system in at least one precinct (or one-stop site) during an election. The county board staff must notify the State Board of Elections of the test and coordinate the testing with the assistance of the State Board of Elections' Voting Systems staff prior to the system's use in an election. All of the components of the system are subject to Logic & Accuracy Testing prior to their use.

STEP 4: SBE APPROVAL

Following the test, the Board must seek the approval of the State Board of Elections to replace its voting system, or any portion thereof.

STEP 5: FINAL RECOMMENDATION TO COUNTY BOARD OF COMMISSIONERS

The Board must make a recommendation to the Board of County Commissioners for the approval and funding to acquire the voting.

STEP 6: COUNTY COMMISSIONER APPROVAL

The Board of County Commissioners may now adopt and acquire the certified and approved voting system. The board of county commissioners may also decline to adopt and acquire the certified and approved voting system recommended by the county board of elections, but may not adopt and acquire any voting system that has not been approved by the county board of elections.



NORTH CAROLINA

State Board of Elections

REQUEST FOR APPROVAL TO REPLACE VOTING SYSTEM

The _____ County Board of Elections ("Board"), having met on _____ hereby seeks the approval of the State Board of Elections to replace its voting system, or a portion thereof.

In support of this request, this Board asserts:

1. The Board witnessed a demonstration of the following voting systems.

Date and place of Demonstration 1			
Type of voting system(s)	<i>Check all that apply:</i>		
	<input type="checkbox"/> Optical Scan	<input type="checkbox"/> DRE	
	<input type="checkbox"/> Ballot Marking	<input type="checkbox"/> Ballot on Demand	
	<input type="checkbox"/> Accessible	<input type="checkbox"/> Vote Tabulation Software	
Vendor		Model(s)	
Date and place of Demonstration 2			
Type of voting system(s)	<i>Check all that apply:</i>		
	<input type="checkbox"/> Optical Scan	<input type="checkbox"/> DRE	
	<input type="checkbox"/> Ballot Marking	<input type="checkbox"/> Ballot on Demand	
	<input type="checkbox"/> Accessible	<input type="checkbox"/> Vote Tabulation Software	
Vendor		Model(s)	

2. Following the demonstration, our Board made a preliminary recommendation to acquire the following voting system(s):

3. Our County tested the recommended voting system(s) in the _____ Election on _____ in _____ one-stop sites and _____ Election Day precincts. The testing was successful.
Agreement of Voting Systems Staff: _____

WHEREFORE, the _____ County Board of Elections seeks approval to acquire following voting system (s):

SBE staff use only			
The proposed voting system replacement <input type="checkbox"/> IS <input type="checkbox"/> IS NOT approved.			
Approved by		Date	

**MADISON COUNTY
BOARD OF ELECTIONS**
Post Office Box 142
Marshall, North Carolina 28753
(828) 649-3731 FAX (828) 649-0187

Jerry Wallin, CEO, Chair
Ray Lewis, Secretary
Brian Ball, Member
Sandra Tolley, Member
Dyatt F. Smathers, CEO, Member

Kathy M Ray, CERA, Director
Donald Wade Gabagan II, Deputy Director

RESOLUTION

TO TEST NEW VOTING EQUIPMENT

WHEREAS, the Madison County Board of Elections has the authority and duty to recommend a voting system of a type, make, and model approved certified by the State Board of Elections for use in some or all voting places in the county at some or all elections in accordance with G.S. 163-165.9; and

WHEREAS, the Madison County Board of Elections has witnessed a demonstration, in the county or at a site designated by the State Board of Elections, of the type of voting system being tested and also witnessed a demonstration of at least one other type of voting system that has been submitted for certification by the North Carolina State Board of Elections;

WHEREAS, Madison County Board of Commissioners has a Term Contract with the certified vendor;

WHEREAS, funds are available from the Madison County Board of Commissioners to finance the test and rent or purchase the equipment;

THEREFORE BE IT RESOLVED that the Madison County Board of Elections hereby recommends the testing of the certified voting equipment to the Madison County Board of Commissioners:

Voting Type:	AutoMark Ballot Marker
Vendor:	Election Systems & Software (ES&S)
Test Sites:	Marshall Community Center, Hot Springs Welcome Center, and Mars Hill Public Library
Date of Test:	November 5, 2019
Estimated Cost of Test:	\$2,200.00

Jerry Wallin 7-17-19
Jerry Wallin, Chair
Ray Lewis, Sec. 7-17-19
Ray Lewis, Sec.
Sandra Tolley 7-19-2019
Sandra Tolley
Dyatt Smathers 7-19-2019
Dyatt Smathers

Clinical Fees	18-19	19-20
UPEP, Protein Electrophoresis, Urine	22.00	30.00
Hgb, Sickle Cell	516.00	279.00
Creatine Kinase, Total	24.00	10.00
Beta 2 Glycoprotein	62.00	21.00
Ova & Parasite, Smear, Complex Speical Stain	-	20.00
Immunization Admin	15.00	20.00
Hep A, (>18 yrs)	67.00	82.00
HPV (Gardasil) 3 dose schedule	216.00	220.00
Rabies Vaccine, IM	315.00	399.00
Hearing Evaluation with I&R	24.00	34.00
Nexplanon	998.00	820.00
Dwelling Lead Investigation	500.00	1200.00

Dental Fees		
Dental X-Ray	75.00	105.00
Space Maintainer, one sided	200.00	250.00
Pulpotomy	215.00	250.00

<u>Reason for change</u>	<u>Units / Yr</u>
	2
Medicaid reimbursement increased	0
Decrease in cost to Health Dept. (\$253.00 per test)	0
Decrease in reimbursements rates	0
Decrease in reimbursements rates	0
New lab code	510
Increase in reimbursement rates/s per state can't charge more than \$20.45	29
Medicaid reimbursement increased	0
Increase in cost to Health Dept. (\$217.11/dose)	9
Medicaid reimbursement increased/Increase in cost to Health Dept. (\$337.00/dose)	0
Medicaid reimbursement increased	24
Decrease in reimbursements rates	0
Medicadi reimbursement increase	0

Medicaid reimbursement increased
 Medicaid reimbursement increased
 Medicaid reimbursement increased

**RESOLUTION OF MADISON COUNTY BOARD OF COMMISSIONERS
CONCURRING IN THE REQUEST AND APPROVAL OF ABANDONMENT OF A
PORTION OF SR 1164 (ROCKHOUSE ROAD) FROM THE STATE MAINTAINED
SYSTEM**

THAT WHEREAS all of the property owners along the last section of SR 1164 (Rockhouse Road) in Madison County, NC have heretofore requested the Division of Highways of the North Carolina Department of Transportation to abandon a portion of SR 1164 for a length of .75 miles as is more particularly shown on the vicinity map attached to the Petition, (hereinafter proposed abandoned road) 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 along the last section of SR 1164 (Rockhouse Road) that a portion of SR 1164 for a length of .75 miles be abandoned from the state maintained system.

Resolved this the 13th day of August, 2019. Signed this the ____ day of August, 2019.

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 MADISON COUNTY BOARD OF COMMISSIONERS
CONCURRING IN THE REQUEST THAT A NEW SECTION OF SR 1164
(ROCKHOUSE ROAD) BE ADDED TO THE STATE MAINTAINED SYSTEM**

THAT WHEREAS all of the property owners on a section of SR 1164 (Rockhouse Road) in Madison County, NC have heretofore requested the Division of Highways of the North Carolina Department of Transportation to add a new section of SR 1164 (Rockhouse Road) to 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 a section of SR 1164 (Rockhouse Road) that said section of SR 1164 (Rockhouse Road) be added as a new built section of road for a length of .82 miles and be maintained as a portion of the state maintained system to serve those property owners.

Resolved this the 13th day of August, 2019. Signed this the _____ day of August, 2019.

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)

**Madison County
Board of Commissioners**

**2020 Budget Amendment #1
August 13, 2019**

Description	Line Item	Debit	Credit
Health Department			
Grant	10.5110.7000		500.00
Transfer funds to Transportation to assist with transportation for Madison County Drug treatment court participants			
Transportation			
Drug Treatment Court Transport	10.4522.1980	500.00	
Transfer funds from the Health Dept. to assist with transportation for Madison County Drug treatment court participants			
Economic Development			
Hot Springs Internet Grant	10.3511.3945		5,000.00
Hot Springs Internet Grant	10.5211.3945	5,000.00	
Increases revenues for funds received from TDA and increases corresponding expenses for the Hot Springs internet			
Tax Assessor			
Contracted Services	10.4141.6110	5,100.00	
Capital Equip & Furniture	10.4141.5100	1,941.00	
Carryforward remaining amount in FY19 to cover invoice for FY20 for Property Cards Online & CAMA software and Frontier telephone purchase			
Tax Collector			
Capital Equip & Furniture	10.4140.5100	1,941.00	
Increases capital equip for Frontier telephone purchase as approved in Feb 2019			
Animal Shelter			
Capital Equip & Furniture	10.4380.5100	1,553.00	
Increases capital equip for Frontier telephone purchase as approved in Feb 2019			
Building Inspections			
Capital Equipment	10.4350.5110	1,941.00	
Increases capital equip for Frontier telephone purchase as approved in Feb 2019			
Cooperative Ext.			
Capital Equip & Furniture	10.4950.5100	3,493.00	
Increases capital equip for Frontier telephone purchase as approved in Feb 2019			
Library			
Capital Equip & Furniture	10.6110.5100	5,435.00	
Increases capital equip for Frontier telephone purchase as approved in Feb 2019			
Maintenance			
Capital Equip & Furniture	10.4261.5100	389.00	
Increases capital equip for Frontier telephone purchase as approved in Feb 2019			
Parks & Rec			
Capital Equip & Furniture	10.6130.5100	777.00	
Increases capital equip for Frontier telephone purchase as approved in Feb 2019			

Register of Deeds

Capital Equip & Furniture 10.4180.5100 1,941.00
Increases capital equip for Frontier telephone purchase as approved in Feb 2019

Fund Balance

Transfer from Fund Balance 10.3000.1000 24,511.00

Soil & Water Conservation

Transfer from Fund Balance 33.3000.1000 20,000.00

MCSWCD General Fund 33.4965.5000 20,000.00

Increases fund balance to cover additional expenses for the Library Cistern Project

Net effect of all budget amendments Difference 50,011.00 50,011.00
\$ -

General Fund	Revenues	\$	29,511.00	
	Expenses	\$	29,511.00	\$ -
Fund 33	Revenues		20,000.00	
	Expenses		20,000.00	

MADISON COUNTY
MONTHLY FINANCIAL REPORT

We are 8.33% of the way through the FY20 budget.

Bank balances at July 31, 2019 are as follows:

	Unrestricted	Restricted
General Fund	\$ 362,782.19	
Debt Service Fund	\$ 204,190.26	
Capital Outlay Fund	\$ 325,994.73	
Capital Management	\$ 6,274,765.05	
Occupancy Tax Fund		\$ 35,361.90
Revaluation Fund		\$ 197,729.63
Tourism Development		\$ 431,520.58
Automation Fund		\$ 157,527.35
Drug Seizure Fund		\$ 23,022.34
Inmate Trust Fund		\$ 21,587.72
Soil & Water Conservation		\$ 89,540.74
Total of All Accounts:	\$ 7,167,732.23	\$ 956,290.26

New Jail Loan	\$ (480,000.00)	(Due in February)
Cooperative Extension Loa	\$ (53,333.33)	(Due in June)
School Debt Service	\$ (429,667.00)	(Due in February)
40-42 Set Aside for School:	\$ (412,380.61)	
Unspent Grant/Restricted	\$ (954,687.17)	
Medicaid Cost Settlement	\$ (760,122.11)	
Encumbered Amounts	\$ (3,621,873.37)	

**Total Unassigned and
Unrestricted Bank
Balances**

\$ 455,668.64

	General	Landfill	911	Total
Unassigned and Unrestricted totals by	\$ 270,706.40	\$ (3,376.61)	\$ 188,338.85	\$ 455,668.64

Notes:

- Occupancy Tax Fund - Balance is low because every quarter you must give 97% of the receipts to the TDA and 3% to the county.

**MADISON COUNTY
MONTHLY FINANCIAL REPORT**

SUMMARIES:

Percentage of budget at July 31, 2019 is:

All Funds:		YTD	Amended Budget	% OF BUDGET
Revenues	\$	557,233.19	\$ 28,104,580.00	1.98
Expenditures	\$	1,046,095.76	\$ 28,104,580.00	3.72

General Fund	MTD		YTD	Encumbered	% OF BUDGET	YEAR TO DATE 7/18
Revenues to Date:	\$ 507,893.98	\$	507,893.98		1.96	\$ (5,017.31)
Expenditures to Date:	\$ 917,905.01	\$	917,905.01	\$ 2,869,173.17	3.54	\$ 1,069,783.71
Gain/Loss to Date:	\$ (410,011.03)	\$	(410,011.03)			\$ (1,074,801.02)
Contingency	\$ 100,000.00					

Landfill	MTD		YTD	Encumbered	% OF BUDGET	YEAR TO DATE 7/18
Revenues to Date:	\$ 32,014.02	\$	32,014.02		1.62	\$ 16,085.72
Expenditures to Date:	\$ 103,534.21	\$	103,534.21	\$ 727,290.20	5.23	\$ 122,224.86
Gain/Loss to Date:	\$ (71,520.19)	\$	(71,520.19)			\$ (106,139.14)
Contingency	\$ 30,000.00					

911 Emergency Telephone Services	MTD		YTD	Encumbered	% OF BUDGET	YEAR TO DATE 7/18
Revenues	\$ 17,325.19	\$	17,325.19		8.34	\$ -
Expenditures	\$ 24,656.54	\$	24,656.54	\$ 25,410.00	11.87	\$ 4,327.69
Gain/Loss	\$ (7,331.35)	\$	(7,331.35)			\$ (4,327.69)
Contingency	\$ -					

**MADISON COUNTY
MONTHLY FINANCIAL REPORT**

GENERAL FUND:

DEPARTMENT	MTD	YTD	% OF BUDGET	YEAR TO DATE 7/18
Vehicle Tax	\$ 159.84	\$ 159.84	0.02	\$ 114.52
Overages/Underages	\$ -	\$ -		\$ -
Ad Valorem Tax Interest	\$ 7,786.61	\$ 7,786.61	5.19	\$ 12,081.83
Late Listing Fee	\$ 558.32	\$ 558.32	3.72	\$ 87.03
Legal Fees	\$ -	\$ -		\$ -
2003 Ad Valorem Tax	\$ -	\$ -		\$ -
2004 Ad Valorem Tax	\$ 100.57	\$ 100.57		\$ -
2005 Ad Valorem Tax	\$ -	\$ -		\$ -
2006 Ad Valorem Tax	\$ 37.04	\$ 37.04		\$ 100.00
2007 Ad Valorem Tax	\$ 394.43	\$ 394.43		\$ 611.83
2008 Ad Valorem Tax	\$ 149.76	\$ 149.76		\$ 632.19
2009 Ad Valorem Tax	\$ 515.50	\$ 515.50	8.59	\$ 1,123.17
2010 Ad Valorem Tax	\$ 193.10	\$ 193.10	1.61	\$ 471.52
2011 Ad Valorem Tax	\$ 407.18	\$ 407.18	8.14	\$ 556.58
2012 Ad Valorem Tax	\$ 219.81	\$ 219.81	2.20	\$ 989.64
2013 Ad Valorem Tax	\$ 234.76	\$ 234.76	1.17	\$ 1,064.79
2014 Ad Valorem Tax	\$ 317.97	\$ 317.97	1.27	\$ 900.25
2015 Ad Valorem Tax	\$ 428.58	\$ 428.58	1.43	\$ 3,925.79
2016 Ad Valorem Tax	\$ 1,750.35	\$ 1,750.35	2.92	\$ 10,216.32
2017 Ad Valorem Tax	\$ 6,456.03	\$ 6,456.03	6.46	\$ 32,988.30
2018 Ad Valorem Tax	\$ 24,759.36	\$ 24,759.36	13.38	\$ 200.00
2019 Ad Valorem Tax	\$ 7,224.42	\$ 7,224.42	0.07	\$ -
Collection Fees: Marshall	\$ -	\$ -		\$ -
Collection Fees: Mars Hill	\$ -	\$ -		\$ -
Collection Fees: Hot Spring	\$ -	\$ -		\$ -
Sale of Tax Maps	\$ 40.00	\$ 40.00	10.00	\$ 181.50
Tax Office Copies	\$ -	\$ -		\$ -
Returned Check Fees	\$ -	\$ -		\$ -
Refunds/Overpayment of T	\$ 31.88	\$ 31.88		\$ 34.83
Contra: Returned Check	\$ -	\$ -		\$ -
Sale of Foreclosed Property	\$ -	\$ -		\$ -
Contra: Foreclosed Property	\$ -	\$ -		\$ -
Sales Tax/Video Program	\$ -	\$ -		\$ (4,047.46)
Sales Tax	\$ -	\$ -		\$ (318,195.42)
Gas Tax Refund/State	\$ -	\$ -		\$ (6,500.17)
Payment In Lieu of Taxes	\$ -	\$ -		\$ -
Forest Service Timber Sale	\$ -	\$ -		\$ -
Clerk of Court	\$ 175.99	\$ 175.99	0.22	\$ -
Board of Elections	\$ 55.35	\$ 55.35	0.28	\$ 167.11
Register of Deeds	\$ 31,417.75	\$ 31,417.75	10.04	\$ 20,658.25
Sheriff's Department	\$ 14,792.80	\$ 14,792.80	1.13	\$ 26,626.24
Emergency Management	\$ -	\$ -		\$ -
Inspections	\$ 28,106.76	\$ 28,106.76	17.09	\$ 24,781.40
Animal Control	\$ 338.00	\$ 338.00	1.59	\$ 2,643.33
Transportation	\$ (1,963.53)	\$ (1,963.53)	(0.20)	\$ (88,440.07)
Cooperative Extension Ser	\$ -	\$ -		\$ -
Soil & Water Conservation	\$ -	\$ -		\$ -
Grant Revenues/JCPC/DJJC	\$ 3,969.55	\$ 3,969.55	1.55	\$ -
Health Department	\$ 89,703.13	\$ 89,703.13	4.54	\$ 104,007.48
Medicaid Hold Harmless Tr	\$ -	\$ -		\$ -
Social Services	\$ 217,484.85	\$ 217,484.85	8.98	\$ 66,199.00

MADISON COUNTY
MONTHLY FINANCIAL REPORT

Department	MTD	YTD	% OF BUDGET	YEAR TO DATE 7/18
AFDC	\$ -		\$ -	
Foster Care	\$ 56,645.60	\$ 56,645.60	5.47	\$ 68,278.06
Medicaid	\$ -		\$ -	
Adoption	\$ 1,425.00	\$ 1,425.00	1.91	\$ 4,320.00
Child Support Enforcement	\$ 198.64	\$ 198.64	0.17	\$ 25.00
In Home Aides	\$ (1,607.25)	\$ (1,607.25)	(1.84)	\$ 35.55
Beech Glen Center	\$ 235.00	\$ 235.00	2.47	\$ 285.00
Nutrition	\$ (2,230.23)	\$ (2,230.23)	(1.25)	\$ (1,770.00)
State Lottery Funds/Educa	\$ -		\$ -	
Library	\$ 7,588.75	\$ 7,588.75	7.45	\$ 10,622.81
Parks & Recreation	\$ 5,560.00	\$ 5,560.00	51.91	\$ 4,375.00
Interest Earned	\$ 57.31	\$ 57.31	0.07	\$ 9,516.36
Rent of County Property	\$ 4,175.00	\$ 4,175.00	6.49	\$ 4,811.64
Finance/Other	\$ -		\$ -	\$ 100.49
Miscellaneous Income	\$ -		\$ -	\$ 203.00
Fund Transfer In	\$ -		\$ -	
Transfer In - Fund 23 CDBG	\$ -		\$ -	
Transfer In - Fund 38 QSCB	\$ -		\$ -	
Totals	\$ 507,893.98	\$ 507,893.98	1.96	\$ (5,017.31)

GENERAL FUND EXPENDITURES

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 7/18
Governing Body	\$ 7,004.23	\$ 7,004.23	\$ 12,287.32	6.95	\$ 9,481.68
Finance Office	\$ 48,648.15	\$ 48,648.15	\$ 69,641.98	8.25	\$ 46,934.18
Tax Collector	\$ 12,390.90	\$ 12,390.90	\$ 1,751.63	4.36	\$ 11,352.05
Tax Supervisor	\$ 10,428.18	\$ 10,428.18	\$ 3,064.09	4.29	\$ 10,376.31
Land Records	\$ -	\$ -	\$ -		\$ 3,836.74
Professional Services	\$ -	\$ -	\$ 40,000.00		\$ -
Court Facilities	\$ 250.00	\$ 250.00	\$ 2,600.00	1.80	\$ 262.77
Board of Elections	\$ 31,019.79	\$ 31,019.79	\$ 6,746.58	11.19	\$ 9,765.80
Register of Deeds	\$ 9,936.07	\$ 9,936.07	\$ 6,054.29	3.58	\$ 9,734.65
Register of Deeds- Automa	\$ -	\$ -	\$ -		\$ -
Maintenance	\$ 16,779.90	\$ 16,779.90	\$ 45,063.40	3.75	\$ 21,678.26
Sheriff's Department	\$ 223,018.96	\$ 223,018.96	\$ 344,416.70	6.36	\$ 223,197.35
Emergency Management	\$ 5,101.70	\$ 5,101.70	\$ 4,814.42	5.32	\$ 4,396.35
911 Dispatchers	\$ 34,316.89	\$ 34,316.89	\$ 10,067.67	5.48	\$ 28,591.02
Fire Contract/Forest Servic	\$ -	\$ -	\$ -		\$ -
Inspections	\$ 16,920.90	\$ 16,920.90	\$ 3,812.02	5.61	\$ 20,574.36
Economic Development	\$ 5,255.52	\$ 5,255.52	\$ -	3.82	\$ 4,589.87
Medical Examiner	\$ -	\$ -	\$ -		\$ 2,250.00
Ambulance Service Contra	\$ -	\$ -	\$ 1,126,670.00		\$ 93,889.00
Animal Control	\$ 14,292.34	\$ 14,292.34	\$ 1,977.53	4.47	\$ 19,854.34
Transportation - Admin	\$ 8,221.75	\$ 8,221.75	\$ 5,702.72	6.56	\$ 9,019.00
Transportation - Operating	\$ 40,574.78	\$ 40,574.78	\$ 3,718.40	8.67	\$ 33,166.82
Transportation - Capital Ot	\$ 3,991.25	\$ 3,991.25	\$ 283,284.00	0.70	\$ -
Transportation - EDTAP	\$ 54.90	\$ 54.90	\$ -	0.27	\$ -
Planning & Development	\$ 2,882.27	\$ 2,882.27	\$ 7,000.00	1.59	\$ 1,560.00
Information Technology	\$ 7,833.86	\$ 7,833.86	\$ 2,344.78	3.89	\$ 8,486.11
Cooperative Extension	\$ 4,965.76	\$ 4,965.76	\$ 8,651.87	1.87	\$ 16,268.98
Soil & Water	\$ 9,607.21	\$ 9,607.21	\$ 1,252.30	7.10	\$ 10,329.09
Health Department	\$ 139,072.75	\$ 139,072.75	\$ 36,030.17	4.46	\$ 169,372.44

**MADISON COUNTY
MONTHLY FINANCIAL REPORT**

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 7/18
Smart Start	\$ 3,123.34	\$ 3,123.34	\$ -	6.18	\$ 3,124.27
Management Admin.	\$ 198.00	\$ 198.00	\$ -	0.06	\$ -
Social Services	\$ 178,975.06	\$ 178,975.06	\$ 13,797.22	5.56	\$ 188,115.86
AFDC	\$ 800.13	\$ 800.13	\$ -	10.00	\$ -
Special Assistance	\$ 8,479.50	\$ 8,479.50	\$ -	4.76	\$ 11,569.00
State Foster Care	\$ -	\$ -	\$ 630.11		\$ -
IV-E Foster Care	\$ -	\$ -	\$ -		\$ -
Medical Assistance Program	\$ -	\$ -	\$ -		\$ -
Adoption Assistance	\$ 6,148.35	\$ 6,148.35	\$ 6,000.00	4.61	\$ 5,608.40
Crisis Intervention	\$ 1,639.38	\$ 1,639.38	\$ -	0.85	\$ 909.26
Child Support	\$ 6,022.03	\$ 6,022.03	\$ -	4.74	\$ 5,952.58
In Home Aides	\$ 11,669.67	\$ 11,669.67	\$ 376.48	5.77	\$ 16,166.38
Nutrition	\$ 18,240.90	\$ 18,240.90	\$ 54,704.07	4.63	\$ 21,067.38
Education	\$ -	\$ -	\$ 646,339.00		\$ -
A-B Technical College	\$ -	\$ -	\$ 112,500.00		\$ 9,375.00
Bank Charges	\$ -	\$ -	\$ -		\$ 1,515.24
Library	\$ 22,619.35	\$ 22,619.35	\$ 3,895.60	4.28	\$ 29,587.50
Parks & Recreation	\$ 7,421.24	\$ 7,421.24	\$ 3,978.82	6.52	\$ 7,825.67
Debt Services	\$ -	\$ -	\$ -		\$ -
Debt Services Interest	\$ -	\$ -	\$ -		\$ -
Fund Transfer In/ Landfill & Library					
Fund Transfer Out/Revaluation					
TOTALS	\$ 917,905.01	\$ 917,905.01	\$ 2,869,173.17	3.54	\$ 1,069,783.71

LANDFILL FUND

REVENUES	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 7/18
Transfer From Fund Balanc	\$ -	\$ -	\$ -		\$ -
Landfill Miscellaneous Fees	\$ -	\$ -	\$ -		\$ -
Returned Check Fees	\$ -	\$ -	\$ -		\$ -
Surplus Property Proceeds	\$ -	\$ -	\$ -		\$ -
State Tire Disposal Fee	\$ -	\$ -	\$ -		\$ (7,897.35)
Local Tire Disposal Fee	\$ 14.00	\$ 14.00	\$ -	2.80	\$ 152.80
White Goods Tax	\$ -	\$ -	\$ -		\$ (2,121.73)
Sale of White Goods	\$ -	\$ -	\$ -		\$ 1,643.40
Household Hazardous Was	\$ 10.00	\$ 10.00	\$ -	0.71	\$ -
Temporary Disposal Cards	\$ 1,447.00	\$ 1,447.00	\$ -	4.99	\$ 2,230.00
Duplicate Disposal Cards	\$ 40.00	\$ 40.00	\$ -	4.00	\$ 70.00
Landfill Disposal Cost Fees	\$ 8,976.12	\$ 8,976.12	\$ -	8.16	\$ 2,625.14
Landfill Sale of Recyclables	\$ 7,475.58	\$ 7,475.58	\$ -	13.84	\$ 5,752.30
Nuisance Tires	\$ -	\$ -	\$ -		\$ -
Disposal Cards	\$ 8,377.81	\$ 8,377.81	\$ -	0.53	\$ 11,882.39
Construction Demolition	\$ 5,664.84	\$ 5,664.84	\$ -	8.09	\$ 4,115.88
Solid Waste Disposal Distri	\$ -	\$ -	\$ -		\$ (3,240.77)
Grant/State	\$ -	\$ -	\$ -		\$ -
Electronics Management	\$ -	\$ -	\$ -		\$ -
Electronics (County)	\$ -	\$ -	\$ -		\$ 865.00
Interest	\$ 8.67	\$ 8.67	\$ -		\$ 8.66
Totals	\$ 32,014.02	\$ 32,014.02	\$ -	1.62	\$ 16,085.72

**MADISON COUNTY
MONTHLY FINANCIAL REPORT**

EXPENSES:	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 7/18
Landfill	\$ 89,322.18	\$ 89,322.18	\$ 687,911.44	5.23	\$ 101,983.45
Recycling	\$ 13,889.13	\$ 13,889.13	\$ 17,378.76	5.82	\$ 19,947.16
Scrap Tires	\$ 322.90	\$ 322.90	\$ 22,000.00	1.29	\$ 294.25
White Goods	\$ -	\$ -	-	-	\$ -
Closure/Post Closure	\$ -	\$ -	-	-	\$ -
Totals	\$ 103,534.21	\$ 103,534.21	\$ 727,290.20	5.23	\$ 122,224.86

The following claims have been submitted to and paid by Madison County Finance for the month of July 2019.

ADPRO PROMOTION PRODUCTS	531.10
ANCBH	300.00
APPALACHIAN IRONWORKS, LLC	341.00
APPALACHIAN PROTECTIVE SERVICES	180.00
TERESA ARRINGTON	120.00
ASHEVILLE COMMUNICATIONS	7,585.93
ASHEVILLE FIRE PROTECTION CO., INC.	81.50
ASHEVILLE RADIOLOGY ASSOCIATES	135.10
ATLANTIC MEDICAL SOLUTIONS	356.99
BAKERS WASTE EQUIPMENT	44.84
DAVID BRIAN BALL	325.00
BEAR RIVER LODGE CA	198.00
ERIC BLACKMAN	450.00
BOB BARKER COMPANY INC	255.62
D WAYNE BRIGMAN	400.00
BY PASS AUTOMOTIVE	570.29
DILLON CANTRELL	70.00
CARDINAL HEALTH	195.90
CAROLINA ENVIRONMENTAL SYSTEMS, INC	320.83
CAROLINA RECORDING SYSTEMS	7,280.35
CAROLINAS IT	350.00
KRYSTAL CARPENTER	667.00
CHAMPION SUPPLY	716.36
JEREMY CHANDLER	322.90
CHARTER COMMUNICATIONS	2,556.00
CINTAS CORPORATION #223	1,135.65
CNA SURETY	1,450.00
SUE COLLINS	27.85
CUREMD	199.00
CUSTOM DATA PROCESSING	2,330.00
DEMCO, INC.	328.94
DHHS - CONTROLLER'S OFFICE	259.06
DISH NETWORK	143.36
ELECTIONS BOARDS ASSOCIATION	125.00
EMBASSY SUITES HOTEL GREENSBORO-AIRI	360.80
FIRST CITIZENS BANK	200.00
MISSY FISHER	5.00
FORSYTH COUNTY SHERIFF'S OFFICE	30.00
PATRICIA FRANKLIN	35.00
FREEMAN ENTERPRISES	150.00
FRENCH BROAD EMC	5,098.69
FRIENDS OF HOT SPRINGS LIBRARY	900.00
IVA FRISBY	5.00
FRONTIER	219.30
NORRIS GENTRY	720.00
FORREST GILLIAM	900.00
CRAIG GOFORTH	435.00
GREENE COUNTY SHERIFF'S DEPARTMENT	30.00
GRIFFIN WASTE SERVICES	865.00
BRITTANY HAMLIN	72.33
HAMPTON INN	354.12
DAVID HAROLD	6,300.00
HARRIS	21,547.03
HAYNES TECHNOLOGIES	136.11
HOT SPRINGS HEALTH PROGRAM	5,285.20
IFSSO	248.00
IMAGE DENTAL ARTS, INC	232.25
INFORMATION, INC	4,160.40
INGLES STORES #28	397.21
INTAB	49.07
LAUREL COMMUNITY CENTER ORGANIZATIO	125.00
LAUREL VOLUNTEER FIRE DEPT	125.00

DONALD LAWRIKORE	1,000.00
LEADSONLINE	2,128.00
RAY LEWIS	325.00
LIGHTHOUSE FIRE ALARM SERVICES	4,933.45
LOWELL MERRILL	4,200.00
LOWES BUSINESS ACCOUNT	213.48
MADISON AUTO CARE	570.01
MADISON CO TAX COLLECTOR	350.00
MADISON COUNTY CLERK OF COURT	750.00
DENTAL CLINIC	283.85
MADISON COUNTY SHERIFF'S DEPARTMENT	120.00
MADISON COUNTY SOLID WASTE	59.00
MADISON COUNTY TAX COLLECTOR	623.52
MAHEC - REGISTRATION	69.00
MICHAEL C. MANEY	568.00
MARS HILL BAPTIST CHURCH	50.00
TOWN OF MARSHALL	3,859.24
MCSWD	28.84
MED-EXPRESS, INC	954.77
METRO PROPERTIES OF ASHEVILLE	450.00
MIDDLE LAUREL CHURCH OF GOD	200.00
MIDWEST TAPE	70.42
MOUNTAIN VALLEY SPRING WATER	106.74
N.C. DEPT OF NATURAL AND CULTURAL RESC	16.00
NC CHILD SUPPORT	402.93
NC DEPARTMENT OF ADMINISTRATION	1.00
NC DMV	7,728.31
NC PUBLIC HEALTH ASSOCIATION	60.00
NC RADIATION PROTECTION SECTION	489.00
NC SHERIFF'S ASSOCIATION	448.71
NC STATE BUREAU OF INVESTIGATION	750.00
NCACBSS	300.00
NCACC	2,903.00
NCACDSS	1,893.00
NCALHD	4,540.03
NCIPH	475.00
NPHIC	75.00
NTA INC	476.51
O A GREGORY INC	1,676.34
OFFICE DEPOT	198.44
OLD CREEK GENERAL STORE	77.31
ONE SOURCE DOCUMENT SOLUTIONS INC	297.04
OTIS ELEVATOR COMPANY	349.56
OVERDRIVE	975.53
OWEN G DUNN COMPANY	22,524.25
PARAGARD	248.74
LISA PAYNE	250.00
PITNEY BOWES	749.55
PLAZA BURGER PARLOR	138.94
DEBBIE PONDER	35.00
DEWAYNE PONDER	375.00
DANIEL PORCHE	20.00
PRIORITY DISPATCH CORPORATION	395.00
QUILL CORPORATION	661.43
MARTHA RAMSEY	400.00
READ'S UNIFORMS, INC	448.33
RECORDED BOOKS LLC	178.64
REPUBLIC SERVICES	592.81
RICK'S AUTO PARTS INC.	394.66
MICHAEL ROBINSON	315.00
LEVI ROULLARD	45.00
SAM'S CLUB DIRECT	1,252.48
DELILAH SELF	125.00
SERVICEMASTER PBM, INC.	5,202.00
SHEALY'S INC.	67.16
SHRED IT	28.00
DYATT F SMATHERS	350.00
SMOKY MOUNTAIN DINER	12,442.50

MARK SNELSON	400.00
SOUTHERN SOFTWARE INC.	11,626.00
SPRINGHILL SUITES	279.62
ADRIENE STEPHENSON	948.50
SURRY INSURANCE	112,940.00
SYSCO FOOD SERVICES KNOXVILLE	1,278.60
TERMINIX SERVICE	334.00
THE AMERICAN LEGION	1,560.00
THE GLASS SHOP OF MARS HILL	263.79
THERACOM	3,910.20
SANDRA TOLLEY	325.00
TOP LINE TROPHIES	160.39
BLUE MOUNTAIN STORAGE	600.00
U.S. BANK VOYAGER FLEET SYSTEMS INC.	10,766.24
U.S. CELLULAR	2,113.12
WAKE AHEC, REG ED SERVICES	125.00
CHRISTA ANN WALLIN	35.00
JERRY WALLIN	350.00
WALNUT SERVICE CENTER	3,412.20
WASTE PRO -ASHEVILLE	105.82
MATTHEW WECHTEL	400.00
WEX BANK	6,109.83
WHBK RADIO	1,000.00
SHEILA WHITTINGTON	54.90
ANTHONY WILLIAMS	280.00
HAZEL WILLIS	4,800.00
AUSTIN WYATT	600.00
Grand Total:	337,402.81

NCPTS V4

TR-304 Bill Release Report

Date run: 7/25/2019 10:36:03 AM
 Data as of: 7/24/2019 7:39:16 PM

Report Parameters:

Release Date Start: 6/1/2019 Release Date End: 6/30/2019
 Tax District: ALL

Default Sort-By: Bill #, Taxpayer Name, Release Date, Billing Date, Operator ID, Release Amount

Grouping: No Grouping

Bill #	Taxpayer Name	Bill Date	Release Reason	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after
0000000578-2018-2018-0000-00-REG	GRIFFIN, RUTH M. (LIFE EST)	8/15/2018	Removal of SW	APRIL	6/7/2019	487.63	160.00	307.63
0000002061-2018-2018-0000-00-REG	RICE, DEBRA ELAINE	8/15/2018	Removal of SW	APRIL	6/7/2019	579.09	160.00	419.09
0000012947-2018-2018-0000-00-REG	MASHBURNS OF MADISON, LLC	8/15/2018	Assessed In Err	DIANA	6/25/2019	255.83	255.83	0.00
0000012947-2018-2018-0070-00-DLD	MASHBURNS OF MADISON, LLC	9/10/2018	Assessed In Err	DIANA	6/25/2019	718.11	718.11	0.00
0000295193-2019-2016-0000-00-REG	LEDBETTER, JESSE I.	6/18/2019	Removal of SW	DIANA	6/18/2019	297.95	160.00	137.95
0000295193-2019-2017-0000-00-REG	LEDBETTER, JESSE I.	6/18/2019	Removal of SW	DIANA	6/18/2019	297.95	160.00	137.95
0000301004-2017-2017-0000-00-REG	GRIFFIN, RUTH M. (LIFE EST)	8/15/2017	Removal of SW	APRIL	6/7/2019	487.63	160.00	307.63
0000388314-2019-2016-0000-00-REG	MASHBURNS OF MADISON, LLC	6/20/2019	Assessed In Err	APRIL	6/25/2019	718.11	718.11	0.00
0000388314-2019-2017-0000-00-REG	MASHBURNS OF MADISON, LLC	6/20/2019	Billing Correction	DIANA	6/25/2019	718.11	718.11	0.00
Subtotal							3,210.16	
Total							3,210.16	

MADISON COUNTY
MONTHLY FINANCIAL REPORT

We are 100% of the way through the FY19 budget.

Bank balances at June 30, 2019 are as follows:

	Unrestricted	Restricted
General Fund	\$ 516,791.25	
Debt Service Fund	\$ 204,181.59	
Capital Outlay Fund	\$ 325,980.89	(Includes funds for new voting machines)
Capital Management	\$ 6,462,718.44	
Occupancy Tax Fund		\$ 11.25
Revaluation Fund		\$ 239,342.33
Tourism Development		\$ 466,243.16
Automation Fund		\$ 156,800.92
Drug Seizure Fund		\$ 21,015.20
Inmate Trust Fund		\$ 17,072.61
Soil & Water Conservation		\$ 89,774.51
Total of All Accounts:	\$ 7,509,672.17	\$ 990,259.98

New Jail Loan	\$ -
Cooperative Extension Loan	\$ (0.33)
School Debt Service	\$ -
40-42 Set Aside for Schools	\$ (1,389,282.59)
Unspent Grant/Restricted F	\$ (1,247,991.23)
Medicaid Cost Settlement	\$ (760,122.11)
Encumbered Amounts	\$ (327,770.35)

**Total Unassigned and
 Unrestricted Bank**

Balances \$ 3,784,505.56

	General	Landfill	911	Total
Unassigned and Unrestricted totals by	\$ 2,749,585.00	\$ 811,174.66	\$ 223,745.90	\$ 3,784,505.56

Notes:

- Occupancy Tax Fund - Balance is low because every quarter you must give 97% of the receipts to the TDA and 3% to the county.

**MADISON COUNTY
MONTHLY FINANCIAL REPORT**

SUMMARIES:

Percentage of budget at June 30, 2019 is:

All Funds:	YTD	Amended Budget	% OF BUDGET
Revenues	\$ 25,799,262.85	\$ 27,917,667.74	92.41
Expenditures	\$ 25,875,653.33	\$ 27,917,667.74	92.69

General Fund	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 6/18
Revenues to Date:	\$ 2,605,223.19	\$ 23,719,658.85		92.57	\$ 23,420,525.07
Expenditures to Date:	\$ 2,446,496.36	\$ 23,652,925.23	\$ 317,913.81	92.31	\$ 23,623,206.50
Gain/Loss to Date:	\$ 158,726.83	\$ 66,733.62			\$ (202,681.43)
Contingency	\$ 127,294.40				

Landfill	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 6/18
Revenues to Date:	\$ 44,226.19	\$ 1,889,026.91		89.82	\$ 2,019,537.81
Expenditures to Date:	\$ 221,273.32	\$ 2,065,114.42	\$ 9,856.54	98.19	\$ 1,941,604.55
Gain/Loss to Date:	\$ (177,047.13)	\$ (176,087.51)			\$ 77,933.26
Contingency	\$ 24.34				

911 Emergency Telephone Services	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 6/18
Revenues	\$ 17,325.19	\$ 190,577.09		100.33	\$ 238,929.34
Expenditures	\$ 16,164.58	\$ 157,613.68	\$ -	82.97	\$ 202,505.72
Gain/Loss	\$ 1,160.61	\$ 32,963.41			\$ 36,423.62
Contingency	\$ -				

**MADISON COUNTY
MONTHLY FINANCIAL REPORT**

GENERAL FUND: DEPARTMENT	MTD	YTD	% OF BUDGET	YEAR TO DATE 6/18
Vehicle Tax	\$ 178,803.01	\$ 978,077.77	102.96	\$ 912,698.42
Overages/Underages	\$ -	\$ 10.48		\$ (7.77)
Ad Valorem Tax Interest	\$ 7,733.54	\$ 129,974.77	97.91	\$ 257,789.84
Late Listing Fee	\$ 817.37	\$ 19,633.37	112.19	\$ 11,777.46
Legal Fees	\$ -	\$ -		\$ 1,490.00
2003 Ad Valorem Tax	\$ -	\$ 232.35	185.88	\$ 341.15
2004 Ad Valorem Tax	\$ 11.48	\$ 206.36	165.09	\$ 786.26
2005 Ad Valorem Tax	\$ 111.38	\$ 233.41	233.41	\$ 694.67
2006 Ad Valorem Tax	\$ 98.68	\$ 472.67	131.30	\$ 1,066.72
2007 Ad Valorem Tax	\$ 4.49	\$ 1,358.99	107.86	\$ 1,963.57
2008 Ad Valorem Tax	\$ 8.62	\$ 2,323.27	34.43	\$ 11,400.15
2009 Ad Valorem Tax	\$ 227.04	\$ 3,152.93	105.10	\$ 18,625.38
2010 Ad Valorem Tax	\$ 81.25	\$ 3,163.55	65.36	\$ 25,999.37
2011 Ad Valorem Tax	\$ 257.18	\$ 4,285.53	85.71	\$ 35,371.33
2012 Ad Valorem Tax	\$ 304.08	\$ 8,601.83	86.02	\$ 44,109.10
2013 Ad Valorem Tax	\$ 55.30	\$ 12,034.82	80.23	\$ 50,358.49
2014 Ad Valorem Tax	\$ 923.63	\$ 16,527.89	91.82	\$ 72,095.58
2015 Ad Valorem Tax	\$ 895.51	\$ 32,976.58	93.00	\$ 125,132.82
2016 Ad Valorem Tax	\$ 3,652.67	\$ 67,420.65	84.28	\$ 242,098.30
2017 Ad Valorem Tax	\$ 7,490.04	\$ 199,618.97	107.90	\$ 9,960,482.77
2018 Ad Valorem Tax	\$ 31,909.96	\$ 9,929,510.84	98.21	\$ 2,287.74
2019 Ad Valorem Tax	\$ 374.07	\$ 25,069.76		\$ -
Collection Fees: Marshall	\$ -	\$ 1.81	90.50	\$ 3.93
Collection Fees: Mars Hill	\$ -	\$ 0.10	20.00	\$ 1.33
Collection Fees: Hot Springs	\$ -	\$ -		\$ 2.03
Sale of Tax Maps	\$ 125.00	\$ 924.00	142.15	\$ 363.80
Tax Office Copies	\$ -	\$ -		\$ 70.50
Returned Check Fees	\$ -	\$ 630.08	63.01	\$ 1,743.98
Refunds/Overpayment of T	\$ (203.39)	\$ 9,185.93		\$ (13,162.89)
Contra: Returned Check	\$ 1,726.33	\$ (1,732.82)		\$ 232.12
Sale of Foreclosed Property	\$ -	\$ 221,425.95	99.67	\$ 136,670.25
Contra: Foreclosed Property Expenses	\$ -	\$ (40,488.27)	93.26	\$ (11,008.73)
Sales Tax/Video Programmi	\$ 4,102.14	\$ 12,081.08	75.51	\$ 16,436.99
Sales Tax	\$ 1,019,722.64	\$ 3,645,695.36	84.84	\$ 3,648,695.29
Gas Tax Refund/State	\$ 6,803.07	\$ 23,647.64	102.82	\$ 24,556.81
Payment in Lieu of Taxes	\$ 150,191.00	\$ 154,833.08	124.22	\$ 151,365.81
Forest Service Timber Sales	\$ -	\$ 10,191.85	100.00	\$ 10,520.87
Clerk of Court	\$ 15,262.02	\$ 86,212.58	85.89	\$ 73,421.49
Board of Elections	\$ -	\$ 200.91	83.71	\$ 12,741.47
Register of Deeds	\$ 21,112.50	\$ 318,277.25	101.52	\$ 314,592.25
Sheriff's Department	\$ 74,683.21	\$ 563,066.46	88.82	\$ 633,064.08
Emergency Management	\$ -	\$ 38,524.12	98.82	\$ 39,641.48
Inspections	\$ 11,909.00	\$ 150,373.56	91.41	\$ 172,961.00
Animal Control	\$ 1,545.45	\$ 26,705.14	87.99	\$ 31,154.91
Transportation	\$ 30,335.75	\$ 378,615.35	86.29	\$ 452,201.25
Cooperative Extension Serv	\$ -	\$ 3,275.00	86.18	\$ 4,105.00
Soil & Water Conservation	\$ 10,998.07	\$ 26,820.00	89.07	\$ 32,937.00
Grant Revenues/JCPC/DJJD	\$ 118,049.00	\$ 247,636.48	70.25	\$ 192,770.09
Health Department	\$ 362,866.30	\$ 2,091,129.41	93.96	\$ 1,904,956.63
Medicaid Hold Harmless Ta	\$ -	\$ 40,032.69	100.00	\$ 11,452.55
Social Services	\$ 236,152.36	\$ 2,103,972.66	93.46	\$ 1,980,067.50

**MADISON COUNTY
MONTHLY FINANCIAL REPORT**

Department	MTD	YTD	% OF BUDGET	YEAR TO DATE 6/18
AFDC	\$ -			\$ 31.03
Foster Care	\$ 61,456.93	\$ 801,886.72	74.39	\$ 1,008,567.85
Medicaid	\$ -	\$ 370.00	740.00	\$ 355.39
Adoption	\$ 101,680.00	\$ 110,785.00	135.60	\$ 48,750.00
Child Support Enforcement	\$ 4,211.35	\$ 112,478.45	90.07	\$ 128,708.52
In Home Aides	\$ 17,895.60	\$ 84,413.95	96.49	\$ 79,642.25
Beech Glen Center	\$ 1,667.00	\$ 10,423.00	104.23	\$ 9,455.97
Nutrition	\$ 62,893.93	\$ 206,009.18	119.37	\$ 154,326.02
State Lottery Funds/Educat	\$ -	\$ 184,500.00	42.46	\$ -
Library	\$ 7,447.97	\$ 100,103.08	78.45	\$ 165,908.13
Parks & Recreation	\$ 6,800.00	\$ 16,760.00	87.25	\$ 8,588.00
Interest Earned	\$ 12,318.65	\$ 142,116.33	100.00	\$ 79,635.29
Rent of County Property	\$ 6,775.00	\$ 68,736.64	97.78	\$ 69,300.00
Finance/Other	\$ 4,855.33	\$ 13,759.35	112.32	\$ 13,133.47
Miscellaneous Income	\$ 18,081.68	\$ 103,155.31	105.47	\$ 55,003.06
Fund Transfer In	\$ -			\$ -
Transfer In - Fund 23 CDBG	\$ -			\$ -
Transfer In - Fund 38 QSCB	\$ -	\$ 218,037.65	100.00	\$ -
Totals	\$ 2,605,223.19	\$ 23,719,658.85	92.57	\$ 23,420,525.07

GENERAL FUND EXPENDITURES

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 6/18
Governing Body	\$ 5,297.22	\$ 101,659.77	\$ -	97.65	\$ 168,934.42
Finance Office	\$ 100,750.78	\$ 561,375.89	\$ -	97.74	\$ 570,375.46
Tax Collector	\$ 21,514.91	\$ 244,601.01	\$ -	96.73	\$ 319,714.68
Tax Supervisor	\$ 21,121.66	\$ 176,971.93	\$ -	79.97	\$ 238,633.59
Land Records	\$ 27.60	\$ 18,513.09	\$ 37.40	99.79	\$ 76,220.37
Professional Services	\$ 40,000.00	\$ 40,000.00	\$ -	100.00	\$ 36,557.50
Court Facilities	\$ 4,360.56	\$ 13,941.46	\$ -	70.06	\$ 8,876.74
Board of Elections	\$ 35,540.93	\$ 340,178.71	\$ 34,173.93	95.43	\$ 257,229.95
Register of Deeds	\$ 39,035.96	\$ 284,988.14	\$ -	97.14	\$ 287,053.15
Register of Deeds- Automaf	\$ -	\$ 11,000.00	\$ -	100.00	\$ 11,000.00
Maintenance	\$ 48,723.90	\$ 479,503.33	\$ 4,175.73	98.11	\$ 339,185.91
Sheriff's Department	\$ 383,352.46	\$ 3,269,523.41	\$ 7,899.22	100.78	\$ 3,204,992.88
Emergency Management	\$ 10,791.32	\$ 58,216.56	\$ 1,814.75	93.24	\$ 56,721.06
911 Dispatchers	\$ 51,805.51	\$ 576,686.03	\$ 32.70	94.98	\$ 468,107.55
Fire Contract/Forest Service	\$ 28,967.47	\$ 78,529.02	\$ 20,630.66	84.30	\$ 80,161.27
Inspections	\$ 36,256.87	\$ 290,188.31	\$ -	98.28	\$ 225,083.42
Economic Development	\$ 17,686.16	\$ 44,531.51	\$ (2,400.00)	32.62	\$ 112,282.92
Medical Examiner	\$ -	\$ 11,900.00	\$ -	56.67	\$ 6,900.00
Ambulance Service Contract	\$ 93,889.00	\$ 1,126,668.00	\$ -	100.00	\$ 1,093,848.00
Animal Control	\$ 22,278.09	\$ 291,412.94	\$ 13.90	97.15	\$ 273,865.04
Transportation - Admin	\$ 22,190.67	\$ 115,669.07	\$ -	90.10	\$ 131,868.79
Transportation - Operating	\$ 52,223.55	\$ 433,996.68	\$ -	100.16	\$ 378,794.02
Transportation - Capital Ou	\$ 798.94	\$ 798.94	\$ 254,017.00		\$ 44,462.00
Transportation - EDTAP	\$ 1,106.55	\$ 8,369.45	\$ -	16.42	\$ 15,652.70
Planning & Development	\$ 88,155.36	\$ 160,431.60	\$ (1,925.00)	98.71	\$ 74,866.05
Information Technology	\$ 13,891.86	\$ 169,622.55	\$ -	94.46	\$ 190,463.25
Cooperative Extension	\$ 43,009.75	\$ 270,893.39	\$ -	99.90	\$ 246,821.56
Soil & Water	\$ 12,685.81	\$ 126,052.07	\$ -	99.96	\$ 126,204.48
Health Department	\$ 258,035.57	\$ 2,992,657.84	\$ (2,324.44)	97.29	\$ 2,754,209.59

MADISON COUNTY
MONTHLY FINANCIAL REPORT

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 6/18
Smart Start	\$ 5,011.66	\$ 51,726.53	\$ -	99.76	\$ 56,691.28
Management Admin.	\$ 23,257.18	\$ 217,141.14	\$ -	46.68	\$ 235,400.71
Social Services	\$ 303,190.43	\$ 2,744,515.21	\$ (3,187.80)	91.14	\$ 2,900,236.97
AFDC	\$ 660.75	\$ 5,853.36	\$ -	73.17	\$ 5,278.18
Special Assistance	\$ 9,557.50	\$ 124,395.00	\$ -	58.12	\$ 148,399.50
State Foster Care	\$ 109,388.40	\$ 570,276.85	\$ -	68.11	\$ 811,136.31
IV-E Foster Care	\$ 85,029.89	\$ 664,749.96	\$ -	91.63	\$ 736,238.13
Medical Assistance Program	\$ -	\$ 140.00	\$ -	2.67	\$ 1,076.44
Adoption Assistance	\$ 5,731.08	\$ 116,707.22	\$ -	81.79	\$ 99,830.72
Crisis Intervention	\$ 2,000.93	\$ 168,414.31	\$ -	58.79	\$ 170,244.62
Child Support	\$ 11,789.27	\$ 101,075.19	\$ 9.70	79.32	\$ 110,156.60
In Home Aides	\$ 20,187.82	\$ 186,887.77	\$ -	98.91	\$ 216,981.67
Nutrition	\$ 54,390.71	\$ 354,675.13	\$ 4,900.36	94.15	\$ 361,639.65
Education	\$ 273,897.80	\$ 3,885,888.85	\$ -	93.96	\$ 3,615,714.28
A-B Technical College	\$ 9,375.00	\$ 112,500.00	\$ -	83.33	\$ 112,500.00
Bank Charges	\$ 3,000.97	\$ 18,798.79	\$ -	104.44	\$ 15,668.85
Library	\$ 47,211.83	\$ 455,866.54	\$ 45.70	83.46	\$ 579,575.83
Parks & Recreation	\$ 29,316.68	\$ 127,793.03	\$ -	97.46	\$ 102,063.86
Debt Services	\$ -	\$ 1,275,311.65	\$ -	101.91	\$ 963,000.33
Debt Services Interest	\$ -	\$ 171,328.00	\$ -	98.84	\$ 452,264.17
Fund Transfer In/ Landfill & Library					\$ -
Fund Transfer Out/Revaluation					\$ 130,022.05
TOTALS	\$ 2,446,496.36	\$ 23,652,925.23	\$ 317,913.81	92.31	\$ 23,623,206.50

LANDFILL FUND

REVENUES	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 6/18
Transfer From Fund Balance	\$ -	\$ -		0.00	\$ -
Landfill Miscellaneous Fees	\$ -	\$ 560.44		280.22	\$ 643.55
Returned Check Fees	\$ -				
Surplus Property Proceeds	\$ -				\$ 32,297.00
State Tire Disposal Fee	\$ -	\$ 22,875.40		114.38	\$ 29,356.31
Local Tire Disposal Fee	\$ 71.00	\$ 670.60		167.65	\$ 571.00
White Goods Tax	\$ -	\$ 4,729.96		78.83	\$ 14,070.78
Sale of White Goods	\$ 2,424.60	\$ 16,713.40		104.46	\$ 18,908.46
Household Hazardous Waste	\$ -	\$ 1,300.82		108.40	\$ 1,655.71
Temporary Disposal Cards	\$ 1,770.00	\$ 28,882.50		120.34	\$ 27,810.00
Duplicate Disposal Cards	\$ 50.00	\$ 925.00		77.08	\$ 1,440.00
Landfill Disposal Cost Fees	\$ 22,246.47	\$ 116,677.87		97.23	\$ 116,015.39
Landfill Sale of Recyclables	\$ 4,296.70	\$ 45,575.40		75.96	\$ 64,550.98
Nuisance Tires	\$ -	\$ -		-	\$ 5,659.14
Disposal Cards	\$ 9,599.07	\$ 1,570,481.22		98.77	\$ 1,631,231.50
Construction Demolition	\$ 3,744.96	\$ 59,313.88		98.86	\$ 47,510.52
Solid Waste Disposal District	\$ -	\$ 12,966.53		117.88	\$ 15,151.05
Grant/State					
Electronics Management	\$ -	\$ 1,389.33		36.56	\$ 1,754.40
Electronics (County)	\$ 15.00	\$ 5,862.50		134.69	\$ 10,810.00
Interest	\$ 8.39	\$ 102.06		-	\$ 102.02
Totals	\$ 44,226.19	\$ 1,889,026.91	\$ -	89.82	\$ 2,019,537.81

MADISON COUNTY
MONTHLY FINANCIAL REPORT

EXPENSES:	MTD	YTD	Encumbered	% OF BUDGET	YEAR TO DATE 6/18
Landfill	\$ 201,675.55	\$ 1,852,525.60		98.91	\$ 1,653,563.76
Recycling	\$ 15,821.77	\$ 182,558.92	\$ 9,856.54	90.68	\$ 185,752.30
Scrap Tires	\$ 3,611.70	\$ 29,560.22		103.72	\$ 24,614.01
White Goods	\$ 164.30	\$ 469.68		156.56	\$ 291.01
Closure/Post Closure					\$ 77,383.47
Totals	\$ 221,273.32	\$ 2,065,114.42	\$ 9,856.54	98.19	\$ 1,941,604.55



Vaya Health

200 Ridgefield Court, Suite 206
Asheville, NC 28805
1-800-893-6246
www.vayahealth.com

T. Clark Phillip, CPA, CGMA
Chief Financial Officer

July 31, 2019

Re: Vaya Health Quarterly Report to the Counties for the Period Ended June 30, 2019

Dear County Representatives:

Enclosed you will find the unaudited financial information for Vaya Health as of and for the fiscal year ended June 30, 2019. I encourage you to contact me directly if you have any questions.

We have also added a companion report, Vaya Health Total Spendable Cash, that explains in greater detail the amount of cash available for operations. As you may be aware, there is a significant amount of discussion on LME MCO cash balances, often reflecting incomplete or inaccurate information. The most blatantly misleading aspect of the misrepresentation of the LME/MCOs cash position has to do with including the Medicaid Risk Reserve in the cash available for LME/MCOs to spend. The Medicaid Risk Reserve funds may be spent only in the case of insolvency to pay claims of providers and must receive the prior written approval of the NC DHHS. This is well documented in the:

- North Carolina General Statutes 122C – 124.2,
- North Carolina Medicaid contract with the LME/MCOs,
- Strategic Plan for Improvement of Behavioral Health Services report dated January 31, 2018 to the Joint Legislative Oversight Committee on Health and Human Services and the Joint Legislative Oversight Committee on Medicaid and NC Health Choice, and
- LME/MCO Solvency Report dated October 15, 2018 to the Joint Legislative Oversight Committee on Health and Human Services.

The restricted and unavailable Medicaid Risk Reserve is approximately \$44.6 million (about 47%) of Vaya's total cash and investments of \$94.3 million at June 30, 2019.

To help with understanding the Fiscal Monitoring Report and the Vaya Health Total Spendable Cash report we are also including an attachment with explanations of the categories used to create the reports.

I will be contacting you directly in the future to discuss the reports and to solicit any suggestions you have for improvement. If you have any immediate questions or comments, please don't hesitate to contact me via the information at the bottom of this page.

Very truly yours,

T. Clark Phillip
Chief Financial Officer

Office: (828) 225-2785 X 5164 Mobile: (843) 709-5291
Email: clark.phillip@vayahealth.com

Fiscal Monitoring Report

LME / MCO NAME: YAYA HEALTH FOR THE PERIOD ENDING: 6/30/19 (Preliminary - Unaudited)
 # of month in the fiscal year (July = 1, August = 2, . . . , June = 12) 12

	(1)	(2)	(3)	(4)	(5)	(6)
	PRIOR YEAR		CURRENT YEAR 2018-2019			
	2017-2018		BUDGET	ACTUAL	BALANCE	ANNUALIZED
	BUDGET	ACTUAL	BUDGET	YR-TO-DATE	(Col. 3-4)	PERCENTAGE
1. REPORT OF BUDGET VS. ACTUAL						
REVENUE						
Interest Earned	303,558	354,602	525,000	548,242	(23,242)	104.43%
Rental Income	53,772	53,772	53,772	53,772	-	100.00%
Appropriation of Fund Balance	19,622,829	-	10,086,212	-	10,086,212	0.00%
Other Local	1,349,839	1,378,145	1,432,836	879,390	253,445	77.63%
Total Local Funds	21,329,998	1,786,519	11,797,618	1,481,404	10,316,415	12.56%
County Appropriations (by County, includes ABC Funds):						
Alexander County	50,000	50,000	50,000	50,000	-	100.00%
Alleghany County	115,483	115,483	115,483	115,483	-	100.00%
Asha County	189,566	189,566	189,566	189,566	-	100.00%
Avery County	89,600	89,600	89,600	89,600	-	100.00%
Buncombe County	600,000	600,000	600,000	600,000	-	100.00%
Caldwell County	119,628	129,353	120,418	118,401	2,017	98.32%
Cherokee County	75,000	75,000	75,000	75,000	-	100.00%
Clay County	15,000	15,000	15,000	15,000	-	100.00%
Graham County	6,000	6,000	6,000	6,000	-	100.00%
Haywood County	101,900	99,122	101,900	102,334	(434)	100.43%
Henderson County	528,612	528,612	528,612	528,612	-	100.00%
Jackson County	123,081	123,081	123,081	123,081	-	100.00%
Macon County	106,623	106,623	106,623	106,623	-	100.00%
Madison County	30,000	30,000	30,000	30,000	-	100.00%
McDowell County	67,856	67,856	67,856	67,856	-	100.00%
Mitchell County	18,000	18,000	18,000	18,000	-	100.00%
Polk County	78,491	78,310	78,719	78,919	(200)	100.25%
Rutherford County	102,168	102,168	102,168	102,168	-	100.00%
Swain County	24,091	26,370	26,266	26,687	(421)	101.60%
Transylvania County	99,261	99,261	99,261	99,261	-	100.00%
Watauga County	171,194	171,194	171,194	171,194	-	100.00%
Wilkes County	267,354	268,047	268,316	268,524	(208)	100.08%
Yancey County	26,000	26,000	26,000	26,000	-	100.00%
Total County Funds	3,004,908	3,005,647	3,009,063	3,008,303	754	99.97%
DMH/DD/SAS State and Federal Funding	79,480,519	76,394,820	88,749,212	84,330,789	4,418,423	95.02%
DHS Capitalon Funding (Medicaid)	329,960,398	322,970,297	334,381,987	327,305,688	7,076,319	97.88%
DHS Risk Reserve Funding (Medicaid)	6,734,294	6,617,747	6,824,122	6,638,991	185,131	97.29%
All Other State/Federal Funds	255,900	283,800	528,000	561,397	(33,397)	106.33%
Total State, Federal and Medicaid Funds	416,451,111	405,266,764	430,483,321	418,836,845	11,646,476	102.66%
TOTAL REVENUE	440,786,017	411,058,880	445,290,204	423,326,558	21,963,645	95.07%
EXPENDITURES:						
Administration	60,972,480	46,689,397	58,210,453	46,504,718	11,705,735	79.89%
LME Provided Services (Service Support)	1,653,575	1,444,386	1,871,662	1,586,058	285,604	84.74%
Provider Payments (State Funds)	68,436,869	67,734,777	70,480,937	63,660,069	6,820,868	90.32%
Provider Payments (Federal Funds)	13,412,541	12,866,062	12,111,697	10,136,176	1,975,521	83.69%
Provider Payments (County Funds)	3,029,656	2,954,234	3,081,095	2,965,468	115,627	96.26%
Provider Payments (Medicaid)	292,504,052	296,272,614	298,760,070	298,649,141	110,929	99.96%
Shelter Plus Care Grant Expenditures	776,844	765,618	774,290	790,266	(15,976)	102.06%
TOTAL EXPENDITURES	440,786,017	418,747,068	445,290,204	424,291,896	20,998,308	95.28%
Net Income or (Loss) (from Operations and Risk Reserve)		(7,688,159)		(965,337)		
Less Risk Reserve Revenue		(6,617,747)		(6,638,991)		
NET INCOME OR (LOSS) FROM OPERATIONS		(14,305,906)		(7,604,328)		
2. FUND BALANCE						
Restricted Fund Balance for Risk Reserve		37,953,258		44,802,249		
Restricted Fund Balance - State Statute, Prepaids & Investment in Fixed Assets		12,851,247		16,970,836		
Unrestricted Fund Balance (including Board Commitments)		27,880,650		16,156,735		
TOTAL FUND BALANCE		78,685,155		77,729,811		
3. CURRENT CASH POSITION						
Current Cash in Bank (including Risk Reserve)				94,274,334		
Less Risk Reserve Cash				(44,802,249)		
TOTAL OPERATING CASH				49,472,084		
4. ESTIMATED SERVICES INCURRED BUT NOT REPORTED/PAID (IBNR)						
				18,220,564		

*See additional Document

Vaya Health Total Spendable Cash
As of June 30, 2019 (Preliminary - Unaudited)

Total Operating Cash (Excluding Risk Reserve)	49,672,084
Less Single Stream Reduction Balance	(4,402,631)
Less Accounts Payable	(27,733,045)
Plus Accounts Receivable	11,381,140
Less Annual Leave Payout Liability	(2,028,366)
Less Other Post Employment Benefits Liability	(2,122,000)
Less 30 Days Cash	(34,873,306)
Spendable Cash	(10,106,124)

In accordance with G.S. 122C-124.2(e)(3), the risk reserve's purpose is to pay outstanding liabilities (unpaid claims) to providers in cases of insolvency and not intended to be used for operating costs. These resources are not available for payment of non-provider claims and may not be accessed by the LME MCO without written consent from DHHS.

COMMENTS AND EXPLANATIONS

FISCAL MONITORING REPORT

The report is divided into four sections:

- Section 1 contains budget versus actual information for the prior year and current year.
 - Revenue
 - Total Local Funds
 - Total County Funds
 - Total State, Federal, and Medicaid Funds
 - Total Revenue
 - Expenditures
 - Net Income or (loss) from operations
 - Net Income or (Loss) (from Operations and Risk Revenue) includes the Medicaid Risk Revenue that by statute the state will not allow LME MCOs to access.
 - Less Risk Reserve Revenue is the amount of Medicaid Risk Reserve Revenue included in the Net Income or (Loss) (from Operations and Risk Revenue) even though the LME/MCO does not have access to those funds.
 - Net Income or (Loss) from Operations is the true operating income or (loss) not counting the Medicaid Risk Revenue that is restricted by state statute and not accessible to the LME/MCO.
- Section 2 Fund Balance contains information on the restricted and unrestricted components that comprise the Fund Balance.
 - Restricted Fund Balance for Risk Reserve contains the amount of Medicaid Risk Reserve that is restricted by statute and not accessible to the LME/MCO.
 - Restricted Fund Balance – State Statute, Prepaids & Investments in Fixed Assets represents amounts of funds already expended but not yet expensed or fully depreciated that are not readily available for use by the LME/MCO.
 - Unrestricted Fund Balance (Including Board Commitments) are funds available for use.
 - Total Fund Balance represents the sum of the restricted and unrestricted fund balances.
- Section 3 Current Cash Position contains information on cash that is available for use and cash that is restricted by state statute and is not available for use.
 - Current Cash in Bank (Including Risk Reserve) represents Vaya's total cash and investments including the Medicaid Risk Reserve, that is restricted by state statute and unavailable for use by the LME/MCO.
 - Less Risk Reserve Cash – Set Aside is the amount of Medicaid Risk Reserve that is restricted by state statute and unavailable for use by the LME/MCO.
 - Total Operating Cash is the amount of cash and investments that are available for the LME/MCO to use. It does not include funds that are unavailable to the LME/MCO such as the Medicaid Risk Reserve.
- Section 4 Estimated Services Incurred But Not Yet Reported (IBNR) represents an estimate based on historical claims patterns for services that have been received by recipients, but have not yet been billed by providers or, received and paid by the LME/MCO.

VAYA HEALTH TOTAL SPENDABLE CASH

This report starts with the Total Operating Cash contained in Section 3 of the Fiscal Monitoring Report and adds or subtracts items that will be paid or received in the future. It also subtracts an amount equal to 30 days operating cash (approximately \$1.1 million per calendar day) to show the amount of unrestricted cash that is prudently available for use should there be unforeseen interruptions in revenue.

Total Cash (Excluding Risk Reserve) ties to Total Operating Cash in Section 3 of the Fiscal Monitoring Report.

Less Accounts Payable represents the total amount of the items to be paid for both services (claims incurred but not reported or paid) and items to be paid for non-service items.

Plus Accounts Receivable represents the total amount of funds to be collected in the future.

Less Annual Leave Payout represents the liability for unused annual leave to be taken or paid out if the employee leaves the company.

Less Post Employment Benefits represents the liability for vested retirement benefits.

Less 30 Days Cash represents a minimal period of time to keep a cushion of cash to continue operations should there be unforeseen interruptions in revenue. The current level of cash used for operations (including services and administration) is approximately \$1.1 million per calendar day.

**RESOLUTION NAMING THE
JOSH MERRILL BASEBALL FIELD
IN MARSHALL, NC**

WHEREAS, the Madison County Board of Commissioners has resolved to dedicate property on Carolina Lane in Marshall, NC as Youth League Ball Fields to serve as a place of recreation for the youth of Madison County; and

WHEREAS, Josh Merrill, a native of Madison County and a graduate of the Madison County Public Schools, was an avid athlete who later played baseball for Limestone and Piedmont College; and

WHEREAS, desiring to give back to his community, Josh played an active role in the Madison County Youth League, serving as a board member and as a coach and mentor for youth in Madison County; and

WHEREAS, Josh believed in creating better opportunities for young people in Madison County, and set a strong example of integrity and service respected by people of all ages; and

WHEREAS, the Madison County Board of Commissioners and Madison County Youth League wish to appropriately honor the memory of Joshua "Josh" Lane Merrill;

NOW, THEREFORE, BE IT RESOLVED by the governing body of Madison County, to hereby name the Youth League Baseball Field in Marshall the

JOSH MERRILL BASEBALL FIELD.

BE IT FURTHER RESOLVED, that the Madison County Board of Commissioners presents this Resolution in memory of Josh Merrill for his commitment and dedication shown to the youth and County of Madison.

Adopted this the ____th day of _____, 2019.

Norris Gentry, Chairman
Board of Commissioners

ATTEST:

Mandy Bradley, Clerk