County of Madison

The Madison County Board of Commissioners met in regular session on Tuesday, June 8, 2021 at 7:00 p.m. at the North Carolina Cooperative Extension-Madison County Center located at 258 Carolina Lane, Marshall, North Carolina.

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

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

#### Agenda Item 1: Agenda Approval

Chairman Snelson requested that the agenda be amended as follows:

- Item 11: Move to Item 4-after Public Comment
- Item 12i: Closed Session for Legal-Madison County vs. Tai-Fried 19-CvD-51

Upon motion by Commissioner Gentry and second by Chairman Goforth, the Board voted unanimously to approve. (Attachment 1.1)

Agenda Item 2: Approval of May 3, 2021 (Special) Minutes; May 11, 2021 (Special) Minutes; May 11, 2021 (Regular) Minutes; May 27, 2021 (Special) Minutes

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

#### Agenda Item 3: Public Comment

Chad Nesbitt-Mr. Nesbitt spoke regarding support for law enforcement Rick Tullis-Mr. Tullis spoke regarding support for law enforcement Rondell Lance-Mr. Lance spoke regarding support for law enforcement Brian Coates-Mr. Coates spoke regarding support for law enforcement (Attachment 3.1)

#### Agenda Item 4: Michael Garrison, Commisisoner

Commissioner Garrision presented a Resolution in support of law enforcement to the Board and read the Resolution into record.

Upon motion by Commissioner Garrison and second by Commissioner Wechtel, the Board voted unanimously to approve. (Attachment 4.1)

Officers in attendance were recognized by Chairman Snelson.

#### Agenda Item 5: Jen Barnhart, US Forest Service

Ms. Barnhart, District Ranger with the US Forest Service presented and discussed information with the Board regarding the Pisgah Nation Forest and the Appalachian Ranger District. Information included the function of the Appalachian Ranger District and land management in the County. Other issues discussed by Ms. Barnhart included

timber management, prescribed burns, and wildlife management as well as planning for the future and the final plan and environment impact statement that is set to be released from the agency later in the year as well as the Pisgah Restoration Initiative.

#### Agenda Item 6: Burgin "Bo" Dossett, NC Forest Service

Mr. Dossett presented a powerpoint presentation and discussed information regarding the NC Forest Service with the Board. Information included a report on the function of the office as well as programs for safety including fire and forestry operations. He noted that the agency assists with wildfire control, search and rescue, and can function as law enforcement.

#### Agenda Item 7: Mitch Hampton, Economic Development

Mitch Hampton, Chairman of the Madison County Economic Development Board presented and discussed priorities of the Economic Development Board as well as answered questions from Board members. He discussed that initiatives include infrastructure, work force development, and site development and that these projects would promote business recruitment, job growth, and partnerships.

Mr. Hampton noted that the Economic Development Board is asking the Board of Commissioners to support the Economic Development Board in these three priorities by taking the first step toward site development in the County and that the Economic Development Board would present a proposal at a late date to the Board of Commissioners.

Discussion was had by the Board and Mr. Hampton with counsel provided by County Attorney Donny Laws.

Upon motion by Commissioner Wechtel and second by Commissioner Gentry, the Board voted unanimously to endorse the plan presented by the Economic Development Board.

#### Agenda Item 8: Edwina Craig, Veteran's Services Officer

Ms. Craig presented and discussed an update from the Veteran's Service Office with the Board. She discussed the role of the office and the services that the office provides to veterans in the County. Information discussed included assistance with applying for programs; partnerships with the DMV, funeral homes, and the tax office to support veterans; and the increase in contacts in the past year.

#### Agenda Item 9: Tammy Cody, Health Director

#### a. State of the County Health Report

Ms. Cody presented and discussed the 2020 State of the County Health Report with the Board as well as offered to answer questions from Board members regarding the report. Information discussed included an update on the progress made addressing health priorities and highlighting new and emerging issues. She discussed current initiatives and how priorities are created as well as monitored and noted that current programs to support he initiative include Walk with Ease, the Medication Assistance Treatment Program, Cooking Matters, and Triple P for Parenting. She also noted that the County used an electronic score card to monitor the progress of health and nutrition as well as substance abuse and mental health along with newly emerging issues such as COVID-19 and discussed initiatives that have been taken in response to new issues such as testing, vaccination, and telehealth.

#### b. Jail Health Services MOU

Ms. Cody presented and discussed the Jail Health Plan MOU with the Board. She noted the purpose of the MOU as well as partners involved to provide medical services to inmates at the Madison County Detention Center.

Counsel was provided by County Attorney Donny Laws and discussion was had by the Board and Ms. Cody. Upon motion by Commissioner Gentry and second by Chairman Snelson, the Board voted unanimously to approve the MOU as recommended by the Health Director. (Attachment 9.2)

#### Agenda Item 10: Kary Ledford, Interim Finance Officer

#### a. Budget Amendment #13

Ms. Ledford presented and discussed Budget Amendment #13 with the Board as well as answered questions from Board members.

Upon motion by Commissioner Garrison and second by Vice-Chairman Goforth, the Board voted unanimously to approve. (Attachment 10.1)

#### b. Financial Report

Ms. Ledford presented and discussed the May Financial Report with the Board as well as answered questions from Board members. (Attachment 10.2)

#### Agenda Item 11: Diana Norton, Tax Assessor

Ms. Norton presented the tax refunds and releases for the month of May to the Board.

Upon motion by Commissioner Garrison and second by Commissioner Gentry, the Board voted unanimously to approve as submitted. Discussion was had by the Board regarding the next Board of E&R Meeting to be scheduled for June 28 2021 at 9:00 a.m. (Attachment 11.1)

#### Agenda Item 12: Norris Gentry Commissioner/Interim County Manager

#### a. County Manager Update

Commissioner Gentry discussed property to be acquired by the County at Beech Glen adjacent to the current Greater Ivy Community Center. Counsel was provided by County Attorney Donny Laws.

Commissioner Gentry discussed projects for consideration of Golden Leaf funds and noted that the expansion of the health department and work on the playground are set to be discussed with the architect.

The work to move forward with proposed amendments to the Solid Waste Ordinance was noted by Commissioner Gentry who also discussed that a request soliciting the public's input for the project may be found on the County's website.

Summer programs with Parks and Recreation and Cooperative Extension as well as the Charters of Freedom Setting project that will be located in front of the Courthouse in Marshall were discussed with the Board by Commissioner Gentry.

Commissioner Gentry presented and discussed a revenue update on behalf of the tax office and he noted that tax collections are at 96.04% for the year. Discussion was had by the Board regarding services offered by the Tax Office.

The North Carolina Department of Public Safety Community Programs (JCPC) annual budget was presented to the Board and counsel was provided by County Attorney Donny Laws. Upon motion by Commissioner Gentry and second by Commissioner Garrison, the Board voted unanimously to approve. (Attachment 12.1)

#### b. 2021-2022 Inmate Labor Contract

The 2021-2022 Inmate Labor Contract to provide inmate labor from the North Carolina Department of Corrections to the County was presented and discussed with the Board by Commissioner Gentry. Discussion was had by the Board.

Upon motion by Chairman Snelson and second by Vice-Chairman Goforth, the Board voted unanimously to approve. (Attachment 12.2)

c. North Carolina Association of County Commissioners Annual Conference Voting Delegate
Commissioner Gentry presented and discussed information regarding the North Carolina Association of County
Commissioners annual conference and voting delegate member. Discussion was had by the Board.

Upon motion by Commissioner Wechtel and second by Chairman Snelson, the Board voted unanimously to allow Norris to be our voting delegate on behalf of Madison County at the NCACC State Convention.

#### d. North Carolina Department of Public Safety Probation and Parole Lease

Commissioner Gentry presented and discussed the North Carolina Department of Public Safety Probation and Parole Lease to the Board. Counsel was provided by County Attorney Donny Laws.

Upon motion by Commissioner Gentry and second by Commissioner Wectel, the Board voted unanimously to allow Norris Gentry as the Interim County Manager to execute. (Attachment 12.4)

#### e. Proposed FY 2021-2022 Budget Discussion and Scheduling of Public Hearing

Commissioner Gentry discussed the proposed FY 2021-2022 Budget Ordinance to the Board and noted that the hearing is scheduled for June 29, 2021 at 3:00 p.m., to be held at the North Carolina Cooperative Extension-Madison County Center. The Budget Message for FY 2021-2022 was read into the record by Commissioner Gentry. (Attachment 12.5)

#### f. Enterprise Funds Fees Discussion

Commissioner Gentry presented and discussed the outstanding list of Enterprise Funds fees assessed for the Solid Waste Availability Fee that have not been paid for the current fiscal year.

Discussion was had by the Board with counsel being provided by County Attorney Donny Laws regarding the fees that have been assessed to non-profits as well as the appeals process and that a subsidy program could potentially be created by the County who would work with the County Attorney to create the program. Mr. Laws stated that he would look into the issue with Commissioner Gentry noting that it could be revisited in July.

#### g. County Board Appointments

Commissioner Gentry discussed the A-B Tech Board of Trustees vacancy with the Board and presented a request on behalf of A-B Tech for the reappointment of Wayne Brigman. Discussion was had by the Board and counsel was provided by County Attorney Donny Laws. Upon motion by Chairman Snelson and second by Vice-Chairman Goforth, the Board voted unanimously to fill the position with Michael Garrison.

Discussion was had by the Board regarding the vacancy on the Economic Development Board. Upon motion by Commissioner Gentry and second by Commissioner Wechtel, the Board voted unanimously to recommend April Riddle for the vacant position on the Economic Development Board.

Discussion was had regarding the vacancy on the Parks and Recreation Board. Upon motion by Chairman Snelson and second by Commissioner Garrision, the Board voted unanimously to appoint Brooke Ledford to the Parks and Recreation Board.

Commissioner Gentry discussed the vacancy on the Jury Commission Board. Upon motion by Chairman Snelson and second by Vice-Chairman Goforth, the Board voted unanimously to re-appoint Clayton Willis to the Board.

Discussion was had by the Board regarding the AB-Tech Board of Trustees.

#### h. Personnel, 11i. Attorney-Client Privilege

Upon motion by Commissioner Gentry and second by Vice-Chairman Goforth, the Board voted unanimously to enter into closed session for personnel and attorney-client privilege to discuss Madison County vs. Tai-Fried 19-CvD-51 pursuant to NCGS 143-318.11 (a) (6) 143-318.11 (a) (2) at 9:10 p.m.

Upon motion by Commissioner Gentry and second by Commissioner Garrison, the Board voted unanimously to return to open session at 10:05 p.m.

Human Resources Director Brooke Ledford presented on behalf of Emergency Operations, the request to hire Colby Blanton as a 911 Dispatcher. Upon motion by Chairman Snelson and second by Commissioner Gentry, the Board voted unanimously to approve. Discussion was had by the Board and Ms. Ledford.

Human Resources Director Brooke Ledford presented on behalf of the Solid Waste Department, the request to hire Donald Allison as a Part Time Center Attendant. Upon motion by Chairman Snelson and second by Vice-Chairman Goforth, the Board voted unanimously to approve.

Human Resources Director Brooke Ledford presented on behalf of the Solid Waste Department, the request to hire John Ray, Grady Justice, and Ray Anders as Substitute Center Attendants. Upon motion by Commissioner Gentry and second by Commissioner Wechtel, the Board voted unanimously to approve.

#### Agenda Item 12: Adjournment

Upon motion by Commissioner Gentry and second by Chairman Snelson, the Board voted unanimously to adjourn at 10:06 p.m.

This the 8th day of June, 2021.

MADISON COUNTY

Mark Snelson, Chairman Board of Commissioners

ATTEST:

Mandy Bradley, Clerk

## Madison County Board of Commissioners Agenda June 8, 2021

7:00 P.M.

Meeting Called To Order Pledge of Allegiance Moment of Silence

- 1. Agenda Approval
- Approval of May 3, 2021 (Special) Minutes; May 11, 2021 (Special) Minutes; May 11, 2021 (Regular) Minutes; May 27, 2021 (Special) Minutes
- 3. Public Comment
- 4. Michael Garrison, Commissioner Resolution Honoring Law Enforcement
- 5. Jen Barnhart, US Forest Service
  Appalachian District Presentation
- 6. Burgin "Bo" Dossett, NC Forest Service Forest Service Presentation
- 7. Sarah Nichols, Economic Development

  Economic Development Site Development
- 8. Edwina Craig, Veteran's Service Officer
  Veteran's Service Office Presentation
- 9. Tammy Cody, Health Director
  - a. State of the County Health Report
  - b. Jail Health Services MOU
- 10. Kary Ledford, Interim Finance Officer
  - a. Budget Amendment #13
  - b. Financial Report
- 11. Diana Norton, Tax Assessor Tax Refunds and Releases
- 12. Norris Gentry, Commissioner/Interim County Manager
  - a. County Manager's Update
  - b. 2021-2022 Inmate Labor Contract
  - c. North Carolina Association of County Commissioners Annual Conference Voting Delegate
  - d. North Carolina Department of Public Safety Probation and Parole Lease
  - e. Proposed FY 2021-2022 Budget Discussion and Scheduling of Public Hearing
  - f. Enterprise Funds Fees Discussion
  - g. County Board Appointments
  - h. Personnel
  - i. Madison County vs. Tai-Fried 19-CvD-51
- 13. Adjournment



## **Madison County Commissioners Meeting**

### **Public Comment**

June 8, 2021 7:00pm

North Carolina Cooperative Extension-Madison County Center

3 Minute Time Limit

20.

Windle Time Diffic		
Pı	ıblic Comment Sign-	In Sheet
Name 1/CHAD NESTON 2/ RICK TUllis 3. RONDELL LAMCE 4. Brian Coates 5. 6.		Signature  NEVEN  AND  AND  AND  AND  AND  AND  AND  A
7. 8. 9. 10. 11. 12. 13. 14.		
16. 17. 18.		

#### Resolution

Conveying Public Support and Gratitude for Our County's Law Enforcement Agencies

Whereas the brave men and women of our local law enforcement agencies continually and unfailingly serve the greater Madison County communities against criminals who seek to commit acts of violence, theft and wrong doing on our innocent residents;

Whereas these brave and courageous men and women ensure the safety of our children, elderly, families and guests by willingly confronting, on a daily basis, dangerous circumstances and potential threats of personal harm, serious bodily injury or even death;

Whereas these local heroic law enforcement officers continue to faithfully, without prejudice, execute the duties of their office during unprecedented social turmoil, political conflict and national civil unrest;

Whereas these men and women routinely and readily respond to uncertain encounters that are often rapidly evolving situations that require split second potential life and death decisions that are reviewed and meticulously scrutinized from the comfort, safety and convenience of administrative offices, public media outlets and living room couches;

Whereas progressive leftist political movements and special interest groups seek to otherwise demoralize, deject, defund and impede our law enforcement officers from making difficult and instantaneous decisions which has resulted in officers being less likely to intervene in dangerous situations and decreased proactive patrols within the communities they are entrusted to protect and serve;

Whereas this concentrated effort to undermine the necessity and effectiveness of law and order suppresses the pursuit of equitable justice and increases acts of violent crime;

Whereas these efforts are currently resulting in the mass exodus of quality professional law enforcement officers from their chosen occupation and the limited interest of qualified potential future applicants both of which we have witnessed in nearby communities where there is a demonstrated lack of political, community and administrative support;

Whereas the disparagement of these men and women and the espousal of hateful rhetoric against them, decreases their physical safety and intensifies the likelihood of antagonistic and escalated violence against them during hostile and confrontational situations;

Whereas it is duly recognized that these fallible men and women are important members of the communities they serve and have a desire of building trusting friendships and enduring partnerships with the greater community for the advancement of collective goals in a safe and abiding environment;

It is now hereby resolved that the Madison County Board of Commissioners:

- ➤ Convey our sincere appreciation and gratitude to all the local law enforcement agencies, their related support service employees and all their families who earnestly and professionally serve and protect our communities; and
- That we acknowledge the enormous sacrifices and invaluable services that law enforcement officers make in the care and defense of our citizens; and
- > That we recognize the positive impact that those personal sacrifices have in creating an unparalleled safe and enhanced quality of life within our rural mountain communities; and
- > That we acknowledge and extend our deepest appreciation and gratitude to the greater familial support system of first responders and fire personnel, emergency medical responders, telecommunicators and all of the support staff that work collectively in partnership with our law enforcement officers; and
- > That we denounce and reject any attempts to demoralize, dissuade, defund or dismantle the benefits and blessings of our Madison County law enforcement officers; and

That the Madison County Board of Commissioners hereby declares Madison County,

North Carolina, as a "Pro-Law Enforcement Community".

Adopted this the 8th day of June, 2021.

Mark Snelson

Madison County Board of Commissioners

Attest:

Mandy Bradley

Clerk to the Board of Commissioners

#### Memorandum of Understanding

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Background

General Statute 153A-225 entitled *Medical Care of Prisoners* states that "Each unit that operates a local confinement facility shall develop a plan for providing medical care for prisoners in the facility". This plan must be reviewed annually, approved by the local health director and adopted by the governing body. This medical plan must include a description of the health services available to inmates and various policies and procedures necessary to address the medical needs of inmates.

Purpose

- To assist the Madison County Jail staff with a plan for the delivery of medical care for the prisoners in the Madison County Jail and to help prevent the spread of contagious diseases.
- 2. To ensure appropriate medical care for the Madison County inmates to the extent necessary for their health and welfare.
- 3. To protect the health and welfare of Madison County Jail staff through the prevention of the spread of contagious disease.

#### Scope

Madison County Health Department

- a. Madison County Health Department staff will provide screening and follow up for communicable diseases through intake review and screening. The health department will also provide telephone consultation regarding communicable disease issues.
- b. TB skin testing, and screening for Hepatitis C and HIV when appropriate and available.
- Consultation and follow-up for communicable disease and implementation of disease prevention measures;
- d. In-service training for jail employees regarding basic health care issues, upon request
- e. Provision of prenatal care for pregnant inmates
- f. Provision of emergency dental care, if needed

#### Madison County Jail

- a. Jail staff will complete required health screening forms on all inmates.
- a. Jail staff will provide adequate examination space
- b. Jail staff will ensure safety for medical staff.
- c. Medications at the jail will be kept locked in a secure location
- d. Jail staff will contact Health-e-Corrections or other health care providers for all inmate health concerns or needs.
- Jail staff will be aware of the Jail Health Plan and follow adopted policies and procedures.

Health-e-Corrections (Center for Rural Health Innovations)

- a. Provide medical services for inmates requesting evaluation and treatment from a licensed provider.
- b. Provide services to inmates within a timely manner of request from staff at the Madison County jail
- c. Coordinate with Outside Providers, as needed.

Health-e-Corrections (Behavioral Health Provider)

- a. Provide mental health assessments to inmates at the Madison County jail as needed
- b. Provide mental health therapy and medications to inmates at the Madison County jail as needed
- c. Provide phone back-up for questions and issues related to mental health
- d. Coordinate care of shared patients with Health-e-Corrections (for Medical provider)

Madison Pharmacy

- a. Provide pharmacy services for inmates at the Madison County jail
- b. Deliver medications to the Madison County jail
- c. Fill prescriptions within one business day
- d. Review medication dispensing and MARS

#### Reimbursement for Services

The MCHD will bill for some services to the Madison County Jail.

Health-e-Corrections will have a contract with the Madison County Jail that outlines the agreement between the two agencies for the provision of medical and behavioral health services.

Health-e-Corrections will have a contract with the Madison County Jail that outlines the agreement between the two agencies for the provision of medical services.

Madison Pharmacy will have a contract with the Madison County Jail that outlines the agreement between the two agencies for the provision of medical services and for reimbursement.

Program Monitoring

Health department staff will attend educational workshops and updates pertaining to jail health as funds are available. Policies and procedures will be reviewed at least annually by health department and jail staff. In addition, health department and jail staff will meet annually to review the jail health program and the Jail Health Plan prior to local government adoption. Training on special health care topics will be available to jail staff upon request. The Jail Health Team will consist of RHA staff, Health-e-Corrections, Health Department staff and Jail staff. The Team will meet quarterly.

#### <u>Addendum</u>

The Sisters of Mercy Urgent care staff will communicate HIPPA sensitive information to Captain Michelle Quintero.

## Memorandum of Understanding (MOU)

Between
The Madison County Health Department
The Madison County Sheriff's Office
Health-e-Corrections
Madison Pharmacy
For
Jail Health Services

Mark Snelson, Chair Madison County Board of Commissioners	Bob Adams DDS, Chair Madison County Board of Health
Date	Date 5-28-21
James "Buddy" Harwood Madison County Sheriff	Tammy Cdy  Tammy Lody, Director  Madison County Health Department  Date 5-28-21
Amanda Martin, Executive Director Health-e Corrections	Cynthia Niles, Madison Pharmacy
Date	Date

#### Madison County Board of Commissioners

#### Budget Amendment #13 June 8, 2021

Description Line Item Debit Cred	
Ad Valorem	
2003 Taxes 10.3100.2003	\$55.00
2004 Taxes 10.3100.2004	\$55.00
2007 Taxes 10.3100.2007	\$93.00
2008 Taxes 10.3100.2008	\$85.00
2009 Taxes 10.3100.2009	\$85.00
2010 Taxes 10.3100.2010	\$155.00
2011 Taxes 10.3100.2011	\$420.00
2015 Taxes 10.3100.2015	\$1,245.00
2016 Taxes 10.3100.2016 \$ 14,447.00	
2019 Taxes 10.3100.2019	\$9,731.00
2021 Taxes 10.3100.2021	\$5,078.00
Interest 10.3100.1700 \$	22,424.00
Adust to actual	
Soil and Water	
Salaries 10.4961.1210 \$ 5,909.10	
FICA 10.4961.1810 \$ 452.05	
Retirement 10.4961.1820 \$ 492.26	
Unemployment 10.4961.1850 \$ 16.00	
Workers Comp 10.4961.1860 \$ 101.00	
MCSW General Fund 10.3496.3000	\$1,766.56
To record employee payout of vacation expenses. Also, expenses for	
intern to be reimbursed this month by the Soil and Water District	
Misc. Income	
Misc. Income 10.3836.1100	\$1,369.20
Maintenance-Profess. Services 10.4261.1990 \$ 1,000.00	
Removal of tank revenue and expense	
Health Department	
Strike Team Support 10.5110.7000 \$	487.65
Salaries 10.5110.1210 \$ 414.08	
FICA 10.5110.1810 \$ 30.33 Retirement 10.5110.1820 \$ 42.43	
Retirement 10.5110.1820 \$ 42.43	
State BCCCP 10.3513.3450 \$	5,000.00
Medical Professional 10.5110.1930 \$ 5,000.00	

Tra	nspo	rta	tion
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Cares Act	10.3452.8700		\$	90,072.00	
Cares ADTAP	10.3452.8700		\$	23,764.00	
Edtap State	10.3452.8470	\$ 37,734.00			
Trans - Medicaid	10.3452.5310	\$ 32,355.00			
Repairs and Maintenance	10.4522.3530	\$ 20,000.00			
Motor Fuels	10.4522.2510	\$ 20,000.00			
Capital Equipment	10.4522.5110	\$ 3,747.00			
December of a deliation of account to the	!! 4 <b>66</b> 4	 ! £ £	-11	_	

Received additional cares funding to offset decrease in state funding

#### **NC Cooperative Extension**

Building Maintenance	10.4950.3510	\$ 15,110.00
Purchase of new A/C unit		

#### **Land Records**

Salaries	10.4142.1210	\$ 4,153.84
FICA	10.4142.1810	\$ 317.77
Retirement	10.4142.1820	\$ 475.20
Unemployment Insurance	10.4142.1850	\$ 41.41
Workers Comp	10.4142.1860	\$ 3.74
Life Insurance	10.4142.1890	\$ 43.20

To fund GIS Mapper Position for remainder of year

#### Sales Tax

1/4 cent sales tax	10.3232.3115		\$35,583.91
Education/Schools			
1/4 cent sales tax	10.5911.7200	\$35,583.91	

**Contingency** 10.7000.0000 \$

\$ 197,469.32 \$197,469.32

#### Bank balances at June 30 , 2021 are as follows:

	U	restricted	Restricted
General Fund		\$677,558.76	
Debt Service Fund		\$48,526.47	
Capital Outlay Fund		\$326,123.60	
Capital Management		\$11,222,578.24	
Occupancy Tax Fund			\$215,434.96
Revaluation Fund			\$74,411.00
Tourism Development			\$870,780.90
Automation Fund			\$147,159.12
Drug Seizure Fund			\$13,252.74
Inmate Trust Fund			\$43,750.46
Soil & Water Conservation			\$57,401.79
Total of All Accounts:		\$12,274,787.07	\$1,422,190.97
New Jail Loan	\$	-	(Due in February)
School Debt Service	\$	-	(Due in February)
40-42 Set Aside for Schools	\$	(972,922.79)	
Unspent Grant/Restricted Proceeds	\$	(767,625.28)	
Adoption Promotion Fund	\$	(97,200.09)	
Encumbered Amounts	\$	(456,801.11)	
Total Unassigned and Unrestricted Bank Balar		\$9,980,237.80	

	General	Landfill	911
Unassigned and Unrestricted totals by Fund:	\$8,615,940.43	\$550,129.29	\$309,311.44

#### SUMMARIES:

Contingency

Percentage of budget at April 2021 is:					
All Funds:		YTD		% OF BUDGET	
Revenues	\$1,771,112.42	\$31,239,679.22		92.77	
Expenditures	\$2,388,385.78	\$27,393,852.33		83.14	
General Fund	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 05/20
Revenues to Date;	\$1,710,813.41	\$28,425,430.49		98,24	<b>\$26,930,7</b> 68.05
Expenditures to Date:	\$2,197,169.93	\$25,175,214.00	\$ 243,276.11	85.94	<b>\$25,336,3</b> 34.63
Gain/Loss to Date:	(\$486,356.52)	\$3,250,216.49			<b>\$1,594,</b> 433.42
Contingency	\$470,751.05				
		•			
Landfill	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 05/20
Landfill  Revenues to Date:	MTD \$48,114.38	YTD \$2,664,114.89	Encumbered	% OF BUDGET	Year to Date 05/20 \$1,922,982.54
			Encumbered \$213,525.00	107.79	
Revenues to Date:	\$48,114.38	<b>\$2,664,114.8</b> 9 <b>\$2,114,599.</b> 59		107.79	\$1,922,982.54
Revenues to Date: Expenditures to Date:	\$48,114.38 \$174,196.42	<b>\$2,664,114.8</b> 9 <b>\$2,114,599.</b> 59		107.79	\$1,922,982.54
Revenues to Date: Expenditures to Date: Gain/Loss to Date:	\$48,114.38 \$174,196.42	<b>\$2,664,114.8</b> 9 <b>\$2,114,599.</b> 59		107.79	\$1,922,982.54
Revenues to Date: Expenditures to Date: Gain/Loss to Date: Contingency	\$48,114.38 \$174,196.42 (\$126,082.04)	\$2,664,114.89 \$2,114,599.59 \$549,515.30		107.79 80.34	\$1,922,982.54 \$2,558,509.02
Revenues to Date: Expenditures to Date: Gain/Loss to Date: Contingency 911 Emergency Telephone Services	\$48,114.38 \$174,196.42 (\$126,082.04)	\$2,664,114.89 \$2,114,599.59 \$549,515.30 YTD		107.79 80.34 % OF BUDGET	\$1,922,982.54 \$2,558,509.02 Year to Date 05/20
Revenues to Date: Expenditures to Date: Gain/Loss to Date: Contingency 911 Emergency Telephone Services Revenues	\$48,114.38 \$174,196.42 (\$126,082.04) MTD \$12,184.63	\$2,664,114.89 \$2,114,599.59 \$549,515.30 YTD \$150,133.84 \$104,038.74		107.79 80.34 % OF BUDGET 72.27	\$1,922,982.54 \$2,558,509.02 Year to Date 05/20 \$193,235.03

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DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 06/20
Vehicle Tax	\$78,235.81	\$1,040,099.02	118.21	\$1,023,868.64
Overages/Underages	\$0.00	\$3.72		\$3. <b>23</b>
Ad Valorem Tax Interest	\$14,965.29	\$192,389.72	103.47	\$147,310.56
Late Listing Fee	\$895.34	\$20,354.02	102.9	\$20,073.04
Legal Fees				
2009 Ad Valorem Tax	\$91.29	\$1,586.60	120.65	\$1,492.60
2010 Ad Valorem Tax	\$100.24	\$4, <del>9</del> 80.12	100.01	\$4,505.96
2011 Ad Valorem Tax	\$599.64	\$5,046.51	106.92	\$3,216.05
2012 Ad Valorem Tax	\$377.26	\$5,379.09	102.65	\$3,5 <b>75.63</b>
2013 Ad Valorem Tax	\$52 <b>7.92</b>	\$7,314.25	104.49	\$3,153.49
2014 Ad Valorem Tax	\$620,50	\$6,457.81	108.35	\$7,337.40
2015 Ad Valorem Tax	\$460.34	\$15,700.73	102.02	\$11,454.66
2016 Ad Valorem Tax	\$1,244.44	\$23,943.09	103.43	\$34,044.01
2017 Ad Valorem Tax	\$3,944.37	\$39,083.10	105.28	<b>\$73</b> ,475.96
2018 Ad Valorem Tax	\$5,436.67	\$96,440.24	102.23	213,267.38
2019 Ad Valorem Tax	\$15,574.74	\$255,415.97	104.68	10,6 <b>72,</b> 092.17
2020 Ad Valorem	\$35,942.32	\$11,965,168.23	101.63	15,311.84
2021 Ad Valorem	\$7,211.52	\$20,574.12	127.02	
Collection Fees: Marshall				
Collection Fees: Mars Hill				
Collection Fees: Hot Springs		93.47		
Sale of Tax Maps		\$70.50	21.38	\$455.00
Tax Office Copies				•
Returned Check		\$8,345.16		<b>\$13,949</b> .93
Refunds/Overpayment of Taxes	\$1,061.49	\$97,419.29		\$21,000.00
Contra: Returned Check		\$1,284.81		
Sale of Foreclosed Property		\$2,509.00	16.73	\$16,500.00
Contra: Foreclosed Property Expenses				
Sales Tax/Video Programming	\$3,599.58	\$11,184.46	79.89	\$18,565. <b>65</b>
Sales Tax	\$580,105.66	\$4,602,620.66	113.39	\$4,752,970.47
Gas Tax Refund/State		\$18,158.43	82.54	\$24 <b>,27</b> 6. <b>8</b> 8
Payment In Lieu of Taxes	\$155,613.00	\$161,505.48	100.01	\$157,969.36
Forest Service Timber Sales		\$11,224.17	140.30	\$10,811.18
Clerk of Court	\$6,161.20	\$71,942.92	87.66	\$69,219.06
Board of Elections	24071	\$114,818.82	99.79	\$13,451.08
Register of Deeds	\$44,648.60	\$571,857.45	105.00	\$345,986.75
Sheriff's Department	\$170,827.79	\$1,600,097.55	114.94	\$1,336,190.45
Emergency Management		\$39,377.80	102.21	\$38,904.03
Inspections	\$16,654.96	\$217,782.45	117.21	\$238,627.95
Animal Control	\$2,506.00	\$41,494.09	111.97	\$43,168.32
Transportation	\$6,343.85	\$386,365.64	77.78	\$918,903.58
Cooperative Extension Service				
Soil & Water Conservation	5000	\$35,480.00	95.26	\$ 27,235.00
Grant Revenues/JCPC/DJJDP	\$51,036.00	\$351,082.70	96.56	\$120,166.55
·				

DEPARTMENT	MTD	YTD		% OF BUDGET	Year to Date 06/20
Health Department	\$ 181,764.81	\$ 2,104,559.08		94.45	\$ 2,045,971.64
Medicaid Hold Harmless Tax	\$ -	\$ 311,116.40		92.85	\$ 200,308.00
Social Services	\$169,075.37	\$1,940,632.37		75.4	\$2,098,300.84
AFDC					
Foster Care	\$45,197.64	\$428,871.04		41.4	\$504,027.69
Medicaid					\$370.00
Adoption	\$ 1,983.75	\$134,289.82		70.62	\$28,425.00
Child Support Enforcement	\$6,677.36	\$105,097.06		92.5	\$72,925.88
In Home Aides	\$9,726.31	\$89,297.82		57,22	\$85,555.11
Beech Glen Center	\$763.00	\$763.00		9.54	\$8,818.75
Nutrition	\$40,788.00	\$150,920.59		86.56	\$209,658.74
State Lottery Funds/Education		\$350,000.00			250000
Library	\$6,879.00	\$86,362.01		84.34	\$102,745.06
Parks & Recreation		\$6,970.00		64.6	\$9,420.00
Interest Earned	\$105.86	\$2,383.97		9.34	\$80,033.92
Rent of County Property	\$3,327.50	9/59		91.36	\$74,765.00
Finance/Other	\$8,480.04	\$24,350.40		134.76	\$14,387.26
Miscellaneous Income		\$ 595,662.13		119.85	\$18,779.83
Fund Transfer In					
Totals	1,710,813.41	28,425,430.49		98.24	\$26,930,768.05
GENERAL FUND EXPENDITURES					
DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 06/20
Governing Body	\$13,074.55	\$160,465.03		93.86	\$96,130.59
Finance Office	\$37,390.72	\$473,679.41	\$ 2,800.00	83.85	\$553,420.25
Tax Collector	\$17,879.73	\$288,478.08	\$ 2,800.00	95.34	\$272,338.72
Tax Collector Tax Supervisor			\$ 2,800.00		
Tax Collector  Tax Supervisor  Land Records	\$17,879.73	\$288,478.08	\$ 2,800.00	95.34	\$272,338.72
Tax Collector Tax Supervisor	\$17,879.73 \$20,120.23	\$288,478.08 <b>\$223,621</b> .26	\$ 2,800.00	95.34 90.49	\$272,338.72 \$178,692.52
Tax Collector  Tax Supervisor  Land Records	\$17,879.73	\$288,478.08 \$223,621.26 \$12,696.84	\$ 2,800.00	95.34 90.49 37.7	\$272,338.72 \$178,692.52 \$15,834.64
Tax Collector  Tax Supervisor  Land Records  Professional Services	\$17,879.73 \$20,120.23	\$288,478.08 <b>\$223,621</b> .26	\$ 2,800.00	95.34 90.49 37.7 93.41	\$272,338.72 \$178,692.52 \$15,834.64 \$343,812.92
Tax Collector  Tax Supervisor  Land Records  Professional Services  Court Facilities	\$17,879.73 \$20,120.23 \$1,616.52	\$288,478.08 \$223,621.26 \$12,696.84	\$ 2,800.00	95.34 90.49 37.7	\$272,338.72 \$178,692.52 \$15,834.64 \$343,812.92 \$273,725.09
Tax Collector  Tax Supervisor  Land Records  Professional Services  Court Facilities  Board of Elections	\$17,879.73 \$20,120.23 \$1,616.52 \$38,205.92	\$288,478.08 \$223,621.26 \$12,696.84 \$347,643.44	\$ 2,800.00	95.34 90.49 37.7 93.41	\$272,338.72 \$178,692.52 \$15,834.64 \$343,812.92 \$273,725.09 \$0.00
Tax Collector Tax Supervisor Land Records Professional Services Court Facilities Board of Elections Register of Deeds	\$17,879.73 \$20,120.23 \$1,616.52 \$38,205.92	\$288,478.08 \$223,621.26 \$12,696.84 \$347,643.44 \$379,697.69	\$ 2,800.00	95.34 90.49 37.7 93.41 94	\$272,338.72 \$178,692.52 \$15,834.64 \$343,812.92 \$273,725.09
Tax Collector Tax Supervisor Land Records Professional Services Court Facilities Board of Elections Register of Deeds Register of Deeds-Automation	\$17,879.73 \$20,120.23 \$1,616.52 \$38,205.92 \$35,573.63	\$288,478.08 \$223,621.26 \$12,696.84 \$347,643.44 \$379,697.69 \$21,845.77		95.34 90.49 37.7 93.41 94 97.79	\$272,338.72 \$178,692.52 \$15,834.64 \$343,812.92 \$273,725.09 \$0.00
Tax Collector Tax Supervisor Land Records Professional Services Court Facilities Board of Elections Register of Deeds Register of Deeds- Automation Custodial	\$17,879.73 \$20,120.23 \$1,616.52 \$38,205.92 \$35,573.63	\$288,478.08 \$223,621.26 \$12,696.84 \$347,643.44 \$379,697.69 \$21,845.77 \$26,903.40		95.34 90.49 37.7 93.41 94 97.79 72.08	\$272,338.72 \$178,692.52 \$15,834.64 \$343,812.92 \$273,725.09 \$0.00 \$0.00
Tax Collector Tax Supervisor Land Records Professional Services Court Facilities Board of Elections Register of Deeds Register of Deeds- Automation Custodial Maintenance	\$17,879.73 \$20,120.23 \$1,616.52 \$38,205.92 \$35,573.63 7094.71 \$58,689.18	\$288,478.08 \$223,621.26 \$12,696.84 \$347,643.44 \$379,697.69 \$21,845.77 \$26,903.40 \$454,579.13	\$ 6,416.63	95.34 90.49 37.7 93.41 94 97.79 72.08 76.18	\$272,338.72 \$178,692.52 \$15,834.64 \$343,812.92 \$273,725.09 \$0.00 \$0.00 \$454,981.82
Tax Collector  Tax Supervisor  Land Records  Professional Services  Court Facilities  Board of Elections  Register of Deeds  Register of Deeds- Automation  Custodial  Maintenance  Sheriff's Department	\$17,879.73 \$20,120.23 \$1,616.52 \$38,205.92 \$35,573.63 7094.71 \$58,689.18 \$303,197.13	\$288,478.08 \$223,621.26 \$12,696.84 \$347,643.44 \$379,697.69 \$21,845.77 \$26,903.40 \$454,579.13 \$3,595,116.72	\$ 6,416.63 \$ 10,149.20	95.34 90.49 37.7 93.41 94 97.79 72.08 76.18 101.08	\$272,338.72 \$178,692.52 \$15,834.64 \$343,812.92 \$273,725.09 \$0.00 \$0.00 \$454,981.82 \$3,704,170.09
Tax Collector  Tax Supervisor  Land Records  Professional Services  Court Facilities  Board of Elections  Register of Deeds  Register of Deeds- Automation  Custodial  Maintenance  Sheriff's Department  Emergency Management	\$17,879.73 \$20,120.23 \$1,616.52 \$38,205.92 \$35,573.63 7094.71 \$58,689.18 \$303,197.13 \$44,822.72	\$288,478.08 \$223,621.26 \$12,696.84 \$347,643.44 \$379,697.69 \$21,845.77 \$26,903.40 \$454,579.13 \$3,595,116.72 \$124,999.13	\$ 6,416.63 \$ 10,149.20	95.34 90.49 37.7 93.41 94 97.79 72.08 76.18 101.08 86.87	\$272,338.72 \$178,692.52 \$15,834.64 \$343,812.92 \$273,725.09 \$0.00 \$0.00 \$454,981.82 \$3,704,170.09 \$100,039.92
Tax Collector Tax Supervisor Land Records Professional Services Court Facilities Board of Elections Register of Deeds Register of Deeds- Automation Custodial Maintenance Sheriff's Department Emergency Management 911 Dispatchers	\$17,879.73 \$20,120.23 \$1,616.52 \$38,205.92 \$35,573.63 7094.71 \$58,689.18 \$303,197.13 \$44,822.72 \$45,666.01	\$288,478.08 \$223,621.26 \$12,696.84 \$347,643.44 \$379,697.69 \$21,845.77 \$26,903.40 \$454,579.13 \$3,595,116.72 \$124,999.13 \$686,451.28	\$ 6,416.63 \$ 10,149.20	95.34 90.49 37.7 93.41 94 97.79 72.08 76.18 101.08 86.87 89.84	\$272,338.72 \$178,692.52 \$15,834.64 \$343,812.92 \$273,725.09 \$0.00 \$0.00 \$454,981.82 \$3,704,170.09 \$100,039.92 \$594,325.70
Tax Collector Tax Supervisor Land Records Professional Services Court Facilities Board of Elections Register of Deeds Register of Deeds- Automation Custodial Maintenance Sheriff's Department Emergency Management 911 Dispatchers Fire Contract/Forest Service	\$17,879.73 \$20,120.23 \$1,616.52 \$38,205.92 \$35,573.63 7094.71 \$58,689.18 \$303,197.13 \$44,822.72 \$45,666.01 \$16,636.51	\$288,478.08 \$223,621.26 \$12,696.84 \$347,643.44 \$379,697.69 \$21,845.77 \$26,903.40 \$454,579.13 \$3,595,116.72 \$124,999.13 \$686,451.28 \$91,786.57	\$ 6,416.63 \$ 10,149.20 \$ 39,813.00	95.34 90.49 37.7 93.41 94 97.79 72.08 76.18 101.08 86.87 89.84 81.98	\$272,338.72 \$178,692.52 \$15,834.64 \$343,812.92 \$273,725.09 \$0.00 \$454,981.82 \$3,704,170.09 \$100,039.92 \$594,325.70 \$34,025.89
Tax Collector Tax Supervisor Land Records Professional Services Court Facilities Board of Elections Register of Deeds Register of Deeds- Automation Custodial Maintenance Sheriff's Department Emergency Management 911 Dispatchers Fire Contract/Forest Service Inspections	\$17,879.73 \$20,120.23 \$1,616.52 \$38,205.92 \$35,573.63 7094.71 \$58,689.18 \$303,197.13 \$44,822.72 \$45,666.01 \$16,636.51 \$26,650.28	\$288,478.08 \$223,621.26 \$12,696.84 \$347,643.44 \$379,697.69 \$21,845.77 \$26,903.40 \$454,579.13 \$3,595,116.72 \$124,999.13 \$686,451.28 \$91,786.57 \$259,046.01	\$ 6,416.63 \$ 10,149.20 \$ 39,813.00	95.34 90.49 37.7 93.41 94 97.79 72.08 76.18 101.08 86.87 89.84 81.98	\$272,338.72 \$178,692.52 \$15,834.64 \$343,812.92 \$273,725.09 \$0.00 \$0.00 \$454,981.82 \$3,704,170.09 \$100,039.92 \$594,325.70 \$34,025.89 \$260,175.35
Tax Collector Tax Supervisor Land Records Professional Services Court Facilities Board of Elections Register of Deeds Register of Deeds- Automation Custodial Maintenance Sheriff's Department Emergency Management 911 Dispatchers Fire Contract/Forest Service Inspections Economic Development	\$17,879.73 \$20,120.23 \$1,616.52 \$38,205.92 \$35,573.63 7094.71 \$58,689.18 \$303,197.13 \$44,822.72 \$45,666.01 \$16,636.51 \$26,650.28 \$7,581.53	\$288,478.08 \$223,621.26 \$12,696.84 \$347,643.44 \$379,697.69 \$21,845.77 \$26,903.40 \$454,579.13 \$3,595,116.72 \$124,999.13 \$686,451.28 \$91,786.57 \$259,046.01 \$76,876.07	\$ 6,416.63 \$ 10,149.20 \$ 39,813.00	95.34 90.49 37.7 93.41 94 97.79 72.08 76.18 101.08 86.87 89.84 81.98 82.39 69.43	\$272,338.72 \$178,692.52 \$15,834.64 \$343,812.92 \$273,725.09 \$0.00 \$40.00 \$454,981.82 \$3,704,170.09 \$100,039.92 \$594,325.70 \$34,025.89 \$260,175.35 \$493,507.70
Tax Collector Tax Supervisor Land Records Professional Services Court Facilities Board of Elections Register of Deeds Register of Deeds- Automation Custodial Maintenance Sheriff's Department Emergency Management 911 Dispatchers Fire Contract/Forest Service Inspections Economic Development Medical Examiner	\$17,879.73 \$20,120.23 \$1,616.52 \$38,205.92 \$35,573.63 7094.71 \$58,689.18 \$303,197.13 \$44,822.72 \$45,666.01 \$16,636.51 \$26,650.28 \$7,581.53	\$288,478.08 \$223,621.26 \$12,696.84 \$347,643.44 \$379,697.69 \$21,845.77 \$26,903.40 \$454,579.13 \$3,595,116.72 \$124,999.13 \$686,451.28 \$91,786.57 \$259,046.01 \$76,876.07 \$11,200.00	\$ 6,416.63 \$ 10,149.20 \$ 39,813.00 \$25,000.00	95.34 90.49 37.7 93.41 94 97.79 72.08 76.18 101.08 86.87 89.84 81.98 82.39 69.43 89.6	\$272,338.72 \$178,692.52 \$15,834.64 \$343,812.92 \$273,725.09 \$0.00 \$454,981.82 \$3,704,170.09 \$100,039.92 \$594,325.70 \$34,025.89 \$260,175.35 \$493,507.70 \$7,450.00
Tax Collector Tax Supervisor Land Records Professional Services Court Facilities Board of Elections Register of Deeds Register of Deeds- Automation Custodial Maintenance Sheriff's Department Emergency Management 911 Dispatchers Fire Contract/Forest Service Inspections Economic Development Medical Examiner Ambulance Service Contract	\$17,879.73 \$20,120.23 \$1,616.52 \$38,205.92 \$35,573.63 7094.71 \$58,689.18 \$303,197.13 \$44,822.72 \$45,666.01 \$16,636.51 \$26,650.28 \$7,581.53 3700 \$142,916.63	\$288,478.08 \$223,621.26 \$12,696.84 \$347,643.44 \$379,697.69 \$21,845.77 \$26,903.40 \$454,579.13 \$3,595,116.72 \$124,999.13 \$686,451.28 \$91,786.57 \$259,046.01 \$76,876.07 \$11,200.00 \$1,715,000.00	\$ 6,416.63 \$ 10,149.20 \$ 39,813.00 \$25,000.00	95.34 90.49 37.7 93.41 94 97.79 72.08 76.18 101.08 86.87 89.84 81.98 82.39 69.43 89.6 99.56	\$272,338.72 \$178,692.52 \$15,834.64 \$343,812.92 \$273,725.09 \$0.00 \$454,981.82 \$3,704,170.09 \$100,039.92 \$594,325.70 \$34,025.89 \$260,175.35 \$493,507.70 \$7,450.00 \$1,126,668.00

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 06/20
Transportation - Operating	\$28,923.11	\$326,467.73		77.8	\$414,589.39
Transportation - Capital Outlay					287716.44
Transportation - EDTAP	85.95	\$1,307.25		50.28	\$4,412.70
Planning & Development	3,241.29	\$136,505.47		93.05	<b>\$183,</b> 545. <b>4</b> 0
Information Technology	31,684.44	\$253,113.33		91.78	\$199,630.28
Cooperative Extension	19,492.80	\$240,991.28	\$14,554.00	87.58	\$253,016.05
Soil & Water	\$15,430.20	\$133,165.61		90.5	\$133,734.53
Health Department	\$251,841.69	\$3,032,637.23		86	\$2,935,162.16
Drug Free Community	6224.94	\$117,562.17		94.05	
Management Admin.	\$44,734.19	\$410,546.16		75	\$209,545.32
Social Services	\$210,054.61	\$2,596,356.44		80.95	<b>\$2,7</b> 71,913.85
AFDC		\$3,580.26		44.75	\$6,498.84
Special Assistance	\$7,445.50	\$103,793.49		72.08	\$121,985.89
State Foster Care	\$26,609.33	\$175,694.52		25.1	\$49 <b>5,485</b> .69
Foster Care Program	\$45,025.15	\$372,666.52		<b>9</b> 0.89	\$217,360.22
Medical Assistance Program					
Adoption Assistance	\$6,840.04	\$128,248.57	\$1,626.65	46.83	\$115,627.28
Crisis Intervention	\$3,376.47	\$201,808.39		71	\$128,380.83
Child Support	\$6,934.73	\$97,764.92	(,	76.45	\$98,481.13
In Home Aides	\$9,289.12	\$109,491.61		76.23	\$ <b>188,</b> 957.53
Nutrition	\$57,598.83	\$551,205.85		93.77	\$394,124.02
Education	\$395,471.21	\$4,803,437.95		96.31	\$4,498,008.18
A-8 Technical College	\$9,542.00	\$114,504.00		100	\$112,500.00
Bank Charges	\$1,154.53	\$11,092.82		63.39	\$14,600.91
Library	\$38,308.41	\$493,457.42		<b>9</b> 7. <b>7</b> 9	\$461,316.77
Parks & Recreation	\$14,562.13	\$108,315.02		86.7	\$103,944.75
Debt Services					
Debt Services Interest					
Fund Transfer In/ Landfill & Library					
Fund Transfer Out/Revaluation					
TOTALS	<b>\$2,197,16</b> 9.93	\$25,175,214.00	\$ 243,276.11	85.94	\$25,336,334.63

#### LANDFILL FUND

REVENUES	MTD	YTD		% OF BUDGET	Year to Date 06/20
Transfer From Fund Balance		155772		56.70	£202.02
Landfill Miscellaneous Fees		\$170.20		56.73	\$382.93
Returned Check Fees					
Surplus Property Proceeds					4 4 4
State Tire Disposal Fee		\$23,403.41		83.58	\$30,407.97
Local Tire Disposal Fee	\$123.00	\$1,214.00		242	\$1,017.50
White Goods Tax		_			
Sale of White Goods	<b>\$2,</b> 350.40	\$19,768.80		164.74	\$8,740.99
Household Hazardous Waste	24	\$896.00		64	\$1,088.42
Temporary Disposa! Cards	\$6,440.00	\$96,014.11		139.92	\$27,810.00
Duplicate Disposal Cards	\$250.00	\$39,860.94		104.74	\$940.00
Landfill Disposal Cost Fees	\$12,881.52	\$130,274.11		93.56	\$130,047.74
Landfill Sale of Recyclables	\$6,850.78	\$55,190.02		187.66	<b>\$27,620.8</b> 9
Nuisance Tires					
Disposal Cards	\$13,984.47	\$2,236,197.06		108.54	\$1,575,814.30
Construction Demolition	\$5,209.81	\$45,792.08		62.39	<b>\$73,852.2</b> 5
Solid Waste Disposal Distribution		\$13,445.58		89.64	\$17,782.99
Grant/State					
Electronics Management		\$568.78		22,75	13309.58
Electronics (County)		\$1,320.00		44	\$700.00
Interest					
Totals	\$48,114.38	\$2,664,114.89		107.79	\$1,922,982.54
EXPENSES:	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 06/20
Landfill	\$159,144.70	\$1,735,527.28	\$213,525.00	78.47	\$1,913,430.08
Recycling	\$14,791.82	\$356,944.48		91.08	\$207,558.46
Scrap Tires	\$259.90	\$22,091.83		88,37	\$24,511.48
White Goods					
Closure/Post Closure					
Totals	\$174,196.42	\$2,114,599.59	\$213,525.00	80.34	\$2,558,509.02

NCPTS V4

Attachment 11.1

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ite run: 6/2/2021 11:54:55 AM

port Parameters:

5/1/2021 lease Date Start:

Release Date End:

5/31/2021

ALL Tax District:

Bill #, Taxpayer Name, Release Date, Billing Date, Operator ID, Release Amount No Grouping fault Sort-By: ouping:

00005112-2020-2020-0000-00-REG	SHELTON, PEARL	9/21/2020 Landfill error	DIANA	5/3/2021	1 583 19	180 00	1 403 16
00006424-2020-2020-0000-00-REG		9/21/2020 Landfill error	DIANA	5/3/2021	360.00	180.00	180.00
00007814-2018-2018-0000-00-REG	MACE, KETH	8/15/2018 Landfill error	DIANA	5/10/2021	301.59	160.00	141.59
00007814-2019-2019-0000-00-REG	MACE, KEITH	8/28/2019 Landfill error	DIANA	5/10/2021	311.76	160.00	151.76
00020072-2020-2020-0000-00-REG	GENTRY, ARVIL LEE 9/21/2020 Landfill error	9/21/2020 Landfill error	DIANA	5/3/2021	1,578.08	180.00	1,398.08
00275148-2016-2016-0000-00-REG	MACE, KEITH	8/15/2016 Landfill error	DIANA	5/10/2021	304.64	160.00	144.6
00275150-2017-2017-0000-00-REG	MACE; KEITH	8/15/2017 Landfill error	DIANA	5/10/2021	304.64	160.00	144.6
00275151-2008-2008-0000-00-REG	WACE, KEITH	8/15/2008 Landfill error	DIANA	5/10/2021	284.09	190.01	94.08
00275152-2012-2012-0000-00-REG	MACE, KEITH 8/15/2012 Landfill error	8/15/2012 Landfill error	DIANA	5/10/2021	315.16	180.00	135.16
00275153-2007-2007-0000-00-REG	WACE, KEITH	8/15/2007 Landfill error	DIANA	5/10/2021	184.09	60.06	94.00
00275154-2015-2015-0000-00-REG	MACE, KEITH	8/15/2015 Landfill error	DIANA	5/10/2021	304.64	160.00	144.6
00275156-2011-2011-0000-00-REG	MACE, KEITH	8/15/2011 Landfill error	DIANA	5/10/2021	292.49	190.00	102.45
00275157-2013-2013-0000-00-REG	MACE KEITH	8/15/2013 Landfill error	DIANA	5/10/2021	315.16	180.00	135.16
00275159-2009-2009-0000-00-REG	MACE, KEITH	8/15/2009 Landfill error	DIANA	5/10/2021	284.09	190.01	94.08
00275160-2014-2014-0000-00-REG	MACE, KEITH	8/15/2014 Landfill error	DIANA	5/10/2021	319.90	180.00	139.90
00275162-2010-2010-0000-00-REG	MACE, KEITH	8/15/2010 Landfill error	DIANA	5/10/2021	292.49	190.00	102.49
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## Madison

## NC DPS - Community Programs - County

Available Funds:	\$ \$96,465	Local Match:	\$ \$21,995	Rate:	20%

		LO	CAL FUNDIN	IG	OTHER	OTHER		
Program Provider	DPS-JCPC Funding	County Cash Match	Local Cash Match	Local In- Kind	State/ Federal	Funds	Total	% No DPS-JC Progra Reven
JCPC Admin	\$800						\$800	
EMYS Madison Team Success - Madison County Schools	\$42,995	\$8,599		\$2,556			\$54,150	219
Juvenile Mediation - Mediation and Restorative Justice Center	\$3,500	\$700					\$4,200	179
Kids At Work! Madison - Aspire Youth & Family, Inc.	\$10,000	\$2,000	\$306				\$12,306	199
Project Challenge - Project Challenge North Carolina Inc.	\$31,170	\$6,234					\$37,404	179
Sentencing Circles - Mediation and Restorative Justice Center	\$8,000						\$9,600	179
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TOTALS:	\$96,465	\$19,133	\$306	\$2,556			\$118,460	199
The above plan was derive Juvenile Crime Preven  Amount of Unallocated Funds	d through a j tion Council	planning pro- and represer	cess by the ts the Count	y's Plan for 1	Madison use of these	funds in FY	County 2021-2022	·
Amount of funds reverted back to DPS		······································		Chairnerson, Jus	venile Crime P	revention Council	(Date)	
Discretionary Funds added	······································						ζ,	
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	NC DEPARTMENT OF		AFETY

# DIVISION OF ADULT CORRECTION – PRISONS OFFENDER LABOR CONTRACT

Facility Name and Number:	Craggy Correctional Center # 4630	Date: 05/18/2021
Agency Name: Madison Co	ounty Government Offices PO Box :	579 Marshall, NC. 28753
Agency Point of Contact (Nat	ne): Mandy Bradley	
Agency Point of Contact Ema	uil Address: mbradley@madisonco	untync.gov
Agency Point of Contact Pho	ae Number: (828)-649-2854	
Project Beginning Date: 07/0	)1/2021 Projec	t Ending Date: <u>06/30/2022</u>
	will include, but are not limited to, j	janitorial, grounds/building
<del>-</del>	ecreation area maintenance, public v	
	overnmental agency projects.	
PROJECT COST		
LABOR:		
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<u>ADMINISTRATIVE:</u> Administrative Cost   ☑	Vaived □Not Waived ———	/
	(Regie	on Director Signature) Date
PROJECT TOTAL COST TO	BE BILLED \$ 780.00 ("Total Proj	jected Labor COST" plus "Administrative COST" above)
INVOICE SUBMITTED:	Monthly Quarterly	Annually
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APPROVED BY	121 los land	/
1. Governmental Agency Author	ity Date 2. Facility Hea	d Date
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3. Region Director	Date 4. Offender La	bor Director, Prisons Date
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Form Distribution by Prisons: Original - Facility Copy - Offender Labor Director, Region Office, and Accounting

## NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY DIVISION OF ADULT CORRECTION – PRISONS

#### OFFENDER LABOR AGREEMENT

Date:	5/18/2021

For the purpose of employing offender labor from the Department of Public Safety, Division of Adult Correction – Prisons, the following terms are agreed upon by the Department of Public Safety and the Madison County Government Offices

#### I. Logistics

- A. Offender labor will be supplied by the Division of Adult Correction Prisons. All offenders assigned to labor contracts will be English speaking or have completed English as a second language training.
- B. Offenders will be provided lunch by Prisons.
- C. Transportation will be supplied by Madison County Government Offices

  Work schedules will also be furnished by Madison County Government Offices
- D. Offenders may work eight (8) hours per day, seven (7) days per week. This will include travel time to and from the correctional facility. Schedules may be varied or staggered depending upon the assigned work station. Offenders may be authorized to work in excess of eight (8) hours per day, with the authorization of Prisons. (Note: The agency will be billed \$1.00 per 8 hour workday, even if the offender(s) work less than an eight (8) hour day.)
- E. No offender will be allowed to work in an area that is not supervised by a Custodial Agent.
- F. No offender will be allowed to work on school property, e.g., private or public elementary, middle or high schools, while students are on the property. No sex offender will be assigned or allowed to work on the property of any educational facility, e.g., private or public elementary, middle, high school, community college or university, etc.
- G. The Department of Public Safety has zero-tolerance for undue familiarity or sexual abuse with an offender. It is the contract agency's duty to report any allegations of offender sexual violence either by another offender, correctional staff, correctional agents, agency vendors and/or volunteers or anyone coming in contact with an offender (see Section VIII below)

#### II. Work Station/Duties

- A. Work stations may be any property owned or leased by: Madison County Government.
- B. Offenders are allowed to perform manual labor tasks such as the following:
  - 1. Floor care duties including sweeping, mopping, vacuuming, waxing and buffing.

    Offenders are not allowed to operate motorized floor cleaning equipment designed to transport the operator.
  - 2. Furniture, fixtures, windows and cabinetry cleaning, dusting and/or polishing that is done from the floor or a step ladder.

- 3. Custodial duties such as emptying trash cans, carrying out trash, restocking supplies in restrooms, moving furniture, and setting up furniture.
- 4. Motor vehicle maintenance, washing and vacuuming which does not require the offender to be on elevated surfaces more than four feet tall, without appropriate fall protection. Acceptable fall protection would include ladders, standard railing on working surfaces, properly erected scaffolding or a personal fall arrest system. Offenders are not allowed to operate motor vehicles for any reason and cannot be allowed to have the keys for operating a motor vehicle for any reason.
- 5. Grounds care duties including litter pick up, grass mowing, weed eating, pruning, hedge trimming, leaf blowing, raking, applying herbicides and pesticides, setting out and taking up small plants and bushes. Inmates must be trained by managers and supervisors in the safe operation of any powered equipment. Offenders can be trained to operate riding mowers. All equipment must have manufacturer and OSHA required warning labels, safety guards and devices in good condition. Offenders applying herbicides and pesticides must be trained and closely supervised by a duly licensed applicator responsible to insure the offender follows regulations and safe work practices. Offenders must receive hazard communication training on all chemicals they work with. They must be provided with all necessary personal protective equipment for the task they are performing.
- 6. Minor building maintenance duties including painting, caulking, clearing rain gutters and power washing that can be done from the ground, ladder, properly constructed and erected scaffolding or with an approved personal fall arrest system.
- 7. Right of way & drainage maintenance using bush axes & shovels.

Offender labor contract duties and tasks are expected to be for basic manual labor, such as those listed above, and normally utilizing manual tools such as shovels, brooms, mops, bush axes, etc. Offenders can be trained to use basic powered lawn care equipment, including riding mowers. This list of tasks is not exclusive of others but anything outside the scope of these types of work activities should be discussed with, and approved by, the correctional facility's management before assigning the offender to perform the proposed duties.

- C. Offenders are **not** allowed to perform hazardous duties such as the following:
  - 1. Work with electric transmission utility line crews in any capacity.
  - 2. Work within ten feet of any unguarded, energized electrical transmission lines or high voltage equipment, and/or within ten feet of any conductive object involved in a task near unguarded, energized electrical transmission lines or high voltage equipment.
  - 3. Enter any permit required confined space including but not limited to sewer manholes, lift stations, water tanks, chlorine contact chambers, utility vaults, salt bins, etc.

- 4. Disturb any suspected or confirmed asbestos containing materials including but not limited to thermal system insulation, vinyl floor tiles, flooring mastic, roofing, roofing felts, exterior shingle siding, acoustical ceiling tiles, fire proofing materials, solid wallboard (transite), cement water pipes, cement asbestos, sheetrock or fire doors. Typical work activities which would disturb suspected or confirmed asbestos containing materials are normally part of renovation or demolition projects which require removal or destruction of existing materials, equipment or structures.
- 5. Disturb any suspected or confirmed lead based paint by sanding, scraping, cutting, sawing, welding or power washing. Typical work activities which could disturb suspected or confirmed lead based paint are normally part of remodeling, renovation, repair, window case replacement, electrical/plumbing/carpentry work and preparing surfaces for painting.
- 6. Perform or participate in sandblasting work.
- 7. Operate heavy equipment or aerial man lifts of any kind. Some examples of prohibited equipment are: tractors, bull dozers, back hoes, cranes, grade alls, road construction equipment, fork lifts, boom trucks, etc. (However, offenders are allowed to perform maintenance and repair work on this type of equipment.)
- 8. Perform any task that requires the use of a respirator due to exceeding the contaminant's permissible exposure limits.
- 9. Work over or in water where a drowning hazard exists, without the appropriate protection, such as: standard railings, personal fall arrest systems, personal flotation devices, ring buoys and/or skiffs, as required by the OSHA standards.
- 10. Work in trenches or excavations four feet deep or greater.
- 11. Work on or adjacent to public roads and highways without the proper Manual on Uniform Traffic Control Device (MUTCD) work zone safety set up utilizing the correct traffic control devices and high visibility vests, provided by Prisons.
- 12. Operate chain saws.
- 13. Sit, stand or ride on any piece of equipment in a manner not consistent with the design of said vehicle or machinery while that equipment has its motor running or is moving. Examples of prohibited practices include, but are by no means limited to: standing on mower deck, riding in bucket of a loader, riding seated on a trailer hitch.

This list of tasks is not exclusive of others that might be considered too hazardous for offender labor contracts. Any tasks or duties similar to these or in question, in regards to personnel safety, should be addressed with the correctional facility's management before assigning the inmate to perform the proposed duties. Failure to follow these guidelines may result in suspension of this contract and the removal of offender labor.

#### III. Supervision

A. Madison County Government Offices agrees all offender project supervisors will receive the Orientation for Correctional/Custodial Agents. Project Supervisors, upon successful participation in Orientation Training, are designated as Custodial Agents. New employees will be scheduled to receive this orientation training prior to being allowed to supervise offender projects without being accompanied by correctional Officers.

- B. 1. Each Custodial Agent will be on-site at each workstation.
  - 2. Each Custodial Agent will provide the offender with a job description and will provide the Department of Public Safety with a periodic offender work performance evaluation if requested for classification purposes.
  - 3. The Custodial Agents of the offenders working under labor contract will provide all safety training, appropriate to the hazards and duties of each task to be performed by the inmate, in accordance with OSHA regulations. This training will include the hazards associated with the task, the proper and safe use of any equipment assigned for performing the work, the hazards associated with any chemicals used in the work, the proper safe work methods for performing the task and the correct use of any personal protective equipment needed to perform the task. This training will be ongoing and documented by the managers and supervisors for the duration of the offender labor contract. These training records will be made available upon request from any Department of Public Safety facility, region or state official, and/or safety inspectors. The training documentation must be signed and dated by the offender and manager/ supervisor who conducted the training.
  - 4. Work schedules will be provided by Madison County Government Offices
  - 5. Custodial Agents will designate break areas and ensure that offenders are supervised during all breaks.
  - 6. Custodial Agents are to receive annual Orientation training.
  - 7. Custodial Agents are to receive briefing in Undue Familiarity and Prison Rape Elimination Act (PREA) as part of Orientation training.

#### IV. Safety Equipment

- A. The Division of Adult Correction Prisons will provide state issued steel-toed shoes. No offender will be allowed to work without steel-toed shoes.
- B. Offenders are required to wear Prisons-issued high visibility vests where required by safety rules and regulations and/or by a Prisons manager's request.
- C. The town/county/DOT and State will furnish all other personal protective equipment needed according to the OSHA standards, other regulatory guidelines and hazard analyses of the task to be performed. All equipment to be used by inmates in the performance of their assigned tasks must meet all safety requirements for guarding, warning labels, condition and operation as required by OSHA and the manufacturer.
- D. The Custodial Agents of the town/county/DOT and State shall insure that all offenders utilize all required safety equipment and safe work procedures in the performance of their assigned tasks.
- E. The town/county/DOT and State supervisors, who act as the Custodial Agents shall insure that all offenders have completed all required safety training in the use of approved equipment, hazards communication and the proper use of personal protective equipment. All training has been documented and maintained on file by the agency.

- F. Offender injury due to failure to follow safety regulations and/or use required safety equipment may result in suspension of this contract and removal of offender labor.
- G. Correctional Staff will make routine visits to the agency to ensure custodial agents and offenders are following safety procedures and adhering to the labor contract.

#### V. Waiver and Billing Information

It is agreed that the North Carolina Department of Public Safety will waive administrative cost, transportation and custody supervision cost.

#### VI. Medical

Whenever any offender assigned to the North Carolina Department of Public Safety shall suffer accidental injury or accidental death arising out of and in the course of employment, to which the inmate has been assigned, the provisions of G.S. 97-13, shall apply. The governmental agency shall compensate the Department of Public Safety.

The following procedures are to be followed when an offender sustains an injury while on work assignment for an agency:

- 1) If the injury is serious or life threatening: the agency will contact EMS and have the injured offender transported to the nearest medical facility. The agency must immediately notify the offender's prison facility of the incident.
- 2) If the injury is non-serious or is non-life threatening: When the agency has trained first aid personnel on-site at the time the offender is injured, they may provide the offender first aid, and immediately notify the offender's prison facility of the incident.
- 3) If the injury is non-serious or is non-life threatening: and the agency does not have trained first aid personnel on-site to render first aid that may be needed, the agency is to transport the offender to the nearest medical facility for treatment and immediately notify the offender's prison facility of the incident.
- 4) If the injury is non-serious or is non-life threatening: and the agency can not provide first aid or transportation to the nearest medical facility, the agency is to immediately notify the offender's prison facility to transport the offender for first aid.

When any offender injury occurs on a labor contract project, whether first-aid and/or medical assistance is rendered, the agency is to provide the offender's prison facility written documentation of the incident as soon as possible.

#### VII. Offender Conduct

Madison County Government Offices reserves the right to refuse or return an inmate should safety, security or order become an issue and agrees to follow North Carolina Department of Public Safety rules and regulations as stipulated in the Supervisory Orientation Training session. Division of Adult Correction – Prisons will be the sole party responsible for issuing disciplinary action against any offender employed by Madison County Government Office. Any misconduct will be reported immediately to the prison facility superintendent. Either party with a 30-day written notice may terminate the contract at any time.

#### VIII. PREA

The Department of Public Safety has zero-tolerance for behavior with an offender that is unduly familiar or sexually abusive. Departmental staff, correctional agents, agency vendors and volunteers are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with offenders. Conversation and conduct with offenders is to be professional at all times. Sexual acts between an offender and departmental staff, correctional agents, agency vendors and volunteers violates the federal Prison Rape Elimination Act of 2003 (PREA) and is punishable as a Class E felony in North Carolina. Under North Carolina and federal law, offenders CAN NOT consent to engage in sexual activity with departmental staff, correctional agents, agency vendors and volunteers, and all such activity shall legally be considered "against the will of the offender," even if the offender claims there was consent. Additionally, it is a criminal offense for any person to sell or give any inmate any intoxicating drink, barbiturate or stimulant drug, or any narcotic, poison or poisonous substance, except upon the prescription of a physician, or to convey to or from an inmate any letters or oral messages or any instrument or weapon by which to effect an escape, or that will aid in an assault or insurrection, or to trade with an inmate for clothing or stolen goods or to sell an inmate any article forbidden by prison rules.

As a valued Correctional Agent of the Division of Adult Correction – Prisons, it is important to remember that any knowledge of or a report of any incidents of unduly familiar and sexual abuse involving a labor contract offender, you have a duty to report this information immediately to your contact person at the facility of housing for the offender and/or to the Prisons office in the Division of Adult Correction. You may also report the information to the Office of PREA Administration at <a href="mailto:prea@dps.gov">prea@dps.gov</a>. By signing this contract you acknowledge that you understand and will abide by this policy as outlined above.

## THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY

STATE OF NORTH CAROLINA

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the day of day of designated as Lessor, and the STATE OF NORTH CAROLINA, hereinafter designated as Lessee;

#### WITNESSETH:

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1<sup>st</sup> day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18<sup>th</sup> day of January, 2017; and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the County of Madison, North Carolina, more particularly described as follows:

Being +/- 1,762 net square feet of office space located at 15 Bridge Street, Marshall, Madison County, North Carolina.

#### DEPARTMENT OF PUBLIC SAFETY (Probation and Parole)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

- 1. The term of this lease shall be for a period of three (3) years commencing on the 1<sup>st</sup> day of October, 2021 or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the 30<sup>th</sup> day of September, 2024.
- 2. The Lessee shall pay to the Lessor as rental for said premises the sum of \$1.00 Dollars per term to be payable within five (5) days from receipt of invoice in triplicate.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least 15 days prior to the due date.

- 3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.
  - A Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
  - B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.
  - C. All utilities except telephone.
  - D. Parking as available.
  - E. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.
- 4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.
- 5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.
- 6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.
- 7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty

without fault of the Lessee, so as to render the premises untenantable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving 15 days written notice to the Lessor.

- 8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.
- 9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.
- 10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.
- 11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.
- 12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than 60 days written notice to terminate the tenancy.
- 13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.
- 14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at P O Box 579, Marshall, North Carolina 28753 and the Lessee at 4227 Mail Service Center, Raleigh, North Carolina 27603-4227. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.
- 15. "N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any

response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

[Remainder of page intentionally left blank; signatures on following pages]

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

By:

rd

(SEAL)

Joanne Rowland, Director DPS Purchasing and Logistics

LESSOR:

\_(SEAL)

The County of Madison Norris Gentry, Interim Director

ATTEST:

Secretary (CORPORATE SEAL)

# STATE OF NORTH CAROLINA COUNTY OF Madison

COUNTY OF 1/90150m
I, Kary A Ledford, a Notary Public in and for the
County and State aforesaid, do hereby certify that Norris Gentry, personally came
before me this day and acknowledged that s/he is the Interim Director, and that by
authority and given as an act of Madison County and acknowledged the due execution
of the foregoing instrument in its name.
WITNESS my hand and Notarial Seal, this the 8 day of
June ,2021.
Hay Marco D. 1
Notary Public
My Commission Expires:
STATE OF NORTH CAROLINA
COUNTY OF Ophnston
I, Wanda B. Hicks, a Notary Public in and for the County of Johnston and State
aforesaid, do hereby certify that Joanne Rowland, personally appeared before me this
date and acknowledged the due execution by her of the foregoing instrument as Director
of Purchasing and Logistics of the Department of Public Safety of the State of North
Carolina, for the purposes therein expressed.
WITNESS my hand and Notarial Seal, this the 24th day of
<u>June</u> , 2021.
Wanda B Hicks NOTARY PUBLIC
Solution County, NC Solution County, NC Notary Public

My commission expires August 19, 2024



#### Attachment 12.

# Madison County Administration

PO Box 579 Marshall, NC 28753 (828) 549-2854 www.madisoncountync.org

To: Board of Commissioners

From: Interim County Manager

Date: June 8, 2021

Re: FY 2021-2022 Proposed Budget

The proposed General Fund budget for Fiscal Year 2021-2022 of \$28,533,909 provides adequate funding for the ongoing operations of County government. This amount includes funds for critical deferred renovation projects and equipment purchases while maintaining the current health insurance plan for employees and implementation of county wide pay plan.

#### **Property Taxes**

The budget represents no increases in the property tax rate at \$.50 per \$100 in valuation. Based on a 95% property tax collection rate, current property tax revenues are expected to be \$11,871,720. The projected revenue from property taxes owed from prior years is an increase of \$29,000 to \$435,000. The county will continue efforts to pursue delinquent taxes from prior years, including initiating foreclosure proceedings when other options have been exhausted.

Also due to successful collection of past due accounts, the revenue budgeted from Property Tax Interest is reduced by \$1,000 to total \$145,000. As accounts that were several years past due with significant accrued interest have been collected, this revenue projection is being reduced.

The projection for revenue from the vehicle tax is increased by \$120,163, to a total \$1,000,000 for FY 2021-2022. The vehicle tax collection rate continues to exceed 99%, as it has since the state implemented the Tag and Tax Together program which blocks vehicle registrations if taxes are not paid.

There is no change to the Availability Fee for the Enterprise Fund.

The budget appropriates \$751,703 from Fund Balance to carry forward funds for restricted purposes, and carry forward various grants for which the county received funds in previous years but the money has not been spent. In all of these cases, the use of fund balance is to cover expenses projected for FY 2021-2022 for which restricted revenues were received in previous years. The budget appropriates no money from the amount of fund balance that is unrestricted and available for appropriation.

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#### **Expenditure Highlights**

The proposed budget continues to seek maximum cost effectiveness on non-essential items. It provides realistic funding for items such as utilities, fuel, supplies, and essential travel and training. In addition to adequately funding the current level of service being provided by County departments, the proposed budget allocates funding for essential construction and equipment needs. Finally, the budget sets aside \$85,000 for Contingency to cover any unanticipated expenses that arise during the fiscal year.

#### **Public Schools Funding**

The proposed budget reflects no increase from last year for the appropriations of Madison County Public Schools or A-B Tech.

#### Capital Projects and Purchases

The budget allocates \$339,198 for building renovations and vehicle purchases. This includes \$66,198 for the purchase of two patrol vehicles for the Sheriff's Office, a vehicle for each Animal Control and the Maintenance Department totaling \$90,000, \$33,000 for routine facilities maintenance on all county property, and \$150,000 for Capital Outlay.

#### Other Expense Highlights

\$85,000 is set aside to prepare for the 2028 property tax revaluation. The County is required to save for the eight year revaluation in order to have the money on hand to pay for it when it begins. It is anticipated that budgeting \$85,000 to \$100,000 each year toward this fund between now and 2027 will adequately fund that year's revaluation.

The budget continues \$100,000 for grant matching related to economic development/education.

\$30,000 is provided for the second year of Madison County's Drug Treatment Court. The service is provided through a contract with the nonprofit Restorative Justice Center, and is funded equally by Madison, Yancey, and Mitchell counties.

There is no change in the compensation for members of the Board of Commissioners.

The continuation of the contract for Emergency Medical Services contains no cost increase.

The Board of Commissioners unanimously approved the acceptance of the American Rescue Plan Act and as the result of good management practices during 2020-2021 and a sound budget for 2021-2022, none of these federal funds are needed to balance the budget. Therefore these funds could be available for Economic Development, Water and Sewer, and Broadband beginning in the 2021-2022 Fiscal Year. These funds are not reflected in this budget as presented as required by Statute.

#### Nonprofit Appropriations

- \$1,000 for each community club (total of eight clubs)
- \$2,400 to cover expenses for association meetings for Madison County's community organizations, held at Cooperative Extension
- \$850 for Special Olympics
- \$2,000 for WNC Communities
- \$15,000 for the Madison County Arts Council
- \$10,000 for the Madison County Fairgrounds
- \$25,000 for My Sister's Place
- \$10,000 for Pisgah Legal Services
- \$10,000 for the Community Housing Coalition

The Budget for Fiscal Year 2021-2022 is straightforward and balanced.

Respectfully,

Norris Gentry, Interim County Manager/Commissioner