

State of North Carolina

County of Madison

Minutes

The Madison County Board of Commissioners met in regular session on Tuesday, December 13, 2022, 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 Matt Wechtel, Vice-Chairman Michael Garrison, Commissioner Bill Briggs, Commissioner Jeremy Hensley, Commissioner Alan Wyatt, Interim County Manager Rod Honeycutt, County Attorney Donny Laws, and Clerk Mandy Bradley.

The meeting was called to order at 7:00 p.m. by Chairman Wechtel and the Pledge of Allegiance and moment of silence were observed.

#### **Agenda Item 1: Agenda Approval**

Commissioner Wechtel requested the following amendments to the agenda:

- Item 15f-To become Item 15g
- Item 15f-Technology Discussion

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to approve the agenda as presented with one (1) revision. (Attachment 1.1)

#### **Agenda Item 2: Approval of November 16, 2022 (Regular) Minutes**

Upon motion by Commissioner Hensley and second by Commissioner Wyatt, the Board voted unanimously to approve.

#### **Agenda Item 3: Public Comment**

Jim Tibbetts spoke regarding the Noise Ordinance.

Marta Bodenhorst spoke regarding the Noise Ordinance.

Tony Ponder spoke regarding County departments and budgeting.

Glennis Ponder spoke regarding the Robert E. Lee Monument.

Joanna Cahill spoke regarding the Noise Ordinance.

Carl Batchelder spoke regarding the public comment policy and meetings.  
(Attachment 3.1)

#### **Agenda Item 4: Karen Gravel, Lord Aeck Sargent; Members of Courthouse Committee**

Ms. Gravel presented a power point presentation regarding recommendations from the Courthouse Committee. She was joined by Clerk of Court Mark Cody and former Judge Jim Baker who each addressed members of the Board regarding proposed renovations to the courthouse as provided by S.L. 2021-180 courthouse grant funding in the amount of \$3,800,000.00.

Information discussed included findings and recommendations of the Committee, previous work done to the facility, condition assessment, program study and standards, test fits, interviews done in preparation of the assessment, space needs, future preservation of the building, and history of the courthouse as well as recommendations from the Committee including that the County build a new courthouse within five (5) years and consider the work of the courthouse committee as complete as well as establish a Courthouse Building Advisory Committee to design and find financing for a new courthouse with the current courthouse being used in some fashion in the future, but not as a courthouse while using the \$3,800,000.00 grant to fund only the absolute necessary renovations to get through until a new courthouse is built.

Discussion was had by the Board regarding recommendations made to the Board by the Committee as well as future tasks to be assigned to the Committee.

Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt with further discussion being had by the Board, the Board voted unanimously to direct the County Manager's Office to create a plan with scheduled benchmark stages and specific steps for the design, funding, construction, and occupancy of a new courthouse within five (5) years as recommended

by the courthouse work group and that we authorize the Interim County Manager to seek, meet with, and coordinate with any persons and professional service organizations that he deems necessary for the fulfillment of this Board's mandate.

Upon motion by Vice Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to task the current courthouse committee with determining the immediate triage renovation needs of safety and the utility of the current courthouse necessary to continue to conduct our routine clerk and court functions while the County pursues a new courthouse facility and then to bring those recommendations back to this Board for consideration of expenditure of some of the \$3,800,000.00 in state fund grant money to address these immediate needs. (Attachment 4.1)

#### **Agenda Item 5: Caleb Dispenza, Emergency Services Director**

##### **a. Emergency Management Communication Towers and Equipment Improvement Plan Update**

Chairman Wechtel recognized Mr. Dispenza regarding his recent recognition from Land of Sky for excellent work in Emergency Management.

Mr. Dispenza presented a power point presentation and discussed an update regarding emergency communication towers and the equipment improvement plan. Information discussed included the current simulcast system project; subscriber radio system, funding, and procurement; and emergency operation center dispatch system improvement project at the 911 call center.

##### **b. 2023 Public Safety Answering Points Award**

Information regarding the 2023 PSAP Grant award from the 911 Board in the amount of \$224,147.61 was discussed by Mr. Dispenza who also answered questions from members of the Board regarding funding as well as current and proposed systems. He noted that the grant would be used to replace current dispatch consoles with four Motorola MCC 7500E Dispatch Consoles.

Additional information discussed by Mr. Dispenza included the \$467,637.94 cost of the consoles and he noted that with funding from the grant award and the County's existing 911 fund balance, the entire equipment cost will be covered without any County General Fund expenditure requests.

The cost for maintenance of the consoles and direct fiber link to the highway patrol viper core were also noted as being \$42,000.00 per year with \$28,000.00 being obligated by the County and the remainder being accounted for from 911 funds. Mr. Dispenza also discussed that no additional general fund requests would be required for the maintenance during the current or upcoming fiscal years, but that there would be a request for funding beginning in FY 2024-2025. He also noted that due to a nine (9) month lead time, the \$2,000.00 installation fee along with the \$12,540.00 annual connection fee would begin FY 2023-2024.

Upon counsel by Attorney Laws and further discussion by the Board with motion being received by Commissioner Wyatt and second by Commissioner Hensley, the Board voted unanimously to approve the NC 911 2023 grant agreement.

Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to approve the fiber link. (Attachment 5.2)

#### **Agenda Item 6: Public Hearing-Madison County Transportation Authority Grant Funding**

##### **a. Presentation-Daniel Metcalf, Transportation and Operations Director**

Mr. Metcalf presented Transportation Authority Grant funding awards and answered questions from members of the Board while noting that the funding includes the following:

- 5311 Admin in the amount of 134,572.00
- 5311 Capital in the amount of \$69,560.00
- 5310 Rural Enhanced Mobility in the amount of \$65,585.00

Information discussed by Mr. Metcalf included state, federal, and local grant funding matches; items funded in the grants including propane conversions for transportation van; and funding to serve the Marshall area to provide rides for seniors and those with disabilities.

##### **b. Public Comment**

Chairman Wechtel called for public comment noting that none had previously been received.

A member of the audience addressed the Board regarding how electric vehicle charging stations are set up with discussion being had.

**c. Discussion**

Further discussion was had by the Board and Mr. Metcalf regarding specific components of the grants including propane conversions, transportation needs, and funding amounts.

Motion was received by Vice-Chairman Garrison to table the 5311 Capital Grant until the January meeting with the understanding that the Director is going to bring us additional information regarding those vehicles and data that supports them. Further discussion was had by the Board and Mr. Metcalf regarding the deadline for grant submission and Vice-Chairman Garrison requested that his motion be rescinded.

**d. Resolution Consideration**

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley with clarification by Chairman Wechtel that the motion is for the 5311 Administrative Grant, the Board voted unanimously to approve and seek out the Administrative Grant of \$134,572.00 with the understanding that the County has a fifteen percent match of \$20,185.00.

Discussion was had by the Board and Mr. Metcalf with counsel being provided by Attorney Laws regarding the 5311 Capital Grant and components included. Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to proceed with pursuing the grant.

Discussion was had by the Board regarding the 5310 Rural Enhancement Mobility of Seniors and Individuals with Disabilities for expansion of services in Marshall. Upon motion by Commissioner Hensley and second by Commissioner Wyatt, the Board voted unanimously to approve. (Attachment 6.4)

**Agenda Item 7: Daniel Metcalf, Transportation and Operations Director**

Mr. Metcalf presented the Modivcare Transportation Solutions Provider Agreement Addendum for consideration of the Board and noted that the Modivcare agreement was previously approved by the Board and that an addendum has been requested by Modivcare allowing that that paper billing no longer be submitted for reimbursements.

Counsel was provided by Attorney Laws and discussion was had by the Board. Upon motion by Commissioner Wyatt and second by Vice-Chairman Garrison, the Board voted unanimously to authorize the Chairman to sign the agreement. (Attachment 7.1)

**Agenda Item 8: Brad Guth, Development Services Director**

**a. Site Development Evaluation and Recommendation**

Mr. Guth presented and discussed the proposal on behalf of the Economic Development Board for engineering and site development work for Site 8 as well as answered questions from members of the Board. He noted that the site was included on a previous site development assessment performed by Sanford Holshouser and that a concept plan has been performed for the site which is positioned on a piece of County owned property located on Long Branch Road in Marshall.

Mr. Guth was joined by Economic Development Board member Forrest Gilliam who discussed the work of the Economic Development Board to prioritize and identify sites for marketing.

Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to authorize the Economic Development Board to pursue additional in-depth site planning and site development with logistics and also potential site development funding opportunities for the Long Branch property identified as Site 8.

**b. Commercial Assembly Moratorium Discussion**

Mr. Guth discussed information as well as answered questions from members of the Board regarding the Commercial Assembly Moratorium. Information included proposed updates to the Land Use and Noise Ordinances that are currently underway to address assembly uses in the County, additional time requested to complete proposed amendments, and timeline for the presentation to request consideration of the extension of the current moratorium on assembly related development by the Board.

Discussion was had by the Board with counsel provided by Attorney Laws regarding the meeting date and logistics with Chairman Wechtel noting that the meeting will be held on December 28, 2022, at 6:00 p.m. at the Cooperative Extension Office.

**c. Proposed Amendments to County Noise Ordinance**

Mr. Guth discussed proposed amendments to the County Noise Ordinance. He noted that a sound consultant would be consulted for aspects of the Ordinance including decibel levels and discussed the timeline for consideration of implementation. Discussion was had by the Board regarding the draft of the Ordinance and work in process to complete recommendations for proposed amendments.

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

Ms. Cody presented and discussed the 2022 Child Family Prevention Teams Annual Report and information regarding the Health Department's budget with the Board as well as answered questions from Board members.

Information from the report including child fatalities, strategies to improve outcomes, team members and accomplishments, and checks and balances in place for notifications were discussed with the Board by Ms. Cody.

**Agenda Item 10: Ross Young, Grants Manager**

Mr. Young presented and discussed the Local Assistance and Tribal Consistency Grant Fund Ordinance for consideration of the Board as well as answered questions from Board members. Information discussed by Mr. Young included funding that the County will receive in the amount of \$346,980.04 from the grant fund as a part of the American Rescue Plan Act.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to go forward with the grant project ordinance for establishment of the Local Assistance and Tribal Consistency Fund.

Matthew Wilson, County Intern with the North Carolina Association of County Commissioners addressed the Board regarding the assistance that he would be offering to the County with grant funding currently being received. (Attachment 10.1)

**Agenda Item 11: Brooke Ledford, Human Resources Director**

Ms. Ledford presented and discussed the proposal for the comprehensive classification and pay study for consideration of the Board as well as answered questions from members of the Board. Information discussed included components of the study such as cost and employee classifications as well as development of strategic initiatives.

Discussion was had by the Board and Ms. Ledford with counsel provided by Attorney Laws. Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley with further discussion by the Board, the Board voted unanimously to enter into the contractual agreement with the Maps Group to conduct a comprehensive classification and pay study. (Attachment 11.1)

**Agenda Item 12: Kary Ledford, Finance Officer**

**a. Budget Amendment #6**

Ms. Ledford presented and discussed Budget Amendment #6 with the Board as well as answered questions from members of the Board.

Upon motion by Commissioner Wyatt and second by Chairman Wechtel, the Board voted unanimously to approve. (Attachment 12.1)

**b. Financial Report**

Ms. Ledford presented and discussed the financial report for the month of November with the Board and answered questions from members of the Board. (Attachment 12.2)

**c. Grant Project Ordinance FY 2023 911 Grant Program**

The FY 2023 911 Grant Project Ordinance was presented and discussed with the Board by Ms. Ledford.

Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to approve. (Attachment 12.3)



### **Agenda Item 13: Diana Norton, Tax Administrator**

#### **a. Tax Refunds and Releases**

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

Upon motion by Commissioner Briggs and second by Commissioner Hensley, the Board voted unanimously to approve the tax refunds and releases as presented by the Tax Administrator. (Attachment 13.1)

#### **b. Kania Law Firm Tax Foreclosure Update**

Ms. Norton noted that there is no report from Kania at this time pending a year end update from the firm, but noted that there are sixty (60) properties in foreclosure at this time. Discussion was had by the Board and Ms. Norton.

### **Agenda Item 14: Donny Laws, County Attorney**

Attorney Laws discussed County boards and their functions in relation to the Board of Commissioners. Information discussed included boards currently in operation in the County, functions, and oversight of each with Attorney Laws noting that the Board of Education, Board of Health, Social Services Board, and Board of Elections are boards of the County of which no oversight or governance are provided by the Board of Commissioners.

Additional information discussed included operations and composition of the boards, budgetary and funding obligations on behalf of the County, seats available for appointment by the Board of Commissioners, governance of employees, and actions to take in the event that concerns are received.

### **Agenda Item 15: Rod Honeycutt, Interim County Manager**

#### **a. County Manager's Update**

Chairman Wechtel provided an introduction of Mr. Honeycutt.

Mr. Honeycutt addressed the Board and noted that he has been meeting with department heads and that meeting completion is expected in the coming weeks.

#### **b. Public Comment Policy**

Mr. Honeycutt presented the amended Board of Commissioners public comment policy for consideration of the Board. Discussion was had by the Board with counsel being provided by Attorney Laws who noted that changes could be considered to the draft of the amended policy.

Vice-Chairman Garrison discussed concerns regarding the following components of the policy:

- Item 1d-allowance for the speaker to yield their time to another speaker
- Item 2b-the wording of "shall," would like to change to "may"
- Item 2e-allowance for the speaker to yield their time to another speaker during public hearing comment

Discussion was had by the Board and counsel was provided by Attorney Laws who noted that changes could be considered to the draft of the amended policy and if the Board so chose, they could adjust by deleting the two paragraphs, change "shall" to "may," and adopt the policy as modified.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to accept the policy with the aforementioned revisions. (Attachment 15.2)

#### **c. Property Lease Consideration-Mosaic Management Consulting, Inc.**

The property lease agreement in consideration of property located at 13 South Main Street in Marshall was presented and discussed with the Board by Mr. Honeycutt who noted that the agreement is a modified version of a lease for the property that was previously approved by the Board for use by offices of the court including the district attorney, but then not renewed at the renewal period.

Discussion was had by the Board with counsel provided by Attorney Laws regarding the original lease agreement which allowed a lease option during the review of the Courthouse Committee with the option not being exercised at that time facilitating the newly proposed lease agreement.

Further discussion was had regarding the monthly amount of the contract, reduction of space contained in the contract, execution of the contract prior to approval by the Board, and the necessity for a recommendation from the Courthouse Committee as well as funds availability along with a request from the District Attorney for use of the space. Mr. Honeycutt noted that he would meet with the property owner to develop the agreement in advance of the January meeting.

**d. County Owned Surplus Property**

Mr. Honeycutt presented two new bids in consideration of County owned surplus property for parcel identification number 8890-06-0525.

Upon motion by Commissioner Garrison and second by Commissioner Wyatt, the Board voted unanimously to reject both of those offers.

**e. County Board Appointments**

Current vacancies for County appointed boards were discussed by the Board with an update being provided regarding recommendations from the Economic Development Board.

Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously that Bruce Murray be reappointed to the Economic Development Board.

Upon motion by Vice-Chairman Garrison and second by Chairman Wechtel, the Board voted unanimously that Ryan Cody be reappointed to the Economic Development Board.

Upon motion by Commissioner Wyatt and second by Commissioner Hensley with discussion being had by the Board, the Board voted unanimously to appoint Scott Haynie to the Economic Development Board.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to appoint Jennifer Blankenship and Sarah Holder as recommended by the Juvenile Crime Prevention Council.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to reappoint Jonathan Wallin, Eric Allen, Mac Boone, and Mark Snelson to the Parks and Recreation Advisory Board.

Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to appoint Mitch Hampton to the Parks and Recreation Advisory Board.

Discussion was had by the Board regarding the Watershed Review Board. Upon motion by Vice-Chairman Garrison and second by Chairman Wechtel, the Board voted unanimously to table until January.

Discussion was had by the Board regarding appointments to the Parks and Recreation Board with counsel being provided by Attorney Laws. Upon motion by Commissioner Briggs and second by Commissioner Wyatt, the Board voted unanimously to back up and table appointments.

Discussion was had by the Board regarding vacancies to the Land of Sky Board of Delegates. Upon motion by Chairman Wechtel and second by Commissioner Wyatt, the Board voted unanimously to appoint any Board of Commissioner member or the Zoning Director, once hired.

Discussion was had by the Board regarding the French Broad River Metropolitan Planning Organization with Chairman Wechtel noting that he would continue to serve on that Board. Upon motion by Vice-Chairman Garrison and second by Commissioner Briggs, the Board voted unanimously to approve.

Discussion was had by the Board regarding the alternate seat of the French Broad River Metropolitan Planning Organization. Upon motion by Vice-Chairman Garrison and second by Commissioner Briggs, the Board voted unanimously that Commissioner Wyatt be appointed as the alternate to the Land of Sky French Broad River Metropolitan Planning Organization.

Discussion was had by the Board regarding the Land of Sky Rural Planning Organization with Chairman Wechtel noting he is currently the Chair. Upon motion by Commissioner Briggs and second by Commissioner Hensley, the Board voted unanimously to approve the nomination of Chairman Wechtel.

Discussion was had by the Board regarding the Vaya Health County Commissioner Advisory Board. Upon motion by Commissioner Hensley and second by Commissioner Wyatt, the Board voted unanimously to approve the nomination of Vice-Chairman Garrison.

Discussion was had by the Board regarding the alternate seat of the Vaya Health County Commissioner Advisory Board. Upon motion by Chairman Wechtel and second by Commissioner Hensley, the Board voted unanimously to table and task the Colonel with reaching out to the Sheriff's Department and/or the Health Department to see if they have someone there and see if we can encourage individuals to apply for that spot.

**f. Technology Discussion**

Chairman Wechtel discussed technology needs for the Board of Commissioners. IT Director Jaime Lunsford discussed options available and information regarding the budget for the equipment was discussed by Mr. Lunsford and Finance Officer Kary Ledford. Further discussion was had by the Board regarding the necessity of technology needs.

**g. Personnel**

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to enter into closed session for personnel and attorney-client privilege pursuant to N.C.G.S. 143-318.11 (a)(6) and N.C.G.S. 143-318.11 (a)(3) at 10:59 p.m.

Upon motion by Commissioner Wyatt and second by Commissioner Hensley, the Board voted unanimously to return to open session at 11:39 p.m.

Human Resources Director Brooke Ledford presented on behalf of the Emergency Operations Department, the request to hire McKenzie Hensley as a 911 Telecommunicator. Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to approve.

**Agenda Item 14: Adjournment**

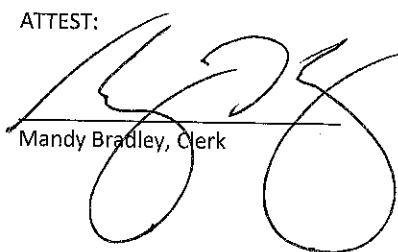
Upon motion by Commissioner Wyatt and second by Commissioner Hensley, the Board voted unanimously to adjourn at 11:40 p.m.

This the 13th day of December 2022.

MADISON COUNTY

  
Matt Wechtel, Chairman  
Board of Commissioners

ATTEST:

  
Mandy Bradley, Clerk

Madison County Board of Commissioners  
Agenda  
December 13, 2022

Attachment **11**

7:00 P.M.

Meeting Called To Order  
Pledge of Allegiance  
Moment of Silence

1. Agenda Approval
2. Approval of November 16, 2022 (Regular) Meeting Minutes
3. Public Comment
4. Karen Gravel, Lord Aeck Sargent; Members of Courthouse Committee  
Courthouse Committee Renovation Presentation and Recommendation
5. Caleb Dispenza, Emergency Services Director
  - a. Emergency Management Communication Towers and Equipment Improvement Plan Update
  - b. 2023 Public Safety Answering Points Award
6. Public Hearing Madison County Transportation Authority Grant Funding
  - a. Presentation-Daniel Metcalf, Transportation and Operations Director
  - b. Public Comment
  - c. Discussion
  - d. Resolution Consideration
7. Daniel Metcalf, Transportation and Operations Director  
Modivcare Transportation Solutions Provider Agreement Addendum
8. Brad Guth, Development Services Director
  - a. Site Development Evaluation and Recommendation
  - b. Commercial Assembly Moratorium Discussion
  - c. Proposed Amendments to County Noise Ordinance
9. Tammy Cody, Health Director  
2022 Child Family Prevention Teams Annual Report
10. Ross Young, Grants Manager  
Local Assistance and Tribal Assistance Fund Grant Project Ordinance
11. Brooke Ledford, Human Resources Director  
Comprehensive Classification and Pay Study
12. Kary Ledford, Finance Officer
  - a. Budget Amendment #6
  - b. Financial Report
  - c. Grant Project Ordinance FY 2023 911 Grant Program
13. Diana Norton, Tax Administrator
  - a. Tax Refunds and Releases
  - b. Kania Law Firm Tax Foreclosure Update
14. Donny Laws, County Attorney  
County Boards
15. Rod Honeycutt, Interim County Manager
  - a. County Manager's Update
  - b. Public Comment Policy
  - c. Property Lease Consideration-Mosaic Management Consulting, Inc.
  - d. County Owned Surplus Property
  - e. County Board Appointments
  - f. Technology Discussion
  - g. Personnel
16. Adjournment



Attachment 3.1  
**Madison County Commissioners Meeting**  
**Public Comment**

December 13, 2022  
7:00pm

North Carolina Cooperative Extension-Madison County Center

3 Minute Time Limit

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

	Name	Signature
1.	Jim Tibbets	
2.	Harta Bodenhorst	
3.	Tony Payler	
4.	Glenn Ponder	
5.	Joanna Cahill	
6.	CARL BATCHELDER	
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		





**Madison County Courthouse**

December 13, 2022

LORD AECK SARGENT





REVISED CONDITION ASSESSMENT  
HISTORIC MATERIALS & CODE ISSUES

TEST FITS OF POTENTIAL REUSE SCENARIOS

CURRENT AND FUTURE NEEDS OF THE COURT SYSTEM  
ON SITE INTERVIEWS & STATE COURT DATA

CAN THE EXISTING  
COURTHOUSE MEET  
THE NEEDS OF THE  
COURT IN THE NEXT  
10, 20, 30 YEARS?

NO, NOT ANYMORE.



## **Process**

- **Site Visit/Meeting 1 – June 2022**
  - Gather data.
  - Meet with all stakeholders.
  - Review any neighboring buildings under consideration.
  - Understand current usage.

## **Virtual Intermediate Meeting(s)**

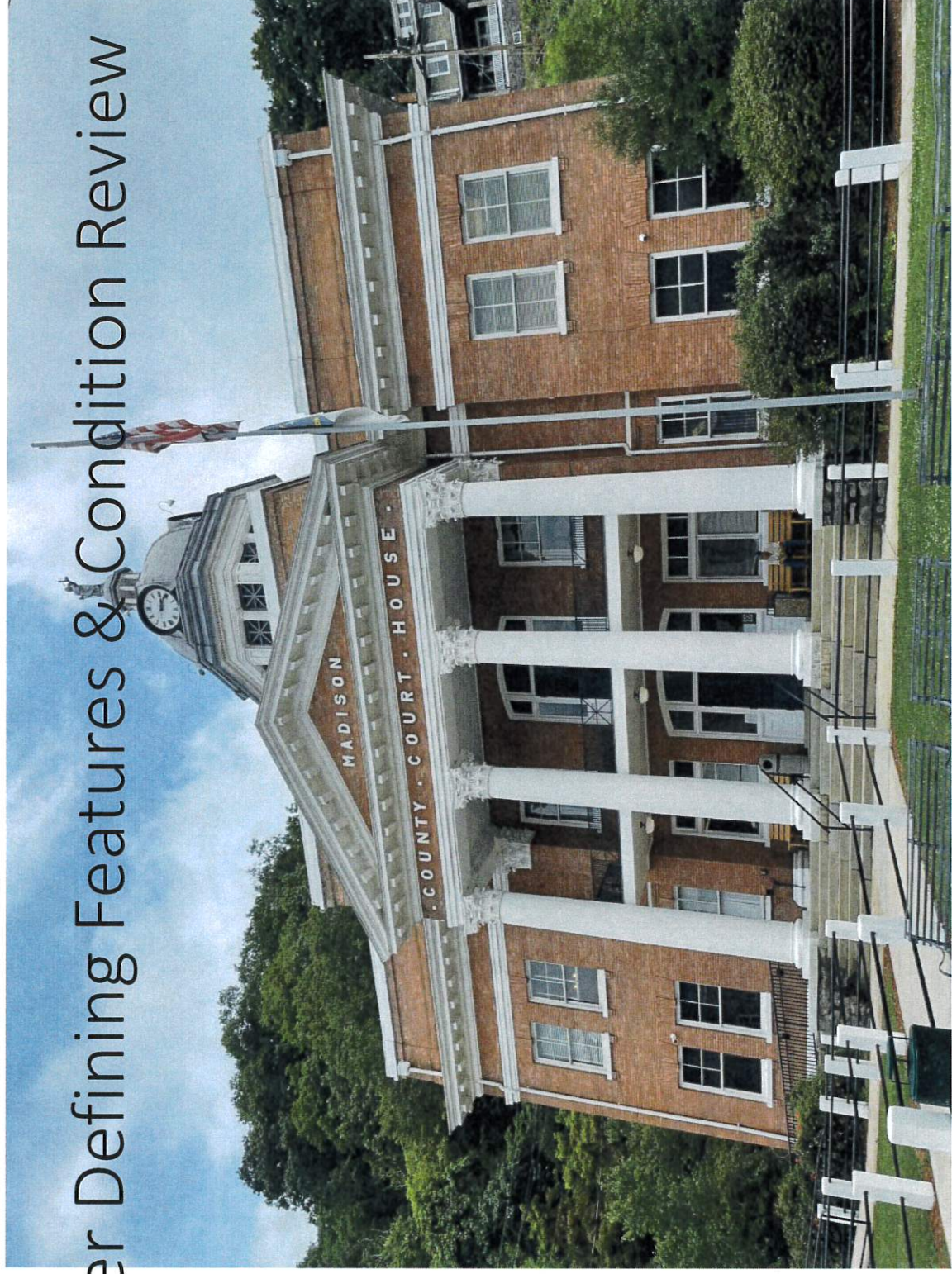
- **Site Visit/Meeting 2 – September 2022**
  - Present Ideas/Options
  - Review costs
  - Finalize options and refine final deliverables
  - Discussion and direction established



# Assessment Report

- Executive Summary
- History – including previous studies
- Character Defining Features
- Condition Assessment Update
- Program Deficiencies and Needs
- Scope of Potential Improvements
- Use and Projection Data
- Appendices

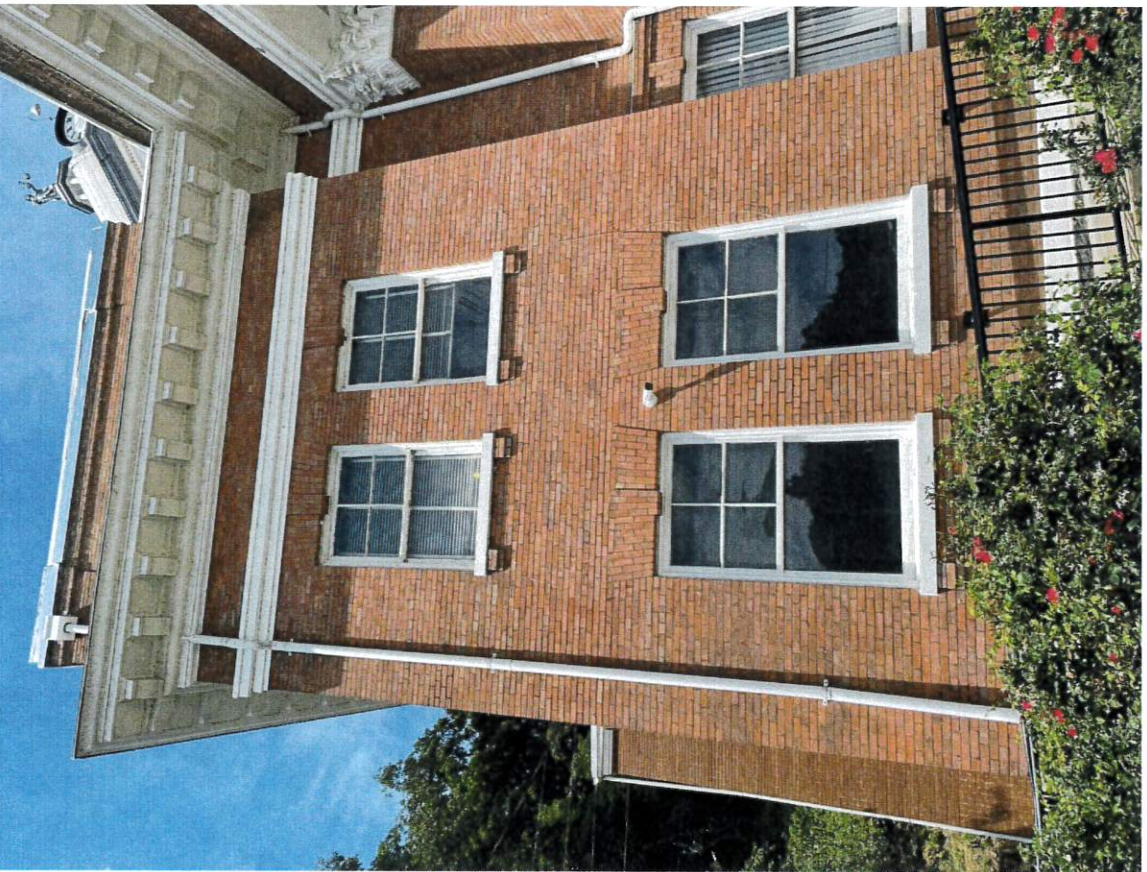
# Character Defining Features & Condition Review



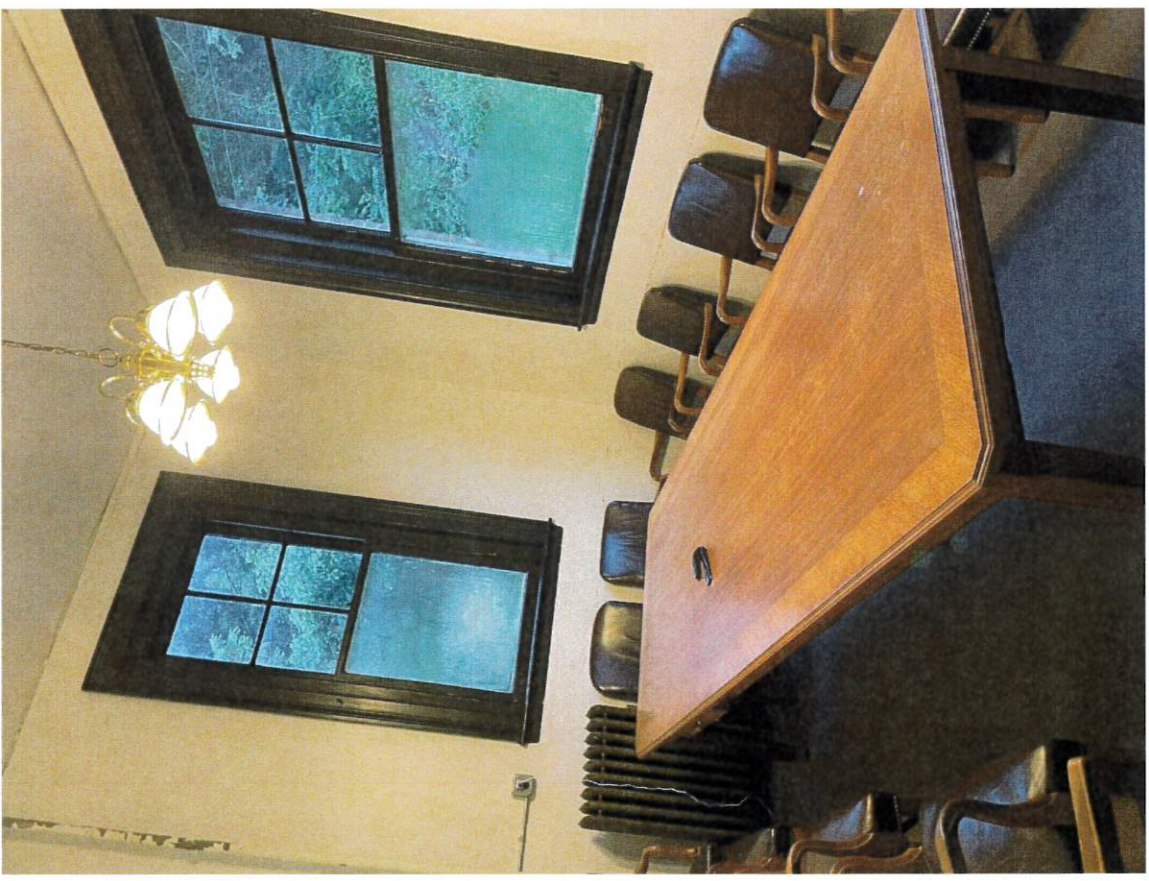




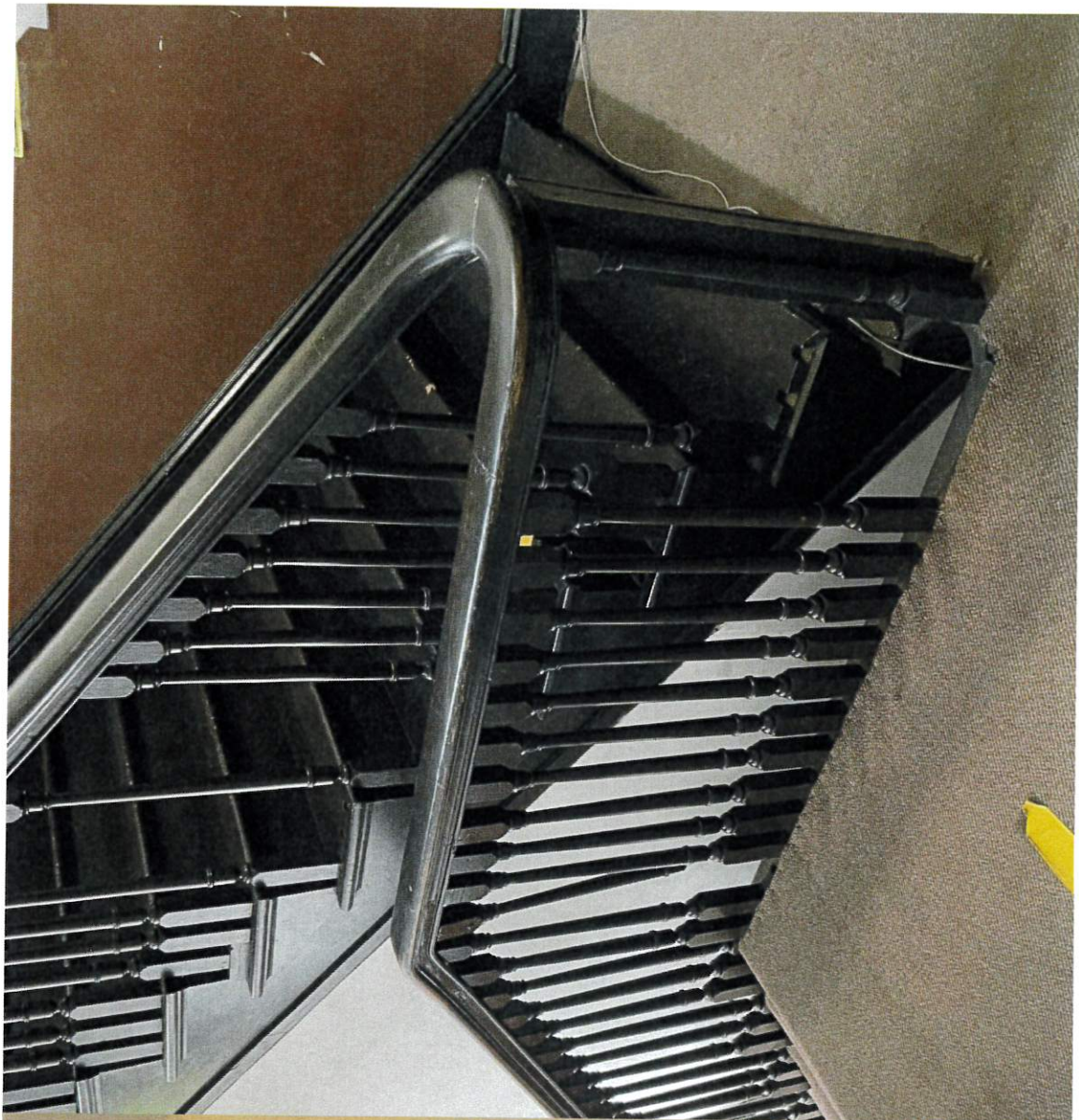


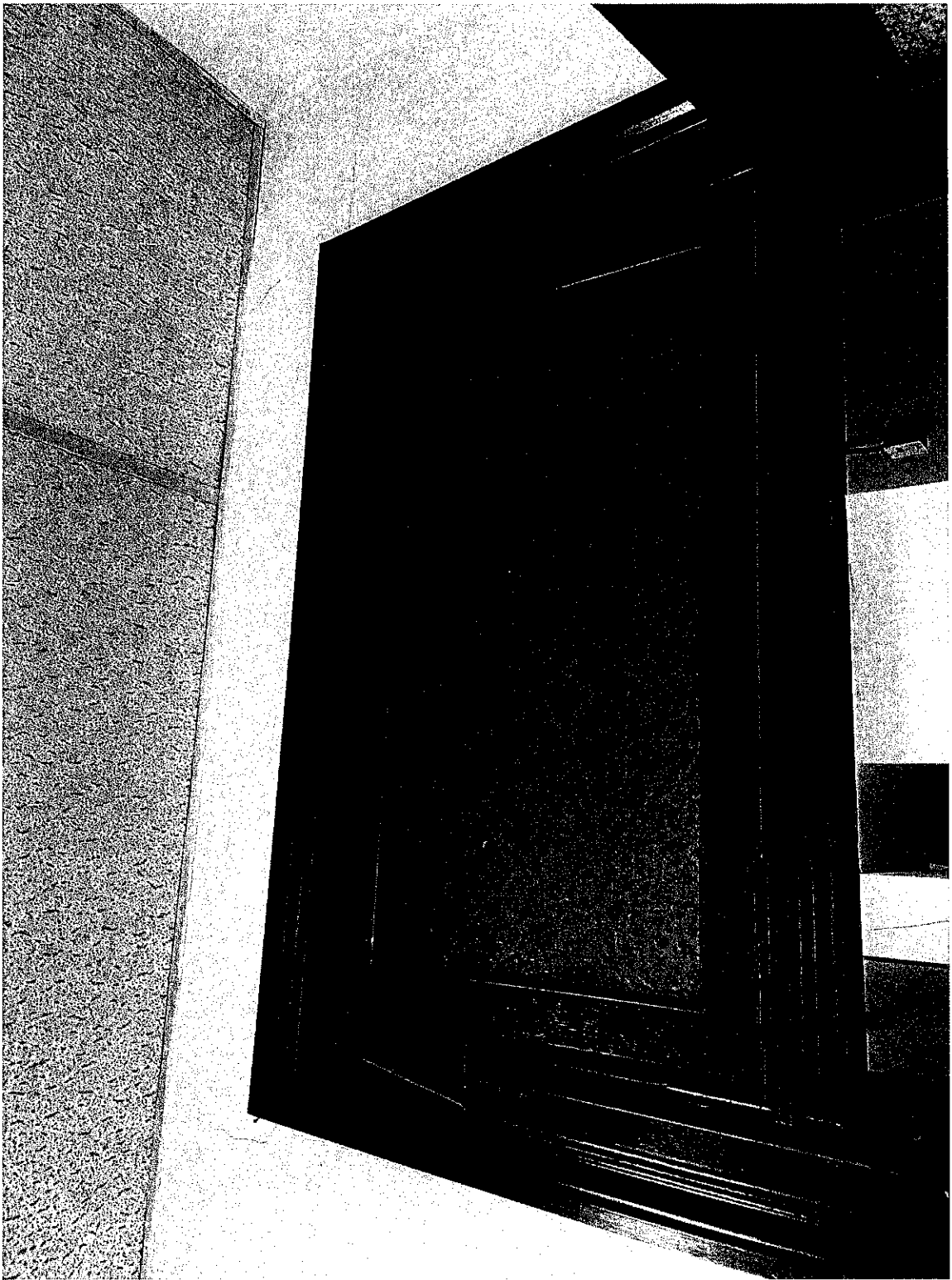








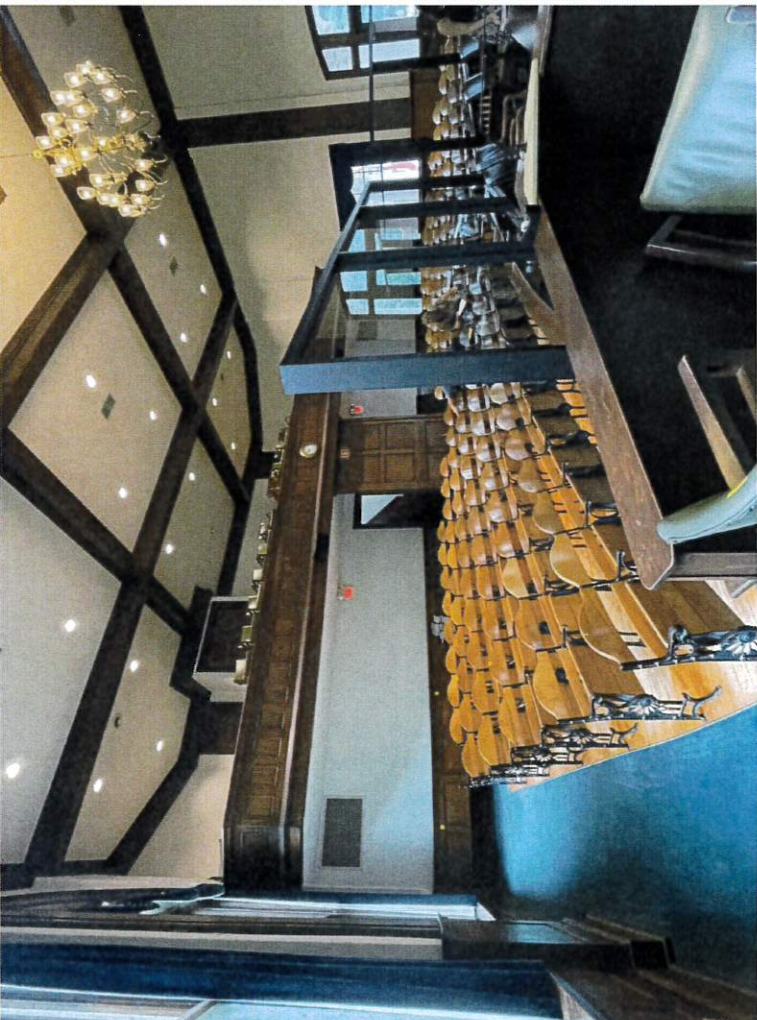




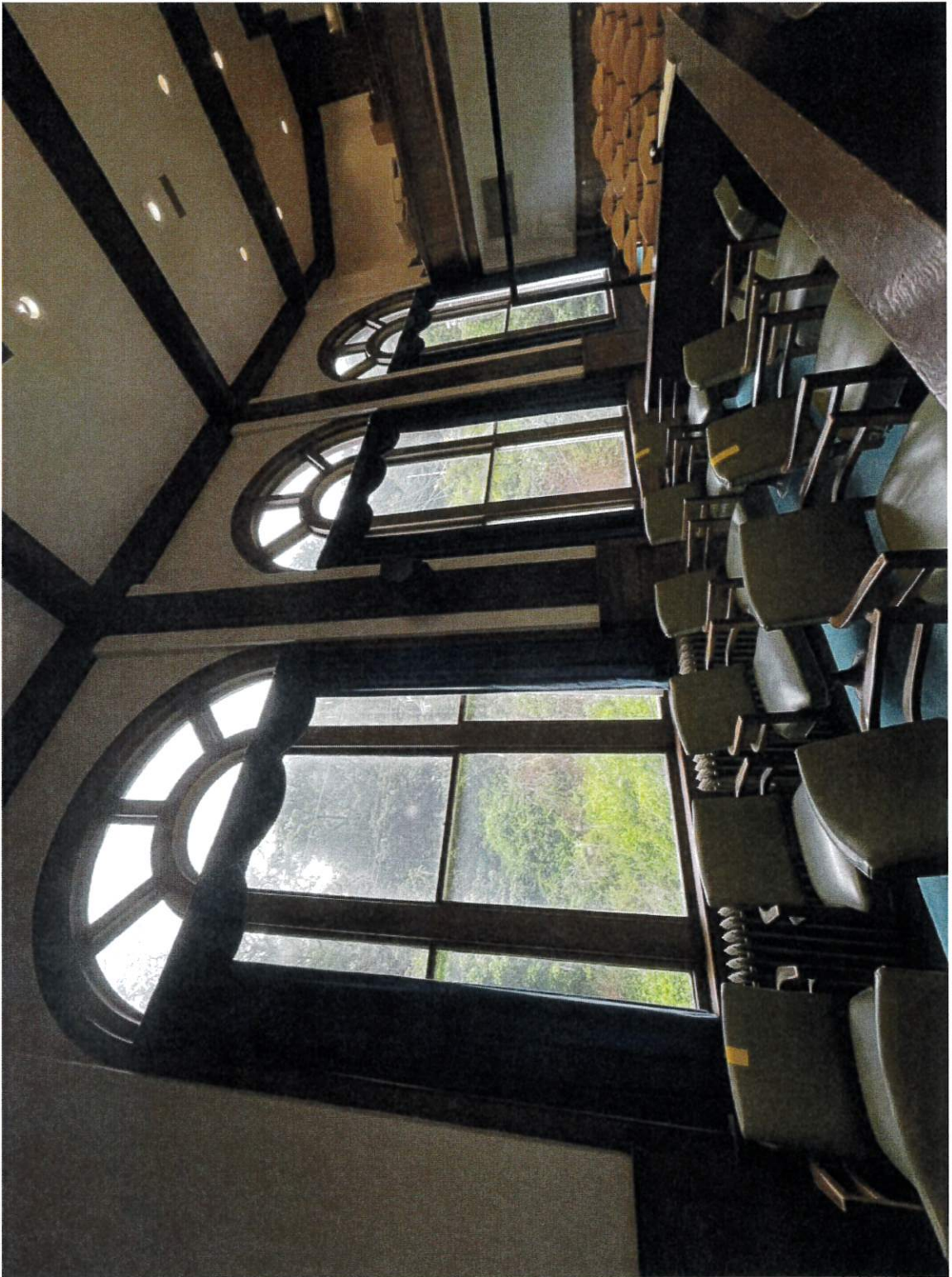












# Building Condition

## Exterior – Fair to Good

- Roof is aging; parapet cap condition poor.
- Exterior masonry experiencing deterioration at mortar joints.
- Windows need to be restored; paint failing
- Cupola seems ok for now.

## Interior – Fair

- Electrical – outdated
- Mechanical – operational and ok for now.
- IT
- Restrooms are inadequate for all users.
- AV/IT in courtroom lacking.
- Mold; waterproofing poor.
- Security is blocking exiting and managed mostly by bailiffs.
- Storage – a lot in the building and depends on a storage strategy.



# Summary Recommendations

## Exterior Scope

- Replace sloped roof – TPO; Replace copings
- Repoint at least 50%
- Waterproof rear of building
- Restore windows
- Restore doors
- Paint cupola

# Summary Recommendations

Interior Scope – The interior of the courthouse **needs to be taken offline and rehabilitated all at once**. It could be phased but from a systems perspective, it needs to happen under one contractor mobilization.

- New restrooms
- Electrical, IT, Security – 100% replacement
- HVAC – 100% replacement
- Finish restoration
- Must provide additional exiting

# Code Recommendations

## Restrooms – code minimum

- Men's – 2 toilets & 2 lavatories
- Women's – 3 toilets & 2 lavatories
- Any holding cells need restroom facilities.
- 2 level water fountain

## Exiting – we must get at least one, if not 2 doors on ground floor.

- Remove restrooms and provide exits at the north and south.



# Programmatic Issues for Court Use

- Safety / Security
  - Security screening
  - Circulation – judges, public, plaintiffs, defendants, attorneys, clerks, etc.. There are too many overlapping paths.
  - Health – Mold; flooding
  - Fire safety egress
  - Outdated wiring
  - Outdated restrooms
- Functionality
  - Size of spaces – General lack of space.
  - Courtroom utilization is at 97%
  - No jury assembly room
  - Storage
  - No holding cells
  - Acoustics are difficult for privacy and hearing
  - Jury box lacks capacity for required 14
  - One courtroom gives no flexibility in multiple court calendars
  - Parking – limited and insufficient

# Architectural Test Fits Studied

Test Fit A - Improvements – Courthouse  
Test Fit B - More Improvements – Courthouse  
Test Fit C – Minimum Improvements – Courthouse  
Old Pharmacy Building – Jury Room & Small Courtroom  
Bank Building – Offices/Storage As Is



# Test Fit A - Courthouse Improvements

## Design Intent

- Provide more egress paths and improve life safety.
- Provide safe screening area.
- Provide code compliant restrooms.
- Add an entrance for bailiff and prisoners.
- Makes a larger room for Jury deliberation.
- Use Old Pharmacy for both Jury Assembly and Small Courtroom.
- Moves District Attorney to Bank Building.

# Test Fit A - Courthouse Improvements

## Pros

- Secure area for screening
- Separate entrance for prisoners
- Egress is improved greatly.
- Restrooms are updated and improved.
- Building is primed for new client in future.
- Bigger room for jury deliberation.

## Cons

- Reduces Clerk's storage.
- Still small juror's room.
- No jury assembly – must rely on next door.
- The District Attorney is not in the building.
- No holding room for prisoner(s)
- **Needs are not met.**



# Test Fit B - More Courthouse Improvements

Design Intent - All improvements previously outlined plus

- **Add holding cells.**
- **Extend the elevator and make a larger room for Jury deliberation on third floor.**

# Test Fit B -More Courthouse Improvements

## Pros

- All previous pros
- **Holding cells included.**

## Cons

- All previous cons
- **It still does not meet the spatial needs of the court system.**



# Test Fit C – Bare Minimum (with Exterior)

## Design Intent

- Hold on in current courthouse until a new facility is ready within 5 years.
- Address exterior scope recommendations.
- Provide a second means of egress.
- Provide code compliant restrooms.
- Address mold.
- Replace carpet and paint.
- Continue ongoing AV improvements.

## Test Fit C – Bare Minimum (with Exterior)

### Pros

- Least money spent now on the existing building.
- Exterior of building is preserved.

### Cons

- No programmatic needs are met.



# Other Buildings

## Bank Building

- 3<sup>rd</sup> Floor - Could make good District Attorney office space with room to grow.  
Concern over security in that location.
- 3<sup>rd</sup> Floor – Could also be good for storage for Clerk's offices.
- 1<sup>st</sup> Floor – Could make good Clerk offices and/or storage.
- The historic spaces should not be altered too much. They have been preserved and have much in the way of character defining features.

## Old Pharmacy

- Works well for Jury Assembly.
  - Could be used as an open space or walled off area.
- Tight for alternate courtroom with no jury and security required.











# Construction Cost Estimates Only

## Various scenarios were priced\*:

Exterior Improvements	\$1,097,831
Test Fit A - Improvements	\$3,063,794
Test Fit B - More Improvements	\$4,310,930
Test Fit C - Bare Necessity Improvements	\$375,600
Old Pharmacy Building	\$449,048

\*Plus soft costs, contingency and development fees

# Programmatic Issues for Court Use

- Safety / Security
  - Security screening
  - Circulation – judges, public, plaintiffs, defendants, attorneys, clerks, etc.. There are too many overlapping paths.
  - Health – Mold; flooding
  - Fire safety egress
  - Outdated wiring
  - Outdated restrooms
- Functionality
  - Size of spaces – General lack of space.
  - Courtroom utilization is at 97%
  - No jury assembly room
  - Storage
  - No holding cells
  - Acoustics are difficult for privacy and hearing
  - Jury box lacks capacity for required 14
  - One courtroom gives no flexibility in multiple court calendars
  - Parking – limited and insufficient

Madison County Courtroom Programmed Use Days/Year

	2022	
	days	weeks
Superior Court	6	7
Civil Superior	1	5
District CR	42	
District CV	33	
District 4d	12	
District Adm	23	
District JUV	24	
District DTC	25	
District DVO	26	

252	261
	97%

**RECOMMENDED UTILIZATION 75-80%**



# Pending Case Load

# Pending Case Load

Total Pending District Court Criminal Cases						
Cases Pending 2-29-20						
	3/31/2021	5/31/2022	6/30/2022	7/31/2022		
Avery	959	1054	690	629	636	
Madison	1348	1760	1202	1098	1147	
Mitchell	670	907	591	574	533	
Watauga	2272	2440	1518	1455	1486	
Yancey	861	965	723	699	723	
Total Pending DWI						
Cases Pending 2-29-20						
	3/31/2021	5/31/2022	6/30/2022	7/31/2022		
Avery	38	61	45	41	43	
Madison	40	48	47	43	43	
Mitchell	33	47	46	42	45	
Watauga	208	156	151	144	148	
Yancey	35	53	36	37	39	
Pending District Court Civil						
Cases Pending 2-29-20						
	3/31/2021	5/31/2022	6/30/2022	7/31/2022		
Avery	79	108	62	67	73	
Madison	110	105	79	77	81	
Mitchell	43	46	55	49	46	
Watauga	174	197	179	193	199	
Yancey	61	60	64	77	68	

Total Pending Felony						
Cases Pending 2-29-20						
	3/31/2021	5/31/2022	6/30/2022	7/31/2022		
Avery	267	332	284	270	255	
Madison	378	456	338	330	303	
Mitchell	241	304	235	239	224	
Watauga	447	443	357	329	320	
Yancey	225	236	186	175	176	
Total Pending District Court Criminal and Infractions						
Cases Pending 2-29-20						
	3/31/2021	5/31/2022	6/30/2022	7/31/2022		
Avery	1130	1188	841	764	773	
Madison	1701	2163	1545	1414	1451	
Mitchell	766	1027	712	702	633	
Watauga	2746	2787	1754	1697	1727	
Yancey	1015	1199	937	896	911	

WATAUGA HAS 3 COURTROOMS

# Additional Projections



## PROJECTED STAFF NEED MADISON COUNTY AND DISTRICTS 24 AND 35 As of July 1, 2022

Prepared by  
Research, Policy, and Planning Division

- 2022 staff need based on workload formula
- 2025, 2030, 2040, and 2050 estimated staff needed presumes filings increase at the rate of projected population increase for county/district
- Actual positions will be based on state budget allocations as determined by the NC General Assembly
- Having a current or projected need for additional staffing does not guarantee actual funding for these positions
- These staffing need figures do not include: judicial support staff, custody mediation staff, Guardian ad Litem program staff, and family court program staff.

Madison County Clerk of Superior Court Staff					
	2022	2025	2030	2040	2050
Positions Needed	7.60	7.76	7.88	8.17	8.46

Madison County Magistrates					
	2022	2025	2030	2040	2050
Positions Needed	3.00	3.06	3.11	3.22	3.34

District 24 Superior Court Judges (Avery, Madison, Mitchell, Madison, Yancey Counties)					
	2022	2025	2030	2040	2050
Positions Needed	0.96	0.97	1.02	1.08	1.13

District 24 District Court Judges (Avery, Madison, Mitchell, Madison, Yancey Counties)					
	2022	2025	2030	2040	2050
Positions Needed	3.40	3.46	3.63	3.83	4.04

District 35 Prosecutors* (Avery, Madison, Mitchell, Madison, Yancey Counties)					
	2022	2025	2030	2040	2050
Positions Needed	7.03	7.38	7.54	7.93	8.35

\* Does not include District Attorney Support Staff



## Program Needed

Existing Assignable Square Footage – 9,459 SF

2030 Needed Square Footage – 31,200 SF MIN.

- The Courthouse currently needs 2x the space it has at a minimum.
- It is projected that by 2030, Madison County will need 3x the space, if not sooner.



REVISED CONDITION ASSESSMENT  
HISTORIC MATERIALS & CODE ISSUES

TEST FITS OF POTENTIAL REUSE SCENARIOS

CURRENT AND FUTURE NEEDS OF THE COURT SYSTEM  
ON SITE INTERVIEWS & STATE COURT DATA

CAN THE EXISTING  
COURTHOUSE MEET  
THE NEEDS OF THE  
COURT IN THE NEXT  
10, 20, 30 YEARS?





REVISED CONDITION ASSESSMENT  
HISTORIC MATERIALS & CODE ISSUES

TEST FITS OF POTENTIAL REUSE SCENARIOS

CURRENT AND FUTURE NEEDS OF THE COURT SYSTEM  
ON SITE INTERVIEWS & STATE COURT DATA

NO, NOT ANY MORE

# Options with Phasing

## ~~A - Courthouse stays the Courthouse~~

~~Phase I - Establish Temporary Space.~~

- ~~• Old Pharmacy~~
- ~~• Bank Building (no modifications accounted for now)~~
- ~~• Jail (no modifications accounted for now)~~
- ~~Phase II – Renovate Courthouse and use neighboring buildings.~~

**NOT ENOUGH SPACE BY FACTOR OF OVER 3.  
NOT ALL FUNCTIONS TOGETHER.**

## B – New Courthouse Later

Phase I - Establish Temporary Space.

- Old Pharmacy
- Bank Building (no modifications)
- Jail (no modifications)

Phase II – Renovate Courthouse for shorter term use as a Courthouse.

Phase III – Building New Courthouse.

Phase IV - Move new program into Courthouse.

**TOO LONG. TOO COMPLICATED. TOO EXPENSIVE.**

## C - New Courthouse Now

Phase I – Build New Courthouse.

Phase II – Renovate Courthouse for new program.

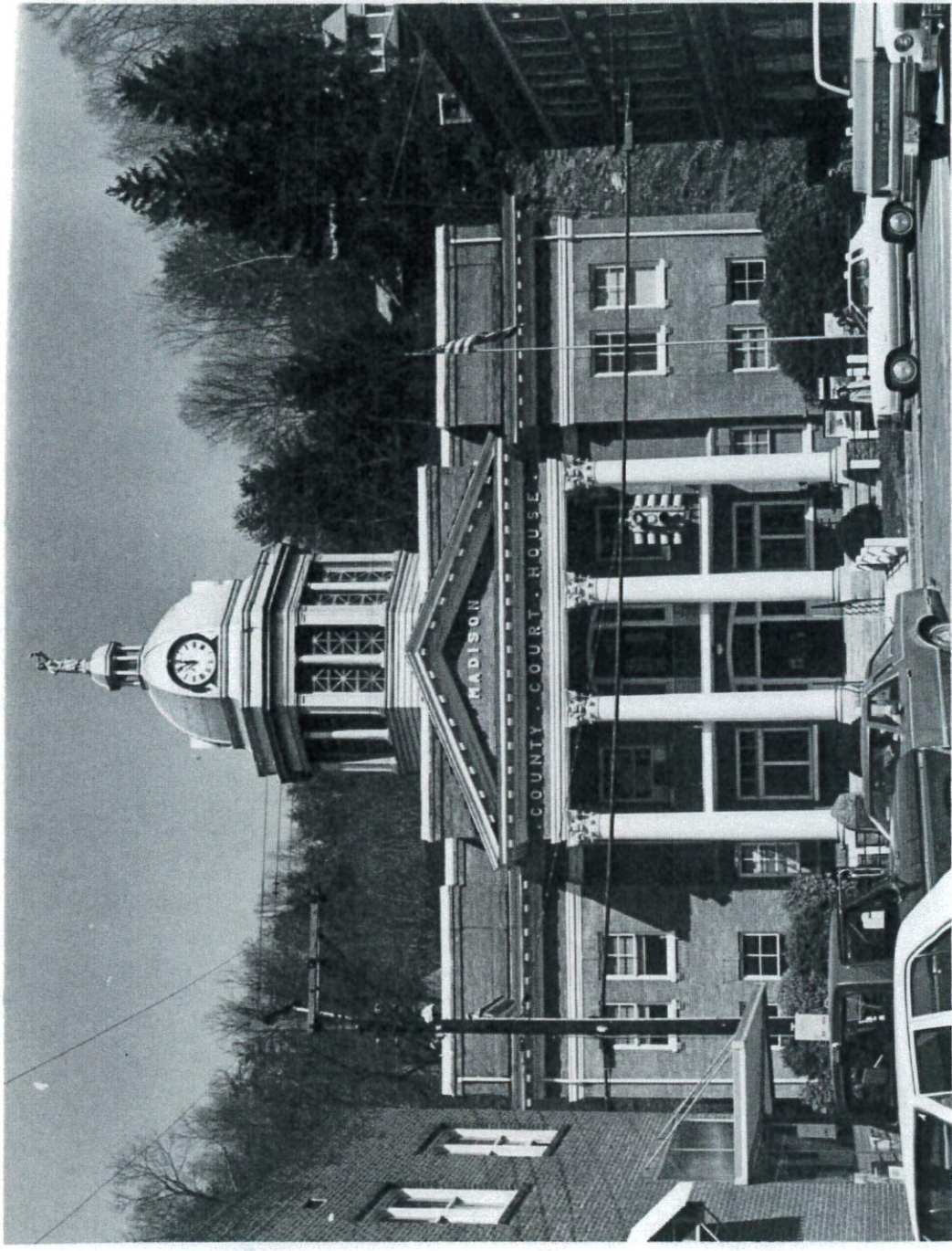
**RECOMMENDATION**



# Conclusion

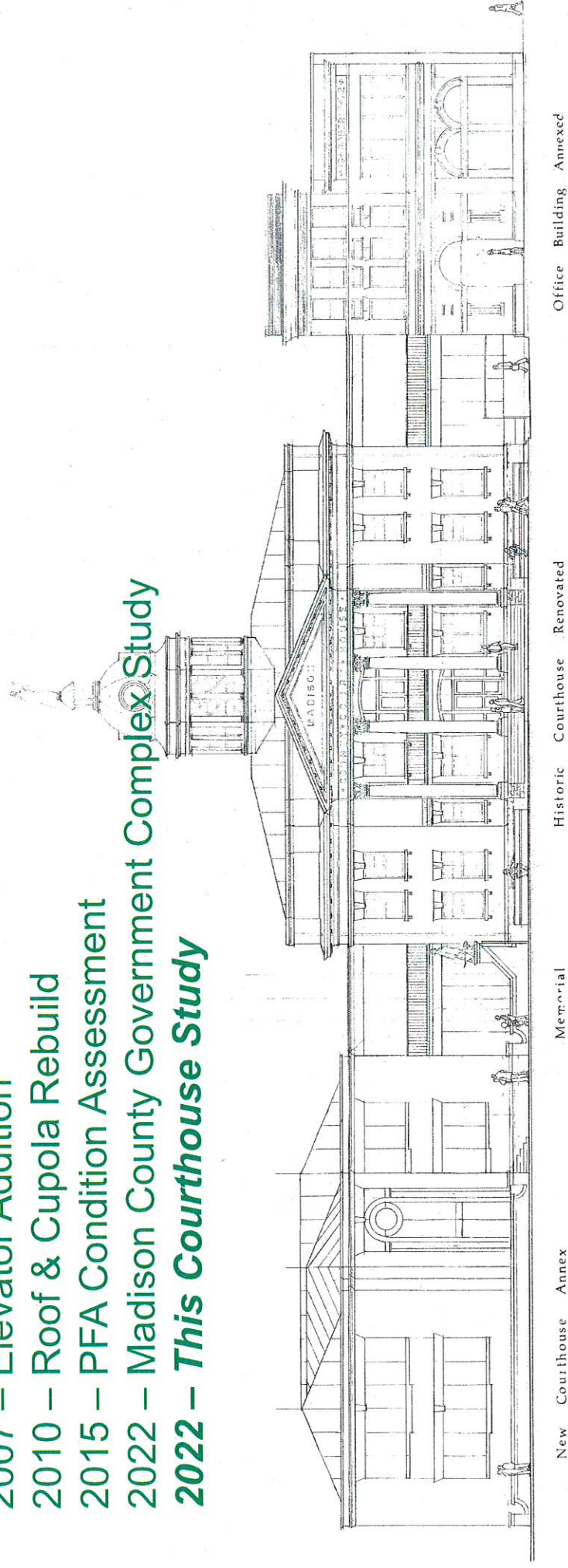
The current courthouse with and without the use of neighboring buildings is insufficient to adequately and safely meet the current and future needs of the court system in Madison County.

# Historic Perspective





1907 – Courthouse Constructed for \$30,000  
 1978 – 100 Courthouse Survey  
 1960s-80s – Various Renovations  
 2000 – Addition Studies  
 2007 – Elevator Addition  
 2010 – Roof & Cupola Rebuild  
 2015 – PFA Condition Assessment  
 2022 – Madison County Government Complex Study  
**2022 – *This Courthouse Study***





# Committee Process





# Recommendations

Based on our investigation into the state of the current facility and after consult with numerous experts, it is the recommendation of this Committee that the County proceed immediately with planning and construction of a new courthouse facility for the benefit of the citizens of Madison County. Further, it is the belief of this Committee that it be seen to completion within five years.

The Committee would recommend that the Board of Commissioners find that the Courthouse Committee has completed its charge, further, the Committee would recommend that the Board would begin the process of identifying possible funding sources and form a working group to carry out planning, construction, and occupancy of a new courthouse within the next five years.

Contract No.

**AGREEMENT**

THIS AGREEMENT (the Agreement) is made effective the 13 day of the month of December 2022, by and between **Madison County** the Grantee, a local government established pursuant to N.C. Gen. Stat. §160A-462 North Carolina, and the **North Carolina 911 Board** (hereinafter referred to as 911 Board), an agency of the State of North Carolina. Grantee and the Board (together "the Parties") hereby agree as follows:

**WITNESSETH:**

WHEREAS the 911 Board was created by N.C. Gen. Stat. §143B-1400 *et seq.* to collect and administer the 911 Fund, and

WHEREAS the 911 Board solicited grant applications pursuant to N.C. Gen. Stat. §143B-1407, 09 NCAC 06C .0400, and procedures for Grants adopted by the Board, and

WHEREAS Grantee submitted a Grant Application to update the County's dispatch system by installing four (4) Motorola MCC 7500E consoles, and

WHEREAS the 911 Board allocated funds for the purposes identified in the grant application.

NOW, THEREFORE, the Parties enter into this Agreement, and in consideration of the mutual promises and such other valuable consideration as shall be set out herein, the Parties hereto do mutually agree to the following terms and conditions:

1. Definitions:

- a. Project: Madison County Dispatch System Improvement.
- b. Deobligation: the 911 Board's cancellation or downward adjustment of all or part of the grant award. Deobligation, if imposed, will not affect disbursed funds but will affect any remaining amount of awarded funds.
- c. Executive Director: Executive Director of the 911 Board.
- d. Grant Funds: the amount authorized for award by the 911 Board, \$224,147.61.
- e. Grant: Financial assistance provided by the 911 Board, or a subgrantee, to carry out activities whereby the 911 Board anticipates no programmatic involvement with the grantee or subgrantee during the performance of the Grant.
- f. Grantee: Madison County's Emergency Operations Center, notwithstanding G.S. §143C-6-23(a)(3).
- g. Ineligible Costs: such expenses that are not funded through the Monthly Distributions defined G.S. §143B-1406(a), and not identified in the Approved Use of Funds List published on the 911 Board website.
- h. Interlocal agreement: Reserved.
- i. State Funds: Any funds appropriated by the N.C. General Assembly or collected by the State of North Carolina. For the purposes of this agreement, Grant Funds are State



Funds. Grantee recognizes that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to allocation and appropriation of funds to the agency for the purposes set forth in this Agreement.

j. Subgrantees: As defined in N.C. Gen. Stat. §143C-6-23(a)(4), a non-State entity that receives a grant of State funds from a Grantee of a State Agency, here the 911 Board, or a Subgrantee of a Grantee, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

k. Unit, or unit of local government:

As defined in N.C. Gen. Stat. §143C-1-1(d)(29), a municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by N.C. Gen. Stat. §160B-2(1), and all boards, agencies, commissions, authorities and institutions thereof that are not municipal corporations.

As defined in N.C. Gen. Stat. §160A-460, means a county, city, consolidated city-county, local board of education, sanitary district, facility authority created under Article 20 of Chapter 160A of the General Statutes, special district created under Article 43 of Chapter 105 of the General Statutes, or other local political subdivision, authority, or agency of local government.

2. Scope of Project: To replace the existing Moducom dispatch consoles with four (4) Motorola MCC 7500E consoles. The grant shall only be used to pay for the portions of the project that are ETSF ineligible.

a. Grantee shall be responsible for administrative and management duties associated with the Project; and shall be responsible for completing the goals and objectives described in the Grant Application. To the extent that the Project includes expenses that are not eligible for monthly distribution or reimbursement pursuant to G.S. §143B-1406 and which are not included in the Grant Funds allocated by the 911 Board, Grantee agrees it shall be responsible for all expenses for the non-eligible items. For eligible expenses limited by the 911 Board policies, e.g., chairs, monitors, Grantee shall be responsible for all expenses exceeding the expense limitations for such items.

b. Grantee shall prepare and submit reports as stated in Exhibit A.

c. Goals and objectives include:

1. Purchase of four (4) Motorola MCC 7500E consoles.
2. Installation of the four (4) Motorola 7500E consoles in the PSAP, to include programming, testing, and implementation of the replacement consolettes.
3. Increase operability with surrounding emergency response resources and increase redundancy and security.
4. Adhere to rules for PSAP facilities and equipment within 09 NCAC 06C.0200, and for the use of grant funds, as stated within 09 NCAC 06C.0400. Incorporate applicable standards for mission-critical facilities published by the Federal Emergency Management Agency (FEMA), the National Fire Protection Association (NFPA), and the National Emergency Number Association (NENA).

Ensure continuity of operations during implementation for all response agencies currently served.

5. Coordinate technology purchases to facilitate the use of the State NG911 system, including GIS call routing.
6. Conduct thorough system(s) testing before acceptance.

d. Grantee shall not change the Scope of Project without prior written approval of the 911 Board Executive Director.

e. Grantee shall submit a revised budget and work plan within sixty (60) days of signing this Agreement together with any changes from the Grant Application if there are changes to the budget or work plan. Revisions and work plan changes should identify project component details (as identified in the Grant Application) and costs identified in the Grant Application together with a timeline that includes component details. These revised documents must reflect any changes and special conditions of the Grant award. The budget must include any matching funds or funds from other sources and the anticipated time when such funds will be spent. Grantee shall identify potential or contingent sources of funding including but not limited to other grants during the term of this Agreement. The work plan should include a timeline and specific milestones and/or deliverables that will be used to measure interim progress and accomplishments of the project during the term of this Agreement. Grant Funds will not be released until these revised documents are approved by the 911 Board Executive Director.

f. Grantee will draft one or more Requests for Proposal to be utilized by Grantee in development, procurement and/or operations of the Project consistent with the grant application and approved project budget.

g. Grantee will collect and compile documents as directed by the 911 Board for the purpose of Grantee's verifying the requirements of Article 15, Part 10 of Chapter 143B of the N.C. General Statutes.

h. Grantee shall assist the 911 Board in any audits of Grant Funds by supplying required document(s) to satisfy the requests of an auditor.

3. Changes in the Project.

a. If any changes to the project or extra work are requested with respect to the Project, such changes must be authorized in writing by the Parties. The 911 Board will not approve any changes that exceed its authority under N.C. Gen. Stat. §143B-1400 *et seq.*, or subsequent modification thereof.

b. Any work referred to in Paragraph 3(a) above shall be the subject of a separate written agreement stating the costs and schedule for completing any such extra work.

c. Each Party shall immediately notify the other of any change in conditions or applicable law, or any other event, which may significantly affect its ability to perform the Project.

d. The Parties agree that the 911 Board may assign this Agreement to its successor, if any; or continue the Agreement by amending the term if legislation is enacted that does, or may, affect the term of this agreement.



- e. A request for change in the project period requires advance written approval by the 911 Board Executive Director. The request must be submitted in writing, stating the basis for the request, to the 911 Board Executive Director at least sixty (60) calendar days prior to the expiration of the Grant. The Grantee shall submit a revised budget and any other documentation or information requested by the 911 Board Executive Director indicating the planned use of all unexpended funds during the extension period.
4. Consolidation. Reserved.
5. Term of Agreement. The Parties intend that the term of this Agreement shall begin upon the Effective Date and extend through 31 October 2023 (End Date). The effective period of this Agreement shall commence upon completion by the Parties' authorized signatories (the Effective Date) and terminate upon the End Date unless sooner terminated under Paragraph 14; or amended by written agreement to extend said date by the Parties or their successors in interest. The parties agree that this Agreement shall be extended only one time.
6. Project Schedule. Grantee shall prepare and deliver a project schedule consistent with this Agreement that substantially conforms to the following:
- a. The Project is planned to be completed in four (4) phases of three (3) months each, with the entire project completed in twelve (12) months: 1) engineering and planning; 2) bid acquisitions; 3) procurement and installation; 4) final testing, acceptance and clean up. The proposed budget and project plans shall be reviewed, revised, and provided to the 911 Board Executive Director as provided in Paragraph 2(e) above. These revised documents must reflect any changes and special conditions of the Grant award.
  - b. Project timelines and milestones identified in the Grant Application are incorporated herein by reference.
  - c. The Madison County PSAP will continue to operate during the Project; therefore, there will be no disruption to 911 call taking and emergency dispatching services.
  - d. Grantee shall prepare and release one or more solicitation documents comprising RFPs or other similar solicitation documents in compliance with the Project schedule presented in the Grant Application, and as such may be amended.
  - e. Contracts based upon Grantee's solicitation documents shall be awarded in a timely manner in compliance with the Project schedule presented in the Grant Application, and as such may be amended.
7. Delivery of Grant Funds. The total Grant Funds equal Two Hundred Twenty-Four Thousand One Hundred Forty-Seven and 61/100 (\$224,147.61) Dollars. Grant Funds shall be held by the 911 Board and delivered as follows:
- a. Funds shall be released to Grantee after receiving copies of Grantee's contracts, purchase orders and invoices therefor, and Grantee's satisfactory completion of its obligations under this Agreement. Each deliverable offered by the Grantee shall be clearly itemized to show the expenditures meet the scope of this Agreement, to include professional work performed and invoices for supplies. Grant Funds shall not be used for updating data gathered during the Project. The 911 Board may release Grant Funds directly to subgrantees upon receipt of evidence satisfactory to the 911 Board Executive Director that all conditions necessary to release such Funds have been satisfied. Such evidence may

comprise demonstrated compliance with work and payment schedules of this Agreement and any agreement with a Subgrantee, relevant contracts, purchase orders and invoices therefor, satisfactory completion of testing and acceptance criteria of Grantee's contracts with its vendors, approval of the Grantee, and such other evidence as the Executive Director deems reasonably necessary or proper. Payment schedules may include pre-determined progress payments, payments based upon time and materials that are not to exceed a maximum amount, retainage, and such other terms that are consistent with this Agreement.

b. Grant Funds shall not be released, or paid, in advance of performance of actual services or reimbursable purchases, nor paid for interest, allocations for budget contingencies, maintenance or other services in future fiscal years. Funds shall be applied to ineligible expenses as identified in the Grant Application as authorized by N.C. Gen. Stat. §143B-1407(b)(4), and to expenses that are eligible under N.C. Gen. Stat. §143B-1400 *et seq.* and the Rules and policies of the 911 Board.

c. Indirect costs and administrative costs will not be allowable charges against Grant Funds unless such costs are specifically included in the approved Project budget as incorporated into the award.

d. Grantee will maintain full, accurate, and verifiable accounting records to support the preparation of financial statements in conformity with accounting practices applicable to N.C. local governments as approved by, or consistent with, standards of the Local Government Commission. Expenditures must be consistent with the Project Budget and N.C. Gen. Stat. §143B-1400 *et seq.*

e. In the event Grantee breaches any of the covenants or agreements contained in this Paragraph, or any of the representations and warranties of Paragraphs 9, 19, and 24 are untrue as to a material fact as of the date of this Agreement, Grantee agrees to return any unearned Grant Funds held by Grantee and refund sums equal to any non-qualified expenditures paid with Grant Funds. Grantee's obligations that are created by this subsection (e), to return Grant Funds and to refund sums, apply only to Grant Funds held by Grantee. Grant Funds are "held" by Grantee only to the extent they are in the actual, not constructive, possession of Grantee.

f. Grantee must attend workshops or other instructional sessions relating to administration of the Grant or use of 911 Funds provided by the 911 Board during the term of this Agreement.

g. Funds identified with contingencies or escalations as presented in Grantee's budget documents and financial forecasts shall revert to the Board's Grant Fund if unused or unallocated in a timely manner.

h. If the Board determines that the actual costs of the Project are less than the Grant amount, the Board, in its sole discretion, may reduce the amount of the Grant accordingly. If the Grantee determines that the actual costs of the Project are less than the Grant amount, it shall report so to the Board and return any surplus Grant funds it has received to the Board.

i. As a condition of receiving the Grant, the Grantee must contribute general funds for ineligible costs as described in the Grant application. The general funds shall come



from local resources and may not be derived from other State or federal grant funds unless such other funds were specifically identified in the Grant application. All general funds shall be expended prior to fully expending Grant funds.

8. Travel Expenses. The approved budget does not include travel costs. Such costs, if any, are limited to reimbursement rates set forth in N.C. Gen. Stat. §138-6; as interpreted by the Office of State Budget and Management, and as amended from time to time. The State of North Carolina's Travel Policy is contained in the State Budget Manual located on the Internet at <http://www.osbm.state.nc.us>. Original receipts for such expenses shall be retained by Grantee.

9. Independent Status of Grantee.

a. It is agreed between the Parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between Grantee and any third party; nor with the 911 Board. It is further agreed that except for the rights expressly granted to Grantee or the 911 Board in this Agreement, neither of them shall have any proprietary rights in the Project.

b. The Parties acknowledge that Grantee is an independent entity. Grantee shall not represent itself as an agent of the 911 Board; nor shall the Agreement be construed so as to make Grantee an agent of the 911 Board. Grantee shall not have the ability to bind the 911 Board to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability. Grantee shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. Grantee shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement. All expenses incurred by Grantee are its sole responsibility. The 911 Board shall not be liable for the payment of any obligations incurred in the performance of the Project.

10. Conflicts of Interest. Grantee acknowledges and represents that it has adopted policies governing conflicts of interest and ethics in the exercise of its authority, and its actions under this Agreement. Grantee will review, disclose, and employ its best efforts to resolve any anticipated or reported conflict of interest or issue involving its ethics policies during the performance of this Agreement. Grantee shall, upon request, submit a copy of its conflict of interest policy, and shall ensure that such policy conforms to the requirements of N.C. Gen. Stat. §143C-6-23 and other applicable laws.

11. Obligation of Funds. Grant Funds provided by the 911 Board may not be utilized for expenses incurred by Grantee prior to the Effective Date or subsequent to the End Date. All unpaid obligations incurred prior to the End Date shall be paid and satisfied by Grantee within thirty (30) days thereafter. Prior approval shall not be required for changes that affect the approved budget unless a line item in the budget allocation is exceeded by ten (10%) percent or \$500.00, whichever is greater. Any changes in the approved budget that would result in modifying budget line items or allocations, or the addition or deletion of a budget category shall require prior approval from the 911 Board. Grant funds shall be deobligated if not expended in the time and manner agreed herein. The 911 Board may deobligate all or part of the awarded funds if:

- a. The actual cost of goods or services identified in the Grant budget funded by the Grant award is less than the total award, or
- b. If the activities for which the Grant was awarded do not begin within three (3) months of the effective date of this Agreement.

If Grant funds are not expended within the term of this Agreement and manner agreed herein, and in compliance with the project schedule and budget, the Board shall provide notice of deobligation of such Grant funds to the Grantee. Notice of deobligation shall provide an effective date of deobligation which shall not be less than thirty (30) days after the date of the notice.

12. Project Records.

- a. Grantee shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner so as to identify and document clearly the expenditure of Grant funds provided under this Agreement, separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.
- b. Grantee shall retain all financial records, supporting documents, and all other pertinent records related to the Project for five (5) years from the End Date. In the event such records are audited, all Project records shall be retained beyond such three-year period until any and all audit findings have been resolved.
- c. Pursuant to N.C. Gen. Stat. §143C-6-23, and §147-64.7, Grantee agrees to make available to the State Auditor, Board, or designated representatives of the foregoing, all of its records that relate to the Project, and agrees to allow the 911 Board or its representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the 911 Board or its representative may deem necessary.
- d. Grantee acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C. Gen. Stat. § 143C-6-23 *et seq.* and Non-State Entities Receiving State Funds or N.C. Gen. Stat. §159-34, The Local Government Budget and Fiscal Control Act - Annual Independent Audit; Rules and Regulations as applicable. Such audit and reporting requirements may vary depending upon the amount and source of funding received by Grantee, and such are subject to change from time to time. Grantee shall constantly monitor all performance under Grant-supported activities, including activities performed by Subgrantees, to ensure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. Such obligations to comply with the Board's or other agency's monitoring activities shall survive grant closeout and the termination of this Agreement.

13. Publications.

- a. Any published or distributed reports, data, or other information shall contain a disclaimer statement to the following effect: *Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view and policies of the 911 Board.*



b. 911 Board may publish or arrange for the publication of information resulting from work carried out under this Agreement, and copyright any books, publications, films, or other copyrightable materials developed in the course of or resulting from work under this Agreement.

c. Upon publication of any materials resulting from the work of the Project, Grantee shall furnish a minimum of two copies of reprints to the 911 Board.

14. Termination: Availability of Funds.

a. If Grantee fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, the 911 Board shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and by specifying the effective date of termination. For the avoidance of doubt, Grantee's failure to appropriate funds necessary to complete the project shall be reason for termination. In such event, the 911 Board shall have no responsibility to make additional payments under this Agreement after the End Date. No further expenditures shall be made under this Agreement except for such work as shall have already been performed prior to the End Date and Grantee shall return all unearned funds upon the demand of the 911 Board.

b. The County agrees it will repay grant funds if it fails to comply with any terms of this Agreement. The Grantee shall not be relieved of liability to the 911 Board for damages sustained by the 911 Board by virtue of any breach of this agreement, and the 911 Board may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the 911 Board from such breach can be determined.

c. The Parties may terminate this Agreement by mutual consent upon sixty (60) days' notice. Notice may be given by either party to the other at the addresses and to the attention of the Party's representative specified in Paragraph 28 below.

d. Termination of the contract by the Grantee shall not prohibit the 911 Board from seeking remedies for additional costs consequential to the termination incurred by the 911 Board. The Grantee shall repay to the 911 Board any Grant Funds received in excess of the distributions under this Agreement.

15. Liabilities and Loss. The 911 Board assumes no liability, nor shall it have any liability under this Agreement, with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims, or losses arising out of any activities undertaken by Grantee or its contractors under this Agreement, whether with respect to persons or property of Grantee, or third parties. Grantee agrees to obtain insurance to protect it and others as it may deem desirable, or, if it elects not to obtain such insurance, it represents that it has adequate resources available to it for this purpose. Further, Grantee agrees to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees against any liability, including costs and expenses and attorney's fees, for the violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any information published resulting from the work of the Project or based on any libelous or other unlawful matter contained in such information. Grantee also further agrees to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any and all subgrantees, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the

Project and the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee or its agents in the performance of the Project.

16. Bankruptcy of Third Parties. In the event that any Subgrantee (or other entity other than Grantee) receiving Grant funds files bankruptcy owing Grantee, the Board or other entities any money, it shall be the sole responsibility of Grantee to (i) immediately notify the Board and (ii) pursue all reasonable claims against the debtor in bankruptcy to obtain the maximum payment allowed by law. To the extent that Grantee fails to pursue the debtor in bankruptcy and obtain the maximum payment allowed by law, Grantee shall be responsible for all amounts paid to such Third Party that are not returned to Grantee; and no Grant Funds may be expended to replace such monies or payments represented by claims against the Third Party.

17. Remedies. In the event of Grantee's non-compliance with any provision in this Agreement, Grantee agrees that the Board may take any actions authorized by law or by this Agreement, including but not limited to those described in 09 NCAC 03M .0401. These remedies include, but are not limited to, reducing, or suspending Grant funds or terminating the Grant, including the withdrawal of all funds described in this Agreement except for funds already expended on otherwise eligible activities which may not be recaptured or deducted from future grants. The Board may also require Grantee to reimburse Grantee's Program account for improperly expended funds by Grantee or any Subgrantee or other Third Party, as set forth in G.S. §143B-1407(c).

a. Upon non-compliance with the applicable provisions of 09 NCAC 03M, the Board shall take measures under .0801 of that Subchapter to ensure that the requirements are met, including: communicating the requirements to the non-State entity; requiring a response from the non-State entity upon a determination of noncompliance; and suspending payments to the non-State entity until the non-State entity is in compliance.

b. Pursuant to 09 NCAC 03M .0703(11), the Parties may terminate this Agreement with 60 days' notice by mutual consent, or as otherwise provided by law. Pursuant to 09 NCAC 03M .0703(13), unexpended grant funds shall revert back to the Board upon termination of the Agreement, unless otherwise provided by applicable laws, rules, regulations or orders.

c. However, no termination of this Agreement or the Grant (i) removes Grantee's liability regarding any Grant funds improperly expended (including the Board's enforcement abilities to recover such funds) or (ii) removes Grantee's existing and continued obligations and liabilities with respect to Grant funds already properly expended (including the Board's enforcement abilities).

18. Entire Agreement. This Agreement supersedes all prior agreements between the 911 Board and Grantee; and expresses the entire understanding of the Parties with respect to the transactions contemplated herein, and shall not be amended, modified, or altered except pursuant to a writing signed by both Parties.

19. Grantee Representation and Warranties. Grantee hereby represents and warrants that:

a. Grantee is duly organized and validly existing as a unit of local government under the laws of the State of North Carolina.

b. This Agreement constitutes a binding obligation of Grantee, enforceable against it in accordance with its terms. The execution and delivery of this Agreement have been duly



authorized by all necessary action on the part of Grantee and does not violate any applicable organizational documents of Grantee, or any agreement or undertaking to which it is a party or by which it is bound.

c. Grantee shall allocate such further and sufficient funds to complete the project in a manner consistent with this Agreement and the Grant Application.

d. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to Grantee's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or Grantee's ability to discharge its obligations under this Agreement.

e. All consents or approvals necessary from any governmental authority as a condition to the execution and delivery of this Agreement have been obtained by Grantee. Grantee shall provide the 911 Board with evidence of the existence of all such contracts at the time of the execution of this Agreement.

f. The Grantee will notify the 911 Board Executive Director of any significant problems relating to the administrative or financial aspects of the award, such as misappropriation of funds; use of 911 Funds for non-eligible expenses; or placement or retaining 911 funds in any account other than the Emergency System Telephone Fund.

g. Grantee certifies that it has complied with G.S. §§14-234 and 133-32 and shall continue to require compliance for itself and any vendors, contractors or other third parties during the term of this Agreement. Any violations of G.S. § 14-234(f) shall be reported to the Board's Executive Director within ten (10) days of Grantee learning of such violation.

20. Performance Measures. Grantee shall ensure that its contracts with third parties include performance measures that provide remedies ensuring protection of the Grant Funds, any matching funds or funds from other sources, and that secure completion of this Agreement consistent with the time and budget for the Project. Specific measures are within the discretion of Grantee, and Grantee shall consider including measures including one or more of the following:

a. Requiring terminated vendors to provide costs of cover for replacement goods or services.

b. Termination of vendor contracts for cause and vendor's forfeiture of rights to payment.

c. Grantee's ownership, or free use, of all planning materials, estimates, drafts, plans, drawings and similar items or information produced by Grantee's vendors in the event of termination for any reason.

d. Grantee's requirement that its vendors provide contract security for their performance, including but not limited to, bonds, letters of credit, escrows of funds or other assets, or like security.

e. Terms and conditions of agreements allocating damages and setting forth limitations of liability as may be necessary or proper to ensure that any breaches or failures to perform by Grantee's vendors, as a minimum measure,

f. Acceptance testing and warranties for any and all equipment, goods and services provided by Grantee's vendors of sufficient duration and measurement to ensure performance consistent with 911 center operations.

21. Subcontracting. Grantee shall not subcontract any of the work contemplated under this contract without obtaining prior written approval from the 911 Board. Any approved subcontract shall be subject to all conditions of this Agreement. Only the subgrantees specified in the Application are to be considered approved upon award of the contract. Grantee shall be responsible for the performance of any subgrantee; and shall require all subgrantees to comply with the provisions of the grant award, including this Agreement. Grantee shall be responsible for the performance of any subgrantee.

a. Grantee shall ensure that any subgrantee provides all information necessary or proper to ensure compliance with this Agreement and the timely completion of the Project.

b. The Grantee shall provide all necessary personnel, equipment, and facilities required to implement the work as stated in the Grantee's grant application and subsequently approved project schedules, budgets and project scope identified herein, in accordance with the stated objectives, goals, results, standards, and deliverables.

22. Excusable Delay (Force Majeure). Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes and other natural catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control. Grantee shall notify the 911 Board promptly of any factor, occurrence or event that comes to its attention that may affect or delay Grantee's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

23. Dispute Resolution. The Parties agree that it is in their mutual interest to resolve disputes informally. A claim by Grantee shall be submitted in writing to the 911 Board for decision. A claim by the 911 Board shall be submitted in writing to Grantee for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law; or invite the other party to submit the matter to mediation. If both Parties agree to submit the matter to mediation, the following actions shall be taken:

a. Each Party shall recommend a mediator certified by the N.C. Courts after first determining that the recommended mediator, and said mediator's firm, if any, have no conflict or prior knowledge of the matter to be resolved, and no prior work for or against either Party,

b. The recommended mediators must have knowledge of the general subject matter of the FCC 911 laws, regulations and 911 practices,



c. The recommended mediators must be able to execute and deliver a satisfactory confidentiality and non-disclosure agreement if information exempt from disclosure under N.C. Gen. Stat. §132-1, *et seq.* is relevant or material to the matter to be resolved,

d. Recommended mediators and their respective contact and qualification information shall be exchanged within five (5) days to each party as provided in Paragraph 28 below following the agreement to mediate,

e. Unless the Parties mutually agree to select a particular mediator, the selection of a mediator shall be determined by the Mediator's earliest available date to initiate mediation. Any agreement to mediate shall require the Parties to appear and mediate the matter in good faith in accordance with the schedule and calendar established by the Mediator, and

f. Provided, however, that this term shall not constitute an agreement by either Party to mediate or arbitrate any dispute; and that any agreement to mediate may be revoked or terminated without penalty therefor if so advised by the N.C. Attorney General.

24. Special Provisions and Conditions.

a. The 911 Board may request from Grantee certain information that will assist 911 Board with evaluation of the short and long-range impact of its programs. Grantee recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide such information as requested.

b. If the 911 Board finds that Grantee has used grant funds for an unauthorized purpose, or in a manner not agreed and approved as provided in this Agreement, the Board shall report such findings to the Attorney General, The Office of State Budget and Management, the Office of the State Auditor, the Local Government Commission, and the Office of the State Controller, as may be required by applicable law and regulations. Funds shall not be disbursed to Grantee if the Grantee fails to comply with the reporting requirements of this Agreement.

c. Nondiscrimination. Grantee agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.

d. Conflict of Interest. Grantee certifies that to the best of its knowledge no employee or officer of Grantee has any pecuniary interest in the business of the 911 Board or of the Project, and that no person associated with Grantee has any interest that would conflict in any manner with the performance of the Agreement.

e. Order of Precedence. To the extent of any conflict between this Agreement, including the Exhibits comprising Grantee's Grant Application and supporting documents and Reporting Schedule, such conflicts shall be resolved by first referring to this Agreement, followed serially by the Reporting Schedule, grant application, and lastly by other subordinate documents in reverse order to their adoption.

f. Compliance with Laws. Grantee shall at all times observe and comply with all laws, ordinances, and regulation of the state, federal and local governments which may in any manner affect the performance of the Agreement.

g. Non-Assignability. Grantee shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the 911 Board; provided, however, that claims for money due to Grantee from the 911 Board under this

Agreement may be assigned to any commercial bank or other financial institution without such approval.

h. Personnel. Grantee represents that it has, or will secure at its own expense, all personnel required to carry out and perform the scope of services required under this Agreement. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

i. Future Cooperation. The Board and Grantee agree to cooperate fully with one another, to execute any and all supplementary documents and/or agreements that may be necessary or helpful to give full force and effect to the terms of this Agreement and to the Parties' intentions in entering this Agreement.

j. Illegal Aliens. No costs incurred as a result of work performed by illegal aliens shall be eligible for reimbursement by Grant funds. As such, in submitting a reimbursement request to the Board for payment, Grantee shall be required to certify to the Board that the expenses for which reimbursement is sought were not incurred as a result of work performed by illegal aliens. Contracts awarded by the Grantee that are funded by this Grant shall require Grantee's Vendor(s) and each of its subcontractors comply with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2.

25. Intellectual Property Rights. All documents, data, databases, maps, compilations and other works produced by Grantee or any subgrantee under this Agreement shall be considered either Works for Hire under applicable copyright law, or as public records, and neither Grantee nor any subgrantee shall have any property rights of ownership in such works.

26. Confidential Information. The Parties acknowledge and agree that each is subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. §132-1, *et seq.* The Parties further acknowledge and agree that other standards of confidentiality may apply to information made or received during the performance of this Agreement. Such information may include proprietary information of a third party. Prior to accepting any proprietary information, the receiving Party shall ensure that an appropriate and acceptable non-disclosure agreement (NDA) is prepared. Any NDA shall ensure:

- a. That the Proprietary Information is protected as permitted by applicable law,
- b. That the Proprietary Information is available and accessible to all persons as may be necessary to complete the purposes of this Agreement, and
- c. That the Proprietary Information is clearly marked as such.

27. Proprietary Information: Proprietary information shall be subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. 132-1, *et seq.* Grantee shall ensure that any third party is encouraged to review the applicable Statutes prior to submitting any information or documentation believed to be proprietary.

a. 911 Board may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §143B-1412 and §132-1, *et seq.* Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2.

b. Grantee may permit third parties to designate appropriate portions of reports, data, and other deliverables as confidential, consistent with and to the extent permitted under the

statutes set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "**CONFIDENTIAL.**" By so marking any page, any disclosing party warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Statutes set forth above.

c. The 911 Board may serve as custodian of confidential information and not as an arbiter of claims against any party's assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel disclosure information marked confidential, the disclosing party agrees that it will intervene in the action through its counsel and participate in defending the 911 Board, including any public official(s) or public employee(s). The 911 Board agrees to promptly notify Grantee in writing of any action seeking to compel the disclosure of a third party's confidential information. The 911 Board shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The 911 Board shall have no liability to Grantee or any third party with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law; nor by disclosure of unmarked information or information that is publicly known.

28. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered by one or more of the following: when deposited in the United States mails, first class, postage prepaid and properly addressed, or by e-mail, as follows:

If to the 911 Board:           Attn: L. V. Pokey Harris, Executive Director  
                                      N.C. 911 Board  
                                      P.O. Box 17209  
                                      Raleigh, NC 27609  
  
                                      Ph: 919-754-6621  
                                      E-Mail: pokey.harris@nc.gov

If to Grantee:                 Attn: Caleb Dispenza, Emergency Operations Director  
                                      Madison County Emergency Operations Center  
                                      348 Medical Park Drive  
                                      Marshall, NC 28753  
  
                                      Ph: 828-649-3602  
                                      E-Mail: cdispenza@madisoncountync.gov

or addressed to such other address or to the attention of such other individual as the 911 Board or Grantee shall have specified in a notice delivered pursuant to this Subsection.

29. Construction. This Agreement shall be construed and governed by the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. The Parties agree and submit,



solely for matters relating to this contractual Agreement, to the jurisdiction of the courts of the State of North Carolina and stipulate that Wake County shall be the proper venue for all matters.

30. This Agreement will expire if not signed and returned to the 911 Board for countersignature no later than ninety (90) days from the date it was sent to Grantee.

IN WITNESSETH WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

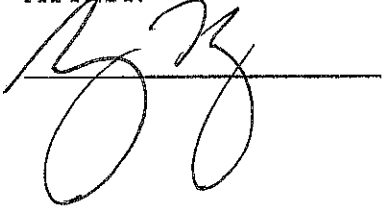
Madison County

By: 

Title: Chairman

Date: December 13, 2022

ATTEST:



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

By: \_\_\_\_\_

Chief Finance Financial Officer

N.C. 911 Board

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A  
Reporting Schedule

Grantee shall report the following to the Board, by providing information to the Executive Director:

1. Grantee's contracts shall include performance measures and acceptance testing criteria to ensure that the equipment and services meet the operational and technical requirements of the 911 center. Grantee shall provide copies of contracts, purchase orders and invoices for any equipment or services for which Grant Funds will be expended, including direct disbursements to subgrantees, if any. Such items shall be reported to the Executive Director in a timely manner to ensure prompt payment for any authorized invoices.
2. Progress Reports or assessments that demonstrate the success, or lack thereof, of the Project. The progress reports shall include activities and actions within the Scope of Project (Section 2), Project Schedule (Section 6), any changes in the governance proposed in the Grant Application (Section 3), achievement or progress regarding PSAP priorities identified in the Grant Application and the following information: a comparison of actual accomplishments to the goals and objectives described in the Grant Application as such are established for the period and any significant findings; reasons why established goals were not met, if applicable; and other pertinent information including, where appropriate, analysis and explanation of cost overruns or projected changes in time or funding needed for completion of project objectives.
3. A general project timeline of milestones is listed or incorporated herein and shall be revised consistent with progress reports and budgets for the Madison County PSAP.
4. Monthly Reports: The Grantee shall provide monthly reporting of contracts, purchase orders and other financial matters identified in Exhibit A Paragraph 1 above. These monthly reports shall be delivered beginning on 5 January 2023 and continue thereafter on the fifth day of each month for the term of the Agreement.
  - a. The Grantee shall submit one copy of each report via email in Microsoft Word and in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator.
  - b. The Grantee shall appear and provide presentations to the 911 Board during the term of this Agreement upon request of the 911 Board.
5. Interim Reports: Between the required reporting dates, events may occur which have significant impact upon the project or program. In such cases, the Grantee shall inform the 911 Board as soon as the following types of conditions become known:
  - a. Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work. This disclosure shall be accompanied by a statement of the action taken or contemplated, and any Federal or other assistance needed to resolve the situation.
  - b. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.



- c. Interim reports shall be delivered not less than annually.
- 6. Final Project Report
  - a. The Grantee shall submit one copy of the final project report via email in Microsoft Word and in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator within 45 days after the end of the project period.
  - b. The final project report shall document and summarize the results of the work. It shall include detailing the activities, expenditures of the funds, and the ways in which the needs identified in the grant application were met. The final report shall be submitted within 45 days after the end of the project period, and shall be accompanied by supporting documentation for all expenditures of the grant funds.
- 7. Budgets and/or budget projections for subsequent years, as may be developed during the term of this Agreement, illustrating financial support to update and maintain the Project equipment.

Exhibit B  
Grant Application

Grantee's grant application is incorporated by reference.

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2024 RESOLUTION

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (Board Member's Name) \_\_\_\_\_ and seconded by (Board Member's Name or N/A, if not required) \_\_\_\_\_ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital Purchase of Service budget, Section 5310 program.

WHEREAS, (Legal Name of Applicant) Madison County Transportation Authority hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.



WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the (Authorized Official's Title)\* Chairman of the Board of Commissioners of (Name of Applicant's Governing Body) Madison County is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I (Certifying Official's Name)\* Mandy Bradley (Certifying Official's Title) Clerk to the Madison County Board of Commissioners do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (Name of Applicant's Governing Board) Madison County Board of Commissioners duly held on the 13 day of December, 2022.


  
\_\_\_\_\_  
Signature of Certifying Official

*\*Note that the authorized official, certifying official, and notary public should be three separate individuals.*

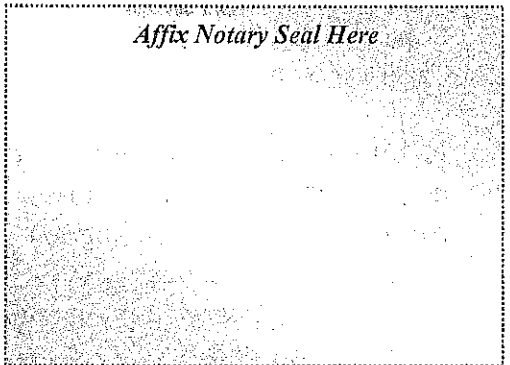
Seal Subscribed and sworn to me

(date)

Dec. 13, 2022

  
\_\_\_\_\_  
Notary Public \*  
Kary A. Ledford  
PO Box 1874, Mars Hill, NC 28754  
Printed Name and Address

*Affix Notary Seal Here*



My commission expires

(date)

17 Dec 24

**FY 2024 LOCAL SHARE CERTIFICATION FOR FUNDING**

**Madison County Transportation Authority**  
(Legal Name of Applicant)

**Requested Funding Amounts**

<u>Project</u>	<u>Total Amount</u>	<u>Local Share**</u>
5311 Administrative	\$ <u>134,572</u>	\$ <u>20,186</u> (15%)
5311 Operating (No State Match)	\$ _____	\$ _____ (50%)
5310 Operating (No State Match)	\$ <u>65,585</u>	\$ <u>32,793</u> (50%)
5307 Operating	\$ _____	\$ _____ (50%)
5307 Planning	\$ _____	\$ _____ (10%)
Combined Capital	\$ <u>69,560</u>	\$ <u>6,956</u> (10%)
Mobility Management	\$ _____	\$ _____ (50%)
5310 Capital Purchase of Service	\$ _____	\$ _____ (10%)
_____	\$ _____	\$ _____ (____%)
_____	\$ _____	\$ _____ (____%)
_____	\$ _____	\$ _____ (____%)

Funding programs covered are 5311, 5310, 5339 Bus and Bus Facilities, 5307 (Small fixed route, regional, and consolidated urban-rural systems)

<b>TOTAL</b>	<b>\$ <u>269,717</u></b>	<b>\$ <u>59,935</u></b>
	<b>Total Funding Requests</b>	<b>Total Local Share</b>

**\*\*NOTE:** Applicants should be prepared for the entire Local Share amount in the event State funding is not available.

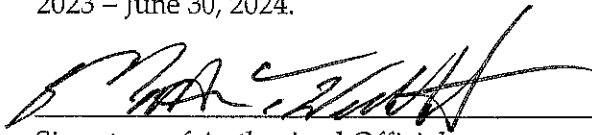
The Local Share is available from the following sources:

<u>Source of Funds</u>	<u>Apply to Grant</u>	<u>Amount</u>
<u>General Fund</u>	<u>Administrative</u>	<u>\$20,186</u>
General Fund	Combined Capital	\$ 6,956
<u>General Fund</u>	5310 Operating	\$32,793
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

_____	_____	\$ _____
_____	_____	\$ _____
<hr/>		
TOTAL		\$ <u>59,935</u>

**\*\* Fare box revenue is not an applicable source for local share funding**

I, the undersigned representing (*Legal Name of Applicant*) Madison County Transportation Authority do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2024 Community Transportation Program and 5307 Governors Apportionment will be available as of July 1, 2023, which has a period of performance of July 1, 2023 – June 30, 2024.

  
\_\_\_\_\_  
Signature of Authorized Official

Matt Wechtel  
\_\_\_\_\_  
Type Name and Title of Authorized Official

December 13, 2022  
\_\_\_\_\_  
Date



## AMENDMENT

Attachment **1.1**

to the Transportation Provider Agreement

by and between

Modivcare Solutions, LLC ("MODV") and  
Madison County Transportation Authority  
\_\_\_\_\_  
("Provider")

WHEREAS, MODV and Provider are parties to a Transportation Provider Agreement ("Agreement"); and

WHEREAS, MODV and Provider wish to amend the Agreement, to reflect new Claim submission processes and policies;

WHEREAS, MODV and Provider wish to amend the Trip Log Form used to submit claims;

### PURPOSE,

This Amendment serves to update the terms in the Agreement, which establishes the process that Providers need to follow to submit claims. This transition to digital billing will increase accuracy, reduce denials, and allow you to see the status of billing in real time. As such, the document used to submit those claims, the Trip Log, has been updated to maintain a unified standard throughout all Markets. This amendment excludes claims for trips that were not originally assigned by MODV, and claims that are in dispute. In the event of a conflict between the Agreement, the Transportation Provider Manual, and provisions of this Amendment, the provisions of this Amendment shall control.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- Starting October 31<sup>st</sup>, 2022, Modivcare will no longer accept paper claims. Paper claims includes those dropped off in-person, mailed, faxed, or emailed.
- Provider shall submit all billing via its ATMS software or through the Modivcare TP Portal.
- All re-submitted claims must be sent by email for manual processing to [virginia.billingoperations@modivcare.com](mailto:virginia.billingoperations@modivcare.com). Re-submitted claims will not be accepted if sent via mail or fax.
- Amended Trip Log is attached and incorporated into this Amendment.

IN WITNESS WHEREOF, the parties hereto have agreed to and executed this Amendment by their duly authorized officers as set forth by below.

This amendment shall become effective upon execution by both Parties.

**MODIVCARE SOLUTIONS, LLC**


Printed Name: Marvin Lewis

Title: VP of Contracts and Pricing

Signature: 

Date: 10/10/2022

PROVIDER: Madison County Transportation Authority

Signature: 

Printed Name: Matt Wechtel

Title: Chairman, Board of Commissioners

Name: Matt Wechtel

Signature: 

Date: December 13, 2022

## Grant Project Ordinance for the County of Madison, NC for the Local Assistance and Tribal Consistency Fund (LATCF)

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

**Section 1:** This ordinance is to establish a budget for funds originating with the American Rescue Plan Act (ARPA) and granted to the Local Assistance and Tribal Consistency Fund (LATCF) to support "eligible revenue sharing counties" for which Madison is one. These funds may be used to the extent authorized by state law.

**Section 2:** The following amounts are appropriated and authorized for expenditure:

LATCF funds: A total of \$346,980.04 will be remitted to Madison County Government from US Treasury. The first tranche of the funds: \$173,490.02 will be received in late 2022 with the second half being received in early 2023.

**Section 3:** Both tranches of funding will be deposited into the Madison County General Fund and designated for expenditure as Capital Outlay Projects:

LATCF:                                      \$346,980.04 (Capital Outlay)

**Section 4:** The Madison County Finance office working under the direction of the Madison County Board of Commissioners is hereby directed to maintain sufficient, detailed accounting records to satisfy the reporting requirements set forth by US Treasury as well as the County annual audit of finances.

**Section 5:** The Madison County Finance office working under the direction of the Board of Commissioners is hereby directed to report the financial status of the project on an annual basis or as requested by the Board of Commissioners.

**Section 6:** Copies of this grant project ordinance shall be furnished to the Board of Commissioners and voted on in a public meeting.

**Section 7:** This grant project ordinance expires upon the completion of any projects for which these funds are expended and US Treasury, Final Report is submitted. There is no calendar limit on the use of these funds.



Adopted on this 3 day of December 2022

Madison County Board of Commissioners

Chairman [Signature]

# **Proposal for a Comprehensive Classification and Pay Study**

**Madison County**

**November 20, 2022**

## **PROPOSAL TO MADISON COUNTY COMPREHENSIVE CLASSIFICATION AND PAY STUDY**

### **Study Objectives**

The MAPS Group proposes to conduct a comprehensive study to prepare a classification and pay plan for Madison County. The purposes are as follows:

1. To study all permanent positions not subject to the State Personnel Act in the County to establish proper classifications for the work which is assigned.
2. To allocate each position classification, including those subject to the State Personnel Act, to a salary schedule according to overall work requirements and responsibilities of the position's classification.
3. To survey and recommend a current compensation plan for all full-time positions, including those in the State Human Resources Act, which is equitable and competitive and to make specific comparisons to other Counties and public sector organizations in the pay structure and philosophy.
4. To document the validity of the compensation plan based upon salary survey and comparative analyses of the competitive conditions in other similar public (and private, if desired) jurisdictions.
5. To write or update class specifications (sometimes called job descriptions) for the County classification and pay plan not subject to the State Office of Human Resources that meet requirements in the Americans with Disabilities Act, OSHA's blood borne pathogen standards, and other relevant regulations.
6. To work with County Management and the State Office of Human Resources staff to determine the placement of the positions subject to the State Human Resources Act on the same County general salary schedule.

### **Study Components**

#### **A. Preparation of the Classification and Pay Plan**

1. Conduct a comprehensive review of the County's personnel system for the purposes of staff orientation and to provide data and information to be used in the preparation of the classification and compensation data and related personnel components.
2. Conduct a meeting with County management (Manager, department heads, etc.) to discuss the various work components of the study and to explain the study methodology and approach. At this meeting we will also discuss the appropriate labor market for surveying salary data and the project schedule.
3. Conduct orientation sessions with employees to cover the purposes and process of the study. In addition, job questionnaires will be distributed to employees and a time schedule for return of the questionnaires will be established. These meetings help establish realistic expectations with employees and reduce mis-information. Two meetings will be held so employees may



attend the one most convenient to their work schedule. The meetings will cover:

- \* purposes of the study;
  - \* steps in conducting the study;
  - \* study methodology;
  - \* what the study will and will not cover;
  - \* distribution and review of how to complete questionnaires; and
  - \* answer any questions
4. Survey existing employee positions. This task will involve a review of the completed questionnaires, desk audits with representative employees in each class, and conferences with each department head to review and verify information presented on the questionnaires and in the audits. The purpose of this task is to determine that The MAPS group obtains comprehensive, factual, and accurate data and information. This task also resolves any conflicting information or data.
5. Following the review and field audit of existing employee positions, class specifications (often called job descriptions) will be prepared. These class specifications will be written to comply with OSHA and ADA regulations. The MAPS Group will use the following factors to classify jobs:
- \* Difficulty, complexity, and variety of work
  - \* Education and experience requirements of the job
  - \* Nature and extent of public contact
  - \* Physical effort and hazards; and
  - \* Supervision given and received.
6. **Special Note:** Madison County has positions in the Social Services and Health Departments subject to the State Human Resources Act. Any decisions to re-classify these positions are under the jurisdiction of the State rather than the County. The MAPS Group will work with the Office of State Human Resources to recommend the allocation of all state classifications to the general County salary schedule developed by this study. These classifications will be part of the salary survey work and recommendations for salary grade assignment.

#### **B. Development of the Pay Plan**

1. A survey of salary plans will be performed utilizing nearby regional public sector jurisdictions or other identified organizations for the purpose of recommending wage and salary schedules that are competitive and sufficient to attract and retain qualified employees. The identification of competitive organizations will be made by the County in consultation with The MAPS Group. The salary survey will analyze hiring and maximum salaries for each position surveyed.
2. A comprehensive analysis of the salary survey will be prepared. This will include salary evaluation for classifications in the Social Services and Health Departments.
3. Following analyses of all inputs considered previously in Study Components A and B, all classes of positions will be allocated to the recommended salary schedule.

### **C. Preparation of the Employee Allocation List**

1. Following completion of the classification plan and compensation schedule, an allocation list will be prepared showing employees by name, present classification, proposed classification, present salary grade and step (if appropriate), proposed salary grade, recommended salary, and proposed increase amount (if applicable). All Social Services and Health Department positions and employees will also be included in this allocation list.
2. Costs for implementation options of the plan will be provided. Up to three options will be provided with graphs illustrating impact of each option on salary compression as well as costs. Options will be designed specifically to address compression if needed and desired.

### **FLSA Status**

As part of the study, MAPS will identify the FLSA status (exempt or nonexempt) for positions using regulations in place at the time of the study.

### **Benefits Survey**

A benefits survey will be included that reviews vacation accrual, holidays, 401-K, longevity, and insurance provided to employees in terms of County provision versus employee cost participation.

### **Personnel Policy**

To review and recommend updates to the Personnel Policy consistent with modern and effective human resources principle and practices and most recent laws, court cases and regulations. If needed a new policy will be provided.

### **Communication with the County**

During the study, MAPS principals will be available to County management to clarify any steps, current stage of the study, or other issues related to the study by phone or email. In addition, while MAPS principals are on site, Personal consultations are available as necessary to the study. A draft of the study will be sent to management for review and MAPS will make a visit to discuss management reactions to the study prior to finalizing it for presentation to the Board of County Commissioners.

### **Involvement of County Staff**

County staff members (other than DSS and Health) who are in the retirement system will be required to complete position description questionnaires for each job, participate in interviews if selected (all department directors will be interviewed), provide current employee data including copies of current salary plan and employee information by department with name, current classification, current grade and step, date of hire, date of entry to current position, and current annual salary. These last components are needed for calculating the costs of implementation options.

### **Results of the Study**

The MAPS representative will formally present the study to the County Board of Commissioners in a meeting (preferably a work session). The presentation take from one to one and a half hours, depending on number of questions during the presentation. As part of the presentation, The MAPS Group will deliver fifteen (15) copies of the study report to include the classification plan, class

specifications, compensation plan, and implementation costs to the Board. The MAPS Group will then return and answer any questions after the Board has a chance to review the study.

In addition, MAPS will provide to the County a digital copy of a linked spreadsheet that allows easy updates to the pay plan, digital copies of all recommended policy changes and digital copies of all new and updated class specifications.

#### **Plan Maintenance**

Once the study is complete and implemented, the MAPS Group will provide assistance to County staff on maintenance of the plan including the classification of new or revised positions, market revisions to the pay plan and other assistance as needed. The MAPS Group will provide telephone consultation and will classify new or revised positions as needed for up to five years following the study for \$200 per position. Additional work may be performed on a maintenance contract.

In addition, the MAPS Group will provide the County with a linked spreadsheet that will allow for market adjustments (cost of living increases) to automatically update the salary schedule and class listings and provide the county with a digital copy of all class specifications as well as the personnel policy.

#### **Project Staff**

The project manager will be Rebecca L. Veazey. Other team members are subject to County approval.



**PROJECT CALENDAR FOR CLASSIFICATION AND PAY STUDY  
MADISON COUNTY**

These dates may be changed by mutual consent

<u>Date</u>	<u>Task</u>
Mid July 2023	Questionnaires returned to the MAPS Group
Month of August	Planning session with County Manager and Department Heads; orientation Session conducted with County Department Heads; Orientation sessions with employees; Desk interviews held with employees and managers.
Month of September	Job analysis completed; salary survey completed; draft of report written; class specifications written.
Early October	Draft of report submitted to Manager with implementation cost estimates
Mid October 2023	Presentation of report made to County Commissioners.
Board Decision	Study implemented.

\*\*\*\*\*  
\*\*

**Delays in any of these dates will cause the entire schedule to be delayed accordingly.  
These dates may be changed through the mutual agreement of Madison County and The  
MAPS Group.**

\*\*\*\*\*

Please send the questionnaires via UPS. When the questionnaires are returned to The MAPS Group, the following should also be sent:

1. Organization chart of each department showing location of each individual position (hand drawn by department head is fine)
2. Digital copy of spreadsheet by department with employee name, present classification, present grade, hire date, date of entry to current position, and annual salary.
3. Copy of current personnel policy.
4. Copy of class listing showing classes assigned to each salary grade with current salary ranges

**MEMORANDUM OF AGREEMENT  
PERSONNEL SERVICES  
MADISON COUNTY**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the County of Madison, hereinafter called "County," and the Management and Personnel Services Group, Inc. hereinafter called "The MAPS Group".

**WITNESSETH**

**Scope of Services**

See attached proposal for the services to be performed. Services include Classification and Pay Study plus Personnel Policy Review, FLSA Status and Employee Benefits Comparison. This attachment is incorporated into and made a part of this Memorandum of Agreement by reference.

**Time for Performance**

The time for performance will be approximately four months for this project. The classification and pay project can be started in July 2023 and can be completed no later than October 2023. These dates are guaranteed only until April 1, 2023.

**Costs**

The costs for the proposed classification and pay study will be twenty seven thousand six hundred dollars (\$27,600). The MAPS Group will bill in three partial payments of \$6900 and a final payment of the same amount at the end of the project. The first bill will be sent upon contract approval, the second after completion of the interviews, the third upon delivery of the report draft, and the final bill will be sent after completion of the project. The County agrees to submit payment within 15 days upon receipt of the first three bills and payment for the final bill within 15 days of satisfactory project completion.

If the terms of this contract are acceptable, please sign one copy and return to The MAPS group.

Submitted by  
The Management and Personnel  
Services Group

Accepted by  
Madison County



Rebecca L. Veazey  
President

Name and Title

*Matt Wechtel, Chairman*

Date

*December 13, 2022*

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

**VITA**  
**REBECCA L. VEAZEY**

**BORN:** Durham County, North Carolina

**EDUCATION:**

Southern High School, Durham, N. C.  
B. A. Speech and Education - University of North Carolina at Chapel Hill  
M. P. A. - University of North Carolina at Chapel Hill  
Municipal Administration Course, Institute of Government  
Group Facilitation and Consultation Course, Institute of Government

**CAREER PROGRESSION:**

President, The MAPS Group (Management and Personnel Services) - a consulting group providing personnel, organization development, training, and management services for local governments, 1995 to present  
Principal, the MAPS Group  
Human Resources Director, Durham County  
Personnel Director, Town of Cary (Cary's first Personnel Director)  
Personnel Officer, Town of Chapel Hill  
Training Specialist, City of Greensboro

**PROFESSIONAL ACTIVITIES:**

International Personnel Management Association (IPMA). Lifetime Achievement Award 2010. Active in N. C. Chapter including serving as Treasurer, on program committee for state chapter for three years, on Regional program committee one year, and chairperson of Finance Strategic Planning Committee.  
Organization of Municipal Personnel Officers (OMPO), Life Member Award, Board Member, President, and Immediate Past President.  
North Carolina League of Municipalities, Board of Directors, 1985-1987.  
American Society for Training and Development, Triangle Chapter member.  
Facilitation and Organization Development Group, (FODG) founding member  
Systems Thinking in Government Group

**COMMUNITY AND OTHER ACTIVITIES:**

U. N. C. General Alumni Association, Board of Directors  
U. N. C. Master of Public Administration Alumni Association, Past President  
Local Government Employees Federal Credit Union, founding member, Loan Committee Chairperson, and member of the Board of Directors  
United Way Campaign Chair, Durham County and Town of Cary

**EXPERIENCE:**

Conducting classification and pay studies for municipalities, counties, councils of governments, housing authorities, and other non-profit organizations.

Facilitating/leading the development and implementation of performance management and performance pay programs as both an internal and external consultant.



Experience (continued)

Serving as facilitator at strategic planning and team building retreats for staffs, boards, and elected officials. Also, providing on-going developmental facilitation to assist an organizations with team building; organization development; planned change; development of mission, vision, and values; development of compensation philosophies; leadership development; or other issues.

Developing and conducting management and supervisory training on a variety of topics including leadership, coaching and feedback, conducting performance reviews, principles of supervision, communications skills, motivation techniques, legal issues in supervision, hiring the right person, effective grievance and disciplinary actions administration, conflict resolution, facilitation skills, and a number of other topics. This includes designing and updating materials and teaching and coordinating the School of Government=s comprehensive Effective Supervisory Management Program since 2002.

Administering assessment instruments and providing interpretation and feedback or training; instruments include EQ-I (Emotional Intelligence Quotient), Myers Briggs, Human Patterns, Styles of Management Inventory, Johari Window (Personnel Relations Inventory), Leadership Profile System, Ego State Assessment, FIRO B, etc.

Developing and conducting assessment centers and serving as an assessor for the purpose of selection, promotion, succession planning, and professional development.

Conducting recruitment and selection processes focused on assessing management excellence in candidates.

Establishing and revising policies and programs on a variety of personnel topics including writing personnel policies, establishing recruitment and selection procedures, developing performance review forms and procedures, and problem-solving employee relations issues and grievances.

Speaking on a variety of personnel and management topics at the School of Government, NCLM Convention, IPMA (International and state conferences), Area Health Education Centers, parks and recreation conferences, and for other groups.

Teaching personnel administration course to students in the MPA Program at UNC-G and in a six weeks seminar at NCSU, and teaching a seminar on facilitation skills to students in the MPA Program at UNC.

Teaching or assisting with teaching Ground Rules for Effective Groups, facilitation, Mental Models Model I and II, and related principles and concepts to public sector and other groups.

## **CLIENTS ON CONSULTANT PROJECTS:**

### **Municipalities:**

Apex  
Atlantic Beach  
Bald Head Island  
Banner Elk  
Beech Mountain  
Benson  
Blowing Rock  
Boone  
Brevard  
Butner  
Carolina Beach  
Carthage  
Chapel Hill  
Claremont  
Clayton  
Clinton  
Concord  
Creedmoor  
Elon  
Farmville  
Forest City  
Franklin  
Fletcher  
Garner  
Gibsonville  
Henderson  
Hendersonville  
Hertford  
Highlands  
Holden Beach  
Jefferson  
Kill Devil Hills  
Kings Mountain  
Laurel Park  
Morrisville  
Mount Pleasant  
Nags Head  
New Bern  
Ocean Isle Beach  
Oak Island  
Ocean Isle Beach  
Pittsboro  
Saluda  
Shallotte  
Siler City  
Smithfield

Southern Shores  
Sylva  
Weaverville  
Wendell  
Wilkesboro  
Winterville  
Wrightsville Beach

### **Counties:**

Alleghany  
Caldwell  
Cherokee  
Clay  
Gates  
Granville  
Greene  
Harnett  
Hyde  
Iredell  
Mitchell  
Nash  
Perquimans  
Person  
Rutherford  
Tyrrell  
Vance  
Wilkes  
Yancey

### **Councils of Government:**

Albemarle Commission  
Centralina Council of Governments  
Isothermal Planning and Development  
Kerr Tar Council of Governments  
Land of Sky Regional Council  
Triangle J Council of Governments  
Western Piedmont COG

### **Housing Authorities:**

Laurinburg  
Mount Airy  
North Wilkesboro

### **Other Nonprofit/Governmental Agencies:**

Contentnea Metropolitan Sewerage District  
Institute/School of Government  
North Carolina League of Municipalities  
Raleigh Durham International Airport  
Tuckaseegee Water and Sewer Authority

# **The MAPS Group**

Management  
and  
Personnel  
Services

102 Lochwood West  
Drive, Cary, NC  
27518

phone  
(919) 233-3914

mobile  
(919) 616-5965

e-mail: bveazey@  
themapsgroup.com

[themapsgroup.com](http://themapsgroup.com)

A consulting group  
specializing in  
Human Resources  
Management and  
Development

## **Classification and Pay Study Information for Counties**

Conducting a classification and pay study typically takes approximately 2.5 to 4 months, depending on the size of the organization. The MAPS Group's approach is to make the process as transparent and understandable as possible. We believe this is important because a good study can have a negative morale impact if employees misunderstand it or if the study lacks credibility with employees.

We also strongly recommend undertaking a study only when there is commitment to follow through with funding the implementation. The negative impact on morale is significant if a study is not implemented. Implementation costs are the greater cost, not the fee to conduct the study. We work with organizations to phase the study in over two or three years if the implementation costs are greater than can be allocated in one year.

Frequency. The rule of thumb is that these studies are performed about every 5 years in stable organizations. Organizations experiencing a lot of growth or change need studies more frequently and some use a rotational study reviewing a third of positions every year such as public safety one year, labor and trades a second year, and administrative and professional jobs the final year. The advantage of the rotational study is that it spreads implementation costs out over multiple years rather than having them all hit in one year.

Questionnaires. All employees who are in the retirement system are typically included in the study and each employee in the study should complete a Position Description Questionnaire. In Counties, employees that are in DSS and Health are normally classified by the state and their positions are reviewed for salary only, not classification, so no questionnaires are needed from them. The questionnaires can be downloaded in either Word or PDF from our website [www.themapsgroup.com](http://www.themapsgroup.com). The Word document can be completed digitally and then printed and signed. Hand written form completion on the PDF version is fine as well.

On-site Meetings and Interviews. Once we receive the completed questionnaires, we schedule an on-site visit that includes meetings and interviews. We usually start with a meeting with management and department heads and go over the process and methodology of the study, answer questions, discuss time lines, and identify a list of organizations to include in the salary survey. We then have orientation meetings for employees to attend to hear about the process and methodology and ask questions. The number of these meetings depends on the size of the workforce. These meetings can be videotaped if not all employees are able to attend the scheduled sessions.

During this trip we also conduct interviews with employees. We interview at least one employee with each different set of duties as described on the questionnaires regardless of job titles. The purpose of the interviews is to make sure we accurately understand duties and responsibilities listed on the questionnaires so we can accurately classify the jobs and make accurate salary comparisons.

Analysis and Report Preparation. After interviews we conduct the salary survey, write a narrative report with our findings, prepare organization charts that reflect recommended classification titles, prepare the recommended salary chart and assign each classification to a salary range based on market data, identify which positions are exempt for FLSA purposes, perform a benefits survey, and write or update class specifications (job descriptions). All of this is then sent back to the organization in draft form for review and to provide us with feedback before finalizing the study and



presenting it to elected officials.

Personnel Policy Update. In most classification and pay studies, we also review and make recommendations to update the personnel policy. Review is for modern, effective and best practices approaches as well as legal and regulatory compliance.

Presentation to Elected Officials. We have found that a presentation to elected officials on the process and methodology of the study prior to providing the recommendations to them helps them understand and review the study with better context and acceptance. It is best to present the study in a work session environment because it takes approximately 1 to 1.25 hours. We typically do a 30 to 45 minute presentation (depending on questions) and then pass out the study documents and walk elected officials through the document. We then leave it with them for review and come back when they are ready to address any questions or issues.

**Madison County  
Board of Commissioners**

**Budget Amendment #6  
December 13, 2022**

Description	Line Item	Debit	Credit
<b>Tax Collection</b>			
2003 Ad Valorem Taxes	10.3100.2003		\$ 270.00
2004 Ad Valorem Taxes	10.3100.2004		\$ 270.00
2005 Ad Valorem Taxes	10.3100.2005		\$ 270.00
2006 Ad Valorem Taxes	10.3100.2006		\$ 270.00
2007 Ad Valorem Taxes	10.3100.2007		\$ 265.00
2008 Ad Valorem Taxes	10.3100.2008		\$ 296.00
2009 Ad Valorem Taxes	10.3100.2009		\$ 382.00
2010 Ad Valorem Taxes	10.3100.2010		\$ 285.00
2011 Ad Valorem Taxes	10.3100.2011		\$ 325.00
2016 Ad Valorem Taxes	10.3100.2016		\$ 1,927.00
to adjust to actual			
<b>Board of Elections</b>			
Salaries: Temp	10.4170.1260		\$ 1,500.00
Travel	10.4170.3110	\$ 1,500.00	
<b>Health Dept</b>			
WIC Client Services	10.3513.3410	\$ 46,509.00	
WIC Nutrition	10.3513.3420		\$ 40,509.00
WIC Admin	10.3513.3430		\$ 2,000.00
WIC Breastfeeding	10.3513.3440		\$ 4,000.00
Medicare Adult	10.3513.3563		\$ 1,000.00
Medicare Immunizations	10.3513.3564		\$ 4,000.00
Medical Professional Services	10.5110.1930	\$ 5,000.00	
CDC Vax Program	10.3513.5716		\$ 75,757.00
CDC Vax Program	10.5110.5716	\$ 75,757.00	
Grant-Pink Out	10.3513.7000		\$ 1,500.00
Grant-Pink Out	10.5110.7000	\$ 1,500.00	
Record additional revenue for programs at Health Department			
<b>Maintenance</b>			
Jail	10.4261.4200	\$ 8,289.00	
Building Maintenance	10.4261.3510	\$ 22,115.00	
Water heater repair from FY22/ work on playground			

**Sheriff's Office**

Outreach	10.3431.2900		\$	3,012.50
Housing State Inmates	10.3431.3000		\$	34,415.00
Professional Services	10.4310.1990	\$	3,012.50	
Vehicle Parts	10.4310.2530	\$	9,415.00	
Office Supplies	10.4310.2610	\$	1,000.00	
Travel Subsistence	10.4310.3120	\$	559.00	
Equipment Maintenance	10.4310.3520	\$	5,000.00	
Law Enforcement Liability	10.4310.4530		\$	559.00
Canine Supplies	10.4310.5000	\$	1,000.00	
Capital Equipment	10.4310.5110	\$	8,000.00	
Capital Outlay	10.4310.5130	\$	10,000.00	

**Library**

Friends of Library	10.3611.4420		\$	1,047.96
Donations	10.3611.4116		\$	500.00
Purchased books	10.3611.4200		\$	50.00
Library State Aid	10.3611.3200		\$	5,257.00
Travel	10.6110.3110	\$	384.25	
Periodicals	10.6110.5620	\$	115.75	
Contracted Services	10.6110.1900	\$	1,257.00	
Books	10.6110.5610	\$	235.42	
Electronic Resources	10.6110.2500	\$	3,862.54	
Children's Program	10.6110.5801	\$	1,000.00	
Record Friends of Library donations, and increase of State Aid Funds				

**Governing Body**

Professional Services Legal	10.4110.1920	\$	20,000.00	
Misc. Income	10.3836.1100		\$	39,941.07
Recording settlement from Fried Tai				

**Opioid Settlement Fund**

Opioid Settlement	37.3836.7000		\$	63,084.22
Professional Services	37.6500.1990	\$	63,084.22	
Record third installment of payment				

**Sales Tax**

1/4 cent sales tax	10.3232.3115			\$56,178.10
Education/Schools				
1/4 cent sales tax	10.5911.7200		\$56,178.10	

**Contingency**

	10.7000.0000		\$	5,902.93
--	--------------	--	----	----------



## Attachment 12.2

We are at 41.65% of the FY23 budget.

Bank balances at November 30, 2022 are as follows:

	Unrestricted	Restricted
General Fund	\$ 4,397,731.54	
Debt Service Fund	\$ 48,539.69	
Capital Outlay Fund	\$ 326,224.94	
Capital Management	\$ 16,307,606.10	
Occupancy Tax Fund		\$ 172,813.88
Revaluation Fund		\$ 823,845.34
Tourism Development		\$ 1,619,899.04
Automation Fund		\$ 163,077.65
Drug Seizure Fund		\$ 6,263.35
Inmate Trust Fund		\$ 15,930.35
Soil & Water Conservation		\$ 61,006.74
Opioid Settlement		\$ 188,476.37
Courthouse SCIF Grant GPO		\$ 3,793,181.40
Arpa Cash Management Fund		\$ 3,684,608.85

Total of All Accounts: \$ 21,080,102.27 \$ 10,529,102.97

New Jail Loan	\$ (607,008.00)	(Due in February)
School Debt Service	\$ (429,667.00)	(Due in February)
40-42 Set Aside for School:	\$ (1,082,769.01)	
Unspent Grant/Restricted	\$ (767,625.28)	
Adoption Promotion Fund	\$ (109,024.25)	
Encumbered Amounts	\$ (4,247,220.09)	
Goldenleaf Funds	\$ (90,000.00)	
Arpa Funds	\$ (2,162,827.00)	
Total assigned and restrict	\$ (9,496,140.63)	

	General	Landfill	911
Unassigned and Unrestrict	\$ 1,054,858.67	\$ 455,168.70	\$ 502,562.66

SUMMARIES:

Percentage of budget at November 2022 is:

All Funds:		YTD	% OF BUDGET
Revenues	\$ 4,926,233.74	\$ 13,947,494.27	37.85
Expenditures	\$ 2,337,008.87	\$ 10,656,577.40	35.50

General Fund	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 11/21
Revenues to Date:	\$ 4,366,489.10	\$ 12,490,416.56		41.42	\$ 13,495,579.71
Expenditures to Date:	\$ 2,161,609.75	\$ 9,648,765.09	\$ 3,646,975.10	31.62	\$ 9,903,304.09
Gain/Loss to Date:	\$ 2,204,879.35	\$ 2,841,651.47			\$ 703,400.12

Contingency

Landfill	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 11/21
Revenues to Date:	\$ 557,508.59	\$ 1,416,959.78		56.13	\$ 1,359,763.53
Expenditures to Date:	\$ 173,163.07	\$ 910,449.26	\$ 600,244.99	36.06	\$ 832,269.05
Gain/Loss to Date:	\$ 384,345.52	\$ 506,510.52			

Contingency

911 Emergency Telephone	MTD	YTD	% OF BUDGET	Year to Date 11/21
Revenues		\$ 40,117.93	16.00	\$ 59,112.31
Expenditures	\$ 2,236.05	\$ 97,363.05	38.83	\$ 39,118.94
Gain/Loss	\$ (2,236.05)	\$ (57,245.12)		\$ 19,993.37
Contingency	\$-			

## GENERAL FUND:

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 11/21
Vehicle Tax	\$ 99,624.23	\$ 532,879.23	47.42	\$ 389,693.83
Overages/Underages				
Ad Valorem Tax Interest	\$ 28,909.31	\$ 124,850.19	83.23	\$ 58,763.75
Late Listing Fee	\$ 3,662.61	\$ 9,679.91	64.53	\$ 6,623.28
Legal Fees				
2011 Ad Valorem Tax	\$ 414.75	\$ 2,603.44	118.90	\$ 983.29
2012 Ad Valorem Tax	\$ 2,020.76	\$ 4,549.39	75.82	\$ 1,615.08
2013 Ad Valorem Tax	\$ 1,462.24	\$ 5,151.61	64.40	\$ 3,193.16
2014 Ad Valorem Tax	\$ 1,657.50	\$ 6,389.45	79.87	\$ 30,614.43
2015 Ad Valorem Tax	\$ 2,162.94	\$ 7,192.48	79.92	\$ 4,359.38
2016 Ad Valorem Tax	\$ 1,984.85	\$ 12,188.37	119.45	\$ 8,654.85
2017 Ad Valorem Tax	\$ 4,893.23	\$ 20,717.06	94.17	\$ 20,377.88
2018 Ad Valorem Tax	\$ 6,547.67	\$ 29,821.18	99.40	\$ 25,594.23
2019 Ad Valorem Tax	\$ 9,182.55	\$ 37,080.77	57.05	\$ 45,287.99
2020 Ad Valorem	\$ 13,139.53	\$ 62,015.00	62.02	\$ 97,430.05
2021 Ad Valorem	\$ 24,043.71	\$ 118,310.09	62.27	\$ 5,884,134.70
2022 Ad Valorem	\$ 2,953,592.85	\$ 6,297,049.60	50.60	
Collection Fees: Marshall				
Collection Fees: Mars Hill				
Collection Fees: Hot Springs				
Sale of Tax Maps		\$ 227.50		\$ 391.50
Tax Office Copies				
Returned Check		\$ 1,463.52		\$ 25.00
Refunds/Overpayment of Taxes		\$ 4,973.07		
Contra: Returned Check				
Sale of Foreclosed Property	\$ -	\$ 2,777.00		
Contra: Foreclosed Property Expenses				
Sales Tax/Video Programming				
Sales Tax	\$ 623,299.94	\$ 1,859,734.96	36.17	\$ 1,069,674.29
Gas Tax Refund/State		\$ 8,599.37	34.40	\$ 1,791.64
Payment In Lieu of Taxes		\$ 6,141.85	122.84	
Forest Service Timber Sales				
Clerk of Court	\$ 5,879.48	\$ 26,858.29	37.30	\$ 27,744.00
Board of Elections				
Register of Deeds	\$ 35,491.50	\$ 210,826.95	51.93	\$ 280,582.15
Sheriff's Department	\$ 117,969.82	\$ 661,875.40	35.36	\$ 468,942.76
Emergency Management				
Inspections	\$ 10,392.50	\$ 101,767.54	54.16	\$ 112,881.77
Animal Control		\$ 4,278.33	23.13	\$ 4,881.00
Transportation	\$ 78,509.97	\$ 166,361.81	39.18	\$ 202,401.59
Cooperative Extension Service				
Soil & Water Conservation				
Grant Revenues/JCPC/DJJC	\$ 8,035.00	\$ 156,296.30	23.48	\$ 40,220.00
DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 11/21

Health Department	\$	142,996.74	\$	826,623.10	34.08	\$	1,319,300.37
Medicaid Hold Harmless Tax			\$	20,440.87		\$	86,912.75
Social Services	\$	110,162.65	\$	644,978.47	25.39	\$	730,150.53
AFDC							
Foster Care	\$	645.04	\$	67,096.59	9.69	\$	181,263.93
Medicaid						\$	370.00
Adoption			\$	1,500.00	0.73	\$	1,500.00
Child Support Enforcement	\$	8,189.26	\$	27,995.09	27.21	\$	22,637.52
In Home Aides	\$	4,273.83	\$	13,562.14	17.61	\$	25,935.39
Beech Glen Center	\$	675.00	\$	3,450.00	69.00	\$	3,040.00
Nutrition	\$	14,070.00	\$	47,122.30	25.31	\$	49,564.87
State Lottery Funds/Education							
Library	\$	8,098.93	\$	114,503.21	68.89	\$	41,077.25
Parks & Recreation			\$	1,850.00	15.43	\$	3,811.00
Interest Earned			\$	125,478.13	100.00	\$	438.98
Rent of County Property	\$	3,327.50	\$	19,637.50	29.88	\$	23,797.50
Finance/Other							
Miscellaneous Income	\$	39,941.07	\$	72,107.24	240.36	\$	23,982.21
Fund Transfer In							
Totals	\$	4,366,489.10	\$	12,490,416.56	41.42	\$	13,495,579.71

#### GENERAL FUND EXPENDITURES

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 11/21
Governing Body	\$ 5,740.53	\$ 61,372.94		35.92	\$ 41,947.19
Finance Office	\$ 43,203.10	\$ 270,198.56		33.18	\$ 205,432.65
Tax Collector	\$ 27,506.01	\$ 101,190.25		31.41	\$ 136,695.13
Tax Supervisor	\$ 12,595.73	\$ 63,872.41		24.61	\$ 86,765.19
Land Records	\$ 6,396.34	\$ 33,184.88		33.87	\$ 34,888.08
Professional Services					
Court Facilities	\$ 262.50	\$ 4,804.90		14.60	\$ 4,177.07
Board of Elections	\$ 68,136.46	\$ 126,218.55		36.12	\$ 86,936.67
Register of Deeds	\$ 33,730.71	\$ 144,116.06	\$ 6,808.50	41.20	\$ 161,099.58
Register of Deeds- Automation		\$ 1,339.23	\$ 1,000.00	133.92	\$ 11,979.98
Custodial	\$ 7,903.75	\$ 34,935.33		37.32	\$ 29,123.46
Maintenance	\$ 76,947.64	\$ 288,369.24	\$ 27,160.49	26.18	\$ 153,194.52
Sheriff's Department	\$ 416,064.15	\$ 1,758,271.59	\$ 4,399.92	37.99	\$ 1,742,663.43
Emergency Management	\$ 7,457.98	\$ 54,131.92	\$ 1,127.00	35.98	\$ 41,517.35
911 Dispatchers	\$ 56,271.75	\$ 311,187.92	\$ 11,330.56	40.14	\$ 278,877.41
Fire Contract/Forest Service	\$ 11,929.86	\$ 23,016.24		21.82	\$ 19,104.66
Inspections	\$ 24,804.43	\$ 129,180.05	\$ 30,000.00	27.80	\$ 135,732.53
Economic Development	\$ 4,823.49	\$ 42,332.54	\$ 1,720.95	16.11	\$ 21,633.32
Medical Examiner		\$ 4,150.00		33.20	\$ 2,750.00
Ambulance Service Contra	\$ 142,916.67	\$ 714,583.35	\$ 1,000,416.69	41.49	\$ 714,583.35
Animal Control	\$ 22,611.86	\$ 123,625.20	\$ 36,176.17	31.38	\$ 121,688.19
Transportation - Admin	\$ 10,219.96	\$ 53,700.26		41.90	\$ 49,615.43



DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 11/21
Transportation - Operating	\$ 34,604.03	\$ 176,360.11	\$ 6,019.00	35.18	\$ 155,680.17
Transportation - Capital Outlay					
Transportation - EDTAP	\$ 27.45	\$ 364.95		18.25	\$ 280.35
Planning & Development	\$ 146.82	\$ 79,300.10		28.08	\$ 71,741.40
Information Technology	\$ 26,415.49	\$ 132,417.74	\$ 1,100.00	45.22	\$ 103,334.68
Cooperative Extension	\$ 21,824.74	\$ 101,634.95		30.27	\$ 94,529.27
Soil & Water	\$ 6,802.72	\$ 59,431.51		34.50	\$ 56,044.53
Health Department	\$ 304,846.68	\$ 1,310,227.90	\$ 332,446.92	35.40	\$ 1,318,161.72
Drug Free Community	\$ 9,896.96	\$ 39,570.56	\$ 8,375.00	31.60	\$ 33,806.98
Management Admin.	\$ 12,998.00	\$ 132,690.30		23.25	\$ 156,799.37
Social Services	\$ 191,012.76	\$ 980,327.41		29.97	\$ 1,057,144.75
AFDC		\$ 998.33		12.48	\$ 412.27
Special Assistance	\$ 6,837.50	\$ 34,322.50		31.20	\$ 36,636.61
State Foster Care	\$ 12,588.81	\$ 47,227.73		6.75	\$ 68,348.63
Foster Care Program	\$ 12,305.79	\$ 47,839.24		11.67	\$ 78,322.65
Medical Assistance Program					
Adoption Assistance	\$ 11,752.54	\$ 69,013.41		24.97	\$ 44,783.91
Crisis Intervention	\$ 1,198.66	\$ 5,731.75		2.45	\$ 3,792.28
Child Support	\$ 5,989.96	\$ 32,934.08	\$ 16,400.00	24.35	\$ 39,613.53
In Home Aides	\$ 7,410.90	\$ 21,223.19		28.22	\$ 39,059.14
Nutrition	\$ 44,485.80	\$ 219,237.20		31.21	\$ 209,386.26
Education	\$ 370,466.00	\$ 1,348,233.98	\$ 2,099,684.00	29.37	\$ 1,937,554.56
A-B Technical College	\$ 9,542.00	\$ 47,710.00	\$ 57,252.00	34.14	\$ 6,561.50
Bank Charges		\$ 6,144.99		34.14	\$ 4,458.17
Library	\$ 55,643.41	\$ 270,774.19	\$ 5,557.90	39.26	\$ 224,189.38
Parks & Recreation	\$ 16,539.36	\$ 82,519.16		46.59	\$ 53,090.68
Debt Services					
Debt Services Interest					
Fund Transfer In/ Landfill & Library					
Fund Transfer Out/Revaluation					
TOTALS	\$ 2,161,609.75	\$ 9,648,765.09	\$ 3,646,975.10	31.62	\$ 9,903,304.09

LANDFILL FUND

REVENUES	MTD	YTD	% OF BUDGET	Year to Date 11/21
Transfer From Fund Balance				
Landfill Miscellaneous Fee: \$	10,128.00	\$ 10,158.00	56.43	
Returned Check Fees				
Surplus Property Proceeds				
State Tire Disposal Fee		\$ 9,550.45	49.00	
Local Tire Disposal Fee \$	175.75	\$ 1,490.15	149.02	\$ 267.00
White Goods Tax		\$ 555.20	100.00	\$ 8,036.80
Sale of White Goods \$	1,351.00	\$ 6,927.60	38.49	\$ 20,799.20
Household Hazardous Waste \$	6.00	\$ 681.00	48.64	
Temporary Disposal Cards \$	3,520.00	\$ 25,955.00	81.11	\$ 26,072.82
Duplicate Disposal Cards \$	145.00	\$ 904.19	3.23	\$ 48,741.35
Landfill Disposal Cost Fees \$	15,174.84	\$ 59,012.88	47.21	\$ 69,060.65
Landfill Sale of Recyclables \$	5,616.75	\$ 30,185.58	71.87	\$ 44,001.19
Nuisance Tires				
Disposal Cards \$	514,118.78	\$ 1,251,583.22	56.78	\$ 1,102,946.67
Construction Demolition \$	2,723.92	\$ 24,345.42	64.07	\$ 16,954.72
Solid Waste Disposal District \$	4,518.54	\$ 4,518.54	45.19	\$ 8,982.00
Grant/State				\$ 568.78
Electronics Management		\$ 643.00	9.34	\$ 6,885.00
Electronics (County)				
Interest				
Totals	\$ 557,508.59	\$ 1,416,959.78	56.13	\$ 1,359,763.53

EXPENSES:	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 11/21
Landfill	\$ 157,510.32	\$ 805,680.28	\$ 585,496.05	36.24	\$ 735,637.34
Recycling	\$ 13,891.84	\$ 92,862.27	\$ 1,413.00	34.56	\$ 83,023.54
Scrap Tires	\$ 1,760.91	\$ 11,906.71	\$ 13,335.94	44.93	\$ 13,608.17
White Goods					
Closure/Post Closure					
Totals	\$ 173,163.07	\$ 910,449.26	\$ 600,244.99	36.06	\$ 832,269.05

**GRANT PROJECT ORDINANCE  
MADISON COUNTY NORTH CAROLINA  
FY 2023 911 GRANT PROGRAM**

BE IT ORDAINED by the Board of Commissioners of the County of Madison, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: This ordinance is to establish a budget for the improvement of the Madison County Emergency Operations Center dispatch console system. This budget is to be funded by the North Carolina 911 Board FY2023 Grant Program, the Emergency Telephone System Fund (ETSF), and the Madison County General Fund. The County of Madison has been awarded \$224,147.61 in grant funds and has \$191,863.94 in ETSF fund balance to be used to fund the entire \$467,637.94 for the purchase of the grant specified dispatch console equipment, and associated installation, system integration, and training. These funds will be used as specified in the grant agreement. Madison County General Funds in the amount of \$14,540.00 will be used for the data connection to the North Carolina State Highway Patrol VIPER system in Newton, North Carolina.

Section 2: The following amounts are appropriated for the project:

Equipment Procurement	\$275,774.00
Equipment Services	\$191,863.94
Transport Data Connection (Annual)	\$12,540.00
Transport Data Connection (one time)	<u>\$2,000.00</u>
Total Appropriation	\$482,177.94

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

North Carolina 911 Board FY2023 PSAP Grant	\$224,147.61
Emergency Telephone System Fund Balance	\$191,863.94
Madison County General Fund	<u>\$14,540.00</u>
Total Revenue	\$482,177.94

Section 4: The Finance Officer is hereby directed to maintain within the General Fund sufficient specific detailed accounting records to meet all federal and state regulations.

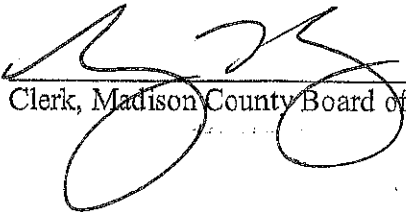
Section 5: The Emergency Operations Director is hereby directed to report the financial status of the project to the governing board on at least a quarterly basis.

Section 6: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to Board of Commissioners to be kept by them for their direction in the disbursement of funds.

Adopted this 13<sup>th</sup> day of December, 2022.

  
Chairman, Madison County Board of Commissioners

Attest:

  
Clerk, Madison County Board of Commissioners.



TR-304 Bill Release Report NCPTS V4

Date run: 12/1/2022 11:22:16 AM  
Data as of: 11/30/2022 7:10:48 PM

Report Parameters:

Release Date Start: 11/1/2022 Release Date End: 11/30/2022  
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
0000000208-2022-0000-00-REG	BUCKNER, RAY D.	8/21/2022	Landfill error	DIANA	11/3/2022	1,330.18	180.00	1,150.18
0000000635-2022-0000-00-REG	HUNTER, HELEN	8/21/2022	Landfill error	DIANA	11/3/2022	605.68	180.00	425.68
0000001124-2022-0000-00-REG	ALBERTSON, ESTHER E	8/21/2022	Landfill error	DIANA	11/3/2022	469.65	180.00	289.65
0000001259-2022-0000-00-REG	HAMILTON, EARNEST W	8/21/2022	Landfill error	DIANA	11/3/2022	928.70	180.00	748.70
0000001260-2022-0000-00-REG	HAMILTON, EARNEST W	8/21/2022	Landfill error	DIANA	11/3/2022	471.89	180.00	291.89
0000001304-2022-0000-00-REG	LEDFORD, SINDA MRS.	8/21/2022	Landfill error	DIANA	11/3/2022	755.96	360.00	395.96
0000001392-2022-0000-00-REG	SILVER, JERED D.	8/21/2022	Landfill error	DIANA	11/3/2022	302.88	180.00	122.88
0000001393-2022-0000-00-REG	SILVER, JERED D.	8/21/2022	Landfill error	DIANA	11/3/2022	310.74	180.00	130.74
0000001726-2022-0000-00-REG	FRANKLIN, JANCER	8/21/2022	Landfill error	DIANA	11/3/2022	1,368.62	180.00	1,188.62
0000001807-2022-0000-00-REG	GOSNELL, FREDA F	8/21/2022	Landfill error	DIANA	11/3/2022	985.61	180.00	805.61
0000002244-2022-0000-00-REG	TWEED, MARIE	8/21/2022	Landfill error	DIANA	11/3/2022	943.03	180.00	763.03
0000003184-2022-0000-00-REG	RICE, OLA MAE	8/21/2022	Landfill error	DIANA	11/3/2022	1,767.89	180.00	1,587.89
0000003468-2022-0000-00-REG	ANDERS, MARIE M	8/21/2022	Landfill error	DIANA	11/3/2022	1,182.52	360.00	822.52
0000003469-2022-0000-00-REG	ANDERS, MARIE M	8/21/2022	Landfill error	DIANA	11/3/2022	2,691.54	720.00	1,971.54
0000003471-2022-0000-00-REG	ANDERS, MARIE M	8/21/2022	Landfill error	DIANA	11/3/2022	1,262.55	540.00	722.55
0000003745-2022-0000-00-REG	CHANDLER, ARTHUR B. & GLENDA	8/21/2022	Landfill error	DIANA	11/3/2022	325.27	180.00	145.27
0000004595-2022-0000-00-REG	CUNNINGHAM, JOSEPH M JR	8/21/2022	Landfill error	DIANA	11/3/2022	1,433.20	180.00	1,253.20
0000004872-2022-0000-00-REG	CHERRY, MICHAEL J	8/21/2022	Landfill error	DIANA	11/3/2022	3,115.07	180.00	2,935.07
0000004906-2022-0000-00-REG	MASSEY, RONALD	8/21/2022	Landfill error	DIANA	11/3/2022	525.79	180.00	345.79
0000004907-2022-0000-00-REG	MASSEY, RONALD	8/21/2022	Landfill error	DIANA	11/3/2022	632.41	180.00	452.41
0000005056-2022-0000-00-REG	LEDFORD, SHEILA KAY	8/21/2022	Landfill error	DIANA	11/3/2022	1,742.47	180.00	1,562.47
0000005122-2022-0000-00-REG	STANTON, GREGORY J AND WIFE,	8/21/2022	Landfill error	DIANA	11/3/2022	1,556.77	180.00	1,376.77



0000005594-2018-0000-00-REG	RICKER, CHARLES KENNETH	8/15/2018	Landfill error	DIANA	10/31/2022	520.83	160.00	360.83
0000005594-2019-0000-00-REG	RICKER, CHARLES KENNETH	8/28/2019	Landfill error	DIANA	10/31/2022	539.18	160.00	379.18
0000005594-2020-0000-00-REG	RICKER, CHARLES KENNETH	9/21/2020	Landfill error	DIANA	10/31/2022	797.17	387.00	410.17
0000005594-2021-0000-00-REG	RICKER, CHARLES KENNETH	9/15/2021	Landfill error	DIANA	10/31/2022	950.17	540.00	410.17
0000005594-2022-0000-00-REG	RICKER, CHARLES KENNETH	8/21/2022	Landfill error	DIANA	10/31/2022	950.17	540.00	410.17
0000007312-2022-0000-00-REG	WALDROUP, CARL	8/21/2022	Landfill error	DIANA	11/3/2022	1,548.23	360.00	1,188.23
0000007618-2021-0000-00-REG	ALLISON, GARY M	9/15/2021	Landfill error	DIANA	11/3/2022	464.85	180.00	284.85
0000007618-2022-0000-00-REG	ALLISON, GARY M	8/21/2022	Landfill error	DIANA	11/3/2022	464.85	180.00	284.85
0000007814-2022-0000-00-REG	LAMB, WILMA MARS	8/21/2022	Landfill error	DIANA	11/3/2022	302.19	180.00	122.19
0000007815-2022-0000-00-REG	MACE, UDE	8/21/2022	Landfill error	DIANA	11/30/2022	566.72	180.00	386.72
0000007820-2022-0000-00-REG	MASSEY, RONALD	8/21/2022	Landfill error	DIANA	11/3/2022	1,678.98	180.00	1,498.98
0000008153-2022-0000-00-REG	ANDERS, BILLY CHARLES	8/21/2022	Landfill error	DIANA	11/3/2022	762.45	180.00	582.45
0000008154-2022-0000-00-REG	ANDERS, BILLY CHARLES	8/21/2022	Landfill error	DIANA	11/3/2022	971.85	180.00	791.85
0000009065-2022-0000-00-REG	CARTER, PAUL KEVIN	8/21/2022	Landfill error	DIANA	11/3/2022	1,398.23	180.00	1,218.23
0000009418-2022-0000-00-REG	FISHER, REBECCA W.	8/21/2022	Landfill error	DIANA	11/3/2022	550.90	180.00	370.90
0000010315-2022-0000-00-REG	LEDFORD, SHEILA K.	8/21/2022	Landfill error	DIANA	11/3/2022	791.47	180.00	611.47
0000010457-2022-0000-00-REG	WILLIAMS, MICHAEL I.	8/21/2022	Landfill error	DIANA	11/3/2022	290.69	180.00	110.69
0000010861-2022-0000-00-REG	SUTTON, JAMES R.	8/21/2022	Landfill error	DIANA	11/3/2022	659.54	180.00	479.54
0000011242-2022-0000-00-REG	FERGUSON, ROBERTA	8/21/2022	Landfill error	DIANA	11/3/2022	2,547.56	180.00	2,367.56
0000011274-2022-0000-00-REG	POOLE, W. SHANE	8/21/2022	Landfill error	DIANA	11/3/2022	919.01	180.00	739.01
0000011824-2022-0000-00-REG	HARMAN, RYAN S	8/21/2022	Landfill error	DIANA	11/3/2022	2,531.88	180.00	2,351.88
0000013426-2022-0000-00-REG	ROBERTS, ROGER	8/21/2022	Landfill error	DIANA	11/3/2022	577.59	180.00	397.59
0000014493-2022-0000-00-REG	DOLLAR GENERAL #07449	8/21/2022	Adjustment	APRIL	11/10/2022	273.24	114.41	158.83
0000015557-2022-0000-00-REG	DOLLAR GENERAL STORE #11648	8/21/2022	Adjustment	APRIL	11/10/2022	1,117.09	512.45	604.64
0000015645-2022-0000-00-REG	BRADLEY, PHYLLIS F.	8/21/2022	Landfill error	DIANA	11/3/2022	417.38	180.00	237.38
0000016528-2022-0000-00-REG	SILVER, JERED D.	8/21/2022	Landfill error	DIANA	11/3/2022	708.53	360.00	348.53
0000016761-2018-0000-00-REG	BOONE, WILLIAM SCOTT	8/15/2018	Sold/Traded	APRIL	11/7/2022	20.13	16.77	3.36
0000016761-2019-0000-00-REG	BOONE, WILLIAM SCOTT	8/28/2019	Sold/Traded	APRIL	11/7/2022	21.12	17.59	3.53
0000016761-2020-0000-00-REG	BOONE, WILLIAM SCOTT	9/21/2020	Sold/Traded	APRIL	11/7/2022	19.47	16.22	3.25
0000016761-2021-0000-00-REG	BOONE, WILLIAM SCOTT	9/15/2021	Sold/Traded	APRIL	11/7/2022	19.47	16.22	3.25
0000016761-2022-0000-00-REG	BOONE, WILLIAM SCOTT	8/21/2022	Sold/Traded	APRIL	11/7/2022	19.47	16.22	3.25
0000018675-2022-0000-00-REG	COOK, MATTHEW DAVID	8/21/2022	Landfill error	DIANA	11/3/2022	2,832.92	720.00	2,112.92
0000019247-2022-0000-00-REG	FREEMAN, DANNY	8/21/2022	Landfill error	DIANA	11/3/2022	391.19	180.00	211.19
0000019627-2022-0000-00-REG	ANDERS, BILLY C.	8/21/2022	Landfill error	DIANA	11/3/2022	1,946.29	360.00	1,586.29
0000020311-2022-0000-00-REG	WYNNE, JOHN H	8/21/2022	Landfill error	DIANA	11/3/2022	746.65	180.00	566.65



0000020632-2022-2022-0000-00-REG	HARMAN, RYAN SCOTT	8/21/2022	Landfill error	DIANA	11/3/2022	474.31	180.00	294.31
0000020633-2022-2022-0000-00-REG	HARMAN, RYAN SCOTT	8/21/2022	Landfill error	DIANA	11/3/2022	447.75	180.00	267.75
0000020634-2022-2022-0000-00-REG	HARMAN, RYAN SCOTT	8/21/2022	Landfill error	DIANA	11/3/2022	481.06	180.00	301.06
0000463462-2016-2016-0000-00-REG	BOONE, WILLIAM SCOTT	8/15/2016	Sold/Traded	APRIL	11/7/2022	16.78	16.78	0.00
0000463465-2017-2017-0000-00-REG	BOONE, WILLIAM SCOTT	8/15/2017	Sold/Traded	APRIL	11/7/2022	16.78	16.78	0.00
0000531713-2017-2017-0000-00-REG	RICKER, CHARLES KENNETH	8/15/2017	Landfill error	DIANA	10/31/2022	520.83	160.00	360.83
0000567757-2022-2022-0000-00-REG	THE PRACTICE COMMUNITY OF	8/21/2022	Landfill error	APRIL	11/15/2022	3,480.89	360.00	3,120.89
0000570479-2022-2022-0000-00-REG	ALLEN, ALENE C.	8/21/2022	Not in County	APRIL	11/3/2022	32.45	32.45	0.00
0000571539-2022-2022-0000-00-REG	WARREN, STEPHEN HAROLD	8/21/2022	Not in County	APRIL	11/10/2022	32.45	32.45	0.00
0000572908-2021-2021-0000-01-REG	WOLF RIDGE INVESTMENT	9/15/2021	Adjustment	DIANA	11/4/2022	2,934.31	2,023.17	911.14
0000572908-2022-2022-0000-00-REG	WOLF RIDGE INVESTMENT	8/21/2022	Adjustment	DIANA	11/4/2022	2,934.31	2,023.17	911.14
0000574122-2022-2022-0001-00-REG	HOLLIFIELD & COMPANY PROPERTIES,	11/3/2022	Adjustment	APRIL	11/3/2022	935.63	68.69	866.94
0000574328-2022-2022-0000-00-REG	COATES, TYLER D.	8/21/2022	Landfill error	DIANA	11/3/2022	842.98	180.00	662.98
<b>Subtotal</b>							<b>18,390.37</b>	
<b>Total</b>							<b>18,390.37</b>	







**MADISON COUNTY BOARD OF COMMISSIONERS  
PUBLIC COMMENT AND PUBLIC HEARING COMMENT POLICY**

**Purpose**

Establish public comment per North Carolina Gen. Stat. §160A-81 and §160A-81.1 which authorizes the Board of Commissioners ("Board") to adopt rules governing the fair, consistent, and informative conduct of regular public comment periods at regular meetings and public hearings heard by the Board.

The purpose of public comment periods is to give the public an opportunity to express personal views, comments, or opinions to the Board. The following rules have been established to maintain order and decorum during regular public and public hearing comment periods. These rules are designed to ensure fairness to each speaker by establishing rules in advance that will be applied equally to each speaker.

**Procedure**

An opportunity for public comment will be designated on the agenda at each regular monthly meeting of the Board and a public comment period will be included in each public hearing heard by the Board.

**I. Public Comment Period During Regular Monthly Meetings**

- a. Public comment will appear at the beginning of the agenda following the approval of minutes from previous meetings. At the start of each regular monthly meeting, the Chair will review the list of people signed up to speak during the public comment period. Ten (10) speakers will be permitted during the initial public comment item's section on the agenda. 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 after 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.
- b. A standardized public comment form will be provided by a member of the county staff twenty (20) minutes in advance of the meeting's designated start time.
- c. Persons who desire to address the Board during a regular public comment period shall sign in on the designated speaker sign-up form as provided prior to the start of the meeting. Once the meeting has begun, no further speakers will be accepted.
- d. In the event that a group of persons supporting or opposing the same position(s) wishes to speak, a spokesperson may be requested to be designated.
- e. A selection of delegates from groups of persons supporting or opposing the same positions may be requested to be designated in the event that the number of persons wishing to attend exceeds the capacity of the hall.
- f. Those desiring to speak will be limited to three (3) minutes.

- g. Speakers shall not use or provide any technological presentations, including but not limited to, videos or PowerPoint presentations.
- h. There will be no interaction, i.e. discussion during the comment period.  
Commissioners, staff, or members of the public will not engage in dialogue with the speaker, giving no comment unless a member of the Board desires to provide information at the end of the speaker's allotted time.
- i. Speakers shall be civil and courteous in the language and presentation. Inappropriate behavior will not be tolerated.
- j. In order to provide for the maintenance of order and decorum in the conduct of the meeting, the Chairman or Vice-Chairman in the Chairman's absence may declare "out-of-order" any person who fails to comply with the policy. Refusal to comply with the provisions of this policy shall be grounds for removal of the speaker from the meeting.

## **II. Public Comment Period During Public Hearings**

- a. A separate standardized public comment form for each public hearing will be provided by a member of the county staff twenty (20) minutes in advance of the meeting's designated start time.
- b. Persons who desire to address the Board during a public hearing public comment period may sign in on the designated speaker sign-up form as provided prior to the start of the meeting.
- c. The public hearing public comment period will appear as the first item after the presentation of the information pertinent to each public hearing.
- d. After the opening of the public hearing, the Chair will review the list of people signed up to speak during the public hearing public comment period and will open the floor for any additional speakers who wish to sign up. Additional persons desiring to speak must state their full name to be entered into the record.
- e. In the event that a group of persons supporting or opposing the same position(s) wishes to speak, a spokesperson may be requested to be designated.
- f. A selection of delegates from groups of persons supporting or opposing the same positions may be requested to be designated in the event that the number of persons wishing to attend exceeds the capacity of the hall.
- g. Those desiring to speak will be limited to three (3) minutes.
- h. Speakers shall not use or provide any technological presentations, including but not limited to, videos or PowerPoint presentations.
- i. There will be no interaction, i.e. discussion during the comment period.  
Commissioners, staff, or members of the public will not engage in dialogue with the speaker, giving no comment unless a member of the Board desires to provide information at the end of the speaker's allotted time.
- j. Speakers shall be civil and courteous in the language and presentation. Inappropriate behavior will not be tolerated.
- k. In order to provide for the maintenance of order and decorum in the conduct of the meeting, the Chairman or Vice-Chairman in the Chairman's absence may declare "out-of-order" any person who fails to comply with the policy. Refusal to comply with the provisions of this policy shall be grounds for removal of the speaker from the meeting.

Adopted this 13<sup>th</sup> day of December 2022.