

## STATE OF NORTH CAROLINA

MINUTES

## COUNTY OF MADISON

The Madison County Board of Commissioners met in regular session on Monday, March 12, 2012 at 7:00 p.m. in the Courtroom, Madison County Courthouse, Marshall, NC.

In attendance were Chairperson Debbie Ponder, Vice-Chairman Billy Roberts, Commissioner Bill Briggs, Commissioner Hall Moore, Commissioner Sue Vilcinskas, County Manager Steve Garrison, and Attorney Larry Leake.

## I.

Upon motion of Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to approve the agenda as presented.

## II.

Upon motion of Commissioner Moore, seconded by Commissioner Vilcinskas, the Board voted unanimously to approve the minutes of the February 13, 2012 meeting as written.

## III.

A public hearing was held in regards to CDBG-R. John Connell with Land-of-Sky presented an overview of the project. There were no questions from the public.

Upon motion from Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to approve the close out of the County's CDBG-R Grant.

## IV.

A public hearing was held as required prior to the County's submission of our proposed CDBG scattered site grant. There were no questions from the public.

Upon motion of Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to proceed with the grant application.

## V.

Upon recommendation of Penny Buckner, Community Services Director, and upon motion from Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to approve a supplemental agreement with the NC Department of Transportation for the purchase of vans.

## VI.

Upon recommendation of Connie Harris, DSS Director, and upon motion from Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to employ Patrick Wright as an Income Maintenance Case Worker II effective March 14, 2012.

## VII.

Upon motion of Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to employ Josh Plummer as a Social Worker III effective March 19, 2012.

## VIII.

Upon motion of Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to employ Tayler Ledbetter as an Income Case Worker II effective March 19, 2012.

## IX.

Upon motion of Commissioner Roberts, seconded by Commissioner Vilcinskas, the Board voted unanimously to approve the attached Resolution proclaiming April as Child Abuse Prevention Month in Madison County.

## X.

Upon motion of Chairperson Ponder, seconded by Commissioner Moore, the Board voted unanimously to approve the attached Resolution proclaiming the month of March as Social Work Month.

## XI.

Upon motion of Commissioner Roberts, seconded by Commissioner Vilcinskas, the Board voted unanimously to approve the 2012-2013 proposed budget for the North Carolina Services for the Blind.

## XII.

Upon recommendation of Jim Huff, Solid Waste Director, and upon motion from Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to employ Dakota Goforth as a temporary part-time Center Attendant.

## XIII.

Upon motion of Commissioner Roberts, seconded by Commissioner Vilcinskas, the Board voted unanimously to employ Norman Littrell as temporary part-time Center Attendant.

## XIV.

Upon recommendation of Steve Garrison, County Manager, and upon motion of Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to switch its contract for the providing of a dumpster at the County Administration Building from Waste Pro to Republic Services at a total cost of \$163.00. This reduces the County's expense for this service by \$56.94. The current contract with Waste Pro expires on April 3, 2012.

## XV.

Upon motion from Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to re-appoint Earle Wise to the Housing Authority Board.

## XVI.

Upon motion from Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to re-appoint Bea Banks, Grace Haynie, Dot Cody, and Dr. Bruce Frost to the Community/Nursing Home Advisory Committee.

## XVII.

Rachel Nygaard appeared before the Board to present United Way's Annual 2-1-1 Report for the County.

## XVIII.

Upon motion of Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to approve the attached contract between the United States Department of Agriculture, the State Department of Agriculture, the Madison County Soil and Water Conservation District, and Madison County.

This contract provides funding for those services provided by the Soil and Water Conservation District.

## XIX.

Upon motion of Commissioner Moore, seconded by Commissioner Roberts, the Board voted unanimously to authorize the Chairman to sign a contract with the County of Buncombe by which the County of Buncombe will provide to Madison County assistance with environmental specialist/sanitarian duties.

## XX.

Upon motion of Commissioner Roberts, seconded by Commissioner Vilcinskas, the Board voted unanimously to approve Budget Amendment #08.

XXI.

Upon motion of Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to approve the attached property tax releases, vehicle tax releases and tax refunds.

XXII.

During public comment the Board heard from Bill Brigman, Jani Randall, Teresa Strom, Helen Hunter and Lewis Randall in opposition to the Town of Marshall's proposed extra territorial jurisdiction plan.

Upon motion of Commissioner Roberts, seconded by Commissioner Moore, the Board voted unanimously to adjourn.

This the 12<sup>th</sup> day of March, 2012.

MADISON COUNTY

BY: \_\_\_\_\_  
Debbie Ponder, Chairperson

ATTEST:

\_\_\_\_\_  
Larry Leake, Clerk



## Land-of-Sky Regional Council

Suncombe • Henderson • Madison • Transylvania Counties NC

1/27/2012

### Regional Alliance Project Closeout Report

#### Outputs:

- 1) Nine workshops/forums were hosted by the Land-of-Sky Regional Council, Southwestern Commission, Isothermal Planning and Development Commission and the High Country Council of Governments.
 

The High County Council of Governments held two workshops/forums. One workshop was held in Spruce Pine and was attended by 25 people. The second workshop was held in Wilkesboro and was attended by 30 people.

The Isothermal Planning and Development Commission held five workshops/forums. The first was a region-wide meeting that was attended by 75 people. County workshops were then held and the attendees were as follows: Rutherford County-30 people, Cleveland County-33 people, McDowell County-18 people, Polk County-20 people.

The Land-of-Sky Regional Council and Southwestern Commission co-hosted a workshop/forum in Cullowhee that was attended by XX people.
- 2) One 26 County Housing Summit was held on October 12, 2011 in Asheville with an attendance of 117 persons.
- 3) Through the three counseling agencies over 1000 property owners were supported with foreclosure counseling assistance.
- 4) A web based intake mechanism for housing counseling services was developed by the Western Piedmont Council of Governments (WPCOG).
- 5) Fifty-two units of affordable rental housing were built in 19 weeks.

#### Outcomes:

- 1) A greater understanding of the programs available to assist in the creation of affordable housing was provided to diverse groups of interested parties.
- 2) Clients in the WPCOG region will be able to more readily access foreclosure and other housing counseling services. This web-based client intake system can and will be replicated by the other western north Carolina counseling agencies and council of governments.
- 3) Through expanded networking opportunities, housing providers and advocates have gained a better understanding of needs and potential partners for creating affordable housing within the 26 county area covered by the grant.
- 4) A developer is looking at a potential project in Madison County that would provide affordable/rental housing for veterans, particularly those who have physical or emotional problems as a result of their service.
- 5) Interest was expressed by many of the attendees of the workshops/forums in continuing the discussion and networking opportunities. If continued funding can be obtained, these workshops/forums may be held on an annual basis.
- 6) The Western Council of Governments will continue working as a united (Western NC Region) to build strong affordable housing programs and initiatives that support our citizens.

**FITCH** DEVELOPMENT GROUP

January 13, 2012

Curtis Bandle  
Grants Management Representative  
NC Department of Commerce  
Community Investment and Assistance  
100 E. Six Forks Road  
Raleigh, NC 27609

Mr. Bandle:

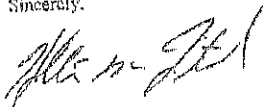
This letter is to confirm that Fitch Development Group, Inc. was provided with a loan by the City of Brevard to assist with infrastructure improvements associated with the Broad River Terrace development. The loan was provided through funds received by a Community Development Block Grant Housing Development grant. The CDBG funds provided gap financing for the project and helped keep the units affordable.

The Land-of-Sky Regional Council administered the grant on behalf of the City of Brevard, the Western North Carolina Regional Housing Alliance and Fitch Development Group, Inc. through CDBG and CDBG-Recovery funds and provided valuable assistance in federal and state CDBG program compliance, project management and wage and labor standards compliance.

This assistance supported our efforts to successfully complete the project on budget and in a timely manner.

If you need any more information, please feel free to call me at 704-335-9112.

Sincerely,



Kellis M. Fitch  
President  
Fitch Development Group, Inc.

1809 East Blvd, Suite 203  
Charlotte, NC 28203  
Phone: 704-335-9112  
Email: kfit@fitchdev.com  
Web: www.fitchdev.com

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

NONURBANIZED AREA  
PUBLIC TRANSPORTATION  
SUPPLEMENTAL AGREEMENT FOR  
PUBLIC BODY ORGANIZATIONS  
COMMUNITY TRANSPORTATION  
PROGRAM – SECTION 5311

CFDA NUMBER: 20.509

DEPARTMENT OF TRANSPORTATION

and

PROJECT NO. 11-CT-018

WBS ELEMENT NO: 36233.70.12.1  
36233.70.12.3

MADISON COUNTY TRANSPORTATION  
AUTHORITY

\*\*\*\*\*

\*

THIS SUPPLEMENTAL AGREEMENT entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 2011 by and between **MADISON COUNTY TRANSPORTATION AUTHORITY** (hereinafter referred to as the "Contractor"), and the **NORTH CAROLINA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the "Department"), witnesseth that:

WHEREAS, the Contractor heretofore entered into an agreement with the Department to implement, carry out capital projects funded with Federal Transit Administration 5311 grant program funds administered by the State; and

WHEREAS, the said agreement dated **November 17, 2010** sets forth the purpose of the Agreement and the public transportation capital projects and services as described in the project application (hereinafter referred to as "Project") properly prepared, endorsed, approved and transmitted by the Contractor to the Department, and states the terms and conditions as to the manner in which the Project will be undertaken; and

WHEREAS, the Agreement allows for the Contractor and the Department to revise or amend the agreement when there is a change in project circumstances or information causing an inconsistency with the terms of the Agreement and requires said agreement to be signed by the original signatories or their authorized designees; and

WHEREAS, the Contractor and Department find it necessary to revise the Project Agreement to correct language in Section 3: Cost of Project/Project Budget; and

NOW THEREFORE, In consideration that the Department has determined that the Agreement be revised as follows:

That language appearing in Section 3. of the agreement and reading as follows:

**Section 3. Cost of Project/Project Budget.** The total cost of the Project approved by the Department is **TWO HUNDRED SIXTY-SEVEN THOUSAND FIVE HUNDRED TWENTY-SEVEN DOLLARS (\$267,527)** as set forth in the Project Description and Budget, incorporated into this Agreement as Attachment A. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible administrative, operating, and capital expenses. The Contractor hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares). The net cost is the price paid minus any refunds, rebates, or other items of value received by the Contractor which have the effect of reducing the actual cost.

Administration WBS	Administration Total	Administration Federal (80%)	Administration State (5%)	Administration Local (15%)
36233.70.12.1	\$136,377	\$109,101	\$6,818	\$20,458
PO 5700006802				
Capital WBS	Capital Total	Capital Federal (80%)	Capital State (10%)	Capital Local (10%)
36233.70.12.3	\$131,150	\$104,920	\$13,115	\$13,115
PO 5700006803				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$267,527	\$214,021	\$19,933	\$33,573

Be, and hereby amended and revised to read as follows:

**Section 3. Cost of Project/Project Budget.** The Project Capital budget is increased by \$27,612 to provide funds to purchase two lift-equipped vans and two conversion vans instead of four center aisle vans originally approved. The division no longer offers center aisle vans on the state contract. The project budget is amended as follows: Federal: \$22,089, State: \$2,761, Local: \$2,761 as set forth and incorporated in Appendix A-2 the NCDOT June 2011 Board of Transportation Agenda, Public Transportation Division, Community Transportation Program (Item I-1-1), Division 13.

The project budget as set forth in Appendix A – North Carolina Department of Transportation, Public Transportation Division Approved Budget Summary, Effective Date June 2, 2011 and Approved Project Budget is hereby amended to incorporate the total cost of the Project approved by the Department as **TWO HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED TWENTY-SEVEN DOLLARS (\$297,527)**. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible administrative, operating, and capital expenses. The Contractor hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares). The net cost is the price paid minus any refunds, rebates, or other items of value received by the Contractor which have the effect of reducing the actual cost.

Administration WBS	Administration Total	Administration Federal (80%)	Administration State (5%)	Administration Local (15%)
36233.70.12.1	\$136,377	\$109,101	\$6,818	\$20,458
PO 5700006802				
Capital WBS	Capital Total	Capital Federal (80%)	Capital State (10%)	Capital Local (10%)
36233.9.12.3	\$161,150	\$128,920	\$16,115	\$16,115
PO 5700006510				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$297,527	\$238,021	\$22,933	\$36,573

IN WITNESS THEREOF, this Supplemental Agreement has been executed by the Department, an agency of the State of North Carolina, and **MADISON COUNTY TRANSPORTATION AUTHORITY**, the Contractor, by and through a duly authorized representative, and is effective the date and year first above written. By reference, this Supplemental Agreement incorporates and extends all of the provisions of the attached "Agreement" dated October 26, 2010.

**MADISON COUNTY TRANSPORTATION  
AUTHORITY**

BY: \_\_\_\_\_  
TITLE: **CHAIRPERSON**

(SEAL)

ATTEST: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION**

BY: \_\_\_\_\_  
TITLE: **DEPUTY SECRETARY FOR TRANSIT**

ATTEST: \_\_\_\_\_  
TITLE: **SECRETARY**



## STATE OF NORTH CAROLINA

RESOLUTION

## COUNTY OF MADISON

**WHEREAS**, preventing child abuse and neglect is a community problem affecting both the current and future quality of life of a community;

**WHEREAS**, child maltreatment occurs when people find themselves in stressful situations, without community resources, and do not know how to cope;

**WHEREAS**, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community;

**WHEREAS**, child abuse and neglect can be prevented by making sure each family has the support they need to raise their children in a healthy environment;

**WHEREAS**, child abuse and neglect not only cause immediate harm to children, but are also proven to increase the likelihood of criminal behavior, substance abuse, health problems such as heart disease and obesity, and risky behavior such as smoking;

**WHEREAS**, all citizens should become involved in supporting families to provide safe, nurturing environments for their children giving them the opportunity to grow up to be caring, contributing members of the community;

**WHEREAS**, effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community;

**WHEREFORE**, the Madison County Board of Commissioners do hereby proclaim April as Child Abuse Prevention Month in Madison County and call upon all Citizens, Community Agencies, Faith Groups, Medical Facilities, Elected Leaders and Businesses to increase their participation in our efforts to support families, thereby preventing child abuse, and strengthening the communities in which we live.

This the 12<sup>th</sup> day of March, 2012

ATTEST:

\_\_\_\_\_  
Larry Leake, Clerk

MADISON COUNTY BOARD OF  
COMMISSIONERS

BY: \_\_\_\_\_

DEBBIE PONDER  
CHAIR

STATE OF NORTH CAROLINA

RESOLUTION

COUNTY OF MADISON

**WHEREAS**, Social Workers help many people address social and psychological problems to improve their lives;

**WHEREAS**, the Madison County Department of Social Services employs 23 Social Workers and supervisors in the areas of children and adult services;

**WHEREAS**, Social Workers bridge the gap between resources and services and the people who need them;

**WHEREAS**, Social Workers use their education, training and commitment to strengthen individuals, families and communities;

**WHEREAS**, Social Workers are dedicated to improving the society in which we live;

**WHEREAS**, Social Workers stand up for others to make sure everyone has access to the same basic rights, protections, and opportunities;

**WHEREAS**, Social Workers help people help themselves, whenever and wherever they need it most;

**WHEREAS**, Social Workers provide services in many settings, including private practices, family counseling centers, courts, nursing homes, hospices, mental health clinics, child welfare agencies, hospitals, schools and universities, prisons, and corporations, as well as public and private agencies;

**WHEREFORE**, the Madison County Board of Commissioners does hereby proclaim the month of March 2012 as Social Work Month and call upon all citizens to recognize Social Workers and their commitment and dedication to individuals and families in our community.

This the 12<sup>th</sup> day of March, 2012.

ATTEST:

MADISON COUNTY BOARD OF  
COMMISSIONERS  
BY:

\_\_\_\_\_  
Larry Leake, Clerk

\_\_\_\_\_  
DEBBIE PONDER  
CHAIR



NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 DIVISION OF SERVICES FOR THE BLIND

SERVICES FOR THE BLIND ANNUAL BUDGET  
 July 1, 2012 - June 30, 2013

	COUNTY: MADISON			
	TOTAL	FEDERAL	STATE	COUNTY
I. Chore Services	0.00	\$0.00	\$0.00	\$0.00
II. Special Adaptive Equipment for Consumers	\$ 1,500.00	\$0.00	\$ 1,500.00	\$0.00
<b>TOTAL SERVICES COST</b>	<b>\$ 1,500.00</b>	<b>\$0.00</b>	<b>\$ 1,500.00</b>	<b>\$0.00</b>
III. Total Administrative Costs: Salary and Administrative	\$ 12,139.00	\$ 9,105.00	\$ 1,517.00	\$ 1,517.00
<b>TOTAL BUDGET</b>	<b>\$ 13,639.00</b>	<b>\$ 9,105.00</b>	<b>\$ 3,017.00</b>	<b>\$ 1,517.00</b>

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of Director of Social Services

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of Director  
 Division of Services for the Blind

Unless otherwise prohibited by the Board of County Commissioners, the Division will, in conjunction with the local Director of Social Services reallocate funds within the budget document to better facilitate services as long as the county share of the total budget is not exceeded.





**Customer Service Agreement**

AGREEMENT NUMBER: 3 013116  
 ACCOUNT NUMBER: 5861

**INVOICE TO**  
 Madison County Government  
 P.O. Box 577  
 Marshall, NC  
 28753  
 (888) 649-2521

**STATION**  
 Madison County Admin Bldg.  
 5707 US 25170 Hwy.  
 Marshall, NC  
 28753  
 (888) 649-2521

DATE	TIME	DESCRIPTION	AMOUNT	DATE	TIME	DESCRIPTION	AMOUNT
01/19/11	11:00	HAZARDOUS WASTE	496.00	01/19/11	11:00	HAZARDOUS WASTE	496.00

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 (AUTHORIZED SIGNATURE)  
 CUSTOMER NAME (PLEASE PRINT): \_\_\_\_\_  
 DATE OF AGREEMENT: \_\_\_\_\_

**TERMS AND CONDITIONS**  
 SERVICES: Customer grants to Company the exclusive right to collect and dispose of all of Customer's non-hazardous solid waste materials (including recyclables) (collectively, "Waste Material"), and Company agrees to furnish such services.

**WASTE MATERIALS.** The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances; wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) (collectively, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.

**WASTE MATERIALS.** The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances; wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) (collectively, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.

**TITLE.** Company shall acquire title to Waste Materials when they are loaded into Company's truck. This to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

CONTINUED ON REVERSE  
 SLS 014 (689) 1071

**COMMENTS**  
 Fuel & environmental fee will be locked in at fifteen percent.

**FOR OFFICE USE ONLY**

DOES FACILITY HAVE A HAZARDOUS WASTE GENERATOR I.D. NUMBER?  
 YES  NO

Rate based on \_\_\_\_\_ lbs/day.

AGREEMENT NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CONTRACT APPROVAL: \_\_\_\_\_

REPUBLIC SERVICES OF NORTH CAROLINA, LLC DBA GDS - ROBORATION; GDS - CLEVELAND;  
 GDS - ASHEVILLE; GDS - FOREST CITY; GDS - JACKSON  
 HEREINAFTER REFERRED TO AS THE "COMPANY"



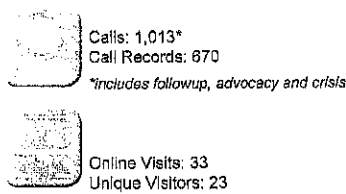


Free • 24/7  
Confidential • Multilingual  
Community Service Information Line

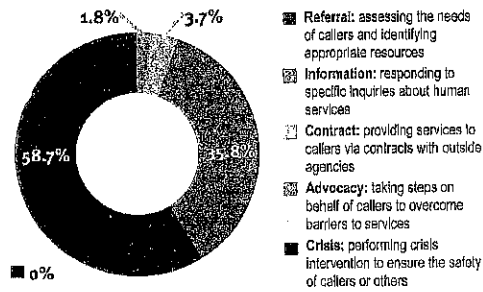
# MADISON COUNTY 2011 RESULTS

## 2011 ANNUAL REPORT • 2-1-1 IN MADISON COUNTY

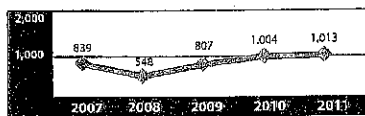
### Volume of Service



### Call Types



### Call Volume Trend



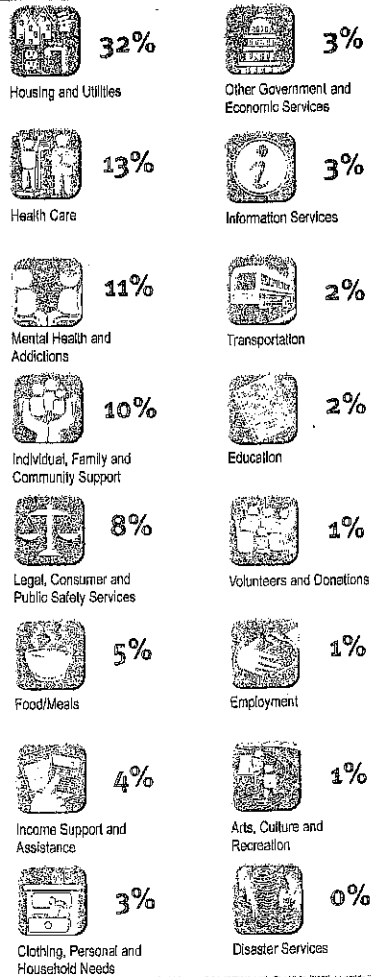
### Top Needs by Financial Request

	Financial	Calls
Utility Service Expense	\$11,501	117
Housing Expense	\$1,700	28
Utility Deposit	\$1074	13
Prescription Expense	\$218	16

### Top Five Unmet Needs

- Utility Service Expense
- Home Rehabilitation Programs
- Automotive Repair
- General Furniture Provision
- Medical Care Expense

### Top Caller Needs



**2-1-1 CALLER STORY** **WHAT 2-1-1 CALLERS ARE SAYING**

"I had no idea there were so many people willing to help. Because of 2-1-1, we're golden." That's what Mr. Taylor said when Keith, a 2-1-1 referral specialist, called to see how things had progressed after their initial contact.

When Mr. Taylor first called 2-1-1, he was unable to work due to a health crisis. He, his wife and three children had been staying with friends for the past six months. The landlord had discovered them, and the Taylors were forced to leave.

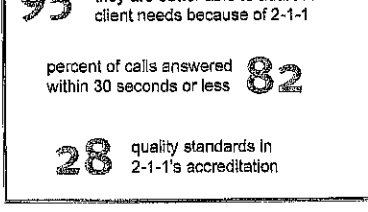
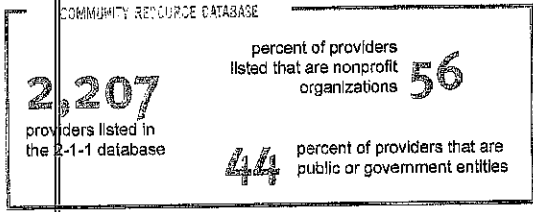
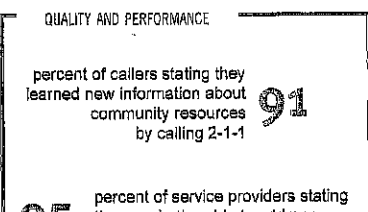
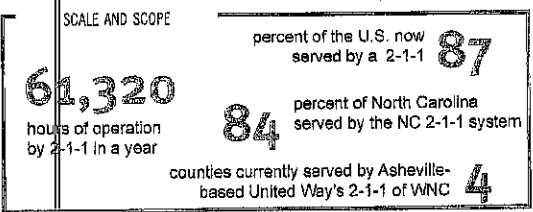
Facing homelessness, the Taylors needed a number of resources to get on their feet. Keith connected them to housing programs, transportation assistance so his wife could look for work, food assistance, and rent and utility assistance for the new home. At the time of follow up, they had lined up assistance to move into their new apartment and had even connected friends to resources they didn't know existed before calling 2-1-1.

If the backbone of our service is our comprehensive database and wide array of technological avenues to connect to it, then the heart is the human connections we develop through our caring, highly trained, referral specialists.

We asked our callers what they thought of 2-1-1, and here's what they said:

- 2-1-1...**
- points me in the right direction.
  - has that personal touch.
  - helps me find the resources I need.
  - has the latest information.
  - provides options for finding help.
  - is the place to turn when searching for services.

**SCALE AND SCOPE** **QUALITY AND PERFORMANCE**



**CONNECT WITH 2-1-1**

2-1-1 1-866-401-6342

211wnc.org 211info@unitedwayabc.org

Get the NC211 iPhone App, scan the code:

facebook.com/211wnc twitter.com/211wnc flickr.com/unitedwayabc





Agreement Number \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

Between the  
**UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE**  
And the  
**NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND  
CONSUMER SERVICES - DIVISION OF SOIL AND WATER  
CONSERVATION**  
and  
**THE MADISON SOIL AND WATER CONSERVATION DISTRICT**  
and  
**MADISON COUNTY, NORTH CAROLINA**

For their Cooperation in the  
Conservation of Natural Resources

**BACKGROUND STATEMENT AND PURPOSE**

THIS AGREEMENT is between the Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture (USDA), the North Carolina Department of Agriculture and Consumer Services - Division of Soil and Water Conservation (DSWC) an agency of the State of North Carolina, the Madison Soil and Water Conservation District (SWCD) and Madison County collectively referred to as the parties, to clearly define the roles and responsibilities of the parties.

The purpose of this agreement is to supplement the Cooperative Working Agreement between the USDA-Natural Resources Conservation Service, North Carolina Department of Agriculture and Consumer Services, North Carolina Soil and Water Conservation Commission, and Madison Soil and Water Conservation District. This operational agreement documents those areas of common interest of the federal, state and local partnership in natural resources conservation.

The parties mutually agree to provide leadership in natural resources conservation. The parties pledge to work together by advancing and practicing teamwork, including input in the decision making process; communicating, coordinating, and cooperating; promoting mutual respect, and sharing leadership, ownership, credit and responsibility.

**AUTHORITIES, STATUTES, LAWS**

NRCS is authorized to cooperate and furnish assistance to the parties in the conservation of natural resources as referenced in the Soil Conservation and Domestic Allotment Act, 16 U.S.C. 590; The Department of Agriculture Reorganization Act of 1994, Public Law 103-354; and Secretary's Memorandum No. 1010-1, Reorganization of the Department of Agriculture, dated October 20, 1994.

Agreement Number \_\_\_\_\_

SWCD is authorized to enter into this agreement by North Carolina General Statutes §139-4 and §143B-294 - §143B-297.

The District authority is defined in Soil Conservation Districts Law, General Statutes of North Carolina §139-1 - §139-47.

The county is authorized to enter into this agreement by North Carolina General Statute §153A-11 and §160A-461 - §160A-464.

#### ROLES AND RESPONSIBILITIES:

#### CONSERVATION PROGRAM IMPLEMENTATION

The parties recognize the natural resources conservation program as a unique blend of voluntary conservation initiatives and federal, state, and local mandates. Together these address a variety of natural resource, environmental, and educational issues. The parties agree to jointly commit their program authorities and financial and human resources to cooperatively implement a unified natural resources conservation program in areas of mutual concern. The implementation of all programs will be done in accordance with program policy and procedure developed for that specific program – whether federal, state, or local.

Inventories and Data Sharing: The parties agree to identify, define, and coordinate the collection and use of natural resource and other data needed to support the delivery of local, state and federal conservation program benefits. The parties will cooperate in maintaining data to assure that it supports the mutual needs of the parties for resource planning and evaluation. The parties further agree that gathered data will be mutually shared and used in support of conservation program implementation as needed to facilitate implementation of the programs shown in Attachment A. The use and disclosure of information will be consistent with the guidelines provided in the Records, Facilities, and Equipment section of this agreement. Both NRCS and SWCD employees in the office will maintain adequate knowledge of available conservation programs in order to provide basic customer service including, but not limited to:

1. Providing basic information about program requirements and signup periods
2. Helping a customer complete a program application
3. Interviewing the customer to determine resource concerns and conservation issues
4. Gathering of farm data to support development of a conservation plan
5. Developing a conservation plan

Setting Program Priorities: The parties agree to implement the conservation program based on mutually developed priorities while recognizing individual responsibilities for federal, state, or local mandates. The parties further agree to annually re-evaluate established priorities and adjust as warranted. SWCD Board has responsibility to organize local work groups to assess resource conditions and establish local priorities, and develop a single SWCD/NRCS partnership plan of work each fiscal year (July 01-June 30). Specifically, NRCS employees will first address workload associated with Federal conservation programs, NRCS priorities, and required NRCS administrative procedures. As time is available, NRCS employees will assist with the North Carolina Agriculture Cost Share Program (NCACSP) and other District priorities. Likewise, District staff will first address workload associated with the NCACSP, District priorities, and required District administrative procedures. As time is available, District staff will assist with federal conservation programs and other NRCS priorities.

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**Programs to be Implemented:** The parties agree to use federal, state, and local programs in a complimentary fashion to address local priorities and concerns. Attachment A includes a list of programs that will be utilized to address priorities and concerns. Employees from both agencies will work across program lines to assure efficient and effective customer service.

**Marketing:** The parties agree to conduct a common effort to inform the public of program opportunities and benefits. This information will be provided to the appropriate media concerning district activities and programs. See Attachment A for a marketing profile and a summary of media outlets.

#### **TECHNICAL STANDARDS AND JOB APPROVAL AUTHORITY**

The parties agree to utilize the NRCS Field Office Technical Guide or Soil and Water Conservation Commission adopted standards as the minimum technical standards for conservation program implementation in areas of mutual concern. The parties may utilize more stringent standards when necessary to comply with locally enacted laws or ordinances. The NRCS will be the lead agency in the development, maintenance, and interpretation of the Field Office Technical Guide. When program contracts are developed, the District and NRCS employees in the office will provide conservation planning assistance that meets NRCS planning policy. At a minimum, the conservation planning will encompass the field or fields impacted by the cost-shared conservation practice.

The parties agree that their respective employees will provide technical assistance based on assigned conservation practice job approval authority which is based on acquired knowledge, skills, and demonstrated ability and within applicable laws, regulations, and guidelines. Conservation practice job approval authority will be determined and documented according to NRCS National Engineering Manual, Part 501 and in accordance with the NC NRCS policy and procedures regarding job approval authority. Job approval authority for District employees for non agricultural practices will be determined and documented by the N.C. Soil and Water Conservation Commission pursuant to NCAC 15A 06F.0105(c)(3). Each technical employee in the office will acquire the necessary skills to qualify for job approval authority for the routinely used engineering and non-engineering conservation practices prevalent in the county. Both District and NRCS employees will attend available training sessions to maintain their knowledge, skills, and abilities related to conservation planning and practice design, layout, checkout, and certification.

#### **PERSONNEL AND FISCAL MANAGEMENT**

The parties recognize that natural resources conservation programs are delivered through an intergovernmental system, in which federal, state, and local governments work together.

The parties will work together to provide staffing and fiscal resources commensurate with workload, priorities, allocated funding, and expertise necessary to deliver a balanced and diversified conservation program. Staffing will be a mix of employees provided by federal, state, county, and district resources. There are certain authorities delegated to specific staff as follows:

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Department Head (cannot be a NRCS employee)

The parties jointly agree that Bailey Mundy will serve as the Department Head. The Department Head will represent the District and its employees at county meetings, conferences, and appropriate functions.

Personnel Management

The management of personnel will be as follows:

- a) Hiring and dismissal of district employees will be in accordance with county personnel policies or district policy when employees are not employed by the county.
- b) The management of NRCS personnel is the responsibility of NRCS.
- c) The management of county employees is the responsibility of the **Madison District Board of Supervisors**. In the interest of facilitating these responsibilities, the District Conservationist is delegated the authority for:
  - 1) Technical oversight
    - a. As a condition of assigning Job Approval Authority for agricultural practices to District employees, NRCS must periodically review the technical work of these employees to assure adherence to planning and design standards and policy. The DC is assigned as the NRCS representative to provide this oversight. NRCS Area personnel will also periodically review the technical work of both NRCS and District employees in the office.
  - 2) Delivery of employee technical training and development
- d) The Department Head will make recommendations to the Madison District Board of Supervisors regarding the following in accordance with county government policy:
  - 1) Recruitment and hiring of district employees
  - 2) Employee performance evaluation, including awards, disciplinary actions, and separation
  - 3) Leave coordination and approval
  - 4) Certification of Time and Attendance reports
  - 5) Determination and approval of training requiring expenditure of district funds
  - 6) For counties with technicians cost shared through the state's Cost Share Programs, responsibility for documenting 2080 hours for each funded position spent per year on non-point source pollution control issues by office staff.

In the event that a county employee feels aggrieved, their recourse is according to county government personnel policy. The parties agree to work cooperatively to resolve employee grievances.

Hiring, supervision, development, evaluation and dismissal of county employees will be done in accordance with applicable law and county personnel policies.

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**Fiscal Management**

The parties will work together to maximize available resources and actively seek funding to accomplish natural resource priorities and programs.

Each party is responsible for its own fiscal resources to include equipment, supplies, and accounts.

The Department Head and Administrative Assistant will actively assist the district with the following:

- 1) Development of operating budgets
- 2) Tracking of expenditures for maintaining funding accountability
- 3) Making recommendations regarding expenditure of funds and purchases

**TECHNICAL AND ADMINISTRATIVE CONTACTS**

NRCS	Technical
<b>Name:</b>	Kara Cassels
<b>Title:</b>	District Conservationist
<b>Address:</b>	589 Raccoon Road, Suite 203 Waynesville, NC 28786
<b>Phone No.</b>	(828) 456-5132
<b>Fax No.</b>	(828) 452-7031
<b>E-mail:</b>	kara.cassels@nc.usda.gov

NRCS	Administrative
<b>Name:</b>	M. Alan Walker
<b>Title:</b>	ASTC - Field Operations
<b>Address:</b>	589 Raccoon Rd, Suite 246 Waynesville, NC 28786
<b>Phone No.</b>	(828) 456-6341 Ext. 5
<b>Fax No.</b>	(828) 452-7031
<b>E-mail:</b>	alan.walker@nc.usda.gov

SWCD	Technical
<b>Name:</b>	Bailey Mundy
<b>Title:</b>	Soil Conservationist
<b>Address:</b>	4388 US Hwy 25/70, Marshall
<b>Phone No.</b>	(828) 649-9099
<b>Fax No.</b>	(828) 649-3124
<b>E-mail:</b>	bmundy@madisoncountync.org

SWCD	Administrative/Technical
<b>Name:</b>	Sara Nichols
<b>Title:</b>	Soil Conservationist
<b>Address:</b>	4388 US Hwy 25/70, Marshall
<b>Phone No.</b>	(828) 649-9099
<b>Fax No.</b>	(828) 649-3124
<b>E-mail:</b>	sara.nichols@nc.nacdn.net

**RECORDS, FACILITIES, AND EQUIPMENT**

The parties will work together to provide office space, vehicles, and equipment within funding limits, operating guidelines, authorities, federal and state laws, and local ordinances. Any and all parties may negotiate formal agreements when financial reimbursement for use of office space, vehicles or other equipment/facilities is required. Specifically, the following is mutually agreeable:

- 1) **Vehicles:** The County will provide transportation, either a vehicle or mileage reimbursement, for District employees. NRCS will provide a vehicle for the NRCS employee(s). District personnel with NRCS approval to operate government vehicles may use the federal vehicle for promoting conservation programs, commensurate with the NRCS mission and priorities, when it is not needed by NRCS personnel. District personnel operating a federal government vehicle must provide proof of liability insurance.
- 2) **Office Space:** The signatories will work cooperatively to provide office space for the District and NRCS employees at the USDA Service Center. Costs associated with office space will be addressed in separate lease documents.

The parties will agree on the maintenance, update, and disposition of relevant records. Access to records will be governed by Section 1619 of the Food, Conservation, and Energy Act of 2008, the Federal Freedom of Information Act (FOIA) and/or the North Carolina Public Records Law depending on whether the record is a federal record or a state/local record. Each party accepts responsibility for any security breach caused by their employee(s). District personnel with access to federal records, either electronic or hard copies, will complete the required annual security training, conducted through NRCS.

All parties agree to protect personally identifiable and/or confidential information from customers and employees by securing this information in locked file cabinets. When the information is being used and not in a locked cabinet, the employees will keep it with them personally (folder, memory storage device) to avoid improper disclosure or loss of the data. Personally identifiable and/or confidential information will only be used for authorized purposes.

#### **FEE FOR SERVICES**

The parties recognize that nonfederal signatories may establish procedures to collect fees, where permissible, for delivery of such services which are not provided through federal financial or technical assistance.

From time to time the Madison Soil and Water Conservation District may

- sell materials (i.e. native species plants)
- solicit sponsorship for special events, or community/educational workshops
- general fundraising

#### **ACCOUNTABILITY**

The parties agree to cooperatively develop and utilize natural resource databases to measure effectiveness in program delivery and customer satisfaction. The District will provide a copy of its Annual Report by September 1 and Plan of Operations by July 31 to the other signatories of this agreement. The District will also provide a copy of their Long Range Plan which, at no time, will be in excess of five years old.

#### **SCOPE OF AGREEMENT**

This agreement covers the basic operating understanding between all parties. Authority to carry out specific projects or activities, transfer of funds, or acquisition of services or property, will be established under separate agreement. The parties agree that contracts, memorandums of understanding, and/or additional agreements may be entered into, as needed, to facilitate the implementation of natural resources conservation programs within the conservation districts.

#### **TORT LIABILITY**

The parties will each assume responsibility for the actions of their officials or employees acting within the scope of their employment to the extent provided by federal and state laws and local ordinances.

#### **CIVIL RIGHTS**

The parties recognize the benefit and importance of delivering conservation programs equitably to all customers, having a diverse staff to assist this customer base, and having diversity within the district board. The parties agree to work cooperatively to achieve diversity in all aspects of the conservation program through effective outreach and marketing.

The parties will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, and in accordance with regulations of the USDA Secretary of Agriculture (7CFR-15, Subparts A & B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Agriculture or any agency thereof.

Agreement Number \_\_\_\_\_

**Attachment A**

*The following is a detailed list of Resource Inventories, Programs and Marketing Media used to address local conservation priorities and concerns. The parties agree to utilize these in a complimentary manner, thus maximizing the delivery of conservation benefits to customers and clients. This list is subject to informal changes or updates.*

**RESOURCE INVENTORY & DATA SHARING**

Natural Resource Inventory (FSA, NCACSP, 0.200)  
 River Basin Study Reports  
 Natural Heritage Inventory of Madison County  
 Madison County GIS  
 Madison SWCD Long Range Plan  
 Soil Survey of Madison County  
 Grassland Reserve Program (GRP)

NC Agriculture Cost Share Program (NCACSP)  
 Environmental Quality Incentives Program (EQIP)  
 Forest Land Enhancement Program (FLEP)  
 Wildlife Habitat Incentives Program (WHIP)  
 Toolkit  
 Maps (USGS Topographical, National Wetland Inventory and Flood Insurance Rate Maps.)  
 Historical Aerial Photos

**PROGRAMS****Federally Initiated Programs**

Conservation Technician Assistance (CTA)  
 National Cooperative Soil Survey (NCSS)  
 Small Watershed Program (PL-566)  
 River Basin Surveys & Investigations (RB-09)  
 Resource Conservation & Development (RC&D)  
 Emergency Watershed Program (EWP)  
 Environmental Quality Incentives Program (EQIP)  
 Grassland Reserve Program (GRP)  
 Conservation Stewardship Program (CStP)

Forest Land Enhancement Program (FLEP)  
 Wetland Reserve Program (WRP)  
 Wildlife Habitat Incentives Program (WHIP)  
 Conservation Reserve Program (CRP / CREP)  
 Emergency Conservation Program (ECP)  
 NC Partners for Wildlife  
 Farmland Protection  
 319 Funds  
 Other Farm Bill authorized conservation programs

**North Carolina Initiated State Programs**

NC Agriculture Cost Share Program (NCACSP) – DSWC  
 Erosion and Sedimentation Control – Urban Areas  
 Site Plan Reviews – Non Ag. Developments  
 Stewardship Incentive Program (SIP) – NCFS  
 Confined Animal Permits – NCDENR  
 Farmland Protection  
 NC-Wetland Restoration Program (NC-WRP)  
 NC Agriculture Water Resources Assistance Program (AgWRAF) - DSWC

Community Conservation Assistance Program (CCAP)  
 Clean Water Management Trust Fund  
 Wildlife Biology Technical Assistance–NCWRC  
 Wildlife Restoration Committee  
 State non-discharge rules (0.100, 0.2H200 & 0.2T)

Forest Development Plan (FDP) – NCFS  
 North Carolina Environmental Education Plan  
 North Carolina Big Sweep

**Locally Initiated Programs**

Farmland Preservation  
 Erosion and Sedimentation Control – Urban Areas  
 Site Plan Reviews – Non Ag. Developments  
 Environmental Education  
 Awards and Recognition Program

Open Spaces Institute Advisory Board

**MARKETING MEDIA**

- Newsletters (SWCD, FSA, CES, Country Intranet)  
 - Private Schools  
 - Public Schools  
 - Church Newsletters  
 - Local Government payrolls and billings

- Regional Chamber of Commerce  
 - Community College  
 - Internet Web Pages (State, County, SWCD)  
 - 4-H Groups  
 - Local Broadcasting (TV, Radio, Cable)

Agreement Number \_\_\_\_\_

**REVIEW/MODIFICATION/TERMINATION**

This agreement will be reviewed annually and, unless amended, shall be in effect for a period not to exceed five (5) years from the date of final signature. The agreement can be modified or terminated at any time by mutual consent of all parties or can be terminated by any party by giving 60 days written notice to the other parties.

UNITED STATES DEPARTMENT OF  
AGRICULTURE NATURAL RESOURCES  
CONSERVATION SERVICE

By: \_\_\_\_\_  
State Conservationist

NCDA&CS-DIVISION OF SOIL AND  
WATER CONSERVATION

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

MADISON SOIL AND WATER  
CONSERVATION DISTRICT

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

MADISON COUNTY

By: \_\_\_\_\_  
Debbie Ponder, Chair  
Madison County Board of Commissioners

Attest to:

\_\_\_\_\_  
Larry Leake, Clerk



## STATE OF NORTH CAROLINA

MEMORANDUM OF UNDERSTANDING

## COUNTY OF MADISON

**THIS MEMORANDUM OF UNDERSTANDING** is made this \_\_\_\_ day of March, 2012, by and between Buncombe County, through the Buncombe County Health Department (hereinafter referred to as "BC") and Madison County, through the Madison County Health Department (hereinafter referred to as "MC").

**WHEREAS**, the State of North Carolina through the Buncombe County Health Department is responsible for enforcing State rules and regulations in regards to septic systems within Buncombe County; and

**WHEREAS**, the State of North Carolina through the Madison County Health Department is responsible for enforcing State rules and regulations in regards to septic system within Madison County; and

**WHEREAS**, both local health directors have appointed environmental health specialists (herein "Specialist") to perform inspections related function for septic systems in their respective counties; and

**WHEREAS**, between the dates of March <sup>13</sup>~~20~~, 2012 through March <sup>30</sup>~~27~~, 2012, Madison County will be without a Specialist to perform the necessary septic inspections and address septic systems issues that arise within Madison County; and

**WHEREAS**, MC has requested assistance from BC and BC has agreed to provide assistance to MC for the aforementioned period subject to the terms of this MOU.

**NOW THEREFORE**, BC and MC agree to the following terms:

1. Buncombe County's responsibilities:

- a. From March 20, 2012 through March <sup>30</sup>~~27~~, 2012, upon request from the MC Health Director or his/her designee, BC shall make available to MC, a Specialist to perform final septic system and final well inspections and respond to failing septic system complaints in MC on an hourly basis (herein "Work"). BC Shall provide this employee to MC unless there is an emergency situation in BC.
- b. BC shall provide transportation for the Specialist from BC to MC base of operation and back to BC.
- c. Any corrective action arising out of the Work of the Specialist will remain the responsibility of BC.

d. For personnel and administrative purposes, the Specialist shall remain under the authority and control of BC, and shall be entitled to Worker's Compensation and other benefits to which he or she would normally be entitled were he or she not temporarily assigned.

e. The Specialist shall be required to keep written time records while performing services for MC. BC shall submit said time records to MC for payment in the timely manner.

f. BC shall be responsible for any liability incurred by the Specialist traveling to and from BC and the MC base of operation.

2. Madison County's responsibilities:

a. While performing the Work under this MOU, the Specialist shall be subject to the temporary command of the MC Health Director or his/her designee.

b. MC shall provide the Specialist with a vehicle and any necessary equipment to perform the Work in MC.

c. MC shall reimburse BC \$34.16 per hour that the Specialist is performing the Work for MC including travel time from BC to MC and back to BC. MC shall also reimburse BC \$0.35 per mile for vehicle expenses from traveling from BC to the MC base of operation and back to BC.

d. MC shall insure that the Specialist is appointed as a temporary environmental health specialist in MC and execute all necessary documents required by the State of North Carolina to perform the Work in MC.

e. MC specifically covenants and agrees to assume liability for any act or omission which was committed by, or was the responsibility of, the Specialist while performing the Work, except as otherwise provided for in this Memorandum. MC further agrees to hold harmless and indemnify BC and the Specialist in his or her individual capacity for any damages or costs, including attorney's fees, incurred by BC or the Specialist in this regard while performing the work. The provisions of this paragraph regarding indemnity shall not apply to any whose officers are employees of the sovereign State of North Carolina and covered by the Tort Claims Act. This provision also shall not constitute a waiver of governmental immunity, if applicable, to MC or BC. This provision shall not be applicable to the Specialist in his or her individual capacity should the Specialist commit an intentional tort and/or engage in willful and wanton conduct while on temporary assignment.

f. MC agrees to hold harmless and indemnify BC and the Specialist in his or her individual capacity for any damages or injury to the property of MC incurred in the course and scope of performing the Work. This shall not be applicable to the Specialist in his or her individual capacity for any willful and wanton acts committed by the Specialist. This provision also shall not constitute a waiver of governmental immunity, if applicable, to MC or BC.

g. Should the Specialist incur a compensable worker's compensation injury while performing the Work in MC, MC agrees to indemnify BC for the costs of said worker's compensation claim resulting from an injury that occurs while on temporary assignment in MC. This provision does not apply to any injury incurred while the Specialist is commuting to the Madison County base of operation and returned back to BC from the temporary assignment.

3. Other Provisions:

a. Both parties have authority from the State and governing bodies to enter into this MOU.

b. The term of this MOU is from March <sup>13</sup> 20, 2012 through March <sup>30th</sup> 27, 2012.

c. Either party may terminate this MOU upon written notice to the parties local Health Director.

**BUNCOMBE COUNTY**

By: \_\_\_\_\_  
County Manager

By: \_\_\_\_\_  
Buncombe County Health Director

**MADISON COUNTY**

By: \_\_\_\_\_  
Debbie Ponder, Chair  
Madison County Board of Commissioners

Attest to:

\_\_\_\_\_  
Larry Leake, Clerk

Madison County  
Board of Commissioners

Budget Amendment #08

12-Mar-12

Description	Line Item	Debit	Credit
<b>Inspections</b>			
Zoning Fees	R-10.3435.4110		\$ 1,075.00
<b>Elections</b>			
Filing Fees	R-10.3417.4900	\$ 491.00	
Voter Registration List	R-10.3417.8920		\$ 790.00
<b>Transportation</b>			
BHTAP	R-10.3452.8470		\$ 12,861.00
General Public Assist	R-10.3452.8490		\$ 14,611.00
<b>Cooperative Extension</b>			
2009 Specialty Crop	R-10.3480.6100		\$ 29,000.00
<b>Forest Service Timber Sales</b>			
National Timber Receipts	R-10.3313.2400	\$ 6,890.00	
National Timber Receipts	R-10.3313.2500	\$ 1,219.00	
<b>Medicaid</b>			
Hold Harmless Tax Distribution	R-10.3520.3300		\$ 47,329.00
<b>Sales Tax</b>			
3rd 1/2 Cent Sales Tax	R-10.3232.3115	\$ 35,000.00	
<b>Sheriff's Fees</b>			
Housing of Federal Inmates	R-10.3431.2100	\$ 46,000.00	
Transport of Federal Inmates	R-10.3431.2200	\$ 5,081.00	

**Finance**

TDA Administration Funds	R-10.3835.4804	\$	2,000.00
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**Governing Body**

Miscellaneous Service	E-10.4110.3990	\$	1,000.00
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**Finance Office**

Professional Services	E-10.4130.1910	\$	7,500.00
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**Court Facilities**

Rent - Magistrate's Office	E-10.4160.4130	\$	5,145.00
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**Planning & Development**

Mars Hill College	R-10.3835.4850	\$	32,483.00
Professional Services	E-10.4930.1990	\$	32,483.00

**Cooperative Extension Service**

Health Insurance	E-10.4950.1830	\$	6,704.00
4-H Supplies	E-10.4950.6145	\$	2,200.00

**Management Administration**

Blue Ridge Area Foundation	E-10.5211.7050	\$	413.00
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**Social Services**

Salaries	E-10.5310.1210	\$	14,833.00
FICA	E-10.5310.1810	\$	1,938.00
Retirement	E-10.5310.1820	\$	1,073.00
Health Insurance	E-10.5310.1830	\$	2,331.00
Administration	R-10.3531.3300	\$	20,175.00

**Register of Deeds**

Professional Services	E-10.4180.1990	\$	1,760.00
Janitorial Supplies	E-10.4180.2110	\$	212.00
Electricity	E-10.4180.3310	\$	428.00
Children's Trust Fund	E-10.4180.4920	\$	1,260.00
Book Rebinding	E-10.4180.6120	\$	200.00

February 2012 Property R. eases for March 2012 Meeting

NAME	County	Fire	Disposal fee	Late list fee's	Int	TOTALS	REASON
Banks, Frankie			\$190.00			\$190.00	no power for 2 years released per solid waste
C.A.R.S	\$87.50	\$10.94		\$9.84		\$108.28	2011 bill business closed December 2008
C.A.R.S	\$51.00	\$7.00		\$5.80		\$63.80	2009 bill business closed December 2008
C.A.R.S	\$70.00	\$8.75		\$7.88		\$86.63	2010 bill business closed December 2008
Moore, E. Dwayne			\$190.00			\$190.00	2008 bill house is gutted not liveable
Moore, E. Dwayne			\$190.00			\$190.00	2009 bill house is gutted not liveable
Moore, E. Dwayne			\$190.00			\$190.00	2010 bill house is gutted not liveable
Moore, E. Dwayne			\$90.00			\$90.00	2007 bill house is gutted not liveable
Moore, E. Dwayne			\$78.00			\$78.00	2006 bill house is gutted not liveable
Pierce, David	\$2.70	\$0.10		\$0.28		\$3.08	2011 bill sold all property this shouldn't have been relisted
Pierce, David	\$2.91	\$0.10		\$0.30		\$3.31	2010 bill sold all property this shouldn't have been relisted
Pierce, David	\$2.85	\$0.11		\$0.30		\$3.26	2009 bill sold all property this shouldn't have been relisted
Pierce, David	\$2.85	\$0.11		\$0.30		\$3.26	2008 bill sold all property this shouldn't have been relisted
Pierce, David	\$2.85	\$0.11		\$0.30		\$3.26	2007 bill sold all property this shouldn't have been relisted
Pierce, David	\$2.85	\$0.11		\$0.29		\$3.14	2006 bill sold all property this shouldn't have been relisted
Pierce, David	\$2.85	\$0.11		\$0.29		\$3.14	2005 bill sold all property this shouldn't have been relisted
Treadway, David			\$190.00			\$190.00	per solid waste released permantly
Treadway, David			\$190.00			\$190.00	no water or electric released per solid waste
<b>TOTALS</b>	\$228.36	\$27.22	\$1,488.00	\$25.58	\$0.00	\$1,779.16	

February 2012 Vehicle Releases for March 2012 Meeting

NAME	County	City	Fire	Interest	TOTALS	REASON
Ballard, Timmy	\$10.99		\$0.98		\$11.97	2011 bill turned tag in with time remaining per collections
Bell, Dianna	\$17.80		\$0.70		\$18.50	2011 bill turned tag in with time remaining per collections
Binder, Donald	\$4.31				\$4.31	released bill to Yancey County
Binder, Donald	\$3.75		\$0.60		\$4.35	released bill to Yancey County
Brown, Lloyd	\$47.99		\$6.86		\$54.85	released bill to Buncombe County
Bullman, Jimmy	\$47.98		\$8.58		\$56.54	2012 bill turned tag in with time remaining per collections
Cathy, Joseph	\$58.32		\$2.07		\$60.39	2011 bill turned tag in with time remaining per collections
Cathy, Joseph	\$37.30		\$1.30		\$38.60	2012 bill turned tag in with time remaining per collections
Chandler, Ricky	\$2.87		\$0.49		\$3.36	2010 bill turned tag in with time remaining per collections
Chandler, Ricky	\$5.73		\$0.81		\$6.54	2011 bill turned tag in with time remaining per collections
Coates, Kimberly	\$28.98		\$4.14		\$33.12	2011 bill turned tag in with time remaining per collections
Edwards, Jamie	\$46.32	\$38.88			\$85.20	2011 bill turned tag in with time remaining per collections
Fenwick, Carmen	\$46.60		\$4.20		\$50.80	2012 bill turned tag in with time remaining per collections
Figueroa, Ariana	\$6.12		\$0.54		\$6.66	2011 bill turned tag in with time remaining per collections
Fore, Sondra	\$14.11		\$1.26		\$15.37	paid bill under acct 2011-09-01224
Frasure, Michael	\$1.02		\$0.14		\$1.16	2011 bill turned tag in with time remaining per collections
Goforth, Conley	\$30.70		\$0.24		\$30.94	2011 bill turned tag in with time remaining per collections
Gosnell, Eual	\$6.66		\$0.24		\$6.90	2011 bill turned tag in with time remaining per collections
Haynie, Tonya	\$70.45		\$10.06		\$80.51	paid under acct 2011-09-01900
Hensley, Teresa	\$14.35		\$2.31		\$16.66	2011 bill turned tag in with time remaining per collections
Hoscheit, Hyunum	\$22.37				\$22.37	not in city limits
Howell, Angela	\$164.42		\$23.49		\$187.91	released bill to Buncombe County
Jenkins, Jackie	\$8.76		\$1.56		\$10.32	2011 bill turned tag in with time remaining per collections
Kanarr, Marilyn	\$19.84		\$1.80		\$21.64	2011 bill turned tag in with time remaining per collections
Kent, Lonnie	\$1.48				\$1.48	2011 bill turned tag in with time remaining per collections
King, Lattie	\$36.72				\$36.72	2010 bill turned tag in with time remaining per collections
King, Lattie	\$17.08				\$17.08	2011 bill turned tag in with time remaining per collections
Kline, Dennis	\$18.51		\$2.90		\$21.41	taxpayer deceased released per collections
Kline, Dennis	\$3.37				\$3.37	taxpayer deceased released per collections
Norton, Elymous	\$6.10		\$0.88		\$6.98	2011 bill turned tag in with time remaining per collections
Norton, Harry	\$7.29		\$0.26		\$7.55	2011 bill turned tag in with time remaining per collections
Norton, Harry	\$8.03		\$0.29		\$8.32	2011 bill turned tag in with time remaining per collections
O'Sullivan, Della		\$8.87			\$8.87	not in city limits lives at 59 Janes Valley
Parvin, Caria	\$10.86				\$10.86	not in city limits
Plemmons, April	\$11.20		\$1.60		\$12.80	adjusted value per TEC Data for high mileage
Powell, Gregory		\$45.03			\$45.03	not in city limits

February 2012 Vehicle Re...ses for March 2012 Meeting

NAME	County	City	Fire	Disposal fee	Late list fee's	TOTALS	REASON
Price, Melissa			\$13.86		\$1.95	\$15.61	2011 bill turned tag in with time remaining per collections
Reeves, Margaret			\$11.20			\$11.20	2012 bill turned tag in with time remaining per collections
Rice, Shane			\$60.37			\$60.37	not in city limits
Riverside Stump Dum			\$122.58			\$122.58	2011 bill turned tag in with time remaining per collections
Shelton, Jerry			\$44.24		\$1.58	\$45.82	3 month tag paid bill under acct 2011-07-01770
Shelton, Jerry			\$38.64		\$1.39	\$40.02	3 month tag paid bill under acct 2011-07-00699
Shelton, Sherry			\$8.12		\$0.28	\$8.40	2011 bill turned tag in with time remaining per collections
Shelton, Sherry			\$3.48		\$0.12	\$3.60	2011 bill turned tag in with time remaining per collections
Waldrup, Justin			\$7.20		\$0.72	\$7.92	2010 bill turned tag in with time remaining per collections
Wheeler, Ernest			\$13.69		\$1.22	\$14.91	adjusted value to correct value based on being 16ft
Worley, Gregg			\$38.64		\$1.38	\$40.02	3 month tag paid under acct 2011-06-00118
<b>TOTALS</b>			\$1,106.38	\$186.38	\$66.69	\$0.00	\$1,379.45

February 2012 Re... for March 2012 Meeting

NAME	County	City	Fire	Disposal fee	Late list fee's	TOTALS	REASON
Gregory, O.A				\$207.00		\$207.00	there was a disposal bill on a warehouse but it's all part of 1 business
Ramsey, Garrett				\$190.00		\$190.00	no water to home released per solid waste
Schieber, Thomas			\$17.10			\$398.62	2011 bill was charged for a shop that's not theirs
Schieber, Thomas			\$17.10			\$398.62	2010 bill was charged for a shop that's not theirs
Schieber, Thomas			\$17.10			\$398.62	2009 bill was charged for a shop that's not theirs
Schieber, Thomas			\$17.10			\$398.62	2008 bill was charged for a shop that's not theirs
Schieber, Thomas			\$17.10			\$398.62	2007 bill was charged for a shop that's not theirs
Thorp, Kenneth				\$190.00		\$190.00	per solid waste released on 1972 SWMH
Treadway, Shirley			\$53.40			\$53.40	2007 bill should not have been charged for a fire district
Treadway, Shirley			\$201.65			\$201.65	2007 bill should not have been charged for a fire district
Treadway, Shirley			\$201.65			\$201.65	2008 bill should not have been charged for a fire district
Treadway, Shirley			\$53.40			\$53.40	2008 bill should not have been charged for a fire district
Treadway, Shirley			\$201.78			\$201.78	2009 bill should not have been charged for a fire district
Treadway, Shirley			\$33.40			\$33.40	2009 bill should not have been charged for a fire district
Treadway, Shirley			\$201.72			\$201.72	2010 bill should not have been charged for a fire district
Treadway, Shirley			\$33.40			\$33.40	2010 bill should not have been charged for a fire district
Treadway, Shirley			\$201.65			\$201.65	2011 bill should not have been charged for a fire district
Treadway, Shirley			\$33.40			\$33.40	2011 bill should not have been charged for a fire district
<b>TOTALS</b>	\$906.30	\$0.00	\$1,261.35	\$1,437.00	\$0.00	\$0.00	\$5,604.65