

State of North Carolina

Minutes

County of Madison

The Madison County Board of Commissioners met in regular session on Tuesday, July 13, 2021 at 7:00 p.m. at the North Carolina Cooperative Extension-Madison County Center located at 258 Carolina Lane, Marshall, North Carolina.

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

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

**Agenda Item 1: Agenda Approval**

Upon motion by Commissioner Gentry and second by Vice-Chairman Goforth, the Board voted unanimously to approve the agenda as posted.

**Agenda Item 2: Approval of June 3, 2021 (Special) Minutes; June 8, 2021 (Regular) Minutes; June 29, 2021 (Special) Minutes**

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

**Agenda Item 3: Public Comment**

Rick Allen-Mr. Allen spoke regarding the Solid Waste Availability Fee.

Stephanie Phillips-Ms. Phillips spoke regarding information for the County, development, and infrastructure.

Carl Batchelder-Mr. Batchelder spoke regarding County Comprehensive Planning.  
(Attachment 3.1)

**Agenda Item 4: Angela Garner, Vaya Health**

Ms. Garner presented a powerpoint presentation and discussed information regarding an overview of Vaya Health as well as answered questions from Board members. Information discussed included Medicaid transformation, mental health services, functions of Vaya Health, and health plans that are offered through the state.

**Agenda Item 5: Louis Roberts, Emergency Management Coordinator**

Mr. Roberts presented and discussed information regarding the proposed Regional Hazard Mitigation Plan for Buncombe and Madison Counties as well as answered questions from Board members.

### **Agenda Item 6: Brooke Ledford, Human Resources Director**

Ms. Ledford presented and discussed information regarding the proposed contract renewal for the County Employee Assistance Network Plan as well as answered questions from Board members who discussed the contract renewal.

Upon motion by Commissioner Gentry and second by Commissioner Garrison, the Board voted unanimously to approve the renewal contract. (Attachment 6.1)

### **Agenda Item 7: Diana Norton, Tax Assessor**

Ms. Norton presented and discussed information regarding tax refunds and releases for the month of June as well as answered questions from Board members who discussed the monthly refunds and releases.

Upon motion by Vice-Chairman Goforth and second by Commissioner Gentry, the Board voted unanimously to approve. (Attachment 7.1)

### **Agenda Item 8: Norris Gentry Commissioner/Interim County Manager**

#### **a. County Manager Update**

Commissioner Gentry turned the floor over to Chairman Snelson who discussed lifesaving CPR equipment that could be utilized by fire departments and emergency personnel in the County. Information included pricing of the equipment, fire departments in the County who do and do not have the equipment, and possible funding sources to assist with securing the equipment. Discussion was had by the Board.

Commissioner Gentry presented and discussed areas that each member of the Board could be utilized to provide support for central administration to assist departments within the County Government.

#### **b. Financial Report**

Commissioner Gentry presented and discussed the June financial report with the Board. Discussion was had by Board members. (Attachment 8.2)

#### **c. Employee Appreciation Event**

Discussion of Item 8c held over.

#### **d. County Comprehensive Plan Request for Proposal Discussion**

Commissioner Gentry presented and discussed information regarding comprehensive and strategic planning for the County as well as the steps needed to move forward with planning and the potential cost. Discussion was had by the Board.

#### **e. Enterprise Funds Fees Discussion**

Commissioner Gentry presented fees owed for the Enterprise Fund and noted that in the absence of council, the discussion should be deferred until the County Attorney is present. Discussion was had by the Board.

**c. Employee Appreciation Event (cont.)**

Commissioner Gentry discussed organizing an employee appreciation event and Human Resources Director Brooke Ledford discussed a previous employee appreciation day which was previously allocated to employees. Discussion was had by the Board.

**f. Property Lease with Madison County School System**

Commissioner Gentry presented and discussed a proposed lease with Madison County Schools for County owned property to be used as a daycare center. Discussion was had by the Board.

Upon motion by Commissioner Wechtel and second by Commissioner Garrison, the Board voted unanimously to approve the lease. Further discussion was had by the Board. (Item 8.6)

**g. County Board Appointments**

Commissioner Gentry presented and discussed vacancies for various County Boards.

Discussion was had regarding vacancies and applicants for the Housing Authority Board. Appointments were postponed pending the receipt of further applications.

Discussion was had regarding vacancies for the Mountain Area Workforce Development Board. Upon motion by Commissioner Wechtel and second by Commissioner Gentry, the Board voted unanimously that Will Hoffman be reappointed to a one year term, Jonathan Szucs be reappointed to a three year term, and Sam Hutchins be reappointed to a two year term to the Mountain Area Workforce Development Board.

Commissioner Wechtel requested consideration to change the August 10, 2021 regularly scheduled Board of Commissioners meeting. Discussion was had by the Board. Upon motion by Commissioner Gentry and second by Chairman Snelson, the Board voted unanimously to adjust the August meeting to 7 p.m. at Ag Extension on the 3<sup>rd</sup> of August, 2021. (Attachment 8.7)

Commissioner Garrison addressed the Board regarding moving forward and the importance of communication with each other as well as addressing issues that are justified in order to serve democratically. Discussion was had by the Board.

**h. Economic Development, i. Personnel, j. Attorney-Client Privilege**

Upon motion by Chairman Goforth and second by Commissioner Gentry with discussion being had by the Board, the Board voted unanimously to enter into closed session for Personnel, Attorney-Client Privilege, and Economic Development pursuant to NCGS 143-318.11 (a) (3) and NCGS 143-318.11 (a) (6) at 8:38 p.m.

Upon motion by Chairman Snelson and second by Commissioner Garrison, the Board voted unanimously to return to open session at 10:19 p.m.

Brooke Ledford, Human Resources Director requested the hire of James Muhligh as a Substitute Circulation Clerk. Upon motion by Commissioner Gentry and second by Commissioner Wechtel, the Board voted unanimously to approve.

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Upon motion by Commissioner Garrison and second by Vice-Chairman Goforth, the Board voted 4-0 to up the Interim County Manager (Norris') pay to \$66,000.00 a year with no benefits and \$600.00 per month expense with Commissioner Gentry abstaining from the vote.

Commissioner Gentry presented information regarding the North Carolina Association of County Commissioners Risk Management Liability Pool for additional insurance coverage. Upon motion by Commissioner Gentry and second by Chairman Snelson with discussion being had by the Board, the Board voted unanimously to accept the recommendation and policy as submitted to us by the North Carolina Association of County Commissioners.

Upon motion by Commissioner Gentry and second by Chairman Snelson, the Board voted unanimously to officially employ Kary Ledford as our Finance Officer.

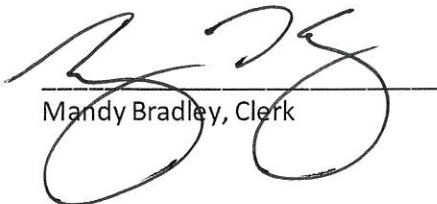
Upon motion by Commissioner Gentry and second by Vice-Chairman Goforth, the Board voted unanimously to adjourn at 10:22 p.m.

This the 13th day of July, 2021.

MADISON COUNTY

  
\_\_\_\_\_  
Mark Snelson, Chairman  
Board of Commissioners

ATTEST:

  
\_\_\_\_\_  
Mandy Bradley, Clerk



# Madison County Commissioners Meeting

## Public Comment

July 13, 2021

7:00pm

North Carolina Cooperative Extension-Madison County Center

3 Minute Time Limit

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

Name	Signature
1. Rick Allen	Rick Allen (SE)
2. Stephanie Phillips	Stephanie Phillips
3. <del>Angela Garner</del>	<del>Angela Garner</del>
4.	
5. CARL BATCHELDER	Carl Batchelder
6.	
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20.	

**EAP  
CONTRACT FOR SERVICES**

**Attachment 6.1**

**MADISON COUNTY GOVERNMENT  
P.O. BOX 579  
MARSHALL, NC 28753**

**THIS CONTRACT** is made and entered into by and between **MADISON COUNTY GOVERNMENT**, hereinafter called **EMPLOYER**, and **EMPLOYEE ASSISTANCE NETWORK**, hereinafter called **CONSULTANT**, this the 1st day of July 2021, for mutual considerations, duties and obligations hereinafter set forth.

**A. OBLIGATIONS AND CONSIDERATIONS:**

1. The **EMPLOYER** agrees to pay the **CONSULTANT** a fee of \$4,560.00 (\$16.00 X 285 employees) for services rendered, and the **CONSULTANT** agrees to provide services hereinafter known as the **EMPLOYEE ASSISTANCE PROGRAM**, a program of services for employees of the **EMPLOYER** experiencing a variety of personal problems. The period of performance for this contract shall be the effective date of the agreement July 1, 2021 through June 30, 2022, with an option to renew for one year, such an option period subject to re-negotiation of the fee amount. Payment of the annual fee will be made on an annual basis to begin at the time of contract execution. In the event payment is not received within thirty (30) days of the due date, a late penalty of 1.5% will be imposed.

**FURTHER:**

2. **EMPLOYER** agrees that certain elements are essential for the successful administration of the program, and that these elements must be initiated, presented, and maintained by **EMPLOYER**. These essential elements are the following:
  - a. Designate a Program Administrator who shall be in charge of day-to-day program operation and who shall act as liaison between **EMPLOYER** and **CONSULTANT**.
  - b. Allow for up to three (3) hours of training for all management and supervisory personnel. The amount of management/supervisory consultation requested of **CONSULTANT** by **EMPLOYER** will be unlimited.
  - c. Allow for and encourage an employee awareness program to include presentations at employee meetings, display of **EMPLOYEE ASSISTANCE PROGRAM** posters in employee lounge areas and distribution of pamphlets (developed by **CONSULTANT**) which will explain the specific services available through the **EMPLOYEE ASSISTANCE NETWORK**. In addition, up to four (4) hours of employee education programs may be requested by **EMPLOYER** and provided by **CONSULTANT** to address a variety of topics based on the interest of employees.
  - d. Facilitate site visits between the Program Administrator and the **CONSULTANT**.
  - e. To provide employee data and statistical information essential for measuring program performance.

3. **CONSULTANT**, in consideration of monies to be received, shall provide services to **EMPLOYER**. These services include, but are not limited to the following:
  - a. Offer knowledge, expertise, and assistance in implementing the policy and procedure in relation to troubled employees.
  - b. Provide upon request of **EMPLOYER** up to three (3) hours of training to all management and supervisory personnel. The amount of consultation will be unlimited. The training and consultation will focus on understanding, identifying and confronting the troubled employee, conducting a motivational interview and using the **MADISON COUNTY GOVERNMENT EMPLOYEE ASSISTANCE PROGRAM**.
  - c. Make regular site visits to **EMPLOYER** to assist the Program Administrator in maintaining a viable **EMPLOYEE ASSISTANCE PROGRAM**.
  - d. Provide technical assistance in the implementation of the employee awareness program that will include presentations at employee meetings to inform all employees of the purposes, benefits, and intentions of the **EMPLOYEE ASSISTANCE PROGRAM** and development of an employee brochure that will explain the specific services available. **CONSULTANT** will provide posters to be displayed in employee lounge areas to further inform employees of the Program. In addition, **CONSULTANT** will provide upon request, up to four (4) hours of employee education programs on a variety of topics based on the interest of employees.
  - e. Provide a program of assessment/referral/problem solving services to all employees referred by **EMPLOYER**, based on the employee's inability to satisfactorily perform his/her job responsibilities. Assessment/referral/problem solving services are also offered to employees and immediate family members who initiate contact on a self-referred basis. Up to five (5) assessment/referral/problem solving sessions will be provided at no cost to the employee and immediate family members. Parents seeking help for a minor child, under age 18, are encouraged to meet with an EAN counselor for guidance, resources and referral information. The exact number of sessions will be determined by the Employee Assistance Network staff, based on the best interest of the employee or family member. There are no limits to the number of requests for assistance per employee or family member provided that the various presenting problems are of a different diagnostic category as determined by the Employee Assistance Network staff. Employees and immediate family members will be seen within three (3) business days of their request. Emergency requests for assistance will be responded to immediately. Referrals generated by the management of **EMPLOYER** will be followed and case managed by **CONSULTANT** for a minimum of twelve (12) months.
  - f. Provide for access of the **EMPLOYEE ASSISTANCE NETWORK** through the maintenance of a twenty-four (24) hour emergency call service.



- g. Maintain a standard of strict confidentiality in the administration and operation of the **EMPLOYEE ASSISTANCE NETWORK** and related services.
- h. Provide annual and quarterly reports on program utilization.

**B. CONTRACT LIMITS, RENEGOTIATIONS AND TERMINATIONS**

- 1. The agreement shall remain in effect from the date of execution through June 30, 2022 renewable on an annual basis, subject to re-negotiation of the fee.
- 2. Notwithstanding the paragraph above, either party may terminate this agreement by giving the other party ninety (90) days prior written notice. In the event any such notice is given, any payment made and unused will be refunded pro-rata to **EMPLOYER**.
- 3. The **CONSULTANT** agrees to indemnify and hold harmless the **EMPLOYER** for damage by reason of death or injury to person or property caused by the negligence or tort of any agent or employee of the **CONSULTANT** when acting within the scope of his or her authority or within the course of his or her duties of employment.
- 4. **CONSULTANT** agrees to maintain general and professional liability insurance in the amount of One Million Dollars (\$1,000,000) per incident; Three Million Dollars (\$3,000,000) per aggregate throughout the life of this agreement.
- 5. **EMPLOYER** agrees to respond to a request by auditors of **CONSULTANT'S** financial records for confirmation of payments made by **EMPLOYER** to **CONSULTANT** under the auspices of this contractual agreement.
- 6. **CONSULTANT** agrees to respond to a request by auditors of **EMPLOYER'S** financial records for confirmation of payments made by **CONSULTANT** to **EMPLOYER** under the auspices of this agreement.
- 7. This agreement contains the entire understanding of the parties and it shall not be altered, amended or modified except by the agreement in writing, properly executed by the duly authorized officials of both parties.

**EMPLOYEE ASSISTANCE NETWORK, INC.**

**MADISON COUNTY GOVERNMENT**

Dawn M. Klug

Dawn M. Klug  
President / Chief Operating Officer

Mark S. Gentry

Norris Gentry, Interim County Manager

Kary Ledford

Kary Ledford, Finance Officer

July 13, 2021

Date

06/29/2021

Date

**CONTRACT ADDENDUM  
FOR CONTRACTS WITH ANY DEPARTMENT OF  
MADISON COUNTY GOVERNMENT**

CONTRACTOR: Employee Assistance Network  
COUNTY DEPARTMENT: Human Resources  
SUBJECT OF CONTRACT: EAP  
DATE/TERM OF CONTRACT: July 13, 2021

**Notwithstanding any provision contained in the above-referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:**

**Non-appropriation clause.** Contractor acknowledges that Madison County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Madison County's obligation under this contract, then this contract shall automatically expire without penalty to Madison County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Madison County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Madison County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Madison County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Madison County upon written notice to Contractor of such limitation or change in Madison County's legal authority.

**Dispute Resolution/Jurisdiction/Venue.** Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Madison County.

**No pledge of taxing authority.** No deficiency judgment may be rendered against Madison County or any agency of Madison County in any action for breach of a contractual obligation under this contract. The taxing power of the Madison County is not pledged directly or indirectly to secure any monies due under this contract.

**No waiver of governmental immunity; Violation of law.** Except for waiver of governmental immunity resulting from the execution of a valid contract, Madison County makes no other

waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Madison County.

**Conflict of interest.** If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Madison County and third parties regarding the subject matter of this Contract or Agreement.

**Acceleration Clause.** To the extent that any provision of the contract contains any acceleration of clause provision, said clause is deemed void and unenforceable.

**Assignment of Rights.** Neither party shall sign its rights under this contract without the express written agreement of the other party.

**Indemnity, Hold Harmless, Assumption of Risk.** To the extent that any provision of the Contract allows for any limitations on the Contractors liability, any waiver in the limits of the County's liability, and/or any hold harmless or indemnification clauses in favor of the Contractor, those provisions are only effective and enforceable in the manner and to the extent provided by NC Law.

**Default and Remedies.** To the extent that any provision of the Contract addresses default and remedies, then those provisions are stricken in their entirety and are replaced with the following: "County and Contractor, in the event of default, shall have as remedies only those remedies provided by law relative to units of local government in the state of NC."

**Compliance with E-Verify requirements.** As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the County utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.

For the CONTRACTOR: \_\_\_\_\_

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

For MADISON COUNTY Mauld Swilson

Title: Chairman, BOC

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

By: Kary Leaford  
Madison County Finance Officer

Report Parameters:

Release Date Start: 6/1/2021 Release Date End: 6/30/2021  
 Tax District: ALL  
 Default Sort-By: Bill #, Taxpayer Name, Release Date, Billing Date, Operator ID, Release Amount  
 Grouping: No Grouping

I #	Taxpayer Name	Bill Date	Release Reason	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after
00000910-2020-2020-0000-00-REG	ROBERTS, FRANK	9/21/2020	Landfill error	DIANA	6/14/2021	328.48	180.00	148.48
00001464-2020-2020-0000-00-REG	ROBERTS, FRANK S.	9/21/2020	Landfill error	DIANA	6/14/2021	605.99	207.00	398.99
00002154-2020-2020-0000-00-REG	SHELTON, GERALD	9/21/2020	Landfill error	DIANA	6/14/2021	693.57	360.00	333.57
00007705-2020-2020-0000-00-REG	COATES, J. C.	9/21/2020	Landfill error	DIANA	6/3/2021	1,406.25	180.00	1,226.25
00007740-2018-2018-0000-00-REG	EDWARDS, JO ANN	8/15/2018	Landfill error	DIANA	6/3/2021	280.66	160.00	120.66
00007740-2019-2019-0000-00-REG	EDWARDS, JO ANN	8/28/2019	Landfill error	DIANA	6/3/2021	286.59	160.00	126.59
00007740-2020-2020-0000-00-REG	EDWARDS, JO ANN	9/21/2020	Landfill error	DIANA	6/3/2021	313.19	180.00	133.19
00019554-2020-2020-0000-00-REG	ALLEN, CAMERON S.	9/21/2020	Landfill error	DIANA	6/14/2021	296.06	180.00	116.06
00273550-2008-2008-0000-00-REG	EDWARDS, JO ANN	8/15/2008	Landfill error	DIANA	6/3/2021	290.24	190.00	100.24
00273551-2013-2013-0000-00-REG	EDWARDS, JO ANN	8/15/2013	Landfill error	DIANA	6/3/2021	292.75	180.00	112.75
00273552-2016-2016-0000-00-REG	EDWARDS, JO ANN	8/15/2016	Landfill error	DIANA	6/3/2021	280.66	160.00	120.66
00273553-2003-2003-0000-00-REG	EDWARDS, JO ANN	8/15/2003	Landfill error	DIANA	6/3/2021	114.90	78.00	36.90
00273554-2012-2012-0000-00-REG	EDWARDS, JO ANN	8/15/2012	Landfill error	DIANA	6/3/2021	292.75	180.00	112.75
00273555-2007-2007-0000-00-REG	EDWARDS, JO ANN	8/15/2007	Landfill error	DIANA	6/3/2021	190.24	90.00	100.24
00273556-2015-2015-0000-00-REG	EDWARDS, JO ANN	8/15/2015	Landfill error	DIANA	6/3/2021	280.66	160.00	120.66
00273557-2006-2006-0000-00-REG	EDWARDS, JO ANN	8/15/2006	Landfill error	DIANA	6/3/2021	178.24	78.00	100.24
00273558-2011-2011-0000-00-REG	EDWARDS, JO ANN	8/15/2011	Landfill error	DIANA	6/3/2021	299.19	190.00	109.19
00273560-2009-2009-0000-00-REG	EDWARDS, JO ANN	8/15/2009	Landfill error	DIANA	6/3/2021	290.24	190.00	100.24
00273561-2014-2014-0000-00-REG	EDWARDS, JO ANN	8/15/2014	Landfill error	DIANA	6/3/2021	296.71	180.00	116.71
00273562-2005-2005-0000-00-REG	EDWARDS, JO ANN	8/15/2005	Landfill error	DIANA	6/3/2021	178.24	78.00	100.24
00273563-2010-2010-0000-00-REG	EDWARDS, JO ANN	8/15/2010	Landfill error	DIANA	6/3/2021	299.19	190.00	109.19
00273564-2004-2004-0000-00-REG	EDWARDS, JO ANN	8/15/2004	Landfill error	DIANA	6/3/2021	178.24	78.00	100.24
00273565-2017-2017-0000-00-REG	EDWARDS, JO ANN	8/15/2017	Landfill error	DIANA	6/3/2021	280.66	160.00	120.66
<b>btotat</b>							<b>3,789.00</b>	
<b>tal</b>							<b>3,789.00</b>	

Tax Year	Bill Number	Parcel #	Source Type	Adjustment #	Adjustment %	Adjustment Reason	Date of Adj. Additional Credits	Refund Recipient Name	Refund Address Line 1	Refund Address Line 2	Refund City	Refund State	Refund Zip	Justification	Casa No	Refund Amount (\$)	Exclude Negative Refund	INTEREST (\$)	MADISON Period Refund (\$)	SOLID/WAST of Refund	Firm District	Firm Refund (\$)	
2020	000000413-2020-2020-0000-00	13023	RES	2485		Landfill error	6/5/2021 11:43:27 AM Secondary	BUGNER, TIMOTHY RONALD	1321 WORSLEY GROVE		MANSHALL	NC	28753	MADISON	MADISON	377.27	N	17.27	0.00	360.00		0.00	
2020	000000702-2020-2020-0000-00	9884	RES	2489		Landfill error	6/14/2021 12:11:53 PM Secondary	COATES, J. C.	38 COATES LANE		MANSHALL	NC	28753	MADISON	MADISON	187.65	N	7.65	0.00	180.00		0.00	
2020	000007953-2020-2020-0000-00	9832	RES	2487		Landfill error	6/5/2021 7:21:58 PM Secondary	EDWARDS, JO ANN	P. O. BOX 696		MANSHALL	NC	28753	MADISON	MADISON	25.62	N		0.00	25.62		0.00	
2020	000000613-2020-2020-0000-00	7530	RES	2485		Landfill error	6/5/2021 7:25:08 PM Other Secondary	METCALF, IRI NE	396 IVY RIDGE CHURCH RD		MANSHALL	NC	28754	MADISON	MADISON	372.60	N	12.6	0.00	360.00		0.00	
<b>Subtotal</b>																	<b>943.14</b>		<b>37.52</b>	<b>0.00</b>	<b>935.62</b>		<b>0.00</b>

Authorization

7/1/2021

Date:

We are at 100% of the FY21 budget.

Bank balances at June 30 , 2021 are as follows:

	Unrestricted	Restricted	
General Fund	\$677,558.76		
Debt Service Fund	\$48,526.47		
Capital Outlay Fund	\$326,123.60		
Capital Management	\$11,222,578.24		
Occupancy Tax Fund		\$215,434.96	
Revaluation Fund		\$74,411.00	
Tourism Development		\$870,780.90	
Automation Fund		\$147,159.12	
Drug Seizure Fund		\$13,252.74	
Inmate Trust Fund		\$43,750.46	
Soil & Water Conservation		\$57,401.79	
Total of All Accounts:	\$12,274,787.07	\$1,422,190.97	
New Jail Loan	\$ -	(Due in February)	
School Debt Service	\$ -	(Due in February)	
40-42 Set Aside for Schools	\$ (972,922.79)		
Unspent Grant/Restricted Proceeds	\$ (767,625.28)		
Adoption Promotion Fund	\$ (97,200.09)		
Encumbered Amounts	\$ (456,801.11)		
Total Unassigned and Unrestricted Bank Balan	\$9,980,237.80		
	General	Landfill	911
Unassigned and Unrestricted totals by Fund:	\$8,615,940.43	\$550,129.29	\$309,311.44

SUMMARIES:

Percentage of budget at April 2021 is:

All Funds:		YTD	% OF BUDGET
Revenues	\$1,771,112.42	\$31,239,679.22	92.77
Expenditures	\$2,388,385.78	\$27,393,852.33	83.14

General Fund	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 05/20
Revenues to Date:	\$1,710,813.41	\$28,425,430.49		98.24	\$26,930,768.05
Expenditures to Date:	\$2,197,169.93	\$25,175,214.00	\$ 243,276.11	85.94	\$25,336,334.63
Gain/Loss to Date:	(\$486,356.52)	\$3,250,216.49			\$1,594,433.42
Contingency	\$470,751.05				

Landfill	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 05/20
Revenues to Date:	\$48,114.38	\$2,664,114.89		107.79	\$1,922,982.54
Expenditures to Date:	\$174,196.42	\$2,114,599.59	\$213,525.00	80.34	\$2,558,509.02
Gain/Loss to Date:	(\$126,082.04)	\$549,515.30			
Contingency					

911 Emergency Telephone Services	MTD	YTD		% OF BUDGET	Year to Date 05/20
Revenues	\$12,184.63	\$150,133.84		72.27	\$193,235.03
Expenditures	\$17,019.43	\$104,038.74		50.08	\$197,807.23
Gain/Loss	(\$4,834.80)	46,095.10			(\$4,572.20)
Contingency	\$-				

## GENERAL FUND:

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 06/20
Vehicle Tax	\$78,235.81	\$1,040,099.02	118.21	\$1,023,868.64
Overages/Underages	\$0.00	\$3.72		\$3.23
Ad Valorem Tax Interest	\$14,965.29	\$192,389.72	103.47	\$147,310.56
Late Listing Fee	\$895.34	\$20,354.02	102.9	\$20,073.04
Legal Fees				
2009 Ad Valorem Tax	\$91.29	\$1,586.60	120.65	\$1,492.60
2010 Ad Valorem Tax	\$100.24	\$4,980.12	100.01	\$4,505.96
2011 Ad Valorem Tax	\$599.64	\$5,046.51	106.92	\$3,216.05
2012 Ad Valorem Tax	\$377.26	\$5,379.09	102.65	\$3,575.63
2013 Ad Valorem Tax	\$527.92	\$7,314.25	104.49	\$3,153.49
2014 Ad Valorem Tax	\$620.50	\$6,457.81	108.35	\$7,337.40
2015 Ad Valorem Tax	\$460.34	\$15,700.73	102.02	\$11,454.66
2016 Ad Valorem Tax	\$1,244.44	\$23,943.09	103.43	\$34,044.01
2017 Ad Valorem Tax	\$3,944.37	\$39,083.10	105.28	\$73,475.96
2018 Ad Valorem Tax	\$5,436.67	\$96,440.24	102.23	213,267.38
2019 Ad Valorem Tax	\$15,574.74	\$255,415.97	104.68	10,672,092.17
2020 Ad Valorem	\$35,942.32	\$11,965,168.23	101.63	15,311.84
2021 Ad Valorem	\$7,211.52	\$20,574.12	127.02	
Collection Fees: Marshall				
Collection Fees: Mars Hill				
Collection Fees: Hot Springs		93.47		
Sale of Tax Maps		\$70.50	21.38	\$455.00
Tax Office Copies				
Returned Check		\$8,345.16		\$13,949.93
Refunds/Overpayment of Taxes	\$1,061.49	\$97,419.29		\$21,000.00
Contra: Returned Check		\$1,284.81		
Sale of Foreclosed Property		\$2,509.00	16.73	\$16,500.00
Contra: Foreclosed Property Expenses				
Sales Tax/Video Programming	\$3,599.58	\$11,184.46	79.89	\$18,565.65
Sales Tax	\$580,105.66	\$4,602,620.66	113.39	\$4,752,970.47
Gas Tax Refund/State		\$18,158.43	82.54	\$24,276.88
Payment In Lieu of Taxes	\$155,613.00	\$161,505.48	100.01	\$157,969.36
Forest Service Timber Sales		\$11,224.17	140.30	\$10,811.18
Clerk of Court	\$6,161.20	\$71,942.92	87.66	\$69,219.06
Board of Elections	24071	\$114,818.82	99.79	\$13,451.08
Register of Deeds	\$44,648.60	\$571,857.45	105.00	\$345,986.75
Sheriff's Department	\$170,827.79	\$1,600,097.55	114.94	\$1,336,190.45
Emergency Management		\$39,377.80	102.21	\$38,904.03
Inspections	\$16,654.96	\$217,782.45	117.21	\$238,627.95
Animal Control	\$2,506.00	\$41,494.09	111.97	\$43,168.32
Transportation	\$6,343.85	\$386,365.64	77.78	\$918,903.58
Cooperative Extension Service				
Soil & Water Conservation	5000	\$35,480.00	95.26	\$ 27,235.00
Grant Revenues/ICPC/DJDP	\$51,036.00	\$351,082.70	96.56	\$120,166.55



DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 06/20
Health Department	\$ 181,764.81	\$ 2,104,559.08	94.45	\$ 2,045,971.64
Medicaid Hold Harmless Tax	\$ -	\$ 311,116.40	92.85	\$ 200,308.00
Social Services	\$169,075.37	\$1,940,632.37	75.4	\$2,098,300.84
AFDC				
Foster Care	\$45,197.64	\$428,871.04	41.4	\$504,027.69
Medicaid				\$370.00
Adoption	\$ 1,983.75	\$134,289.82	70.62	\$28,425.00
Child Support Enforcement	\$6,677.36	\$105,097.06	92.5	\$72,925.88
In Home Aides	\$9,725.31	\$89,297.82	57.22	\$85,555.11
Beech Glen Center	\$763.00	\$763.00	9.54	\$8,818.75
Nutrition	\$40,788.00	\$150,920.59	86.56	\$209,658.74
State Lottery Funds/Education		\$350,000.00		250000
Library	\$6,879.00	\$86,362.01	84.34	\$102,745.06
Parks & Recreation		\$6,970.00	64.6	\$9,420.00
Interest Earned	\$105.86	\$2,383.97	9.34	\$80,033.92
Rent of County Property	\$3,327.50	9/59	91.36	\$74,765.00
Finance/Other	\$8,480.04	\$24,350.40	134.76	\$14,387.26
Miscellaneous Income		\$ 595,662.13	119.85	\$18,779.83
Fund Transfer In				
Totals	1,710,813.41	28,425,430.49	98.24	\$26,930,768.05

#### GENERAL FUND EXPENDITURES

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 06/20
Governing Body	\$13,074.55	\$160,465.03		93.86	\$96,130.59
Finance Office	\$37,390.72	\$473,679.41	\$ 2,800.00	83.85	\$553,420.25
Tax Collector	\$17,879.73	\$288,478.08		95.34	\$272,338.72
Tax Supervisor	\$20,120.23	\$223,621.26		90.49	\$178,692.52
Land Records					
Professional Services					
Court Facilities	\$1,616.52	\$12,696.84		37.7	\$15,834.64
Board of Elections	\$38,205.92	\$347,643.44		93.41	\$343,812.92
Register of Deeds	\$35,573.63	\$379,697.69		94	\$273,725.09
Register of Deeds- Automation		\$21,845.77		97.79	\$0.00
Custodial	7094.71	\$26,903.40		72.08	\$0.00
Maintenance	\$58,689.18	\$454,579.13	\$ 6,416.63	76.18	\$454,981.82
Sheriff's Department	\$303,197.13	\$3,595,116.72		101.08	\$3,704,170.09
Emergency Management	\$44,822.72	\$124,999.13	\$ 10,149.20	86.87	\$100,039.92
911 Dispatchers	\$45,666.01	\$686,451.28	\$ 39,813.00	89.84	\$594,325.70
Fire Contract/Forest Service	\$16,636.51	\$91,786.57		81.98	\$34,025.89
Inspections	\$26,650.28	\$259,046.01	\$25,000.00	82.39	\$260,175.35
Economic Development	\$7,581.53	\$76,876.07		69.43	\$493,507.70
Medical Examiner	3700	\$11,200.00		89.6	\$7,450.00
Ambulance Service Contract	\$142,916.63	\$1,715,000.00	\$142,916.63	99.56	\$1,126,668.00
Animal Control	\$23,033.35	\$273,534.72		82.14	\$326,593.88
Transportation - Admin	\$7,121.92	\$95,180.77		74.58	\$121,832.62

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 06/20
Transportation - Operating	\$28,923.11	\$326,467.73		77.8	\$414,589.39
Transportation - Capital Outlay					287716.44
Transportation - EDTAP	85.95	\$1,307.25		50.28	\$4,412.70
Planning & Development	3,241.29	\$136,505.47		93.05	\$183,545.40
Information Technology	31,684.44	\$253,113.33		91.78	\$199,630.28
Cooperative Extension	19,492.80	\$240,991.28	\$14,554.00	87.58	\$253,016.05
Soil & Water	\$15,430.20	\$133,165.61		90.5	\$133,734.53
Health Department	\$251,841.69	\$3,032,637.23		86	\$2,935,162.16
Drug Free Community	6224.94	\$117,562.17		94.05	
Management Admin.	\$44,734.19	\$410,546.16		75	\$209,545.32
Social Services	\$210,054.61	\$2,596,356.44		80.95	\$2,771,913.85
AFDC		\$3,580.26		44.75	\$6,498.84
Special Assistance	\$7,445.50	\$103,793.49		72.08	\$121,985.89
State Foster Care	\$26,609.33	\$175,694.52		25.1	\$495,485.69
Foster Care Program	\$45,025.15	\$372,666.52		90.89	\$217,360.22
Medical Assistance Program					
Adoption Assistance	\$6,840.04	\$128,248.57	\$1,626.65	46.83	\$115,627.28
Crisis Intervention	\$3,376.47	\$201,808.39		71	\$128,380.83
Child Support	\$6,934.73	\$97,764.92		76.45	\$98,481.13
In Home Aides	\$9,289.12	\$109,491.61		76.23	\$188,957.53
Nutrition	\$57,598.83	\$551,205.85		93.77	\$394,124.02
Education	\$395,471.21	\$4,803,437.95		96.31	\$4,498,008.18
A-B Technical College	\$9,542.00	\$114,504.00		100	\$112,500.00
Bank Charges	\$1,154.53	\$11,092.82		63.39	\$14,600.91
Library	\$38,308.41	\$493,457.42		97.79	\$461,316.77
Parks & Recreation	\$14,562.13	\$108,315.02		86.7	\$103,944.75
Debt Services					
Debt Services Interest					
Fund Transfer In/ Landfill & Library					
Fund Transfer Out/Revaluation					
<b>TOTALS</b>	<b>\$2,197,169.93</b>	<b>\$25,175,214.00</b>	<b>\$ 243,276.11</b>	<b>85.94</b>	<b>\$25,336,334.63</b>

LANDFILL FUND

REVENUES	MTD	YTD	% OF BUDGET	Year to Date 06/20
Transfer From Fund Balance		155772		
Landfill Miscellaneous Fees		\$170.20	56.73	\$382.93
Returned Check Fees				
Surplus Property Proceeds				
State Tire Disposal Fee		\$23,403.41	83.58	\$30,407.97
Local Tire Disposal Fee	\$123.00	\$1,214.00	242	\$1,017.50
White Goods Tax				
Sale of White Goods	\$2,350.40	\$19,768.80	164.74	\$8,740.99
Household Hazardous Waste	24	\$896.00	64	\$1,088.42
Temporary Disposal Cards	\$6,440.00	\$96,014.11	139.92	\$27,810.00
Duplicate Disposal Cards	\$250.00	\$39,860.94	104.74	\$940.00
Landfill Disposal Cost Fees	\$12,881.52	\$130,274.11	93.56	\$130,047.74
Landfill Sale of Recyclables	\$6,850.78	\$55,190.02	187.66	\$27,620.89
Nuisance Tires				
Disposal Cards	\$13,984.47	\$2,236,197.06	108.54	\$1,575,814.30
Construction Demolition	\$5,209.81	\$45,792.08	62.39	\$73,852.25
Solid Waste Disposal Distribution		\$13,445.58	89.64	\$17,782.99
Grant/State				
Electronics Management		\$568.78	22.75	13309.58
Electronics (County)		\$1,320.00	44	\$700.00
Interest				
Totals	\$48,114.38	\$2,664,114.89	107.79	\$1,922,982.54

EXPENSES:	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 06/20
Landfill	\$159,144.70	\$1,735,527.28	\$213,525.00	78.47	\$1,913,430.08
Recycling	\$14,791.82	\$356,944.48		91.08	\$207,558.46
Scrap Tires	\$259.90	\$22,091.83		88.37	\$24,511.48
White Goods					
Closure/Post Closure					
Totals	\$174,196.42	\$2,114,599.59	\$213,525.00	80.34	\$2,558,509.02

STATE OF NORTH CAROLINA

LEASE

COUNTY OF MADISON

I. Parties

This lease agreement is made and entered into this 13<sup>th</sup> day of July, 2021, by and between the Madison County Board of Education (hereinafter "party of the first part") and Madison County, (hereinafter "the County" or "party of the second part").

II. Grant

Subject to the terms and conditions hereinafter set forth, said party of the second part shall let and lease unto said party of the first part and said party of the first part doth hereby accept as Lessee of said party of the second part a portion of a building known as the Madison County Senior Center, Hot Springs Site being located at 356 North West Highway 25/70, Hot Springs, NC 28743 (the "Premises"). Included as part of the demised property is the ability to use the parking spaces located adjacent to the portion of the demised building. Further, the party of the first part shall have the ability to use the kitchen facilities located in the demised building, Monday through Friday from 9:00 a.m. until 3:00 p.m. as long as the use of the kitchen facilities is not inconsistent of the use by the Madison County Senior Center, Hot Springs Site or subsequent entities using said kitchen and facilities occupying the portion of the demised building not occupied by the party of the first part.

The terms and conditions above referred to are as follows:

To have and to hold said lands and Premises, together with all privileges and appurtenances thereunto belonging, to the said property of the first part and for the term and upon the conditions hereinafter set forth.

III. Term

The lease shall begin as of July 14, 2021, and, unless sooner terminated, as herein provided, shall exist and continue until three (3) years from the date of the contract. This lease is subject to an annual renewal following the first three (3) year period for a maximum term of ten (10) years from July 14, 2021.

IV. Rental

As rental for said Premises, said party of the first shall pay to said party of the second a fee of zero dollars (\$0).

## VI. Improvements by Tenant

Party of the first part may at any time during the term of this lease erect upon the demised premises such buildings or other improvements as it may elect, consistent with the purpose for which the premises are leased, to wit; a daycare, and on or before the termination of this lease remove the same. It is expressly agreed that this lease is executed and accepted subject to all lawful zoning ordinances and regulations of the County of Madison and the Town of Hot Springs, now in force or hereafter adopted which in any manner may affect the site of said premises.

## VII. Options to Terminate Lease

The party of the first part or the party of the second part may at any time terminate this lease, without further obligation, upon the giving of ninety (90) days written notice prior to the date of said termination.

## VIII. Utilities

It is understood between the parties that there is one electrical meter and one water meter on the demised Premises. The party of the first part shall be responsible for paying one hundred (100) percent of the monthly power and water bill as reimbursement to the County. The County shall inform the party of the first part on a monthly basis of the exact sum of money due and payable each month for electrical and water services and the party of the first part shall have fourteen (14) days from said notification to pay the appropriate sums of money to the County.

## IX. Insurance

Both parties understand that the building may be located in a flood plain and that the party of the first is entitled, if elects, to carry flood insurance on the contents within the building or the building itself. It is expressly understood that either party shall be solely responsible for its election of flood insurance or other peril and neither party shall call upon the other for indemnification in the case of flood or other peril.

That the party of the first part shall obtain and maintain liability insurance for the operation of the location in the amount of \$1,000,000.00 and shall provide evidence of same to the County. Participation in the North Carolina School Boards Trust shall satisfy the requirements of this Section.

## X. Maintenance

The party of the first part shall be solely responsible for the maintenance of the exterior, including lawn of the demised premises used by the party of the first part. The County shall be responsible for maintenance of heating, cooling, plumbing, electrical, and other structural maintenance of the demised premises during the term of the parties' lease.

## XI. Accreditation/Licensure

The party of the first part shall maintain all appropriate accreditation and licenses

appropriate for the operation of a daycare.

XII. Binding Nature/Lease

This lease shall be binding on the parties, the successors and assigns in interest.

IN WITNESS WHEREOF, the Parties by authority granted in a regularly called meeting of each board, have set their hands and seals, the date and year indicated below.

COUNTY OF MADISON

By: Mark Snelson  
Mark Snelson, Chairman  
Madison County Board of Commissioners

ATTEST: Mandy Bradley  
Mandy Bradley, Clerk  
Madison County Board of Commissioners

By: \_\_\_\_\_  
Karen Blevins, Chair  
Madison County Board of Education

STATE OF NORTH  
CAROLINA COUNTY  
OF MADISON

\_\_\_\_\_, a Notary Public of said State and County, do hereby  
certify that \_\_\_\_\_ representing the Madison County Board of Education

personally came before me thisday and acknowledged the due execution of this lease on behalf of Madison County Schools.

day of\_\_ 2021.

Witness my hand and Notarial Seal this the\_\_\_\_\_

My Commissioner Expires\_\_\_\_\_

\_\_\_\_\_  
NOTARY  
PUBLIC

STATE OF NORTH  
CAROLINACOUNTY  
OF MADISON

Marla B Gouge a Notary Public of said State and County, do hereby certify that Mandy Bradley personally came before me this day and acknowledged that she is Clerk of the Board of Commissioners of Madison County, and that, by the authority duly given as an act of the County, the foregoing instrument was signed in its name by its Chairman, and asserted herself as Clerk.

Witness my hand and Notarial Seal this 13<sup>th</sup> day of July 2021.

MARLA B GOUGE  
Notary Public  
North Carolina  
Madison County

My Commissioner Expires Dec 11 2021

Marla B Gouge

NOTARY PUBLIC

## 2021 Madison County Board of Commissioners Meeting Schedule

Month	Date	Day	Time	Location
January	12th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center
February	9th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center
March	9th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center
April	13th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center
May	11th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center
June	8th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center
July	13th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center
August	3rd	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center
September	14th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center
October	12th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center
November	9th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center
December	14th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center