

The Madison County Board of Commissioners met in regular session on Tuesday, December 12, 2023, at 7:00 p.m. at the North Carolina Cooperative Extension-Madison County Center located at 258 Carolina Lane, Marshall, North Carolina.

In attendance were Chairman Matt Wechtel, Vice-Chairman Michael Garrison, Commissioner Bill Briggs, Commissioner Jeremy Hensley, Commissioner Alan Wyatt, County Manager Rod Honeycutt, County Attorney Donny Laws, and Clerk Mandy Bradley.

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

Agenda Item 1: Agenda Approval

County Manager Rod Honeycutt discussed the consideration of addition of the following item:
Item 8c-Capital Project Ordinance

Counsel was provided by County Attorney Donny Laws regarding the order for items in the amended agenda and discussion was had by the Board regarding consideration of the addition of the following items:

Item 10-Personnel

Item 11-Existing Litigation Presently Ongoing with Madison and Other Counties Against HCA

Upon motion by Commissioner Wyatt and second by Commissioner Hensley, the Board voted unanimously to approve the amended agenda. (Attachment 1.1)

**Agenda Item 2: Donny Laws, County Attorney
Organization of the Board**

County Attorney Laws discussed the purpose of the organizational meeting, procedure, and reviewed the election of the Board Chair and Vice-Chair.

a. Selection of Chair

The floor was opened for nominations for Board Chair by County Attorney Laws. Commissioner Briggs nominated Commissioner Matt Wechtel for Chairman with no other nominations being received.

Upon motion by Commissioner Garrison and second by Commissioner Wyatt, the Board voted unanimously to close the nominations.

County Attorney Laws called for a vote for all of those in favor of Commissioner Matt Wechtel serving as Chairman with the Board voting unanimously to approve.

b. Selection of Vice-Chair

County Attorney Laws turned the meeting over to Chairman Wechtel.

Chairman Wechtel opened the floor for nominations for the Vice-Chair. Commissioner Wyatt nominated Commissioner Michael Garrison for Vice-Chair with no other nominations being received.

Upon motion by Commissioner Garrison, the Board voted unanimously to close the nominations.

Chairman Wechtel called for a vote for all of those in favor of Commissioner Michael Garrison serving as Vice-Chairman with the Board voting unanimously to approve.

c. Adoption of 2024 Regular Monthly Meeting Schedule

Counsel was provided by Attorney Laws regarding the proposed 2024 regular meeting schedule for consideration of the Board.

Upon motion by Chairman Wechtel and second by Commissioner Hensley with discussion being had by the Board and members of the staff regarding the schedule, the Board voted unanimously that we meet on the second Tuesday of the month for our regularly scheduled meetings based on the schedule of dates provided to us this evening. (Attachment 2.3)

Agenda Item 3: Consent Agenda

a. Tax Refunds and Releases (Attachment 3.1)

b. Kania Law Firm Tax Foreclosure Update (Attachment 3.2)

c. 2023 Public Safety Answering Points Grant Award Amendment (Attachment 3.3)

d. Opioid Settlement Funds Expenditure Resolution (Attachment 3.4)

- e. **State and Local Cybersecurity Program Grant Project Ordinance** (Attachment 3.5)
- f. **Dogwood Health Trust Cooperative Extension Value Added Kitchen Capital Project Ordinance** (Attachment 3.6)
- g. **Dogwood Health Trust Spring Creek Office of Rural Economic Development Grant** (Attachment 3.7)
- h. **Alshaer Tax Penalty Fee Appeal** (Attachment 3.8)
- i. **Cooperative Extension Salary Change Request**-Removed from Consent Agenda to Item 8d
- j. **2024 Solid Waste Holiday Schedule** (Attachment 3.9)
- k. **Health Department Building Roof Replacement Contract** (Attachment 3.10)
- l. **Review of Sheriff's Bond** (Attachment 3.11)
- m. **Review of Register of Deed's Bond** (Attachment 3.12)
- n. **Approval of November 14, 2023 (Regular) Meeting Minutes**

Chairman Wechtel read into the record; the items contained in the consent agenda. Discussion was had by the Board and County Manager Honeycutt.

Discussion was had by the Board, County Manager Rod Honeycutt, and Finance Officer Kary Ledford. Vice-Chairman Garrison placed a motion on the floor that Item 3i-Cooperative Extension Salary Change Request be removed from the consent agenda and Chairman Wechtel provided discussion regarding including as Item 8d on the agenda. Counsel was provided by County Attorney Laws regarding the removal of the requested item from the consent agenda with the Board then considering entertaining a motion to approve all items other than Item 3i and moving Item 3i anywhere preferred on the agenda.

Chairman Wechtel called for a motion with motion being received by Vice-Chairman Garrison with second by Commissioner Hensley and clarification by Chairman Wechtel that the motion on the floor is to approve the consent agenda with the exception of Item 3i which will be moved to Item 8d. Upon call for the vote, the Board voted 5-0 to approve with Chairman Wechtel; Vice-Chairman Garrison; and Commissioners Briggs, Hensley, and Wyatt voting in favor of the motion. Further discussion was had by the Board.

Agenda Item 4: Public Comment

No public comment was received.

Agenda Item 5: Roger Kelley, Tyler Technologies

Mr. Kelley presented the proposed schedule of values, standards, and rules for the 2024 reappraisal of real property by the County on behalf of the tax assessor, noting that it is the same as was received by the Board during the previous public hearing.

Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt with discussion being had by the Board and Mr. Kelley, the Board voted unanimously to adopt the 2024 General Reappraisal of Real Property Schedule of Values, Standards, and Rules for this current tax revaluation. (Attachment 5.1)

Agenda Item 6: Public Hearing Madison County Transportation Authority FY25 Grant Funding Application

a. Presentation-Daniel Metcalf, Transportation and Operations Director

Mr. Metcalf presented and discussed the request for reconsideration of approval of the FY25 Transportation Grant Funding noting that the State of North Carolina requested that items in the previously approved Capital Grant be broken up and included in an additional category of Non-STI Rural Grant which requires an additional public hearing.

Discussion was had by the Board and Mr. Metcalf regarding that no change in the previously approved funding or budgeted amounts would occur.

b. Public Comment

Chairman Wechtel opened the floor for public comment and called for comment from those in attendance with none being received. Counsel was provided by County Attorney Laws.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to close public comment.

c. Discussion

No further discussion was had.

d. Consideration of Approval

Upon motion by Chairman Wechtel and second by Commissioner Wyatt, the Board voted unanimously to approve the rewritten grant application as requested by the State of North Carolina. (Attachment 6.4)

Agenda Item 7: Danle Metcalf, Transportation and Operations Director

Mr. Metcalf presented and discussed the Transportation and Operations department operational request for consideration of additional drivers including increasing a vacant twenty-nine hour driver position by eleven (11) hours to make full-time and adding an additional full time driver for a total salary increase of \$59,522.37 noting that it would alleviate constraints for a van driver. Discussion was had by the Board, County Manager Honeycutt, Mr. Metcalf, and Finance Officer Kary Ledford.

Upon motion by Commissioner Wyatt and second by Vice-Chairman Garrison, with further discussion being had and Chairman Wechtel clarifying that the intent is to move a part-time position to full-time and add an additional full-time driver with the amount of funding remaining the same as previously stated, the Board voted unanimously to approve the salary increase with the addition of \$59,522.37 as presented to increase a part-time driver and a full-time driver.

The request for the purchase of a commercial backup generator to provide power to the propane pumping station and Transportation and Operations Department in the case of a power outage was requested for consideration of the Board by Mr. Metcalf. Discussion was had by the Board, Mr. Metcalf, and County Manager Honeycutt.

Upon motion by Commissioner Hensley and second by Commissioner Briggs, with further discussion being had, the Board voted 2-3 to deny the purchase of a backup generator with Commissioners Hensley and Briggs voting in favor and Chairman Wechtel, Vice-Chairman Garrison, and Commissioner Wyatt voting opposed.

Upon motion by Chairman Wechtel and second by Vice-Chairman Garrison, with discussion being had by the Board, the Board voted unanimously to table the decision until the County Manager and Transportation Director provide additional documentation such as the cost of maintenance and true cost outside of the purchase of the unit.

County Manager Honeycutt discussed the installation of the Transportation and Operations propane station and the need for an additional parking area for employees and transportation vans. Discussion was had by the Board, County Manager Honeycutt, and Mr. Metcalf.

Upon motion by Vice-Chairman Garrison and second by Chairman Wechtel, the Board voted unanimously to expend the \$24,000 estimated dollars from excess revenue to increase the additional parking and propane access line.

Agenda Item 8: Kary Ledford, Finance Officer

a. Budget Amendment #6

Ms. Ledford presented and discussed Budget Amendment #6 for consideration of the Board and answered questions from board members.

Upon motion by Commissioner Wyatt and second by Commissioner Hensley, the Board voted unanimously to approve. (Attachment 8.1)

b. Financial Report

Ms. Ledford presented and discussed the financial report for the month of November 2023 with the Board and answered questions from board members. (Attachment 8.2)

c. Capital Project Ordinance

The request to amend the project ordinance for opioid settlement funds from the current grant project ordinance to a capital project ordinance was presented to the Board and discussed by Ms. Ledford who also answered questions from members of the Board.

Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to approve the Opioid Project Ordinance as amended. (Attachment 8.3)

d. Cooperative Extension Salary Change Request

The request from Madison County Cooperative Extension for a three percent salary increase was discussed by the Board, County Manager Honeycutt, and Ms. Ledford who noted that the increase was not previously allocated to Cooperative Extension employees for the portion of employee salaries provided by the County.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to move forward with the three percent cost of living increase as presented. Further discussion was had by the Board. (Attachment 8.4)

Agenda Item 9: Rod Honeycutt, County Manager

a. County Manager's Update

County Manager Honeycutt provided information regarding the current renovation at the courthouse provided by with funding from S.L. 2021-180. Mr. Honeycutt noted that the renovation is forty-nine percent complete and that the contractor has requested payment for the completion of that portion of the project. Counsel was provided by County Attorney Laws who noted that provisions of the contract provide payment upon completion and that if the Board chooses to provide payment upon completion of each task, the County Manager can clarify with progress reports. Discussion was had by the Board and Finance Officer Kary Ledford.

Discussion regarding county owned excess property was had by County Manager Honeycutt and the Board with counsel being provided by County Attorney Laws regarding the need to declare any unused County owned property as surplus if the Board so chose prior to the sale of the property.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to declare 8749-00-8228 being eighty (80) acres at the end of Upper Shut In Road as surplus.

Discussion was had by County Manager Honeycutt who recommended not declaring a parcel of property located near the Fairgrounds as surplus. Counsel was provided by County Attorney Laws and further discussion was had regarding the location of the parcel. Upon motion by Chairman Wechtel and second by Vice-Chairman Garrison, the Board voted unanimously to table any discussion on the property as potential surplus property.

b. County Owned Surplus Property

A new bid for parcel identification number 9769-19-1742 was presented by County Manager Honeycutt for consideration of the Board. Discussion was had by the Board and Clerk Mandy Bradley.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to accept the bid and begin the upset bid process.

c. County Board Appointments

County Manager Honeycutt discussed vacancies for the Juvenile Crime Prevention Council. Upon motion by Chairman Wechtel and second by Commissioner Hensley, the Board voted unanimously to table the Juvenile Crime Prevention Council Board position appointments at this time.

County Manager Honeycutt discussed vacancies for the Parks and Recreation Advisory Board and discussion was had by the Board. Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt with further discussion being had by the Board regarding the need to decrease the composition of the Parks and Recreation Advisory Board to seven members, the Board voted unanimously to table until January.

Discussion was had regarding the Commissioner seat available on the Juvenile Crime Prevention Council. Upon motion by Chairman Wechtel and second by Commissioner Wyatt, the Board voted unanimously to allow Commissioner Briggs to serve on that board.

Chairman Wechtel discussed the Commissioner seat available on the Land of Sky Board of Delegates which is currently filled by any member of the Board of Commissioners or the County's Zoning Director. Upon motion by Chairman Wechtel and second by Commissioner Wyatt, the Board voted unanimously to leave as current.

Chairman Wechtel discussed the Commissioner seat available on the French Broad River Metropolitan Planning Organization. Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to continue with Chairman Wechtel as the appointee and Commissioner Wyatt as the alternate.

Chairman Wechtel discussed the Commissioner seat available on the Land of Sky Board Rural Planning Organization. Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously that Chairman Wechtel maintain as the appointee and Commissioner Wyatt be the alternate.

Chairman Wechtel discussed the Commissioner seat available on the Smart Start Board. Upon motion by Commissioner Hensley and second by Commissioner Wyatt, the Board voted unanimously that the Board continue with Vice-Chairman Garrison on the Smart Start Board.

Chairman Wechtel discussed the Commissioner seat available on the Vaya Health County Commissioner Advisory Board. Upon motion by Commissioner Hensley and second by Commissioner Wyatt with discussion being had by the Board, County Manager Honeycutt, and Clerk Mandy Bradley regarding the composition, participation, and meeting schedule of the Vaya Health Board, the Board voted 5-0 in opposition of the motion. Upon motion by Chairman Wechtel and second by Commissioner Wyatt, with further discussion being had, the Board voted unanimously to table the position pending further discussion between the County Manager and the Vaya Health Board in regard to those potential requirements and whether we can designate someone to serve on our behalf.

Chairman Wechtel discussed the alternate Vaya Health County Commissioner Advisory Board seat currently filled by an appointee from the Madison County Health Department. Upon motion by Chairman Wechtel and second by Commissioner Hensley, the Board voted unanimously to table pending the recommendation from the Board of Health.

Additional discussion was had by the Board and County Manager Honeycutt.

Agenda Item 10: Personnel, Agenda Item 11: Existing Litigation Presently Ongoing with Madison and Other Counties Against HCA

Upon motion by Chairman Wechtel and second by Vice-Chairman Garrison, the Board voted unanimously to enter into closed session pursuant to N.C.G.S. 143-318.11 (a)(3) in order to consult with the County Attorney for attorney-client privilege and N.C.G.S. 143-318.11(a)(6) for personnel at 8:52 p.m.

Upon motion by Commissioner Wyatt and second by Commissioner Hensley, the Board voted unanimously to come out of executive session at 10:21 p.m.

Agenda Item 12: Adjournment

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

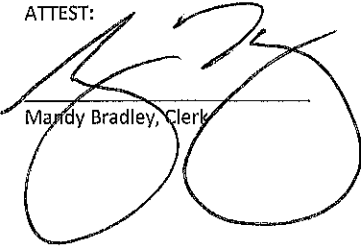
This the 12th day of December 2023.

MADISON COUNTY



Matt Wechtei, Chairman
Board of Commissioners

ATTEST:



Mandy Bradley, Clerk

Madison County Board of Commissioners
Agenda
December 12, 2023

Attachment 1.1

7:00 P.M.

Meeting Called To Order
Pledge of Allegiance
Moment of Silence

1. Agenda Approval
2. Donny Laws, County Attorney
Organization of the Board
 - a. Selection of Chair
 - b. Selection of Vice-Chair
 - c. Adoption of 2024 Regular Monthly Meeting Schedule
3. Consent Agenda
 - a. Tax Refunds and Releases
 - b. Kania Law Firm Tax Foreclosure Update
 - c. 2023 Public Safety Answering Points Grant Award Amendment
 - d. Opioid Settlement Funds Expenditure Resolution
 - e. State and Local Cybersecurity Program Grant Project Ordinance
 - f. Dogwood Health Trust Cooperative Extension Value Added Kitchen Capital Project Ordinance
 - g. Dogwood Health Trust Spring Creek Office for Rural Economic Development Capital Project Ordinance
 - h. Alshaer Tax Penalty Fee Appeal
 - i. 2024 Solid Waste Holiday Schedule
 - j. Health Department Building Roof Replacement Contract
 - k. Review of Sheriff's Bond
 - l. Review of Register of Deed's Bond
 - m. Approval of November 14, 2023 (Regular) Meeting Minutes
4. Public Comment
5. Roger Kelley, Tyler Technologies
Adoption of 2024 General Reappraisal of Real Property Schedule of Values, Standards, and Rules
6. Public Hearing Madison County Transportation Authority FY25 Grant Funding Application
 - a. Presentation-Daniel Metcalf, Transportation and Operations Director
 - b. Public Comment
 - c. Discussion
 - d. Consideration of Approval
7. Daniel Metcalf, Transportation and Operations Director
Department Operational Requests
8. Kary Ledford, Finance Officer
 - a. Budget Amendment #6
 - b. Financial Report
 - c. Capital Project Ordinance
 - d. Cooperative Extension Salary Change Request
9. Rod Honeycutt, County Manager
 - a. County Manager's Update
 - b. County Owned Surplus Property
 - c. County Board Appointments
10. Personnel
11. Ongoing Litigation of Madison and Other Counties Against HCA
12. Adjournment

**RESOLUTION OF THE MADISON COUNTY BOARD OF COMMISSIONERS
ESTABLISHING THE 2024 REGULAR MEETING SCHEDULE**

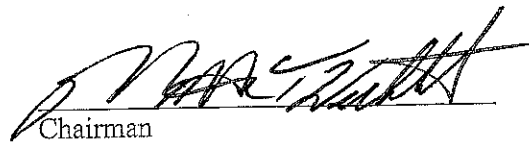
WHEREAS, N.C.G.S. 153A-40 provides for a resolution establishing regular meeting dates of the Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED that the Madison County Board of Commissioners hereby establishes the 2024 regular meeting schedule, which is incorporated herein by reference, and that Board meetings will be held on the second Tuesday of each month at 7:00 p.m.; and that the meetings will be held in the North Carolina Cooperative Extension-Madison County Center located at 258 Carolina Lane, Marshall, North Carolina; and the Board directs the Clerk to the Board of County Commissioners to provide such notice of the Meeting Schedule as set forth hereinabove. All regular meetings of the Board after calendar year 2024 will be held on the second Tuesday of each month at 7:00 p.m. in the North Carolina Cooperative Extension-Madison County Center located at 258 Carolina Lane, Marshall, North Carolina until subsequently modified by board resolution. Special meetings will be scheduled as needed.

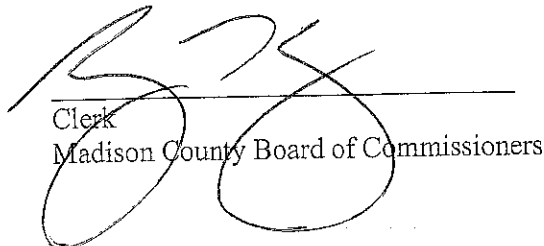
REGULAR MEETING SCHEDULE

- JANUARY 9, 2024 at 7:00 p.m.
- FEBRUARY 13, 2024 at 7:00 p.m.
- MARCH 12, 2024 at 7:00 p.m.
- APRIL 9, 2024 at 7:00 p.m.
- MAY 14, 2024 at 7:00 p.m.
- JUNE 11, 2024 at 7:00 p.m.
- JULY 9, 2024 at 7:00 p.m.
- AUGUST 13, 2024 at 7:00 p.m.
- SEPTEMBER 10, 2024 at 7:00 p.m.
- OCTOBER 8, 2024 at 7:00 p.m.
- NOVEMBER 12, 2024 at 7:00 p.m.
- DECEMBER 10, 2024 at 7:00 p.m.

Adopted this the 12th day of December 2023.


Chairman
Madison County Board of Commissioners

ATTEST:


Clerk
Madison County Board of Commissioners

Tax Year	Bill Number	Parcel #	Adjustment Reason	Date of Adj.	Refund Recipient Name	Refund Address Line 1	Refund City	Refund State	Refund Zip Code	Jurisdiction	Refund Amount (\$)	MADISON SOLID WASTE FEES (\$)
MADISON Refunds												
2023	000013336-2023-2023-0000-00	6220	Landfill error	11/28/2023 4:15:36 PM	ERBSEN, WAYNE	109 BELL ROAD	ASHEVILLE	NC	28805	MADISON	180.00	180.00
2023	000011824-2023-2023-0000-00	8987	Landfill error	11/22/2023 12:06:15 PM	HARMAN, RYAN S	500 MOUNTAIN VIEW ROAD	HOT SPRINGS	NC	28743	MADISON	180.00	180.00
2023	000007190-2023-2023-0000-00	9124	Landfill error	11/28/2023 4:11:50 PM	LUCK MOUNTAIN VILLAGE, LLC	3300 UNIVERSITY BLVD SUITE218	WINTER PARK	FL	32792	MADISON	180.00	180.00
2023	0000005858-2023-2023-0000-00	2963	Landfill error	11/22/2023 12:18:10 PM	SHELTON, SOLOMON	305 PRAIRIE RD	PLATTSMOUTH	NE	68048	MADISON	180.00	180.00
2023	0000005122-2023-2023-0000-00	6161	Landfill error	11/21/2023 11:33:55 AM	STANTON, GREGORY J AND WIFE, SANDRA B.	1355 BARNARD ROAD	MARSHALL	NC	28753	MADISON	180.00	180.00
2023	0000573580-2023-2023-0000-00	660909	Landfill error	11/28/2023 4:21:43 PM	WHITE, EDWARD CLAY	173 P. DAVIS ROAD	MARSHALL	NC	28753	MADISON	180.00	180.00
2023- SEE COMMENT BELOW	0000573940-2023-2023-0000-00	681028	Landfill error	11/22/2023 10:27:19 AM	WEST LAUREL PROPERTY OWNERS ASSOC.	31 VILLAGE LANE	MARSHALL	NC	28754	MADISON	360.00	360.00
Subtotal											1,440.00	1,440.00

Authorization

 Date: 12/4/2023

KARY, PLEASE CUT 2 CHECKS-180 TO THE TAXPAYER ABOVE AND 180 TO THE MADISON COUNTY TAX OFFICE

Date run: 12/4/2023 9:49:29 AM
 Data as of: 12/3/2023 7:14:02 PM

TR-304 Bill Release Report

NCPTS V4

Report Parameters:

Release Date Start: 11/1/2023 Release Date End: 11/30/2023
 Tax District: ALL

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

Bill #	Taxpayer Name	Bill Date	Release Reason	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after
000000208-2023-2023-0000-00-REG	BUCKNER, RAY D.	9/28/2023	Landfill error	DIANA	11/22/2023	1,330.18	180.00	1,150.18
000000454-2023-2023-0000-00-REG	FISHER, W. JESS	9/28/2023	Landfill error	DIANA	11/22/2023	959.99	180.00	779.99
000000721-2023-2023-0000-00-REG	METCALF, JOHN R. JR.	9/28/2023	Landfill error	DIANA	11/22/2023	923.27	180.00	743.27
000000825-2023-2023-0000-00-REG	MILITARY WARRIORS SUPPORT	9/28/2023	Landfill error	DIANA	11/22/2023	375.73	180.00	195.73
000000839-2023-2023-0000-00-REG	RAMSEY, MARTHA LOUISE	9/28/2023	Landfill error	DIANA	11/28/2023	3,930.34	180.00	3,750.34
000000841-2023-2023-0000-00-REG	KING, REGINA FREDERICK	9/28/2023	Landfill error	DIANA	11/28/2023	2,373.75	360.00	2,013.75
000001392-2023-2023-0000-00-REG	SILVER, JERED D.	9/28/2023	Landfill error	DIANA	11/22/2023	302.88	180.00	122.88
000001554-2023-2023-0000-00-REG	TIBBETTS, JAMES	9/28/2023	Landfill error	DIANA	11/22/2023	273.48	180.00	93.48
000001926-2023-2023-0000-00-REG	MOSELEY, STEPHEN	9/28/2023	Landfill error	DIANA	11/21/2023	559.70	180.00	379.70
000002096-2023-2023-0000-00-REG	FRANKLIN, TERESA A.	9/28/2023	Landfill error	DIANA	11/22/2023	780.31	360.00	420.31
000002244-2023-2023-0000-00-REG	TWEED, MARIE	9/28/2023	Landfill error	DIANA	11/22/2023	943.03	180.00	763.03
000002644-2023-2023-0000-00-REG	EDIWARDS, JAMES H. & LORA H. GILLIS	9/28/2023	Landfill error	DIANA	11/21/2023	895.79	180.00	715.79
000002717-2023-2023-0000-00-REG	CLARK, SHANE	9/28/2023	Landfill error	DIANA	11/21/2023	995.88	540.00	455.88
000003468-2023-2023-0000-00-REG	ANDERS, MARIE M	9/28/2023	Landfill error	DIANA	11/22/2023	1,182.52	360.00	822.52
000003469-2023-2023-0000-00-REG	ANDERS, MARIE M	9/28/2023	Landfill error	DIANA	11/22/2023	2,511.54	540.00	1,971.54
000003471-2023-2023-0000-00-REG	ANDERS, MARIE M	9/28/2023	Landfill error	DIANA	11/22/2023	1,262.55	540.00	722.55
000004364-2023-2023-0000-01-REG	RAY, WARREN NEAL	9/28/2023	Landfill error	APRIL	11/28/2023	688.71	180.00	508.71
000004746-2023-2023-0000-00-REG	LBGC, LLC, A NC LIMITED LIABILITY	9/28/2023	Landfill error	DIANA	11/22/2023	696.35	180.00	516.35
000004951-2023-2023-0000-00-REG	RAMSEY, ERNEST L.C	9/28/2023	Landfill error	DIANA	11/22/2023	403.14	180.00	223.14
000005821-2023-2023-0000-00-REG	MIX, KATHERINE ESTELLA	9/28/2023	Landfill error	DIANA	11/21/2023	949.34	180.00	769.34
000007030-2023-2023-0000-00-REG	HAMMITT, MARGUERITE GLENN	9/28/2023	Landfill error	DIANA	11/28/2023	247.94	180.00	67.94
000007060-2023-2023-0000-00-REG	HUNTER, JONATHAN B.	9/28/2023	Landfill error	DIANA	11/21/2023	1,090.02	180.00	910.02

0000007065-2023-2023-0000-00-REG	HUNTER, JONATHAN B.	9/28/2023	Landfill error	DIANA	11/21/2023	779.23	180.00	599.23
0000007217-2023-2023-0000-00-REG	PRESNELL, JERRY HOUSTON	9/28/2023	Landfill error	DIANA	11/21/2023	458.97	180.00	278.97
0000007236-2023-2023-0000-00-REG	REESE, JERRY	9/28/2023	Landfill error	DIANA	11/21/2023	322.07	180.00	142.07
0000007386-2023-2023-0000-00-REG	BROWN, JOHN WILLIAM JR	9/28/2023	Landfill error	DIANA	11/28/2023	316.08	180.00	136.08
0000007425-2023-2023-0000-00-REG	CLARK, JUANITA S.	9/28/2023	Landfill error	DIANA	11/28/2023	780.86	180.00	600.86
0000007465-2023-2023-0000-00-REG	HENSLEY, JEAN D.	9/28/2023	Landfill error	DIANA	11/21/2023	1,716.08	180.00	1,536.08
0000007747-2023-2023-0000-00-REG	MADISON COUNTY HOUSING	9/28/2023	Landfill error	DIANA	11/22/2023	8,100.00	8,100.00	0.00
0000007820-2023-2023-0000-00-REG	MASSEY, RONALD	9/28/2023	Landfill error	DIANA	11/21/2023	1,678.98	180.00	1,498.98
0000008153-2023-2023-0000-00-REG	ANDERS, BILLY CHARLES	9/28/2023	Landfill error	DIANA	11/22/2023	762.45	180.00	582.45
0000008154-2023-2023-0000-00-REG	ANDERS, BILLY CHARLES	9/28/2023	Landfill error	DIANA	11/22/2023	971.85	180.00	791.85
0000010996-2023-2023-0000-00-REG	PAYNE, ROGER	9/28/2023	Landfill error	DIANA	11/21/2023	954.70	180.00	774.70
0000013550-2023-2023-0000-00-REG	MUCINO, FERNANDO	9/28/2023	Landfill error	DIANA	11/21/2023	2,334.41	360.00	1,974.41
0000013634-2021-2021-0000-00-REG	OCTAGON HOUSE & SPRING CREEK	9/15/2021	Business closed	MOLLY	11/13/2023	59.10	59.10	0.00
0000013634-2022-2022-0000-00-REG	OCTAGON HOUSE & SPRING CREEK	8/21/2022	Business closed	MOLLY	11/13/2023	59.10	59.10	0.00
0000014929-2023-2023-0000-00-REG	CONNER, BRETT A.	9/28/2023	Bldg correction	DIANA	11/2/2023	534.37	265.00	269.37
0000015085-2023-2023-0000-00-REG	SUPER, ROBERT V.	9/28/2023	Landfill error	DIANA	11/22/2023	2,066.72	360.00	1,706.72
0000017113-2023-2023-0000-00-REG	RAMSEY, LISA FOWLER	9/28/2023	Not in County	MOLLY	11/15/2023	6.00	6.00	0.00
0000019247-2023-2023-0000-00-REG	COOK, THOMAS RAY	9/28/2023	Landfill error	DIANA	11/21/2023	571.19	360.00	211.19
0000020634-2023-2023-0000-00-REG	HARMAN, RYAN SCOTT	9/28/2023	Landfill error	DIANA	11/22/2023	841.06	540.00	301.06
0000020676-2023-2023-0000-00-REG	G & B TOMATO, LLC	9/28/2023	Landfill error	DIANA	11/21/2023	728.74	180.00	548.74
0000567688-2023-2023-0000-00-REG	THE LOCUST POST, LLC	9/28/2023	Landfill error	MIKE LEDFORD	11/22/2023	1,389.94	720.00	669.94
0000568592-2023-2023-0000-00-REG	WALDROUP, DEAN EDWARD	9/28/2023	Landfill error	DIANA	11/21/2023	772.87	180.00	592.87
0000568776-2023-2023-0000-00-REG	BRIGMAN, DAVID McDONALD	9/28/2023	MH as real	MOLLY	11/16/2023	33.00	33.00	0.00
0000568939-2023-2023-0000-00-REG	WEST, GREGORY LEE, MARK	9/28/2023	Sold/Traded	APRIL	11/1/2023	29.70	29.70	0.00
0000569208-2023-2023-0000-00-REG	FOX, DANA RAY	9/28/2023	Sold/Traded	MOLLY	11/16/2023	64.90	32.45	32.45
0000569623-2023-2023-0000-00-REG	FREEMAN, MICHAEL	9/28/2023	Landfill error	DIANA	11/22/2023	1,050.78	180.00	870.78
0000571111-2023-2023-0000-00-REG	KASHUBA, AMY LYNN	9/28/2023	Sold/Traded	MOLLY	11/29/2023	28.22	3.14	25.08
0000571280-2023-2023-0000-00-REG	MYERS, DUSTIN SCOTT	9/28/2023	Sold/Traded	MOLLY	11/29/2023	19.25	2.75	16.50
0000571899-2023-2023-0000-00-REG	71 SCENIC WOLF RENTAL	9/28/2023	Business closed	MOLLY	11/13/2023	68.88	68.88	0.00
0000572894-2023-2023-0000-00-REG	BLACK, CYNTHIA HALL	9/28/2023	Adjustment	APRIL	11/17/2023	1,577.84	435.47	1,142.37
0000572958-2023-2023-0000-00-REG	FOXDEN CABINS, LLC.	9/28/2023	Business closed	MOLLY	11/13/2023	55.54	41.44	14.10
0000572966-2022-2022-0000-00-REG	MADDYLAND	8/21/2022	Business closed	MOLLY	11/13/2023	13.75	13.75	0.00
0000572966-2023-2023-0000-00-REG	MADDYLAND	9/28/2023	Business closed	MOLLY	11/13/2023	17.19	17.19	0.00
0000572967-2023-2023-0000-00-REG	HARTMAN CREATIONS	9/28/2023	Business closed	MOLLY	11/2/2023	40.57	40.57	0.00
0000574534-2023-2023-0000-00-REG	DERAPS, DEREK THOMAS	9/28/2023	Landfill error	DIANA	11/21/2023	1,095.20	720.00	375.20

0000575811-2023-2023-0000-00-REG	TOWN OF MARSHALL, A NC	9/28/2023	Landfill error	DIANA	11/22/2023	180.00	180.00	0.00
Subtotal							20,367.54	
Total							20,367.54	



Tax Department

Diana Norton
Tax Administrator

Attachment 3.2

Date: December 12, 2023
To: Board of Commissioners
From (Department): Tax Department
Presenter: (Name): Diana Norton
Re: Kania Law Firm Update

No update at this time.

Attached Document:

Recommended Action: None

AMENDMENT
911 Grant Agreement G2023A-06 for the Madison County

THIS AMENDMENT is entered into by and between the North Carolina 911 Board (Board), and Madison County, 348 Medical Park Drive, Marshall, NC 28753 (Madison County).

Whereas the Board and Madison County acknowledge they entered into the Grant Agreement (Agreement) on or about 21 December 2022;

Whereas Madison County has requested an extension of time to execute its obligations under the Agreement due to delays in securing the equipment from the County's supplier, despite diligent efforts by Madison County to secure the same; and

Whereas, the Board has agreed to extend the Agreement, the parties agree to modify the Grant Agreement as follows:

1. The terms of the Agreement shall end on 31 January 2024.
2. No further amendments to the Agreement shall occur.
3. Failure of Madison County to have completed the project per this amended Agreement shall result in the termination of the Agreement.
4. Except as modified herein, the Agreement continues in effect as written and agreed.

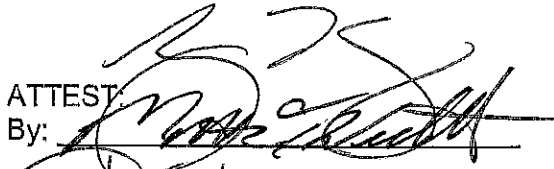
IN WITNESSETH WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Madison County

By: Matt Wechtel

Title: Chairman

Date: December 12, 2023

ATTEST: 
 By: [Signature]
 Date: December 12, 2023

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

By: Kary Ledford
Chief Finance Financial Officer

N.C. 911 Board
By: _____

Title: _____

Date: _____

**A RESOLUTION BY THE COUNTY OF MADISON
TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS**

Attachment **3.4**

WHEREAS Madison County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids.

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and bankruptcy resolutions ("Opioid Settlement Funds") are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation ("MOA") and the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation ("SAAF");

WHEREAS Madison County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS section E.6 of the MOA states that, before spending opioid settlement funds, the local government's governing body must adopt a resolution that:

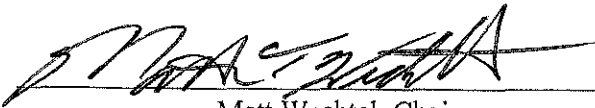
- (i) indicates that it is an authorization for expenditure of opioid settlement funds; and,
- (ii) states the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy; and,
- (iii) states the amount dedicated to each strategy for a specific period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA and SAAF, Madison County authorizes the expenditure of opioid settlement funds as follows:

1. First strategy authorized
 - a. Name of strategy: Recovery Support Services
 - b. Strategy is included in Exhibit A
 - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: 3
 - d. Amounted authorized for this strategy: \$142,832.70
 - e. Period of time during which expenditure may take place:
January 1, 2024, through December 31, 2024
 - f. Description of the program, project, or activity: Using these funds a new program, Madison Recovery Pathways, will be implemented. Under this program clients will receive assistance with housing, employment related support, transportation, and re-entry support. These clients will be provided person centered assessments to determine assistance and resources needed. These clients will also be referred to existing local programs if additional resources are needed outside of this program. All funds and resources provided under this program will be managed by the Community Care Coordinator who will work within the Madison County Health Department, where this program will be established.
 - g. Provider: Community Care Coordinator, \$71,532.70

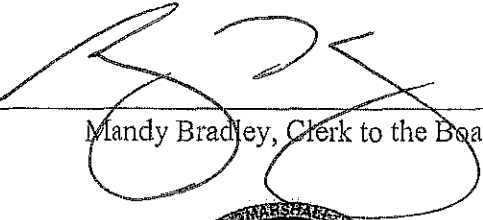
The total dollar amount of Opioid Settlement Funds appropriated in the above named and authorized strategy is \$142,832.70.

Adopted this the 12 day of December, 2023.



Matt Wechtel, Chair
Madison County Board of Commissioners

ATTEST:



Mandy Bradley, Clerk to the Board



**Grant Project Ordinance for the County of Madison, NC for the State and
Local Cybersecurity Grant Program provided by the North Carolina
Department of Public Safety in conjunction with North Carolina
Emergency Management**

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

Section 1: This ordinance is to establish a budget for a project to be funded by the State and Local Cybersecurity Grant Program (SLCGP) Fiscal Year 2022 (FY22) administered by the North Carolina Department of Public Safety In conjunction with North Carolina Emergency Management. The County of Madison has received \$100,000 of FY22 SLCGP funds to be used for cybersecurity updates and training within the county. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1. Integrating license for Nessus Tenable
2. Integrating license for CrowdStrike Falcon
3. Completion of CompTIA Security+ certification for IT staff

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

Internal Project Code	Project Description	Expenditure Category (EC)	Appropriation of SLCGP Funds
5211	Integrate three-year license for Nessus Tenable	2	\$11,871.80
	Integrate one-year license for CrowdStrike Falcon which will be renewed for two additional years	2	\$106,684.98
	Completion of CompTIA Security+ certification for IT staff	2	\$2,160.00
	Total		\$120,716.78

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

2022 NCEM State and Local Cybersecurity Grant Program Funds:	\$100,000
General Fund Transfers:	\$0
Total:	\$100,000

Section 4: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

Section 5: The Information Technology Director is hereby directed to report the financial status of the project annually.

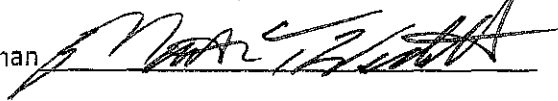
Section 6: Copies of this grant project ordinance shall be furnished to the Board of Commissioners and voted on in a public meeting.

Section 7: This grant project ordinance expires on February 28, 2026, or when all SLCGP funds have been obligated, expended, and all final reports have been completed; whichever occurs sooner.

Adopted on this 12 day of December 2023

Madison County Board of Commissioners

Chairman



Capital Project Ordinance for the County of Madison, NC Cooperative Extension Value-Added Kitchen Project Funded by Dogwood Health Trust

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

Section 1: This ordinance is to establish a budget for a project to be funded by Dogwood Health Trust. The County of Madison has received \$250,000 of Dogwood Health Trust funds. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1. Support building efforts of the new Cooperative Extension Value-Added Kitchen

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

Internal Project Code	Project Description	Expenditure Category (EC)	Appropriation of Dogwood Health Trust Funds
	Construction of a 20x40 metal stud framed building and porch	2	\$250,000
	Total		\$250,000

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

Dogwood Health Trust:	\$250,000
General Fund Transfer:	\$0
Total:	\$250,000

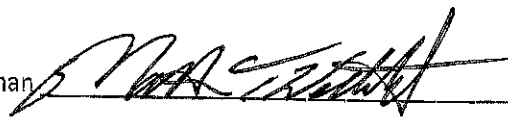
Section 4: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

Section 5: The Madison County Cooperative Extension Director is hereby directed to report the financial status of the project semi-annually.

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

Section 7: This capital project ordinance expires on January 31, 2026, or when all Dogwood Health Trust funds have been obligated, expended, and all final reports have been completed; whichever occurs sooner.

Adopted on this 12 day of December 2023
Madison County Board of Commissioners

Chairman 

Capital Project Ordinance for the County of Madison, NC for the Spring Creek Golden Dogwood Health Trust Grant entitled Spring Creek Office for Rural Economic Development (SCORED).

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

Section 1: This ordinance is to establish a budget to be funded by Dogwood Health Trust. The County of Madison will receive \$350,000 from Dogwood Health Trust for the purpose of Construction-related expenses of the Spring Creek Community Center, formally the Spring Creek School. These funds may be used to the extent authorized by state law.

Section 2: The following revenues are anticipated to be available to complete the project:

Dogwood Health Trust as part of their Economic Opportunity Priority:
\$350,000

Section 3: The following amounts are appropriated for the project and authorized for expenditure:

Dogwood Health Trust: \$350,000 (Construction-related expenses)

(Only one line item is designated for expenditures from these funds entitled Construction-related expenses)

Section 4: The Madison County Finance office working under the direction of the Madison County Board of Commissioners is hereby directed to maintain sufficient, detailed accounting records to satisfy the both the requirements of the grantor in concurrence with the grant agreement and annual county audits.

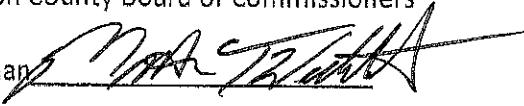
Section 5: The Madison County Finance office working under the direction of the Board of Commissioners is hereby directed to report the financial status of the project on an annual basis or as requested by the Board of Commissioners.

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

Section 7: This capital project ordinance expires or when all the Dogwood Health Trust funds have been obligated, expended and all final reports have been completed, not to exceed January 31, 2026.

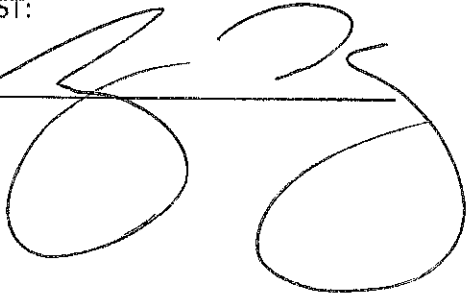
Adopted on this 12 day of December, 2023

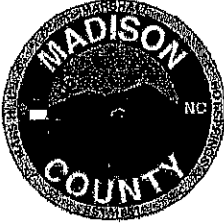
Madison County Board of Commissioners

Chairman 

ATTEST:

Clerk





Tax Department

Diana Norton
Tax Administrator

Date: December 12, 2023

Attachment 3.8

To: Board of Commissioners

From (Department): Tax Department

Presenter: (Name): Diana Norton

Re: Alshaer Appeal

Mr. & Mrs. William Alshaer submitted an appeal to the Tax Office. Habitat built them a house. The Tax Office failed to get the house on the books. When we realized we weren't taxing per NCGS we discovered that house. In doing so we have to put penalties on the bill. The penalties are as follows:

2019 bill \$ 347.07

2020 bill \$ 439.20

2021 bill \$ 329.40

2022 bill \$ 219.60

This property is also located in city limits so they were double hit. I can't remove these fees by law. So they are appealing to you the commissioners to see if you will remove the fees.

Thank you for your consideration.


Attached Document:

Recommended Action: None



Madison County Administration

PO Box 579
Marshall, NC 28753
(828) 649-2854
www.madisoncountync.gov

Date: December 12, 2023
To: Board of Commissioners
From (Department):  County Manager, Rod Honeycutt
Presenter: (Name): Consent Agenda
Re: Alshaer Appeal

Upon information received as included in the previous memo from the Tax Administrator, the recommendation is being made that the appeal made by Mr. and Mrs. William Alshaer be granted at \$1335.27 and the penalties as outlined below be waived so that they are not charged.

The amount that is being requested in the appeal as noted by the Tax Administrator includes penalties as follows:

2019 bill \$347.07
2020 bill \$439.20
2021 bill \$329.40
2022 bill \$219.60

MADISON COUNTY SOLID WASTE DEPARTMENT

2024 HOLIDAY SCHEDULE

HOLIDAY	OBSERVANCE DATE	DAY OF THE WEEK	LOCATION
New Year's Day	January 1 st	Monday	All locations closed
Martin Luther King Jr. Birthday	January 15 th	Monday	All locations closed
Good Friday	March 29 th	Friday	All locations closed
Memorial Day	May 27 th	Monday	All locations closed
Independence Day	July 4 th	Thursday	All locations closed
Labor Day	September 2 nd	Monday	All locations closed
Veterans Day	November 11 th	Monday	All locations closed
Thanksgiving	November 28 th	Thursday	All locations closed
Thanksgiving	November 29 th	Friday	<u>Main Landfill:</u> Open 8AM-12PM <u>Recycling Centers:</u> Regular Operating Hours
Christmas	December 24 th & 25 th	Tuesday & Wednesday	All locations closed
Christmas	December 26 th	Thursday	<u>Main Landfill & Recycling Centers:</u> Regular Operating Hours

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

This **AGREEMENT** is made as of the 12 day of December in the year 2023, by and between the following parties, for services in connection with the Project identified below.

OWNER:

Madison County Government
PO Box 579
Marshall, NC 28753

CONTRACTOR:

JAS of Weaverville, LLC
PO Box 1716
Mars Hill, NC 28754

PROJECT:

(Include Project name and location as it will appear in the Contract Documents)

Project name: Madison County Health Department Building Roof Replacement

Project location: Madison County Health Department
493 Medical Park Drive
Marshall, NC 28753

In consideration of the mutual covenants and obligations contained herein, Owner and Contractor agree as set forth herein.

Article 1 **Scope of Work**

1.1 Contractor shall perform all construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2 **Contract Documents**

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with *Standard Form of General Conditions of Contract Between Owner* ("General Conditions of Contract");

2.1.2 The Basis of Contract Documents, including the Owner's Project Criteria, Contractor's Proposal and the Deviation List, if any, contained in the Contractor's Proposal, which shall specifically identify any and all deviations from Owner's Project Criteria;

2.1.3 This Agreement, including all exhibits and attachments, executed by Owner (List for example, performance standard requirements, performance incentive requirements, markup exhibits, allowances, or unit prices);

2.1.4 The General Conditions of Contract;

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract; and

2.1.6 Supplementary General Conditions.

Article 3 **Interpretation and Intent**

3.1 Contractor and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Contractor and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Contractor and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. Conflicts existing within Section 2.1.2 shall be resolved by giving precedence first to the Deviation List, if any, then the Owner's Project Criteria, and then the Contractor's Proposal.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given to them in the General Conditions of Contract and in applicable Supplementary General Conditions.

3.4 If Owner's Project Criteria contain design specifications: (a) Contractor shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Contractor shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Contractor and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4 **Ownership of Work Product**

4.1 **Work Product.** All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Contractor to Owner under this Agreement ("Work Product") are deemed to be instruments of service which become the property of

the Owner. The Contractor shall have no ownership and property interests (including, but not limited to, intellectual property interests, copyrights, and patents).

4.2 Use of Work Product on other Projects. The Contractor shall have no liability for use of the Work product on other projects by the Owner or others and any such use shall be at the user's risk.

Article 5 **Contract Time**

5.1 Date of Commencement. The Work shall commence within five (5) days of Contractor's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing. The parties agree that the Date of Commencement shall be no later than January 1, 2023, after this Agreement is fully executed.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than 90 consecutive calendar days after the Date of Commencement ("Scheduled Substantial Completion Date"). Substantial Completion is the date upon which the Work is sufficiently complete so that the Owner can occupy and use the Project for its intended purposes pursuant to the definition of Substantial Completion or Substantially Complete set forth in Section 1.2.18 of the General Conditions of Contract.

5.2.2 Contractor shall use its best efforts to meet interim milestones, and shall achieve Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") as follows:

5.2.3 Final Completion of the Work shall be achieved no later than thirty (30) calendar days after the date of Substantial Completion. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Contractor mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages.

5.4.1 Contractor understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Contractor agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Date (the "LD Date"), Contractor shall pay Owner FIVE HUNDRED Dollars (\$500) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

5.4.2 Contractor understands that if Final Completion is not achieved within thirty (30) calendar days after the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Contractor agrees that if Final Completion is not achieved within thirty (30) calendar days after the Scheduled Substantial Completion, Contractor shall pay to Owner TWO HUNDRED FIFTY Dollars (\$250), as liquidated damages for each calendar day that Final Completion is delayed beyond the above-referenced number of days.

Article Six **Contract Price**

6.1 Contract Price. Owner shall pay Contractor in accordance with Article 6 of the General Conditions of Contract the sum of Thirty-Nine Thousand Eight Hundred Dollars (\$39,800.00) ("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.2 Changes in Contract Price Involving Unit Prices. If the Contract Price requires an adjustment due to performance of Work subject to application of unit prices set forth in the Unit Prices Exhibit, the adjustment shall be product of the number of units of Work multiplied by the applicable unit price. No markups, overhead, profit, or other additional costs and charges shall be allowed for the performance of such unit price Work.

6.3 Allowance Items and Allowance Values.

6.3.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in an Allowance Exhibit attached hereto and incorporated herein.

6.3.2 Contractor and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Contractor and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values.

6.3.3 No work shall be performed on any Allowance Item without Contractor first obtaining in writing advanced authorization to proceed from Owner.

6.3.4 The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Contractor's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

6.3.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Sections 6.3.3 and 6.3.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Contractor for the particular Allowance Item and the Allowance Value.

Article 7 **Procedure for Payment**

7.1 Payment

7.1.1 Owner shall pay contractor the full contract price upon completion of the work unless mutually agreed on by the Owner and Contractor.

Article 8 **Termination for Convenience**

8.1 Upon ten (10) days' written notice to Contractor, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Contractor for the following:

8.1.1 The cost of Work performed as of the date the Contractor receives the written notice of termination.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Rod Honeycutt, County Manager
c/o Madison County Government
PO Box 579
Marshall, NC 28753
828.649.2854

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Anthony Willis, Owner
JAS of Weaverville, LLC
PO Box 1716
Mars Hill, NC 28754
828.231.3134

9.2 Contractor's Representatives.

9.2.1 Contractor designates the individual listed below as its Senior Representative ("Contractor's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Anthony Willis, Owner
JAS of Weaverville LLC
PO Box 1716
Mars Hill, NC 28754
828.231.3134

9.2.2 Contractor designates the individual listed below as its Contractor's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Anthony Willis, Owner
JAS of Weaverville LLC
PO Box 1716
Mars Hill, NC 28754
828.231.3134

Article 10 **Insurance**

10.1 Insurance. Contractor and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

Article 11 **Other Provisions**

11.1 Other provisions, if any, are as follows:

11.1.1 Litigation. Any claims, disputes, or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in the state and county in which the Project is located.

11.1.2 E-Verify. The Contractor and the Contractor's Subcontractors are required to comply with the E-Verify requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina regarding employees as a term of this Contract made essential to this Contract by the provisions of § 143-133.3 of the General Statutes of North Carolina. The Contractor represents to and covenants with the Owner that the Contractor and its Subcontractors will fully comply with those statutory E-Verify requirements.

11.1.3 Jessica Lunsford Act. Under North Carolina law, certain sex offenders are prohibited from coming onto school campuses. The Contractor agrees to conduct a check of all its employees and require its Subcontractors to conduct checks of its employees working at the Project site on the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program, and the National Sex Offender Registry.

11.1.4 Access to Records

1. The Contractor shall maintain full, accurate, and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the funds provided under this Agreement separate from accounts for other awards, monetary contributions, or other revenue sources for this Project and make available.
2. The Contractor shall retain all financial records, supporting documents, and all other pertinent records related to this Agreement and the Project for a period of five (5) years from the Termination Date, but in the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

11.1.5 Licenses, Certifications, Permits, Accreditation. The Contractor shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to Owner's proof of any licensure, certification, permit or accreditation upon request.

11.1.6 Solicitation of Small Businesses and Historically Underutilized Businesses.

- a. If the Contractor intends to let any subcontracts, it shall encourage and promote the use of small businesses and historically underutilized businesses, such as (1) assuring that small and historically underutilized businesses are solicited whenever they are potential sources; (2) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and historically underutilized businesses; (3) establishing delivery schedules, where the requirement permits, which encourage participation

by small and historically underutilized businesses; and (4) using the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.

b. For the purposes of this Agreement, an entity shall qualify (1) as an "historically underutilized business" if it is currently certified as such under Chapter 143, Section 128.4 of the N.C. General Statutes, and (2) as a "small business" if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

In executing this Agreement, Owner and Contractor each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER

CONTRACTOR

Madison County Government

JAS of Weaverville LLC

Matt Wechtel, Chairman, Board of Commissioners

Anthony Willis

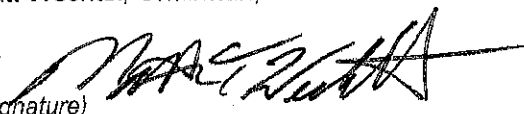
By:

(Signature)

(Printed Name)

(Title)

Date:


Matt Wechtel
Chairman
December 12, 2023


By:

(Signature)

(Printed Name)

(Title)

Date:


Anthony Willis
December 12, 2023

Preaudit Certificate

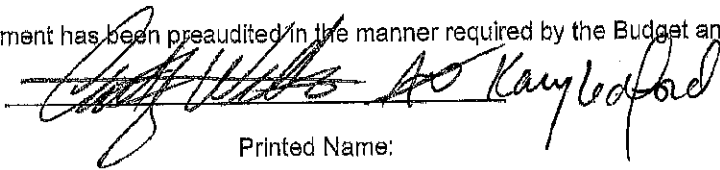
This instrument has been preaudited in the manner required by the Budget and Fiscal Control Act.

Signature:

(Seal)

Printed Name:

Title:


Kay Bedford
Finance Office



Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 71030527
 briefly described as Sheriff County of Madison

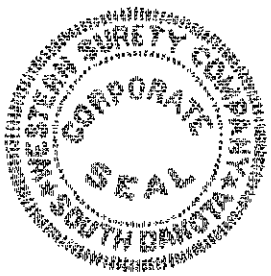
 for James E. Harwood
 _____, as Principal,
 in the sum of \$ Twenty Five Thousand and 00/100 Dollars, for the term beginning
December 6th, 2022, and ending December 6th, 2024, subject to all
 the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 29th day of November, 2022.

WESTERN SURETY COMPANY

By Paul T. Bruflat
 Paul T. Bruflat,
 Vice President



THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.



North Carolina



Western Surety Company

OFFICIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 65677718

That we, Mary Jane Wallin
of Marshall, North Carolina, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of North Carolina, as Surety, are held and firmly bound unto Board of Commissioners County of Madison in the sum of One Hundred Thousand and 00/100 DOLLARS (\$100,000.00), for the payment of which well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

Dated this 3rd day of November, 2021.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been appointed elected to the office of Madison County Registrar of Deeds, for the term beginning the 27th day of October, 2021, and ending the ~~xxxxx~~ Indefinite,

NOW THEREFORE, if the said Principal shall in all things faithfully perform the duties of his office and shall honestly account for all moneys and effects that may come into his hands in his official capacity during the said term, then this obligation to be void, otherwise to remain in full force and effect.

This bond is executed by the Surety upon the following express conditions, which shall be conditions precedent to the right of recovery hereunder:

FIRST: The Surety shall not be liable for the loss of any public moneys or funds resulting from the failure of or default in payment by any Banks or Depositories in which any public moneys or funds have been deposited.

SECOND: This bond may be cancelled by the Surety as to future liability by giving written notice, by certified mail addressed to each, the Principal and the Obligees at Board of Commissioners County of, and thirty (30) days after the mailing of said notices by certified mail, this bond shall be cancelled and null and void as to any liability thereafter arising, the Surety remaining liable, however, subject to all the terms and conditions of this bond for any and all acts covered by this bond up to the date of such cancellation.

Witness to Principal

Principal

Witness to Surety

[Signature]
[Signature]

WESTERN SURETY COMPANY

By

[Signature]

Paul T. Bruflat, Vice President
North Carolina Resident Agent

Countersigned

Approved this _____ day of _____,

**ORDER ADOPTING FINAL UNIFORM SCHEDULES OF VALUES,
STANDARDS, AND RULES FOR 2024 GENERAL REAPPRAISAL OF REAL
PROPERTY AT ITS TRUE VALUE AND ITS PRESENT-USE VALUE**

WHEREAS, pursuant to G. S. § 105-286, Madison County will reappraise all real property in accordance with the provisions of G. S. § 105-283 and G. S. § 105-317; and

WHEREAS, pursuant to the provisions of G. S. 105-317, the Tax Administrator for Madison County has submitted proposed uniform schedules of values, standards, and rules to the Madison County Board of Commissioners; and

WHEREAS, the Board has caused to be published in a newspaper having general circulation in Madison County a notice stating that the proposed uniform schedules of values, standards, and rules have been submitted to the Board of Commissioners and indicating the time and place of a public hearing on the proposed uniform schedules of values, standards, and rules; and

WHEREAS, a public hearing was held at the appointed time and place; and

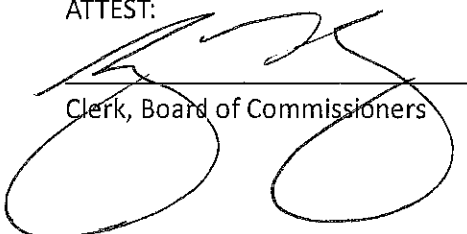
WHEREAS, the Board of Commissioners now approves the final uniform schedules of values, standards and rules, and desires to adopt them by order pursuant to the provisions of G. S. § 105-317.

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE MADISON COUNTY BOARD OF COMMISSIONERS that the final uniform schedules of values, standards, and rules as presented to the Madison County Board of Commissioners on December 12, 2023, are hereby adopted and approved for use in appraising real property at its true value and at its present-use value as of January 1, 2024. A notice of the adoption of this Order shall be published once a week for four successive weeks in a newspaper having general circulation in Madison County. The final schedules shall be available for public inspection at the Office of the Tax Administrator, 5707 U.S. Highway 25/70, Suite 5, Room 25 Marshall, NC.

This 12th day of December, 2023.


Chairman, Board of Commissioners

ATTEST:


Clerk, Board of Commissioners

FY 2025 LOCAL SHARE CERTIFICATION FOR FUNDING

Madison County Transportation Authority
(Legal Name of Applicant)

Requested Funding Amounts

<u>Project</u>	<u>Total Amount</u>	<u>Local Share**</u>
5311 Administrative	\$ 141,300	\$ 21,195 (15%)
5311 Operating (No State Match)	\$ _____	\$ _____ (50%)
5310 Operating (No State Match)	\$ <u>141,000</u>	\$ <u>70,500</u> (50%)
Combined Capital	\$ 200,206	\$ 25,027 (10%)
Mobility Management	\$ _____	\$ _____ (50%)
5310 Capital Purchase of Service	\$ _____	\$ _____ (10%)
ConCPT	\$ _____	\$ _____ (50%)
Capital Cost of Contracting	\$ _____	\$ _____ (%)
Traveler's Aid	\$ _____	\$ _____ (50%)
P2025_Non-Sti Rur Exp	\$ <u>211,000</u>	\$ <u>42,200</u> (20%)
_____	\$ _____	\$ _____ (%)
_____	\$ _____	\$ _____ (%)

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

TOTAL	\$ 743,558	\$ 158,822
	Total Funding Requests	Total Local Share

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

The Local Share is available from the following sources:

<u>Source of Funds</u>	<u>Apply to Grant</u>	<u>Amount</u>
<u>General Fund</u>	Administrative	\$21,195
<u>General Fund</u>	Combined Capital	\$25,027
General Fund	5310 Operating	\$70,500
General Fund	P2025_Non-Sti Rur	\$42,200

TOTAL

\$ 158,822

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

I, the undersigned representing (*Legal Name of Applicant*) Madison County Transportation Authority do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2025 Community Transportation Program and 5307 Governors Apportionment will be available as of July 1, 2024, which has a period of performance of July 1, 2024 – June 30, 2025.



Signature of Authorized Official

Matt Wechtel

Type Name and Title of Authorized Official

12-12-2023

Date

**Madison County
Board of Commissioners**

**Budget Amendment #6
December 12, 2023**

Description	Line Item	Debit	Credit
Tax Administration			
2009 Ad Valorem Tax	10.3100.2009		\$ 1,045.00
2010 Ad Valorem Tax	10.3100.2010		\$ 1,328.00
2011 Ad Valorem Tax	10.3100.2011		\$ 1,368.00
2012 Ad Valorem Tax	10.3100.2012		\$ 1,336.00
Attorney Fees	10.3100.7000		\$ 4,602.00
Attorney Fees	10.4140.1995	\$ 4,602.00	
Adjust to actual			
Library			
eRate Reimbursement	10.3611.5656		\$ 1,439.28
Library Operations	10.6110.5600	\$ 1,439.28	
Adjust to actual			
E-911 Services			
Salaries	10.4331.1210		\$1,118.00
Temp Salaries	10.4331.1260	\$ 1,118.00	
Adust to actual			
Sheriff's Office			
Outreach	10.3431.2900		\$7,000.00
Outreach	10.4310.4800	\$ 7,000.00	
Cooperative Extension			
Professional Services- Salary	10.4950.1950	\$ 6,302.23	
Increase to adjust for 3% increase			
Administration			
Sale of Surplus Property	10.3836.7000		\$ 10,000.00
Payroll Adjustments	10.4130.6000	\$ 3,481.66	
Interest	10.3831.4910		\$ 54,011.23
Health Department			
LabCorp Carryover	10.3513.6600		\$ 8,324.40
LabCorp Carryover	10.5110.6600	\$ 8,324.40	
Med Max Carry	10.3513.7001		\$ 87,888.00
Med Max Carry	10.5110.7001	\$ 87,888.00	
General Grants	10.3513.7000		\$ 87,000.00
General Grants	10.5110.7000	\$ 87,000.00	

Capital Improvement Additional grants	10.5110.5110	\$	40,000.00	
Animal Shelter				
Capital Improvement Replace and repair outside stalls	10.4380.5110	\$	7,709.00	
Department of Social Services				
Salaries	10.5310.1210			\$ 80,000.00
Temp Salaries	10.5310.1260	\$	80,000.00	
Transportation				
Professional Services	10.4522.1990	\$	300.00	
Medicaid (DSS)	10.3452.5310			\$ 71,764.00
Professional Services	10.4522.1990	\$	1,000.00	
Motor Fuels	10.4522.2510	\$	28,453.00	
Capital Improvement	10.4522.5110	\$	37,000.00	
Repairs and Maintenance	10.4522.3530	\$	5,311.00	
Opioid Settlement Fund				
Opioid Funds	10.5911.6350			\$ 11,824.36
Professional Services Funding cycle #2	10.3591.0000	\$	11,824.36	
Sales Tax				
1/4 cent sales tax	10.3232.3115			\$ 56,728.39
Education/Schools				
1/4 cent sales tax	10.5911.7200	\$	56,728.39	
Contingency				
	10.7000.0000	\$	11,295.34	

Capital Project Ordinance for the County of Madison, NC for the National Opioid Settlement Funds

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

Section 1: This ordinance is to establish a financial account and budget to be funded by the National Opioid Settlement Funds administered by the NC DOJ. There are multiple Opioid settlements being negotiated; this Capital Project Ordinance allows for the addition of future settlement funds as they become available. The County of Madison will receive a portion of these funds annually for a period of up to 18 years. These funds may be used to the extent authorized by state law and in accordance with the NC Memorandum of Agreement.

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

National Opioid Settlement Funds: Phase 1: \$1,531,320
Supplemental Agreement for Additional Funds (SAAF): Future amounts to be added as they become available.

These funds will be spent according to the details entailed in the Local Spending Authorization Report to be completed within 90 days of the passage of a budget or resolution/ordinance authorizing the expenditures of opioid settlement funds.

Section 3: The Madison County Finance Office, working under the direction of the Madison County Board of Commissioners, is hereby directed to maintain sufficient, detailed accounting records to satisfy the both the requirements of the NC MOA and annual county audits as required by state law.

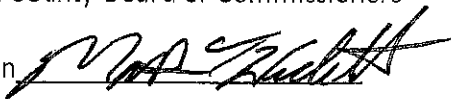
Section 4: The Madison County Finance Office, working under the direction of the Board of Commissioners, is hereby directed to report the financial status of the project on an annual basis or as requested by the Board of Commissioners and complete the required Annual Report(s) for the NC DOJ by September 27th of each year for the duration of the settlement.

Section 5: Copies of this capital project ordinance shall be furnished to the Board of Commissioners and voted on in a public meeting.

Section 6: This capital project ordinance expires on September 27, 2040 or when the entirety of these funds have been expended.

Adopted on this 12 day of December, 2023

Madison County Board of Commissioners

Chairman 

Original form must be received in the CALS Personnel Office by the 5th of the month to be paid, but not more than 30 days in advance. Please submit all forms to your District Directors Office for processing.

COUNTY SALARY CHANGE & SUPPLEMENTAL PAY SHEET

County Increase County Longevity One Time Bonus (e.g. 401K, Holiday, Trust) Other

Effective Date of increase/payment: 7/1/23 County Name: Madison

(All actions must be effective in the same calendar month.)

EMPLOYEE NAME	NCSU Employee ID No. (NCSU Social Security No.)	NCSU POSITION No.	CURRENT COUNTY SALARY (Whole \$ Amount)	For Permanent Salary Changes Only		One-time Payment (Whole \$ Amount)	COMMENTS
				COUNTY INCREASE (Whole \$ Amount)	NEW COUNTY SALARY (Whole \$ Amount)		
Magen Caldwell-Woody	326699	42619	\$21,993	\$660	\$22,653		COLA 3%
Jessica Mollet	639118	2393	\$36,506	\$1,095	\$37,601		COLA 3%
Misty Varnell	1115798	2145	\$25,152	\$755	\$25,907		COLA 3%
Peyton Duckett	200181617	62787	\$24,720	\$742	\$25,462		COLA 3%
Elizabeth Ayers	312088	2141	\$31,930	\$958	\$32,888		COLA 3%

Attachment 8.4

County Official _____ (Print Name) _____ (Title) _____ (Signature) 12/12/23 (Date)

County Extension Director Elizabeth Ayers (Print Name) Director (Title) Elizabeth Ayers (Signature) 12/4/23 (Date)