

The Madison County Board of Commissioners met in regular session on Tuesday, December 10, 2024, 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 Jeremy Hensley, Commissioner Michael Garrison, Commissioner Bill Briggs, 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

Chairman Wechtel requested consideration of the following:

- Remove Item 2c-Mosaic Management Consulting, Inc. Lease from consent agenda and include as item 8c.

County Manager Rod Honeycutt requested consideration of the following:

- Move Item 2d-COPS Grant Emergency Management Communication Tower Funding Acceptance from consent agenda and include as Item 8d.
- Addition of Item 8e-Economic Development Grant Program Proposal

Discussion was had. Upon motion by Vice-Chairman Hensley and second by Commissioner Wyatt, the Board voted unanimously to approve the agenda as modified. (Attachment 1.1)

Agenda Item 2: Consent Agenda

- a. Elderberry Nursing Home Transportation Contract (Attachment 2.1)
- b. Madison Health and Rehabilitation Transportation Contract (Attachment 2.2)
- c. S.L. 2023-134 Water Infrastructure Fund Capital Project Ordinance (Attachment 2.3)
- d. Madison County Public Libraries NC Telehealth Network Association Memorandum of Understanding (Attachment 2.4)
- e. 2025 County Government Office and Solid Waste Holiday Schedule (Attachment 2.5)
- f. Opioid Settlement Funds Amended Settlement Project Ordinance (Attachment 2.6)
- g. Approval of November 12, 2024 (Regular) Meeting Minutes

Chairman Wechtel read the items contained in the consent agenda into the record.

Upon motion by Commissioner Garrison and second by Vice-Chairman Hensley, the Board voted unanimously to approve the consent agenda.

Agenda Item 3: Public Comment

Josh Copus spoke regarding business in the Town of Marshall.
Alex Webber spoke regarding business in the Town of Marshall.
Rhesa Edwards spoke regarding business in the Town of Marshall.
Rick Molland spoke regarding business in the Town of Marshall.
Joel Friedman spoke regarding business in the Town of Marshall.

Upon motion by Commissioner Wyatt and second by Vice-Chairman Hensley, the Board voted unanimously to close public comment. (Attachment 3.1)

Agenda Item 4: Resolution Honoring Major Michelle Quintero

Chairman Wechtel recognized Sheriff James "Buddy" Harwood and the family of Major Michelle Quintero including Coy Phillips, Ashlyn Quintero, and Isaac Quintero as well as read the resolution honoring Major Quintero into record. A copy of the resolution was presented to Major Quintero's family members.

Discussion was had. (Attachment 4.1)

Agenda Item 5: Elizabeth Ayers, Cooperative Extension Director

Ms. Ayers presented and provided an update for Cooperative Extension. Information discussed included the recent building dedication, work of Extension, and building use.

Agenda Item 6: Tammy Cody, Health Director

Ms. Cody provided the 2023 Child Fatality Task Team report and answered questions from the Board. Information discussed included the identification and prevention of fatalities, recommendations, identification of systems operations, prevention of future fatalities, and the County's 2023 child fatality.

Agenda Item 7: Kary Ledford, Finance Officer

a. Budget Amendment #6

Ms. Ledford presented and discussed Budget Amendment #6 for consideration of the Board.

Upon motion by Vice-Chairman Hensley and second by Commissioner Garrison, the Board voted unanimously to approve Budget Amendment #6. (Attachment 7.1)

b. Financial Report

Ms. Ledford presented and discussed the financial report for the month of November 2024. (Attachment 7.2)

Agenda Item 8: Rod Honeycutt, County Manager

a. County Board Appointments

Chairman Wechtel discussed the vacancy for the Parks and Recreation Advisory Board. Upon motion by Chairman Wechtel and second by Commissioner Wyatt, the Board voted unanimously to recommend that we reappoint Robert Chambers to that Board.

Discussion was had regarding vacancies for the Planning Board and Chairman Wechtel opened the floor for nominations for the Board with the following being received:

- Commissioner Briggs nominated Terry Burnette
- Commissioner Garrison nominated Robin Reeves
- Vice-Chairman Hensley nominated Wayne Brigman

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

Upon motion by Chairman Wechtel and second by Vice-Chairman Hensley, the Board voted unanimously to approve.

b. Emergency Medical Services Contract

County Manager Honeycutt presented and discussed the Madison Medics Emergency Medical Services contract noting that it will be presented to the Board for consideration at a future date.

Discussion was had.

c. Mosaic Management Consulting, Inc. Lease

County Manager Honeycutt presented the proposed Mosaic Management Consulting, Inc lease and discussed that it is a result of the devastation to the District Attorney's office and courthouse for the temporary space for the office noting that a ninety-day (90) termination clause would need to be included in the contract as well.

Discussion was had by the Board and County Manager Honeycutt with counsel being provided by County Attorney Laws regarding the need to include FEMA contract provisions in the lease.

Upon motion by Chairman Wechtel and second by Commissioner Garrison, the Board voted unanimously to approve as modified to include the language for the ninety (90) day notice in order to break the lease.

d. COPS Grant Emergency Management Communication Tower Funding Acceptance

Counsel was provided by County Attorney Laws regarding the item being subject to closed session if the Board so chose.

Discussion was had.

e. Economic Development Grant Program Proposal

County Manager Rod Honeycutt discussed information regarding the recent funding request to legislature made on the behalf of the County.

Brad Guth, Development Services Director presented and discussed the request on behalf of the Economic Development Advisory Board for the establishment of the Economic Development Façade and Building Rehabilitation Program in response to devastation caused by the Hurricane Helene event as well as answered questions from members of the Board. Information discussed included the program's purpose, funding, administration, and oversight.

Discussion was had.

d. COPS Grant Emergency Management Communication Tower Funding Acceptance (cont.)

Upon motion by Vice-Chairman Hensley and second by Commissioner Wyatt, the Board voted unanimously to enter into closed session for attorney-client privilege pursuant to N.C.G.S. 143-318.11(a)(3) and N.C.G.S. 143-318.11 (a)(6) at 8:04 p.m.

At 8:42 p.m., upon motion by Vice-Chairman Hensley and second by Commissioner Wyatt, the Board voted unanimously to re-enter the meeting for this evening.

Motion was placed on the floor by Vice-Chairman Hensley to adjourn. Discussion was had with counsel being provided by County Attorney Laws and Vice-Chairman Hensley requested to withdraw his motion to adjourn.

Upon motion by Chairman Wechtel and second by Commissioner Garrison, the Board voted unanimously to amend the agenda for a courthouse update.

Courthouse Update

County Manager Honeycutt provided an update regarding the courthouse and the damage sustained from the Hurricane Helene event at the courthouse and the Sprinkle Shelton building as well as answered questions from members of the Board. Information discussed included temporary facilities, cost analysis requirements, FEMA requirements, and future issuance of a request for proposals for the project.

Discussion was had.

Item 9: Adjournment

Upon motion by Commissioner Garrison and second by Commissioner Wyatt, the Board voted unanimously to adjourn at 9:02 p.m.

This the 10th day of December 2024.

MADISON COUNTY



Matt Wechtel, Chairman
Board of Commissioners

ATTEST:

Mandy Bradley, Clerk

Madison County Board of Commissioners
Agenda
December 10, 2024

7:00 P.M.

Meeting Called To Order
Pledge of Allegiance
Moment of Silence

1. Agenda Approval
2. Consent Agenda
 - a. Elderberry Nursing Home Transportation Contract
 - b. Madison Health and Rehabilitation Transportation Contract
 - c. S.L. 2023-134 Water Infrastructure Fund Capital Project Ordinance
 - d. Madison County Public Libraries NC Telehealth Network Association Memorandum of Understanding
 - e. 2025 County Governmental Offices and Solid Waste Holiday Schedule
 - f. Opioid Settlement Funds Amended Settlement Project Ordinance
 - g. Approval of November 12, 2024 (Regular) Meeting Minutes
3. Public Comment
4. Matt Wechtel, Board of Commissioners Chairman
Resolution Honoring Major Michelle Quintero
5. Elizabeth Ayers, Cooperative Extension Director
Cooperative Extension Update
6. Tammy Cody, Health Director
Child Fatality Task Team Report
7. Kary Ledford, Finance Officer
 - a. Budget Amendment #6
 - b. Financial Report
8. Rod Honeycutt, County Manager
 - a. County Board Appointments
 - b. Emergency Medical Services Contract
 - c. Mosaic Management Consulting, Inc. Lease
 - d. COPS Grant-Emergency Management Communication Tower Funding Acceptance
 - e. Economic Development Grant Program Proposal
9. Adjournment

TRANSPORTATION CONTRACT

MADISON COUNTY TRANSPORTATION AUTHORITY (MCTA)

AND

ELDERBERRY NURSING HOME

July 2024-June 2025

THIS AGREEMENT, effective this 1st day of July 2024 by and between Madison County Transportation Authority herein after referred to as MCTA and Elderberry Nursing Home- Marshall, NC 28753.

Now, therefore In consideration of the mutual covenants set forth therein, MCTA and Elderberry Nursing Home agree as follows:

SECTION 1: PURPOSE OF AGREEMENT:

The purpose of this Agreement is to state the terms and conditions and mutual understanding of the parties, as to the manner in which MCTA will provide transportation services for Elderberry Nursing Home .

The purpose of this Agreement is to provide efficient and effective specialized transportation services to Elderberry Nursing Home.

SECTION 2: MCTA AGREES:

- To provide transportation services to clients of Elderberry Nursing Home. Service will include transporting clients from Elderberry Nursing Home to prearranged destination and return if needed. This transportation will be available during MCTA normal workdays. Schedule of Holidays will be provided.
- To provide service during inclement weather in accordance with the policies and procedure of Madison County Inclement Weather Policy.
- To maintain insurance and safe public transportation vehicles; which meet the requirements of the North Carolina Department of Transportation-Public Transportation Division.
- To provide transportation services which utilize qualified, trained drivers and vehicles that are equipped, maintained and operated in a safe manner.
- Submit to Elderberry Nursing Home each month an Itemized statement based on the rates set forth.

Madison County Transportation Authority
387 Long Branch Road, Marshall, NC 28753
828-649-2219

SECTION 3: Elderberry Nursing Home AGREES:

- To provide MCTA with appointments in writing at least 2-3 days in advance, for scheduling purposes. Once an appointment is known, please contact MCTA for scheduling. We understand there are appointments that come up unexpectedly; we ask that if available, that scheduling occur with as much advanced notice as possible.
- To provide MCTA with appointment times between 8am and 3:30pm; for transport within Madison County.
- To provide MCTA with appointment times between 8am and 2:00pm; for transport to Buncombe County.
- To provide MCTA with the client's destination information and special needs or assistance that might be required.
- To provide MCTA with the full name & DOB so that a proper registration form may be completed for our data base and document requirements.
- To provide MCTA with adequate notice of cancellation of prescheduled transportation. "Adequate Notice is defined as two hours before transportation or evening before".
- To confirm appointment the day before transport.
- To have passenger ready at 1.5 hours before standard appointment, unless MCTA notes differently. Access to time of pick up will be provided the day before the appointment.
- To reimburse MCTA for transportation services within thirty (30) days from the date of the monthly statement as submitted by MCTA.
- Follow MCTA's rules and regulations listed in policy and procedure manuals.

SECTION 4: Cost of Service:

- By mutual agreement, Elderberry Nursing Home agrees to pay \$3.50 per mile. (Calculated by direct miles)

SECTION 5: Period of Performance:

- By mutual agreement, this contract shall be effective July 1st, 2024 and shall terminate June 30, 2025 unless renewed or amended by mutual consent of both parties.
- In the event of noncompliance with any provision of this agreement, either party may terminate the agreement by giving the other party thirty (30) days of advance notice.

Madison County Transportation Authority
387 Long Branch Road, Marshall, NC 28753
828-649-2219

"No person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

IN WITNESS WHEREOF, parties hereto have executed this Agreement this day and year first written.

Madison County Transportation Authority



Matthew Wechtel, Chairman

Madison County Board of Commissioners

12/10/24

Date

Representative and Title

Elderberry Nursing Home, Marshall, NC 28753

Date

TRANSPORTATION CONTRACT

MADISON COUNTY TRANSPORTATION AUTHORITY (MCTA)

AND

MADISON HEALTH & REHABILITATION

July 2024-June 2025

THIS AGREEMENT, effective this 1st day of July 2024 by and between Madison County Transportation Authority herein after referred to as MCTA Madison Health & Rehabilitation -- Mars Hill, NC 28754.

Now, therefore in consideration of the mutual covenants set forth therein, MCTA and Madison Health & Rehabilitation agree as follows:

SECTION 1: PURPOSE OF AGREEMENT:

The purpose of this Agreement is to state the terms and conditions and mutual understanding of the parties, as to the manner in which MCTA will provide transportation services for Madison Health & Rehabilitation.

The purpose of this Agreement is to provide efficient and effective specialized transportation services to Madison Health & Rehabilitation.

SECTION 2: MCTA AGREES:

- To provide transportation services to clients of Madison Health & Rehabilitation. Service will include transporting clients from Madison Health & Rehabilitation to prearranged destination and return if needed. This transportation will be available during MCTA normal workdays. Schedule of Holidays will be provided.
- To provide service during inclement weather in accordance with the policies and procedure of Madison County Indement Weather Policy.
- To maintain insurance and safe public transportation vehicles; which meet the requirements of the North Carolina Department of Transportation-Public Transportation Division.
- To provide transportation services which utilize qualified, trained drivers and vehicles that are equipped, maintained and operated in a safe manner.
- Submit to Madison Health & Rehabilitation each month an Itemized statement based on the rates set forth.

Madison County Transportation Authority
387 Long Branch Road, Marshall, NC 28753
828-649-2219

SECTION 3: Madison Health & Rehabilitation AGREES:

- To provide MCTA with appointments in writing at least 2-3 days in advance, for scheduling purposes. Once an appointment is known, please contact MCTA for scheduling. We understand there are appointments that come up unexpectedly; we ask that if available, that scheduling occur with as much advanced notice as possible.
- To provide MCTA with appointment times between 8am and 3:30pm; for transport within Madison County.
- To provide MCTA with appointment times between 8am and 2:00pm; for transport to Buncombe County.
- To provide MCTA with the client's destination information and special needs or assistance that might be required.
- To provide MCTA with the full name & DOB so that a proper registration form may be completed for our data base and document requirements.
- To provide MCTA with adequate notice of cancellation of prescheduled transportation. "Adequate Notice is defined as two hours before transportation or evening before".
- To confirm appointment the day before transport.
- To have passenger ready at 1.5 hours before standard appointment, unless MCTA notes differently. Access to time of pick up will be provided the day before the appointment.
- To reimburse MCTA for transportation services within thirty (30) days from the date of the monthly statement as submitted by MCTA.
- Follow MCTA's rules and regulations listed in policy and procedure manuals.

SECTION 4: Cost of Service:

- By mutual agreement, Madison Health & Rehabilitation agrees to pay \$3.50 per mile.
(Calculated by direct miles)

SECTION 5: Period of Performance:

- By mutual agreement, this contract shall be effective July 1st, 2024 and shall terminate June 30, 2025 unless renewed or amended by mutual consent of both parties.
- In the event of noncompliance with any provision of this agreement, either party may terminate the agreement by giving the other party thirty (30) days of advance notice.

Madison County Transportation Authority
387 Long Branch Road, Marshall, NC 28753
828-649-2219

"No person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

IN WITNESS WHEREOF, parties hereto have executed this Agreement this day and year first written.

Madison County Transportation Authority



Matthew Wechtel, Chairman
Madison County Board of Commissioners

12/10/24
Date

Representative and Title
Madison Health & Rehabilitation, Mars Hill, NC 28754

Date

Capital Project Ordinance for the County of Madison, NC for Water and Wastewater Directed Projects funded through Session Law 2023-134

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 section 12.2 (e) of Session Law 2023-134. Funding for this appropriation is provided by the Clean Water and Drinking Water Reserve through the North Carolina Department of Environmental Quality Water Infrastructure Fund. The County of Madison has received \$18,000,000 of these directed grant funds for the purpose of capital improvements to water and wastewater facilities. These funds may be used to the extent authorized by state law.

1. Support capital improvements to water and wastewater facilities within Madison County

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

Internal Project Code	Project Description	Expenditure Category (EC)	Appropriation of Session Law 2023-134 Funding
	Town of Hot Springs Water Consolidation	EC3 and EC4	\$2,900,000
	Town of Marshall Wastewater System Improvements	EC3 and EC4	\$7,550,000
	Town of Mars Hill Wastewater System Improvements	EC3 and EC4	\$7,550,000
	Total		\$18,000,000

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

Session Law 2023-134 Appropriation	\$18,000,000
General Fund Transfer:	\$0
Total:	\$18,000,000


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 Grant Coordinator is hereby directed to report the financial status of the project as requested by the grantor agency.

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 when all funds appropriated to Madison County by section 12.2 (e) of Session Law 2023-134 have been obligated, expended, and all final reports have been completed; whichever occurs sooner.

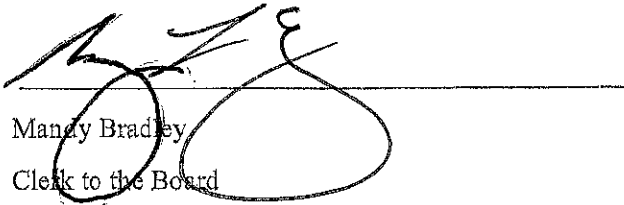
Adopted on this 10 day of December, 2024



Matthew Wechtel

Chairman, Board of Commissioners

ATTEST:



Mandy Bradley
Clerk to the Board

Memorandum of Understanding Between The North Carolina Telehealth Network Association and the Madison County Public Libraries

Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish a framework of cooperation and to facilitate collaboration between the North Carolina Telehealth Network (NCTNA) and the Madison County Public Libraries (MCPL) in order to successfully set up and manage the Madison County Telehealth Access Pilot project, a proof of concept that seeks to expand telehealth access points in rural NC communities. This MOU outlines the roles, responsibilities, and expectations of each party to ensure a successful partnership and to achieve the mutual goals to:

- Provide covered patients with access to high-quality health care while they remain in their local, rural communities
- Empower covered patients to: 1) gain access to the internet, 2) gain basic mastery of common computer applications (e.g. email, browser), 3) gain functional mastery of telehealth applications and devices that address their medical conditions and 4) gain a level of health literacy that enables them effectively to participate in their own care.

Both parties recognize the potential benefits of working together, and this MOU outlines the terms and conditions under which they will collaborate to achieve their mutual project goals.

Parties

This Memorandum of Understanding (MOU) is entered into by and between:

1. North Carolina Telehealth Network Association (NCTNA)
 - o Address: 6840 Palafox Drive, Concord, NC, 28025
 - o Contact Person: John Graham
 - o Title: President
 - o Email: jwgraham0001@gmail.com
 - o Phone: 919-360-3000

2. Madison County Public Libraries (MCPL)

- o Address: 1335 N. Main Street, Marshall, NC 28753
- o Contact Person: Kim Bellofatto
- o Title: Library Director
- o Email: kbellofatto@madisoncountync.gov
- o Phone: 828-649-3741

Each party agrees to collaborate and work together in good faith to achieve the objectives outlined in this MOU.

Scope of Collaboration

This project will locate internet access points, healthcare consultation space, and telehealth device lending services in the Madison County libraries in Marshall, Hot Springs, and Mars Hill. As such, the libraries will play a key role in the setup and management of the project. To this end, the libraries will work with NCTNA and other team members to designate and prepare consultation space in their facilities, establish and oversee telehealth lending services, and coordinate with local healthcare providers on telehealth policy and procedures. In conjunction with MCPL, NCTNA will provide administrative support for MCPL, setting clear and well-understood goals and objectives, creating an evolving project plan, designating tasks, managing the project budget and any reimbursements, managing risk, promoting effective stakeholder communication, monitoring progress and reporting, and working together to solve problems.

Responsibilities

NCTNA agrees to:

- Collaborate with MCPL to draft portions of the project plan that pertain to MCPL responsibilities including tasks, assignments, and timelines
- In collaboration with MCPL, manage the budgets, contracts, and jobs associated with the renovation of library space, acquisition and distribution of telehealth devices, and the development and execution of a public-facing communications strategy
- Coordinate joint team-member activities (e.g. telehealth scheduling policy and procedure)

- Meet with MCPL and other team members on a regular basis to assure full and timely communications between MCPL, NCTNA, and other team members
- Oversee the project budget and expenditures that pertain to MCPL activities
- Secure regular program and financial updates from MCPL, incorporate these updates with those from other team members, and provide a program and financial update to ODEL on a monthly basis

MCPL agrees to:

- Identify consultation spaces and provide guidance on library renovations
- Establish and manage device lending policy and procedures
- Provide guidance on library broadband connectivity (any possible modifications to existing services)
- Establish and manage consultation room reservation policy and procedure
- Manage library staff assignments and day-to-day operations
- Participate in periodic program reviews/evaluations
- Participate in regular and ad hoc project team meetings and in ongoing team communications
- Collaborate with healthcare providers and digital health navigator on patient scheduling and provision of telehealth services (will not be providing telehealth services)
- Provide monthly project updates
- Possibly, establish a “healthy lifestyles” resource section in the library
- Assist in public-facing communications about the telehealth program to members of the Madison County communities

Duration

This MOU is effective upon signature by the authorized officials from NCTNA and MCPL and will remain in effect until December 31, 2026 unless modified or terminated by mutual consent.

Resources

NCTNA agrees to:

- Assign staff resources per the project budget to manage and monitor the project
- Make funding designated in the project budget available to complete the proposed renovations, to purchase/maintain the telehealth devices, to provide a digital navigator and related services, and to provide digital health literacy training

MCPL agrees to :

- Assign staff resources necessary to set up and operate the program's telehealth services
- Provide space for on-site telehealth consultations
- Assign staff to assist in public-facing communications

Confidentiality

Both parties agree to maintain the confidentiality of any proprietary or sensitive information shared during the term of this MOU.

1. Confidential Information: For the purposes of this MOU, "Confidential Information" means any information, whether written, oral, or in any other form, that is disclosed by one party to the other and is designated as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure.
2. Obligations: Each party agrees to:
 - o Maintain the confidentiality of the Confidential Information and not disclose it to any third party without the prior written consent of the disclosing party.
 - o Use the Confidential Information solely for the purposes of fulfilling their obligations under this MOU.
 - o Take all reasonable measures to protect the confidentiality of the Confidential Information, which shall be at least as protective as the measures it uses to protect its own confidential information.
3. Exclusions: Confidential Information does not include information that:
 - o Is or becomes publicly known through no breach of this MOU by the receiving party.
 - o Is rightfully received from a third party without breach of any obligation of confidentiality.

- Is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.
 - Is required to be disclosed by law or by a governmental authority, provided that the receiving party gives the disclosing party prompt notice of such requirement and cooperates with the disclosing party in seeking any appropriate protective order.
4. Duration: The obligations of confidentiality shall survive the termination or expiration of this MOU for a period of one year from the date of such termination or expiration.

Dispute Resolution

In the event of a dispute, controversy, or claim arising out of or relating to this Memorandum of Understanding, or the breach, termination, or invalidity thereof (a "dispute"), the Parties will use their best efforts to settle promptly such dispute through direct negotiation. Any dispute that is not settled within sixty (60) days from the date either Party has notified the other Party of the nature of the dispute and of the measures that should be taken to rectify it will be resolved through consultation between the Library Director of MCPL and the CEO of NCTNA or their duly authorized representatives. Each Party will give full and sympathetic consideration to any proposal advanced by the other to settle amicably any matter for which no provision has been made or any controversy as to the interpretation or application of this MOU.

Termination

- Mutual Agreement: This MOU may be terminated at any time by mutual written consent of both parties.
- Notice of Termination: Either party may terminate this MOU by providing thirty (30) days written notice to the other party.
- Breach of Terms: In the event that either party fails to comply with the terms and conditions of this MOU, the non-breaching party may terminate this MOU immediately upon written notice to the breaching party.
- Effect of Termination: Upon termination of this MOU, all rights and obligations of the parties hereunder shall cease, except for obligations that expressly survive termination.

- Final Settlement: Within thirty (30) days of termination, the parties shall settle all outstanding obligations and payments.

Amendments

This MOU may be amended by mutual agreement of both parties in writing. This Memorandum of Understanding (MOU) may be amended or modified only by a written agreement signed by authorized representatives of both parties. Any amendments or modifications shall be effective as of the date specified in the written agreement and shall be attached to this MOU as an addendum.

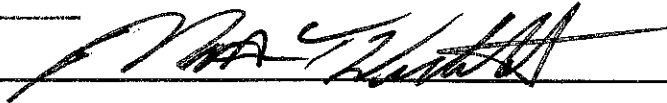
Signatures:

[Name]

[Title]

[Party A]

Date: _____



[Name]

[Title]

[Party B]

Date: _____



Madison County Government 2025 Holiday Schedule

Holiday	Observance Date	Day of the Week
New Year's Day	January 1 st	Wednesday
Martin Luther King, Jr. Birthday	January 20 th	Monday
Good Friday	April 18 th	Friday
Memorial Day	May 26 th	Monday
Independence Day	July 4 th	Friday
Labor Day	September 1 st	Monday
Veterans Day	November 11 th	Tuesday
Thanksgiving	November 27 th November 28 th	Thursday & Friday
Christmas	December 24 th December 25 th December 26 th	Wednesday, Thursday & Friday



**Madison County Government
Solid Waste Department
2025 Holiday Schedule**

Holiday	Observance Date	Day of the Week	Location
New Year's Day	January 1 st	Wednesday	All locations closed
Martin Luther King, Jr. Birthday	January 20 th	Monday	All locations closed
Good Friday	April 18 th	Friday	All locations closed
Memorial Day	May 26 th	Monday	All locations closed
Independence Day	July 4 th	Friday	All locations closed
Labor Day	September 1 st	Monday	All locations closed
Veterans Day	November 11 th	Tuesday	All locations closed
Thanksgiving	November 27 th	Thursday	All locations closed
Thanksgiving	November 28 th	Friday	<u>Main Landfill:</u> Open 8AM-12PM <u>Recycling Centers:</u> Regular Operating Hours
Christmas	December 24 th December 25 th	Wednesday & Thursday	All Locations Closed
Christmas	December 26 th	Friday	<u>Main Landfill & Recycling Centers:</u> Regular Operating Hours

Settlement Project Ordinance for the Madison County Opioid Settlement Funds (Amended)

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

Section 1: This ordinance is to establish a budget for programs and projects funded by the County's opioid settlement funds. According to the Memorandum of Agreement (NC MOA) executed by the County and State of North Carolina, the opioid settlement funds are legally restricted to certain purposes:

Option A: A County may fund one or more strategies from a shorter list of high-impact strategies to address the epidemic; or

Option B: If the County first undertakes a collaborative strategic planning process it may choose a strategy from the shorter list of Option A strategies, or a longer list of strategies included in the national settlements.

Section 2: Pursuant to the NC MOA, the Board of Commissioners have adopted an Authorizing Resolution that identifies the strategies that the County intends to undertake. The appropriations below are consistent with the programs and projects identified in that Authorizing Resolution.

Section 3: The following amounts are appropriated for each program and/or project and are authorized for expenditure:

Internal Project Code	Project Description	Appropriation of Opioid Settlement Funds	Appropriation of Other County Revenues
	Madison Recovery Pathways expenditures under Option A, Strategy 3	\$200,816.00	\$0
	TOTAL	\$200,816.00	\$0

Section 4: The following revenues are anticipated to be available to complete the program(s) and/or project(s):

Opioid Settlement Project Funds: \$200,816.00

Opioid Settlement Total Fund Balance: \$812,179.30

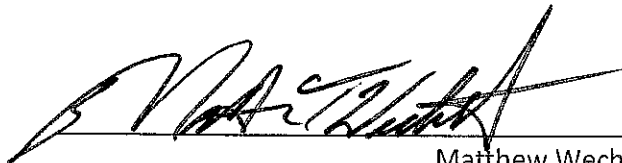
Section 5: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting and other compliance records to satisfy the requirements of the NC MOA and State law.

Section 6: The Finance Officer is hereby directed to report the financial status of the program(s) and/or project(s) to the governing board on a quarterly basis.

Section 7: Copies of this settlement project ordinance shall be furnished to the Board of Commissioners and voted on in a public meeting.

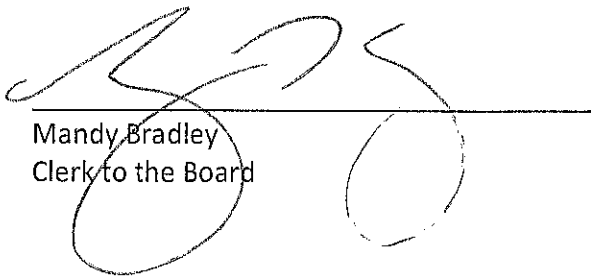
Section 8: This settlement project ordinance becomes effective on January 1st, 2025, and expires concurrently with the active Authorizing Resolution as approved by the Board of Commissioners.

Adopted this the ____10th____ day of ____December____, 2024.



Matthew Wechtel
Chairman, Board of Commissioners

ATTEST:



Mandy Bradley
Clerk to the Board



Madison County Commissioners Meeting

Public Comment

December 10, 2024

7:00pm

North Carolina Cooperative Extension-Madison County Center

3 Minute Time Limit

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

	Name	Signature
1.	JOSH COPUS	
2.	Alex Webber	A. Webber
3.	Rhesa Edwards	Rhesa S. Edwards
4.	RICK MOLLAND	
5.	Joel Friedman	
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STATE OF NORTH CAROLINA

RESOLUTION

COUNTY OF MADISON

WHEREAS, Major Michelle Lynn Elliot Quintero, started her career with the Madison County North Carolina Sheriff's Office on June 4, 2007; and

WHEREAS, Major Quintero faithfully served the citizens of Madison County for over 17 years as a Telecommunicator, Telecommunicator Supervisor, Administrative Assistant to the Sheriff, sworn Deputy, Operation's Captain, and Jail Administrator; and

WHEREAS, Major Quintero was an exceptional professional leader with a strong work ethic and commendable dedication to the criminal justice system; and

WHEREAS, Major Quintero was a sworn Sheriff's Deputy who exemplified distinguished honor and integrity; and

WHEREAS, Major Quintero was an exemplary role model and inspiration to her employees, co-workers, sworn law enforcement partners, and state Juvenile Justice colleagues; and

WHEREAS, Major Quintero was a Jail Administrator that always set the bar high championing wise and judicious local and state detention facility polices; and

WHEREAS, Major Quintero had a genuine love and devotion to her faith, family, friends, and the inmates she managed and nurtured; and

WHEREAS, Major Quintero sacrificed her time, energy, and ultimately her life faithfully serving the good of all humanity, she is worthy of a special honor and public recognition as a sworn Law Enforcement Officer, supervisor, leader, friend, mother, grandmother, wife, and sister in Christ.

NOW, THEREFORE, by Chairman Matthew Wechtel and the Madison County Board of Commissioners IT IS ORDERED:

Section 1. That this Board sets December 20, 2024, as "Major Michelle Quintero Day" in honor of her birthday and her unwavering sacrificial service to the County of Madison.

Section 2. That this Board, pursuant to N.C. General Statute 17F-20, shall award to Major Quintero's husband, Isaac V. Quintero, the badge worn by Major Quintero in service to the County of Madison.

Section 3. That this Board, pursuant to N.C. General Statute 17F-20, shall award to Major Quintero's son, Madison County Deputy Isaac D. Quintero, the handgun Major Quintero carried in service to the County of Madison.

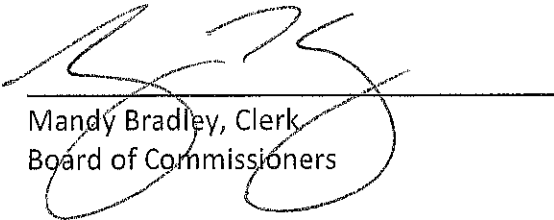
ADOPTED this the 10th day of December 2024, by the Chairman and Board of Commissioners for Madison County, North Carolina.

MADISON COUNTY



Matt Wechtel, Chairman
Board of Commissioners

ATTEST:



Mandy Bradley, Clerk
Board of Commissioners

**Madison County
Board of Commissioners**

Attachment 7.1

**Budget Amendment #6
December 10, 2024**

Description	Line Item	Debit	Credit
Emergency Management			
Helene Donations	10.3433.5000		\$ 7,015.00
Helene Donations	10.4337.5000	\$ 7,015.00	
Library			
Nonrecurring State Aid	10.3611.5720		\$ 3,654.00
Nonrecurring State Aid	10.6110.5720	\$ 3,654.00	
Transportation			
Misc. Income	10.3452.8460		\$ 500.00
Office Supplies	10.4522.2610	\$ 500.00	
Recording of donation			
Water/WasteWater CPO			
Revenue SL 2023-134	60.3511.5000		\$ 18,000,000.00
Town of Hot Springs	60.5311.5180	\$ 2,900,000.00	
Town of Mars Hill	60.5311.5380	\$ 7,550,000.00	
Town of Marshall	60.5311.5280	\$ 7,550,000.00	
Sales Tax			
1/4 cent sales tax	10.3232.3115		\$ 43,165.42
Education/Schools			
1/4 cent sales tax	10.5911.7200	\$ 43,165.42	
Contingency			
	10.7000.0000		

Attachment 7.2

We are at 41.65% of the FY25 budget.

Bank balances at November 30, 2024 are as follows:

	Unrestricted	Restricted
General Fund	\$ 4,501,139.97	
Debt Service Fund		\$ 288,333.77
Capital Outlay Fund	\$ 426,579.37	
Capital Management	\$ 18,663,933.40	\$ 1,805,353.05
Occupancy Tax Fund		\$ 71,980.99
Revaluation Fund		\$ 199,515.45
Tourism Development		\$ 2,075,854.72
Automation Fund		\$ 174,103.05
Drug Seizure Fund		\$ 10,793.51
Inmate Trust Fund		\$ 31,185.75
Soil & Water Conservation		\$ 39,523.49
Opold Settlement		\$ 812,179.30
Courthouse SCIF Grant GPO		\$ 2,722,583.36
Fairgrounds GPO		\$ 1,201,954.03
Arpa Cash Management Fu	\$ 3,963,779.58	\$ -
Total of All Accounts:	\$ 27,555,432.32	\$ 9,433,360.47
New Jail Loan	\$ (607,008.00)	(Due In February)
School Debt Service	\$ (429,667.00)	(Due In February)
40-42 Set Aside for Schools	\$ (1,996,152.56)	
Unspent Grant/Restricted I	\$ (2,032,736.50)	
Adoption Promotion Fund	\$ (63,219.84)	
Encumbered Amounts	\$ (6,592,355.41)	
911 Funds	\$ (101,969.88)	
Goldenleaf Funds	\$ (78,195.00)	
Arpa Funds	\$ -	
Total assigned and restricti	\$ (11,901,354.19)	
	General	Landfill
Unassigned and Unrestricti	\$ 6,220,717.66	\$ (756,647.21)

SUMMARIES:

Percentage of budget at November 30, 2024 is:

General Fund:		YTD	
Revenues	\$ 3,884,611.28	\$ 10,474,588.42	25.17
Expenditures	\$ 2,691,578.70	\$ 11,604,431.15	28.21

General Fund	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 11/23
Revenues to Date:	\$ 3,884,611.28	\$ 10,474,588.42		25.17	\$ 15,919,392.21
Expenditures to Date:	\$ 2,691,578.70	\$ 11,604,431.15	\$ 5,763,328.20	28.21	\$ 12,580,228.47
Gain/Loss to Date:	\$ 1,193,032.58	\$ (1,129,842.73)			\$ 3,339,163.74

Contingency

Landfill	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 11/23
Revenues to Date:	\$ 500,960.64	\$ 670,914.39		23.10	
Expenditures to Date:	\$ 220,698.89	\$ 1,018,895.20		35.08	\$ 1,004,672.01
Gain/Loss to Date:	\$ 280,261.75	\$ (347,980.81)			

Contingency

911 Emergency Telephone	MTD	YTD		% OF BUDGET	Year to Date 11/23
Revenues	\$ 7,281.71	\$ 34,599.25		39.60	\$ 31,351.61
Expenditures	\$ -	\$ 14,395.00		11.93	\$ 30,989.76
Gain/Loss	\$ 7,281.71	\$ 20,204.25			\$ 361.85

Contingency \$-

GENERAL FUND:					
DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 11/23	
Vehicle Tax	\$ 79,895.92	\$ 517,056.97	60.55	\$	549,771.43
Overages/Underages					
Ad Valorem Tax Interest	\$ 3,255.92	\$ 41,162.52	32.93	\$	52,168.99
Late Listing Fee	\$ 1,697.76	\$ 3,193.16	21.29	\$	5,058.50
Legal Fees					
2012 Ad Valorem Tax					
2013 Ad Valorem Tax		\$ 455.00			
2014 Ad Valorem Tax		\$ 720.57	12.01	\$	2,372.34
2015 Ad Valorem Tax		\$ 1,260.58	18.01	\$	1,648.25
2016 Ad Valorem Tax		\$ 2,174.15	27.18	\$	2,338.67
2017 Ad Valorem Tax		\$ 2,331.88	29.15	\$	5,674.73
2018 Ad Valorem Tax		\$ 2,563.49	28.48	\$	4,811.69
2019 Ad Valorem Tax	\$ 27.50	\$ 4,944.79	49.45	\$	7,355.44
2020 Ad Valorem Tax	\$ 520.26	\$ 8,290.94	82.91	\$	13,407.60
2021 Ad Valorem Tax	\$ 280.29	\$ 13,830.93	55.32	\$	29,380.27
2022 Ad Valorem Tax	\$ 3,405.16	\$ 244,522.69	40.70	\$	78,201.04
2023 Ad Valorem Tax	\$ 5,104.22	\$ 91,774.11	45.89	\$	6,138,357.37
2024 Ad Valorem Tax	\$ 2,659,943.80	\$ 2,680,219.88	20.18		
Collection Fees: Marshall					
Collection Fees: Mars Hill					
Collection Fees: Hot Springs					
Sale of Tax Maps					
Tax Office Copies					
Returned Check					
Refunds/Overpayment of Taxes					
Contra: Returned Check					
Sale of Foreclosed Property					
Contra: Foreclosed Property Expenses					
Sales Tax/Video Programming					
Sales Tax	\$ 567,189.41	\$ 2,535,233.43	37.02	\$	2,562,219.81
Gas Tax Refund/State		\$ 2,249.88	8.33	\$	7,611.98
Payment in Lieu of Taxes					
Forest Service Timber Sales					
Clerk of Court	\$ 8,303.40	\$ 21,905.72	28.82	\$	39,766.62
Board of Elections					
Register of Deeds	\$ 27,079.15	\$ 169,702.55	34.94	\$	249,174.60
Sheriff's Department	\$ 189,046.72	\$ 1,332,357.93	40.69	\$	1,263,682.94
Emergency Management	\$ 250.00	\$ 39,015.06	0.08	\$	20,625.00
Inspections	\$ 8.55	\$ 70,977.88	3.92	\$	168,478.04
Animal Control	\$ 11,855.00	\$ 21,939.00	151.30	\$	8,432.01
Transportation	\$ 10,360.46	\$ 163,657.86	18.76	\$	364,700.45
Cooperative Extension Service					
Soil & Water Conservation					

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 11/23
Grant Revenues/JCPC/DJJD	\$ 8,035.00	\$ 100,415.82	17.66	\$ 268,210.02
Health Department	\$ 67,805.71	\$ 631,187.86	25.66	\$ 1,183,146.21
Medicaid Hold Harmless Tax				
Social Services	\$ 122,760.26	\$ 544,732.00	20.32	\$ 758,770.45
AFDC				
Foster Care		\$ 16,306.11	7.06	\$ 37,364.05
Medicaid				
Adoption				
Child Support Enforcement	\$ 9,621.84	\$ 37,763.01	41.67	\$ 37,902.31
In Home Aides	\$ 1,282.14	\$ 8,353.09	6.94	\$ 7,181.71
Beech Glen Center	\$ 485.00	\$ 9,869.00	38.88	\$ 3,163.00
Nutrition	\$ 13,543.00	\$ 167,134.16	92.28	\$ 91,465.21
State Lottery Funds/Education				
Library	\$ 8,310.00	\$ 49,530.74	44.58	\$ 42,929.65
Parks & Recreation		\$ 930.00	19.65	\$ 178.00
Interest Earned	\$ 91,042.91	\$ 598,052.65	87.35	\$ 476,021.13
Rent of County Property	\$ 5,052.50	\$ 24,812.50	41.29	\$ 29,838.50
Finance/Other		\$ 307,656.73	96.31	\$ 180,548.50
Miscellaneous Income	\$ 1,621.19	\$ 61,281.55		
Fund Transfer In				
Totals	\$ 3,884,611.28	\$ 10,474,588.42	25.17	\$ 15,919,392.21

GENERAL FUND EXPENDITURES

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 11/23
Governing Body	\$ 9,039.23	\$ 52,991.76		35.10	\$ 68,129.20
Finance Office	\$ 63,065.64	\$ 313,881.42		33.22	\$ 265,944.01
Tax Collector	\$ 37,353.60	\$ 193,635.28		20.82	\$ 188,243.92
Land Records	\$ 4,853.98	\$ 44,344.15	\$ 47,500.00	41.05	\$ 35,037.90
Professional Services		\$ 16,737.50		25.00	\$ 16,250.00
Court Facilities	\$ 289.40	\$ 5,398.00	\$ 3,472.00	14.22	\$ 7,193.98
Board of Elections	\$ 72,805.10	\$ 150,364.75	\$ 33,722.20	43.98	\$ 78,013.75
Register of Deeds	\$ 25,154.87	\$ 137,561.44		37.48	\$ 165,380.12
Register of Deeds- Automation		\$ 14,135.00		100.00	
Custodial	\$ 12,325.43	\$ 51,062.14		35.32	\$ 35,203.10
Maintenance	\$ 139,826.88	\$ 382,423.06	\$ 9,500.00	50.75	\$ 338,916.42
Sheriff's Department	\$ 383,950.38	\$ 2,118,540.56	\$ 22,717.00	39.86	\$ 2,212,506.35
Emergency Management	\$ 641.59	\$ 48,717.45		34.46	\$ 22,843.39
911 Dispatchers	\$ 56,312.43	\$ 312,197.51	\$ 21,572.00	36.56	\$ 282,806.01
Fire Contract/Forest Service	\$ -	\$ 20,109.38		15.47	\$ 10,359.64
Inspections	\$ 23,776.86	\$ 119,165.97		38.11	\$ 146,318.30
Zoning and Planning	\$ 4,855.51	\$ 44,820.78		23.34	
Economic Development	\$ 13,982.34	\$ 65,318.80		3.25	\$ 42,291.18
Medical Examiner		\$ 5,500.00		22.00	\$ 8,800.00
Ambulance Service Contract	\$ 142,916.67	\$ 714,583.35	\$ 1,430,833.00	41.49	\$ 714,583.35
Animal Control	\$ 25,500.76	\$ 116,626.19		29.13	\$ 132,446.61
Transportation - Admin	\$ 4,495.23	\$ 47,321.78		31.01	\$ 50,354.34

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 11/23
Transportation - Operating	\$ 49,888.17	\$ 282,163.71	\$ 1,500.00	37.66	\$ 255,401.80
Transportation - Capital Outlay		\$ -		-	
Transportation - EDTAP	\$ 27.45	\$ 54.90			
Planning & Development	\$ 2,500.00	\$ 24,080.83		5.37	\$ 58,177.57
Information Technology	\$ 27,029.82	\$ 140,069.80	\$ 41,107.00	31.30	\$ 119,449.34
Cooperative Extension	\$ 36,298.96	\$ 120,997.29	\$ 8,004.00	30.85	\$ 120,404.91
Soil & Water	\$ 11,979.56	\$ 62,165.44	\$ 7,200.00	37.17	\$ 58,857.55
Health Department	\$ 275,140.96	\$ 1,327,732.77	\$ 459,953.00	33.61	\$ 1,511,706.84
Drug Free Community	\$ 11,637.94	\$ 54,980.15	\$ 10,500.00	40.55	\$ 53,990.54
MHAT	\$ 5,585.46	\$ 30,687.51		23.26	\$ 28,097.61
Management Admin.	\$ 164,708.00	\$ 227,157.30		24.45	\$ 259,707.16
Social Services	\$ 208,461.54	\$ 1,071,478.31		27.08	\$ 978,598.45
AFDC	\$ -	\$ 33.00		4.16	\$ 1,143.79
Special Assistance	\$ 6,951.50	\$ 99,592.50		46.68	\$ 37,686.50
State Foster Care	\$ 19,998.37	\$ 81,248.91		33.85	\$ 49,887.60
Foster Care Program	\$ 2,796.00	\$ 18,285.09		9.14	\$ 41,631.80
Medical Assistance Program					
Adoption Assistance	\$ 14,653.52	\$ 75,271.66		28.07	\$ 74,904.13
Crisis Intervention					
Child Support	\$ 7,592.06	\$ 41,510.79	\$ 1,253.00	29.59	\$ 40,496.78
In Home Aides	\$ 6,163.83	\$ 33,807.97		16.58	\$ 34,432.47
Nutrition	\$ 48,549.62	\$ 262,285.52	\$ 4,500.00	33.77	\$ 238,841.54
Education	\$ 546,410.68	\$ 2,171,980.33	\$ 3,654,240.00	42.28	\$ 3,265,152.00
A-B Technical College	\$ 9,542.00	\$ 47,710.00		33.33	\$ 47,710.00
Bank Charges	\$ 1,517.09	\$ 8,010.64		32.04	\$ 9,426.13
Library	\$ 54,008.29	\$ 267,803.67	\$ 5,755.00	37.96	\$ 253,601.99
Parks & Recreation	\$ 15,533.78	\$ 89,854.06		32.13	\$ 116,308.49
Debt Services					
Debt Services Interest					
Fund Transfer In/ Landfill & Library					
Fund Transfer Out/Revaluation					
TOTALS	\$ 2,691,578.70	\$ 11,604,431.15	\$ 5,763,328.20	28.21	\$ 12,580,228.47

LANDFILL FUND

REVENUES	MTD	YTD	% OF BUDGET	Year to Date 11/23
Transfer From Fund Balance				
Landfill Miscellaneous Fees		\$ 1,735.59		
Returned Check Fees				
Surplus Property Proceeds				
State Tire Disposal Fee	\$ 10,567.18	\$ 20,476.94	113.76	\$ 20,490.30
Local Tire Disposal Fee	\$ 154.75	\$ 1,177.25	78.48	\$ 1,254.40
White Goods Tax		\$ 1,497.40	22.65	\$ 4,711.40
Sale of White Goods	\$ 11,180.20	\$ 16,421.20	105.94	\$ 10,546.10
Household Hazardous Waste				
Temporary Disposal Cards	\$ 2,230.00	\$ 22,080.00	59.68	\$ 39,378.95
Duplicate Disposal Cards	\$ 85.00	\$ 550.00	1.96	\$ 2,031.35
Landfill Disposal Cost Fees	\$ 18,793.12	\$ 52,567.57	38.10	\$ 50,993.79
Landfill Sale of Recyclables	\$ 7,457.00	\$ 35,438.95	93.26	\$ 26,842.82
Nuisance Tires				
Disposal Cards	\$ 443,766.50	\$ 488,585.11	19.05	\$ 1,085,608.47
Construction Demolition	\$ 1,801.80	\$ 19,571.20	44.11	\$ 25,796.61
Solid Waste Disposal Distrl	\$ 4,975.10	\$ 10,525.18	105.25	\$ 9,630.21
Grant/State				
Electronics Management				
Electronics (County)		\$ 15.00	0.25	
Interest				
Totals	\$ 500,960.64	\$ 670,914.39	23.10	\$ 1,276,446.72

EXPENSES:	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 11/23
Landfill	\$ 195,141.76	\$ 890,792.10	\$ 799,776.12	34.58	\$ 884,002.57
Recycling	\$ 21,387.59	\$ 116,782.21	\$ 14,348.18	39.50	\$ 109,440.14
Scrap Tires	\$ 4,169.54	\$ 11,374.89	\$ 14,902.91	42.12	\$ 11,229.30
White Goods					
Closure/Post Closure					
Totals	\$ 220,698.89	\$ 1,018,895.20	\$ 829,027.21	35.08	\$ 1,004,672.01