

The Madison County Board of Commissioners met in special session on Thursday, May 27, 2021 at 5:00 p.m. at the Madison County Public Library Marshall Branch, 1335 N. Main Street, Marshall, North Carolina.

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

The meeting was called to order at 5:00 p.m. by Chairman Snelson.

Item 1: Emergency Broadband Benefit Program Presentation

No information discussed at this time.

Item 2: Proposed Land Use Ordinance Revision Recommendation

Commissioner Gentry presented and discussed the recommendation from the Planning Board for proposed changes to the Land Use Ordinance in consideration of compliance with Chapter 160D of the North Carolina General Statutes. Discussion was had by the Board and counsel was provided by County Attorney Donny Laws regarding consideration of changes in the Ordinance. (Attachment 2.1)

Item 3: Inspection Fee Schedule Update

Danny Allen, Inspections Director presented and discussed proposed changes in the fees for the Inspection Office with the Board as well as answered questions from Board members.

Commissioner Gentry made a motion to accept the fee schedule as presented and the motion was seconded by Commissioner Garrison. Discussion was had by the Board regarding the fee for commercial building permits with counsel being provided by County Attorney Donny Laws. Commissioner Gentry requested that his motion be withdrawn. Further discussion was had by the Board with Commissioner Gentry noting that the fees will be brought back to the Board for additional consideration at a later time. Commissioner Gentry made a motion to re-enter his original motion to accept, the motion was seconded by Commissioner Garrison and the Board voted unanimously in favor. (Attachment 3.1)

Mr. Allen also discussed current development in the County by Mulberry Gap Farm, LLC and the fees associated with inspections for the project. He noted that the project has third party inspectors which will require less time and liability on behalf of the County and discussed the number of buildings on the property along with the cost for fees that would need to be paid to the Inspections Office at a total of \$105,000. Mr. Allen noted that he did not think it fair for the company to incur such an expense for the fees and proposed to decrease said fees making the total amount payable to the Inspections Office at \$60,000 instead. Counsel was provided by County Attorney Donny Laws who noted that since the fees are already set, the reduction would not be possible.

Item 4: Business Information Systems, LLC Cost Information

Lori Ray, Tax Collector presented and discussed information with the Board as well as answered questions from Board members regarding a proposal from Business Information Systems, LLC to provide services for credit card processing for fees and services paid to the Tax Office. She noted that this would eliminate the fees which the County currently pays to the current provider for such transactions and while it would initially serve the Tax Office, other departments could also elect to use the service if interested.

Discussion was had by the Board with counsel being provided by County Attorney Donny Laws. Upon motion by Commissioner Wechtel and second by Commissioner Gentry, the Board voted unanimously to approve the proposed contract with proposed modifications by County Attorney Laws. (Attachment 4.1)

Item 5: Enterprise Funds Fees Discussion

Commissioner Gentry presented and discussed unpaid balances of accounts for the Solid Waste Enterprise Fund. He discussed the amount that the County currently owes for County owned property as well as fees due from Madison County Schools and the housing authorities in the County.

Discussion was had by the Board and Lori Ray, Tax Collector regarding non-profits who have been billed for the fee with Commissioner Gentry noting that he would advise Interim Finance Officer Kary Ledford to prepare a budget amendment to pay the amount due from the County and that he will reach out to the school system to arrange for payment on their behalf. No further action was taken by the Board.

Item 6: Delinquent Property Tax Foreclosure Procedure Discussion

Lori Ray, Tax Collector presented and discussed a proposal from Kania Law Firm to provide services to the Tax Office for tax foreclosure services. Ms. Ray discussed fees associated for the service and how the fees would be paid to the firm.

Discussion was had by the Board with counsel being provided by County Attorney Donny Laws. Upon motion by Chairman Snelson and second by Vice-Chairman Goforth, the Board voted unanimously to authorize Lori Ray to enter in the arrangement for Madison County tax foreclosures.

Item 1: Emergency Broadband Benefit Program Presentation (continued)

Sara Nichols with Economic Development presented and discussed information with the Board and answered questions from Board members regarding the Emergency Broadband Benefit Program for households who are unable to afford broadband service. Information discussed included service providers for the program as well as the eligibility and enrollment processes. Ms. Nichols also discussed Wi-Fi funds from the State of North Carolina that will be available to the County to spend on technology needs. Discussion was had by the Board.

Item 7: Revaluation Sales Ratio Study Discussion

Commissioner Gentry noted that the item would not be discussed at this time.

Item 8: American Rescue Plan Act Agreement

Commissioner Gentry discussed the actions of the Board which are required to accept funds from the American Rescue Plan Act Agreement. Upon motion by Chairman Snelson and second by Commissioner Gentry with discussion being had by the Board and counsel being provided by County Attorney Laws regarding tax restrictions on accepting the funds, the Board voted unanimously to accept the Rescue Plan Act money.

Item 9: Land of Sky Economic Development Services Contract Proposed Modification

Commissioner Gentry presented the proposed modification to the Land of Sky Economic Development Services Contract to allow for travel. Upon motion by Commissioner Gentry and second by Chairman Snelson with counsel being provided by County Attorney Donny Laws and discussion on travel rate allowance being had by the Board, the Board voted unanimously to allow the County Manager to sign as part of the agreement for Sara Nichol's services for economic development. (Attachment 9.1)

Item 10: Property Tax Exemption Discussion

No information discussed at this time.

Item 11: Madison County vs. Tai-Fried 19-CvD-51 Update

No information discussed at this time.

Item 12: Personnel

Upon motion by Commissioner Gentry and second by Chairman Snelson the Board voted unanimously to enter into closed session for personnel pursuant to NCGS 143-318.11 (a) (6) at 6:18 p.m.

Upon motion by Chairman Snelson and second by Commissioner Gentry, the Board voted unanimously to return to open session at 7:00 p.m.

Brooke Ledford, Human Resources Director presented on behalf of the Interim County Manger, the request to hire Jeff Hyder as the GIS Coordinator with a starting salary of \$54,000 with the ability to increase after a 90 day performance review period to \$56,000-to be used a negotiating tool. Discussion was had by the Board.

Upon motion by Vice-Chairman Goforth and second by Commissioner Gentry, the Board voted unanimously to approve. Counsel was provided by County Attorney Laws regarding closed session information.

Ms. Ledford presented on behalf of the Solid Waste Department, the request to hire Jerry Carson for the position of Recycle Truck Driver. Upon motion by Vice-Chairman Goforth and second by Commissioner Wechtel, the Board voted unanimously to approve.

Item 11: Madison County vs. Tai-Fried 19-CvD-51 Update (continued)

Upon motion by Chairman Snelson and second by Commissioner Gentry, the Board voted unanimously to enter into closed session pursuant to 143-318.11 (a) (3) to discuss Madison County vs. Tai-Fried 19-CvD-51 at 7:04 p.m.

Upon motion by Commissioner Gentry and second by Chairman Snelson, the Board voted unanimously to return to open session at 7:11 p.m.

Item 13: Adjournment

Upon motion by Commissioner Gentry and second by Chairman Snelson, the Board voted unanimously to adjourn the meeting at 7:13 p.m.

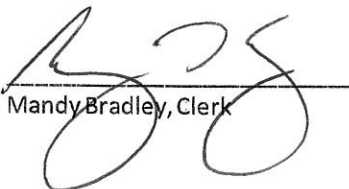
This the 27th day of May, 2021.

MADISON COUNTY



Mark Snelson, Chairman
Board of Commissioners

ATTEST:



Mandy Bradley, Clerk

ZONING CONSISTENCY STATEMENT
PROPOSED CHAPTER 160D LAND USE REVISIONS

The Madison County Planning Board, having met on May 25, 2021 to review proposed technical changes to the Land Use Ordinance, Watershed Ordinance, Subdivision Ordinance, and Mountain Ridge Protection Ordinance, as required by Chapter 160D recently enacted by the North Carolina General Assembly, finds that the proposed changes are technical in nature and are consistent with the comprehensive land development plan for Madison County. The Planning Board recommends approval of the revised ordinances as outlined in the attached document.

Motion: Alan Wyatt

Second: Daniel Rice

Aye 6 Nay 0

Chairman: Jacoby Siler

Madison County Land Use Ordinances
160D Revisions
May 25, 2021

Land Use Ordinance

Chapter 1

Authority and Enactment Clause – Update statute reference – Article 7 of Chapter 160D

Short Title – Change “Zoning Ordinance” to “Land Use Ordinance” for consistency with title page and common terminology for the document.

1.1 – Bona Fide Farms Exempt – Delete Bullet E to conform with S.L. 2017-108, which deleted this item from the statutory list.

Chapter 2 – Definitions

Bona fide farm – adds Bullet 7 to include description of grain warehouse from G.S. 106-581.1

Building – Matches definition with State Building Code, as required by S.L. 2019-111, S.1.17.

Manufactured (Mobile) Home Park – Grammar - add space between “owned” and “and” in second line.

Sign (Indirectly Illuminated) – Grammar – add space between first two words in definition title.

Sign (Noncommercial) – Grammar – add space between first two words in definition title.

Sign (Off-Premise Advertising) – Grammar – add space between first two words in definition title.

Sign (On-Premise Advertising) – Grammar – add space between first two words in definition title.

Chapter 3 – Establishment of Districts and Use Requirements by District

3.1 - Correct formatting for layout and headers for list of Primary and Overlay Districts.

3.2 – District Boundaries Shown on Zoning Map - Clarifies that official zoning map will be maintained in the office of the Zoning Enforcement Officer during normal business hours, rather than the courthouse.

3.4 – Fixed formatting issue in first bullet.

3.5 – Zoning Map Amendments – Update statutory reference to 160D-601.

3.6 – Zoning Districts

3.6.1 – Adds new section defining and summarizing Permitted and Special Uses and introducing permitted use table, and stating that Special Use Permits are issued by the Board of Adjustment or Planning Board.

3.6.2 – AO Agriculture-Open Space District

Change “insure” to “ensure” in first paragraph.

3.6.2.2 – Change “Conditional use” to “Special Use” in Section 2 heading (160D-102)

Madison County Land Use Ordinances
160D Revisions
May 25, 2021

3.6.3 – RA Residential-Agricultural District

Change “insure” to “ensure” in first paragraph.

3.6.3.2 - Change “Conditional Uses” to “Special Uses” in Section 2 heading (160D-102). Add “Planned Unit Development”, “Group Development”, “Cemetery (Public)”, and “Campground (Group)” to newly titled Section 2 “Special Uses”. Deletes sentence in Subsection 2 heading stating that Special/Conditional uses go before the Board of Adjustment. Some special uses go before the Planning Board. This is now addressed in newly created Section 3.6.1.

3.6.3.3 – Delete former stand-alone special use category and combine with new Section 2 (see above).

*Explanation for changes to Sections 3.6.3.2 and 3.6.3.3: Delete existing category of Special Uses and add those uses to the existing Conditional (now Special) Use category. Existing ordinance uses “Conditional Use” to refer to permits that are issued through a quasi-judicial hearing of the Board of Adjustment and “Special Use” to refer to permits that are issued through a quasi-judicial hearing of the Planning Board. Regardless of the board hearing the request, the process falls under the definition of “Special Use” included in the new statute. Other provisions of the ordinance on the previous “Special Use” items direct that those hearings take place with the Planning Board, and those provisions remain in the new ordinance. **The only exception to this is that there is no language elsewhere in the ordinance addressing the special use process for public cemeteries. The Planning Board should look at creating this language.***

Item 3 – Dimensional Requirements – Language giving Zoning Officer discretion to modify some setbacks when most are met is needed but confusingly worded “When at least 95% of above setbacks are available” is existing language. Changes to “When at least 95% of the below setback requirements are met”.

3.6.4 – R-1 Residential District

3.6.4.2 - Change “Conditional Uses” to “Special Uses”. Delete sentence referring to Board of Adjustment Action. See new introductory Section 3.6.1.

Delete existing category of Special Uses and add those uses to the existing Conditional (now Special) Use category (see explanation for Section 3.6.3.2 and 3.6.3.3).

Item 3 – Dimensional Requirements – same issue as Section 3.6.2. Changes “When at least 95% of the above setback distances are available” to “When at least 95% of the below setback requirements are met”.

3.6.5 – R-2 Residential-Resort District

Change “Conditional Uses” to “Special Uses”. Delete sentence referring to Board of Adjustment action. See new introductory Section 3.6.1.

Delete existing category of Special Uses and add those uses to the existing Conditional (now Special) Use category (see explanation for Section 3.6.3.2 and 3.6.3.3).

Madison County Land Use Ordinances
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Item 3 – Dimensional Requirements – Changes “When at least 95% of the above setback distances are available” to “When at least 95% of the below setback requirements are met”.

3.6.6 – N-C – Neighborhood Commercial District

Change “Conditional Uses” to “Special Uses” in Subsection 2 header.

Item 3 – Dimensional Requirements – Changes “When at least 95% of the above setback distances are available” to “When at least 95% of the below setback requirements are met”.

3.6.7 – CMU – Commercial Mixed Use District

Change “Conditional Uses” to “Special Uses” in Subsection 2 header.

Delete existing category of Special Uses and add those uses to the existing Conditional (now Special) Use category (see explanation for Section 3.6.3.2 and 3.6.3.3).

Item 3 – Dimensional Requirements – Changes “When at least 95% of the above setback distances are available” to “When at least 95% of the below setback requirements are met”.

3.6.8 – CD – Commercial District

Change “Conditional Uses” to “Special Uses” in Subsection 2 header.

Delete existing category of Special Uses and add those uses to the existing Conditional (now Special) Use category (see explanation for Section 3.6.3.2 and 3.6.3.3).

Item 3 – Dimensional Requirements – Changes “When at least 95% of the above setback distances are available” to “When at least 95% of the below setback requirements are met”.

3.6.9 – I-D Industrial District

Change “Conditional Use” to “Special Use” in subsection 2 header.

Adds Planning Board as a potential board for making decisions on the special uses that are elsewhere in the ordinance directed to them.

Delete existing category of Special Uses and add those uses to the existing Conditional (now Special) Use category (see explanation for Section 3.6.3.2 and 3.6.3.3).

Item 3 – Dimensional Requirements – Changes “When at least 95% of the above setback distances are available” to “When at least 95% of the below setback requirements are met”.

Permitted Use Table (Pages 52-57) – Updates Permitted Use Table to change all existing Conditional uses to Special uses to comply with new statutory definition.

Chapter 8 – Special Restrictions

Madison County Land Use Ordinances

160D Revisions

May 25, 2021

8.1.2 – Formatting/grammar – “6-foot high fence” rather than “6’ high fence”.

8.1.6 – Corrects “fifteen thousand square feet” to “fifteen hundred square feet” for the minimum space for each tent or trailer space within a permitted group campground.

8.2 – Conditional Use Standards

Changes all references to “Conditional Use” to “Special Use” to comply with new statutory definition.

Removes redundant “will not” in each bullet under Special Use Standards because the words are already in the introductory sentence.

8.2.2 – Sawmills

Changes “Conditional Use” to “Special Use”

8.4 – Regulations Governing Manufactured Home Parks

8.4.1 – Purpose

Changes “The purpose of these regulations is govern the installation of Manufactured Home Parks” to “The purpose of this section is to govern the installation of Manufactured Home Parks.”

Changes “insure” to “ensure”.

8.4.4 – Manufactured Home Park Construction Permit and Manufactured Home Park Certificate of Completion

Corrects typo in third line of third paragraph changes “preformed” to “performed”.

8.5 – Special Uses, Planned Unit Developments, and Group Development

8.5.6.D.4 – Change NC Department of Environment and Natural Resources to NC Department of Environmental Quality.

8.7 – Communication Towers

Change “insure” to “ensure” in first paragraph.

8.7.4 – Change “Conditional Use” to “Special Use”

8.7.7 – Change “conditional use” to “special use”

8.7.10 – Change “Conditional Use” to “Special Use”

Chapter 10 – Administration and Enforcement

10.1 – Zoning Enforcement Officer

***PROPOSED UPDATED
SCHEDULE
Of
Permit and Inspection Fees
For
Madison County
May 27, 2021***

This is an overview of the specific recommendation from our Inspection Staff as per the Work Sheets Attached.

PLEASE NOTE:

Comparisons to Buncombe, Haywood and McDowell fee schedules.

RESIDENTIAL, New, Additions and Renovations-----Uniform \$50.00 Increase
WORKSHOPS, DETACHED GARAGES, BARNS (Accessory Structures) **NO CHANGE**

MOBILE HOMES

Was \$100.00 Singlewide---\$25.00 Increase to **\$125.00**

Was \$130.00 Doublewide--\$25.00 Increase to **\$155.00**

Was \$150.00 Triplewide ---\$25.00 Increase to **\$175.00**

On Basement, NO CHANGE

**Commercial Schedule
UNCHANGED
For
New Construction,
Additions/Renovations
Sub-Contractors Fees for
Electrical, Plumbing and
Mechanical, New Construction
and Additions and Renovations**

NO CHANGES PROPOSED

COMMERICAL SCHEDULE

Electrical, Plumbing and Mechanical-----\$20.00 increase

Was \$100.00 increase to \$120.00

NEW: COMMERICAL COMBO-----\$20.00

Was \$200.00 increase to \$220.00

Commercial Retaining Wall----\$50.00

Was \$250.00 increase to \$300.00

ABC Permit, Daycare Inspection, New Commercial Towers **No Increase**

Co-location-----\$50.00 increase

Was \$300.00 increase to \$350.00

Individual Trade Permits-----\$10.00 increase

Was \$60.00 increase to \$70.00

MISCELLANEOUS PERMITS

Non-Covered Deck---\$50.00 increase

Was \$50.00 increase to \$100.00

Covered Deck---\$45.00 increase

Was \$75.00 increase to \$120.00

Swimming Pools---\$25.00 increase

Was \$100.00 increase to \$125.00

Floodplain Development Permit

Minimum Fee---\$25.00 increase

Was \$25.00 increase to \$50.00 plus Any Postage Fees Incurred

Merchant Credit/Debit Card Agreement

This agreement is made on this 27th day of May, 2021 between i3 - Business Information Systems, LLC (COMPANY) 333 Industrial Park Road, Piney Flats, Tennessee 37686, and Madison County NC Tax Administration (CLIENT).

- WHEREAS, the CLIENT desires to obtain the services of the COMPANY; and
- WHEREAS, the COMPANY has expertise which may be valuable to CLIENT and desires to use such expertise to Install and maintain a Credit/Debit Card for payments collected for the CLIENT via the web; and
- NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows;

SCOPE OF WORK

The COMPANY shall be authorized as the exclusive Merchant for the process of credit cards, debit cards and e-checks by CLIENT. The COMPANY will provide CLIENT's customers web access to pay by credit card, debit card, and e-check via the web. The COMPANY will develop and maintain the system and train the CLIENT personnel employed to use the web payment reporting tools. CLIENT understands that the COMPANY will charge a percentage for each transaction and will not be required to remit any funds to CLIENT for this service. (See Statement of Work (SOW) in "Attachment A" for a detailed account of Services provided in this agreement).

Payment Terms:

COMPANY will charge the following:

- 2.75% for Credit and Debit transactions.
- \$2.50 for online electronic check transactions.

All transactions processed by the COMPANY will be collected directly from CLIENT's customers via the web site. Convenience fee may be subject to adjustments with prior notice. CLIENT is responsible for any charge-backs.

Performance. COMPANY will perform the services necessary to complete the Project in accordance with the procedures described in the SOW, in a timely and professional manner, consistent with industry standards, at a location, place and time that COMPANY deems appropriate, and all in accordance with the SOW and this Agreement. The manner and means that COMPANY chooses to complete the Project are in COMPANY's sole discretion and control.

Statement of Work (SOW). If CLIENT and COMPANY have agreed to a written statement of work, written project plan, or other written communication to specify in more detail the Project scope, required features or functionality, deliverables, milestones, development methods, resources, communications, training, acceptance, change control, payment, or other terms, such writing ("**SOW**") is incorporated in and made a part of this Agreement. The SOW is appended to this Agreement as "Attachment A".

Refund Polices. See "Attachment B" for BIS Refund Policies regarding commerce interchange.



i3 - Business Information Systems, LLC
 333 Industrial Park Road
 Piney Flats, Tennessee 37686
 1-866-514-5192

V.2.1.21

1. INDEMNITY

Business Information Systems will indemnify and hold the County harmless from any and all claims, actions, liabilities, and expenses caused by resulting from or alleging negligent or intentional acts to the extent allowed by law.

2. PROPRIETARY RIGHTS

The COMPANY acknowledges that it shall not receive any proprietary rights in the documents of CLIENT. These documents shall remain sole and exclusive property of the CLIENT. CLIENT does agree that it will not enter into another arrangement or contract with any other entity for the processing of credit card, debit card and e-check in-house or via the Internet or the Worldwide Web.

3. TERM AND TERMINATION

This agreement shall commence on May 27, 2021, and shall continue in full force and effect for a period of one (1) year. Thereafter, this agreement will auto renew for periods of (1) one year until terminated by either party by a 90 day written notice.

4. INTELLECTUAL PROPERTY RIGHTS

CLIENT shall have no right to sell/rent out/lend or in any way transfer or assign the right to use the Program or any right or obligation under this Agreement to any third party. CLIENT shall not reverse engineer, disassemble or decompile the Program without permission from COMPANY. Should COMPANY cease to exist or enter into bankruptcy the System and programs owned by COMPANY will be made available to CLIENT. All Systems and programs not belonging to COMPANY shall fall under the support or upgrade policies offered by the owner of such packages. (Example: Windows).

5. ASSIGNMENT

This agreement shall be binding upon the parties respective successors and permitted assigns. Neither party may assign the agreement or end its rights or obligations herein.

6. NOTICES

Any notices or communication under this agreement shall be in writing and shall be hand delivered or sent by registered mail, return receipt requested to the party receiving such communication at the address for either party on the front of this agreement, or such other address as either party may in the future specify to the other party.

7. GOVERNING LAW

This agreement shall be governed and construed under the laws of the State of North Carolina.

8. MODIFICATIONS

No modifications, amendment, supplement to or waiver of this agreement or any schedule hereunder, or any of their provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties.



9. WAIVER

A waiver of either party to exercise any right provided for hearing shall not be deemed to be a waiver of any right hereunder.

10. SEVERABILITY

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

11. COMPLETE AGREEMENT

This agreement represents the entire understanding of the parties as to the subject matter therein and may not be modified except in writing executed by both parties.

12. VENDOR RELATIONSHIP

COMPANY's relationship with CLIENT will be that of a Vendor, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. COMPANY (a) is not the agent of CLIENT; (b) is not authorized to make any representation, contract, or commitment on behalf of CLIENT.

13. CONFIDENTIAL INFORMATION

COMPANY agrees that during the term of this Agreement and thereafter, except as expressly authorized in writing by CLIENT, it (a) will not use or permit the use of Confidential Information (defined below) in any manner or for any purpose not expressly set forth in this Agreement; (b) will not disclose, lecture upon, publish, or permit others to disclose, lecture upon, or publish any such Confidential Information to any third party without first obtaining CLIENT's express written consent on a case-by-case basis; (c) will limit access to Confidential Information to COMPANY's personnel who need to know such information in connection with their work for CLIENT; and (d) will not remove any tangible embodiment of any Confidential Information from COMPANY's premises without CLIENT's prior written consent; and (e) will, with reasonable care and skill using standard business practices, secure any confidential information received from CLIENT or its customers while performing the services stated within this agreement. "Confidential Information" includes, but is not limited to, all information related to CLIENT's business and its actual or anticipated research and development, including without limitation (i) trade secrets, inventions, ideas, processes, computer source and object code, formulae, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (ii) information regarding products or plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers; (iii) information regarding the skills and compensation of Client's employees, contractors, and any other service providers; (iv) the existence of any business discussions, negotiations, or agreements between CLIENT and any third party; and (v) all such information related to any third party that is disclosed to CLIENT or to COMPANY during the course of CLIENT's business ("Third Party Information"). Notwithstanding the foregoing, it is understood that COMPANY is free to use information that is generally known in the trade or industry, information that is not gained as a result of a breach of this Agreement, and COMPANY's own skill, knowledge, know-how, and experience.



IN WITNESS WHEREOF, the parties hereto, each act under due and proper authority, have executed this agreement as of the date first written herein and above.

The COMPANY (i3-BIS, LLC)

By: _____

Title: _____

Name: _____

Print

CLIENT

By: Mark Snelson

Title: Chairman, Board of Commissioners

Name: Mark Snelson

Print



ATTACHMENT A

STATEMENT OF WORK ("SOW")

THIS STATEMENT OF WORK (this "SOW") is entered into by and between the undersigned CLIENT and COMPANY pursuant to the Agreement (the "Agreement") governing the following Project:

Customer:	Madison County NC Tax Administration
BIS Project Name:	Credit Card Processing

All capitalized terms not defined in this SOW have the meanings given to such terms in the Agreement, unless the context requires otherwise. The information in this SOW shall be considered Confidential Information under the terms of the Agreement.

1 Project Description

This Project is the Online and Over-the-counter Payment System for credit card and debit card and e-checks.

2 Scope of Services

- Process all credit card/debit card and e-check transactions as merchant
- On-line payments will be posted real-time by BIS as agreed upon
- Provide CLIENT with transaction reporting tools
- Setup, host, and support your on-line account inquiry and payment website; BIS reserves the right to make final decision on web site setup, additions, changes, etc., requested.
- CLIENT's members will be able to access up-to-date account information via website.

3 Deliverables

The Project will be delivered as a complete service for processing credit cards through a secure web site portal accessible from the CLIENT's portion of the Webfeepay.com web site hosted by BIS. The CLIENT will have the ability to log onto the online service for retrieving transactions files and for reporting of transactions for reconciliation of transactions.

4 Duration of Services

This Project will be started at the date of contract signing. The "Go Live" date for online credit card acceptance will commence when CLIENT's web site portion of Webfeepay.com is complete and signed off by CLIENT and will continue until termination of contract.



13 - Business Information Systems, LLC
 333 Industrial Park Road
 Piney Flats, Tennessee 37686
 1-866-514-5192

V.2.1.01

ATTACHMENT B

Commerce Interchange Refund Policies

Refunds

BIS will only refund or be responsible for transactions that are caused through system error. Fraudulent payments, disputed payments, overpayments, multiple payments, and other user errors will be the responsibility of CLIENT for settling refunds or credits. BIS' sole responsibility is as the payment processor and does not offer fund guarantees or collection services. BIS will assist CLIENT in any payment disputes that may arise through this service.

Any and all requests for transaction Refunds must be submitted via support request to BIS. Requests made via email will not be processed.

CLIENT must designate at least two (2) staff employees who are authorized to request a Refund. For security reasons, only authorized designees requests will be processed. All requests must be verified by sending an email through an authorized email account.

Refunding Procedure:

A refund request by an authorized person must be submitted with:

- Date of transaction (not date of payment).
- Name of end user.
- The transaction number and/or the last four (4) digits of the Credit Card. For security purposes please only include the last 4 digits of the Credit Card.
- The account number should be submitted. The customer who is doing the transaction may not be the same as the person paying for the transaction.
- A valid reason for a return.

Please list the authorized employees:

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____



ATTACHMENT C

Client Information

Tax ID number: _____

Please fill out and return the following questionnaire to BIS via email, mail or fax to:

OnlineServices@bisonline.com, or Fax 866-855-5999 BIS 333 Industrial Park Road, Piney Flats, TN 37686**Customer Information:**

Entity Name:		Office Hours:	
Mailing Address:			
City:		State:	Zip Code:
Phone Number:		Fax Number:	
Office Contact:		Email:	
Computer Vendor/ Administrator Name:			Phone Number:
Type of Systems Online:			

Banking Information:

Bank Name and Office Used:			
Mailing Address:			
City:		State:	Zip Code:
Phone Number:		Fax Number:	
Routing Number: (Must be 9 digits)			Account Number:
2 nd Bank Name and Office Used:			
Mailing Address:			
City:		State:	Zip Code:
Phone Number:		Fax Number:	
Routing Number: (Must be 9 digits)			Account Number:
3 rd Bank Name and Office Used:			
Mailing Address:			
City:		State:	Zip Code:
Phone Number:		Fax Number:	
Routing Number: (Must be 9 digits)			Account Number:

Please fill out each bank account your office uses and specify the office. (Ex: Tax Collection, Courts, Sanitation.)



BIS - Business Information Systems, LLC
 333 Industrial Park Road
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V.2.1.21

BIS Internal Use: This section must be completed by the account rep.

BIS Sales Rep: David Casaday

MPA Required: Yes

**If MPA is required the following must be answered*

Customer Type: New Customer

Service Type: Online and Counter

Department: Web Fee Pay

Merchant Type: First Data & Amex

Please complete and return to your sales rep or to our Accounts Receivable Department at accountsrecievable@bisonline.com

General Information:

Federal Id Number:		State Sales Tax Id:	
Is Your Organization Tax Exempt?		<input type="checkbox"/> Yes (Certificate Required) <input type="checkbox"/> No	
Company Name:			
Contact Name:			
Billing Address:			
City:	State:	Zip Code:	
Shipping Address:			
City:	State:	Zip Code:	
Phone Number:		Fax Number:	
E-mail Address:		Web Page:	

Billing Preferences:

<input type="checkbox"/> Paper Billing to the Address Above	<input type="checkbox"/> E-Billing to the email address(es) below
Email:	Email:
Email:	Email:

Authorized Individual (Signature)

Print Name

Title

Date



13 - Business Information Systems, LLC
 333 Industrial Park Road
 Piney Flats, Tennessee 37686
 1-866-514-5192

V.2:1.21

ATTACHMENT D

Banking Change Request Policy

Banking Changes

BIS will only change banking information when the request is received from and verified by an authorized account administrator that has been designated by the CLIENT.

CLIENT must designate at least two (2) staff employees who are authorized to request a Banking Change. For security reasons, only authorized designees requests will be processed.

Any and all requests for Banking Changes must be submitted via support request to BIS via email, fax or mail:

- OnlineServices@blsonline.com
- Fax: 866-855-5999
- Mailing Address: 333 Industrial Park Road, Piney Flats, TN 37686.

All requests once received by BIS will also be verified by phone.

Banking Change Request Procedure:

- CLIENT must obtain a Change Request Form from BIS
- CLIENT must email, fax or mail the Change Request Form to BIS Support
- BIS shall verify the request information by calling CLIENT's authorized account administrator.
- Once verified, BIS shall process the Change Request.

Please list the authorized personnel:

Name	Email	Phone



**WEB HOSTING AND PAYMENT PROCESSING
MAINTENANCE AGREEMENT**

This agreement is entered into by i3 - Business Information Systems LLC, hereafter referred to as "VENDOR" and Madison County, NC Tax Department, hereafter referred to as "CLIENT". This agreement supersedes all previous BIS support agreements. CLIENT agrees to pay VENDOR a yearly fee to provide certain support for web hosting and payment processing services.

VENDOR and CLIENT agree that the following terms and conditions will apply to the maintenance services provided by VENDOR for the software specified herein.

1. TERM

VENDOR shall provide the services described below as of May 27 2021 and shall continue in full force and effect for a period of one (1) year and thereafter shall automatically renew for additional one (1) year periods unless terminated by either party upon thirty (30) days written notice in advance of the fiscal year billing cycle. (July 1 – June 30)

2. SERVICE

The service provided by VENDOR shall consist of web hosting for payment services and assistance in issues arising from credit/debit card and electronic check transactions made by CLIENT's customers through these services. This support service is considered a "SECOND TIER" support and is meant to be used by CLIENT's personnel and is not intended to be a direct service between VENDOR and CLIENT's customers. CLIENT is to maintain direct contact ("FIRST TIER" support) with their customers and relay any information regarding payment issues to VENDOR through provided channels. VENDOR request that support numbers and emails not be disseminated to CLIENT's customers.

3. RESPONSE

Response time shall be within 24 hours (excluding weekends or holidays). This quick response time will be maintained primarily by offering preferential scheduling for all contract holders.

4. MAINTENANCE SERVICES

VENDOR shall provide to CLIENT the following services:

- A. Unlimited local or 800 telephone support to answer any questions related to the service during the hours of 8:00 a.m. to 5:00 p.m. EST Mon-Fri.
- B. Off-site support to fix any "bugs" or problems caused by the service. VENDOR will need remote access to apply any changes needed for any in-house solutions supported by VENDOR.
- C. Written notice of installation and training on all upgrades made to the applications by VENDOR.
- F. Service Changes necessary to meet any state guidelines or requirements or any local ordinances or requirements.



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**WEB HOSTING AND PAYMENT PROCESSING
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5. EXCLUSIONS

Maintenance services shall not include the following:

- A. Direct Support to CLIENT's customers. This support agreement is for CLIENT's personnel and is intended for direct support of CLIENT, not support to CLIENT's customers. VENDOR request that all communications with CLIENT's customer be maintained by CLIENT and information be transmitted to VENDOR via CLIENT.
- B. Any requested programming changes not needed to meet any state mandated requirements or local ordinances or requirements.
- C. File support or transferring of information between CLIENT and VENDOR. This support is provided by CLIENT's software vendor and is covered in a separate agreement.
- D. Damage resulting to the service caused by power failures, acts of any persons other than VENDOR personnel, vandalism or any illegal acts, or any acts of God.
- E. Any programming changes needed to make the software work on different types of terminals, printers, etc. that are added to the system in the future.
- F. Damage or problems caused by computer viruses, internet access, downloaded files, screensavers, spyware, etc.

6. CLIENT RESPONSIBILITIES

- A. CLIENT must have installed operable Internet access to enable VENDOR to provide service and is accessible by VENDOR to provide software maintenance and support.
- B. CLIENT shall provide a detailed description of the problem and exact error message code (if any) and access to the person intimately acquainted with the problem.
- C. CLIENT shall be responsible for any communications with customers concerning payment issues. CLIENT will relay information to VENDOR about payment issues and VENDOR will assist CLIENT in resolving any payment issues.



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7. FEES SCHEDULE

Support Fees will be billed annually on a fiscal calendar (July 1- June 30) beginning after initial install date. Agreement executed before the fiscal billing cycle will be pro-rated. Annual Support Fees are subject to adjustments with 90 day prior notice.

Integration Set Up Fee: \$500.00
Annual Property Tax Support Fee: \$500.00

8. PERSONNEL

In recognition of the fact that VENDOR personnel provided to the CLIENT under this Agreement may perform similar services from time to time for others, this Agreement shall not prevent VENDOR from performing such similar services or restrict VENDOR from using in any way the personnel provided to the CLIENT under this Agreement.

VENDOR will make every effort consistent with sound business practices to honor the specific requests of the CLIENT with regard to the assignment of its employees; however, VENDOR reserves the sole right to determine the assignment of its employees.

9. CONTROL AND SUPERVISION

CLIENT tasks on which VENDOR personnel assist shall remain under the supervision, management and control of the CLIENT and CLIENT shall be solely responsible for the successful performance of such tasks.

10. PROPRIETARY INFORMATION

With respect to financial, statistical and personnel data relating to the CLIENT's business which is proprietary to the CLIENT and is clearly so designated and submitted in writing to VENDOR by the CLIENT in order to carry out this Agreement, VENDOR will instruct its personnel to protect the proprietary nature of such information by using the same care and discretion that they use with similar data which VENDOR designates as proprietary. With respect to technical data relating to the CLIENT's business, which is proprietary and is submitted to VENDOR in writing by the CLIENT in order for VENDOR to carry out its work under this Agreement, such data must clearly be marked as proprietary. VENDOR will instruct its personnel to respect the proprietary nature of such information by using the same care and discretion with regard to the identified technical data as they use with similar data, which VENDOR designates as proprietary. However, VENDOR shall not be required to keep proprietary any data, which is, or becomes publicly available, is already in VENDOR's possession, is independently developed by VENDOR outside the scope of this Agreement, or is rightfully obtained, from third parties.

In addition, VENDOR shall not be required to keep proprietary any ideas, concepts, know-how, or techniques relating to data processing submitted to VENDOR or developed during the course of the Agreement by VENDOR personnel or jointly by VENDOR and CLIENT personnel.



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**WEB HOSTING AND PAYMENT PROCESSING
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11. LIMITED WARRANTY

- A. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, VENDOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL VENDOR BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- B. CLIENT WARRANTS AND REPRESENTS TO VENDOR THAT SERVICES PERFORMED BY VENDOR WILL NOT INFRINGE UPON ANY COPYRIGHTS OR ANY OTHER AGREEMENTS ENTERED INTO BY CLIENT, AND THAT VENDOR WILL BE HELD HARMLESS FOR THIS OR ANY OTHER POSSIBLE VIOLATIONS UNLESS VENDOR HAS BEEN NOTIFIED IN WRITING OF SAID INSTANCE, AND HAS ACKNOWLEDGED THIS NOTIFICATION IN WRITING. SPECIFICALLY, CLIENT WARRANTS THAT VENDOR MAY COPY ALL PROGRAM AND DATA FILES, BOTH ON PAPER AND ON MAGNETIC MEDIA SUCH AS DISKS AND TAPES. CLIENT FURTHER WARRANTS THAT PROPER LICENSE OR SUBLICENSE IS HELD BY CLIENT TO ALL OPERATING SYSTEM SOFTWARE, LANGUAGE SYSTEM SOFTWARE, AND ANY OTHER PROPRIETARY SOFTWARE.

12. LIMITATIONS OF LIABILITY

IN NO EVENT SHALL VENDOR, ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, OR REPRESENTATIVES BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM DELAY, LOSS OF PROFITS, LOSS OF GOOD WILL OR OTHER ECONOMIC LOSS WHICH MAY ARISE IN CONNECTION WITH CLIENTS; USE OF OR INABILITY TO USE THE SOFTWARE OR SERVICE PROVIDED HEREUNDER, EVEN IF VENDOR HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING. CLIENT AGREES THAT THE LIMITATION SET FORTH HEREIN SHALL SURVIVE IN FULL FORCE AND EFFECT DESPITE ANY TERMINATION OF THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF VENDOR TO CLIENT EXCEED THE ANNUAL MAINTENANCE FEES RECEIVED BY VENDOR FROM CLIENT UNDER THIS AGREEMENT.

13. TERMINATION

Termination of this agreement shall be by either party upon thirty (30) days written notice in advance of the fiscal year billing cycle. (July 1 - June 30)

14. GENERAL

- A. VENDOR shall not be liable or deemed to be in default or failure in performance under this Agreement or for any interruption resulting directly or indirectly, from the



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acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor, transportation, or any similar or dissimilar cause beyond the reasonable control of VENDOR.

- B. This Agreement shall be governed by interpreted and construed in accordance with laws of the State of Tennessee and the jurisdiction of Sullivan County.
- C. CLIENT may not assign, transfer, or pledge this Agreement or any right of any kind therein, in any manner without prior written consent of VENDOR. VENDOR may not assign, transfer, or pledge this Agreement or any right of any kind therein, in any manner without prior written consent of CLIENT.
- D. This Agreement may only be modified or amended by a writing executed by an authorized representative of both parties hereto.
- E. If VENDOR or CLIENT at any time does not enforce or require strict compliance with or performance of any term or condition of this agreement, such act or omission shall not be construed as a waiver or any impairment of any term or condition or of the right of VENDOR at any time to remedies which it may have for any breach.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth on the cover page hereof.

VENDOR:

i3 - BUSINESS INFORMATION SYSTEMS, LLC

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

CLIENT:

Madison County Government

SIGNATURE: Mark Snelson

NAME: Mark Snelson

TITLE: Chairman, Board of Commissioners

DATE: May 27, 2021



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**WEB HOSTING AND PAYMENT PROCESSING
MAINTENANCE AGREEMENT**



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333 Industrial Park Road
Piney Flats, Tennessee 37686**

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

CONTRACTOR: Business Information Systems, LLC
COUNTY DEPARTMENT: Tax Office
SUBJECT OF CONTRACT: Credit Card/Debit Card Payments
DATE/TERM OF CONTRACT: May 27, 2021

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

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

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

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

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

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

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

Compliance with E-Verify requirements. The Contractor and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires certain employers to verify the work authorization of each newly hired employee through the Federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

For the CONTRACTOR: _____

Title: _____

For MADISON COUNTY Mark Insler

Title: Chair Board of Commis

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

By: Kary Leaford
Madison County Finance Officer

