

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

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

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

### **Agenda Item 1: Agenda Approval**

Commissioner Gentry requested that the agenda be amended as follows:

- Forest Service Program, moved to next month
- Inspection Fee Schedule, Postponed until April 27<sup>th</sup>

Commissioner Gentry noted that the new order of the agenda will be as follows:

- Approval of Agenda
- Approval of Item 2: March 9, 2021 and March 23, 2021 Minutes
- Item 3: Public Comment
- Item 4: Kary Ledford, Interim Finance Officer
- Item 5: Diana Norton, Tax Assessor
- Closed Session
- Manager's Report
- Adjournment

Upon motion by Vice-Chairman Goforth and second by Commissioner Garrison, the Board voted unanimously to approve. (Attachment 1.1)

### **Agenda Item 2: Approval of March 9, 2021 (Special) Minutes; March 9, 2021 (Regular) Minutes; March 23, 2021 (Special) Minutes**

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

### **Agenda Item 3: Public Comment**

Jim Tibbets- Mr. Tibbets spoke regarding the asphalt plant

Britt Lee-Ms. Lee spoke regarding the upcoming campground hearing

Peggy Corbett-Ms. Corbett spoke regarding a proposed campground in the County

Amanda Little-Ms. Little spoke regarding a proposed campground in the County as well as the County's Land Use Ordinance and hearings of Planning and Zoning

Lynn Harden-Ms. Harden spoke regarding the Solid Waste fee

Stephanie McCullough-Ms. McCullough spoke regarding the Solid Waste fee

Kerry Gaydos-Ms. Gaydos spoke regarding the Solid Waste fee

Carl Batchelder-Mr. Batchelder spoke regarding the Solid Waste fee

(Attachment 3.1)

**Agenda Item 4: Kary Ledford, Interim Finance Officer**

**a. Budget Amendment #11**

Ms. Ledford presented and discussed Budget Amendment #11 with the Board.

Upon motion by Commissioner Gentry and second by Vice-Chairman Goforth, the Board voted unanimously to approve. (Attachment 4.1)

**b. March Financial Report**

The March financial report was presented and discussed with the Board by Ms. Ledford who answered questions from Board members. (Attachment 4.2)

**Agenda Item 5: Diana Norton, Tax Assessor**

**a. Tax Refunds and Releases**

Ms. Norton presented tax releases and refunds for the month of March to the Board.

Discussion was had by the Board.

Upon motion by Commissioner Garrison and second by Commissioner Gentry, the Board voted unanimously to approve. (Attachment 5.1)

**Agenda Item 6: Closed Session, Ann-Patton Hornthal, Billy Clarke, Roberts & Stevens Attorneys at Law;  
Agenda Item 7: Personnel; Agenda Item 8: Attorney-Client Privilege; Agenda Item 9: Economic Development**

Upon motion by Chairman Snelson and second by Commissioner Gentry with counsel by County Attorney Donny Laws, the Board voted unanimously to enter into closed session pursuant to NCGS 143.318.11 (a) (3), (a) (4), (a) (6) with 143.318.11 (a) (3) being to discuss Madison Asphalt, LLC vs. Madison County-Case Number 19-CVS-340 at 7:37 p.m.

Upon motion by Chairman Snelson and second by Commissioner Garrison, the Board voted unanimously to return to open session at 9:50 p.m.

Human Resources Director, Broke Ledford requested to post the proposed GIS position at the proposed salary range and job description provided. Upon motion by Commissioner Gentry and second by Commissioner Garrison, the Board voted unanimously to post the GIS Administrator position.

On behalf of the Solid Waste Department, Ms. Ledford requested the hire of Ray Ponder as a Part-Time Collection Center Attendant. Upon motion by Commissioner Gentry and second by Vice-Chairman Goforth, the Board voted unanimously to approve.

On behalf of the Transportation and Operations Department, Ms. Ledford requested the hire of Jerry Carson as a Substitute Transportation Driver. Upon motion by Commissioner Garrison and second by Chairman Snelson, the Board voted unanimously to approve.

On behalf of the Solid Waste Department, Ms. Ledford requested the hire of Jonathan King as a Recycle Truck Driver. Upon motion by Chairman Snelson and second by Vice-Chairman Goforth, the Board voted unanimously to approve.

## **Agenda Item 10: Norris Gentry, Commissioner/Interim County Manager**

### **a. County Manager's Update**

Commissioner Gentry presented and discussed the Countywide classification and compensation policy to the Board and noted that it would be considered for approval at the April 27, 2021 meeting.

An update regarding renovations at the Health Department was discussed with the Board by Commissioner Gentry. County Attorney Donny Laws discussed the process and options for sources of funding for the project noting that the Board would need to direct the County Manager to work with Finance to bring to the Board where the money will come from and a proposed capital projects ordinance to see if the Board would like to commit to the project. Discussion was had by the Board and Commissioner Wechtel requested to make that in the form of a motion, the motion was seconded by Vice-Chairman Goforth, and the Board voted unanimously to approve.

Commissioner Gentry discussed the ADP payroll software contract which was previously approved by the Board to be implemented by Payroll and Benefits and noted that those involved in the County are requesting to withdraw. County Attorney Donny Laws discussed the contract, information that was represented at the time that it was approved, and that it has been determined that is not workable with the County's needs. Attorney Laws noted that the Board would need to authorize the County Manager to work with County Attorney negotiate the best way out of it. Upon motion by Commissioner Wechtel and second by Commissioner Garrison, the Board voted unanimously to approve.

An update regarding upcoming federal funds to be dispersed to the County was discussed with the Board by Commissioner Gentry. Discussion was had by the Board.

Commissioner Gentry discussed plans on behalf of the County for upcoming economic development projects.

Commissioner Gentry presented and discussed information received from the Tax Collector regarding the publishing of tax information. Discussion was had by the Board. Commissioner Gentry posed the question to take the advice of our tax collector on her investigation with the School of Government and honor her request. Chairman Snelson made a motion and the motion was seconded by Vice-Chairman Goforth with discussion being had by the Board regarding the publishing of names of those who are delinquent on payment of Solid Waste fees and property taxes. Legal counsel was provided by Attorney Laws and Chairman Snelson withdrew his original motion. Upon motion by Commissioner Wechtel and second by Commissioner Garrison, the Board voted unanimously to move forward with advertising those individuals that have not paid their County property tax, specifically their County property tax.

### **b. Child Abuse Prevention Month Resolution Consideration**

Commissioner Gentry presented and discussed a request from the Department of Social Services to adopt a Resolution to proclaim April 2021 as child abuse prevention month. The Resolution was read into record by Commissioner Gentry.

Upon motion by Commissioner Gentry and second by Commissioner Garrison, the Board voted unanimously to approve and put into record. (Attachment 10.2)

### **c. Madison Manufacturing Art Park Agreement Update**

Commissioner Gentry presented and discussed the Madison Manufacturing Art Park Agreement update with the Board. Upon motion by Commissioner Wechtel and second by Vice-Chairman Goforth with counsel being provided with by Attorney Laws, the Board voted unanimously to approve.  
(Attachment 10.3)

**d. County Board Appointments**

Vacancies for County appointed Boards were presented to the Board by Commissioner Gentry.

Upon motion by Commissioner Wechtel and second by Vice-Chairman Goforth, the Board voted unanimously to appoint Cheryl Moseley Conway to the Board of Health to fill the vacant seat.

Commissioner Gentry discussed the vacancy for the ex-officio seat on the Mountain Area Workforce Development Board to represent the County. Upon motion by Commissioner Gentry and second by Commissioner Wechtel, the Board voted unanimously to place Ross Young in the vacant position of Dr. Bellamy.

Discussion was had by the Board regarding the vacancy on the Madison County Housing Authority. Upon motion by Commissioner Garrison and second by Commissioner Gentry, with discussion being had by the Board, the Board voted unanimously that David Mitch Cline be appointed to serve in the vacancy for the Housing Authority Board.

Discussion was had by the Board. Upon motion by Vice-Chairman Goforth and second by Commissioner Wechtel, the Board voted unanimously to appoint Tommy Justus to the Transportation Authority Board.

**Agenda Item 11: Adjournment**

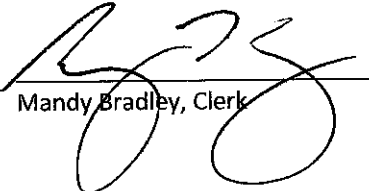
Upon motion by Vice-Chairman Goforth and second by Commissioner Garrison, the Board voted unanimously to adjourn at 10:15 p.m.

This the 13th day of April, 2021.

MADISON COUNTY

  
Mark Shelton, Chairman  
Board of Commissioners


ATTEST:

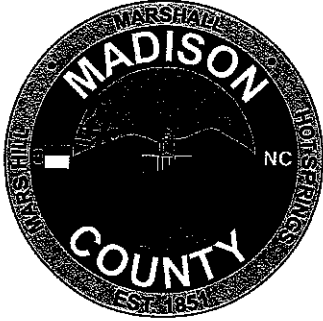
  
Mandy Bradley, Clerk

Madison County Board of Commissioners  
Agenda  
April 13, 2021

7:00 P.M.

Meeting Called To Order  
Pledge of Allegiance  
Moment of Silence

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1. Agenda Approval
  2. Approval of March 9, 2021 (Special) Minutes; March 9, 2021 (Regular) Minutes; March 23, 2021 (Special) Minutes
  3. Public Comment
  4. Kary Ledford, Interim Finance Officer
    - a. Budget Amendment #11
    - b. Financial Report
  5. Diana Wilson, Tax Assessor
    - a. Returns and Releases
  6. Ann Patton Hornthal and Billy Clarke, Roberts & Stevens Attorneys at Law
    - a. Update: Madison Asphalt LLC vs. Madison County Case Number 19-CVS-340
  7. Personnel
    - a. Attorney-Client Privilege
    - b. Economic Development
  10. Norris Geddy, Commissioner/Interim County Manager
    - a. County Manager's Update
    - b. Disease Prevention Month Resolution Consideration
    - c. Manufacturing Air Park Agreement Update
    - d. Board Appointments
  11. Adjournment



# Madison County Commissioners Meeting

## Public Comment

April 13, 2020

7:00pm

North Carolina Cooperative Extension-Madison County  
Center

3 Minute Time Limit

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

	Name	Signature
1.	James Tibbets	
2.	Britt Lee	
3.	Peggy Corbett	
4.	Amanda Little	
5.	Lynn Harden	
6.	Stephanie McCullough	
7.	Kerry Gaydos	
8.	CARL BATCHELDER	
9.		
10.		
11.		
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16.		
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18.		
19.		
20.		

**Madison County  
Board of Commissioners**

**Attachment 4.1**

**Budget Amendment #11  
April 13, 2021**

<b>Description</b>	<b>Line Item</b>	<b>Debit</b>	<b>Credit</b>
<b>Ad Valorem</b>			
2014 Taxes	10.3100.2014	\$ 1,380.00	
2015 Taxes	10.3100.2015		\$1,380.00
2019 Taxes	10.3100.2019		\$27,550.00
2021 Taxes	10.3100.2021		\$1,169.00
Late Listing Penalties	10.3100.1800		\$640.00

**Tax Office**

Postage	10.4140.3250	\$ 4,000.00	
Professional Services	10.4140.1990	\$ 6,000.00	

Due to more taxpayers paying their bills with credit cards, and online, there are higher credit card fees as well as having to mail out the receipts and cards.

**Soil And Water Conservation**

Technical Assistance	10.3496.3300		\$380.00
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Received more funding than what was budgeted.

**Information Technology**

Animal Shelter	10.4380.4300	\$ 160.00	
Child Support	10.5373.4300	\$ 78.00	
Commissioners	10.4110.4300	\$ 186.00	
Community Services	10.5551.4300	\$ 42.00	
DSS	10.5310.4300	\$ 2,018.00	
Nutrition	10.5500.4300	\$ 312.00	
In Home Aides	10.5551.4300	\$ 66.00	
VSO	10.5551.4300	\$ 42.00	
E-911	10.4330.4300	\$ 468.00	
Economic Development	10.4356.4300	\$ 42.00	
Board of Elections	10.4170.4300	\$ 204.00	
Health Dept	10.5110.4300	\$ 1,448.00	
Finance	10.4130.4300	\$ 278.00	
Inspections	10.4350.4300	\$ 144.00	
Information Technology	10.4931.4300	\$ 156.00	
Libraries	10.6110.4300	\$ 500.00	
Maintenance	10.4261.4300	\$ 22.00	
Parks and Recreation	10.6130.4300	\$ 58.00	
Register of Deeds	10.4180.4300	\$ 130.00	
Sheriff's Office	10.4310.4300	\$ 1,608.00	

Soil And Water Conservation	10.4961.4300	\$	72.00
Tax Collection	10.4140.4300	\$	150.00
Tax Assessor	10.4141.4300	\$	166.00
Transportation	10.4522.4300	\$	306.00
Capital Expense	10.4931.5110	\$	15,000.00
Professional Services	10.4931.1990	\$	3,700.00

To adjust email budgets to new system for the remainder of FY21 as well as migration fee for system. Includes funds for GIS contract

**Health Department**

Salaries- Temp	10.5110.1260	\$	477.40
FICA	10.5110.1810	\$	408.50
Unemployment Insurance	10.5110.1850	\$	53.40
Workers Comp	10.5110.1860	\$	15.50
CDC Vax Program	10.3513.5716	\$	126,325.00
CDC Vax Program	10.5110.5716	\$	126,325.00

Health Department received grant funding for this program.

**Board of Elections**

Cares Act Subgrant	10.3417.8965	\$	59,379.00
Salaries	10.4170.1210	\$	649.96
Salaries Temp	10.4170.1260	\$	628.30
Board Expenses	10.4170.1700	\$	888.27

Subgrant to cover hazard pay for staff. As well as reimbursement for additional expenses due to Covid-19

**Economic Development**

Salaries	10.4356.1210	\$	8,800.00
Rent-Building	10.4356.4120	\$	5,600.00
Professional Services	10.4356.1990	\$	14,400.00

Taking lapsed salaries to cover cost of Land of Sky contract

**Library**

LSTA Covid Mini Grant	10.3611.4710	\$	2,500.00
LSTA Covid Mini Grant	10.6110.4710	\$	2,500.00

Library secured grant for purchase of chromebooks

**Transportation**

Cares Funding-20-CA-018	10.3452.8700	\$	59,182.00
Trans-Roap Employment	10.3452.4300	\$	7,948.00
Edtap-State	10.3452.8470	\$	25,000.00
Trans-General Public Assistance	10.3452.8490	\$	26,234.00

Received additional cares funding to offset decrease in state funding

**Finance**

Occupancy Tax	10.3835.4803	\$	5,170.00
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To record additional revenue

**Register of Deeds Automation**

Automation Funds	10.4185.1990	\$ 2,339.90	
Transfer from Automation Func	10.9900.0045		\$2,339.90
To cover cost of new computers			

<b>Contingency</b>	10.7000.0000	\$ 49,595.47	
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		\$ 295,722.30	\$300,892.30
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## Attachment 4.2

We are 75.00% of the way through the FY21 budget.

Bank balances at March 31, 2021 are as follows:

	Unrestricted	Restricted
General Fund	\$3,748,392.95	
Debt Service Fund	\$48,525.26	
Capital Outlay Fund	\$326,115.47	
Capital Management	\$10,330,889.70	
Occupancy Tax Fund		\$174,140.36
Revaluation Fund		\$74,409.14
Tourism Development		\$775,739.86
Automation Fund		\$165,335.50
Drug Seizure Fund		\$7,286.22
Inmate Trust Fund		\$39,310.41
Soil & Water Conservation		\$65,560.41
<b>Total of All Accounts:</b>	<b>\$14,453,923.38</b>	<b>\$1,301,781.90</b>

New Jail Loan	\$ -	(Due in February)
School Debt Service	\$ -	(Due in February)
40-42 Set Aside for Schools	\$ (653,107.95)	
Unspent Grant/Restricted Proceeds	\$ (767,625.28)	
Adoption Promotion Fund	\$ (101,777.73)	
Encumbered Amounts	\$ (2,308,433.32)	
<b>Total Unassigned and Unrestricted Bank Balances</b>	<b>\$10,622,979.11</b>	

	General	Landfill	911
<b>Unassigned and Unrestricted totals by Fund</b>	<b>\$9,434,367.70</b>	<b>\$253,003.59</b>	<b>\$299,832.64</b>

SUMMARIES:

Percentage of budget at March 2021 is:

All Funds:		YTD	% OF BUDGET
Revenues	\$2,263,511.12	\$26,460,231.54	80.09
Expenditures	\$2,144,757.43	\$19,238,684.75	61.04

General Fund	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 03/20
Revenues to Date:	\$2,118,488.84	\$23,867,555.48		85.29	\$20,517,450.11
Expenditures to Date:	\$1,966,133.95	\$17,674,557.78	\$ 1,899,564.53	68.65	\$16,834,395.00
Gain/Loss to Date:	\$152,354.89	\$6,192,997.70			\$3,683,055.11

Contingency \$473,162.34

Landfill	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 03/20
Revenues to Date:	\$120,653.02	\$2,479,096.11		100.3	\$1,747,962.04
Expenditures to Date:	\$165,274.26	\$1,439,992.21	\$407,653.79	54.71	\$1,381,876.19
Gain/Loss to Date:	(\$44,621.24)	\$1,039,103.90			

Contingency

911 Emergency Telephone Services	MTD	YTD		% OF BUDGET	Year to Date 03/20
Revenues	\$24,369.26	\$113,579.95		54.67	\$146,148.55
Expenditures	\$13,349.22	\$124,134.76	\$1,215.00	59.75	\$156,817.42
Gain/Loss	\$11,020.04	(21,614.71)			(\$10,668.87)

Contingency \$-

## GENERAL FUND:

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 03/20
Vehicle Tax	\$84,578.38	\$745,008.56	84.68	\$691,058.56
Overages/Underages	\$0.00	\$3.72		\$3.23
Ad Valorem Tax Interest	\$32,048.57	\$130,251.70	100.19	\$107,431.74
Late Listing Fee	\$3,462.10	\$17,370.81	108.57	\$14,922.36
Legal Fees				
2009 Ad Valorem Tax	\$217.77	\$382.02		\$1,246.32
2010 Ad Valorem Tax	\$449.12	\$599.63	119.93	\$4,337.91
2011 Ad Valorem Tax	\$463.12	\$2,140.88	71.36	\$3,008.19
2012 Ad Valorem Tax	\$651.36	\$3,576.07	51.09	\$3,291.36
2013 Ad Valorem Tax	\$612.36	\$5,138.06	73.4	\$2,845.32
2014 Ad Valorem Tax	\$1,194.01	\$4,046.20	57.8	\$6,776.39
2015 Ad Valorem Tax	\$2,039.47	\$10,420.77	127.24	\$9,047.72
2016 Ad Valorem Tax	\$3,291.02	\$17,397.09	57.99	\$24,707.28
2017 Ad Valorem Tax	\$4,910.93	\$26,556.85	44.26	\$58,595.67
2018 Ad Valorem Tax	\$14,980.09	\$76,519.01	76.52	157,742.67
2019 Ad Valorem Tax	\$28,900.75	\$216,288.92	118.46	10,418,549.31
2020 Ad Valorem	\$318,347.30	\$11,753,348.23	99.93	7,981.03
2021 Ad Valorem	\$4,930.34	\$6,284.06	122.86	
Collection Fees: Marshall				
Collection Fees: Mars Hill				
Collection Fees: Hot Springs		93.47		
Sale of Tax Maps	\$15.00	\$70.50	17.63	\$455.00
Tax Office Copies				9168.86
Returned Check	\$5,996.47	\$7,943.02		\$13,866.54
Refunds/Overpayment of Taxes	\$6,524.50	\$95,116.61		\$7,409.65
Contra: Returned Check		\$1,284.81		
Sale of Foreclosed Property		\$2,509.00	16.73	\$16,500.00
Contra: Foreclosed Property Expenses				
Sales Tax/Video Programming	\$3,561.33	\$7,584.88	54.18	\$11,324.81
Sales Tax	\$524,236.84	\$3,489,994.29	88.92	\$2,215,158.60
Gas Tax Refund/State		\$12,775.56	58.07	\$15,091.43
Payment In Lieu of Taxes		\$5,892.48	3.72	
Forest Service Timber Sales				
Clerk of Court	\$6,027.74	\$45,971.08	89.79	\$48,435.61
Board of Elections		\$31,368.82	99.23	\$13,447.38
Register of Deeds	\$58,326.85	\$439,105.60	107.43	\$262,033.00
Sheriff's Department	\$189,773.51	\$1,178,376.48	85.71	\$885,190.72
Emergency Management		\$20,625.00	53.54	\$20,625.00
Inspections	\$18,495.36	\$160,666.55	86.47	\$195,556.19
Animal Control	\$1,730.00	\$30,665.09	95.54	\$33,739.48
Transportation	\$106,638.74	\$254,711.80	56.23	\$543,679.76
Cooperative Extension Service				
Soil & Water Conservation	26880	\$26,880.00	89.3	\$ 16,722.38
Grant Revenues/JCPC/DJJDP	\$8,036.00	\$198,823.70	62.02	\$79,981.55

DEPARTMENT	MTD	YTD	% OF BUDGET	YEAR TO DATE 02/20
Health Department	\$ 134,140.16	\$ 1,434,573.33	74.19	\$ 1,233,548.76
Medicaid Hold Harmless Tax	\$ 253,061.94	\$ 311,116.40	92.85	\$ 200,308.00
Social Services	\$191,607.38	\$1,498,124.58	58.21	\$1,531,774.16
AFDC				
Foster Care	\$41,350.05	\$284,755.08	27.49	\$377,373.41
Medicaid				\$370.00
Adoption	\$ 4,500.00	\$131,616.07	69.21	\$8,925.00
Child Support Enforcement	\$10,034.14	\$73,971.02	65.1	\$48,914.68
In Home Aides	\$3,075.87	\$34,774.47	25	\$53,172.83
Beech Glen Center				\$235.00
Nutrition	\$10,037.90	\$86,938.41	49.86	\$112,784.07
State Lottery Funds/Education		\$350,000.00		250000
Library	\$6,958.25	\$63,255.51	63.32	\$78,929.60
Parks & Recreation	\$600.00	\$6,970.00	64.6	\$9,420.00
Interest Earned	\$193.50	\$1,973.01	7.74	\$75,114.03
Rent of County Property	\$4,477.50	\$40,797.50	63.85	\$55,932.50
Finance/Other		\$10,701.15	148.63	\$6,156.97
Miscellaneous Income	499.80	\$ 595,662.13	119.85	\$18,779.83
Fund Transfer In				
Totals	2,118,488.84	23,867,555.48	85.29	\$20,517,450.11

#### GENERAL FUND EXPENDITURES

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 03/20
Governing Body	\$15,653.55	\$132,742.68		86.43	\$75,701.98
Finance Office	\$30,876.60	\$341,192.03	\$ 19,834.99	60.43	\$353,866.40
Tax Collector	\$16,045.04	\$187,543.56	\$ 40,385.00	64.13	\$215,742.51
Tax Supervisor	\$16,705.78	\$163,148.82		66.07	\$125,236.18
Land Records					
Professional Services					
Court Facilities	\$250.00	\$10,489.20		31.14	\$14,834.64
Board of Elections	\$11,425.52	\$277,551.23	\$ 43,322.59	82.16	\$228,092.68
Register of Deeds	\$30,875.59	\$273,266.63		84.3	\$195,419.88
Register of Deeds- Automation		\$19,999.00		100	\$0.00
Custodial	4874.66	\$7,459.39		19.969	\$0.00
Maintenance	\$32,836.89	\$288,926.84	\$ 21,512.74	49.47	\$353,918.35
Sheriff's Department	\$319,990.61	\$2,771,355.91	\$ 5,903.00	78.4	\$2,664,548.00
Emergency Management	\$10,338.58	\$61,381.06	\$ 3,300.93	63.05	\$66,805.60
911 Dispatchers	\$70,861.66	\$474,911.82	\$ 26,146.00	71.17	\$430,559.98
Fire Contract/Forest Service	\$9,367.50	\$55,966.98		49.99	\$21,290.16
Inspections	\$21,207.55	\$176,667.23	\$165.73	56.22	\$194,498.17
Economic Development	\$5,851.07	\$60,056.78	\$2,400.00	54.26	\$418,883.14
Medical Examiner		\$6,500.00		52	\$800.00
Ambulance Service Contract	\$142,916.67	\$1,286,250.03	\$428,749.97	74.67	\$845,001.00
Animal Control	\$21,627.45	\$201,586.56	\$2,270.90	64.19	\$236,692.21
Transportation - Admin	\$8,509.50	\$70,261.15		55.05	\$79,528.71

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 03/20
Transportation - Operating	\$47,771.69	\$214,155.06	\$3,334.00	57.02	\$269,756.18
Transportation - Capital Outlay					287716.44
Transportation - EDTAP	160.65	\$1,118.70		73.03	\$4,012.20
Planning & Development	9,797.66	\$133,256.60	\$1,925.00	90.83	\$88,524.74
Information Technology	20,072.50	\$175,619.68		68.35	\$138,111.40
Cooperative Extension	21,064.21	\$167,630.84	\$2,206.47	64.56	\$161,238.38
Soil & Water	\$10,286.94	\$92,857.69		68.73	\$96,334.24
Health Department	\$244,937.11	\$224,064.66	\$25,561.20	71.06	\$2,003,609.05
Drug Free Community	7993.35	\$98,023.66		78.42	
Management Admin.	\$28,335.00	\$282,711.39		51.53	\$67,404.42
Social Services	\$204,512.23	\$1,898,452.01	\$2,175.27	59.23	\$2,018,225.62
AFDC	500	\$3,580.26		44.75	\$6,498.84
Special Assistance	\$6,969.50	\$78,268.99		54.35	\$93,735.00
State Foster Care	\$15,940.82	\$103,115.25		14.73	\$335,860.63
Foster Care Program	\$41,483.61	\$247,412.00		60.34	\$151,547.97
Medical Assistance Program					
Adoption Assistance	\$13,033.99	\$92,795.94		33.89	\$76,597.09
Crisis Intervention	\$8,651.23	\$178,689.47		66.29	\$123,387.05
Child Support	\$7,978.34	\$70,670.35	\$11,105.44	55.3	\$71,160.65
In Home Aides	\$7,372.00	\$80,563.76		40.72	\$134,209.63
Nutrition	\$51,637.11	\$387,647.51	\$9,395.30	74.46	\$260,087.34
Education	\$389,284.89	\$3,742,504.33	\$ 1,221,248.00	84.15	\$3,326,523.00
A-B Technical College	\$9,542.00	\$85,878.00	\$ 28,622.00	75	\$84,375.00
Bank Charges	\$0.00	\$8,702.07		49.73	\$9,245.51
Library	\$41,441.01	\$360,779.77		71.92	\$337,362.49
Parks & Recreation	\$7,153.89	\$64,786.52		55.66	\$81,287.87
Debt Services					
Debt Services Interest					
Fund Transfer In/ Landfill & Library					
Fund Transfer Out/Revaluation					
<b>TOTALS</b>	<b>\$1,966,133.95</b>	<b>\$17,674,557.78</b>	<b>\$ 1,899,564.53</b>	<b>68.65</b>	<b>\$16,834,395.00</b>

LANDFILL FUND

REVENUES	MTD	YTD		% OF BUDGET	Year to Date 03/20
Transfer From Fund Balance					
Landfill Miscellaneous Fees		\$170.20		56.73	\$382.93
Returned Check Fees					
Surplus Property Proceeds					
State Tire Disposal Fee		\$14,340.33		51.22	\$15,965.62
Local Tire Disposal Fee	\$141.00	\$846.00		169.2	\$622.50
White Goods Tax					
Sale of White Goods	\$8.00	\$10,539.40		87.83	\$3,922.19
Household Hazardous Waste					\$1,088.42
Temporary Disposal Cards	\$7,915.13	\$75,146.61		109.51	\$18,648.00
Duplicate Disposal Cards	\$670.00	\$38,970.94		102.4	\$660.00
Landfill Disposal Cost Fees	\$10,586.86	\$92,589.69		66.49	\$86,318.30
Landfill Sale of Recyclables	\$5,628.80	\$35,037.83		119.14	\$21,750.30
Nuisance Tires					
Disposal Cards	\$90,544.40	\$2,167,581.36		105.21	\$1,513,505.57
Construction Demolition	\$5,158.83	\$33,058.22		45.04	\$6,219.53
Solid Waste Disposal Distribution		\$8,926.75		59.51	\$8,986.07
Grant/State					
Electronics Management		\$568.78		22.75	13309.58
Electronics (County)		\$5,156.41		44	\$610.00
Interest					
<b>Totals</b>	<b>\$120,653.02</b>	<b>\$2,479,096.11</b>		<b>100.3</b>	<b>\$1,747,962.04</b>

EXPENSES:	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 03/20
Landfill	\$141,757.34	\$1,266,949.84	\$244,264.34	57.36	\$1,214,978.71
Recycling	\$21,614.04	\$155,064.04	\$158,911.43	39.57	\$147,448.36
Scrap Tires	\$1,909.88	\$17,942.33	\$4,478.02	71.77	\$19,449.12
White Goods					
Closure/Post Closure					
<b>Totals</b>	<b>\$165,274.26</b>	<b>\$1,439,992.21</b>	<b>\$407,653.79</b>	<b>54.71</b>	<b>\$1,381,876.19</b>

Report Parameters:

Release Date Start: 3/1/2021 Release Date End: 3/31/2021  
 Tax District: ALL  
 Default Sort-By: Bill #, Taxpayer Name, Release Date, Billing Date, Operator ID, Release Amount  
 Grouping: No Grouping

Bill #	Taxpayer Name	Bill Date	Release Reason	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after
000000690-2020-2020-0000-00-REG	KRAMER, CHRIS	9/21/2020	Landfill error	DIANA	3/3/2021	648.76	207.00	441.76
0000001207-2020-2020-0000-00-REG	FORE, LESA D.	9/21/2020	Landfill error	DIANA	3/25/2021	888.72	180.00	708.72
0000001901-2020-2020-0000-00-REG	KING, JAMES R.	9/21/2020	Landfill error	DIANA	3/18/2021	268.26	180.00	88.26
0000001912-2020-2020-0000-00-REG	RAMSEY, SANDRA ELIZABETH	9/21/2020	Landfill error	DIANA	3/18/2021	708.76	207.00	501.76
0000003932-2020-2020-0000-00-REG	HAMLIN, CHARLES OWEN	9/21/2020	Landfill error	DIANA	3/9/2021	318.21	180.00	138.21
0000004346-2020-2020-0000-00-REG	RADFORD, JOHN W.	9/21/2020	Landfill error	DIANA	3/9/2021	1,764.66	180.00	1,584.66
0000004456-2020-2020-0000-00-REG	SHELTON, JAMES	9/21/2020	Landfill error	DIANA	3/9/2021	784.48	180.00	604.48
0000004704-2020-2020-0000-00-REG	CODY, KERMIT BERNARD III	9/21/2020	Landfill error	DIANA	3/18/2021	717.72	621.00	96.72
0000005133-2020-2020-0000-00-REG	HAYNIE, ERNESTINE	9/21/2020	Landfill error	DIANA	3/9/2021	240.38	180.00	60.38
0000005418-2020-2020-0000-00-REG	HOLT, FRED R. JR.	9/21/2020	Landfill error	DIANA	3/18/2021	1,055.40	180.00	875.40
0000006074-2020-2020-0000-00-REG	JENKINS, VARDONE	9/21/2020	Landfill error	DIANA	3/3/2021	606.81	180.00	426.81
0000006277-2020-2020-0000-00-REG	TAFFER, DOYLE	9/21/2020	Landfill error	APRIL	3/4/2021	615.85	180.00	435.85
0000006310-2020-2020-0000-00-REG	WHITT, BETTY M.	9/21/2020	Situs error	APRIL	3/8/2021	725.48	50.41	675.07
0000006981-2020-2020-0000-00-REG	FOWLER, KENNETH RAY	9/21/2020	Landfill error	DIANA	3/3/2021	351.62	180.00	171.62
0000007093-2020-2020-0000-00-REG	KENT, WAYNE JAMES	9/21/2020	Landfill error	DIANA	3/3/2021	539.66	180.00	359.66
0000007814-2020-2020-0000-00-REG	MACE, KEITH	9/21/2020	Landfill error	DIANA	3/18/2021	302.19	180.00	122.19
0000007871-2020-2020-0000-00-REG	NORTON, DELIA B.	9/21/2020	Landfill error	DIANA	3/18/2021	1,132.85	180.00	952.85
0000008197-2020-2020-0000-00-REG	TOWN OF MARSHALL	9/21/2020	Landfill error	APRIL	3/11/2021	4,680.00	4,680.00	0.00
0000008708-2020-2020-0000-00-REG	ACEVEDO, JEANETTE D.	9/21/2020	Landfill error	DIANA	3/18/2021	792.36	180.00	612.36
0000009310-2020-2020-0000-00-REG	UPPER LAUREL BAPTIST CHURCH	9/21/2020	Landfill error	APRIL	3/19/2021	180.00	180.00	0.00
0000009766-2020-2020-0000-00-REG	MASSEY, JEFFREY EUGENE	9/21/2020	Landfill error	DIANA	3/9/2021	483.82	180.00	303.82
0000010905-2020-2020-0000-00-REG	FREEMAN, ANDREW SETH	9/21/2020	Landfill error	DIANA	3/9/2021	408.21	180.00	228.21
0000011873-2019-2019-0000-00-REG	RICE, DAVID	8/28/2019	Exempt Property	APRIL	3/5/2021	4,902.16	4,902.16	0.00
0000013594-2020-2020-0000-00-REG	PAYNE, JOHNNY JOE	9/21/2020	Landfill error	DIANA	3/18/2021	464.06	180.00	284.06
0000013797-2020-2020-0000-00-REG	AMMONS, HAROLD B.	9/21/2020	Landfill error	DIANA	3/3/2021	2,873.29	1,080.00	1,793.29



0000014156-2018-2018-0000-00-REG	MCGAHA, BILL	8/15/2018	Assessed in Err	APRIL	3/5/2021	36.65	36.65	0.00
0000014362-2020-2020-0000-00-REG	MEISCHER, JAMES	9/21/2020	Landfill error	APRIL	3/17/2021	180.00	576.42	396.42
0000015175-2020-2020-0000-00-REG	JODRY, KEVIN	9/21/2020	Assessed in Err	COLTON KENT	3/25/2021	32.45	64.90	32.45
0000015354-2018-2018-0000-00-REG	HARVEST MOON	8/15/2018	Business closed	COLTON KENT	3/31/2021	20.23	20.23	0.00
0000015354-2019-2019-0000-00-REG	HARVEST MOON	9/8/2019	Business closed	COLTON KENT	3/31/2021	26.74	26.74	0.00
0000015354-2020-2020-0000-00-REG	HARVEST MOON	9/21/2020	Business closed	COLTON KENT	3/31/2021	30.39	30.39	0.00
0000018049-2020-2020-0000-00-REG	KING, TERRY	9/21/2020	Landfill error	DIANA	3/18/2021	180.00	395.65	215.65
0000018219-2020-2020-0000-00-REG	WLRM & SHOA, LLC	9/21/2020	Landfill error	DIANA	3/18/2021	207.00	236.52	29.52
0000018809-2020-2020-0000-00-REG	RICE, AMBER SHAY	9/21/2020	Landfill error	DIANA	3/25/2021	180.00	812.45	632.45
0000018935-2020-2020-0000-00-REG	ROBERTS, RICKY DEWAYNE	9/21/2020	Landfill error	DIANA	3/18/2021	360.00	891.84	531.84
0000019315-2020-2020-0000-00-REG	STUMP, DORIS ANN	9/21/2020	Landfill error	DIANA	3/9/2021	360.00	1,166.61	806.61
0000019936-2020-2020-0000-00-REG	MOORE, JESSIE JAMES	9/21/2020	Landfill error	APRIL	3/10/2021	180.00	913.22	733.22
0000020144-2020-2020-0000-00-REG	DOMSKE, DAVID	9/21/2020	Landfill error	DIANA	3/9/2021	180.00	1,096.35	916.35
0000020459-2020-2020-0000-00-REG	DOWNHILL WNC, LLC	9/21/2020	Landfill error	DIANA	3/18/2021	207.00	1,056.75	849.75
0000021850-2018-2018-0000-00-REG	RAMSEY, SHEILEY, LASHAY WRIGHT	8/15/2018	Acreege change	APRIL	3/15/2021	325.72	812.92	487.20
0000021850-2019-2019-0000-00-REG	RAMSEY, SHEILEY	8/28/2019	Acreege change	APRIL	3/15/2021	341.74	852.90	511.16
0000021850-2020-2020-0000-00-REG	RAMSEY, SHEILEY	9/21/2020	Acreege change	APRIL	3/15/2021	346.50	864.48	517.98
0000283918-2016-2016-0000-00-REG	MARS, HOWARD	8/15/2016	Landfill error	APRIL	3/8/2021	160.00	360.42	200.42
0000283922-2008-2008-0000-00-REG	MARS, HOWARD	8/15/2008	Adjustment	APRIL	3/8/2021	29.00	37.96	8.96
0000283925-2012-2012-0000-00-REG	MARS, HOWARD	8/15/2012	Landfill error	APRIL	3/8/2021	180.00	367.28	187.28
0000283927-2007-2007-0000-00-REG	MARS, HOWARD	8/15/2007	Landfill error	APRIL	3/9/2021	29.00	29.00	0.00
0000283929-2015-2015-0000-00-REG	MARS, HOWARD	8/15/2015	Landfill error	APRIL	3/8/2021	160.00	360.42	200.42
0000283935-2013-2013-0000-00-REG	MARS, HOWARD	8/15/2013	Landfill error	APRIL	3/8/2021	180.00	367.28	187.28
0000283943-2010-2010-0000-00-REG	MARS, HOWARD	8/15/2010	Landfill error	APRIL	3/8/2021	29.00	38.76	9.76
0000307900-2003-2003-0000-00-REG	JAMES, GARY D.	8/15/2003	Assessed in Err	APRIL	3/19/2021	170.92	170.92	0.00
000037602-2011-2011-0000-00-REG	WOLF LAUREL REALTY & RENTALS	8/15/2011	Business closed	COLTON KENT	3/11/2021	241.05	241.05	0.00
0000412583-2016-2016-0000-00-REG	MCGAHA, BILL	8/15/2016	Assessed in Err	APRIL	3/5/2021	42.37	42.37	0.00
0000412585-2003-2003-0000-00-REG	MCGAHA, BILL	8/15/2003	Assessed in Err	APRIL	3/5/2021	207.59	207.59	0.00
0000412586-2017-2017-0000-00-REG	MCGAHA, BILL	8/15/2017	Assessed in Err	APRIL	3/5/2021	39.40	39.40	0.00
0000412588-2012-2012-0000-00-REG	MCGAHA, BILL	8/15/2012	Assessed in Err	APRIL	3/5/2021	56.63	56.63	0.00
0000412589-2007-2007-0000-00-REG	MCGAHA, BILL	8/15/2007	Assessed in Err	APRIL	3/5/2021	74.24	74.24	0.00
0000412590-2008-2008-0000-00-REG	MCGAHA, BILL	8/15/2008	Assessed in Err	APRIL	3/5/2021	69.05	69.05	0.00
0000412591-2015-2015-0000-00-REG	MCGAHA, BILL	8/15/2015	Assessed in Err	APRIL	3/5/2021	45.55	45.55	0.00
0000412592-2006-2006-0000-00-REG	MCGAHA, BILL	8/15/2006	Assessed in Err	APRIL	3/5/2021	79.83	79.83	0.00
0000412593-2011-2011-0000-00-REG	MCGAHA, BILL	8/15/2011	Assessed in Err	APRIL	3/5/2021	60.98	60.98	0.00
0000412595-2013-2013-0000-00-REG	MCGAHA, BILL	8/15/2013	Assessed in Err	APRIL	3/5/2021	52.67	52.67	0.00
0000412596-2009-2009-0000-00-REG	MCGAHA, BILL	8/15/2009	Assessed in Err	APRIL	3/5/2021	64.21	64.21	0.00
0000412597-2014-2014-0000-00-REG	MCGAHA, BILL	8/15/2014	Assessed in Err	APRIL	3/5/2021	48.98	48.98	0.00

0000412598-2005-2005-0000-00-REG	MCGAHA, BILL	8/15/2005	Assessed In Err	APRIL	3/5/2021	79.83	79.83	0.00
0000412599-2010-2010-0000-00-REG	MCGAHA, BILL	8/15/2010	Assessed In Err	APRIL	3/5/2021	65.57	65.57	0.00
0000454504-2015-2015-0000-00-REG	FEATHERS & FLUFF FARM	8/15/2015	Business closed	COLTON KENT	3/11/2021	63.80	63.80	0.00
0000460502-2017-2017-0000-00-REG	CAMPBELL, MARY J AND HUSBAND, CHANDLER, WILLIAM H.	8/15/2017	Sold/Traded	APRIL	3/12/2021	29.70	29.70	0.00
0000567803-2020-2020-0000-00-REG	SUTTLES, RICHARD DALE	9/21/2020	Landfill error	DIANA	3/9/2021	1,052.29	180.00	872.29
0000568363-2020-2020-0000-00-REG	OGLE, DONALD RODNEY	9/21/2020	Landfill error	DIANA	3/4/2021	935.06	180.00	755.06
0000568364-2020-2020-0000-00-REG	LUKIC, ANDREA	8/28/2019	Situs error	APRIL	3/5/2021	1,118.37	180.00	938.37
0000568573-2019-2019-0000-00-REG	KEENER, ETHEL S	9/21/2020	Duplication	DIANA	3/10/2021	217.86	217.86	0.00
0000568585-2020-2020-0000-00-REG	FRISBEE, WOODROW	9/21/2020	Landfill error	DIANA	3/18/2021	537.68	180.00	357.68
0000568600-2020-2020-0000-00-REG	COOPER, RICHARD E	9/21/2020	Landfill error	DIANA	3/9/2021	2,376.06	180.00	2,196.06
0000568735-2020-2020-0600-00-REG	RADFORD, JOHN MILTON	9/21/2020	Not in County	APRIL	3/8/2021	68.18	68.18	0.00
0000569016-2020-2020-0000-01-REG	WARREN, STEPHEN HAROLD	9/21/2020	Building	APRIL	3/8/2021	1,846.48	100.80	1,745.68
0000569276-2020-2020-0000-00-REG	WYATT, OPHARD NEIL	9/21/2020	Assessed In Err	COLTON KENT	3/16/2021	32.45	32.45	0.00
0000569355-2020-2020-0000-00-REG	WILSON, LAWRENCE EDWARD	9/21/2020	Duplication	DIANA	3/10/2021	504.08	504.08	0.00
0000569525-2020-2020-0000-00-REG	CHRISTIE, JON	9/21/2020	Landuse change	APRIL	3/8/2021	4,404.86	904.16	3,500.70
0000569714-2020-2020-0000-00-REG	ASHE, TERRY G	9/21/2020	Sold/Traded	APRIL	3/5/2021	59.00	59.00	0.00
0000570529-2020-2020-0000-00-REG	BALL, CALVIN	9/21/2020	Sold/Traded	APRIL	3/4/2021	7.79	7.79	0.00
0000570557-2020-2020-0000-00-REG	BALLARD, ROY GUS	9/21/2020	Assessed In Err	DIANA	3/5/2021	29.00	29.00	0.00
0000570576-2020-2020-0000-00-REG	FLYNN, VIVIAN	9/21/2020	Assessed In Err	COLTON KENT	3/5/2021	13.57	13.57	0.00
0000570899-2020-2020-0000-00-REG	GALPHIN, RICHARD W.	9/21/2020	Assessed In Err	COLTON KENT	3/5/2021	17.50	7.50	10.00
0000570943-2020-2020-0000-00-REG	GO HORSE MEADOW FORK	9/21/2020	Assessed In Err	COLTON KENT	3/10/2021	13.82	13.82	0.00
0000571161-2020-2020-0000-00-REG	MUSACCHIO, PETE	9/21/2020	Business closed	COLTON KENT	3/22/2021	29.70	29.70	0.00
0000571278-2020-2020-0000-00-REG	MUSACCHIO, PETE	9/21/2020	Assessed In Err	COLTON KENT	3/10/2021	33.04	11.80	21.24
0000571278-2020-2020-0000-00-REG	SUTHERLAND, BARBARA ELLEN	9/21/2020	Assessed In Err	COLTON KENT	3/10/2021	21.24	4.72	16.52
0000571586-2020-2020-0000-00-REG	AYLWARD, ALASTAIR E	9/21/2020	Assessed In Err	COLTON KENT	3/8/2021	100.00	100.00	0.00
0000571730-2020-2020-0000-00-REG		9/21/2020	Assessed In Err	DIANA	3/4/2021	5.90	5.90	0.00

Subtotal

Total

23,451.69



**STATE OF NORTH CAROLINA**

**RESOLUTION**

**COUNTY OF MADISON**

**WHEREAS**, children are vital to our county's future success, prosperity, and quality of life as well as being our most vulnerable assets;

**WHEREAS**, all children deserve to have safe, stable, nurturing, homes and communities they need to foster their healthy growth and development;

**WHEREAS**, child abuse and neglect is a community responsibility affecting both the current and future quality of life of our county;

**WHEREAS**, communities that provide parents with the social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential;

**WHEREAS**, effective child abuse prevention strategies succeed because of partnerships created among citizens, human services agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies and the business community;

**WHEREAS**, the Madison County Department of Social Services is responsible for the provision of protective services for abused and neglected children as mandated by State law;

**WHEREFORE**, the Madison County Board of Commissioners does hereby proclaim the month of April 2021 as Child Abuse Prevention Month and calls upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

This the 13th day of April 2021.

MADISON COUNTY BOARD OF  
COMMISSIONERS



MARK SNELSON  
CHAIR

STATE OF NORTH CAROLINA

MADISON COUNTY MANUFACTURING  
ART PARK

COUNTY OF MADISON

AGREEMENT

**THIS AGREEMENT** is made and entered into this the 13<sup>th</sup> day of April, 2021 by and between **MADISON COUNTY**, a body politic, (hereinafter referred to as "County"); and **STEFAN BONITZ**, (hereinafter referred to as "Artist");

**WITNESSETH:**

**THAT WHEREAS** the County is the administrator of a grant heretofore received by the County which provides for the creation of a piece of sculpture, for the purposes of this Agreement named TBD (hereinafter referred to as "sculpture") and pursuant to the terms of said grant, the County has received proposals for the creation of the sculpture and the artist has been chosen for the creation of the sculpture and this Agreement is made for the purposes of memorializing the terms between the County and the artist for the creation of the sculpture.

**WHEREAS**, the Artist is a professional artist whose work and qualifications make the Artist uniquely qualified to create the Sculpture;

**WHEREAS**, the Artist was selected based upon the Artist's work and qualifications; and

**NOW THEREFORE** the parties hereto agree as follows:

**Article 1: Sculpture.** The artist shall create the sculpture per the renderings and designs set forth in the proposal, a copy of which is attached hereto as Exhibit "One" and incorporated in full herein. The design may be modified upon the mutual written agreement of the County and artist.

**Article 2: Compensation.** The County shall pay to the artist the total sum of \$9,500.00 for the creation of the sculpture. Said amount to be payable in four (4) equal installments, with the first payment of \$2,375.00 being due and payable on the execution of this Agreement, second upon completion of the sculpture proposal from the artist, third upon completion of the sculpture and prior to the necessary foundation construction, and fourth and final payment upon completion of the installation of the sculpture on site. The completed sculpture shall be delivered by the artist to the County for placement at the Madison Manufacturing Art Park no later than October 31, 2021. Furthermore, the artist shall include the mounting for the sculpture, including, without limitation, the bolt pattern and concrete base, if required.

**Article 3: Fabrication Stage.**

- A. The Artist shall fabricate [and install] the Sculpture in substantial conformity with the Design. The Artist may not deviate from the approved design without written approval of the County.
- B. The application of protective or anti-graffiti coatings.

- C. The County shall have the right to review the Sculpture at reasonable times during the fabrication thereof upon reasonable notice.
- D. If the County, upon review of the Sculpture, determines that the Sculpture does not conform to the Design or Revised Design, the County reserves the right to notify the Artist in writing of the deficiencies and that the County intends to withhold the next budget installment.
- E. The Artist will promptly cure the County's objections and will notify the County in writing of completion of the cure. The County shall promptly review the Sculpture, and upon approval shall release the next budget installment. If the Artist disputes the County's determination that the Sculpture does not conform, the Artist shall promptly submit reasons in writing to the County within 10 days of the County's prior notification to the contrary. The County shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether the Artist has complied with the terms of this Agreement shall remain with the County.
- F. The County shall inspect the Sculpture within 10 days after receiving notification pursuant to paragraph (f), prior to installation, to determine that the Sculpture conforms to the Design and to give final approval of the Sculpture. The County shall not unreasonably withhold final approval of the fabricated Sculpture. In the event that the County does withhold final approval, the County shall submit the reasons for such disapproval in writing within 10 days of examining the fabricated Sculpture. The Artist shall then have 10 days from the date of the County's notice of the disapproval to make the necessary adjustments to the fabricated Sculpture in accordance with such writing. The Artist shall not be penalized for any delay in the delivery and installation of the Sculpture to the Site unless the Artist has willfully and substantially deviated from the Design without the prior approval of the County. The Artist shall then be held responsible for any expenses incurred in correcting such deviation.
- G. The Artist will coordinate closely with the County to ascertain that the Site is prepared to receive the Sculpture. Artist must notify County of any adverse conditions at the Site that would effect or impede the installation of the Sculpture. The Artist is responsible for timely installation of the Sculpture. The Artist will confer and coordinate with the County to ensure timely coordination with the County's construction team. Artist may not install the Sculpture until authorized to do so by the County.
- H. Upon installation of the Sculpture, the Artist shall provide the County with written instructions for the appropriate maintenance and preservation of the Sculpture along with product data sheets for any material or finish used. The Sculpture must be durable, taking into consideration that the Site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Artist must ensure that all maintenance requirements will be reasonable in terms of time and expense. The County or its designee is responsible for the proper care and maintenance of the Sculpture.

#### Article 4: Taxes

Any state or federal sales, use or excise taxes, or similar charges relating to the services and materials under this Agreement shall be paid by the Artist in a timely fashion. The County shall report payments made to the Artist annually to the Internal Revenue Department in a 1099 statement.

**Article 5: Risk of Loss**

The Artist shall bear the risk of loss or damage to the Sculpture until the County's final acceptance of the Sculpture under Section 1.8(b). The Artist shall take such measures as are reasonably necessary to protect the Sculpture from loss or damage. The County shall bear the risk of loss or damage to the Sculpture prior to final acceptance only if, during such time, the partially or wholly completed Sculpture is in the custody, control or supervision of the County or its agent(s) for the purposes of transporting, storing, installing or performing other services to the Sculpture.

**Article 6: Warranties of Title**

The Artist represents and warrants that:

- A. The Sculpture is solely the result of the artistic effort of the Artist;
- B. Except as otherwise disclosed in writing to the County, the Sculpture is unique and original and does not infringe upon any copyright or the rights of any person;
- C. The Sculpture (or duplicate thereof) has not been accepted for sale elsewhere;
- D. the Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Sculpture or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;
- E. The Sculpture is free and clear of any liens from any source whatsoever.
- F. All Sculpture created or performed by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others, shall be wholly original with the Artist and shall not infringe upon or violates the rights of any third party.
- G. The Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement.
- H. All services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, etc. and with all necessary care, skill, and diligence.
- I. These representations and warranties shall survive the termination or other extinction of this Agreement.

**Article 7: Artist as an Independent Contractor**

The Artist agrees to perform all Sculpture under this Agreement as an independent contractor and not as an agent or employee of the County. The Artist acknowledges and agrees that the Artist shall not hold himself or herself out as an authorized agent of the Contract with the power to bind in any manner. The Artist shall provide the County with the Artist's Tax Identification Number and any proof of such number as requested by the County.

**Article 8: Failure to Complete**

If the Artist defaults [for cause other than death or incapacitation], the Artist shall return to the County all funds provided by the County in excess of expenses already incurred. The Artist shall provide an accounting. All finished and unfinished drawings, sketches, photographs and other Sculpture products prepared and submitted or prepared for submission by the Artist under this Agreement shall be retained by the Artist. [The County [shall] retain the right to have the Sculpture completed, fabricated, executed, delivered and installed.]

**Article 9: Credit for Creation**

The County or its designee shall be the owner of the sculpture and the County or its designee agrees to provide credits to the artist for the creation of the sculpture.

**Article 10: Entire Agreement**

This Agreement, including the exhibits and addendum attached as "Exhibit A", comprises all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between the Parties prior to the execution of this Agreement shall affect or modify any of the terms or obligations.

This the 13<sup>th</sup> day of April, 2021.

X MADISON COUNTY  
By: Mark Snelson (SEAL)  
Norris Gentry, Interim County Manager  
Mark Snelson, Board Chair

State of North Carolina  
County of Madison

I Marla B Gouge,  
Notary Public of said State and County, do  
Hereby certify that

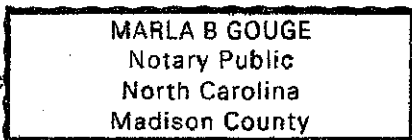
Mark Snelson  
The (principal) personally appeared before me this day, and/or (I) I have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the principal's identity, by current State or Federal identification with the principal's photograph, and such principal Acknowledged to me that he or she voluntarily signed the foregoing going for the purpose therein and in the capacity indicated.

Marla B Gouge  
Notary Public Signature

Marla B Gouge  
Notary Printed or Typed Name

Witness my hand and official seal or stamp,  
This 13<sup>th</sup> day of April, 2021.

My Commission expires on  
Dec 11 2021



By: \_\_\_\_\_ (SEAL)  
Stefan Bonitz, Artist

State of \_\_\_\_\_  
County of \_\_\_\_\_

I \_\_\_\_\_,  
Notary Public of said State and County, do  
Hereby certify that

The (principal) personally appeared before me this day, and/or (I) I have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the principal's identity, by current State or Federal identification with the principal's photograph, and such principal Acknowledged to me that he or she voluntarily signed the foregoing going for the purpose therein and in the capacity indicated.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Printed or Typed Name

Witness my hand and official seal or stamp,  
This \_\_\_\_\_ day of \_\_\_\_\_, 2021.

My Commission expires on  
\_\_\_\_\_



## "Exhibit One"

Stefan Bonitz DBA Steebo Sculptures

3/12/2021

Madison Manufacturing Art Park Sculpture proposal

### PEERLESS WONDERLAND

My vision for this sculpture is a whimsical experience installation incorporating components from Peerless Blower Manufacturing to create bright colorful creatures, furniture and "vegetation". I chose the "whimsical" direction to create a happy setting that can be enjoyed and appreciated by all age groups.

-Sketches provided are quick doodles lacking detail but providing the general setting.

\*The central large "snail" is an actual large size blower housing. The housing will be large enough and modified to be entered with seating on both sides facing each other. Could actually provide shelter in rain or sun while walking from field to field. The color for the large "snail shell" will be true to Peerless Blower specs (grey-ish) to contrast with colors of critters. A single solar light fixture in top (fixtures discussed further throughout proposal).

\*Butterflies on the snail - I have sketched 2 but intend several of different sizes fabricated from the side walls from blower housings. Painted with colorful tones as you would expect for a butterfly. Paints used are industrial grade primers and finishes to withstand outdoor elements. Gauge of steel will be substantial enough to withstand reasonable attempts by a (hopefully never) vandal or rouge child...

\*Seating is created utilizing mounting stands for Peerless Blowers. They are sturdy and in sizes for adults and small for children. Blower stands will most likely be powder coated to handle high traffic and weather. Slats of composite decking boards will be bolted to seating surfaces to extend wear and maintenance serviceability as well as protection from hot metal in summer sun when sitting. All "furnishings" will be anchored in place using proper galvanized anchors.

\* "Flowers" - depicted to the sides of the large central snail are the actual fan within the blower housing. There are various sizes. These will be mounted on pipe high enough to not be of concern for fingers to get into them as they will be on bearings with the hopes that wind will spin them. The slots between the blades are actually small enough that if someone were to get up to them somehow, fingers can not fit in.

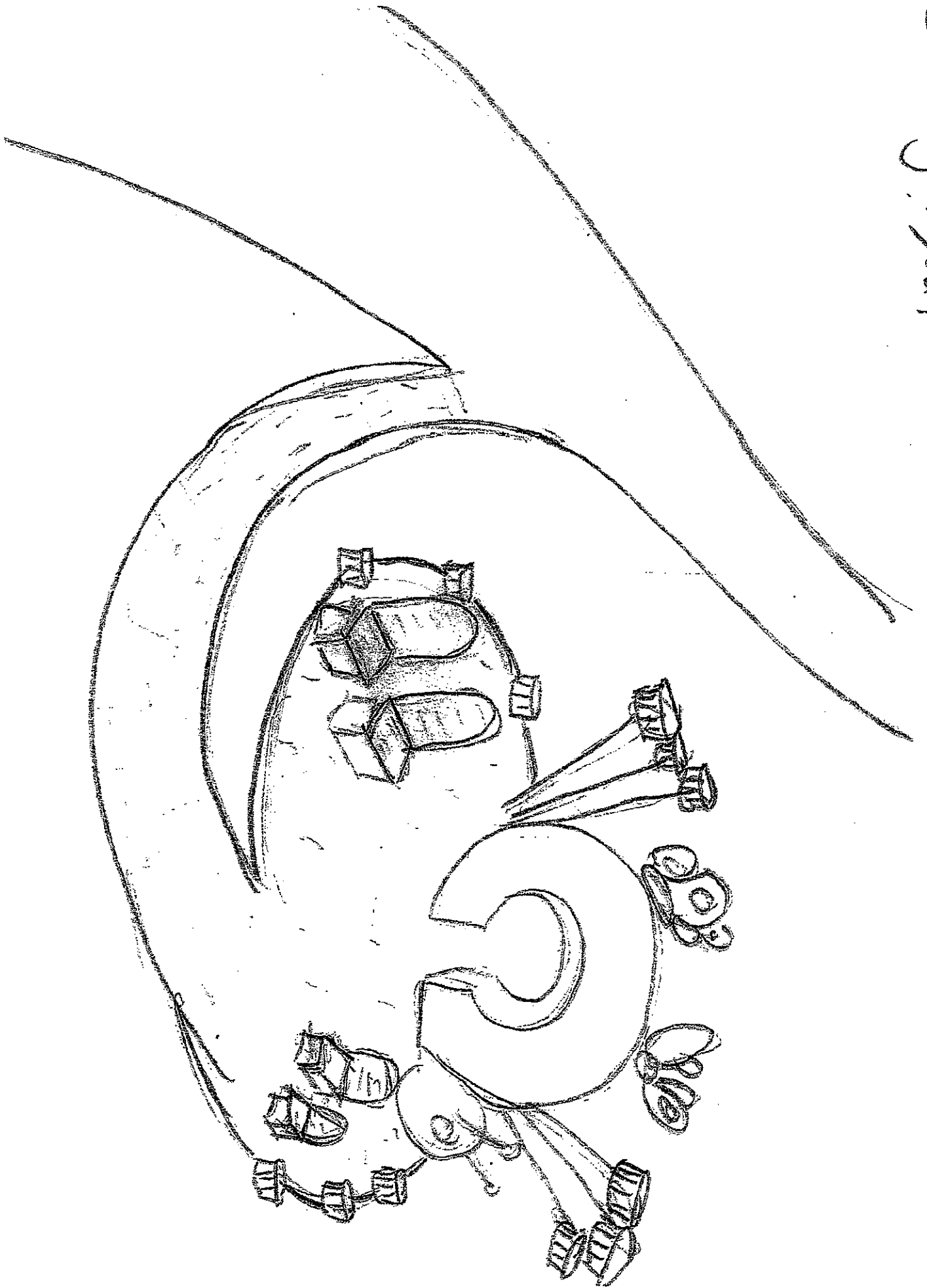
\*"Pod Lights" - depicted on the setting layout sketch are the same fans used in the flowers described above. These are at ground level and not spinning but mounted as patio lighting. Again solar lighting is used inside pods on a daylight/nighttime sensor switch. Lighting will provide ambiance and evening time interest but should not be thought of as illuminating the area.

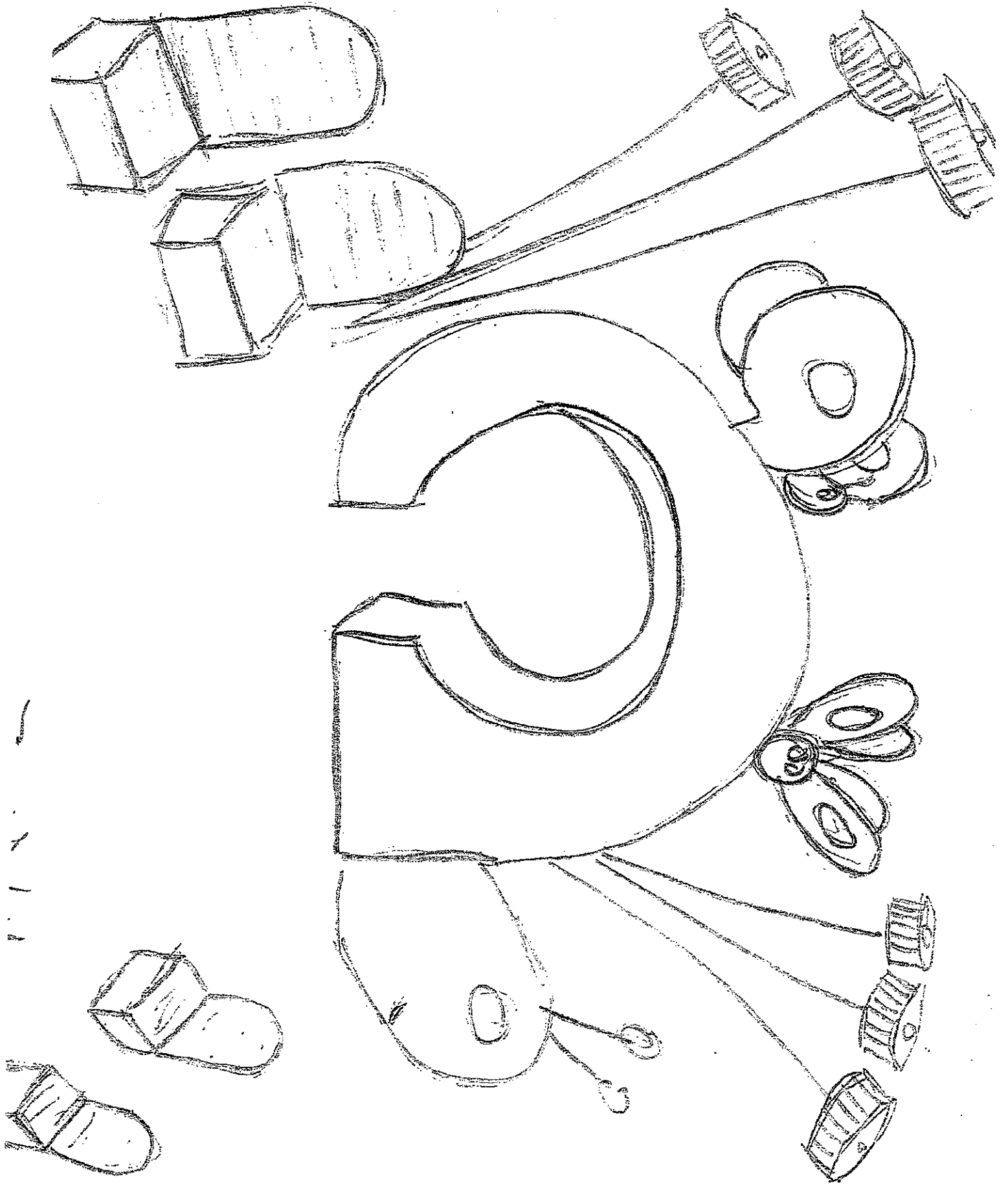
surface to provide safe access with handicap access considerations. Concrete to be 4" slab construction with wire mesh reinforcement. Concrete most likely will be colored to complement the setting.

The quick sketches and supplemental photos of Peerless Blower components to be utilized, along with the verbal sketch above are submitted in hopes to pass my vision to the art/sculpture board. Most likely there will be quite a few variants as the logistics of the piece evolves. In pretty much every venture like this that I've taken on, the clients have been pleasantly overwhelmed by how much "more" the final work is than what was expected from the initial "doodle". I hope that my vision works with the vision you have for the Madison Manufacturing Art Park Sculpture experience.

Stefan/Steebo

Setting Layout





"Exhibit A"

CONTRACT ADDENDUM  
FOR CONTRACTS WITH ANY DEPARTMENT OF  
MADISON COUNTY GOVERNMENT

CONTRACTOR: Stefan Bantz  
COUNTY DEPARTMENT: Economic Development  
SUBJECT OF CONTRACT: Madison Manufacturing Art Park  
DATE/TERM OF CONTRACT: 4.13.21

**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 Smilera*

Title: *Chair, Board of Commissioners*

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

By: *Kaylea Ford*  
Madison County Finance Officer

**MADISON COUNTY RESOLUTION**

**RESOLUTION APPROVING 2020 MADISON COUNTY MANUFACTURING ART PARK  
ARTIST.**

**WHEREAS**, Madison County's received a grant from the Community Foundation of Western North Carolina to develop a Madison County Manufacturing Art Park; and

**WHEREAS**, Madison County Manufacturing Art Park was developed to provide public art that honored Madison County's manufacturing and industrial heritage and growing artist community; and

**WHEREAS**, the Madison County Economic Development Advisory Board is recommending that local artist and sculpture, Stefan Bonitz, be awarded the contract to create the 2020 Madison County Manufacturing Art Park Sculpture;

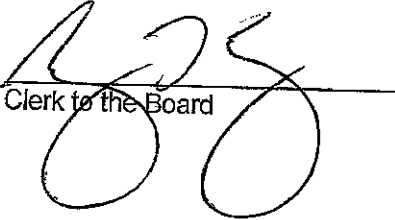
**NOW THEREFORE BE IT RESOLVED BY THE MADISON COUNTY COMMISSIONERS**, approve providing the 2020 Madison County Manufacturing Art Park Sculpture contract to Mr. Stefan Bonitz, for a contract of \$9,500.

READ, APPROVED, AND ADOPTED this the 13<sup>th</sup> day of April, 2021.



Chairman  
Madison County Commissioners

ATTEST:

  
Clerk to the Board