

State of North Carolina

Minutes

County of Madison

The Madison County Board of Commissioners met in regular session on Tuesday, August 3, 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, Clerk Mandy Bradley.

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

Agenda Item 1: Agenda Approval

Chairman Snelson requested to amend the agenda as follows:

- Item 9h-Addition of Tammy Cody, Health Director for Health Department Update
- Move Item 9h to Item 9i

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

Agenda Item 2: Approval of July 13, 2021 (Regular) Minutes

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

Agenda Item 3: Public Comment

Clint Cogburn- Mr. Cogburn spoke regarding the Solid Waste Availability Fee.
Robert Steinglass- Mr. Steinglass spoke regarding vaccinations and COVID-19.
(Attachment 3.1)

Agenda Item 4: Kim Bellofatto, Library Director

Ms. Bellofatto and John Greater, Friends of Hot Springs Library Treasurer presented and discussed the Hot Springs Library building and gifting the building as well as the transfer of ownership of the building from the Friends of the Hot Springs Library to Madison County noting that the deed had already been recorded. Mr. Greater also discussed services offered at the Hot Springs Library. Discussion was had by the Board, Mr. Greater, and Ms. Bellofatto.

Chairman Snelson recognized Mark Pless in attendance at the meeting. Discussion was had by the Board.

Agenda Item 5: Tyler Ross, Soil and Water Conservation Director

Mr. Ross attended the meeting via telephone and discussed the recommendation regarding proposed amendments to voluntary agriculture districts as set forth in the Farmland Preservation Ordinance as well as presented the amended Ordinance to the Board, a copy of which is attached in the Madison County Ordinance Book. Commissioner Gentry discussed the information from Mr. Ross with the Board, counsel was provided by County Attorney Donny Laws, and Mr. Ross answered questions from the Board members.

Upon motion by Commissioner Gentry and second by Commissioner Wechtel, the Board voted unanimously to approve the recommended Ordinance as reviewed by our attorney and as given to us by our Director of the Soil and Water Conservation.

Agenda Item 6: Jaime Lunsford, IT Director

a. Administration Building Cellular Communication Enhancement

Mr. Lunsford presented and discussed a proposal from US Cellular to increase cellular service at the Administration Building as well as answered questions from Board members. Mr. Lunsford discussed the cost, equipment needed, and service provided by US Cellular.

Upon motion by Commissioner Wechtel and second by Vice-Chairman Goforth, the Board voted unanimously to approve. (Attachment 6.1)

b. Courthouse Technology Infrastructure Enhancement

Mr. Lunsford presented and discussed proposals for security equipment installation at the Courthouse as well as answered questions from Board members. Information provided by Mr. Lunsford included proposals for service and equipment from TSA, Edwards Equipment, and Haynes Pro as well as types of service currently in use in the County and equipment and service that would be provided to the County. Discussion was had by the Board and Mr. Lunsford.

Upon motion by Vice-Chairman Goforth and second by Commissioner Garrison with discussion being had by the Board, the Board voted unanimously to authorize Edwards Equipment to do this job. (Attachment 6.2)

Agenda Item 7: Brooke Ledford, Human Resources Director

Ms. Lunsford presented and discussed a proposed alternate work schedule policy for County employees as well as answered questions from Board members. Ms. Ledford noted that the proposed alternate work schedule would allow for three potential schedules to be utilized by employees. Discussion was had by the Board and Ms. Ledford.

Upon motion by Commissioner Gentry and second by Chairman Snelson, the Board voted unanimously to approve our HR Director's recommendation for the alternate work schedule for policy and procedure. (Attachment 7.1)

Agenda Item 8: Kary Ledford, Finance Officer

a. Budget Amendment #1

Ms. Ledford presented and discussed Budget Amendment #1 with the Board as well as answered questions from Board members. Discussion was had by the Board.

Upon motion by Vice-Chairman Goforth and second by Chairman Snelson, the Board voted unanimously to approve. (Attachment 8.1)

b. Expense Report

Ms. Ledford presented and discussed the expense report for the month of July with the Board. (Attachment 8.2)

Agenda Item 9: Norris Gentry, Commissioner/Interim County Manager

a. County Manager's Report

Commissioner Gentry presented and discussed sales tax information with the Board noting special attention to Article 46 and Article 44/524.

Funding for the American Rescue Plan Act was presented and discussed with the Board by Commissioner Gentry who noted that the first payment of the funds have been received by the County. Commissioner Gentry also discussed the program overview and allowance of funds to assist with the impact of COVID-19.

Commissioner Gentry discussed the work of current GIS staff to create an inventory of County owned property and noted that staff would present the program to the Board in the future.

An update regarding the work of the Community Housing Coalition at County owned property at Beech Glen was provided to the Board by Commissioner Gentry.

Commissioner Gentry provided an update regarding the repair of the building which will house the Hot Springs Daycare program and noted that the repair work is being completed by the County in conjunction with the school system.

b. County Travel Per Diem Rate

Commissioner Gentry presented and discussed the current travel per diem rates allowed by the County. He noted that the county rate is lower than the state allowance and recommended that the County match the rates of the State of North Carolina. Commissioner Garrison read the County's current per diem rates into record and discussion was had by the Board.

Upon motion by Commissioner Garrison and second by Chairman Snelson, the Board voted unanimously that the County mirror the State's per diem rates. (Attachment 9.2)

c. Regional Hazard Mitigation Plan Resolution Consideration

Commissioner Gentry presented and discussed the Buncombe-Madison Regional Hazard Mitigation Plan Resolution for consideration of the Board.

Upon motion by Commissioner Wechtel and second by Vice-Chairman Goforth, the Board voted unanimously to approve. Discussion was had by the Board. (Attachment 9.3)

d. Big Indie Alpha Location Agreement Consideration

Commissioner Gentry presented and discussed the location agreement request from Big Indie Alpha for the use of Blannhasset Island for film production as well as the Fairgrounds for overflow parking if needed. Counsel was provided by County Attorney Donny Laws who requested that the County Addendum be added to the agreement and noted that the filming will be less than one year in duration.

Upon motion by Chairman Snelson and second by Commissioner Gentry with discussion being had by the Board, the Board voted unanimously to approve. (Attachment 9.4)

e. Enterprise Funds Fees Discussion

Commissioner Gentry discussed the Enterprise Funds fees with the Board and presented information regarding the entities including Mars Hill Commons, Madison County Housing Authority, and Mars Hill University that payments for the current year's bills have not been received and requested direction moving forward with the next year's billing.

Discussion was had by the Board and counsel was provided by County Attorney Donny Laws regarding entities or persons that have a contract for trash pick-up and disposal outside of Madison County and the appeals process that could be used to appeal the Availability Fee in accordance with the North Carolina General Statutes by providing proof of a contract and documentation that waste is disposed of outside of the County as well as the Availability Fee assessed for those with trash pick-up contracts whose trash is disposed of in Madison County. Commissioner Gentry noted that any waste such as furniture, tires, and large items not picked up by the contracted hauler could still be taken to Solid Waste for disposal at a rate as determined by the current tipping fee. Further discussion was had by the Board regarding how to disseminate the appropriate information to residents so that they are aware of Solid Waste billing information.

Commissioner Gentry requested clarification regarding billing for Mars Hill Commons and noted that the fee will be waived providing the necessary documentation and that the Madison County Housing Authority does owe the bill and will be billed again as the other Housing Authorities in the County have paid. Chairman Snelson noted that the documentation will need to be verified yearly in order for the Availability Fee to be waived. Discussion was had by the Board regarding Mars Hill University with counsel was provided by County Attorney Laws regarding any waiver of disposal fees and that nonprofits are not waived simply based on being a nonprofit. Commissioner Gentry noted that Mars Hill University will be billed at the rate of \$15 per occupied room.

Item 9f: County Owned Surplus Property

Commissioner Gentry presented for consideration of final approval, a bid for the sale of property located at 167 Bailey's Branch Road in Marshall noting that there have been no upset bids submitted in response to the original bid within the advertisement period.

Upon motion by Chairman Snelson and second by Commissioner Gentry, the Board voted unanimously to accept the bid. (Attachment 9.6)

Item 9e: Enterprise Funds Fees Discussion (cont.)

Commissioner Wechtel requested clarification from County Attorney Laws regarding the need for a formal motion in the form of a vote on the items previously discussed regarding the Solid Waste fee with County Attorney Laws noting that no formal vote was needed because the Board did not waive anything and just explained how the process works.

Commissioner Garrison discussed how County owned surplus properties are marketed for sale of promotion and advertising with discussion being had by the Board regarding County owned property inventory, creating an inventory system, and the track record of previously sold parcels.

Item 9g: County Board Appointments

Commissioner Gentry presented and discussed vacancies for the Housing Authority Board. Commissioner Garrison made a motion that Jill Peek and David McKinney be put in those vacant slots. Discussion was had by the Board and County Attorney Laws regarding the terms of appointment for each vacancy with Commissioner Gentry noting that one vacancy has a term ending in February 2022 and the other in April of 2026. Commissioner Gentry requested the appointee who would fill the seat with the term ending February 2022. Upon motion by Commissioner Garrison and second by Vice-Chairman Goforth, the Board voted unanimously to appoint Jill Peek.

Commissioner Gentry requested the appointee who would fill the seat with the term ending in April of 2026 with Chairman Snelson calling for a motion for David McKinney. Upon motion by Vice-Chairman Goforth and second by Commissioner Garrison, with discussion being had by the Board and Clerk Mandy regarding the terms of appointment to the Housing Authority Board, the previous board member to fill the seat, and the area of the County that was represented as well as clarification of motion, the Board voted 3-2 against with Commissioners Snelson, Goforth, and Gentry voting opposed.

Item 9h: Health Department Update

Commissioner Gentry presented and discussed information regarding a request for consideration on behalf of the Health Department for additional pay for time worked during the COVID-19 Pandemic. Information discussed included the current overtime policy and the previous allowance for overtime payments from February 3, 2020 through September 27, 2020 as well as the current request from the Health Department for overtime wages to be paid from September 28, 2020 through July 18, 2021. Discussion was had by the Board with counsel being provided by County Attorney Laws regarding the current County Overtime Policy, previous allowance of overtime payments due to the modification of the overtime policy, and the payment of those hours with previous COVID funds. Additional information discussed included the possibility of an allowance of a set number of hours that exempt employees would work before being paid overtime with a modification of the policy and how those hours or bonuses could be paid in consideration of the American Rescue Plan Act funding or other budgetary monies.

Ms. Cody addressed the Board regarding the number of exempt and non-exempt employees at the Health Department that are affected. She also discussed other facilities that have taken safeguards that have kept employees from being over worked, but that would scale back on services that the Health Department staff could offer and she also discussed concern over employees leaving the Health Department due to the workload. Discussion was had by the Board regarding overtime payout of exempt and non-exempt employees and counsel was provided by County Attorney Laws regarding the creation of a new overtime policy for possible consideration.

Commissioner Wechtel made a motion that we have a budget amendment forthcoming to move the funds in to pay the non-exempt employee's accrued compensatory time that is documented on the spreadsheets and that would take their compensatory time down to a balance of \$0 and that serves two purposes, one it pays people for the work that they did and two, it will make a small dent in our unfunded liability of overall comp time that we have throughout the county. The motion was seconded by Commissioner Garrison and Commissioner Gentry requested to clarify the dates of the motion with Commissioner Wechtel noting that it would be from September 28, 2020 to July 18, 2021 assuming that is legal because we are crossing over lines for budget years. Discussion was had by the Board and Finance Officer Kary Ledford regarding the payment outside of the previous budget year. Counsel was provided by County Attorney Laws regarding the liability of comp time and the ability to pay it out as accrued comp time. Commissioner Wechtel noted that he would amend his motion to say as long as it is legal and County Attorney Laws noted that it would be upon approval of the County Manager, Finance Officer, and our auditors. Commissioner Gentry requested that the motion be read back with Clerk Mandy Bradley repeating Commissioner Wechtel's motion. Commissioner Wechtel requested to specify that it is the spreadsheet pertaining to the Health Department cost of overtime hours. County Attorney Laws requested that Commissioner Wechtel consider amending his motion to include instead of saying assuming it is legal to say that upon the finance officer obtaining approval from the auditors that it is an appropriate expenditure. Commissioner Wechtel agreed. Human Resources Director Brooke Ledford noted that the comp time wouldn't be taken down to \$0, but that it would only be taking that spreadsheet to zero. The Board voted unanimously to approve.

Health Director Tammy Cody discussed information regarding epidemics, infectious disease, and vaccinations as well as the history of public health services. She also discussed the current number of COVID-19 cases, hospitalizations, and deaths from COVID-19 and presented a power point presentation regarding COVID-19 as well as answered questions from Board members.

Item 9i: Personnel, Item 9j: Attorney-Client Privilege

Motion was provided by Commissioner Gentry and second by Commissioner Garrison to enter into closed session for personnel, attorney-client privilege, and legal updates pursuant to NCGS 143-318.11 (a) (3) and NCGS 143-318.11 (a) (6) with counsel provided by County Attorney Laws who noted that the attorney-client privilege would be to discuss Madison County vs. Tai-Fried and Madison County vs. Cardinal Insurance et al., the Board voted unanimously in favor at 10:06 p.m.

Upon motion by Commissioner Gentry and second by Vice-Chairman Snelson, the Board voted unanimously to return to open session at 11:00 p.m.

On behalf of the Transportation Department, Human Resources Director Brooke Ledford requested the hire of Dennis McMahan as a Part-Time Transportation Driver. Upon motion by Commissioner Wechtel and second by Commissioner Gentry, the Board voted unanimously to approve.

On behalf of the 911 Department, Human Resources Director Brooke Ledford requested the hire of Kalah Wathen and Jaycee Huffman as Telecommunicators. Upon motion by Vice-Chairman Goforth and second by Chairman Snelson, the Board voted unanimously to approve.

On behalf of the Maintenance Department, Human Resources Director Brooke Ledford requested the hire of Karen Moss as a Full Time Facility Worker II. Upon motion by Commissioner Gentry and second by Commissioner Wechtel, the Board voted unanimously to approve.

On behalf of the Maintenance Department, Human Resources Director Brooke Ledford requested the hire of Eli Gosnell as a Temporary Maintenance Worker. Upon motion by Commissioner Wechtel and second by Commissioner Gentry, the Board voted unanimously to approve.

Agenda Item 10: Adjournment

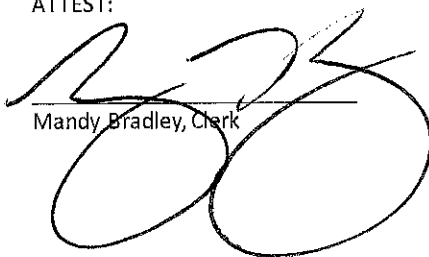
At 11:04 p.m., upon motion by Commissioner Gentry and second by Commissioner Garrison, the Board voted unanimously to adjourn to meet three weeks from tonight probably at the Library.

This the 3rd day of August, 2021.

MADISON COUNTY


Mark Snelson, Chairman
Board of Commissioners

ATTEST:


Mandy Bradley, Clerk

Madison County Board of Commissioners
Agenda
August 3, 2021

7:00 P.M.

Meeting Called To Order
Pledge of Allegiance
Moment of Silence

1. Agenda Approval
2. Approval of July 13, 2021 (Regular) Minutes
3. Public Comment
4. Kim Bellofatto, Library Director
Hot Springs Library Property
5. Tyler Ross, Soil and Water Conservation Director
Voluntary Agricultural District Ordinance Amendment Consideration
6. Jaime Lunsford, IT Director
 - a. Administration Building Cellular Communication Enhancement
 - b. Courthouse Technology Infrastructure Enhancement
7. Brooke Ledford, Human Resources Director
Alternate Work Schedule Policy Consideration
8. Kary Ledford, Finance Officer
 - a. Budget Amendment #1
 - b. Expense Report
9. Norris Gentry, Commissioner/Interim County Manager
 - a. County Manager's Update
 - b. County Travel Per Diem Rate
 - c. Regional Hazard Mitigation Plan Resolution Consideration
 - d. Big Indie Alpha Location Agreement Consideration
 - e. Enterprise Funds Fees Discussion
 - f. County Owned Surplus Property
 - g. County Board Appointments
 - h. Health Department Update-Tammy Cody
 - i. Personnel
 - j. Attorney-Client Privilege
10. Adjournment



Madison County Commissioners Meeting

Public Comment

August 3, 2021

7:00pm

North Carolina Cooperative Extension-Madison County
Center

3 Minute Time Limit

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

Name

Signature

1. CLINT COGIBURN
2. Robert Steinglass
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.




EDWARDS EQUIP.CO.,INC

PO BOX 669
156 CHURCH STREET
Asheville, NC 28802

DATE	ESTIMATE NO.
4/16/2021	2346

NAME/ADDRESS
Madison County Courthouse 2 N Main St Marshall, NC 28753 Jamie Lunsford 828-206-1337

	P.O. No.	Terms	PROJECT
			5 Door Access Control
DESCRIPTION	QTY	COST	TOTAL
<p>NOTE: This proposal is good for a period of 30 days. This is the most capable and versatile system that the controlled access market has to offer in the door access area. You will have full accountability of what card has what rights and when they have those rights. You will also fully have the ability to look back in a log on your computer to see what card was used, when it was used, and on what door. This is a very complex, but easy to use system. All user functions can be performed on the main computer that will reside in the clubhouse. We recommend this be a laptop (I can explain this when needed).</p> <p>Thank you for your interest in our company and the services that we offer. If you have any questions, please feel free to call me any time.</p> <p>Thank You,</p> <p>Brad Edwards Cell 828-242-2350</p> <p>Sign: _____</p> <p>Date: _____</p> <p>STATE SALES TAX</p>		7.00%	979.20
All Permit Fees, LAN and 110V Requirements, and Cost of COI, if Required, are Customer Responsibility			Total \$14,967.70

Phone #	Fax #	E-mail
828-252-8588	828-252-0315	EECECR@BellSouth.net

Alternative Work Schedule Policy and Procedure

Madison County Government recognizes that some of its employees may seek ways to achieve better work/life integration, reduce commuting costs or address other issues that affect their ability to work onsite at Madison County Government facilities or to work traditional work schedules. As such, Department Heads have the ability to utilize flexible work arrangements, when appropriate, to meet departmental needs while at the same time providing enhanced flexibility to employees.

Flexible work schedules are an assignment that Madison County Government may choose to make available to some employees when a mutually beneficial situation exists.

Departments are strongly encouraged to be open to alternative work arrangements with the understanding that this flexibility must be accompanied by appropriate employee accountability measures and be compatible with the operation and staffing needs of the work unit. Managers are expected to make sound judgments that balance the needs of the individual employee with the needs of the department and grant flexible work arrangements equitably for similarly situated individuals within a particular department.

Specifically, managers and employees alike must be mindful of the special accountabilities that apply to Madison County Government as a public employer. Additionally, not every Madison County Government position lends itself to flexible work arrangements, nor may every proposed arrangement be accommodated.

Policy

This policy sets out three types of flexible work arrangements available at Madison County Government: (1) temporary changes in work hours; (2) flexible work schedules; and, (3) flexible work locations ("teleworking" or "telework"). Below is a description of the expectations and obligations associated with each of these flexible work arrangements.

1. Temporary Change in Work Hours

Employees may request and Department Heads may grant with approval from the County Manager, a change in an employee's regular work schedule that is not permanent or ongoing in order to adjust for an unplanned, short-notice, or sporadic event. This change may include modifying normal work start and end times or allowing work missed on one day to be made up on another. The flexibility helps the employee to avoid taking leave or other paid time that would otherwise have to be accounted for in a given week. Department Heads, with approval from the County Manager, have the discretion to grant changes in work hours as long as the operational needs of the department are satisfied and to discontinue such arrangements when deemed necessary.

2. Flexible Work Schedules

Flexible work schedules are adjustments to the employee's reporting or departure times on a regular or recurring basis to respond to the work/life needs of an employee. When considering a flexible schedule, at least 50 percent of the revised schedules should occur during 'typical'

work hours for the institution (8 a.m. to 5 p.m. daily). The revised schedule must continue to support the operational needs of the department and allow for appropriate oversight of the employee’s work assignments. Department Heads may approve flexible work schedules with the approval of the County Manager. Flexible work schedules may be revoked at any time; however, Department Heads will provide reasonable advance notice to the employee, to permit the employee to make alternate arrangements. There are two Flexible Work Schedule options:

- a) **4/10 Work Schedule-** A 4/10 work schedule consists of four, ten hour days. This schedule allows employees to work 80 hours over eight days.
- b) **9/80 Work Schedule-** A 9/80 work schedule consists of a total of eight nine-hour days, one eight-hour day, and one day off spread over a two-workweek period. This schedule allows employees to work 80 hours over nine days.

Sample Schedule:

Week One							
	Sunday	Monday	Tuesday	Wednesd ay	Thursday	Friday	Saturday
Normal Schedule	Off	8:30 AM- 4:30 PM	8:30 AM- 4:30 PM	8:30 AM- 4:30 PM	8:30 AM- 4:30 PM	8:30 AM- 4:30 PM	Off
9/80 Schedule	Off	8 AM- 5:30 PM	8 AM- 5:30 PM	8 AM- 5:30 PM	8 AM- 5:30 PM	8 AM – 4:30 PM	Off
4/10 Schedule	Off	Off	7 AM- 5:30 PM	7 AM- 5:30 PM	7 AM- 5:30 PM	7 AM- 5:30 PM	Off

Week Two							
	Sunday	Monday	Tuesday	Wednesd ay	Thursday	Friday	Saturday
Normal Schedule	Off	8:30 AM- 4:30 PM	8:30 AM- 4:30 PM	8:30 AM- 4:30 PM	8:30 AM- 4:30 PM	8:30 AM- 4:30 PM	Off
9/80 Schedule	Off	8 AM- 5:30 PM	8 AM- 5:30 PM	8 AM- 5:30 PM	8 AM- 5:30 PM	Off	Off
4/10 Schedule	Off	Off	7 AM- 5:30 PM	7 AM- 5:30 PM	7 AM- 5:30 PM	7 AM- 5:30 PM	Off

3. Flexible Work Locations (“Teleworking” or “Telework”)

Madison County Government may permit an employee to work at an alternate work location if the arrangement is mutually beneficial. This can occur on a short-term or long-term basis. Madison County Government and the employee shall mutually agree upon teleworking arrangements; however, based on business needs, Madison County Government may deny requests for Teleworking arrangements. Once a department determines that a teleworking arrangement would be beneficial in improving general work efficiencies, a written request must be forwarded to the County Manager for review and approval.

This request will include the responsibilities of Madison County Government and the employee. A teleworking assignment must comply with the policy provisions below.

- A. Compensation and Benefits- An employee's compensation and benefits will not change when they telework.
- B. Safety and Ergonomics- The employee is responsible for maintaining the telework site in a manner free from health or safety hazards and for notifying their supervisor immediately of any unsafe conditions in the designated workplace and of any work-related injuries. The employee is also responsible for ensuring that all furniture is ergonomically correct and that proper lighting and ventilation are provided. Madison County Government is not required to physically inspect the telework site.
- C. Workers' Compensation- The employee will be covered by worker' compensation for job-related injuries that occur in the course and scope of employment while teleworking.
- D. Materials and Equipment- Based on the type of work to be performed, Madison County Government may provide computer hardware and software, email, voice mail, connectivity to Madison County server resources (if and when available), and other applicable equipment as deemed necessary by the employee's Department Head. Madison County Government assumes no responsibility for the employee's personal property.
- E. The employee will provide internet access. This access must be via DSL, Cable Modem, or an equivalent bandwidth network. Teleworking computer equipment must have current malware/antivirus protection and operating system patches as provided by the Madison County Government IT Department. The employee must assure that:
 - The employee's home wireless network is secured with a password.
 - The employee is using password-protected profile on the teleworking computer to prevent unauthorized individuals (e.g., family member, friends) from accessing Madison County Government information.
 - When working with sensitive Madison County Government Information, data files are stored only on approved cloud storage or Madison County Government network drives.
- F. Restricted-Access materials- The employee's supervisor must grant permission for the employee to work on restricted- access materials at alternate work locations. Restricted access materials must not be compromised in any way and the employee must take all precautions necessary to secure these materials. The employee agrees to protect Madison County Government owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, or disclosure. The precautions described in this agreement apply regardless of the storage media on which information is maintained, the locations where the information is stored, the systems used to process the information, or the process by which the information is stored.
- G. Work Hours- The total number of hours that the employee is expected to work will not change, whether they are worked at the central workplace or the alternate work location. This does not, however, restrict the use of alternative work schedules. During their designated work hours, Teleworkers will apply themselves to their work and not engage in

activities that are not work-related. Teleworkers shall not engage in overtime work unless prior approval from the Department Head has been received.

- H. Condition of Employment- The policies and procedures that normally apply to the central workplace will remain the same for teleworking employees. This shall include, but not be limited to, performance management. Teleworking assignments do not change the conditions of employment or required compliance with policies and rules and performance expectations. Violations of Madison County Government policies and procedures may result in termination of the teleworking agreement and teleworking privilege and may also result in disciplinary action, up to and including termination.

Madison County Government may terminate the teleworking agreement at its discretion. Denial of or termination of a teleworking assignment is not grievable.

Scope and Applicability:

All full-time and part-time permanent employees are eligible to participate in this program. Offering flexible work arrangements is a management option and is not a universal employee benefit. Some positions have responsibilities or functions that do not lend themselves to flexible work arrangement options; therefore such arrangements are not an option for all employees. Flexible work arrangements are voluntary for the employee and at the discretion of the Department Head and County Manager.

Employees who wish to participate in flexible work arrangements must complete the Flexible Work arrangements form and submit it to their Department Head for approval. The Department Head will need to seek approval from the County Manager before approving the request.

**Madison County
Board of Commissioners**

**Budget Amendment #1
August 3, 2021**

Description	Line Item	Debit	Credit
Clerk of Court			
Furniture	10.4160.5120	\$ 10,098.40	
Attached quote for information			
Health Department			
DHT MOUD Grant	10.5110.7031	\$ 120,000.00	
DHT MOUD Grant	10.3513.7031		\$ 120,000.00
Dogwood Grant for Opioid Use treatment program			
Library			
Rotary Grant	10.3611.5710		\$ 745.00
Rotary Grant	10.6110.5710	\$ 745.00	
LSTA Grant	10.3611.4660		\$ 16,645.00
LSTA Grant	10.6110.5705	\$ 16,645.00	
Emergency Management			
HazMat Response	10.4330.5000	\$228.25	
HazMat Response	10.3418.4110		\$ 439.80
To record for HazMat Cleanup costs and reimbursement to Hot Springs Fire Department			
Board of Elections			
Salaries	10.4170.1210		\$ 8,732.20
Salaries Temp	10.4170.1260	\$ 8,732.20	
To provide sufficient funding for temporary staff			
IT Department			
Cyber Insurance	10.4931.4550	\$ 8,000.00	
Hardware	10.4931.4100	\$ 8,000.00	
Insurance increase per July BOCC meeting. Upgrade to cell service at Admin Bldg cell			
Maintenance			
Courthouse Expenses	10.4261.4200	\$ 35,939.15	
Courthouse Security System			

Custodial

Telephone 10.4260.3210 \$ 612.00

This was not included in submitted budget

Sales Tax

1/4 cent sales tax 10.3232.3115 \$43,563.31

Education/Schools

1/4 cent sales tax 10.5911.7200 \$43,563.31

Contingency

10.7000.0000 \$ 62,438.00

\$ 252,563.31 \$252,563.31

The following claims have been submitted to and paid by Madison County Finance for the month of July, 2021.

Attachment 8.2

18 N MAIN	262.50
3SI SECURITY SYSTEMS INC	133.00
A-B TECHNICAL COMMUNITY COLLEGE	9,542.00
ABLE SEPTIC TANK SERVICE	600.00
AIRGAS SAFETY INC	49.60
ANGELA ALLISON	15.30
AMAZON.COM	649.97
AMERICAN ASSOCIATION OF NOTARIES	34.84
STAR LANES	557.04
TIM AMMONS	8.84
ANCHOR QEA OF NC	1,366.41
APPALACHIAN ANIMAL HOSPITAL	519.42
APPALACHIAN IRONWORKS, LLC	1,798.90
APPALACHIAN PROTECTIVE SERVICES	285.00
ARA HEALTH SPECIALISTS	43.00
ASHEVILLE BOLT AND SCREW	532.94
ASHEVILLE COMMUNICATIONS	8,523.62
ASHEVILLE RADIOLOGY ASSOCIATES	99.18
ASPCA SPAY NEUTER ALLIANCE	45.02
ATLANTIC MEDICAL SOLUTIONS	1,112.24
B FIRE SAFE INC.	149.80
BAKER & TAYLOR BOOKS-550404	2,566.79
DAVID BRIAN BALL	350.00
BAPTIST CHILDREN'S HOME OF NC	24,201.17
CHARLES BECKER	83.16
CARRIE BERRY	237.96
DANNIE BLACKWELL	150.00
BLUE RIDGE WELL DRILLING	300.00
BOB BARKER COMPANY INC	1,452.74
BOONDOCKS CAMPER MFG	4,222.00
JACKIE BRADBURN	750.00
BRANDI NICHOLE FAMILY ENRICHMENT (788.86
SHANNON BRAZIL	98.28
BRITT & TILSON	226.37
THEODORE BRUNER	63.40
BRUSH CREEK AUTO	40.67
BRUSH CREEK ELEMENTARY SCHOOL	690.57
TERESA BRYSON	2,400.00
BUCKNER OIL CO.	4,036.51
TIMOTHY BUCKNER	377.27
BY PASS AUTOMOTIVE	486.59
CARDINAL HEALTH	2,413.33
CAROLINA SOFTWARE INC	535.00
CAROLINA TRACTOR	2,023.41
KRYSTAL CARPENTER	667.00
RICKIE CARVER	216.00
CELLEBRITE INC.	4,300.00
CENTER COMMUNITY CENTER	150.00
CHAMPION SUPPLY	1,062.90
JEREMY CHANDLER	523.55
MARY CHANDLER	30.60
CHANGE HEALTHCARE	102.84
CHARTER COMMUNICATIONS	1,999.00
CHILDREN'S HOME SOCIETY OF NC, INC	4,516.00
CLAYTON HOMES	200.00
CNA SURETY	1,450.00
J.C. COATES	187.65
CONSTRUCTION AND LANDSCAPE SERV	205.42
COVETRUS	386.07
CUREMD	698.00
CUSTOM DATA PROCESSING	2,144.03
BETTY DEITZ	78.12

DEMCO, INC.	101.77
WAYNE DENTON	100.00
DHHS - CONTROLLER'S OFFICE	33.04
DISH NETWORK	84.91
DIVISION OF WASTE MANAGEMENT	8,313.00
DODSON PEST CONTROL	70.00
DUKE ENERGY PROGRESS	467.93
EASTERN DATA	2,214.88
JO ANN EDWARDS	0.00
VIRGINIA EDWARDS	61.21
ELECTION SYSTEMS & SOFTWARE, INC.	5,671.00
ELITE ERGONOMICS LLC	3,778.78
EMPLOYEE ASSISTANCE NETWORK, INC	4,580.00
EPIPHANY COMMUNITY SERVICES INC	2,125.00
FAMILY PRESERVATION SERVICES	634.00
FAMILY RESOURCES OF RUTHERFORD C	13,469.00
FERGUSON ENTERPRISES #1271	6,706.61
FIFTH ELEMENT FIRE PROTECTION	1,299.00
FINLEY GRADING	350.00
FIRST CITIZENS BANK	100.00
MICHAEL FORCIER	9.58
FORESTRY SUPPLIERS, INC.	295.87
LINDA FOWLER	3,500.00
LINDA FRANKLIN	20.25
LYVONNA FRANKLIN	19.62
PATRICIA FRANKLIN	35.00
FRENCH BROAD EMC	20,291.98
FRIENDS OF HOT SPRINGS LIBRARY	900.00
FRONTIER	3,521.08
G&B ENERGY	1,197.16
GALLS INCORPORATED	421.24
MICHAEL GARRISON	630.09
GENERAL EQUIPMENT RENTAL, LLC.	882.67
NORRIS GENTRY	466.57
GFL ENVIRONMENTAL	23,621.70
CRAIG GOFORTH	435.00
SUSAN GOLDENRAY	30.80
GRAPHIC DESIGNS INTERNATIONAL	563.29
JAKE GREEAR	100.00
STEVE GREENE	46.11
GREENVILLE NEWS/ CITIZEN-TIMES	910.54
GRIFFIN WASTE SERVICES	1,182.36
BRITTANY HAMLIN	136.66
HARRIS	23,982.39
TIMOTHY HART	43.15
HAYNES ELECTRIC CONSTRUCTION COM	706.20
HAYNES TECHNOLOGIES	10,993.00
HAYNIE TOWING & ROAD	1,728.56
HEADRICK OUTDOOR MEDIA	695.00
HEMOGUE, INC.	185.85
HENRY SCHEIN INC	2,761.98
JOHNNY HENSLEY	28.62
HEATHER HOLDREDGE	37.80
STACE HORINE	1,696.67
HOT SPRINGS ELEMENTARY SCHOOL	890.57
HOT SPRINGS HEALTH PROGRAM	2,300.00
SHAWN HOWELL	52.08
MEGAN HUNTER	475.00
IMAGE DENTAL ARTS, INC	3,674.76
INDUSTRIAL CHEM LABS	464.47
INFORMATION, INC	3,606.96
INGLES STORES #28	651.16
INSURANCE SERVICES OF ASHEVILLE IN	3,080.00
ISGETT DISTRIBUTORS, INC	494.35
J D GOSNELL TRUCKING	29,740.70
KATHY JOHNSON	36.90
KEN WILSON FORD	139.00
LABORATORY CORP.OF AMERICA	61.70

LAND OF SKY REGIONAL COUNCIL	9,258.50
CATHERINE LARSEN	3.12
LAUREL COMMUNITY CENTER ORGANIZ	375.00
LAUREL VOLUNTEER FIRE DEPT	125.00
LEADSONLINE	2,128.00
LEAF	2,647.94
JORDAN LEDFORD	1,290.00
RAY LEWIS	350.00
LEXIS NEXIS	358.00
LIGHTHOUSE FIRE ALARM SERVICES	2,783.08
EMILY LOVE	538.44
LOWELL MERRILL	4,200.00
LOWES BUSINESS ACCOUNT	759.60
LUTHERAN FAMILY SERVICES	507.20
MADISON AUTO CARE	65.40
MADISON CO TAX COLLECTOR	175.00
DENTAL CLINIC	115.00
MADISON COUNTY SHERIFF'S DEPARTM	80.00
MADISON EARLY COLLEGE	690.57
MADISON HIGH	690.57
MADISON MEDICS	141,250.00
MADISON MIDDLE SCHOOL	690.57
MICHAEL C. MANEY	310.50
MANHATTANLIFE ASSURANCE COMPANY	749.75
MARS HILL BAPTIST CHURCH	50.00
MARS HILL EARLY CHILDHOOD EDUCATI	230.19
MARS HILL ELEMENTARY SCHOOL	690.57
MARSH PROPANE	594.55
MARSHALL EARLY CHILDHOOD EDUCATI	230.19
TOWN OF MARSHALL	4,651.87
LIAM MATHESON	634.00
MCGILL ASSOCIATES, P.A.	3,800.00
MCKESSON MEDICAL-SURGICAL	662.29
TERRY MCLENDON	191.83
IRENE METCALF	372.60
JEREMY METCALF	255.00
MIDWEST TAPE	42.51
STEVE MILLER	29.12
MIRACLE HOUSES, INC	2,580.00
MISSION IMAGING SERVICES LLC	66.80
MOOD MEDIA	191.15
JEFFREY HOWARD MOORE	209.72
MOUNTAIN VALLEY SPRING WATER	129.30
MRG DENTAL	184.00
MWS	500.00
N.C. DEPARTMENT OF ADMINISTRATION	600.00
NATIONAL EQUIPMENT DEALERS, LLC	2,339.20
NC DHHS OFFICE OF THE CONTROLLER	100.00
NC A&T STATE UNIVERSITY	7,001.26
NC CHILD SUPPORT	627.68
NC DEPARTMENT OF ADMINISTRATION	107.78
NC DEPT OF AGRICULTRE & CONSUMER	3,117.00
NC DEPT OF PUBLIC SAFETY	787.74
NC DEPT OF REVENUE	28,275.91
NC DMV	18.00
NC LICENSING BOARD	315.00
NC PUBLIC HEALTH ASSOCIATION	500.00
NC RADIATION PROTECTION SECTION	489.00
NC SHERIFF'S ASSOCIATION	474.03
NCACBSS	300.00
NCACC/NCCL	47,455.00
NCACDSS	693.00
NCASRO	275.00
NCEMA	100.00
NORTH CAROLINA FOREST SERVICES	13,009.69
NORTON TIRE	1,580.00
NTA INC	125.00
O A GREGORY INC	1,950.00

OFFICE DEPOT	1,512.68
LINDA OSBORNE	13.60
OTIS ELEVATOR COMPANY	372.90
REBECCA PARKER	56.80
PATHOLOGISTS MEDICAL LAB	120.00
PCARD-FIRST CITIZENS	6,747.48
PENLAND & SONS DEPT. STORE	213.98
PISGAH AVL	300.00
PITNEY BOWES	749.55
DEBBIE PONDER	35.00
GARY PROFFITT	61.94
PROJECT CHALLENGE NC, INC.	3,117.00
PURCHASE POWER	32.96
QUILL CORPORATION	467.35
MARTHA RAMSEY	400.00
RAPHA4KIDZ	581.00
RANDY RATCLIFF	94.66
RATHBURN FOOD EQUIPMENT	188.21
READ'S UNIFORMS, INC	295.87
JEFFREY REECER	30.93
REGISTER OF DEEDS' SUPPLEMENTAL F	251.54
REPUBLIC SERVICES	501.26
DIANNA RICE	217.35
RICK'S AUTO PARTS INC.	298.27
ROBERT ADAMS, DDS	800.00
ROBERTS & STEVENS	2,070.00
HAZEL ROBERTS	13.06
KARRIE ROBERTS	22.85
TIFFANY ROBERTS	18.40
ASHLEY ROBINSON-MCCALL	320.00
LEVI ROULLARD	90.00
SAM'S CLUB DIRECT	708.47
J.B. SAMS	27.90
GANDY BOTTOM TRAIL RIDES	1,800.00
DELILAH SELF	125.00
SERVICE COMMANDER SOFTWARE, INC	2,782.00
SHADY SIDE FLORIST	88.40
SHARE CORPORATION	2,472.97
HEATHER SHARP	72.80
KATHY SHELTON	660.00
SHRED IT	183.12
SISTERS OF MERCY HEALTH DESIGNS	154.00
DYATT F SMATHERS	375.00
MARK SNELSON	686.00
DEIDRE SOILEAU	232.47
SANDRA STANLEY	237.36
STATE LIBRARY OF NORTH CAROLINA	3,819.57
EDWARD STAVISH	61.60
STEAM WARRIORS	455.00
STEPS FOR SUCCESS	2,580.00
ALLEN STINES	302.40
STITCH AMERICA, INC	119.51
TERRI STRICKLAND	70.20
SURRY INSURANCE	109,125.00
TELELANGUAGE	394.25
TERMINIX SERVICE	370.00
THE AMERICAN LEGION	1,440.00
THE BAIR FOUNDATION	338.13
THE CENTER FOR RURAL HEALTH INNOV	13,450.00
THE HARDWARE AT MARS HILL	106.41
THE LAW FIRM OF JAMIE STOKES	10,827.65
THE NEWS RECORD AND SENTINEL	37.41
THOMPSON FC	1,365.47
TIMBER RIDGE TREATMENT CENTER	296.87
SANDRA TOLLEY	350.00
TP HOWARDS PLUMBING	431.17
TRACTOR SUPPLY CO	303.92
TRANSYLVANIA COUNTY LIBRARY	10.00

BLUE MOUNTAIN STORAGE	600.00
TSA CHOICE	3,757.84
TURNING POINT FAMILY	634.00
U.S. BANK VOYAGER FLEET SYSTEMS IN	12,417.34
U.S. CELLULAR	479.26
U.S. TIRE RECYCLING, L.P.	1,485.86
UNC SCHOOL OF GOVERNMENT	3,067.00
UNIFIRST CORPORATION	1,071.74
UNITED RENTALS EXCHANGE, LLC	3,350.17
UNITED STATES POSTAL SERVICE	110.20
UNITED STATES TREASURY	617.00
UPS	47.72
US FOODS	16,431.24
VALUE PRINT OF MARS HILL	473.47
VERIZON	993.12
VERIZON BUSINESS	61.20
WAGON WHEEL RESTAURANT	16,274.00
CHRISTA ANN WALLIN	35.00
JERRY WALLIN	375.00
WALMART COMMUNITY	153.43
WALNUT SERVICE CENTER	2,199.27
WASTE PRO -ASHEVILLE	122.17
MATTHEW WECHTEL	400.00
DONNA WHEELER	250.32
BRITTANY WHITSON	23.86
SHEILA WHITTINGTON	32.40
KATHY WHORLEY	150.00
HAZEL WILLIS	5,100.00
BOBBY LEE WILSON	38.19
WOLFE & ASSOCIATES	20.10
AUSTIN WYATT	900.00
JAMES YAMADA	110.00
Grand Total:	834,489.47

Presented to the Madison County Board of Commissioners.

Kary Ledford
Deputy Finance Officer

New Travel Reimbursement Rates

Attachment 9.2

Kary Ledford <kledford@madisoncountync.gov>

Thu 8/5/2021 3:30 PM

To: Managers <managers@madisoncountync.gov>

Cc: Terri Strickland <tstrickland@madisoncountync.gov>; Kathy Proffitt <kproffitt@madisoncountync.gov>; Johnnie Somerville <jsomerville@madisoncountync.gov>; Rebecca Shook <rshook@madisoncountync.gov>

Hello all!

At Tuesday's Board of Commissioner meeting, the Board voted to increase the rate for travel. Beginning August 4, 2021 please use the following rates:

Travel reimbursement will be .56 per mile.

Breakfast : \$9.00

Lunch: \$11.80

Dinner: \$20.50

Lodging per night: \$78.00

If you have any question, please let me know.

Kary Ledford
Madison County Finance Officer
828-649-2854 ext. 4

Under the NC Public Records Law (GS 115D-78), email messages and attachments that are sent to or received by this account may be considered public records subject to third-party review depending upon the subject matter of the message. Messages, portions of messages, and attachments regarding a particular student or employee are considered confidential under NC privacy laws and federal law. All emails are subject to review by Madison County Government.

**RESOLUTION TO ADOPT THE
BUNCOMBE MADISON REGIONAL HAZARD MITIGATION PLAN**

WHEREAS, Madison County is vulnerable to an array of hazards that can cause loss of life and damages to public and private property; and

WHEREAS, the Madison County desires to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a hazard mitigation plan can result in actions that reduce the long-term risk to life and property from natural hazards; and

WHEREAS, it is the intent of the Madison County Board of Commissioners to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is also the intent of the Madison County Board of Commissioners to fulfill its obligation under North Carolina General Statutes, Chapter 166A: North Carolina Emergency Management Act and Section 322: Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the event of a declared disaster affecting the Madison County; and

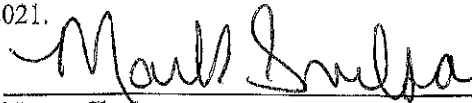
WHEREAS, Madison County, in coordination with Buncombe County and the participating municipalities within those Counties has prepared a multi-jurisdictional hazard mitigation plan with input from the appropriate local and state officials;

WHEREAS, the North Carolina Emergency Management and the Federal Emergency Management Agency have reviewed the Buncombe Madison Regional Hazard Mitigation Plan for legislative compliance and has approved the plan pending the completion of local adoption procedures;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Madison County hereby:

1. Adopts the Buncombe Madison Regional Hazard Mitigation Plan; and
2. Agrees to take such other official action as may be reasonably necessary to carry out the proposed actions of the Plan.

Adopted on August 3, 2021.



Name, Chair
Madison County, Mark Snelson

Attest:



Name, Clerk
Madison County, Mandy Bradley

Certified by:  (SEAL)

Date: August 03, 2021

LOCATION AGREEMENTDate: August 3, 2021Production Company ("Producer"): BIG INDIE ALPHA, INC.Premises Owner ("Owner"): Madison County GovernmentOwner Address: Po Box 579, Marshall NC 28753Owner Telephone/Other Contact Information: 828-649-2854Program ("Program"): "DOON BUG"

This Location Agreement ("Agreement") is entered into by Producer (and its successors, assignees, licensees, employees, agents, independent contractors and suppliers, all of whom are included collectively in the term "Producer") and Owner in connection with the Premises (as defined below). The terms and conditions follow:

- ACCESS AND USE.** Owner hereby grants Producer permission to enter upon, photograph, record and use the Premises (either accurately, simulated, in combination with other sets and/or locations and/or otherwise) for the periods set forth below, and to bring all necessary personnel, equipment, vehicles and temporary sets onto the Premises, for the purpose of making still and motion pictures and sound recordings of, on and/or about the Premises. Further, Owner grants permission to replicate said Premises (if applicable) by constructing a set at a separate location, duplicating all or any part of the Premises for the purpose of completing Producer's scheduled work, or for filming retakes, added scenes, advertisements or promotion, refer to the Premises or any part thereof by any fictitious name, and to attribute any fictitious events as occurring on the Premises.
- PREMISES.** This Agreement relates to the real property (herein referred to as "Premises"), located at 145 Blannhasselt Island, Marshall NC 28753, including, without limitation, all interior and exterior areas, buildings and other structures of the Premises, personal property, displays, and signs located in, on and/or about the Premises, and any intellectual property, including, without limitation, any artwork, sculptures, and other copyrightable materials, name, logo, trademark, service mark and/or slogan, as depicted in, on, and/or about the Premises and other identifying features thereof.
- DATES AND LOCATION FEE.** The Premises shall be available for use by Producer commencing approximately 9.1.21, and continuing until approximately 11.1.21, (subject to change due to any cause or reason beyond the control of Producer), inclusive ("Term") the exact dates to depend on weather and shooting schedule. If Producer requires use of the Premises prior or subsequent to the Term for added scenes and retakes, then Producer may so use the Premises at the same rate set forth below, if any. Producer may, at any time prior to twenty four (24) hours before commencement of a Production Period (as defined below), elect not to use the Premises by giving Owner notice of such election, in which case neither party shall have any further obligation to the other. As consideration in full for the use of the Premises, Producer agrees to pay Owner in accordance with the following fees for the days which Producer actually uses the Premises (each a "Production Period"), such sum to be payable prior to commencement of each Production Period during the Term and broken down as follows:

Prep Day(s) at	\$ _____
Shoot Day(s) at	\$ _____
Hold Day(s) at	\$ _____
Strike Day(s) at	\$ _____

\$ 2,500.⁰⁰ / week

- EQUIPMENT REMOVAL AND INSURANCE.** Producer agrees to remove all equipment and temporary sets after completion of its use of the Premises and to leave the Premises in the same condition as when entered upon by Producer, permitted use, force majeure, and reasonable wear and tear excepted. Signs on the Premises may be removed or changed, but if removed or changed such signs shall be returned materially back to their

LOCATION AGREEMENT

upon by Producer, permitted use, force majeure, and reasonable wear and tear excepted. Signs on the Premises may be removed or changed, but if removed or changed such signs shall be returned materially back to their original placement or condition. Producer will use reasonable care to prevent damage to the Premises. Producer agrees to maintain General Liability, Automobile Liability and Third Party Property Damage Liability insurance covering the use of the Premises by Producer with policy limits of not less than \$1,000,000. Owner agrees to maintain liability and property damage insurance covering the Premises in customary and adequate levels. Owner hereby waives, on behalf of Owner and Owner's insurance carrier, all rights of subrogation with respect to any claim or claims which may arise under any and all policies of insurance now or during the term hereof in effect insuring any property of Owner situated in or upon said Premises.

5. FORCE MAJEURE. If because of illness of actors, director or other essential artists and crew, weather conditions, defective film or equipment or any other occurrence beyond Producer's control, Producer is unable to start work on the date designated above and/or work in progress is interrupted during use of the Premises by Producer, then Producer shall have the right to use the Premises at a later date to be mutually agreed upon and/or to extend the period set forth herein, upon the same terms and conditions as set forth herein.

6. RIGHTS. All rights of every kind and nature whatsoever in and to all still and motion pictures and sound recordings made hereunder in connection with use of the Premises by Producer shall be and remain the sole and exclusive property of Producer, including, without limitation, the perpetual and irrevocable right and license to use and re-use said photography and/or said sound recordings in connection with any television projects and/or other uses as Producer shall elect, in, and in connection with, the advertising, publicizing, exhibition and exploitation thereof, in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. Neither Owner nor any other party now or hereafter claiming an interest in the Premises and/or interest through Owner shall have any right of action against Producer or any other party arising from or based upon any use or exploitation of said photography and/or said sound recordings, whether or not such use is or is claimed to be defamatory, untrue or censorable in nature.

7. REPRESENTATIONS AND WARRANTIES. Owner represents, warrants and agrees that Owner is the sole and exclusive legal owner of the Premises and has the full right, power and authority to grant Producer the rights granted to Producer hereunder; Owner will take no action nor allow or permit or authorize any third party to take any action which might interfere with Producer's full use and quiet enjoyment of the Premises in accordance with the terms hereof; Owner will maintain the Premises in useable condition for all uses by Producer contemplated hereunder; and it is not necessary for Producer to obtain the consent or permission of, or to pay any amounts to, any person, firm or corporation in order to enable Producer to enjoy the full rights to the use of the Premises as described herein. Owner agrees to indemnify and hold Producer harmless from and against any and all claims, demands, liabilities and expenses (including, without limitation, reasonable attorneys' fees and costs) arising from or in connection with any breach of any of Owner's representations, warranties or agreements set forth herein.

8. INDEMNIFICATION. Producer agrees to indemnify and hold Owner harmless from actual costs incurred as a result of a third party claim resulting from any injuries to persons and damages to properties (permitted use, force majeure, and reasonable wear and tear excepted), to the extent such loss is not otherwise covered by any insurance, caused, in whole or in part, by the following: (i) any breach by Producer of this Agreement or (ii) any gross negligent or willful acts by Producer (or Producer's employees or agents) in connection with Producer's activities on the Premises. Owner shall be required to submit in writing to Producer a detailed list of any and all damages of the Premises that Owner alleges Producer caused ("Claim"). Such Claim shall be submitted to Producer within 48 hours after the completion of use of the Premises by Producer (including any additional use). Owner shall then authorize Producer's representatives' entry onto the Premises to inspect and assess the damages pursuant to the Claim. If Producer acknowledges responsibility for said damages, Producer shall be given the opportunity to either correct the damage or make restitution in a timely manner. TO THE

LOCATION AGREEMENT

FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OWNER HEREBY WAIVES ALL CLAIMS AGAINST PRODUCER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

9. NO OBLIGATION TO USE AND CONFIDENTIALITY. Producer is not obligated to use the Premises or to include any of said photography and/or said sound recordings in any television project. Owner may not terminate or rescind the permission granted to Producer hereunder to use and photograph the Premises. In the event of any claim by Owner against Producer, whether or not material, Owner shall be limited to Owner's remedy at law for monetary damages, if any, and Owner shall not be entitled to enjoin, restrain or interfere with use of the Premises as provided in this Agreement or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Producer's rights hereunder. Owner hereby agrees that the terms and conditions relating to this agreement and the existence of this agreement shall be strictly confidential ("**Confidential Information**"). Owner may use Confidential Information only in pursuance of its business relationship with Producer. Except as provided in this Agreement, Owner will not disclose Confidential Information to any third party without Producer's prior written consent. Owner agrees not to disclose or discuss with any third party any of the activities contemplated under this Agreement and, in particular, the names, titles, people, entities and/or materials related to any such activities with any other person, firm or corporation. Third parties shall include, without limitation, individuals (including other participants or potential participants on the Series, spouses, significant others, friends, relatives, acquaintances, and strangers), newspapers, periodicals, magazines, publications, television stations, radio stations, publishers, and any other enterprise involved in print or electronic media, including individuals working directly or indirectly for or on behalf of any such entities. For the purposes of clarity, Owner shall not at any time publish, reveal, disseminate, or disclose or cause to be published, revealed, disseminated or disclosed any Confidential Information (directly, indirectly, orally, in writing, or otherwise) to any third party, in any news story, magazine article, blog, online posting/thread comment, or social media post (e.g. Facebook, Instagram, Twitter, Tumblr, Flickr, YouTube, Pinterest, LinkedIn, IMDB, Myspace, and Google+) or other publicity concerning the Program, Producer, or Owner's services thereon, and shall not issue, authorize, confirm or in any way enable the issuance of any press information or Confidential Information or any activities on the set or at the location, and will not authorize Owner's agents, representatives, or employees to do so. Owner will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature. Owner acknowledges that Owner's and/or third parties' use of cameras, recording equipment and all personal photography on or near the Premises while Producer has possession of or is using the Premises as contemplated herein, are strictly prohibited. Any violation by Owner of the provisions of this paragraph shall be deemed to be a breach of this Agreement and Producer shall be entitled to all available remedies under law or in equity.
10. MISCELLANEOUS. This Agreement sets forth the entire agreement of the parties and shall replace and supersede all prior arrangements, either oral or written, as to the subject matter hereof. This Agreement cannot be modified or canceled except by written instrument signed by both parties. This Agreement will be construed and enforced in accordance with the Federal Arbitration Act, applicable federal law, and the law of the State of California, applicable to contracts negotiated, executed, and fully performed within that State, regardless of where negotiation, execution or performance of this Agreement may actually occur. In the event of any controversy or claim arising out of or relating to this agreement (including the scope or applicability of this agreement to arbitrate) or the breach of any term hereof, the parties agree it will be resolved by confidential arbitration conducted in the County of Los Angeles, and administered by JAMS in accordance with its Comprehensive Rules and Procedures, including the Optional Appeal Procedure. The arbitration will be held before a single neutral arbitrator; any appellate panel will consist of three neutral members. For any claim submitted to arbitration, the burden of proof will be as it would be if the claim were litigated in a judicial proceeding and the decision will be based on the application of California law. Upon conclusion of any arbitration proceedings hereunder, the arbitrator will render findings of fact and conclusions of law and a written opinion setting forth the basis and reasons for any decision he or she has reached. Any judgment upon the award

LOCATION AGREEMENT

rendered by the arbitrator may be entered in any state or federal court in the County of Los Angeles having jurisdiction of the matter thereof. The arbitrator will have the authority to grant any other equitable and legal remedies that would be available in any judicial proceeding instituted to resolve a disputed matter, but will not have the authority to grant any remedies the parties have waived (including, without limitation, any waiver of punitive or exemplary damages contained in this Agreement). The parties agree to submit to the in personam jurisdiction of the Superior Court of the State of California for the County of Los Angeles and the United States District Court for the Central District of California for purposes of confirming any such award and entering judgment thereon. Each party will be responsible for their own attorney's fees and costs. To the extent permitted by law, the prevailing party will not be entitled to any award of attorney's fees or costs from the other party. This paragraph will survive any expiration or termination of this Agreement. Owner acknowledges that it has not entered into this Agreement in reliance upon any representation (written or oral, express or implied) of Producer not contained herein. Owner agrees that Producer may assign this Agreement and its rights hereunder to any third party. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors, licensees and assignees. Faxed or any electronic signatures hereon shall be deemed originals for all purposes.

11. SUBSEQUENT DATES AND LOCATION FEES. Owner agrees to make the Premises available for use by Producer, and the Term will be extended therefore, on the same terms as set forth herein, in connection with additional episodes of the Program for the current production year and for each subsequent production year of the Program, except that the fees set forth in Section 3 for each subsequent production year of the Program will be increased by 3% cumulatively. The exact dates and times for any subsequent dates will be determined by the parties in good faith, provided that Owner will use best efforts to make the Premises available in accordance with Producer's production schedule for the Program.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date listed above,

ACCEPTED AND AGREED:

("Owner")

Signature: _____

Name: _____

Title: _____

Mark Snelson
Mark Snelson
Chairman, Board of Commissioners

BIG INDIE ALPHA, INC.

("Producer")

Signature: _____

Name: _____

Title: _____

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

CONTRACTOR: Big Indre Alpha, Inc.
COUNTY DEPARTMENT: County Administration
SUBJECT OF CONTRACT: Location Agreement
DATE/TERM OF CONTRACT: September 1, 2021

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

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

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

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

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

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

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

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

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

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

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

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

For the CONTRACTOR: _____

Title: _____

For MADISON COUNTY Mark Soubisa

Title: Chairman, BOC

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

By: Kary Leaford
Madison County Finance Officer

**RESOLUTION AUTHORIZING EXECUTION OF
A LEASE OF LESS THAN ONE-YEAR BETWEEN MADISON COUNTY
AND BIG INDIE ALPHA, INC. FOR COUNTY OWNED PROPERTY
LOCATED AT 145 BLANNAHASSETT ISLAND, MARSHALL, NC**

WHEREAS, Madison County owns property located at 145 Blannahassett Island, Marshall, NC which Big Indie Alpha, Inc. desires to lease for a period of less than one year for the purpose of making still and motion pictures and sound recordings of, on and/or about the premises; and

WHEREAS, N.C.G.S. 160A-272 authorizes a county to lease property for terms of one year or less, without options to renew or extend the lease to be included therein and without a public notice; and

WHEREAS, the County staff reports that the County does not have a need for the property for County purposes during the term of the proposed, nonrenewable lease and recommends that the Board of County Commissioners authorize execution of the lease;

NOW, THEREFORE, BE IT RESOLVED that Madison County authorizes the lease of the property as described in the location agreement attached hereto and authorizes the Interim County Manager to execute it.

Adopted this the 3rd day of August, 2021.



Mark Snelson, Chairman
Madison County Board of Commissioners

ATTEST:



Mandy Bradley, Clerk

Exhibit "A"

RESOLUTION

Of the Madison County Board of County Commissioners Concerning
The Sale of Surplus Property

WHEREAS the Madison County Board of County Commissioners (hereinafter "Board") is the owner of a tract of land located in Madison County, North Carolina, more particularly described in a Deed recorded at Madison County Deed Book 250, Page 632, which has been declared surplus property (hereinafter "Property"); and

WHEREAS subsequent thereto the Board received an offer from Clarity Collins to purchase the Property in consideration of \$30,000.00, and the Board proposes to accept said offer subject to the terms and provisions of NC Gen. Stat. 160A-269; and

WHEREAS the offer has been advertised for upset bids as required by law, said advertisement having been published in a newspaper having general circulation in Madison County, North Carolina as required by the applicable statutes; and

WHEREAS more than ten days has expired since said publication and no upset bids have been made as required by said statute.

NOW THEREFORE be it hereby RESOLVED by the Board as follows (check the appropriate blank):

 1) That the above referenced offer and proposed contract made by Capitola Mill Redevelopment, LLC, be rejected.

 XX 2) That the above referenced offer and proposed contract made by Capitola Mill Redevelopment, LLC be confirmed and accepted and that the Chairman of the Board of County Commissioners execute and deliver a deed to the purchaser pursuant to the terms and provisions of the above-referenced offer by Capitola Mill Redevelopment, LLC, upon receipt of the purchase price set forth in the offer and contract and that the Clerk to this Board certify a copy of this Resolution to be attached to the deed conveying the Property pursuant to the terms and provisions of the proposed offer and contract.

Resolved this 3rd day of August, 2021. Signed this the 10th day of August, 2021.



Chairman
Madison County Board of Commissioners

The News-Record

☞ Serving Madison County since 1901 ☜

AFFIDAVIT OF PUBLICATION

MADISON COUNTY

NORTH CAROLINA

ADVERTISEMENT FOR UPSET BID

PURSUANT TO the terms and provisions of NCGS, Madison County has received an offer to purchase the following: THAT PROPERTY commonly known as being Marshall, NC 28753, containing approximately having a Parcel Identification Number of 9706-74- same property as described at Madison County D 632. The Madison County Board of County Commissioners accept said offer, which said offer has been accepted in full of \$1,500.00 which said deposit has been deposited in the Madison County Treasury. Pursuant to the above referenced statute, the Madison County Board of County Commissioners now publishing notice of said offer.

The real property which is subject to the offer is particularly described herein above.

The amount of the offer made for the purchase is \$30,000.00 cash or certified funds, pursuant to the Agreement for Purchase and Sale of Real Property on file with, and may be obtained from, the Madison County Commissioners for Madison County.

PLEASE TAKE NOTICE that within ten (10) days of publication any person may raise the bid price by 5% of the first \$1,000 and 5% of the remainder of the bid of \$30,000.00. If the bid is raised, the bidder shall deposit with the Madison County Board of County Commissioners 5% of the increased bid and the said Clerk to the Board of the Madison County Board of County Commissioners shall accept the offer at the increased bid amount. This procedure shall continue until no further qualifying upset bids are received by the Madison County Board of County Commissioners. The Madison County Board of County Commissioners shall accept the offer and sell the property to the highest bidder, reject any and all offers including this offer. This the 14th day of July, 2021.

MADISON COUNTY CLERK

July 14, 2021
4810923

Before the undersigned, a Notary Public, duly commissioned, qualified, and authorized by law to administer oaths, personally appeared said legal clerk, who, being first duly sworn, deposes and says: that he/she is the Legal Clerk of The Asheville Citizen-Times, engaged in publication of a newspaper known as The News-Record & Sentinel, published and issued in the Town of Marshall and entered as periodical class mail in the Town of Mars Hall, in Madison County, North Carolina; that he/she is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement, a true copy of which is attached here to, was published in The News Record & Sentinel on the following date(s) 07/14/21. And that the said newspaper in which said notice, paper, document or legal advertisement was published, at the time of each and every publication, a newspaper meeting all of the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina.

Signed this 23rd of September, 2021,



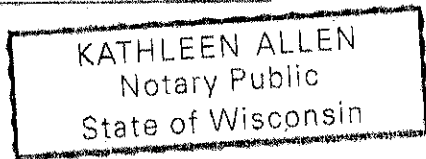
Legal Clerk

Sworn to and subscribed before me this 23rd of September, 2021



Notary Public, State of Wisconsin, County of Brown

My Commission expires

1-7-25

KATHLEEN ALLEN
Notary Public
State of Wisconsin

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