

The Madison County Board of Commissioners met in regular session on Tuesday, July 12, 2022 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 Commissioner Mark Snelson, Commissioner 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 and the Pledge of Allegiance and moment of silence were observed.

Agenda Item 1: Agenda Approval

Chairman Snelson requested the agenda be amended as follows:

- Item 8g-Matt Wechtel

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

Agenda Item 2: Approval of June 6, 2022 (Special) Minutes; June 28, 2022 (Regular) Minutes

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

Agenda Item 3: Public Comment

Tony Ponder-Mr. Ponder spoke regarding substance use and mitigation.

Glennis Ponder-Ms. Ponder requested that Mr. Ponder be allowed to speak for her. Mr. Ponder continued speaking regarding substance use and mitigation.

Sherry Morgan-Ms. Morgan spoke regarding substance use and mitigation.

Cindy Davidson-Ms. Davidson spoke regarding substance use and mitigation.

Tod McDonald-Mr. McDonald spoke regarding substance use mitigation.

Bonnie Whitener-Ms. Whitener spoke regarding substance use and mitigation.

Virginia Holmes-Ms. Holmes declined to speak during public comment.

Jim Cruzan-Mr. Cruzan spoke regarding substance use and mitigation.

Ken Kashuba-Mr. Kashuba spoke regarding growth in the County.

Members of the Board addressed concerns regarding substance use and mitigation.
(Attachment 3.1)

Item 4: Louis Roberts, Emergency Management Coordinator

Larry Hembry and Trisha Palmer with the National Weather Service recognized the County as a storm ready community and presented an award to Emergency Management as well as commended their work in accomplishing hazard mitigation in the event of weather related events.

Agenda Item 5: Brooke Ledford, Human Resources Director

Ms. Ledford presented and discussed the local salary plan, including changes to the current plan in place with the Board as well as answered questions from Board members noting that the new plan will allow new and existing positions to meet classifications and standards set forth by the State.

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

Discussion was had by the Board and Ms. Ledford regarding the need for a salary assessment with Commissioner Garrison requesting that the Board vote to move forward with a study. Counsel was provided by County Attorney Donny Laws who noted that a request for proposals would be necessary to perform the study and Commissioner Garrison agreed to entertain further discussion at the next meeting with the Board seeking clarification from Clerk Mandy Bradley regarding the previous motion. (Attachment 5.1)

Agenda Item 6: Kary Ledford, Finance Office

a. Budget Amendment #13, b. Budget Amendment #1

Commissioner Gentry presented Budget Amendment #13 and Budget Amendment #1 on behalf of Ms. Ledford and discussed information provided by Ms. Ledford. Counsel was provided by County Attorney Laws.

Upon motion by Chairman Snelson and second by Commissioner Wechtel, the Board voted unanimously to approve Budget Amendment #13.

Upon motion by Chairman Snelson and second by Commissioner Gentry, the Board voted unanimously to approve Budget Amendment #1. (Attachment 6.1, Attachment 6.2)

c. Financial Report

Commissioner Gentry presented the financial report for the month of June to the Board on behalf of Ms. Ledford. Discussion was had by the Board and Clerk Mandy Bradley regarding revenue from county owned surplus property. Counsel was provided by County Attorney Laws regarding acceptance of the report. (Attachment 6.3)

Agenda Item 7: Diana Norton, Tax Administrator

a. Tax Refunds and Releases

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

Upon motion by Vice-Chairman Goforth and second by Commissioner Garrison, the Board voted unanimously to approve the releases presented. (Attachment 7.1)

b. Kania Law Firm Tax Foreclosure Update

Ms. Norton advised the Board that no tax foreclosure update was available for presentation.

c. 2024 Tax Revaluation Bid Award Consideration

Ms. Norton discussed two bids received in consideration of the tax revaluation for a full list and measure effective January 1, 2024. Bids included quotations issued by Pearson's Appraisal Service, Inc. as well as Tyler Technologies with Ms. Norton noting that the bid from Pearson's Appraisal was not in compliance with the full list and measure, and that the tax office would recommend the bid from Tyler Technologies for consideration.

Counsel was provided by County Attorney Laws who noted that due to deficiencies in the bid from Pearson's Appraisal Service, the Board could choose to award the contract to Tyler Technologies and authorize the County Manager to negotiate the contract or reject all bids and reissue the RFP.

Discussion was had by the Board and County Attorney Laws regarding previous work on behalf of Tyler Technologies including references, terms, and cost of the contract as well as the need for the tax revaluation.

Upon motion by Commissioner Garrison and second by Chairman Snelson, the Board voted unanimously to accept the contract proposed by Tyler Technologies at a rate of \$823,507.00.

Further discussion was had by the Board and County Attorney Laws. (Attachment 7.3)

Agenda Item 8: Norris Gentry/Interim County Manager

a. County Manager's Update

Commissioner Gentry discussed an update from the tax office with the Board regarding the current tax cycle and billing notice for solid waste availability fees to nonprofit agencies as well as individuals and businesses. Discussion was had by the Board and

County Attorney Laws regarding the possible creation of a subsidy program as well as possible changes to the solid waste fee structure with County Attorney Laws noting that he would bring a proposal back to the Board for such a subsidy program.

An update regarding the Ordinance Adopting a Limited Moratorium on Commercial Assembly Related Development was discussed by Commissioner Gentry who requested that two members of the Board work with staff on further development of county ordinances pertaining to the moratorium. The nomination for appointment of Commissioner Garrison was made by Commissioner Wechtel and seconded by Chairman Snelson and the nomination for appointment of Vice-Chairman Goforth was made by Commissioner Gentry and seconded by Commissioner Garrison. Counsel was provided by County Attorney Laws, discussion was had by the Board, and the Board voted unanimously to approve.

The progress of the Charters of Freedom setting located at the Courthouse and renovation of the building were discussed with the Board by Commissioner Gentry.

Updates regarding Community Block Grant funding for substance use prevention, Golden LEAF funding, and American Rescue Plan Act funding were provided to the Board by Commissioner Gentry.

b. Blannahassett Island Gym and Property Conveyance

Commissioner Gentry presented a Resolution and updated agreement between the County and Town of Marshall for the exchange of parcels of property on Blannahassett Island.

Counsel was provided by County Attorney Laws and discussion was had by the Board regarding the agreement and possible changes to the agreement with County Attorney Laws noting that he would strike the word "lease" from the agreement and that the agreement would allow the proceeds of the gym to be transferred to the Town of Marshall for the purpose of construction or improvement of a recreational facility in the North or South Marshall precinct to benefit the youth of the Town and the County.

Upon motion by Commissioner Garrison and second by Commissioner Gentry with counsel by County Attorney Laws and further discussion by the Board, the Board voted unanimously to adopt the Resolution as the Madison County Board of Commissioners authorizing the execution of the agreement with the noted, requested changes between Madison County and the Town of Marshall for the exchange of real property and the appropriation. Further discussion was had by the Board and County Attorney Laws. (Attachment 8.1)

c. SFY 2022-2023 and SFY 2023-2024 Department of Health and Human Services Memorandum of Understanding

Commissioner Gentry presented the Department of Health and Human Services Memorandum of Understanding and requested that the Board formally approve the document which was previously executed.

Counsel regarding the agreement was provided by County Attorney Laws who noted that the Board would need to ratify the MOU.

Upon motion by Chairman Snelson and second by Vice-Chairman Goforth, the Board voted unanimously to approve. (Attachment 8.2)

d. Agreement for Engineering Services

The agreement with McGill and Associates to facilitate engineering services for water and sewer infrastructure expansion in the County was presented to the Board by Commissioner Gentry. Commissioner Wechtel noted that the agreement would be for the firm to determine what needs to be done to complete the project.

Upon motion by Commissioner Gentry and second by Commissioner Garrison with counsel by County Attorney Laws and further discussion by the Board, the Board voted unanimously to approve the agreement for engineering services for the study that has been worked on and approved. (Attachment 8.4)

e. Playground Installation

Commissioner Gentry presented a proposal from Playnation of WNC to relocate and complete the playground installation from the current location below the Health Department to a new location above the Health Department on Medical Park Drive. Discussion was had by the Board regarding the relocation of the playground, possible future utilization of the area by the County, alternate locations, and community considerations with Commissioner Gentry noting that the relocation would be revisited after further consideration.

f. County Board Appointments

Discussion was had by the Board regarding vacancies for the Animal Control Board. Upon motion by Chairman Snelson and second by Commissioner Garrison, the Board voted unanimously to reappoint Meg Pressley.

Discussion was had by the Board and Development Services Director Brad Guth regarding the vacancy for the Economic Development Board with Commissioner Wechtel requesting that the appointment be postponed at this time.

The vacancy for the Library Board of Trustees and the recommendation from the Library Board of Trustees for the reappointment of Bobbie Pyron was discussed by the Board. Upon motion by Commissioner Garrison and second by Vice-Chairman Goforth, the Board voted unanimously to take the recommendation of Bobbie for the Library Board of Trustees.

The vacancy for the Transportation Advisory Board was discussed by the Board. Upon motion by Commissioner Wechtel and second by Commissioner Gentry, the Board voted unanimously to appoint Linda Campbell.

g. Matt Wechtel

Commissioner Wechtel noted that he is unavailable to attend the September regularly scheduled meeting of the Board of Commissioners and requested the consideration of an alternate meeting date.

Discussion was had by the Board with the date for the meeting being September 19th. Counsel was provided by County Attorney Laws who noted that a formal Resolution to alter the schedule would need to be adopted at the August meeting.

h. Legal Advice Regarding Potential Litigation

No discussion had at this time.

i. Project Freeze

No discussion had at this time.

j. Discussion of Potential Surplus Property

Commissioner Gentry discussed a parcel of county owned property located at the North end of Main Street in Marshall at the last residential house and requested consideration of the property being declared as surplus. He noted that the property was previously owned by the County and Town of Marshall with the Town previously selling their interest.

Upon motion by Commissioner Gentry and second by Vice-Chairman Goforth with discussion by the Board, the Board voted unanimously to declare the piece of property in question as surplus.

h. Legal Advice Regarding Potential Litigation (cont.), i. Project Freeze (cont.), k. Personnel

Upon motion by Commissioner Gentry and second by Chairman Snelson, the Board voted unanimously to go into closed session for legal, economic development, and property pursuant to N.C.G.S. 143-318.11 (a)(6), N.C.G.S. 143.318.11 (a)(3) with County Attorney Laws noting the attorney-client privilege purpose as counsel regarding the City of Brevard vs. HCA Healthcare et al 1:22-cv-114 at 8:44 p.m.

Upon motion by Commissioner Gentry and second by Commissioner Garrison, the Board voted unanimously to return to open session at 11:15 p.m.

Upon motion by Commissioner Gentry and second by Chairman Snelson, the Board voted unanimously to employ Regina Ponder as a substitute custodian at a rate of \$10.50 per hour.

Commissioner Gentry requested to clarify that the parcel of county owned property declared as surplus property for Agenda Item 10j, be entered into record as having the parcel identification number: 9706-65-7893.

County Attorney Laws discussed that if the Board so chose, a motion to exempt engineering services pursuant to N.C.G.S. 143-64.31 from the bidding request for \$3,500.00 and offer to Modulus could be considered. Upon motion by Commissioner Gentry and second by Chairman Snelson, the Board voted unanimously to approve.

County Attorney Donny Laws discussed that if the Board so chose, a motion to retain Higgins and Benjamin, PLLC regarding litigation of monopoly activities against HCA and authorize the Chairman to execute all agreements including the retainer

agreement could be considered. Upon motion by Commissioner Garrison and second by Commissioner Gentry, the Board voted unanimously to approve. (Attachment 8.8)

Agenda Item 9: Adjournment

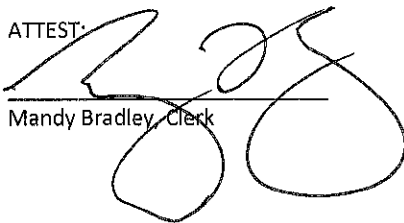
Upon motion by Commissioner Gentry and second by Commissioner Garrison, the Board voted unanimously to adjourn the meeting at 11:20 p.m.

This the 12th day of July 2022.

MADISON COUNTY



Mark Snelson, Chairman
Board of Commissioners

ATTEST:


Mandy Bradley, Clerk

Madison County Board of Commissioners
Agenda
July 12, 2022

Attachment **11**

7:00 P.M.

Meeting Called To Order
Pledge of Allegiance
Moment of Silence

1. Agenda Approval
2. Approval of June 6, 2022 (Special) Minutes and June 28, 2022 (Regular) Minutes
3. Public Comment
4. Louis Roberts, Emergency Management Coordinator
National Weather Service/National Oceanic Atmospheric Administration Weather Ready Certification
5. Brooke Ledford, Human Resources Director
Local Salary Plan
6. Kary Ledford, Finance Officer
 - a. Budget Amendment #13
 - b. Budget Amendment #1
 - b. Financial Report
7. Diana Norton, Interim Tax Administrator
 - a. Tax Refunds and Releases
 - b. Kania Law Firm Tax Foreclosure Update
 - c. 2024 Tax Reevaluation Bid Award Consideration
8. Norris Gentry, Commissioner/Interim County Manager
 - a. County Manager's Update
 - b. Blannahassett Island Gym and Property Conveyance
 - c. SFY 2022-2023 and SFY 2023-2024 Department of Health and Human Services Memorandum of Understanding
 - d. Agreement for Engineering Services
 - e. Playground Installation
 - f. County Board Appointments
 - g. Matt Wechtel
 - h. Legal Advice Regarding Potential Litigation
 - i. Project Freeze
 - j. Discussion of Potential Surplus Property
 - k. Personnel
9. Adjournment

Madison County Commissioners Meeting



Public Comment

July 12, 2022

7:00pm

North Carolina Cooperative Extension-Madison County Center

3 Minute Time Limit

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

Name

Signature

- ✓ 1. Tony Ponder
- ✓ 2. Glennis Ponder
- ✓ 3. Sherry Morgan
- ✓ 4. Cindy Dawson
- ✓ 5. TOD McDONALD
- ✓ 6. Bonnie Whitner
- ✓ 7. Virginia Holmes
- ✓ 8. Zim Cruzan
9. Ken Kashuba
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.

Tony Ponder
Glennis Ponder
Sherry Morgan
Cindy Dawson
TOD
Virginia Holmes
Zim Cruzan
Ken Kashuba

**NC Office of State Human Resources
2022 - 2023 Salary Plan Reporting Form
(for County DSS and Public Health)**

Name of County Madison County
 Name of Individual Completing Form Brooke Ledford
 Title Human Resources Director
 Phone Number (828)649-2854 Ext. 6
 E-Mail Address of Pay Plan Contact Person bledford@madisoncountync.gov
 Effective Date of Pay Plan 1. 7/1/2022
 Amount of Increase in Schedule 2. _____
 Amount of Increase given to Employees 3. _____

4. Agencies covered by this salary plan: Social Services Total # DSS Employees 51
 Public Health Total # PH Employees 45

5. With the exception of employees in trainee status, the salaries of all employees must be between the minimum and the maximum of the assigned range.
 Does your jurisdiction meet this requirement? () Yes () No
 If "No", please explain: _____

6. Are the salaries of all employees in trainee status below the minimum rate for the full class? () Yes () No
7. Has your Board of Commissioners approved the plan? () Yes () No
8. Do all pay rates reflected on your salary schedule meet the State minimum wage of \$7.25? () Yes () No
9. Have you attached a copy of your approved salary schedule? () Yes () No

You must answer "Yes" to questions 6, 7, 8 and 9, before submitting your form.

The following sections should be completed, listing salary grades (or minimum salary rates) assigned to your **County Social Services, Local Health and Human Services Deputy Director** positions:

Social Services Jurisdictions

10. Title of the highest level class supervised by County Social Services Director, excluding Human Services Deputy Director and the Attorney series: Social Work Program Manager
11. Grade of highest level supervised 67 12. Minimum Rate \$47,673.98
13. Grade of County Social Services Director (if app) 72 14. Minimum Rate \$60,845.42
15. Subtract line 12 from line 14. 13,171.44 16. Divide by line 12. 28%
17. Is the resulting answer between 20% and 60% () Yes () No
You must answer "Yes" to question 17 before submitting your form.

Single and Multi-County District Health Jurisdictions

18. Title of the highest level class supervised by Local Health Director, excluding Physicians, Physician Extenders, Pharmacists, Dentists and Human Services Deputy Director: Director of Nursing I
19. Grade of highest level supervised 68 20. Minimum Rate \$50,057.68
21. Grade of Local Health Director (if app) 72 22. Minimum Rate \$60,845.42
23. Subtract line 20 from line 22. 10,787.74 24. Divide by line 20. 22%
25. Is the resulting answer between 20% and 60% () Yes () No
You must answer "Yes" to question 25 before submitting your form.

Social Services, Public Health and Area Mental Health Jurisdictions:

34. Title of the Director class under which Human Services Deputy Director serves:
35. Grade of highest level supervised by Director _____ 36. Minimum Rate _____
37. Grade of HSDD _____ 38. Minimum Rate _____
39. Subtract line 36 from line 38. _____ 40. Divide by line 36. _____ %
41. Is the resulting answer between 10% and 40% () Yes () No

You must answer "Yes" to question 41 before submitting your form.

CERTIFICATION OF SALARY PLAN

Single Reporting Jurisdictions

I hereby certify that the attached salary plan submitted for Madison County, is complete and compliant with all the relevant provisions in NCGS 126, the State Human Resources Act. Furthermore, the salary plan was completed in accordance with the instructions that have been provided and is deemed accurate at the time of submission. I further certify that I am the authorized official.

(Electronic signatures are acceptable.)

Signature of Authorized Official Brooke Ledford

Title Human Resources Director Date 07/01/2022

District Health Jurisdictions

42. Does your pay plan exceed the highest paying member county in your Area? () Yes () No

43. If "yes", have you received authorization from all counties in the area to exceed? () Yes () No

You must answer "Yes" to question 43 before submitting your form.

If you answered "No" to question 42, please complete as follows: I hereby certify that the attached salary plan submitted for _____ District Health, is complete and compliant with all the relevant provisions in NCGS 126, the State Human Resources Act. Furthermore, the salary plan was completed in accordance with the instructions that have been provided and is deemed accurate at the time of submission. (Electronic signatures are acceptable.)

Signature _____

Title _____

Date _____

If you answered "Yes" to questions 42 and 43, please complete as follows: We, the District Health Board Chairperson, and the Chairperson of the Board of County Commissioners of each member county; (acting on behalf of their respective Boards of County Commissioners in authorizing that the District Health pay plan may exceed that of the highest paying county); hereby certify that the attached salary plan submitted for _____ District Health is complete and compliant with all the relevant provisions in NCGS 126, the State Human Resources Act. Furthermore, the salary plan was completed in accordance with the instructions that have been provided and is deemed accurate at the time of submission. (Electronic signatures are acceptable.)

Jurisdiction _____

County Madison County Grt.

Signature _____

Signature Mark Smulson

Title Board Chairperson

Title Chairman, Board of Commissioners

Date _____

Date July 12, 2022

County _____

County _____

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

County _____
Signature _____
Title _____
Date _____

County _____
Signature _____
Title _____
Date _____

County _____
Signature _____
Title _____
Date _____

County _____
Signature _____
Title _____
Date _____

If you need assistance, please contact your assigned HR Consultant (see LG Contacts Listing on OSHR website).

PLEASE ATTACH and SEND THIS COMPLETED REPORTING FORM WITH THE ELECTRONIC SIGNATURES BY JULY 22, 2022 VIA Smartsheet LINK HERE:

SmartSheet Salary Plan Submission Portal

**Madison County
Board of Commissioners**

**Budget Amendment #13
July 12, 2022**

Description	Line Item	Debit	Credit
Tax Administration			
2019 Ad Valorem Tax	10.3100.2019		\$ 6,893.00
2020 Ad Valorem Tax	10.3100.2020		\$ 7,547.00
Adjust to actual tax revenue.			
Professional Services			
Professional Services Legal	10.4150.1920	\$ 6,025.00	
Transportation			
Edtap	10.4524.8470	\$ 36.00	
Dept of Social Services			
NAG & NAS State	10.5471.6731	\$ 7,938.00	
Adoption Promotion Fund	10.5471.6736	\$ 441.00	
Adjust to actual and correction			
Contingency	10.7000.0000		

**Madison County
Board of Commissioners**

**Budget Amendment #1
July 12, 2022**

Description	Line Item	Debit	Credit
Health Department			
Medical Supplies	10.5110.2381	\$ 21,600.00	
Dr. Daly Fund Carryover new year change	10.5110.6500	\$ 1,480.00	
Adjust to actual for carryover			
Library			
LSTA grant carryover new year change	10.6110.5705		\$ 526.00
Adjust to carryover change			
Dept of Social Services			
Adoption Promotion Fund Carry Over Change	10.5471.6736		\$ 9,105.00
Adjust to actual			
Animal Control			
Emergency Vet Carryover change	10.4380.6500		\$ 764.00
Rebecca Vergana Fund Carryover change	10.4380.6600		\$ 2,279.00
Adjust to carryover change			
E911			
Capital Equipment	10.4331.5110	\$ 16,585.00	
For Mobile Communications			
Contingency			
	10.7000.0000		\$ 26,991.00

We are at 100% of the FY22 budget.

Bank balances at June 30, 2022 are as follows:

	Unrestricted	Restricted
General Fund	\$1,108,588.30	
Debt Service Fund	\$48,533.45	
Capital Outlay Fund	\$326,157.57	
Capital Management	\$14,969,091.69	
Occupancy Tax Fund		\$229,751.30
Revaluation Fund		\$159,425.25
Tourism Development		\$1,298,064.04
Automation Fund		\$157,923.15
Drug Seizure Fund		\$7,762.94
Inmate Trust Fund		\$47,190.64
Soil & Water Conservation		\$59,338.58
Total of All Accounts:	\$16,452,371.01	\$1,959,455.90

New Jail Loan	\$	-	(Due In February)
School Debt Service	\$	-	(Due In February)
40-42 Set Aside for Schools	\$	1,295,161.99	
Unspent Grant/Restricted Proceeds	\$	(767,625.28)	
Adoption Promotion Fund	\$	135,430.60	
Encumbered Amounts		\$0.00	
Total assigned and restricted Bank Balan	\$	662,967.31	

	General	Landfill	#
Unassigned and Unrestricted totals by F	\$14,567,426.96	(\$317,425.72)	#

SUMMARIES:

Percentage of budget at June 2022 is:

All Funds:		YTD	% OF BUDGET
Revenues	\$1,825,185.04	\$31,466,686.48	101.59
Expenditures	\$2,330,892.79	\$27,332,433.80	85.65

General Fund	MTD	YTD	Er % OF BUDGET	Year to Date 06/21
Revenues to Date:	\$1,743,789.70	\$28,466,550.16	89.23	\$29,286,392.93
Expenditures to Date:	\$2,207,693.19	\$25,230,116.88	82.44	\$25,018,263.57
Gain/Loss to Date:	(\$463,903.49)	\$3,236,433.28		\$4,268,129.36

Contingency

Landfill	MTD	YTD	Er % OF BUDGET	Year to Date 06/21
Revenues to Date:	\$69,663.42	\$2,858,900.57	113.96	\$2,686,106.92
Expenditures to Date:	\$122,534.42	\$2,024,414.36 #	88.87	\$2,742,387.52
Gain/Loss to Date:	(\$52,871.00)	\$834,486.21		

Contingency

911 Emergency Telephone Services	MTD	YTD	% OF BUDGET	Year to Date 06/21
Revenues	\$11,731.92	\$141,235.75	100.32	\$150,133.84
Expenditures	\$665.18	\$77,902.56	31.07	\$107,576.52
Gain/Loss	\$11,066.74	63,333.19		\$42,557.32

Contingency \$-

GENERAL FUND:

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 06/21
Vehicle Tax	\$94,179.98	\$1,011,610.14	101.16	\$1,128,968.53
Overages/Underages				
Ad Valorem Tax Interest	\$19,735.69	\$275,850.25	125.96	\$193,203.08
Late Listing Fee	\$1,107.71	\$23,069.90	124.7	\$20,424.08
Legal Fees				
2007 Ad Valorem Tax	420.75	3,543.55	126.37	\$731.47
2009 Ad Valorem Tax	\$44.44	\$3,632.34	61.07	\$1,586.60
2010 Ad Valorem Tax		\$4,294.38	108.17	\$1,879.88
2011 Ad Valorem Tax	\$36.83	\$6,387.22	110.47	\$5,046.51
2012 Ad Valorem Tax	\$197.30	\$9,616.14	112.6	\$5,379.09
2013 Ad Valorem Tax	\$591.30	\$11,835.98	111.24	\$7,350.97
2014 Ad Valorem Tax	\$635.16	\$11,328.33	113.28	\$6,457.81
2015 Ad Valorem Tax	\$3,326.05	\$15,920.55	143.03	\$15,700.73
2016 Ad Valorem Tax	\$3,025.87	\$25,574.11	129.86	\$23,943.09
2017 Ad Valorem Tax	\$2,217.11	\$45,508.67	105.12	\$39,083.20
2018 Ad Valorem Tax	\$3,324.44	\$72,721.43	104.79	\$96,440.24
2019 Ad Valorem Tax	\$8,894.08	\$123,810.11	107.74	\$255,565.90
2020 Ad Valorem	\$9,657.56	\$270,407.62	103.7	\$11,965,368.51
2021 Ad Valorem	\$40,242.28	\$12,240,922.54	103.11	\$37,514.10
2022 Ad Valorem	\$11,325.56	\$27,095.52	7.86	
Collection Fees: Marshall				
Collection Fees: Mars Hill				
Collection Fees: Hot Springs				
Sale of Tax Maps		\$561.50	126.46	
Tax Office Copies				
Returned Check		\$2,511.23		\$1,644.61
Refunds/Overpayment of Taxes	\$521.31	\$47,491.86		\$96,358.27
Contra: Returned Check				
Sale of Foreclosed Property				
Contra: Foreclosed Property Expenses				
Sales Tax/Video Programming		\$7,018.42	70.18	\$4,023.55
Sales Tax	\$590,780.35	\$4,761,805.91	86.30	\$5,771,063.49
Gas Tax Refund/State	\$2,542.54	\$20,760.76	103.80	\$29,286.06
Payment In Lieu of Taxes		\$3,627.85	72.56	\$5,892.48
Forest Service Timber Sales		\$1,234.09	13.55	\$11,224.17
Clerk of Court	\$6,429.80	\$73,424.48	116.55	\$79,862.45
Board of Elections		\$13,899.42	86.22	\$90,747.82
Register of Deeds	\$55,404.95	\$667,589.35	102.08	\$587,509.00
Sheriff's Department	\$161,126.66	\$1,662,112.65	92.84	\$1,603,873.06
Emergency Management	\$ 11,067.51	\$102,818.00	99.86	\$39,377.80
Inspections	\$23,504.64	\$262,458.36	141.26	\$20,035.13
Animal Control	\$2,245.77	\$50,592.77	91.99	\$34,697.00
Transportation	\$10,405.08	\$316,792.45	50.65	\$482,071.24
Cooperative Extension Service		\$2,700.00	90	

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 06/21
Soil & Water Conservation		\$27,200.00	90.37	\$ 30,480.00
Grant Revenues/JCPC/DJJD	\$8,035.00	\$308,025.00	92.33	\$248,955.00
Health Department	\$335,170.01	\$2,878,210.54	90.18	\$2,119,259.52
Medicaid Hold Harmless Tax		\$357,018.62	410.78	\$311,116.40
Social Services	\$223,943.95	\$1,939,017.83	75.97	\$2,142,509.07
AFDC				
Foster Care	\$20,926.79	\$349,104.43	50.4	\$428,871.04
Medicaid				\$370.00
Adoption	\$4,500.00	\$12,150.00	6.42	\$74,662.75
Child Support Enforcement	\$1,201.93	\$72,779.66	64.74	\$110,705.86
In Home Aides	\$5,300.87	\$53,812.70	61.85	\$98,874.11
Beech Glen Center	\$305.00	\$6,654.00	133.08	\$1,031.00
Nutrition	\$43,947.50	\$205,202.17	117.88	\$193,502.20
State Lottery Funds/Education				
Library	\$7,982.94	\$106,027.65	86.31	\$88,209.97
Parks & Recreation	\$4,240.00	72771	101.75	\$7,355.00
Interest Earned	\$12,427.67	\$25,400.52	907.16	\$2,383.97
Rent of County Property	\$5,327.50	\$71,215.00	108.34	\$60,895.00
Finance/Other		\$23,416.83	100.47	\$17,558.25
Miscellaneous Income		\$73,655.27	50	\$529,209.72
Fund Transfer In				
Totals	\$1,743,789.70	\$28,466,550.16	89.23	\$29,286,392.93

GENERAL FUND EXPENDITURES

DEPARTMENT	MTD	YTD	Er % OF BUDGET	Year to Date 06/21
Governing Body	\$5,112.97	\$95,191.57	73.65	\$163,573.22
Finance Office	\$39,500.66	\$553,480.84	75.13	\$502,789.88
Tax Collector	\$16,262.62	\$270,525.40	84.68	\$299,073.41
Tax Supervisor	\$13,764.89	\$200,548.22	77.2	\$237,064.06
Land Records	\$12,140.68	\$86,704.90	92.06	\$4,684.51
Professional Services	\$30,150.00	\$71,025.00	109.27	\$61,950.00
Court Facilities	\$262.50	\$17,120.09	40.86	\$12,696.84
Board of Elections	\$33,181.58	\$280,768.33	77.36	\$354,038.96
Register of Deeds	\$47,663.08	\$427,496.53	84.23	\$409,010.40
Register of Deeds- Automation	599.97	\$15,579.95	104.01	\$21,845.77
Custodial	6002.52	\$76,178.90	88.96	\$28,313.41
Maintenance	\$15,927.08	\$500,936.47	73.55	\$529,596.59
Sheriff's Department	\$522,955.36	\$4,544,350.13	94.58	\$3,801,688.39
Emergency Management	\$67,187.92	\$215,558.71	98.36	\$138,665.34
911 Dispatchers	\$54,500.16	\$693,780.43	95.6	\$761,700.55
Fire Contract/Forest Service	\$6,209.91	\$72,994.44	74.88	\$112,402.92
Inspections	\$12,576.76	\$334,387.13	91.49	\$294,571.60
Economic Development	\$2,593.63	\$91,044.83	77.7	\$83,626.79
Medical Examiner	\$1,750.00	\$18,000.00	92.31	\$11,200.00
Ambulance Service Contract	\$142,916.67	\$1,715,000.04	99.56	\$1,715,000.04
Animal Control	\$24,856.82	\$326,511.81	76.15	\$291,720.87

Transportation - Admin	\$10,135.75	\$125,874.26	97.05	\$101,650.88
DEPARTMENT	MTD	YTD	Er % OF BUDGET	Year to Date 06/21
Transportation - Operating	\$39,963.57	\$415,266.09	73.66	\$342,389.01
Transportation - Capital Outlay		\$3,584.99	5.69	
Transportation - EDTAP	85.05	\$735.30	105.04	\$1,307.25
Planning & Development	17,174.42	\$94,622.19	19.51	\$137,212.47
Information Technology	21,915.61	\$242,259.58	93.24	\$268,685.99
Cooperative Extension	29,177.84	\$272,366.35	86.01	\$280,803.71
Soil & Water	\$11,192.25	\$138,973.22	90.13	\$145,475.62
Health Department	\$216,522.59	\$3,431,652.79	79.9	\$3,153,796.18
Drug Free Community	6633.79	\$87,115.53	69.46	\$122,812.39
Management Admin.	\$105,761.01	\$379,579.55	69.87	\$422,694.16
Social Services	\$193,337.03	\$2,617,995.21	83.93	\$2,756,058.92
AFDC		\$972.27	12.15	\$3,580.26
Special Assistance	\$7,006.00	\$85,525.11	65.79	\$104,020.49
State Foster Care	\$8,179.54	\$163,810.69	23.4	\$199,526.52
Foster Care Program	\$18,137.49	\$238,267.91	58.11	\$407,236.09
Medical Assistance Program				
Adoption Assistance	\$21,944.96	\$121,578.19	106.46	\$133,288.57
Crisis Intervention	\$1,134.21	\$347,772.36	75.28	\$201,808.39
Child Support	\$8,000.85	\$102,811.06	77.28	\$103,638.71
In Home Aides	\$11,472.05	\$94,282.45	63.68	\$119,734.49
Nutrition	\$57,400.88	\$558,571.02	89	\$569,895.84
Education	\$3,997,850.06	\$4,212,395.10	83.21	\$4,803,437.95
A-B Technical College	\$104,962.00	\$104,962.00	100	\$104,960.00
Bank Charges	\$1,344.60	\$12,942.81	73.96	\$12,622.27
Library	\$53,417.46	\$576,366.49	96.11	\$514,338.49
Parks & Recreation	\$19,006.30	\$181,848.53	82.65	\$121,094.63
Debt Services				
Debt Services Interest				
Fund Transfer In/ Landfill & Library				
Fund Transfer Out/Revaluation				
TOTALS	\$2,207,693.19	\$25,230,116.88	82.44	\$25,018,263.57

LANDFILL FUND

REVENUES	MTD	YTD	% OF BUDGET	Year to Date 06/21
Transfer From Fund Balance				
Landfill Miscellaneous Fees				
Returned Check Fees				
Surplus Property Proceeds				
State Tire Disposal Fee		\$25,856.67	129.28	\$23,403.40
Local Tire Disposal Fee	\$210.00	\$2,423.95	346.28	\$1,222.00
White Goods Tax		9053.51	146.5	
Sale of White Goods	\$2,160.20	\$47,189.70	168.53	\$19,768.60
Household Hazardous Waste	21	\$866.00	61.86	\$896.00
Temporary Disposal Cards	\$7,235.00	\$77,962.82	194.81	\$96,454.11
Duplicate Disposal Cards	\$884.25	\$94,935.41	110.39	\$39,950.94
Landfill Disposal Cost Fees	\$25,190.31	\$172,324.66	137.86	\$130,301.35
Landfill Sale of Recyclables	\$14,160.39	\$104,328.72	170.75	\$55,282.02
Nuisance Tires				
Disposal Cards	\$15,943.82	\$2,249,634.51	107.84	\$2,239,923.41
Construction Demolition	\$3,858.45	\$48,891.55	128.66	\$46,234.54
Solid Waste Disposal Distribution		\$18,176.80	181.77	\$13,445.58
Grant/State				568.78
Electronics Management		\$151.62		
Electronics (County)		\$7,104.65	118.16	\$1,320.00
Interest				
Totals	\$69,663.42	\$2,858,900.57	113.96	\$2,686,106.92

EXPENSES:	MTD	YTD	Et % OF BUDGET	Year to Date 06/21
Landfill	\$110,385.35	\$2,011,633.29	90.1	\$2,108,909.31
Recycling	\$9,885.35	\$187,520.19	77.32	\$218,072.19
Scrap Tires	\$2,263.72	\$28,665.84	91	\$22,346.48
White Goods				
Closure/Post Closure				
Totals	\$122,534.42	\$2,024,414.36	88.87	\$2,742,387.52

Report run: 7/1/2022 9:30:08 AM
 Data as of: 6/30/2022 7:10:47 PM

TR-304 Bill Release Report

NCPTS V4

Report Parameters:

Release Date Start: 6/1/2022 Release Date End: 6/30/2022
 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(\$)
00000534-2021-2021-0000-00-REG	SAGEWOOD FOREST, LLC	9/15/2021	Landfill error	DIANA	6/17/2022	495.74	180.00
00021111-2021-2021-0000-00-REG	NORTON, JEANURE ANN	9/15/2021	Landfill error	DIANA	6/28/2022	599.48	180.00
ibtotal							360.00
total							360.00

DO Year	Bill Number	Parcel #	Search Type	Agitation #	Adjustment Reason	Rate of Adj	Additional Owner	Address	Address Line 1	Address Line 2	Address Line 3	Address Line 4	Address Line 5	County	State	Zip	City	Service	Case No.	Approval ID	Estimated Amount	Income Tax Portion	WASTES FEES	WATER	Fire Rate	
2019	000000001-2019-2019-0000-00	65919	REI	3408	Landfill error	0/0/2022 11:23:37 AM	CHARLES COCKY	171 WILKINS VALLEY RD						WAKE	NC	27554	WAKE	27554			360.00	0.00	360.00	0.00	0.00	
2019	000000001-2019-2019-0000-00	65919	REI	3408	Ownership change	0/0/2022 10:38:20 AM	GILLESPIE WARREN	941 JENNIS VALLEY RD						ALEXANDER	NC	27572	ALEXANDER	27572			27.72	0.00	27.72	0.00	0.00	
2019	000000001-2019-2019-0000-00	65919	REI	3411	Ownership change	0/0/2022 10:38:20 AM	GILLESPIE WARREN	941 JENNIS VALLEY RD						ALEXANDER	NC	27573	ALEXANDER	27573			34.94	0.00	34.94	0.00	0.00	
2019	000000001-2019-2019-0000-00	65919	REI	3412	Ownership change	0/0/2022 10:38:20 AM	GILLESPIE WARREN	941 JENNIS VALLEY RD						ALEXANDER	NC	27573	ALEXANDER	27573			34.94	0.00	34.94	0.00	0.00	
2019	000000001-2019-2019-0000-00	65919	REI	3408	Ownership change	0/0/2022 10:38:20 AM	GILLESPIE WARREN	941 JENNIS VALLEY RD						ALEXANDER	NC	27572	ALEXANDER	27572			27.72	0.00	27.72	0.00	0.00	
2019	000000001-2019-2019-0000-00	65919	REI	3408	Ownership change	0/0/2022 10:38:20 AM	GILLESPIE WARREN	941 JENNIS VALLEY RD						ALEXANDER	NC	27572	ALEXANDER	27572			27.72	0.00	27.72	0.00	0.00	
2020	000000111-2020-2020-0000-00	65926	REI	3405	Landfill error	0/0/2022 10:12:02 AM	JACKS PATRICK	1302 LAKE ROSEBERRY DR						SNOWDEN	VA	22620	SNOWDEN	22620			100.00	0.00	100.00	0.00	0.00	
2020	000000111-2020-2020-0000-00	65926	REI	3405	Landfill error	0/0/2022 11:17:34 AM	NORTON JEANNE ANN	223 GLENALLISON						MARSHALL	NC	28753	MARSHALL	28753			207.62	0.00	207.62	0.00	0.00	
2020	000000111-2020-2020-0000-00	65926	REI	3405	Landfill error	0/0/2022 10:16:34 AM	WALLEN JACK C	97 SPALDING ROAD						MARSHALL	NC	28753	MARSHALL	28753			100.00	0.00	100.00	0.00	0.00	
Total:																						1,128.14	0.00	1,128.14	0.00	0.00

Adjustment: _____ Date: _____

CONTRACT PROPOSAL SUBMISSION FORM

MADISON COUNTY TAX ADMINISTRATOR
5707 US Hwy 25/270, Suite 2
Marshall, North Carolina 28753

I am submitting a proposal using Madison County's software and hardware. I propose to furnish all materials and perform all of the work in strict accordance with the specifications for the sum of \$29.00 per parcel with photos, (assuming 22,500 parcels), for a total sum of \$ 652,500.00 Said sum to be payable as provided in the specifications.

Optional Pricing: \$21.00 Aerial Review without photos
\$472,500.00 Total

Company name Pearson's Appraisal Service, Inc

Company address PO Box 36404
Richmond VA 23235

Fred W Pearson

Telephone number (888)573-2776

Company Representative Fred W. Pearson

Date June 20, 2022

CONTRACT PROPOSAL SUBMISSION FORM

MADISON COUNTY TAX ADMINISTRATOR
5707 US Hwy 25/270, Suite 2
Marshall, North Carolina 28753

I am submitting a proposal using Madison County's software and hardware. I propose to furnish all materials and perform all of the work in strict accordance with the specifications for the sum of \$ 36.60 per parcel, (assuming 22,500 parcels), for a total sum of \$ 823.507. Said sum to be payable as provided in the specifications.

Company name Tyler Technologies, Inc.

Company address 1 Tyler Way

Moraine, OH 45439

Telephone number 336-263-5386

Company Representative Steve Crysel

Date 6/21/2022

**RESOLUTION OF THE MADISON COUNTY BOARD OF COMMISSIONERS
AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN MADISON
COUNTY AND THE TOWN OF MARSHALL FOR AN EXCHANGE OF REAL
PROPERTY, AND AN APPROPRIATION OF FUNDS BY MADISON COUNTY TO THE
TOWN OF MARSHALL**

THAT WHEREAS Madison County, hereinafter "County", and the Town of Marshall, hereinafter "Town", each own property on Blannahassett Island, a portion of which includes an improvement commonly known as the "Island Gym", which historically has been used for recreational purposes by both the Town and the County; and

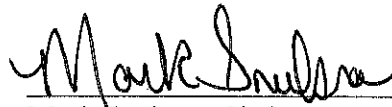
WHEREAS the County and Town have caused their respective properties to be surveyed by Bobby C. McMahan, and a copy of said survey is attached hereto as "Exhibit A."; and

WHEREAS the Town and County have negotiated for an exchange of certain properties as shown on said survey, as well as a disposition of lands, a portion of which are now owned by the County and a portion of which are to be conveyed to the County by exchange, with the agreement that the net proceeds from the disposition by the County of said property shall be appropriated by the County to the Town. All said terms being memorialized in an Agreement Between Local Governments, a copy of which is attached hereto as "Exhibit B."

NOW THEREFORE, be it **RESOLVED** by the Madison County Board of Commissioners as follows:

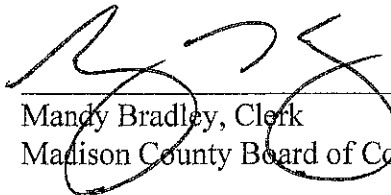
1. That the Chairman is hereby authorized to execute "Exhibit B" attached hereto and county administration is further authorized to take all necessary steps to effectuate the Agreement.

Adopted this the 12th day of July 2022



Mark Snelson, Chairman
Madison County Board of Commissioners

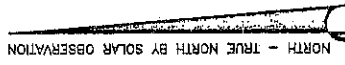
ATTEST:



Mandy Bradley, Clerk
Madison County Board of Commissioners

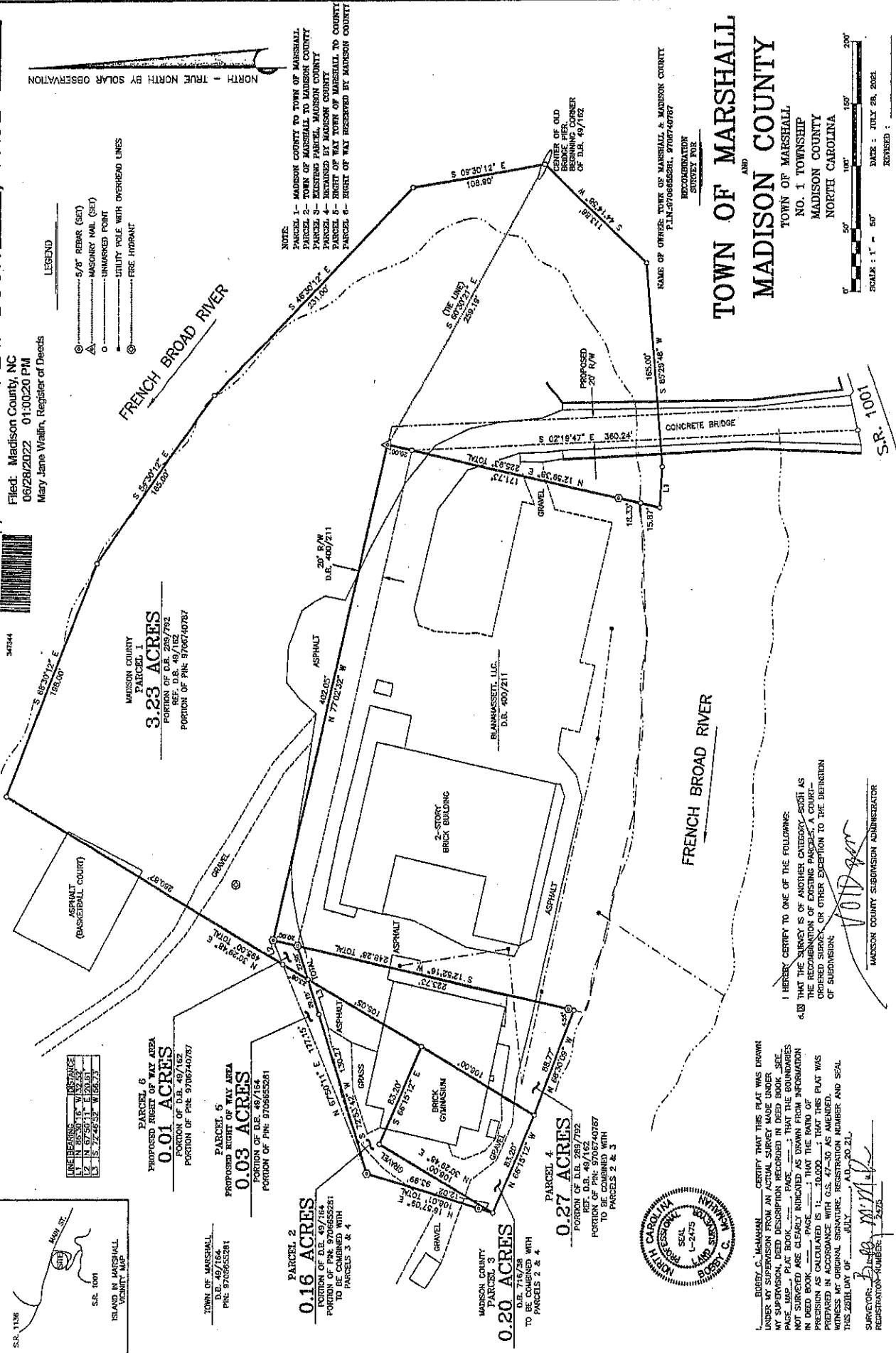
EXHIBIT A

Filed: Madison County, NC
06/28/2022 01:00:20 PM
Mary Jane Wallin, Registrar of Deeds



- LEGEND
- 5/8" REBAR (SET)
 - MASONRY WALL (SET)
 - UNMARKED POINT
 - UTILITY POLE WITH OVERHEAD LINES
 - FIRE HYDRANT

NOTE:
 PARCEL 1 - MADISON COUNTY TO TOWN OF MARSHALL
 PARCEL 2 - TOWN OF MARSHALL TO MADISON COUNTY
 PARCEL 3 - EXISTING PARCEL MADISON COUNTY
 PARCEL 4 - RETAINED BY MADISON COUNTY
 PARCEL 5 - RIGHT OF WAY TOWN OF MARSHALL TO COUNTY
 PARCEL 6 - RIGHT OF WAY RESERVED BY MADISON COUNTY



TOWN OF MARSHALL
 AND
 MADISON COUNTY
 TOWN OF MARSHALL
 NO. 1 TOWNSHIP
 MADISON COUNTY
 NORTH CAROLINA

RECORDATION
 SURVEY NO. 1
 DATE: JULY 28, 2022
 REVISIONS:

McMAHAN & BROCK, P.A. (C-319)
 P.O. BOX 1296
 WEAVERVILLE, N.C. 28787
 828-645-5554

JOB NO. 08-3056
 S:\PLATBOOKS\0008C.DWG

MADISON COUNTY
 PARCEL 1
3.23 ACRES
 PORTION OF D.B. 235/752
 REF. D.B. 49/102
 PORTION OF P.N. 9706740757

LINE	BEARING	DISTANCE
1	N 87°59'11" E	120.91
2	S 72°48'59" W	105.73

PROPOSED RIGHT OF WAY AREA
0.01 ACRES
 PORTION OF D.B. 49/162
 PORTION OF P.N. 9706740757

PROPOSED RIGHT OF WAY AREA
0.03 ACRES
 PORTION OF D.B. 49/164
 PORTION OF P.N. 970655291

PARCEL 2
0.16 ACRES
 PORTION OF D.B. 49/164
 TO BE COMBINED WITH
 PARCELS 3 & 4

MADISON COUNTY
 PARCEL 3
0.20 ACRES
 D.B. 716/258
 TO BE COMBINED WITH
 PARCELS 2 & 4

PARCEL 4
0.27 ACRES
 PORTION OF D.B. 259/792
 REF. D.B. 49/162
 PORTION OF P.N. 9706740757
 TO BE COMBINED WITH
 PARCELS 2 & 3



ROBERT C. McMAHON CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, DEED DESCRIPTION RECORDED IN DEED BOOK SEE PAGE CLERK'S PLAT BOOK NO. 9, PAGE 981, THAT THE BOUNDARIES ARE CORRECTLY INDICATED, THAT THE INFORMATION IN DEED BOOK AND CLERK'S PLAT BOOK IS TRUE AND CORRECT, THAT THE AREA OF THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 28TH DAY OF JULY, 2022.

SURVEYOR: *Robert C. McMahon*
 REGISTRATION NUMBER: 2475

I HEREBY CERTIFY TO ONE OF THE FOLLOWING:
 4. THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE REDEMPTION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

Robert C. McMahon
 MADISON COUNTY SUBDIVISION ADMINISTRATOR

I HEREBY CERTIFY THAT THIS SURVEY IS DEPART FROM THE SUBDIVISION ORDINANCE OF THE TOWN OF MARSHALL.

David K. Allen
 REVIEW OFFICER OF MADISON COUNTY,
 DATE: 6/23/2022

David K. Allen
 REVIEW OFFICER

FILED FOR REGISTRATION ON THE 26 DAY OF June 2022 AT 12:00 O'CLOCK P.M. AND RECORDED IN PLAT BOOK NO. 9, PAGE 981

Mary Jane Wallin
 REGISTER OF DEEDS - MADISON COUNTY
 BY: *David K. Allen* DEPUTY

STATE OF NORTH CAROLINA

COUNTY OF MADISON

AGREEMENT BETWEEN
LOCAL GOVERNMENTS

30 JUNE 2022

THIS LEASE AGREEMENT is made and entered into on this the day and year first above written, by and between, **MADISON COUNTY**, hereinafter "**County**", and the **TOWN OF MARSHALL**, hereinafter "**Town**"; thus

WITNESSETH

THAT WHEREAS The County and Town are the owners of certain tracts of land located on Blannahassett Island, as are more particularly shown and delineated on that plat entitled: "Town of Marshall and Madison County" prepared by Bobby C. McMahan, a copy of which is attached hereto and incorporated herein as "Exhibit A"; and

WHEREAS, the intentions of the parties are as follows:

1. Exchange particular parcels of land as shown on said plat, pursuant to the provisions of North Carolina General Statute 160A-274.
2. County to provide to the Town a contribution of monies to be used by the Town for the construction of a recreational facility to benefit the youth of the County and Town with said facility to be located either in the North Marshall or South Marshall Precinct.

NOW THEREFORE, in consideration of the mutual benefits given and received by the parties hereto, the receipt of which is hereby acknowledged, and pursuant to the terms of North Carolina General Statute 160A-274, the parties, their heirs and assigns, agree as follows:

1. That the County shall convey by Special Warranty Deed to the Town that tract of land containing 3.23 acres and being designated as "Parcel 1" together with road rights of way, all as shown on "Exhibit A" attached hereto in exchange for the Town conveying to the County by Special Warranty Deed that tract of land containing .16 acres and being designated as "Parcel 2" together with road rights of way, all as shown on the attached "Exhibit A."
2. That the County, upon receipt and recordation of the lands conveyed to the County in Paragraph 1 above, shall take immediate steps to declare those

lands, together with those lands containing .20 acres and designated as "Parcel 3", and that tract of land containing .27 acres and being designated as "Parcel 4", both on the attached "Exhibit A" together with easements and road rights of way to the public road, as surplus property, and to further authorize the disposal of said lands pursuant to the provisions of Article 12 of Chapter 160A of the North Carolina General Statutes. Upon the completion of said sale, the County hereby binds itself to appropriate the net proceeds from said sale to the Town for the purposes of future construction and/ or improvement of a recreational facility or facilities located in the North Marshall Precinct or South Marshall Precinct, which said facility shall benefit the youth of the Town and the County. It is specifically understood by the Town and the County that those funds will be held by the County either in a specific Capital Project Ordinance or Grant Project Ordinance and will be distributed to the Town at such time as the Town takes steps to commence the design and/or construction of the facility, or as otherwise agreed to by Town and County.

3. County and Town further covenant and agree that the Town shall release all that property now owned by the County on Blannahassett Island or acquired by the County pursuant to this Agreement, including without limitation: the .20 acre tract of land, the .27 acre tract of land, the .16 acre tract of land, and the .01 acre tract of land; shown respectively as tracts 3,4,2, and 6 on the attached "Exhibit A" from any and all use restrictions or condition imposed upon said lands that the lands be used for a public purpose.

IN TESTIMONY WHEREOF the parties hereto have hereunto set their hands and have affixed their respective seals on this the day and year first above written.

COUNTY OF MADISON

By: Maell Saulson
CHAIRMAN
BOARD OF COMMISSIONERS

ATTEST:

[Signature]
CLERK

TOWN OF MARSHALL

By: Samuel A. Allen
MAYOR

ATTEST:

[Signature]
CLERK

" EXHIBIT A "

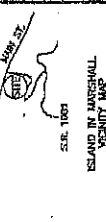
24

Filed: Madison County, NC
08/28/2022 01:00:00 PM
Mary Jane Weathin, Register of Deeds

BOOK 9 PAGE 981 (1)
30744



1	N 85°30'15" E	102.50'
2	N 87°20'11" E	104.87'
3	S 72°46'52" W	158.73'



PARCEL 6
PROPOSED LOTS OF MAY AREA
0.01 ACRES
PORTION OF D.E. 49/162
PORTION OF P.N. 57065-40787

PARCEL 5
PROPOSED LOTS OF MAY AREA
0.03 ACRES
PORTION OF D.E. 49/162
PORTION OF P.N. 57065-40787

PARCEL 2
PORTION OF D.E. 49/162
0.16 ACRES
PORTION OF P.N. 57065-40787
TO BE COMBINED WITH
PARCELS 3 & 4.

MADISON COUNTY
PARCEL 3
0.20 ACRES
D.E. 49/162
TO BE COMBINED WITH
PARCELS 2 & 4.

PARCEL 4
PORTION OF D.E. 49/162
0.27 ACRES
PORTION OF P.N. 57065-40787
TO BE COMBINED WITH
PARCELS 3 & 3.

MADISON COUNTY
PARCEL 1
3.23 ACRES
PORTION OF D.E. 289/782
PORTION OF P.N. 57065-40787

FRENCH BROAD RIVER

FRENCH BROAD RIVER



I, DAVID C. MAHAN, SURVEYOR, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, DEED DESCRIPTIONS RECORDED IN DEED BOOK SEE PAGE 1007, PLAT BOOK 9, PAGE 981, THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION BY DEED BOOK 9, PAGE 981, THAT THE PART OF PARCEL 1 AS INDICATED IS 11.10000 ± THAT THIS PLAT WAS DRAWN AS DESCRIBED WITH D.E. 49/162 AS AMENDED, WITH D.E. 289/782, P.N. 57065-40787, AND D.E. 49/162, P.N. 57065-40787.

SURVEYOR: *David C. Mahan*
REGISTRATION NUMBER: 2025

FILED FOR REGISTRATION ON THE 28th DAY OF AUGUST 2022
AT 1:00 P.M. AND RECORDED IN PLAT BOOK 9, PAGE 981
BY: *Mary Jane Weathin* REGISTER OF DEEDS - MADISON COUNTY
DEPUTY

I HEREBY CERTIFY TO ONE OF THE FOLLOWING:
4.01 THAT THE SURVEY IS OF ANOTHER CHAINED, FIRST AS THE RECONSTRUCTION OF EXISTING PARCELS, A COURSE-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION;
4.02 THAT THE SURVEY IS OF ANOTHER CHAINED, FIRST AS THE RECONSTRUCTION OF EXISTING PARCELS, A COURSE-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION;
4.03 THAT THE SURVEY IS OF ANOTHER CHAINED, FIRST AS THE RECONSTRUCTION OF EXISTING PARCELS, A COURSE-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

David C. Mahan
MADISON COUNTY SUBDIVISION COMMISSIONER

I HEREBY CERTIFY THAT THIS SURVEY IS EXEMPT FROM THE SUBDIVISION ORDINANCE OF THE TOWN OF MARSHALL.
DATE: 8/28/2022

David C. Mahan
ZONING ENFORCEMENT OFFICER

NORTH - TRUE NORTH BY SOLAR OBSERVATION

- LEGEND
- 5/8" REBAR (SET)
 - UNMARKED NAIL (SET)
 - UNMARKED POINT
 - UTILITY POLE WITH OVERHEAD LINES
 - PIRE HYDRANT

- NOTES
- MADISON COUNTY TO TOWN OF MARSHALL
 - TOWN OF MARSHALL TO MADISON COUNTY
 - EXISTING PARCEL, MADISON COUNTY
 - REARDED BY MADISON COUNTY
 - RIGHT OF WAY TOWN OF MARSHALL TO COUNTY
 - RIGHT OF WAY RECEIVED BY MADISON COUNTY

CENTER OF OLD
BUILDING CORNER
OF D.E. 49/162

NAME OF OWNER: TOWN OF MARSHALL & MADISON COUNTY
E.L.N. 57065-40787
RECONSTRUCTION
SURVEY FOR

TOWN OF MARSHALL
AND
MADISON COUNTY

TOWN OF MARSHALL
NO. 1 TOWNSHIP
MADISON COUNTY
NORTH CAROLINA

SCALE 1" = 50'
DATE: JULY 28, 2022

McMAHAN & BROCK, P.A. (C-319)
P.O. BOX 1296
WEAVERVILLE, N.C. 28787
828-645-5564

MEMORANDUM OF UNDERSTANDING

Attachment 8.2

(FISCAL YEAR 2022-23 and 2023-24)

BETWEEN

**THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
MADISON COUNTY**

**A Written Agreement Pursuant to N.C. Gen. Stat. § 108A-74,
an Act of the North Carolina General Assembly**

This Memorandum of Understanding ("MOU") is made by and between the North Carolina Department of Health and Human Services, (hereinafter referred to as the "Department") and MADISON COUNTY a political subdivision of the State of North Carolina (hereinafter referred to as the "County") to comply with the requirements of law, N.C. Gen. Stat. § 108A-74. The Department and the County may be referred to herein individually as a "Party" and collectively as the "Parties."

TERMS OF UNDERSTANDING

In consideration of the mutual promises and agreements contained herein, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree to this MOU, effective July 1, 2022, in compliance with the mandates of law enacted by the North Carolina General Assembly and in recognition of possible amendments by the General Assembly, the Parties further agree to conform to changes made to the law, notwithstanding a contractual term previously agreed upon.

1.0 Parties to the MOU

The only Parties to this MOU are the North Carolina Department of Health and Human Services and MADISON COUNTY, a political subdivision of the State of North Carolina.

1.1 Relationships of the Parties

Nothing contained herein shall in any way alter or change the relationship of the parties Parties as defined under the laws of North Carolina. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the County. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and County that any such person or entity, other than the Department or the County, receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.

Subcontracting: The County shall be responsible for the performance of all of its subcontractors. The County shall disclose the names of its subcontractors to the Department within thirty (30) days of the execution thereof. The County shall also provide additional information concerning its subcontractors as may be requested by the Department within thirty (30) days of the request. The

County additionally agrees not to enter into any confidentiality agreement or provision with a subcontractor or other agent to provide services related to this MOU that would prevent or frustrate the disclosure of information to the Department. Subcontractors shall be defined under this MOU to mean any party the County enters into a contractual relationship with for the complete administration of one or more social services programs covered by this MOU. Temporary employees hired by the County shall not be considered subcontractors under this MOU.

Assignment: No assignment of the County's obligations or the County's right to receive any funding made in any way concerning the matters covered by this MOU hereunder shall be permitted.

2.0 Terms of the MOU

The term of this MOU shall be for a period of two years beginning July 1, 2022 and ending June 30, 2024.

2.1 Default and Modification

Default: In the event the County fails to satisfy the mandated performance requirements as set forth in **Attachment I** or fails to otherwise comply with the terms of this MOU, the Department may withhold State and/or federal funding. Any such withholding shall be in compliance with, and as allowed by, state and/or federal law.

Performance Improvement: Prior to the Department exercising its authority to withhold State and/or federal funding for a failure to satisfy the mandated performance requirements set forth in **Attachment I** or failure to meet the terms of this MOU, the process for performance improvement set forth in N.C. Gen. Stat. § 108A-74 will govern. Nothing contained in this MOU shall supersede or limit the Secretary's authority to take any action otherwise set forth in N.C. Gen. Stat. § 108A-74.

Waiver of Default: Waiver by the Department of any default or breach in compliance with the terms of this MOU by the County shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this MOU unless stated to be such in writing, signed by an authorized representative of the Department and the County and attached to the MOU.

Force Majeure: Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, public health emergency or other catastrophic natural event or act of God.

Modification: The terms and conditions of this MOU may only be modified by written agreement of the Parties, signed by an authorized representative of the Parties.

3.0 MOU Documents

The Recitals and the following attachments are incorporated herein by reference and are part of this MOU:

- (1) The portions hereof preceding the Terms of Understanding, including but not limited to the Introductory paragraph and the Recitals, which are contractual as well as explanatory
- (2) The Terms of Understanding
- (3) Attachment I -- Mandated Performance Requirements:
 - a. I-A: Energy Programs
 - b. I-B: Work First
 - c. I-C: Food and Nutrition Services
 - d. I-D: Child Welfare -- Foster Care
 - e. I-E: Adult Protective Services
 - f. I-F: Special Assistance
 - g. I-G: Child Support Services
- (4) Attachment II - Child Welfare - CFSSR

4.0 Entire MOU

This MOU and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements between the Parties.

5.0 Definitions

While "County" is used as an abbreviation above, the following definitions, some of which are contained in N.C. Gen. Stat. § 108A-74(a), also apply to this MOU:

- (1) "County department of social services" also means the consolidated human services agency, whichever applies.
- (2) "County director of social services" also means the human services director, whichever applies.
- (3) "County board of social services" also means the consolidated human services board, whichever applies.
- (4) "Child welfare services or program" means protective, foster care, and adoption services related to juveniles alleged to be abused, neglected, or dependent as required by Chapter 7B of the General Statutes.
- (5) "Social services programs" or "Social services programs other than medical assistance" means social services and public assistance programs established in Chapter 108A other than the medical assistance program (Part 6 of Article 2 of Chapter 108A). This includes, but is not limited to, child welfare programs, adult protective services, guardianship services for adults, and programs of public assistance established in Chapter 108A. It also includes the child support enforcement program, as established in Article 9 of Chapter 110 of the General Statutes, and the North Carolina Subsidized Child Care Program.

To the extent that any term used herein is defined by a statute or rule applicable to the subject matter of this MOU, the statutory or rule definition shall control. For all remaining terms, which are not defined by statute or rule, those terms shall have their ordinary meaning. Should any further

definition be needed, the Parties agree that the meanings shall be those contained in the current version (as of the time the dispute or question arises) of Black's Law Dictionary, and if not defined therein, then of a published unabridged modern American English Language Dictionary published since the year 2000.

6.0 Audit Requirements

The County shall furnish to the State Auditor, upon his/her request, all books, records, and other information that the State Auditor needs to fully account for the use and expenditure of state funds in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

7.0 Record Retention

The County shall retain records at its own expense in accordance with applicable State and Federal laws, rules, and regulations. The County shall facilitate and monitor the compliance of its subcontractors with all applicable requirements of record retention and disposition.

In order to protect documents and public records that may be the subject of Department litigation, the Department shall notify the County of the need to place a litigation hold on those documents. The Department will also notify the County of the release of the litigation hold. If there is no litigation hold in place, the documents may be destroyed, disposed of, or otherwise purged through the biannual Records Retention and Disposition Memorandum from the Department's Controller's Office.

8.0 Liabilities and Legal Obligations

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this MOU. Nothing contained herein is intended to alter or change the relationship of the Parties as defined under the laws of the State of North Carolina.

9.0 Confidentiality

Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Department or to the County under this MOU shall be kept confidential and not divulged or made available to any individual or organization except as otherwise provided by law. The Parties shall comply with all applicable confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative simplification rules codified at 45 Parts 160, 162, and 164, alcohol and drug abuse patient records laws codified at 42 U.S.C. §290dd-2 and 42 CFR Part 2, and the Health Information Technology for Economics and Clinical Health Act (HITECH Act) adopted as part of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5).

10.0 Secretary's Authority Undiminished

Certain functions delegated to the County pursuant to this MOU are the duty and responsibility of the Department as the grantee of federal grant funds. The Parties understand and agree that nothing in this MOU shall be construed to diminish, lessen, limit, share, or divide the authority of the Secretary of the Department to perform any of the duties assigned to the Department or its Secretary by the North Carolina General Statutes, the terms and conditions of the federal funds and their applicable laws and regulations or other federal laws and regulations regarding any federal funding which is used by the Department to reimburse the County for any of its duties under this MOU.

11.0 MOU does not Diminish Other Legal Obligations

Notwithstanding anything to the contrary contained herein and to facilitate the mandated performance requirements of N.C. Gen. Stat. § 108A-74, the Parties acknowledge and agree that this MOU is not intended to supersede or limit, and shall not supersede or limit, the County's obligations to comply with all applicable: 1) federal and state laws; 2) federal and state rules; and 3) policies, standards, and directions of the Department, as all such currently exist and may be amended, enacted, or established hereafter.

12.0 Notice

The persons named below shall be the persons to whom notices provided for in this MOU shall be given. Either Party may change the person to whom notice shall be given upon written notice to the other Party. Any notice required under this MOU will only be effective if actually delivered to the Parties named below. Delivery by hand, by first class mail, or by email are authorized methods to send notices.

For the Department of Health and Human Services, Division of Social Services

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Susan Osborne, Assistant Secretary NCDHHS 2417 Mail Services Center Raleigh, NC 27699-2001	Susan Osborne NCDHHS Doretha Dix Campus, McBryde Building Phone: 919-527-6338 E-mail: Susan.Osborne@dhhs.nc.gov

For MADISON COUNTY:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS

13.0 Responsibilities of the Department

The Department hereby agrees that its responsibilities under this MOU are as follows:

- (1) The Department shall develop performance requirements for each social services program based upon standardized metrics utilizing reliable data. The performance requirements are identified in Attachments I and II.
- (2) The Department shall provide supervision, program monitoring and technical assistance to the counties in the administration of social services programs.
- (3) The Department shall provide leadership and coordination for developing strategies that address system-level barriers to the effective delivery of social services programs, including but not limited to: the Administrative Office of Courts, the LME/MCO, Department of Public Instruction, and the Department of Public Safety.
- (4) The Department shall have the following administrative responsibilities:
 - a. Staff Training and Workforce Development:
 - i. Develop training requirements for county personnel and provide guidance for adequate staffing patterns related to the provision of social services programs. The Department will publish annually, a list of required and recommended trainings for county personnel directly involved in the administration of social services programs covered under this MOU.
 - ii. Develop training curricula and provide, timely, adequate access to statewide training opportunities for county personnel related to the provision of social services programs. Training opportunities may include in-person, self-guided, web-based and remotely facilitated programs.
 - iii. The Department will publish a training calendar, at least quarterly, notifying the counties of training opportunities.
 - iv. Provide timely written guidance related to new federal or state statutes or regulations. The Department will provide information in advance of the effective date of new policy to the extent possible, including interpretations and clarifications of existing policy.
 - v. Provide technical assistance and training in areas where quality control, monitoring or data indicates a lack of correct application of law, rule or policy.
 - b. Performance Monitoring:
 - i. Monitor and evaluate county compliance with applicable federal and state laws, rules and policies.
 - ii. Provide feedback to counties with recommended changes when necessary.

- iii. Monitor that all financial resources related to the provision of social services programs covered by this MOU are utilized by the county in compliance with applicable federal and state laws.
- c. Data Submission:
 - i. Maintain and review data submitted by counties pursuant to the mandatory performance requirements.
 - ii. Provide counties with reliable data related to their performance requirements as well as accuracy and timeliness of programs in accordance with state and federal program guidelines. This includes but is not limited to processing applications and recertification, quality control standards, program statistics and fiscal information.
 - iii. The Department shall be responsible for the maintenance and functionality of its information systems utilized in the statewide administration of social services programs covered by this MOU.
- d. Communication:
 - i. Provide counties with clarification or explanation of law, rule or policy governing social services programs when necessary or as requested.
 - ii. Disseminate policy on social services programs and provide counties with timely information on any updates to policy.
 - iii. Provide timely information to counties on any changes to federal law or policy made known to the Department.
 - iv. Provide counties with a timely response to requests for technical assistance or guidance.
 - v. Maintain all policies covering social services programs in a central, accessible location. Policies will be updated, to the extent possible, in advance of the effective date of any new policies or policy changes.
 - vi. Provide counties with an opportunity to submit questions, concerns and feedback related to the administration of social services programs to the Department and provide County a timely response to such communication.
 - vii. Communicate proactively with the County Director of Social Services on matters that effect social services programs covered under this MOU.
 - viii. Communicate directly with the County Manager, Governing Boards, and the County Director of Social Services on matters including but not limited to, corrective action, and significant changes to law, rule and policy that impact the administration of social services programs covered by this MOU.
- e. Inter-agency Coordination:
 - i. Provide guidance to counties in the event they are unable to reach a resolution on a conflict of interest that arises related to the provision of social services programs covered by this MOU.
 - ii. Provide guidance for county DSS personnel on federal and state Emergency Management, mass shelter, Business Continuity Plan (BCP) and Continuity of Operations Plan (COOP) requirements.
 - iii. Coordinate with and communicate to county DSS agencies regarding available and required training opportunities associated with DSS Mass Shelter, BCP and COOP responsibilities.

- iv. Assist and support counties as needed in implementation of operational functions of mass shelter operations and as needed during other emergencies as they arise.
- (5) The Department shall timely meet all of its responsibilities contained in this MOU. "Timely" shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, and policy. Where timeliness is not otherwise defined, "timely" shall mean within a reasonable time under the circumstances.

14.0 Responsibilities of the County

The County hereby agrees that its responsibilities under this MOU are as follows:

- (1) The County shall adhere to the mandated performance requirements for each social services program as identified in Attachment I. The County will ultimately work toward achievement of the Standard Measure for all performance requirements set forth in Attachments I and II.
- (2) The County shall comply with the following administrative responsibilities
 - a. Staff Requirements and Workforce Development:
 - i. The personnel, including new hires and existing staff, involved in the County's provision of social services programs covered by this MOU shall complete all required and necessary training, which is documented as required by federal and state law and policy.
 - b. Compliance:
 - i. Perform activities related to its social services programs in compliance with all applicable federal and State laws, rules, regulations and policies. Nothing contained herein is intended to, nor has the effect of superseding or replacing state law, rules or policy related to social services programs.
 - ii. Develop and implement internal controls over financial resources related to the County's social services programs to ensure that all financial resources are used in compliance with applicable federal and state laws.
 - iii. Provide and adhere to corrective action plans as required based on monitoring findings and the Single Audit.
 - c. Data Submission:
 - i. Maintain accurate, thorough records of all social services programs covered by this MOU, in particular, records related to the mandated performance requirements that can be accessed for the purpose of data collection, service provision, monitoring or consultation
 - ii. Ensure reliable data entry into state systems utilized for the administration of social services programs covered under this MOU.
 - iii. Provide, upon request, data to the state for the purpose of, but not limited to, conducting monitoring, case file reviews, error analysis and quality control.
 - iv. Utilize data to understand the performance of their county and to conduct analysis and implement changes where needed if performance measures are not being met.
 - d. Communication:
 - i. Respond and provide related action in a timely manner to all communications received from the Department.

- ii. Provide timely information on all matters that have a potential negative impact on the social services programs they administer, including but not limited to, litigation risks (not including child welfare cases governed by Chapter 7B or adult services cases governed by Chapter 35A or 108A), network and computer issues, or data breaches.
- iii. Provide timely information regarding temporary or permanent changes to the Social Services Governing Board. or the County Social Services Director, including retirements, separations, or any leaves of absence greater than two calendar weeks.
- e. Inter-agency Cooperation:
 - i. Ensure that county social services personnel complete required training and are prepared to engage in Disaster Management, mass shelter, BCP and COOP operations.
 - ii. Ensure that all plans and systems are in place to meet potential disaster (natural, technical, otherwise) response requirements.
 - iii. Engage with DHHS, state Emergency Management and local leadership in associated efforts.
 - iv. Assist or operate mass shelter operations or other required disaster management responsibilities.

(3) The County shall timely meet all its responsibilities contained in this MOU. "Timely" shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, policy or as otherwise required by the Department. If timeliness is not otherwise defined, "timely" shall mean within a reasonable time under the circumstances.

15.0 Data Security and Reporting

Data Security: The County shall adopt and apply data privacy and security requirements to comply with all applicable federal, state, department and local laws, regulations, and rules. To the extent that the Department and the County have already entered into one or more data privacy agreements covering all or any portion of the work to be performed under this MOU, the Parties hereby adopt and incorporate such agreements by reference into this MOU as if fully set forth herein.

Duty to Report: The County shall report all privacy and security incidents related to the provision of social services programs covered by the MOU to the Department and the Privacy and Security Office within twenty-four (24) hours after the privacy and security incident is first discovered, provided that the County shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the incident is first discovered. During the performance of this MOU, the County is to notify the Department of any contact by the federal Office for Civil Rights (OCR) received by the County related to the provision of social services programs covered by the MOU. In case of a privacy and security incident, the County, including any subcontractors or agents it retains, shall fully cooperate with the Department.

16.0 Miscellaneous

Choice of Law: The validity of this MOU and any of its terms or provisions, as well as the rights and duties of the Parties to this MOU, are governed by the laws of North Carolina. The Parties, by signing this MOU, agree and submit, solely for matters concerning this MOU, to the exclusive

jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this MOU and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This MOU may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Department and the County. The Parties agree to obtain any necessary approvals, if any, for any amendment prior to such amendment becoming effective. Also, the Parties agree that legislative changes to state law shall amend this MOU by operation of law to the extent affected thereby.

Effective Date: This MOU shall become effective July 1, 2022 and shall continue in effect until June 30, 2024.

Signature Warranty: Each individual signing below warrants that he or she is duly authorized by the party to sign this MOU and to bind the party to the terms and conditions of this MOU.

MADISON COUNTY

BY: Burling M. Hauler
Name

TITLE: Child Support Director

DATE: 6/20/2022

BY: [Signature]
Name

TITLE: Interim County Manager

DATE: June 30, 2022

North Carolina Department of Health and Human Services

BY: _____
Secretary, Department of Health and Human Services

DATE: _____

AGREEMENT FOR ENGINEERING SERVICES

This **AGREEMENT FOR ENGINEERING SERVICES** is made and entered into this the ^{12th} ~~20th~~ day of ^{July} ~~June~~ 2022, by and between the Madison County, North Carolina (Madison) (**OWNER**) and **McGill Associates, P.A. (ENGINEER)**.

WHEREAS, Madison County proposes to do certain water system extensions and possible wastewater collection system extensions in the NC 213 corridor between the Town of Mars Hill and Town of Marshall and that proposed improvements are being funded through a special earmark funding package from the State of North Carolina. Madison County has engaged McGill Associates to provide professional engineering services for the projects. The final scope of the project is to be determined through a preliminary phase of services. Those services are defined as follows and are covered by this initial agreement:

1. Prepare a preliminary hydraulic analysis of water system improvements to convey potable drinking water along the NC 213 corridor between the Town of Mars Hill and Town of Marshall Water distribution system.
2. Develop a preliminary water system project to interconnect the Town of Mars Hill and Town of Marshall Water distribution systems including finished water storage and pumping facilities and proposed distribution line sizes.
3. Develop an updated opinion of total project costs for the water distribution system improvements.
4. Develop options to extend the Town of Marshall wastewater collection system northeast along NC 213 to the general vicinity of the French Broad Electric Operations Center and the extension of the Town of Mars Hill wastewater collection system southwest along NC 213 toward the Blue Ridge Funeral Home and SR1589 (Bull Creek Road) and SR1585 (Gabriels Creek Road).
5. Develop an updated opinion of total project costs for the sewer collection system improvements.
6. Meet with County staff and present costs estimates and proposed projects and finalize those components to be included in the final earmark funding request.
7. On behalf of Madison County complete the "Form for recipients of water, wastewater, and stormwater project appropriations in the FY 2021-2022 Budget Bill (S.L. 2021-180) of the General Assembly of North Carolina, Sections 12.13. (d), (e), (f), and Section 12.14. (b) and submit to the North Carolina Division of Water Infrastructure.

WHEREAS, the **ENGINEER** desires to provide professional planning, and engineering services in accordance with this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and benefits contained herein, it is hereby mutually understood and agreed as follows:

SECTION 1 - GENERAL SERVICES

The **ENGINEER** shall:

- 1.1 The **ENGINEER** shall, as directed by the **OWNER**, provide professional engineering services for the **OWNER** in all phases of the project; serve as **OWNER**'s professional engineering representative for the project; and shall give professional consultation and advice to **OWNER** during the performance of the services hereunder.
 - 1.2 The **ENGINEER** shall provide all necessary personnel required in performing the project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual
- Engineering Services Agreement – Madison County – Earmark Special Funding (Water and Sewer NC 213) – project # 2200333

relationship with the OWNER. All services rendered hereunder shall be performed by the ENGINEER or under his supervision and all personnel engaged in the project shall be fully qualified under North Carolina law to perform such services.

- 1.3 The ENGINEER shall seek and obtain authorization from the OWNER before proceeding with the project, or before performing any Additional Services as described in Section 3, or before performing any other services which would not be included in the fee for Basic Services set forth in Section 6 hereof, subject to OWNER's right to terminate as herein provided.
- 1.4 The ENGINEER shall comply with existing federal, state and local laws and regulations regarding equal employment opportunity. The ENGINEER is further obligated to include requirements hereunder in any subcontract written by him in association with this agreement.

SECTION 2 - BASIC SERVICES

2.1 Preliminary Phase

The preliminary Phase of work shall be as follows:

1. Prepare a preliminary hydraulic analysis of water system improvements to convey potable drinking water along the NC 213 corridor between the Town of Mars Hill and Town of Marshall Water distribution system.
2. Develop a preliminary water system project to interconnect the Town of Mars Hill and Town of Marshall Water distribution systems including finished water storage and pumping facilities and proposed distribution line sizes.
3. Develop an updated opinion of total project costs for the water distribution system improvements.
4. Develop options to extend the Town of Marshall wastewater collection system northeast along NC 213 to the general vicinity of the French Broad Electric Operations Center and the extension of the Town of Mars Hill wastewater collection system southwest along NC 213 toward the Blue Ridge Funeral Home and SR1569 (Bull Creek Road) and SR1565 (Gabriels Creek Road).
5. Develop an updated opinion of total project costs for the sewer collection system improvements.
6. Meet with County staff and present costs estimates and proposed projects and finalize those components to be included in the final earmark funding request.
7. On behalf of Madison County complete the "Form for recipients of water, wastewater, and stormwater project appropriations in the FY 2021-2022 Budget Bill (S.L. 2021-180) of the General Assembly of North Carolina, Sections 12.13. (d), (e), (f), and Section 12.14. (b) and submit to the North Carolina Division of Water Infrastructure.

SECTION 3 - ADDITIONAL SERVICES

If authorized by the OWNER, the ENGINEER will furnish or obtain from others additional services of the following types which are not considered Basic Services under this agreement.

- 3.1.1 Additional services resulting from significant changes in general scope of the project, but not limited to changes in size and/or complexity of the hydraulic model, or the OWNER 's schedule.

- 3.1.2 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the project.
- 3.1.3 Additional services in connection with the project, including services normally furnished by the OWNER and services not otherwise provided for in this agreement.

SECTION 4 - OWNER'S RESPONSIBILITIES

The OWNER shall:

- 4.1 Provide full information as to its requirements for the project.
- 4.2 Assist the ENGINEER by placing at his disposal all available information pertinent to the project including previous documents and any other data relative to evaluation of the project.
- 4.3 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services under this agreement.
- 4.5 Designate a person to act as OWNER's representative with respect to the work to be performed under this agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.
- 4.6 Examine documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 4.7 Provide such legal, accounting and insurance counseling services as may be required for the project, and such auditing services as may be required to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.
- 4.8 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the project.
- 4.9 Furnish or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this agreement or other services as required.

SECTION 5 - PERIOD OF SERVICES

- 5.1 Unless this agreement has been terminated as provided in paragraph 7.1, the ENGINEER will be obligated to render services hereunder for a period which may reasonably be required for the services described herein. The ENGINEER may decline to render further services hereunder if the OWNER fails to give prompt approval of the various phases as outlined. Upon receiving a written authorization to proceed, the ENGINEER shall provide the OWNER with a written schedule of completion for the services so authorized.
- 5.2 If the design of the project is delayed significantly for reasons, beyond the ENGINEER's control, the various rates of compensation provided for elsewhere in this agreement shall be subject to renegotiation. It is expressly understood by all parties to the agreement that a delay of several months may occur between completion of design and commencement of construction. This shall not be considered significant.

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 Payment for Basic Services

- 6.1.1 The OWNER will pay the ENGINEER for Basic Additional Services as outlined in Section 2 an amount based on actual time spent and expenses incurred by principals and employees of the ENGINEER assigned to the project in accordance with Attachment A - Basic Fee Schedule, should any of these services be requested by the OWNER.

6.2 Payment for Additional Services

- 6.2.1 The OWNER will pay the ENGINEER for Additional Services as outlined in Section 3 an amount based on actual time spent and expenses incurred by principals and employees of the ENGINEER assigned to the project in accordance with Attachment A - Basic Fee Schedule, should any of these services be requested by the OWNER.

6.3 Times of Payment

- 6.3.1 The OWNER will make prompt monthly payments in response to the ENGINEER's monthly statements for all services rendered under this agreement.

6.4 General

- 6.4.1 If the OWNER fails to make any payment due the ENGINEER for his services and expenses within sixty (60) days after receipt of the ENGINEER's bill therefore, the ENGINEER may, after giving seven (7) days written notice to the OWNER, suspend services under this agreement until he has been paid in full all amounts due him on account of his services and expenses.
- 6.4.2 If the agreement is terminated, at the completion of any phase of the Basic Services called for under Section 2, progress payment to be made to the ENGINEER on account of services rendered shall constitute total payment for services rendered. If this agreement is terminated during any phase of the Basic Services, except for termination due to breach of the terms and conditions of the agreement by ENGINEER, the ENGINEER shall be paid for services rendered on the basis of his reasonable estimate of the portion of such phase completed prior to termination. In the event of termination, except for termination due to breach of the terms and conditions of the agreement by ENGINEER, the ENGINEER will be paid for any unpaid reasonable reimbursable expenses.
- 6.4.3 If, prior to termination of this agreement, any work designed or specified by the ENGINEER, under Section 2, is suspended in whole or in part for more than three (3) months or is abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed prior to receipt of such notice from the OWNER as provided in paragraph 6.4.2 for termination during any phase of his service, except for suspension of work due to breach of the terms and conditions of the agreement by ENGINEER..

SECTION 7 - GENERAL CONDITIONS

7.1 Termination

- 7.1.1 In the event that the OWNER finds that it is inadvisable or impossible to continue the execution of the project; or if the ENGINEER shall fail to fulfill in a timely and proper manner his obligations under this agreement; or, if the ENGINEER shall violate any of the covenants, agreements, or

stipulations of this agreement; or if the services called for in this agreement are not completed within the time period specified under Section 6, or if the ENGINEER becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors; then the OWNER has the right to terminate at any time this agreement or any task or phase of work being performed herein by providing thirty (30) days written notice to the ENGINEER of such termination and specifying the effective date of such termination; provided, however, that during such period of thirty (30) days the ENGINEER shall have the opportunity to remedy such failures or violations to avoid such termination. Termination of the agreement by OWNER pursuant to this paragraph 7.1.1 shall not limit the OWNER'S right to pursue any legal or equitable remedy for damages available under the law.

7.2 Ownership of Documents

7.2.1 All documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the ENGINEER as instruments of service. The OWNER shall be provided a set of reproducible record prints of drawings, and copies of other documents, in consideration of which the OWNER will use them solely in connection with the project, and not for the purpose of making subsequent extensions or enlargements hereto and not for resale.

7.3 Insurance and Claims

7.3.1 The ENGINEER will secure and maintain such insurance as will protect him and the OWNER from claims under workmen's compensation acts, claims for damages because of bodily injury including personal injury, sickness, or disease, or death of any of his employees or of any person other than his employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom. Said insurance policy or policies shall be written by a company or companies and in a form and substance approved by the OWNER prior to the policies being put into effect and shall be in an amount not less than one million dollars (\$1,000,000) and shall name the OWNER as an additional insured.

7.4 Successors and Assigns

7.4.1 The OWNER and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this agreement; except as above, neither the OWNER nor the ENGINEER will assign, sublet or transfer his interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

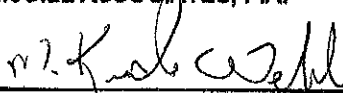
7.5 Entire Agreement

7.5.1 This agreement constitutes the entire agreement between the OWNER and ENGINEER and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented or modified by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement as of the day and year first written above.

McGILL ASSOCIATES, P.A.

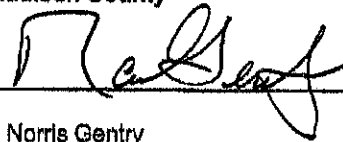
By:



M. Keith Webb, PE
Vice President

Madison County

By:



Norris Gentry
Manager – County Commissioner

ATTACHMENT A - BASIC FEE SCHEDULE

BASIC FEE SCHEDULE

June 2022

<u>PROFESSIONAL FEES</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
Senior Principal	\$255			
Principal – Regional Manager – Director	\$210	\$220	\$235	\$245
Practice Area Lead	\$180	\$200	\$215	\$225
Senior Project Manager	\$190	\$210	\$215	\$220
Project Manager	\$165	\$180	\$185	\$190
Project Engineer	\$130	\$140	\$150	\$160
Engineering Associate	\$110	\$115	\$120	\$125
Planner- Consultant – Designer	\$110	\$125	\$145	\$160
Engineering Technician	\$100	\$115	\$125	\$135
CAD Operator – GIS Analyst	\$ 85	\$ 90	\$100	\$105
Construction Services Manager	\$140	\$155	\$165	\$180
Construction Administrator	\$105	\$120	\$130	\$135
Construction Field Representative	\$90	\$100	\$105	\$110
Environmental Specialist	\$90	\$100	\$105	\$110
Surveyor	\$95	\$110	\$120	\$125
Surveying Associate	\$75	\$80	\$85	\$90
Survey Technician	\$80	\$85	\$90	\$95
Survey Field Technician	\$70	\$75	\$80	\$85
Administrative Assistant	\$75	\$80	\$90	\$100
Grant Administrator	\$115	\$130	\$145	\$155
Financial Services Manager	\$135	\$145	\$155	\$165

1. EXPENSES

- a. Mileage - \$0.70/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. ASSOCIATED SERVICES -

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

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

CONTRACTOR: McGill Associates, P.A.
COUNTY DEPARTMENT: Administration
SUBJECT OF CONTRACT: Agreement for Engineering Services
DATE/TERM OF CONTRACT: July 12, 2022

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: M. Kirk Webb Title: Vice President
For MADISON COUNTY [Signature] Title: ICM

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

By: Kayleford
Madison County Finance Officer

CONFIDENTIAL RETAINER AGREEMENT

MADISON COUNTY, NORTH CAROLINA, (“Client”), hereby retains the below-listed law firms (“Counsel”) to represent it in individual and/or class litigation claims regarding anticompetitive, monopolistic, overpriced, unfair, deceptive, or inflated medical billing and charging practices and/or related practices by HCA Healthcare, Inc., HCA Management Services, LP, HCA, Inc., MH Master Holdings, LLLP, MH Hospital Manager, LLC, MH Mission Hospital, LLLP, ANC Healthcare, Inc. f/k/a Mission Health System, Inc, and Mission Hospital, Inc. and their subsidiaries and affiliates, and/or other potential claims for loss, damage or injury regarding monopolization, attempted monopolization, antitrust violations, Sherman Act, Clayton Act, and state law antitrust-related violations, and other acts, omissions and improper anticompetitive practices affecting the Client and others similarly situated.

The Counsel in this matter is as follows:

HIGGINS BENJAMIN, PLLC
301 North Elm Street, Suite 800
Greensboro, NC 27401

BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103

LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
275 Battery Street, Suite 2900
San Francisco, CA 94111

LEGAL SERVICES

Unless this agreement is changed or canceled in writing by Counsel or Client as set forth below, Counsel agrees to review Client’s facts and provide confidential attorney-client assistance and investigate and litigate rights and claims Client may have against Defendants in one or more individual, mass and/or class actions, and to pursue those claims on Client’s behalf, as well as any class that Client may seek to represent, competently and diligently. Counsel will serve as the counsel in the litigation and will be responsible for all communications with Client, including, but not limited to, keeping Client advised as to the progress of the case.

In the event that there is an adverse decision on any action to which Client is a party, Counsel will review again the legal claims to determine whether they will provide Client with legal representation in an appeal of the decision. If Client becomes a party to more than one action, Client understands that Counsel may not be successful in each case. If one individual or class action is terminated adversely and others continue, Client understands that Client will not have claims in the terminated action but only in the action(s) that continue. Similarly, if a separate legal action or the defense of a

counterclaim becomes necessary as part of the litigation of Client's claim, Counsel will have the right to determine whether to provide Client with legal representation in any such separate case or defense of a counterclaim pursuant to a separate written agreement at a fee to be agreed upon at that time.

COUNSEL FEES/COSTS

Client understands that Client will not be required to pay any Counsel fees to Counsel other than through a deduction for the payment of reasonable fees from a recovery pursuant to individual contingent fee arrangements, and/or, from a common fund created as part of the settlement of the individual or class claims filed, or judgment entered, in the action as set forth below, or if the Defendants agree to pay the lawyers a fee for the lawyers' work in the claim process. Client further understands that the case is one in which Defendants may be required to pay reasonable attorney fees to Counsel. Client authorizes Counsel to seek and collect reasonable attorney fees in addition to any relief they are seeking for Client and for any class. Client agrees that Counsel may keep any attorney fees that are obtained through court or agency order or settlement of the case.

Client agrees that Counsel shall be entitled to receive the greater of: (i) legal fees awarded or approved by the Court to be paid by the Defendants under any statute or rule; or (ii) a fee of 40% of the amount of any recovery obtained from Defendants; however, in the event the matter proceeds and resolves as a certified class action, any attorney fee and cost award must be subject to Court approval and said Court approval may be based on factors including novelty and complexity of the issues, time spent by the law firms, results achieved and other factors.

Any attorney fees ordered or agreed to be paid by the Defendants shall be credited against the 40 percent fee (or court-approved fee) which the attorneys are entitled to recover.

In calculating the amount of any recovery, the value of all non-damages benefits obtained for Client and any potential class Client will represent, including but not limited to medical billing reduction or refund, medical billing monitoring or improvements, reforms and improvements to end or mitigate anticompetitive, monopolistic or antitrust-related conduct and practices, or other relief, may be taken into account if appropriate and in compliance with ethical rules.

Counsel shall also be entitled to recover the costs and expenses they advance for this action. Attorney fees and expenses for prosecuting the case if certified as a class action are subject to approval by the Court. Counsel may agree to share in the work, expenses, and attorneys' fees associated with this matter pursuant to a separate co-counseling agreement. Nothing herein is intended to contradict the terms of that separate agreement.

Client understands that Counsel may have to advance certain costs in order to properly represent Client in this case. These costs may include but are not limited to filing fees, fees for service of process and subpoenas, expert witness fees, non-testifying expert or consultant fees, court reporter fees and other expenses related to litigation. Whenever possible, Counsel will try to have Defendants pay for the costs. If Counsel cannot obtain payment of costs from Defendants, and Client receives an award of money in this case, Client agrees to repay Counsel for all costs advanced for its case from the money Client receives, to be deducted from the recovery after calculation of the legal fees. Client further understands that Client may not impose a requirement to incur costs that Counsel feels are not reasonable unless Client is willing to advance and pay those costs. Client understands that, if the case is not successful and the court rules that the case is frivolous, unreasonable, or groundless, the court may order Client to pay Defendants' litigation costs and/or attorney fees. In the event of such a court order, Counsel agrees to pay the entire amount of Defendants' fees and litigation costs awarded, except that: Client agrees that it will be responsible for the payment of such an award if Client misstates the facts to Counsel and the court award is based upon facts found to be substantially and materially different than Client has stated them. Client also understands that, other than litigation costs, Client alone is responsible for paying any fines, penalties, or damages assessed against Client. Otherwise, to the maximum extent allowable under the ethics rules and the law, the Client shall not be responsible for advanced costs in the event of no recovery.

SETTLEMENT

Client understands that it may be possible to settle the claim or case. Counsel will keep Client informed of any settlement offers and consult with Client about how to respond to any offers. No settlement will be made without substantial Client input, and if the settlement is on a certified class basis, Court approval will be required. Counsel and Client will make best efforts to obtain a settlement that will adequately meet the goals of obtaining fair and just relief in order to satisfy the goals of Client and others. Client understands that Counsel represents other plaintiffs seeking to be class representatives in this matter and understands and agrees that Counsel will require the input and substantial involvement of all of the clients with respect to settlement.

In order to satisfy all interests and ethical rules, if the case resolves as a class resolution, then Client directs Counsel to negotiate a resolution of the class claims and any individual claims prior to and wholly separate from any negotiation of Counsel fees and litigation costs.

In the event that Counsel is unable to reach a settlement on the issues of attorney fees and costs, Client understands that Counsel may make an application to the Court for an award of attorney fees and costs as a prevailing party. Client further understands that in making such application, Counsel will calculate their fees using either the "percentage of common fund" method, whereby the Court would award Counsel a percentage of any "common fund" which the litigation generates for the benefit of the members of the class, and/or the "lodestar" method that reflects the number of hours worked by the law firms

multiplied by a reasonable hourly rate, whichever method that Counsel and the Court believes appropriate. In the event that the lodestar method is chosen, Client agrees that Counsel may be entitled to a multiplier, or enhancement, of the lodestar amount due to the novelty, complexity and difficult nature of the claims brought in this matter.

Client understands that Defendants may make a settlement offer that does not include a breakdown between Client's damages and attorney fees or litigation costs or that otherwise requires Client, as a condition of settlement, to waive any claim for attorney fees or litigation costs. Regardless, Counsel will convey to Client any settlement offer made by Defendants even if it is conditioned on waiving these fees and costs. Client understands that Counsel's recommendation concerning the advisability of accepting or rejecting such a settlement proposal may reflect the fact that it is conditioned on Client waiving Counsel's fees or litigation costs.

Client understands that, if Client agrees to a lump sum individual monetary settlement of all Client's claims against Defendants, including attorney fees, then the attorney fees to be paid to Counsel will be 40% of the settlement, first deducting expenses and costs, or if applicable, attorney fees calculated pursuant to the lodestar method, whichever is greater, from the lump sum. Costs and expenses incurred by Counsel will be taken off the top before computing this amount. In the event that Client agrees to a monetary settlement which delineates the amount to be paid for Client's claims against Defendants and the amount to be paid for attorney fees, expenses and costs, then Client agrees that Counsel will be paid its legal fees, expenses and costs in accordance with the terms of the settlement agreement.

CLIENT RESPONSIBILITIES

Client agrees to make a full and honest disclosure to Counsel of all facts relevant to the case, including new facts that may arise during the course of its case. Client will keep Counsel informed of Client's current address, telephone number email and other contact information.

As a client of Counsel, Client understands that Client has the responsibility to keep them informed of any significant changes in Client's circumstances, including any changes in location of address or financial condition. Client will promptly inform Counsel if Client should receive any settlement offers, documents or other communications directly from Defendants or any third parties in regard to this matter. Client understands that, as Client's counsel, Counsel is to conduct all communication on Client's behalf with regard to this matter. Client agrees that Client will not initiate any communication and that Client will immediately terminate any communication Client might receive from Defendants or third parties in regard to this matter where Counsel involvement is applicable.

Client understands that Client may have to appear in court or attend a deposition and will assist and cooperate with Counsel to the fullest extent possible in its

representation of Client's interests in this matter. Client will cooperate in providing information and documents to Counsel as may be necessary in proceeding with the case.

Client also understands that this case may be litigated just for Client on its own, and/or certified as a class action lawsuit, and that if the matter does proceed as a class action, then in making any decisions concerning this case, Client and Counsel are ethically obligated to consider, in addition to Client's own self-interests, the interests of any class of others for whom the Client may be appointed as a class representative. Client understands that any class settlement which may be offered by the Defendants must be approved by the Court and must recognize and protect the interests of all the class members, named and unnamed. In the event that Client enters into a settlement of the class action with Defendants that is not recommended by Counsel, Counsel reserves the right to seek approval from the Court to withdraw as counsel if they believe that the terms of the proposed settlement do not adequately address the interests and claims of the class members.

Counsel recommends that Client seek tax advice on the possible tax consequences of this matter as there are some situations in which a monetary award may be considered taxable.

COUNSEL RESPONSIBILITIES

Counsel agrees to handle the case competently and diligently, to exercise professional judgment free from any conflict of interest, to alert Client of important developments in the case, and to respond promptly to Client's reasonable requests for information about my case.

The Counsel representing Client and signing this agreement is:

1. HIGGINS BENJAMIN, PLLC
2. BERGER MONTAGUE PC
3. LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

Client authorizes Counsel to associate other counsel, if necessary, as the case proceeds, to assist in the representation of the case, in their own best judgment, and with Client consent as necessary, so long as adding such additional counsel will not involve additional cost to Client for attorney fees. Client agrees that Counsel may join additional individuals to participate as named plaintiffs and/or class representatives, and that Counsel may prosecute additional cases (including class cases) against the same Defendants or related Defendants arising out of similar occurrences without Client's involvement.

TERMINATION

Client understands that Client is free at any time to discharge Counsel from representing Client by written letter. However, if Client chooses to discharge Counsel,

they are under no obligation to find a replacement or to continue representation of Client. In addition, if after discharging Counsel, Client thereafter recovers monetary relief through settlement or trial, for this matter to which Counsel's effort contributed, then Client agrees to compensate Counsel in quantum meruit, based upon their normal hourly rates, for the services actually provided in the case prior to the time of discharge and for the portion of all litigation costs and expenses expended by Counsel on Client's behalf.

Client agrees that Counsel may, upon giving reasonable written notice, seek to terminate their involvement in the claim/case if (a) it becomes frivolous, unreasonable, or groundless in their view, (b) the facts are found to be materially and significantly different than Client has stated them, (c) the representation of Client requires taking a position contrary to the public interest as determined by Counsel, (d) Client refuses a settlement offer which Counsel considers reasonable under the circumstances and/or given the objectives, or (e) Client otherwise unreasonably fails to cooperate. If Counsel terminate their involvement in Client's claim/case under any of these circumstances, Client agrees that Counsel will retain their right to recover their costs and the reasonable value of their legal services from Client.

MISCELLANEOUS

Client recognizes that no results have been guaranteed by Counsel and that this Retainer Agreement is not based upon any such promises or anticipated results. Client further acknowledges that Client is exclusively responsible for any personal liability, including tax or other potential liability, awarded against Client by the Court for any claim or counterclaim or claimed by a tax official and that, by undertaking to represent Client pursuant to this Agreement, Counsel assumes none of Client's personal liability.

Client hereby authorizes Counsel to represent Client and enter an appearance on behalf of Client in Court.

The below-signed individuals hereby acknowledge that they have read and understand this Agreement and have received a copy of it.

Madison County, North Carolina

Dated: August 1, 2022 By: Mark Snelson
Mark Snelson, Chairman
[Print name and position]

Robert N. Hunter, Jr.
For: Higgins Benjamin, PLLC

Eric L. Cramer
For: Berger Montague PC

Brendan P. Glackin
For: Loeff Cabraser Heimann & Bernstein, LLP