

The Madison County Board of Commissioners met in regular session on Tuesday, August 9, 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 Vice-Chairman Craig Goforth, Commissioner and Interim County Manager Norris Gentry, Commissioner Matt Wechtel, Commissioner Michael Garrison, County Attorney Donny Laws, and Clerk Mandy Bradley.

The meeting was called to order at 7:00 p.m. by Vice-Chairman Goforth and the Pledge of Allegiance and moment of silence were observed.

**Agenda Item 1: Agenda Approval**

Commissioner Gentry requested the agenda be amended as follows:

- Item 11g - Spring Creek Interior Building Modification and Renovation Bid Consideration
- Item 11h - Consideration and Discussion For Guidelines Regarding Planning and Zoning Issues and Junk Ordinance

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

**Agenda Item 2: Approval of July 12, 2022 (Regular) Minutes**

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

**Agenda Item 3: Public Comment**

Connie Molland-Ms. Molland spoke regarding the Cycle NC event in Marshall.

Ken Kashuba-Mr. Kashuba spoke regarding the event venue moratorium.

Clayton Honeycutt-Mr. Honeycutt spoke regarding departments within the County's Government.

Todd McCormick-Mr. McCormick spoke regarding junk in the County.

Jerry Silver-Mr. Silver spoke regarding zoning enforcement and the County's Junk Ordinance.

(Attachment 3.1)

**Item 4: Marissa Comell, Executive Director and Theresa Banks, Coordinator Madison/Yancey Drug Court**

Dr. Banks, Coordinator of Madison/Yancey Drug Court presented a power point presentation and discussed the drug court program with the Board as well as answered questions from members of the Board. Ms. Comell was not in attendance at the meeting.

Information discussed included an overview of the program, treatment, funding, and information regarding program participants. Discussion was had by the Board, Dr. Banks, and County Attorney Donny Laws.

**Agenda Item 5: Debbie Cromwell, Asheville Buncombe Technical Community College**

Ms. Cromwell presented a power point presentation and discussed the registered apprenticeship expansion funding for select rural counties in the state including Madison County as well as answered questions from members of the Board.

Information discussed included an overview of the funding, the apprenticeship program at A-B Tech, designation of the funds from the North Carolina General Assembly to select rural counties in the state, businesses in the County and individuals eligible to receive the funding through the apprenticeship program, additional community colleges that may participate, and duration of the funding.

Commissioner Garrison recognized other representatives of A-B Tech in attendance at the meeting and further discussion was had by Ms. Cromwell and the Board.

**Agenda Item 6: Matt Wechtel, Commissioner**

**a. Constitution Week Proclamation**

Commissioner Wechtel presented and discussed on behalf of the Daughters of the American Revolution, the proclamation to designate September 17, 2022 through September 23, 2022, as Constitution Week and read the proclamation into record.

Upon motion by Commissioner Wechtel and second by Commissioner Gentry, the Board voted unanimously to approve. (Attachment 6.1)

**b. NCDOT/IMAP Consideration**

Information regarding the North Carolina Department of Transportation's Incidence Management Assistance Patrol Program which provides assistance to motorists along major highway systems in the state was discussed with the Board by Commissioner Wechtel who noted that the program currently does not serve motorists on the portion of future Interstate 26 located in Madison County. Discussion regarding the need for the service along future Interstate 26 in the County was had with Commissioner Wechtel noting the need to appeal to the NCDOT for expansion of the program in the County.

**Item 7: Chris Maney, Parks and Recreation Director**

Mr. Maney presented information regarding the proposed acceptance of funding from the Community Foundation of Western North Carolina for the preservation of Barnard Park as well as answered questions from Board members. Mr. Maney noted that the funds would be used to provide gravel for parking areas as well as benches and discussed how previous funding has been utilized.

Upon motion by Commissioner Wechtel and second by Commissioner Garrison, the Board voted unanimously to approve. (Attachment 7.1)

**Item 8: Brooke Ledford, Human Resources Director**

Ms. Ledford presented and discussed the proposed Employee Holiday Schedule for 2023 with the Board.

Upon motion by Commissioner Wechtel and second by Commissioner Garrison, the Board voted unanimously to follow the schedule. (Attachment 8.1)

Discussion was had regarding the employee pay study.

**Item 9: Kary Ledford, Finance Office**

**a. Budget Amendment #2**

Ms. Ledford presented and discussed Budget Amendment #2 with the Board and answered questions from board members.

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

Discussion was had by the Board and Ms. Ledford with counsel being provided by County Attorney Laws regarding the County's contingency fund and the potential to allocate additional funds to the Development Services Department as part of a recently received \$30,000.00 judgment to the County.

Commissioner Garrison requested that the Board entertain the allocation of the \$30,000.00 to be put into the Developmental Services budget to increase the coverage of overtime, to attend training for the inspectors, and for any other economic development initiatives and projects and allocate that to increase their budget for Development Services opportunities. After further discussion by the Board and counsel by County Attorney Laws that a budget amendment would be required for the action with Vice-Chairman Goforth noting that he would agree, the Board voted unanimously to approve. (Attachment 9.1)

**b. Financial Report**

Ms. Ledford presented and discussed the financial report for the month of July with the Board as well as answered questions from board members. (Attachment 9.2)

**Agenda Item 10: Diana Norton, Tax Administrator**

**a. Tax Refunds and Releases**

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

Upon motion by Commissioner Garrison and second by Commissioner Wechtel, the Board voted unanimously to approve. (Attachment 10.1)

**b. Kania Law Firm Tax Foreclosure Update**

Ms. Norton presented and discussed the tax foreclosure update from the Kania Law Firm and discussed the date of the next foreclosure sale with the Board.

**c. Autoagent iPayments Agreement**

Ms. Norton presented and discussed the Autoagent iPayments Agreement with the Board as well as answered questions from board members.

Upon motion by Commissioner Garrison and second by Vice-Chairman Goforth, the Board voted unanimously to go with Autoagent based on the recommendation of the Tax Collector. (Attachment 10.3)

**d. Annual Settlement of 2021 Taxes**

The Annual Settlement of 2021 Taxes was presented and discussed with the Board by Ms. Norton who answered questions from board members.

Upon motion by Commissioner Garrison and second by Commissioner Gentry, the Board voted unanimously to approve. (Attachment 10.4)

**e. Order of Collection 2022 Taxes**

Ms. Norton presented and discussed the 2022 Order of Collection of Taxes with the Board and answered questions from board members.

Upon motion by Commissioner Wechtel and second by Commissioner Garrison, the Board voted unanimously to approve.

Discussion was had by the Board, Ms. Norton, and County Attorney Laws regarding the current software used by the Tax Office and contractual obligations of the provider. (Attachment 10.5)

**f. Tax Revaluation Schedule and Consideration of Modification for Reassessments**

Ms. Norton presented and discussed the request for a tax revaluation for real property located in the County and noted that due to sales ratio changes, the North Carolina Department of Revenue recommended a reappraisal of the real properties listed on the tax roll. She discussed the possibility of future revaluation cycles and noted that the County could consider revaluations every four, six, or eight years moving forward by adoption of Resolution.

Discussion was had by the Board, Ms. Norton, and County Attorney Laws regarding the tax revaluation cycle.

Upon motion by Commissioner Garrison and second by Commissioner Wechtel, the Board voted unanimously to complete a 2024 reappraisal and fall to an eight-year revaluation cycle. (Attachment 10.6)

**Item 11: Norris Gentry, Commissioner/Interim County Manager**

**a. County Manager's Update**

Commissioner Gentry discussed an update on current Golden LEAF funding awarded to the Spring Creek Community Center, an update from the Courthouse Committee noting that there would be an upcoming report from the Committee, new technology updates to the Courthouse for the CRAVE technology System, building maintenance repairs, and new equipment in use by the Solid Waste Department.

Commissioner Gentry also noted that a subsidy program is currently being developed for consideration of the Board for the Solid Waste Department's availability fee that would assist non-profit entities and noted that it would be presented to the Board in September. Additionally, discussion regarding the recent visit to the Courthouse from Chief Justice Newby with the State Supreme Court was had with the Board.

The proposed playground relocation on Medical Park Drive was discussed with the Board by Commissioner Gentry who noted that a quote from Blue Ridge Playgrounds in the amount of \$24,478.39 has been obtained to complete the relocation from the current area below the Health Department to a new location above the Health Department. Discussion was had by the Board regarding the proposal, future use of the area as well as future strategic planning needs for the County, and potential alternate locations to house the playground. Upon motion by Commissioner Wechtel and second by Commissioner Gentry with further discussion being had by the Board, the Board voted 3-1 to move forward with the contract with Vice-Chairman Goforth, Commissioner Wechtel, and Commissioner Gentry voting in favor and Commissioner Garrison voting opposed. (Attachment 11.1)

The upcoming capital finance course offered by the School of Government was discussed with the Board with Commissioner Gentry noting that members of the Commission could attend.

**b. Center for Rural Health Innovation Jail Medical Services Agreement**

Commissioner Gentry presented and discussed the Center for Rural Health Innovation Jail Medical Services Agreement with the Board and counsel was provided by County Attorney Laws.

Upon motion by Commissioner Garrison and second by Commissioner Wechtel with discussion being had by the Board, the Board voted unanimously to approve. (Attachment 11.2)

**c. 2022-2023 Forest Service Contract**

The 2022-2023 Forest Service Contract was presented and discussed with the Board by Commissioner Gentry and counsel was provided by County Attorney Laws.

Upon motion by Commissioner Garrison and second by Commissioner Gentry, the Board voted unanimously to agree to the Forest Service Contract for 2022-2023. (Attachment 11.3)

**d. Reconsideration of Regular Meeting Schedule**

Commissioner Gentry presented and discussed for consideration of the Board, the Resolution Altering the Regular Meeting Schedule of the Board of Commissioners. Due to the unavailability of the Board, adoption of the Resolution would allow the regular meeting of the Board for the month of September to be held on September 19, 2022, at 6:00 p.m. at the North Carolina Cooperative Extension Office-Madison County Center.

Upon motion by Commissioner Wechtel and second by Commissioner Gentry, the Board voted unanimously to adopt the Resolution. (Attachment 11.4)

**e. Property Lease Consideration; 10 South Main Street, Marshall**

County Attorney Laws presented and discussed a proposed lease for property located at 10 South Main Street in Marshall for consideration of the Board. He noted that the lease would allow that the space be held for use by the court system during the renovation evaluation phase of the Courthouse and potentially be reevaluated for a longer period of time, if necessary. County Attorney Laws also discussed that a prior lease for the property was approved by the Board, but that the property owner had concerns regarding the extent of renovations that might be necessary at the 10 South Main location and requested that the contract be amended.

Discussion was had by the Board. Upon motion by Vice-Chairman Goforth and second by Commissioner Gentry, with counsel being provided by County Attorney Laws, the Board voted unanimously to approve. (Attachment 11.5)

**f. County Board Appointments**

Discussion was had by the Board regarding vacancies for various County appointed boards.

Upon motion by Vice-Chairman Goforth and second by Commissioner Wechtel, the Board voted unanimously to appoint Pia Cash and Alan Raynor to the Animal Control Board.

Upon motion by Commissioner Garrison with discussion being had by the Board and second by Commissioner Wechtel, the Board voted unanimously that based upon the Economic Development Board's recommendation, to reappoint Lee McEirath for the position.

Upon motion by Commissioner Gentry and second by Commissioner Wechtel, the Board voted unanimously to appoint Barbara Merrill and Anna Maria Watkin to the Library Board of Trustees based upon the recommendation of the Library Board of Trustees.

Upon motion by Commissioner Gentry and second by Commissioner Garrison, the Board voted unanimously to reappoint Will Hoffman to the Mountain Area Workforce Development Board as the education representative.

Upon recommendation of Commissioner Gentry, the Board considered the appointment of Ryan Cody as Chair of the Economic Development Board based on the recommendation of the Economic Development Board. Upon motion by Commissioner Wechtel and second by Commissioner Garrison, the Board voted unanimously to approve.

**g. Spring Creek Interior Building Modification and Renovation Bid Consideration**

Commissioner Gentry discussed the proposal from Architectural Firm LS3P for the bid to perform the interior building modification and renovation at the Spring Creek Community Center in response to the award of funding by the Golden LEAF Foundation. The issuance of the request for qualifications and bidding process for the project were also discussed by Commissioner Gentry.

Upon motion by Commissioner Gentry and second by Vice-Chairman Goforth, the Board voted unanimously that based on qualifications being met, the review committee recommends unanimously that we grant the service agreement for engineering and architectural services to LS3P. (Attachment 11.7)

**h. Consideration and Discussion For Guidelines Regarding Planning and Zoning Issues and Junk Ordinance**

Commissioner Garrison discussed setting forth guidelines for the Development Services Department to investigate violations of the Junk Ordinance and noted concerns of health and human safety regarding materials such as glass, trash hazards, and environmental health conditions and concerns.

Counsel regarding the enforcement of Ordinances was provided by County Attorney Laws and discussion was had by the Board regarding the future development of a process for assessment with those in attendance voicing concerns.

**Item 12: Adjournment**

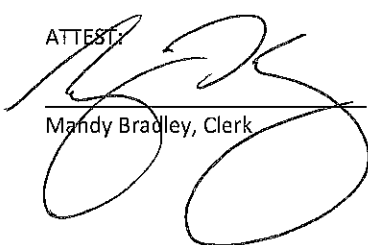
Upon motion by Commissioner Garrison and second by Commissioner Gentry, the Board voted unanimously to adjourn at 9:35 p.m.

This the 9th day of August 2022.

MADISON COUNTY

  
Mark Snelson, Chairman  
Board of Commissioners

ATTEST:

  
Mandy Bradley, Clerk

Madison County Board of Commissioners  
Agenda  
August 9, 2022

Attachment **11**

- 7:00 P.M. Meeting Called To Order  
Pledge of Allegiance  
Moment of Silence
1. Agenda Approval
  2. Approval of July 12, 2022 (Regular) Meeting Minutes
  3. Public Comment
  4. Marisa Comell, Executive Director and Theresa Banks, Coordinator Madison/Yancey Drug Court  
Drug Treatment Court
  5. Debbie Cromwell, Asheville Buncombe Technical Community College  
Registered Apprenticeship Expansion Funding for Rural Counties
  6. Matt Wechtel, Commissioner
    - a. Constitution Week Proclamation
    - b. NCDOT/IMAP Consideration
  7. Chris Maney, Parks and Recreation Director  
Barnard Park Funding and Resolution
  8. Brooke Ledford, Human Resources Director  
2023 Holiday Schedule
  9. Kary Ledford, Finance Officer
    - a. Budget Amendment #2
    - b. Financial Report
  10. Diana Norton, Interim Tax Administrator
    - a. Tax Refunds and Releases
    - b. Kania Law Firm Tax Foreclosure Update
    - c. Autoagent iPayments Agreement
    - d. Annual Settlement of 2021 Taxes
    - e. Order of Collection 2022 Taxes
    - f. Tax Revaluation Schedule and Consideration of Modification for Reassessments
  11. Norris Gentry, Commissioner/Interim County Manager
    - a. County Manager's Update
    - b. Center for Rural Health Innovation Jail Medical Services Agreement
    - c. 2022-2023 Forest Service Contract
    - d. Reconsideration of Regular Meeting Schedule
    - e. Property Lease Consideration; 10 South Main Street, Marshall
    - f. County Board Appointments
    - g. Spring Creek Interior Building Modification and Renovation Bid Consideration
    - h. Consideration and Discussion For Guidelines Regarding Planning and Zoning Issues and Junk Ordinance
  12. Adjournment



# Madison County Commissioners Meeting

## Public Comment

August 9, 2022

7:00pm

North Carolina Cooperative Extension-Madison County Center

3 Minute Time Limit

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

Name (PRINT)

Signature

- 1.
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- 18.
- 19.
- 20.

Comie Mollard

*[Handwritten Signature]*

Ken Koshuba

K/W

Ray Honeycutt

*[Handwritten Signature]*

Todd McCORWICK

*[Handwritten Signature]*

Ferry Silver

*[Handwritten Signature]*

PROCLAMATION FOR CONSTITUTION WEEK 2021

**WHEREAS:** The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

**WHEREAS:** September 17, 2022, marks the two hundred and thirty-fifth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS:** It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

**WHEREAS:** Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

**NOW, THEREFORE WE,** Matthew Wechtel, Michael Garrison, Norris Gentry, Craig Goforth and Mark Snelson, by virtue of the authority vested in us as Commissioners of the County of Madison of the State of North Carolina do hereby proclaim the week of September 17 through 23 as

**CONSTITUTION WEEK**

and we ask our citizens to reaffirm the ideals that the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

**IN WITNESS WHEREOF,** we have hereunto set our hands and caused the Seal of Madison County to be affixed this 9th day of August in the year of our Lord two thousand twenty-two.

Signed Mark Snelson  
Matthew Wechtel  
Craig D. Goforth  
Norris Gentry  
Michael Garrison

SEAL Attest [Signature]



STATE OF NORTH CAROLINA

COUNTY OF MADISON

Attachment **7.1**

RESOLUTION

**WHEREAS**, generous benefactors have previously created a trust fund being held by the Community Foundation of Western North Carolina for the benefit of Barnard Park; and

**WHEREAS**, the County has been advised by the Community Foundation that there is currently \$1060.00 of income available from the said trust fund; and

**WHEREAS**, the Community Foundation has approved the utilization of such funds for enhancing the park by the purchase of such items as gravel for the parking areas and benches to be located along the walking trail; and

**WHEREAS**, the County of Madison is of the opinion that the utilization of such funds in the Park in such a fashion would be a great benefit to the Park; and

**WHEREFORE**, the County of Madison does hereby approve and request the Community Foundation to distribute the aforesaid \$1060.00 to the County of Madison for the specific purpose of purchasing aforementioned items to enhance the maintenance and preservation of the park.

This the 9th day of August 2022.

MADISON COUNTY

By: Mark Snelson  
Mark Snelson, Chairman  
Board of Commissioners

ATTEST:

Mandy Bradley  
Mandy Bradley, Clerk



# County of Madison

## Board of Commissioners

Norris Gentry, Chairman · Wayne Brigman, Vice-Chairman · Matt Wechtel, Commissioner  
Craig Goforth, Commissioner · Mark Snelson, Commissioner

July 28, 2022

Community Foundation of Western North Carolina  
4 Vanderbilt Park Drive  
Asheville, NC 28803

Greetings,

Please accept the request on behalf of the Madison County Board of Commissioners for the disbursement of funds totaling \$1060 to benefit Barnard Park on the French Broad River.

The purpose of the funds will be for the maintenance and preservation of the Park as the funds will be used to complete necessary improvements including installation of gravel for parking areas and install benches around the walking trail.

Please see the enclosed Resolution approved by the Board of Commissioners on August 9, 2022. Thank you for your willingness to fund such projects for the preservation of this space so that it may be enjoyed for generations to come.

Sincerely,

Mark Snelson, Chairman  
Board of Commissioners

## 2023 HOLIDAY SCHEDULE

HOLIDAY	OBSERVANCE DATE	DAY OF THE WEEK
New Year's Day	January 2, 2023	Monday
Martin Luther King Jr. Birthday	January 16, 2023	Monday
Good Friday	April 7, 2023	Friday
Memorial Day	May 29, 2023	Monday
Independence Day	July 4, 2023	Tuesday
Labor Day	September 4, 2023	Monday
Veterans Day	November 10, 2023	Friday
Thanksgiving	November 23 & 24, 2023	Thursday & Friday
Christmas	December 25, 26 & 27, 2023	Monday, Tuesday, Wednesday

**Madison County  
Board of Commissioners**

**Budget Amendment #13  
August 9, 2022**

<b>Description</b>	<b>Line Item</b>	<b>Debit</b>	<b>Credit</b>
<b>Finance</b>			
Misc Income Settlement from Tai lawsuit	10.3836.1100		\$ 30,000.00
<b>Maintenance</b>			
Capital Improvement water system Repair to water system at Beech Glen	10.4261.5902	\$ 25,000.00	
<b>Development Services</b>			
Manufacturing Art Park	10.5211.3940	\$ 10,000.00	
Manufacturing Art Park	10.3511.3940		\$ 10,000.00
Misc Revenue	10.3435.1100		\$ 2,000.00
Professional Development	10.430.2650	\$ 2,000.00	
<b>Library</b>			
LSTA Bright Ideas Grant	10.3611.5715		\$ 14,749.00
LSTA Bright Ideas Grant	10.6110.5715	\$ 14,749.00	
Rotary Grant	10.3611.5710		\$ 750.00
Rotary Grant	10.6110.5710	\$ 750.00	
NonRecurring Aid to Libraries	10.3611.5720		\$ 46,418.00
NonRecurring Aid to Libraries Recording of new grants for the Library	10.6110.5720	\$ 46,418.00	
<b>Community Development</b>			
Hot Springs Internet Grant Reduce for expense from June to adjust carryover in budget	10.5211.3945		\$ 3,588.00
<b>Opioid Settlement Fund</b>			
Opioid Settlement Funds	37.3836.7000		\$ 58,832.66
Professional Services Record receipt of settlement funds	37.6500.1990	\$ 58,832.66	
<b>Sales Tax</b>			
1/4 cent sales tax	10.3232.3115		\$51,227.22
Education/Schools 1/4 cent sales tax	10.5911.7200	\$51,227.22	
<b>Contingency</b>	10.7000.0000	\$ 8,588.00	

We are at 8.33% of the FY23 budget.

Bank balances at July 31, 2022 are as follows:

	Unrestricted	Restricted	
General Fund	\$955,959.68		
Debt Service Fund	\$48,530.51		
Capital Outlay Fund	\$326,170.42		
Capital Management	\$15,242,792.35		
Occupancy Tax Fund		\$83,547.00	
Revaluation Fund		\$159,438.79	
Tourism Development		\$1,494,985.36	
Automation Fund		\$159,087.40	
Drug Seizure Fund		\$8,092.82	
Opioid Settlement Fund		\$58,832.66	
Inmate Trust Fund		\$46,853.40	
New Inmate Trust		\$11,059.16	
Soil & Water Conservation		\$56,616.17	
<b>Total of All Accounts:</b>	<b>\$16,573,452.96</b>	<b>\$2,078,512.76</b>	
New Jail Loan	\$ (607,008.00)	(Due In February)	
School Debt Service	\$ (429,667.00)	(Due In February)	
40-42 Set Aside for Schools	\$ (1,390,207.26)		
Unspent Grant/Restricted Proceeds	\$ (767,625.28)		
Adoption Promotion Fund	\$ (123,313.26)		
Encumbered Amounts	(\$6,159,851.44)		
<b>Total assigned and restricted Bank Balan</b>	<b>\$ (9,477,672.24)</b>		
	General	Landfill	911
Unassigned and Unrestricted totals by Fi	\$10,321,241.21	(\$487,315.24)	\$532,877.85

SUMMARIES:

Percentage of budget at July 2022 is:

All Funds:	YTD		% OF BUDGET
Revenues	\$569,078.35	\$686,850.26	2.65
Expenditures	\$1,341,891.18	\$1,341,891.18	9.21

General Fund	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 07/21
Revenues to Date:	\$519,946.38	\$519,946.38		1.79	\$688,316.06
Expenditures to Date:	\$1,185,727.64	\$1,185,727.64	\$ 5,256,392.20	4.04	\$1,089,268.17
Gain/Loss to Date:	(\$665,781.26)	(\$665,781.26)			(\$400,952.11)

Contingency

Landfill	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 07/21
Revenues to Date:	\$37,400.05	\$37,400.05		1.48	\$43,288.61
Expenditures to Date:	\$107,703.04	\$107,703.04	\$903,459.24	4.27	\$122,586.87
Gain/Loss to Date:	(\$70,302.99)	(\$70,302.99)			

Contingency

911 Emergency Telephone Services	MTD	YTD		% OF BUDGET	Year to Date 07/21
Revenues	\$11,731.92	\$129,503.83		4.68	\$12,184.63
Expenditures	\$48,460.50	\$48,460.50		19.33	\$7,597.00
Gain/Loss	(\$36,728.58)	81,043.33			\$4,587.63

Contingency \$-

## GENERAL FUND:

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 07/21
Vehicle Tax	\$109,453.15	\$109,453.15	9.74	
Overages/Underages				
Ad Valorem Tax Interest	\$10,761.53	\$10,761.53	7.17	\$9,167.97
Late Listing Fee	\$333.15	\$333.15	2.22	\$314.94
Legal Fees				
2007 Ad Valorem Tax				
2009 Ad Valorem Tax				
2010 Ad Valorem Tax				
2011 Ad Valorem Tax	\$36.95	\$36.95		\$118.25
2012 Ad Valorem Tax	\$65.02	\$65.02	1.08	\$360.05
2013 Ad Valorem Tax	\$297.70	\$297.70	3.72	\$557.05
2014 Ad Valorem Tax	\$243.29	\$243.29	3.04	\$557.05
2015 Ad Valorem Tax	\$349.85	\$349.85	3.89	\$315.71
2016 Ad Valorem Tax	\$1,469.59	\$1,469.59	14.7	\$145.38
2017 Ad Valorem Tax	\$2,756.78	\$2,756.78	12.53	\$2,194.00
2018 Ad Valorem Tax	\$3,785.13	\$3,785.13	12.62	\$8,166.24
2019 Ad Valorem Tax	\$3,148.39	\$3,748.39	5.77	\$10,757.46
2020 Ad Valorem	\$8,311.95	\$8,311.95	8.31	\$30,355.25
2021 Ad Valorem	\$19,370.06	\$19,370.06	10.19	\$25.00
2022 Ad Valorem	\$9,399.83	\$9,399.83	0.08	
Collection Fees: Marshall				
Collection Fees: Mars Hill				
Collection Fees: Hot Springs				
Sale of Tax Maps				
Tax Office Copies				
Returned Check				
Refunds/Overpayment of Taxes	\$8,949.16	\$8,949.16		\$1,606.74
Contra: Returned Check				
Sale of Foreclosed Property				
Contra: Foreclosed Property Expenses				
Sales Tax/Video Programming				
Sales Tax				
Gas Tax Refund/State				
Payment In Lieu of Taxes		\$3,627.85	72.56	\$5,892.48
Forest Service Timber Sales	\$618.83	\$1,254.09	13.55	\$11,224.17
Clerk of Court	\$60.02	\$60.02	0.08	
Board of Elections				
Register of Deeds	\$46,199.00	\$46,199.00	11.38	\$47,516.00
Sheriff's Department	\$120,039.54	\$120,039.54	6.74	\$6,875.03
Emergency Management				
Inspections	\$8,020.00	\$8,020.00	4.31	\$12,400.16
Animal Control	\$1,171.00	\$1,171.00	6.33	\$958.00
Transportation	\$4,138.81	\$4,138.81	0.97	
Cooperative Extension Service				

Soil & Water Conservation				
Grant Revenues/JCPC/DJJD	\$300.00	\$300.00		0.3
DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 07/21
Health Department	\$112,401.28	\$112,401.28	4.68	\$262,790.05
Medicaid Hold Harmless Tax				
Social Services	\$96.00	\$96.00	0	\$74,107.70
AFDC				
Foster Care				
Medicaid				
Adoption				
Child Support Enforcement	\$785.06	\$785.06	0.76	\$25.00
In Home Aides				
Beech Glen Center	\$571.00	\$571.00	11.42	\$346.00
Nutrition	\$1,191.18	\$1,191.18	0.64	
State Lottery Funds/Education				
Library	\$7,424.00	\$7,424.00	9.03	\$7,697.50
Parks & Recreation	\$740.00	\$740.00	6.17	\$5,106.00
Interest Earned				
Rent of County Property	\$3,327.50	\$3,327.50	5.06	\$3,327.50
Finance/Other				
Miscellaneous Income	\$32,001.00	\$32,001.00		
Fund Transfer In				
Totals	\$519,946.38	\$519,946.38	1.79	\$688,316.06

GENERAL FUND EXPENDITURES

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 07/21
Governing Body	\$14,898.27	\$14,898.27		8.72	\$13,151.70
Finance Office	\$70,854.64	\$70,854.64		8.77	\$47,644.22
Tax Collector	\$10,546.89	\$10,846.89		3.37	\$10,931.66
Tax Supervisor	\$8,417.98	\$8,417.98	\$ 1,074.47	3.24	\$13,300.20
Land Records	\$2,650.68	\$2,650.68		2.27	
Professional Services					
Court Facilities	\$2,862.50	\$2,862.50		8.7	\$3,044.50
Board of Elections	\$8,621.74	\$8,621.74		2.47	\$12,604.97
Register of Deeds	\$8,448.28	\$8,448.28		2.42	\$9,140.18
Register of Deeds- Automation					
Custodial	3967.24	\$3,967.24		4.24	\$3,886.27
Maintenance	\$16,248.63	\$16,248.63	\$ 56,492.34	1.58	\$25,141.46
Sheriff's Department	\$247,557.79	\$247,557.79		5.36	\$254,243.70
Emergency Management	\$4,655.09	\$4,655.09	\$ 13,477.50	3.73	\$6,423.31
911 Dispatchers	\$37,263.63	\$372,963.63	\$ 16,585.00	4.81	\$31,524.91
Fire Contract/Forest Service					
inspections	\$15,018.71	\$15,018.71		3.24	\$18,086.48
Economic Development	\$6,262.91	\$6,262.91		2.69	\$698.41
Medical Examiner	\$200.00	\$200.00		1.6	
Ambulance Service Contract	\$142,916.67	\$142,916.67	\$1,572,083.37	8.3	\$142,916.67
Animal Control	\$15,095.12	\$15,095.12		3.83	\$17,648.64



Transportation - Admin	\$5,783.11	\$5,783.11		4.51	\$7,700.79
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DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 07/21
Transportation - Operating	\$29,399.72	\$29,399.72		5.86	\$24,242.64
Transportation - Capital Outlay					
Transportation - EDTAP	45.00	\$45.00		2.25	\$60.30
Planning & Development					\$1,440.00
Information Technology	10,684.60	\$10,684.60		3.65	\$12,645.59
Cooperative Extension	3,018.92	\$3,018.92		0.9	\$4,164.36
Soil & Water	\$9,246.31	\$9,246.31		5.37	\$9,899.33
Health Department	\$177,116.88	\$177,116.88	\$992,758.42	4.81	\$143,425.51
Drug Free Community	5450.01	\$5,450.01	8375	4.35	\$5,719.27
Management Admin.	\$22,293.30	\$22,293.30		3.95	\$3,117.00
Social Services	\$129,012.85	\$129,012.85		3.94	\$156,106.80
AFDC					
Special Assistance	\$6,416.50	\$6,416.50		5.83	\$7,672.50
State Foster Care					
Foster Care Program					
Medical Assistance Program					
Adoption Assistance	\$20,240.81	\$20,240.81		7.27	\$6,763.34
Crisis Intervention	\$407.82	\$407.82		0.17	\$1,406.60
Child Support	\$4,359.43	\$4,359.43	\$16,400.00	3.22	\$5,502.33
In Home Aides	\$8,227.50	\$8,227.05		4.53	\$7,995.82
Nutrition	\$33,347.48	\$33,347.48		4.74	\$29,671.66
Education	\$51,227.22	\$51,227.22	\$ 3,053,120.00	1.22	
A-B Technical College	\$9,542.00	\$9,542.00	\$ 104,962.00	8.33	\$9,542.00
Bank Charges					
Library	\$36,550.64	\$36,550.64	\$21,064.10	6.03	\$30,560.32
Parks & Recreation	\$6,571.22	\$6,571.22		3.71	\$8,413.40
Debt Services					
Debt Services Interest					
Fund Transfer In/ Landfill & Library					
Fund Transfer Out/Revaluation					
<b>TOTALS</b>	<b>\$1,185,727.64</b>	<b>\$1,185,727.64</b>	<b>\$ 5,256,392.20</b>	<b>4.04</b>	<b>\$1,089,268.17</b>

LANDFILL FUND

REVENUES	MTD	YTD	% OF BUDGET	Year to Date 07/21
Transfer From Fund Balance				
Landfill Miscellaneous Fees				
Returned Check Fees				
Surplus Property Proceeds				
State Tire Disposal Fee				
Local Tire Disposal Fee	\$330.25	\$330.25	33.03	\$51.00
White Goods Tax				
Sale of White Goods	\$1,971.20	\$1,971.20	10.95	\$3,995.20
Household Hazardous Waste				
Temporary Disposal Cards	\$5,055.00	\$5,055.00	15.8	\$5,920.00
Duplicate Disposal Cards	\$145.00	\$145.00	0.52	\$350.00
Landfill Disposal Cost Fees	\$5,589.44	\$5,589.44	4.47	\$21,868.75
Landfill Sale of Recyclables	\$11,171.40	\$11,171.40	26.6	\$7,464.70
Nuisance Tires				
Disposal Cards	\$7,300.01	\$7,300.01	0.33	\$8,832.15
Construction Demolition	\$5,837.75	\$5,837.75	15.36	\$3,750.26
Solid Waste Disposal Distribution				
Grant/State				
Electronics Management				
Electronics (County)				
Interest				
Totals	\$37,400.05	\$37,400.05	1.48	\$43,288.61

EXPENSES:	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 07/21
Landfill	\$90,735.08	\$90,735.08	\$878,444.01	4.05	\$102,792.90
Recycling	\$13,050.09	\$13,050.09	\$4,439.00	5.19	\$18,039.41
Scrap Tires	\$3,917.87	\$3,917.87	\$20,576.23	14.78	\$1,754.56
White Goods					
Closure/Post Closure					
Totals	\$107,703.04	\$107,703.04	\$903,459.24	4.27	\$122,586.87

Tax Year	Bill Number	Parcel #	Source Type	Adjustments	Adjudication	Date of Adj.	Additional Owners	Return Recipient Name	Return Address Line 1	Return Address Line 2	Return City	Return State	Return Zip	Jurisdiction	Case No.	Appaid ID	Amount	Exclude	SOLID WASTE	Special	Permit
				(\$)	Reason												(\$)	Return	DISCOUNT	DISCOUNT	(\$)
2021	000003945-2021-2021-10000-00	4463	REL	3416	Landfill error	7/19/2022 8:27 AM	Secondary	HAY WILFRED BALLARD	988 UPWARD RD		FLAT ROCK	NC	28731	MADISON			180.00	N	180.00	0.00	0.00
2021	000002918-2021-2021-10000-01	6959	REL	3415	Landfill error	7/14/2022 8:27 AM		SACHANA, LLC	29 EAST BICHIE DR		ASHEVILLE	NC	28865	MADISON			1,040.00	N	1,040.00	0.00	0.00
2021	000000606-2021-2021-10000-00	2799	REL	3417	Landfill error	7/19/2022 1:25 PM		WORLEY, LOWERY A.	4884 LITTLE PINE RD		MARSHALL	NC	28753	MADISON			340.00	N	340.00	0.00	0.00
<b>Subtotal</b>																	<b>1,520.00</b>		<b>1,520.00</b>	<b>0.00</b>	<b>0.00</b>

Authorization \_\_\_\_\_ Date: 7/27/2022

Date run: 7/27/2022 2:56:03 PM  
 Data as of: 7/26/2022 7:10:43 PM

TR-304 Bill Release Report

NCPTS V4

Report Parameters:

Release Date Start: 7/1/2022      Release Date End: 7/31/2022  
 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(\$)	Bill Amount after
0000011202-2020-0000-00-REG	TRUSTEE-FORKS OF IVY BAPTIST CH.	9/21/2020	Landfill error	DIANA	7/14/2022	180.00	180.00	0.00
0000011202-2021-0000-00-REG	TRUSTEE-FORKS OF IVY BAPTIST CH.	9/15/2021	Landfill error	DIANA	7/14/2022	180.00	180.00	0.00
0000572731-2021-0000-00-REG	MAGGIE HOWARD, LLC, A NC LIMITED	9/15/2021	Assessed In Err	APRIL	7/18/2022	1.91	1.91	0.00
<b>Subtotal</b>							<b>361.91</b>	
<b>Total</b>							<b>361.91</b>	

## AGREEMENT

This AGREEMENT is made and entered into as of 8/9/22, by and between Autoagent Data Solutions, LLC (hereinafter, "Autoagent"), a Delaware corporation, maintaining its principal place of business at 3497 Pine Haven Circle, Boca Raton, FL 33431, and Madison County Tax Department, NC. (hereinafter, "Agency"), a Government Agency maintaining its principal place of business at 5707 US Hwy 25-70 Suite 2, #2P, Marshall, NC 28753.

1. **SERVICE:** Agency agrees to utilize Autoagent iPayments as the sole online payment solution for real estate taxes and agrees to terminate any other present vendor as soon as practical but in any event within 91 days of entry into this agreement. iPayments will facilitate individual payments of real estate property taxes administered and collected by Agency. iPayments is provided by Autoagent at no cost to Agency. Autoagent is authorized to act as the Agency's outside agent in providing access to property tax information to permit individuals to determine their obligations and the timing for making tax payments online utilizing the Autoagent iPayments solution.
2. **TERM:** This Agreement shall be in effect for a period of three (3) years from the date of its acceptance by the Agency and shall be renewed automatically for successive one (1) year terms thereafter unless either party provides not less than one hundred and twenty (120) days written notice of its intent not to renew, subject to the right of either party to terminate during the term or any extended term for a material breach of its obligations under this Agreement by the other which continues for ten (10) business days after written notice.
3. **COMPUTER OPERATIONS:** Autoagent will provide computer usage of its Autoagent software and related systems and services to the Agency. The computer software will be available 7 days a week, 24 hours a day except during times of scheduled maintenance.
4. **CONVENIENCE FEES:** There are no convenience fees (hereinafter, fees) to be paid to Autoagent from the Agency associated with the usage of the aforementioned software or any services related to the use of this software. Fees are paid by the end users of the software ("Payers"). Payers are individuals or entities interested in paying real state or other taxes and fees electronically using Autoagent iPayments. The fees per transaction are set to be as follows:
  - Electronic Checks / ACH: \$1.50
  - Debit Cards / Credit Cards: 2.50% with a \$2.00 minimum
5. **PROGRAMMING:** Autoagent shall have no access to any computer hardware of the Agency. All programing and customization will be handled within the Autoagent's cloud-based software.
6. **BILLING DATA DELIVERY:** The Agency agrees to supply updated billing data to Autoagent at a minimum once per day during the billing cycles to ensure accurate payments.
7. **IN-PERSON PAYMENT DEVICE:** Autoagent shall supply the Agency with three (3) A80 EMV payment devices, one (1) of which will be at no cost. Autoagent will invoice the Agency for the other two devices for the cost of \$280.00. Additional EMV payment devices and device upgrades are available for purchase at Autoagent's then applicable pricing.
8. **MAINTENANCE AND HOSTING:** Autoagent will host and maintain the Autoagent application software. The Agency shall not be responsible for any expenditures that Autoagent may incur in relation with the hosting and maintenance of the Autoagent's application software.
9. **OWNERSHIP AND LICENSE:** Any and all software developed and compiled by Autoagent pursuant to this Agreement shall be the property of Autoagent.

This Agreement shall be governed by the laws of the State of North Carolina.

**ACCEPTANCE**

The undersigned execute the foregoing agreement by placing their signatures below as of the date first above written.

**FOR THE CUSTOMER:**

**FOR AUTOAGENT:**

Company:	<u>Madison County Government</u>	Company:	<u>Autoagent Data Solutions, LLC</u>
Name:	<u>Norris Gentry</u>	Name:	<u>Niko Spyridonos</u>
Signature:	<u></u>	Signature:	<u></u>
Title:	<u>Interim County Manager</u>	Title:	<u>President &amp; CEO</u>
Address:	<u>Po Box 579</u> <u>Marshall NC 28753</u>	Address:	<u>3497 Pine Haven Circle</u> <u>Boca Raton, FL 33431</u>

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

CONTRACTOR: Autoagent Data Solutions, LLC  
COUNTY DEPARTMENT: Tax Department  
SUBJECT OF CONTRACT: Autoagent i Payments  
DATE/TERM OF CONTRACT: August 9, 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:  Title: CEO

For MADISON COUNTY  Title: Icm

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

By:   
Madison County Finance Officer



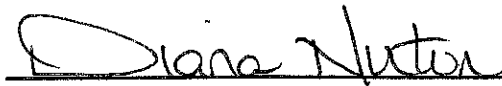
# MADISON COUNTY

## TAX COLLECTOR'S ANNUAL SETTLEMENT OF 2021 TAXES

### SWORN REPORT STATEMENT

The sworn report presented to the Madison County Board of Commissioners this 9<sup>th</sup> day of August, 2022, by Diana Norton, Tax Administrator for Madison County, contains the required information set forth in N.C.G.S 105-373 of the Machinery Act of North Carolina.

I, Diana Norton, attest to the fact that the information provided in this Annual Settlement of 2021 Taxes is accurate to the best of my knowledge and that diligent efforts to collect taxes due were made using available collection remedies as provided by the North Carolina Machinery Act.



Diana Norton, Madison County Tax Administrator

Subscribed and sworn to before the Madison County Board of Commissioners this the 9<sup>th</sup> day of August, 2022 at the regular monthly scheduled meeting.



Mark Snelson, Chairman

Madison County Board of Commissioners

**ORDER OF COLLECTION  
2022 TAXES**  
(As required by GS 105-321)

STATE OF NORTH CAROLINA  
COUNTY OF MADISON

TO THE TAX COLLECTOR OF THE COUNTY OF MADISON:

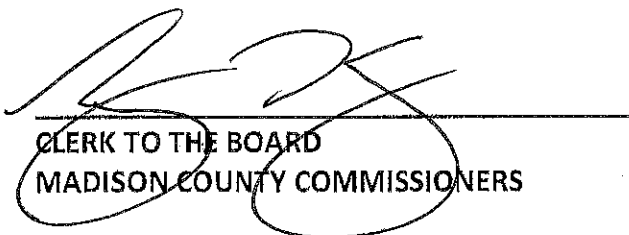
YOU ARE HEREBY AUTHORIZED, EMPOWERED, AND COMMANDED TO COLLECT THE TAXES SET FORTH IN THE TAX RECORDS FILED IN THE OFFICE OF THE TAX ASSESSOR AND IN THE TAX RECEIPTS HEREWITH DELIVERED TO YOU, IN THE AMOUNTS AND FROM THE TAXPAYERS LIKEWISE THEREIN SET FORTH. SUCH TAXES ARE HEREBY DECLARED TO BE A FIRST LIEN UPON ALL REAL PROPERTY OF MADISON COUNTY, AND THIS ORDER SHALL BE A FULL AND SUFFICIENT AUTHORITY TO DIRECT, REQUIRE, AND ENABLE YOU TO LEVY ON AND SELL ANY REAL OR PERSONAL PROPERTY OF SUCH TAXPAYERS, FOR AND ON ACCOUNT THEREOF, IN ACCORDANCE WITH LAW.

WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 9th DAY OF AUGUST, 2022.



\_\_\_\_\_  
MARK SNELSON, CHAIRMAN  
MADISON COUNTY BOARD OF COMMISSIONERS

ATTEST:



\_\_\_\_\_  
CLERK TO THE BOARD  
MADISON COUNTY COMMISSIONERS

STATE OF NORTH CAROLINA

RESOLUTION

COUNTY OF MADISON

WHEREAS, North Carolina General Statutes § 105-286 requires that all real property be reappraised at least every eight years; and

WHEREAS, the same statute permits any county desiring to conduct a reappraisal earlier to do so upon adoption of a resolution so providing; and

WHEREAS, the County of Madison (hereinafter the "County") has implemented scheduled revaluations every eight (8) years with the most recent revaluation being conducted effective January 1, 2020; and

WHEREAS, the County, in order to reflect the current market value of all real property located within the bounds of the County, hereby advances its scheduled octennial reappraisal and implements a county-wide real property reappraisal effective January 1, 2024; and

WHEREAS, the County Board of Commissioners desires that the next county-wide real property reappraisal following the January 1, 2024 reappraisal, shall be conducted effective January 1, 2032, and with all county-wide real property reappraisals thereafter to be conducted every eight (8) years unless changed by subsequent resolution of the Board of Commissioners;

BE IT RESOLVED, that the County hereby adopts this Resolution changing scheduled tax revaluations and establishing subsequent reappraisals of ad valorem property tax as follows:

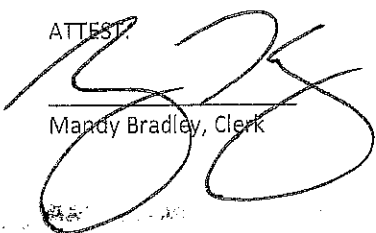
1. The County hereby advances its scheduled octennial county-wide real property reappraisal and implements a county-wide real property reappraisal to occur January 1, 2024.
2. The County hereby establishes that the next scheduled county-wide real property reappraisal shall occur January 1, 2032, and all county-wide reappraisals shall thereafter be conducted every eight (8) years unless changed by subsequent resolution of the Board of Commissioners.
3. A copy of this Resolution shall be forwarded to the North Carolina Department of Revenue, Property Tax Division, pursuant to North Carolina General Statutes § 105-286(a)(3).

This the 9th day of August, 2022.

MADISON COUNTY

  
Mark Snelson, Chairman

ATTEST:

  
Mandy Bradley, Clerk

## BlueRidge Playgrounds

542 Hendersonville Rd.  
Asheville, NC 28803  
828-776-2731  
playnationofwnc@gmail.com



**BlueRidge  
Playgrounds**

### SOW 81222 for Agreement to Perform Services for Madison County

	<b>Services Performed By:</b>	<b>Services Performed For:</b>
August 12, 2022	BlueRidge Playgrounds 542 Hendersonville Rd. Asheville, NC 28803 828-776-2731 playnationofwnc@gmail.com	Madison County Government Norris Gentry <a href="mailto:ngentry@madisoncountync.gov">ngentry@madisoncountync.gov</a> Medical Park Drive Marshall, NC

This Statement of Work (SOW) is issued between Madison County ("Client") and BlueRidge Playgrounds ("Contractor"), effective August 12, 2022.

This SOW # 81222 (hereinafter called the "SOW"), effective as of August 12, 2022, is entered into by and between Contractor and Client, and is subject to the terms and conditions specified below.

## Scope of Work

Contractor shall provide the Services and Deliverable(s) as follows:

1. Removal and re-installation of playground equipment and site amenities
2. 12" of Tumblesafe Playground Mulch and delivery for playground area
3. 12" tall Plastic Funtimber Borders for required safety zone on equipment
4. (1) Full ADA ramp
5. Landscape fabric
6. Concrete and Materials
7. Installation of fabric, borders and mulch
8. Shipping
9. Slight Grading to area

## Client Responsibilities

The Client by signing below approves what is listed in the Contractors Scope of work including the color choice that will be ordered. Client must provide access to the site and parking for truck and trailer, also access to water and electric hook up. Client must keep children and adults out of the area until the work is complete, BlueRidge Playgrounds will put up an orange temporary construction fence until work is complete

## Fee Schedule

Project Price: \$24,478.39. A 50% deposit is required \$12,239.19 to place the order for materials and start installation. Balance due upon completion of work. \$12,239.20

## Rock and Root Clause

When installing playground equipment below the surface of the ground, there could be unforeseen soil, rock, and tree roots delaying installation. BlueRidge Playgrounds will evaluate the situation and if the soil, rock, or roots is in excess of normal conditions after consultation and agreement with the client, the client will be charged for additional labor and equipment if needed.

## Project Change Control Procedure

The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Contractor or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. Contractor and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Project Managers will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the Agreement.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
- A written Change Authorization and/or PCR must be signed by both parties to authorize implementation of the investigated changes.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

Madison County

BlueRidge Playgrounds

By:     *Neil Gentry*    

By:     *David Moyher*    

Title: *Interim County Manager*

Title: Member/Owner

Date: *08/19/22*

Date: 2/23/22

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

CONTRACTOR: Blue Ridge Playgrounds  
COUNTY DEPARTMENT: Maintenance  
SUBJECT OF CONTRACT: Medical Park Playground  
DATE/TERM OF CONTRACT: 8/9/22

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

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

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

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

**No waiver of governmental immunity; Violation of law.** Except for waiver of governmental immunity resulting from the execution of a valid contract, Madison County makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation

of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Madison County.

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

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

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

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

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

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

For the CONTRACTOR: \_\_\_\_\_

Title: \_\_\_\_\_

For MADISON COUNTY *[Signature]*

Title: *Interim Co. Mgr.*

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

By: *Kary Lee Ford*  
Madison County Finance Officer



## THIRD AMENDMENT TO MEDICAL SERVICES AGREEMENT

**THIS THIRD AMENDMENT** (the "*Amendment*") to the Medical Services Agreement (the "*MSA*") effective March 25, 2020, between The Center for Rural Health Innovation, a North Carolina non-profit corporation ("*CRHI*"), and Madison County, North Carolina, on behalf of the Madison County Sheriff's Office, (the "*County*") is made and entered into this 9 day of August, 2022 (the "*Effective Date*").

### RECITALS

**WHEREAS**, CRHI has provided certain telemedicine services to Madison County Jail (the "*County Jail*") inmates under the MSA since March 2020 in support of the County's "Health-e-Corrections" program;

**WHEREAS**, in Spring of 2021, the Parties executed a First Amendment to expand the scope of CRHI's services within the Health-e-Corrections program ;

**WHEREAS**, in Fall of 2021, the Parties executed a Second Amendment to further expand the scope of CRHI's services within the Health-e-Corrections program to include COVID-19 pandemic mitigation and outbreak response services;

**WHEREAS**, the Parties desire to further amend the MSA to continue the scope of CRHI's services within the Health-e-Corrections program and update CRHI's service costs for continued transparency and accuracy;

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the Parties, intending to be legally bound, hereby agree as follows.

### TERMS

1. APPENDIX 1. Appendix 1, Section 2 "General Clinical and Administrative Services," is updated to include the following new subsection:
  - a. CRHI may provide additional non-emergency clinical services for County Jail when and as reasonably requested by County and agreed to in advance by CRHI.
  
2. APPENDIX 4. Appendix 4 is updated as follows:
  - a. Per Section A, CRHI's annual base fee increases from \$83,000 to \$86,000.
  - b. Per Section B, CRHI's 2022-2023 telemedicine component professional fees shall increase by 3.75%.
  - c. Per Section B, "Health-e-Corrections Telemedicine Component Professional Fees, 2021-2022" is superseded and replaced with CRHI's 2022-2023 fee schedule, which is set forth on Exhibit A to this Amendment.

- d. The following new Section E is added to Appendix 4: "To the extent a CRHI service is not covered or contemplated under the 2022-2023 fee schedule, CRHI's rate for said uncovered/uncontemplated fee schedule service(s) is \$110.00 per hour."

3. MISCELLANEOUS.

- a. All provisions of the MSA not modified, deleted, or updated in this Amendment, remain in full effect.
- b. The Parties agree that the changes to the services and fee schedule in this Amendment are: (i) commercially reasonable based upon their service needs and direct costs, and (ii) were negotiated by and between them in an arm's length transaction.

**EXECUTED BY:**

**THE CENTER FOR RURAL  
HEALTH INNOVATION**

Signature: Amanda Martin North

Printed Name: Amanda M. North

Its: Executive Director

Date: June 10, 2022

**MADISON COUNTY  
NORTH CAROLINA**

Signature: Mark Swelson

Printed Name: Mark Swelson

Its: Chairman, Board of Commissioners

Date: August 9, 2022

**EXHIBIT A**

**CRHI's Health-e-Corrections Telemedicine Component Professional Fees, 2022-2023**

Routine or "sick" Care, based on complexity & new or established

	New - Code	New - Price		Established- Code	Established - Price
Level 1	99201	\$ 48	Level 1	99211	\$ 28
Level 2	99202	\$ 80	Level 2	99212	\$ 48
Level 3	99203	\$ 112	Level 3	99213	\$ 91
Level 4	99204	\$ 176	Level 4	99214	\$ 118
Level 5	99205	\$ 219	Level 5	99215	\$ 160

Well Care, Physicals based on age & new or established

	New - Code	New - Price		Established- Code	Established - Price
5-11 Years	99383	\$ 160	5-11 Years	99393	\$ 139
12-17 Years	99384	\$ 160	12-17 Years	99394	\$ 139
18-39 Years	99385	\$ 160	18-39 Years	99395	\$ 139
40-64 Years	99386	\$ 187	40-64 Years	99396	\$ 166
65+ Years	99387	\$ 203	65+ Years	99397	\$ 182

Lab Services performed on site

87880	Rapid Strep	\$ 21
81002	Urinalysis	\$ 11
81025	Urine Pregnancy	\$ 11
87804	Flu swab	\$ 21
36415	Venipuncture to send off	\$10

Wound Care

Local anesthesia and wound preparation are inclusive of the repair procedure.

Wound care pricing varies by location and size and special circumstances.

10060	Incision & drainage of abscess; simple or single	\$88
10061	Incision & drainage of abscess; complicated or multiple	\$150

Simple repair of superficial wounds of face, ears, eyelids, nose, lips and/or mucous membranes

12011	2.5cm/<	\$ 133
12013	2.6cm-5.0cm	\$ 147
12014	5.1cm-7.5cm	\$ 173
12015	7.6cm-12.5cm	\$ 218

Simple repair of superficial wounds of scalp, neck, axillae, external genitalia, trunk and/or extremities (including hands and feet).

12001	2.5cm/<	\$ 125
12002	2.6cm-7.5cm	\$ 133
12004	7.6cm-12.5cm	\$ 157
12005	12.6-20.0cm	\$ 196

Wound dehiscence usually describes opening up a previously sutured area that has become infected. The provider cleans the wound and closes it with a simple closure.

12020	Treatment of superficial wound dehiscence; simple closure	\$ 226
12021	Treatment of superficial wound dehiscence; with packing	\$ 135

Behavioral Health Services are based on acuity and time

90791	Psychiatric diagnostic evaluation	\$ 146
90792	Psychiatric diagnostic evaluation when combined with medical services	\$ 122
90832	Psychotherapy 30 minutes	\$ 61
90834	Psychotherapy 45 minutes	\$ 79
90837	Psychotherapy 60 minutes	\$ 116
96156	Health behavior assessment or reassessment – includes health-focused clinical interviews, behavioral observations, and clinical decision making	\$ 100
96158	Health behavior intervention; individual; initial 30 minutes; face-to-face	\$ 68
96159	Health behavior intervention; individual; each additional 15 minutes; face-to-face	\$ 24

STATE OF NORTH CAROLINA  
Department of  
Agriculture and Consumer Services

\$ 229,470.00

Total Cooperative Appropriation

\$ 149,156.00 State

\$ 80,314.00 County

\$ 25,179.00 County Add (If Applicable)

\$ 105,493.00 County Total (If Applicable)

AGREEMENT FOR THE PROTECTION, DEVELOPMENT AND IMPROVEMENT  
OF FOREST LANDS IN MADISON COUNTY NORTH CAROLINA

THIS AGREEMENT is made under the authority of **Chapter 106, Article 75, of the North Carolina General Statutes, including N.C. Gen. Stat. § 106-906, titled "Cooperation between counties and State in forest protection and development,"** by and between the North Carolina Department of Agriculture and Consumer Services (hereinafter called the Department), party of the first part, and the Board of Commissioners of MADISON COUNTY in the State of North Carolina (hereinafter called the Board), party of the second part.

WHEREAS, the Board recognizing the need for active forest protection, development, reforestation, management and improvement in MADISON COUNTY has accepted the offer of the Department for cooperation in accomplishing this object; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties contract and agree to maintain a legally appointed and equipped Forest Service office to support said county at the joint cost of the State and County, insofar as the joint funds will permit, as follows:

Part I. THE DEPARTMENT AGREES:

1. To select and employ permanent and temporary position(s) in order to successfully execute the mission of the NC Forest Service and to support the forestry program in said county. These positions include:
  - A) 1 County/Area Ranger(s) assigned for the purposes of controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.
  - B) 1 Assistant County Ranger(s) for the purposes of assisting under the direction, supervision, and/or oversight of the County/Area Ranger in controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent

- forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.
- C) **0.13** Forestry Management Clerk for purposes of providing administrative support, serving as the back-up administrative contact for the assigned district, counties within the district, or unit, and serving as the primary contact for forest management administrative business within the assigned district.
  - D) Temporary position(s) on an as-needed basis.
2. To furnish position(s) so employed a badge of office, stationery and report forms, instructional posters for use in the County, leaflets for distributing to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements insofar as the joint funds will permit.
  3. To pay the identified position(s) for all official services rendered at a fair rate of pay. Rates of pay are to be established by the Department in accordance with existing State salary administration policy.
  4. To direct, supervise, instruct, and inspect, through its agents, the work and conduct of each position, to discipline and, when necessary, discharge such position(s).
  5. To submit to the Board monthly, or at other mutually satisfactory intervals, an itemized statement of all monies to be paid by the County and those paid by the Department for the work conducted pursuant to this Agreement within said County.

#### State Funding

6. To make available annually from State, Federal, and other funds allotted to it, the sum of **ONE HUNDRED FORTY-NINE THOUSAND ONE HUNDRED FIFTY-SIX DOLLARS (\$149,156.00)** as its share of an annual budget of **TWO HUNDRED TWENTY-NINE THOUSAND FOUR HUNDRED SEVENTY DOLLARS (\$229,470.00)** for carrying on the above listed work in said County.

#### Part II. THE BOARD AGREES:

7. To pay the Department **35** % of the total cost of the salary of position(s) specified in Part I.1 above and expenses and other proper expenditures made in connection with the overall forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.

#### County Funding

8. To appropriate annually the sum of **EIGHTY THOUSAND THREE HUNDRED FOURTEEN DOLLARS (\$80,314.00)**, which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget for carrying on work listed in this Agreement in said County.
9. In addition to and as mutually agreed between the Department and the Board, the county may agree to cover 100% of a position or positions. The amounts will be added to the standard county percentage sum and listed below. The position(s) will be identified below as applicable and will be in addition to the amounts listed in section:
  - A) **1** Smokechaser(s)

10. For section 8, To appropriate annually an additional sum of **TWENTY-FIVE THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS (\$25,179.00)** which sum shall be available for expenditure under the terms of this Agreement, and shall represent an addition to the County's share of the annual budget for carrying on work listed in this Agreement in said County.

Part III. IT IS EXPRESSLY AGREED AND UNDERSTOOD BY BOTH PARTIES:

11. That this Agreement becomes effective **July 1, 2022**, and lasts through **June 30, 2023**.
12. Payments made for services rendered in a prior contract period will apply toward the contract period in which the services were rendered and not toward the contract period when the payments are made.

That the annual appropriations as set forth above may be revised in writing by mutual agreement between the Department and the Board, based on the amount of annual appropriation desirable for the proper conduct of the Forestry work. Such revision shall become effective at the beginning of the stated Fiscal Year. A Fiscal Year begins on July 1 and ends on June 30. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties.

13. That this Agreement may be modified only in writing and upon execution by both parties.
14. That the Board reimburse the Department as provided in Part II of this Agreement by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's monthly statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.
15. The title to all improvements and equipment purchased and/or constructed in connection with this Agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this Agreement is in effect, or as long as they are needed by the Department for the proper conduct of the work therein.
16. That the County/Area Ranger periodically or at the request of the Board, shall present to the Board statements of the work being done within the County, so that said Board may be always informed regarding the Forestry finances and activities within the County.

IN WITNESS WHEREOF, the said parties do hereunto affix their names and seals upon the date herein below specified.

For the Board of County Commissioners of **MADISON COUNTY**

Date

August 9, 2022

Mark Sulea

County Manager

Provisions for the payment of the monies to fall due under this Agreement have been made by appropriation duly made or by bonds or notes duly authorized and this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

Date 8/9/2022

Kay Welford County Finance  
Officer

For the North Carolina Department of Agriculture and Consumer Services

Date \_\_\_\_\_

\_\_\_\_\_ Signature

N. David Smith  
Chief Deputy Commissioner



**RESOLUTION ALTERING THE REGULAR MEETING SCHEDULE OF THE  
MADISON COUNTY BOARD OF COMMISSIONERS**

**THAT WHEREAS** the Madison County Board of Commissioners, (hereinafter "Board") has heretofore adopted a Resolution which said Resolution is on file with the Clerk to the Board which establishes the regular monthly meetings of the Board to occur at 7:00 p.m. on the second (2<sup>nd</sup>) Tuesday of each consecutive month, with said meetings to be held in at the North Carolina Cooperative Extension Office-Madison County Center located at 258 Carolina Lane, Marshall, NC; and

**WHEREAS** it has become necessary to change the date and time of the regular monthly meeting for September 2022, due to the temporary unavailability of the Board.

**WHEREAS** it is incumbent upon the Board to follow the appropriate statutory procedure to alter its regular meetings which said procedure includes, without limitation, the following:

- 1- The adoption of a revised schedule of regular monthly meetings at least 7 days before the first (1<sup>st</sup>) meeting occurs under the revised schedule (NCGS §143-318.12(a)(4)).
- 2- The filing of the revised regular meeting schedule with the Clerk to the Board (NCGS §143-318.12(a)(2)).
- 3- The posting of the revised meeting schedule on the Board's website (NCGS §143-318.12(d)).
- 4- The posting of notice of the temporary change at or near the Board's regular meeting place (NC Cooperative Extension-Madison County Center) (NCGS §153A-40(a)).
- 5- Notification to all persons or entities that have requested information of the Board's meetings of the change.

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

- 1- That the regular monthly meeting of the Board in September 2022 will be as follows:  
  
The meeting will be on the 19th day of September 2022, commencing at 6:00 o'clock p.m. at the North Carolina Cooperative Extension Office-Madison County Center located at 258 Carolina Lane, Marshall, NC.
- 2- Except as modified herein, the regular meeting schedule of the Board of Commissioners will remain the same as heretofore scheduled.

It is further resolved that the Clerk to the Board shall take the following actions:

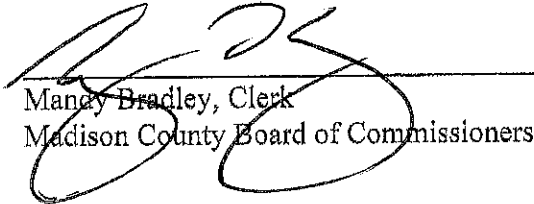
- a- Immediately receive and file, within the Clerk's records, this Resolution.
- b- Immediately post this Resolution on the Board's website.
- c- Immediately post a copy of this Resolution at or near the Board's regular meeting place at NC Cooperative Extension-Madison County Center.
- d- Immediately notify all persons or entities that have requested information regarding the Board's meetings.

Resolved this the 9th day of August 2022.



\_\_\_\_\_  
Mark Snelson, Chairman  
Madison County Board of Commissioners

ATTEST:



\_\_\_\_\_  
Mandy Bradley, Clerk  
Madison County Board of Commissioners

# 2022 Madison County Board of Commissioners Meeting Schedule

Month	Date	Day	Time	Location
January	11th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center
February	8th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center
March	8th	Tuesday	7:00 PM	Madison County Courthouse
April	12th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center
May	10th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center
June	28th	Tuesday	6:00 PM	NC Cooperative Extension-Madison Center
July	12th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center
August	9th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center
September	19th	Monday	6:00 PM	NC Cooperative Extension-Madison Center
October	11th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center
November	8th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center
December	13th	Tuesday	7:00 PM	NC Cooperative Extension-Madison Center

Prepared by Donny J. Laws, Attorney, PO Box 397, Burnsville, NC 28714

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF MADISON

1 JUNE 2022

**THIS LEASE AGREEMENT** is made and entered into on this the day and year first above written, by and between, **JABLONSKI BUILT, LLC A North Carolina Limited Liability Company**, hereinafter referred to as Lessor, and **MADISON COUNTY, A NORTH CAROLINA BODY CORPORATE AND POLITIC**, hereinafter referred to as Lessee; thus

**WITNESSETH**

**THAT WHEREAS** the Lessor, in consideration of the agreements and covenant hereinafter mentioned and expressed, to be fulfilled and performed by the Lessee, does hereby lease and let unto the Lessee for the term hereinafter specified certain premises being hereinafter referred to as the "Demised Premises" upon the following terms and provisions:

- I. Term: The term of this Lease shall be as follows: 4 months commencing on 1 June 2022, and ending on 30 September 2022.
- II. Basic Rent: Rents hereunder shall be payable as follows:
  - A. \$1,000 per month commencing on 1 June 2022 and payable on the 1<sup>st</sup> day of each month thereafter
- III. Demised Premises: The lower level including Main Street access of that building commonly known as the "Old Roberts Pharmacy" located at 10 South Main Street, Marshall, North Carolina, consisting of a room of approximately 1,250.00 square feet, together with two (2) newly constructed bathrooms located at the back of said premises, together with all rights of access, easements, and appurtenances to said premises and being a portion of those lands described at Madison County Deed Book 656, Page 471.
- IV. Covenant of Title and Quiet Enjoyment: The Lessor covenants and warrants to the Lessee that the Lessor has full right and lawful authority to enter into this Lease for the term hereof and that provided the Lessee is not in default hereunder, Lessee's quiet and peaceable enjoyment of the premises shall not be disturbed by anyone claiming through the Lessor.
- V. Inspection: The Lessor shall have the right at all times to enter and inspect the building.

- VI. Fire Insurance: The Lessor shall carry, at the Lessor's expense, fire insurance with extended coverage insuring against loss of damage to the building and other improvements on the premises in amounts and in companies as the Lessor in its discretion shall choose. The Lessee shall carry at the Lessee's expense fire insurance with extended coverage insuring against loss or damage to the Lessee's furnishings, fixtures, inventory, equipment, and other property situated or placed upon, in or about the demised premises. All insurance required hereby shall be kept in force during the entire term and renewals hereof.
- VII. Use of Premises by Lessee: The Lessee covenants and agrees that during the terms of this lease the tenants use of the premises shall be for the sole purpose of inspecting and evaluating the premises to determine its suitability as Madison County Judicial Office Space and in particular as a courtroom.
- VIII. Responsibilities of Lessor and Lessee: The Lessor shall maintain the roof, structural parts, and exterior of the building, plate glass, plumbing, heating, cooling, and electrical systems, provide designated area for dumpster trash removal and disposal unless damage thereto shall result from the negligence of the Lessee, in which case the Lessee shall be responsible for the same. The Lessor shall in no event be liable for damage to the Lessee for the stoppage, curtailment, or reduction of heat, lighting, or other service or for injury to persons or property where the cause of the failure is beyond the control of the Lessor.
- Lessee shall provide for routine cleaning of the interior of the premises, routine cleaning of interior and exterior windows that are accessible, trash removal, floor and window covering, interior lighting, interior partitioning, and any additional interior wiring.
- IX. Taxes, Assessments, & Utilities: The Lessor shall timely list the building for ad valorem tax purposes and the Lessee shall pay all tax assessments of whatever kind or nature assessed against the building, including any tax assessed against leasehold improvements made by the Lessee. The Lessee shall timely list for taxes and pay all tax assessments of whatever kind or nature assessed against or on the Lessee's furnishings, fixtures, inventory, equipment, leasehold improvements and other property situated or placed upon in or about the demised premises. All taxes shall be paid prior to delinquency. The Lessee does hereby covenant and agree that it shall be solely responsible for and shall timely pay any and all utility costs with the exception of water which will be paid by Lessor. Lessee further agrees to maintain a renter's insurance policy during the term of the Lease.
- X. Alteration and Upkeep: The Lessee shall make no additions, alterations, improvements, or partitions, or any modification of the demised premises, without the prior written approval of the Lessor. The Lessee further covenants and agrees to keep the demised premises in good condition and to surrender and

to deliver up the same, together with any improvements made thereto by the Lessee at the end of the term of this Lease in as good condition and repair as the same exists on the commencement of this Lease, reasonable wear and tear and damage by unavoidable accident excepted.

- XI. Fire or Casualty: If the building or the demised premises or any portion thereof shall be damaged or destroyed by fire or other casualty, the Lessor or Lessee shall have the right to terminate this Lease effective as of the date of such damage or destruction. If the Lessor and Lessee do not elect to terminate this Lease, then the rentals shall abate during the period of reconstruction.
- XII. Assignment or Subletting: The Lessee shall not have the right to assign this Lease or to sublet the demised premises in whole or in part, without the prior written consent of the Lessor, which said consent shall not be unreasonably withheld.
- XIII. Default:
- a) Each and every one and all of the following events shall constitute an event of default:
- i) If the Lessee files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or voluntarily takes advantage of any such act or makes an assignment for the benefit of creditors.
  - ii) If voluntary proceedings under any bankruptcy law, insolvency or receivership action shall be instituted against the Lessee, or if a receiver or trustee shall be appointed for all or substantially all of the property of the Lessee and such proceedings are not dismissed, or the receivership or trusteeship vacated within ten days after the institution of appointment.
  - iii) If the Lessee fails to pay any sum due from it in strict accordance with the provisions of this Lease, and does not make such payment within five days of such payment being due as herein provided. For the purposes hereof all sum due from the Lessee shall constitute rentals whether denominated as rentals or otherwise elsewhere herein.
  - iv) If the Lessee fails to fully perform and comply with each and every condition and covenant of this Lease Agreement and such failure of performance continues for a period of fifteen days after notice thereof.
  - v) If the Lessee vacates or abandons the demised premises.

- vi) If the interest of the Lessee is transferred, levied upon, or assigned to any other person, firm, or corporation whether voluntarily or involuntarily, except as herein permitted.
- b) Upon the occurrence of any event of default as set forth herein above, the Lessor shall have the right, at its option, to utilize any one or more of the following rights:
  - i) To cancel and terminate this Lease Agreement and all interests of the Lessee hereunder by giving notice of such cancellation and termination not less than ten days prior to the effective date of such termination. Upon the expiration of such ten day period, the Lessee shall have no further rights under this Lease Agreement.
  - ii) To make any payment required of the Lessee herein or correct any condition required to be corrected by the Lessee and the Lessor shall have the right to enter the premises for the purpose of correcting such conditions and to remain on the premises until the complete correction of such condition. However, no expenditure by Lessor on the behalf of the Lessee shall be deemed to waive or to release the Lessee's breach hereof, and the Lessor shall retain all rights to proceed against the Lessee as set forth herein.
  - iii) To re-let the demised premises or any part thereof for any term, with or without terminating the Lease, and at such rentals and on such other terms as the Lessor may elect, and to alter and repair the premises as the Lessor shall deem necessary. The Lessor shall apply the rent received from the re-letting in the following order: (1) to sums due from the Lessee other than sums denominated in Sections 2 and 3 above as rentals, and (2) to sums denominated as rentals in Sections 2 and 3 above previously due, and (3) to sums which were to become due in the future.
  - iv) All other rights and remedies provided by law to Lessor with a defaulting Lessee, including all such money damages as the Lessor shall be entitled pursuant to the law of damages.
- c) In the event of any conflict between any of the provisions hereof regarding the amount of time that must elapse without cure after notice of breach before the same constitutes an event of default, then the provisions establishing the greatest amount of time to cure after notice shall prevail

XIV. Subordination to Mortgages: This Lease Agreement and the rights of the Lessee shall either be subordinate or superior, at the Mortgagee's election (in the absence of an election, the Mortgage shall be superior), to the lien of any mortgage or deed of trust placed upon the building by the Lessor, Lessor's predecessor, or Lessor's successors (hereinafter referred to as "Mortgagee")

whether such mortgage is currently a lien on the building or shall hereafter become a lien on the building, and no further agreements or documents shall be required to render this Lease and the Lessee's rights subordinate to such mortgage or deed of trust. At the Lessee's request and at the Lessee's expense, the Lessor shall endeavor to obtain for the Lessee a non-disturbance agreement in recordable form providing in substance that the Lessee's tenancy shall not be disturbed nor affected by any default under the mortgage or deed of trust provided that the Lessee is not in default under any of the terms, conditions, and covenants hereof. The Lessee shall at all times upon the request of the Lessor promptly furnish documents stating that this Lease is in full force and effect, and that no defaults of the Lessor exist, and such other matters as are customarily contained in what is known as an "estoppel letter" or a "good standing letter". Should the Lessee fail to deliver such written documents within ten days of the Lessor's request therefore, the Lessor shall be deemed Lessee's attorney-in-fact for the purpose of executing such documents in the name of the Lessee unless the Lessee has within such period provided written notice to the Lessor of the Lessee's claim of the Lessor's default. Upon cure of such default the Lessee shall promptly provide notice of the same as requested by the Lessor.

- XV. Insurance: Lessor shall maintain the following insurance policies on the property:
- A. General liability policy in an amount not less than \$1,000,000.00 per incident and \$2,000,000.00 in the aggregate.
  - B. Standard flood insurance in a coverage amount of not less than \$400,00.00
- XV. Binding Effect & Complete Terms: The terms, covenants, conditions, and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by the Lessor and the Lessee and by their respective heirs, successors, and assigns. All negotiations and agreements of the Lessor and the Lessee are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by the Lessor and Lessee.
- XVI. Construction of Lease: This lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of the same.
- XVII. Condemnation: In the event that the whole or any part of the building or demised premises shall be taken (or transfer is made under threat of condemnation) by any authority under the power of eminent domain, the Lessor shall have the option to terminate this Lease Agreement, but notwithstanding whether the Lessor exercises such option, the term hereof shall terminate as to the part taken, effective as of the date possession thereof shall be required to be delivered pursuant to the final order, judgment, or decree entered in the exercise of such power.



- XVIII. Waiver: No failure by the Lessor to exercise any rights hereunder to which the Lessor may be entitled shall be deemed a waiver of the Lessor's right to subsequently exercise the same. The Lessee shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of the Lessor's failure to timely assert its rights. No acceleration of rentals, regardless of how often occurring, which the Lessor chooses to ignore by thereafter accepting rental or other performance by the Lessee shall constitute a waiver of the right to thereafter accelerate rentals.
- XIX. Notices: All notices, demands, and requests which may be or are required to be given by either party of the other shall be in writing. All notices, demands, and requests by the Lessee to the Lessor shall be delivered to his address at \_\_\_\_\_ or at any other such place as the Lessor may from time to time designate in written notice to the Lessee. All notices, demands, and requests by the Lessor to the Lessee shall be delivered to the Lessee at \_\_\_\_\_, at the demised premises, or at any such other place as the Lessee from time to time may designate in written notice to the Lessor. Notices, demands, and requests which shall be served upon the Lessor and Lessee in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder.
- XX. Integration Clause: Any stipulations, representations, or agreements, parole or written, made prior to or contemporaneously with this Agreement, shall have no legal or equitable consequences, and the only agreement made and binding on the parties hereto in contained herein and it is the complete and total integration of the intent and understanding of the Lessor and Lessee.
- XXI. Miscellaneous provisions: Lessor and Lessee specifically understand and agree that Lessee is entering into this Agreement for the purposes of acquiring facilities to relocate normal courthouse functions in the event that the offices in the Madison County Courthouse are unavailable for continued usage as courthouse offices. In the event that Madison County can return to the Madison County Courthouse or to any other building which serves similar purposes during the course of this Lease and extensions thereof, then the Lessee at its sole election may terminate this Lease by giving Lessor 60 days written notice of its intent to terminate this Lease.

**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.

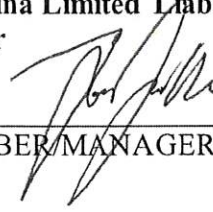
**JABLONSKI BUILT, LLC A North  
Carolina Limited Liability Company,  
Lessor**

BY: \_\_\_\_\_  
MEMBER/MANAGER

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**JABLONSKI BUILT, LLC A North  
Carolina Limited Liability Company,  
Lessor**

BY:   
\_\_\_\_\_  
MEMBER/MANAGER

**MADISON COUNTY, Lessee, a body politic  
and corporate of the State of North Carolina**

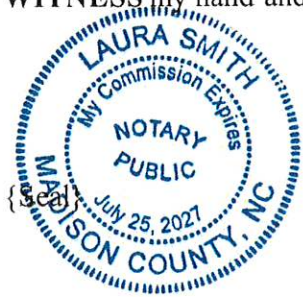
BY:   
\_\_\_\_\_  
County Manager

STATE OF NC

COUNTY OF Madison

I, Laura Smith, a Notary Public for the aforesaid County and State, do hereby certify that Thomas Jablonski, personally appeared before me this day and acknowledged that Thomas Jablonski of Jablonski Bvlt, LLC and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act and deed.

WITNESS my hand and notarial seal this the 3rd day of August, 2022.



Laura Smith

Notary Public

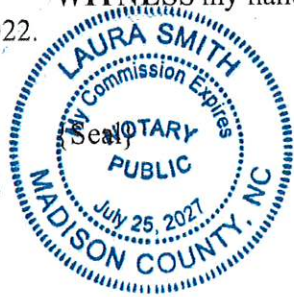
Commission Expiration Date: 7-25-27

STATE OF NORTH CAROLINA

COUNTY OF Madison

I, Laura Smith, a Notary Public for the aforesaid County and State, do hereby certify that Norris Gentry, personally appeared before me this day and acknowledged that Norris Gentry of Madison County and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act and deed.

WITNESS my hand and official seal, this the 23rd day of August, 2022.



Laura Smith

Notary Public

Commission Expiration Date: 7-25-27

This Instrument was prepared by:  
Donny J. Laws, Attorney  
PO Box 397  
Burnsville, NC 28714

STATE OF NORTH CAROLINA  
COUNTY OF MADISON

**ARCHITECT CONTRACT**

**THIS AGREEMENT** made as of the 12<sup>th</sup> day of August, 2022, by and between **MADISON COUNTY, a body politic and corporate** (hereinafter "Owner") and **LS3P, f/k/a PFA ARCHITECTS**. (hereinafter "Architect").

**WITNESSETH:**

**WHEREAS**, the Owner intends to renovate and construct modifications to an existing facility as follows:

**THE PROJECT:** Madison County has received funds from the Golden LEAF Grant Program to renovate and construct modifications to the Spring Creek Community Center. Spring Creek is a local community situated in Madison County, North Carolina. Renovations to the building include, without limitation, modifications and improvements to the interior of the building. The Owner is seeking professional structural engineering from that will provide planning; engineering design; permitting; and bidding assistance, which includes plans and specifications as well as construction contract administration development and observation for the construction of the interior building modification and renovation of the Spring Creek Community Center. Services provided will include, but not be limited to: Working and leading discussions with the appropriate entities including Madison County and the Spring Creek Community Center for the interior building modification and renovation of the Spring Creek Community Center; assisting Madison County with compliance of specifications as outlined in the FY2022-029 Golden LEAF funding award; translation of agreed upon Project requirements into architectural design plans and specifications to meet the requirements of the North Carolina Building Code, the

Department of Insurance of the State of North Carolina, the North Carolina Department of Labor, the U.S. Army Corps of Engineers, the North Carolina Department of Environment and Natural Resources, and applicable federal, state and local laws and regulations, including but not limited to the Americans with Disabilities Act, State and Federal Occupational Safety and Health Acts and regulations, State and Federal underground storage tank regulations and local land use ordinances. The plans and specifications shall also meet the requirements of utility providers, including, without limitation: electricity, telephone, water, sanitary sewer, natural gas and wire and wireless electronic media.

**NOW, THEREFORE,** the Owner and Architect, for the considerations hereinafter set forth, contract and agree as follows:

**ARTICLE 1.** The Architect agrees to provide professional services for the Project as hereinafter set forth, and the Architect represents that it is properly licensed in the jurisdiction where the Project is located or shall cause such services to be performed by appropriately licensed design professionals. The Architect acknowledges that the description of the Project set out hereinabove constitutes the scope of the Project for purposes of interpreting this Agreement.

**ARTICLE 2.** The Owner agrees to pay the Architect as compensation for services:

**2.1** For his Basic Services, as defined in Article 3 of this Agreement, the Architect shall be paid the total sum of Sixty Eight Thousand Four Hundred Dollars (\$68,400.00), as the same is more particularly itemized on Exhibit A attached hereto.

Payments on account of the Architect's Basic Services, as defined in Article 3, shall be made monthly in proportion to services performed so that the following percentages of the total fee for Basic Services will have been paid at the completion of each phase of the work as follows:

b.	Schematic Design and Development Phase	35%
c.	Construction Documents Phase/AHJ	45%
d.	Bidding and Negotiation Phase	5%
e.	Construction Admin Phase	15%

Total Basic Compensation

100%

Design Services will be billed monthly in accord with the percentage of work complete and the terms of compensation. LS3P will begin work on this Project once the Proposal signed by both parties have been received. Payments on this Project should be sent directly to:

LS3P ASSOCIATES LTD.

PO Box 745160

Atlanta, GA 30374-5160

2.2 For all Additional Services, defined in Article 4.1 through 4.6 of this Agreement, prior to commencement of and compensation for any and all Additional Services, the Architect shall notify the Owner in writing that such Additional Services will be necessary and shall obtain the Owners written approval to either a mutually agreeable: 1) lump sum amount; or 2) hourly fee arrangement for the specific scope of work. Unless otherwise specified herein, the Architect's current hourly rates are established in Exhibit B. All time shall be rounded to the nearest quarter hour. Other than those heretofore approved additional services set forth on Exhibit A, Services for professional consultants engaged for the normal civil, structural, HVAC, plumbing and electrical engineering services and landscape architectural services at a multiple of 1.25 times the amount billed the Architect for such services. Architect shall inform the Owner of the extent of services in these areas before it engages the respective engineers and landscape architects. Payment for any such Additional Services shall be made by the Owner from time to time upon presentation of the Architect's detailed invoice showing at a minimum the date, a description of the specific activity and the time spent.

2.3 For reimbursable expenses, as defined in Article 6.2 of this agreement the amount expended by the Architect. Payment for any such reimbursable expense shall be made by the

Owner from time to time upon presentation of the Architect's detailed invoice therefore.

### **ARTICLE 3. ARCHITECT'S BASIC SERVICES**

#### **3.1 Schematic Design Phase.**

**3.1.1** The Architect shall consult with the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner. The Architect shall assist in the programming by writing up his interpretation of the Project as given and discussed and shall furnish copies of same to the Owner for approval before proceeding with preliminary designs.

**3.1.2** The Architect shall prepare schematic design studies leading to a recommended project scope together with a general description of the Project for approval by the Owner. The Architect shall include indication of any future growth and expansion in outline form.

**3.1.3** The Architect shall submit to the Owner a Statement of Probable Project Construction Cost based on current area, volume, or other unit costs.

**3.1.4** The Owner reserves the right to delete a portion of the scope of work for the Project if, upon completion of the Schematic Design Phase, sufficient Project Construction Cost funds are not estimated to be available to proceed with the full scope of work for the Project as described in this Contract. The balance of the scope of the design work from the Design Development Phase through the Construction Documents Phase and Construction Phase described in Articles 3.2, 3.3 and 3.4 in this Contract will be determined after the completion of the Schematic Design Phase described in this Article 3.1. The balance of the scope of design work shall include a budget cost breakdown for each major segment of the scope of work, at which time the Owner will notify the Architect if it desires to proceed with the Project and, if it desires to proceed with the Project, provide to the Architect an amendment to this Contract to include any revisions to the scope of work, to the Project and to the final budget. The fee paid to the Architect for the Schematic Design

Phase will be credited to the overall fees paid to the Architect for its services under this Contract, as amended.

### **3.2 Design Development Phase.**

**3.2.1** The Architect shall prepare from the approved schematic design studies, the design development documents consisting of plans, elevations and other drawings, and outline specifications, to fix and illustrate the size and character of the entire Project in its essentials as to site work, utilities, kinds of materials, type of structure, mechanical, plumbing and electrical systems and such other work as may be required.

**3.2.2** The Architect shall submit to the Owner a Further Statement of Probable Project Construction Cost.

**3.2.3** The Architect shall not commence the Construction Documents Phase until the Owner has approved the Design Development Phase and has allocated sufficient funds to pay for Architectural services under the Construction Documents Phase.

### **3.3 Construction Documents Phase.**

**3.3.1** The Architect shall prepare working drawings and specifications and a Project Manual from the approved design development documents setting forth in detail the work required for the architectural, structural, mechanical, plumbing, electrical, service-connected equipment, utility, any required demolition and site work, and the necessary bidding and contract documents, including general, supplementary and special conditions of the contract. The Architect shall provide the services of registered structural, mechanical, plumbing, civil, and electrical engineers, and landscape architects qualified by training and experience in their respective fields, and shall require such consultants to place their seal, name and signature on the drawings and specifications prepared by them.



**3.3.2** The Architect shall submit to the Owner a further Statement of Probable Project Construction Cost.

**3.3.3** At the Owner's instruction, the Architect shall prepare construction documents so that the Project can be appropriately bid as required by law

**3.3.4** The Architect shall not commence the Construction Phase until the Owner has formally approved the Construction Documents Phase and has allocated sufficient funds to pay for architectural services through receipt of bids.

**3.4 Construction Phase --- General Administration of Construction Contracts.**

**3.4.1** The Architect shall advertise and solicit proposals (bids) from Contractors on behalf of Owner and after being authorized by Owner to do so, shall evaluate all bids received and make recommendations concerning award of contracts. As requested by the Owner, the Architect shall advertise and solicit proposals as required by law. Preparation of addenda and conducting pre-bid conferences shall be provided without additional compensation. Upon the awarding of contracts by Owner, the Architect shall prepare the construction documents in accordance with the Owner's Construction Manual. The Architect shall not proceed with this phase following receipt of bids unless expressly authorized to do so by resolution passed by the Owner.

**3.4.2** To the extent provided by the Agreement between the Owner and the Contractors and/or applicable law, the Architect shall make decisions on all claims of the Owner and Contractors and on all other matters relating to the performance of the construction contracts and the execution and progress of the Project or the interpretation of the Contract Documents. The Architect shall review samples, substitutions, schedules, shop drawings, requests for information/instructions, requests for change orders, and other submittals requests and communications of contractors, subcontractors, manufacturers, machinery and equipment suppliers, computer hardware, software, and systems suppliers, and material suppliers for

conformance with the design concept of the Project and for compliance with the information given by the Contract Documents. The Architect shall prepare construction field directives, prepare change orders, shall assemble and deliver to the Owner written warranties and guarantees required of the Contractors, Record Documents, and operation and maintenance manuals and instructions to the Owner.

**3.4.3** The Architect will hold at least monthly construction meetings at the site and will make such periodic visits to the site of the Project as are necessary to enable him to familiarize himself with the progress and quality of the work and to determine and report to the Owner whether the work is proceeding in accordance with the Contract Documents. During such visits and on the basis of his observations while at the site, the Architect will keep the Owner informed of the progress of the work, will endeavor to guard the Owner against deficiencies in the work of contractors and the Architect may condemn work as failing to conform to the Contract Documents. Based on such observations and the Contractors' written and detailed Applications for Payment, the Architect will determine the amount owing to the Contractors and will issue Certificates for Payment in such amounts. These Certificates will constitute a representation to the Owner, based on such observations and the data comprising the Application for Payment, that the work has progressed to the point indicated. By issuing a Certificate for Payment, the Architect will also represent to the Owner that, to the best of his knowledge, information and belief based on what his observations have revealed, the quality of the work is in accordance with the Contract Documents. The Architect will conduct inspections to assist the Owner in determining the dates of substantial and final completion and shall issue a final Certificate for Payment. Before issuing a final Certificate for Payment, the Architect will assemble all documents required by Article 3.4.2, the documents required by Article 3.4.7, and all documents required for final payment (contract close-out), all of which shall be provided to the Owner with the Architect's Final Certificate for Payment.

The Architect will provide certificates of compliance from the mechanical, structural, civil, plumbing and electrical engineers and landscape architects employed by the Architect for the Project. The Architect will promptly provide written reports to the Owner following each construction conference at the site and following each site observation performed by the Architect.

**3.4.4** If more extensive representation at the site is required, the conditions under which such representations shall be furnished and a Project Representative selected, employed and directed, shall be agreed to by the Owner and the Architect and set forth in an addendum to this Agreement.

**3.4.5** Upon request by the Owner, the Architect and the Architect's consultants will make an observation of the Project just prior to the expiration of any period for which any portion of the work is warranted or guaranteed and make a written report of any observed discrepancies under said warranties and guarantees required by the Contract Documents to both the Owner and the Contractor.

**3.4.6** Upon completion of the work, the Architect shall compile for and deliver to the Owner, in a digital format, a complete set of general contractor printed, marked-up, as-built drawings and plans.

**3.4.7** The Architect shall purchase and maintain professional liability insurance for the duration of the Project, which insurance shall be in force as of the date of this Agreement and which, at a minimum, shall insure the Architect for a period of time ending one year from the date of final completion of this Agreement or the date of termination of this Agreement, whichever shall occur first. The Architect shall provide the Owner with a certificate of such insurance acceptable to the Owner prior to the commencement of work under this Agreement which certificate shall contain a provision that the policies of insurance will not be canceled or otherwise terminated until at least thirty (30) days prior written notice has been given to the Owner. The

minimum policy limits for such insurance shall be as follows: Commercial General Liability; One Million Dollars (\$1,000,000.00) for each occurrence and in aggregate for the duration of the project.

**3.4.8** The Architect shall provide the services and perform the duties of the Architect set forth in the Contract Documents as defined in Article 13.7.

**3.4.9** At a minimum, the Architect shall perform his duties in conformance with N.C.G.S. § 133-1.1, unless any provision of this Agreement requires a higher degree of care and professional skill and judgment.

**3.4.10** After the Architect has certified substantial completion, and upon the written request of the Owner, Architect shall provide Owner with a written certification, to the best of the Architect's (or Engineer's) knowledge and belief, detailing any Work that remains incomplete because that Work fails to meet the performance specifications required in the Contract Documents. The Contractor is not an intended or third-party beneficiary of this paragraph and the Architect's certification does not alter the responsibility of the Contractor under the Contract Documents. The purpose of this paragraph is to facilitate payment and to enable the Owner to distinguish between Work failing to meet design specifications and warranty and guarantee work.

#### **ARTICLE 4. ARCHITECT'S ADDITIONAL SERVICES**

The following services cause the Architect extra expense. If any of these services are authorized in advance by the Owner they shall be paid for by the Owner as set forth in Section 2.2 of this Agreement.

**4.1** Making planning surveys and special analysis of the Owner's need to clarify requirements of the Project, but excluding services in the development of Program and General Requirements and services to provide for a reasonable number of alternate bids.

**4.2** Revising previously approved drawings or specifications to accomplish changes, except as provided in Article 3 and Article 7 of this Agreement.

**4.3** Preparing documents for supplemental work requested by the Owner after contract award, which materially alters the scope of the Project unless such work is required as a result of omission, fault or negligence on the part of the Architect. Any change or group of changes requested by the Owner under this Paragraph that exceed five hundred dollars (\$500.00) in additional cost to the architect may constitute a material alteration of the scope of the Project.

**4.4** Consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services of the types set forth in Article 3 above as may be required in connection with the replacement of such work.

**4.5** Arranging for the work to proceed should the Contractor default due to delinquency or insolvency.

**4.6** Providing extended contract administration and observation of construction should the date of final completion (as may be amended by change orders and contract change directives) be exceeded by more than ninety (90) days due to no fault or partial fault of the Architect. However, the Architect shall not receive additional compensation under this section for preexisting Basic Services that are not attributable to the delay. In addition to the requirements set forth in Article 2, prior to commencing any work under this Article, the Architect shall provide the Owner with a detailed written description of the remaining work and the estimated remaining time and cost to finish the Project. In the event that extended contract administration and observation is due to the Architect's partial fault, the Owner shall pro rate the Architect's hourly rate, as provided under Article 2.2, based on the Architect's proportionate fault.

## **ARTICLE 5. THE OWNER'S RESPONSIBILITIES**

**5.1** The Owner shall provide information to the Architect as to his requirements for the Project.

**5.2** The Owner shall examine documents submitted by the Architect and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Architect's work. The Owner shall observe the procedure of issuing orders to Contractors only through the Architect.

**5.3** The Owner shall furnish or authorize the Architect to obtain at the Owner's expense, upon request by Architect, if reasonably necessary for the execution of the Project: boundary and topographic surveys of the site, giving, as required, rights of way, easements and encroachments; information as to the restrictions on use of the site and zoning; any existing information in the Owner's possession of which the Owner has actual knowledge pertaining to existing buildings, machinery and equipment; full information as to available service and utility lines both public and private; reports of test borings and pits necessary for determining subsoil conditions; and legal advertisements.

## **ARTICLE 6. DIRECT AND REIMBURSABLE EXPENSE**

**6.1** Direct Personnel Expense includes that of principals and employees in the performance of Architect's Additional Services as provided in Article 4 of this Agreement, including architects, engineers, designers, job captains, draftsmen, specification writers and typists in consultation, research, designing, producing drawings, specifications and other documents.

**6.2** Reimbursable Expense includes actual expenditures made by the Architect in the interest of the Project. Reimbursable expenses include:

**6.2.1** Authorized travel by the Architect, other than between the Architect's home office and Project site, and only if the travel is in excess of fifty (50) miles.

**6.2.2** Plans provided, however, that the Architect shall provide, to the Owner at no cost, three (3) Owner sets of plans and all general contractor sets distributed digitally via .PDF.

**6.2.3** If authorized in advance by the Owner, the expense of overtime-work requiring higher than regular rates and perspectives or models for the Owner's use.

**6.2.3** If their employment is authorized in advance by the Owner, fees of special consultants for other than the normal civil, structural, mechanical, plumbing and electrical engineering, and landscape architectural services.

**6.2.4** Renders, models and mock-ups requested by the Owner provided, however, that the Architect will create, free of charge, basic presentation materials to present to the Owner if request.

## **ARTICLE 7. PROJECT CONSTRUCTION COST**

**7.1** The Project Construction Cost means the total cost to the Owner of all base bid work by all Contractors in the execution and completion of the Project, as designed and specified by the Architect but does not include payments to the Architect for basic services. The Estimated Project Construction Cost is to be determined. The Final Project Construction Cost will be adjusted after the Owner's acceptance and award of the bid.

**7.2** In the event the total of the lowest responsible base bids of Contractors for the execution and completion of the Project exceeds the amount of funds available as determined by the Owner, the Architect shall once again perform those services described in Article 3 of this Agreement in an effort to bring the Project Construction Costs within said amounts of funds available, and the Architect shall not receive or be entitled to any additional compensation therefor.

**7.3** In the event the total of the lowest responsible base bids of Contractors for the execution and completion of the Project exceeds the funds available as determined by the Owner, the Owner, at its option, may negotiate with the Contractors submitting the lowest responsible bids

in an effort to bring the Project Construction Cost within said amount of funds available, but any such negotiation shall not relieve the Architect of the obligation imposed upon him by Paragraph 7.2 of this Agreement. The Architect shall participate in such negotiations on behalf of the Owner and shall make any necessary changes in the plans, drawings, and specifications without additional compensation.

#### **ARTICLE 8. ARCHITECT'S ACCOUNTING RECORDS**

**8.1** Records of the Architect's Direct Personnel, Consultant, and Reimbursable Expense pertaining to the Project and records of accounts between the Owner and the Contractor shall be kept by the Architect on a generally recognized basis and shall be available to the Owner or his authorized representative at all times.

#### **ARTICLE 9. TERMINATION OF AGREEMENT: ABANDONMENT OF PROJECT**

**9.1** This Agreement may be terminated by either party upon seven (7) days' written notice to the other, should the other party fail to perform in accordance with the terms of this Agreement.

**9.2** The Owner may elect at any time to terminate this Agreement. In the event the Owner shall terminate this Agreement, the Architect shall be paid, as the sole remedy, Basic Services, Additional Services and Reimbursable Expense incurred up to the date of termination.

**9.3** It is the expectation of the Owner that Scott Donald shall be the principal Architect for the Project, and if s/he shall die, become incapacitated, cease to be employed by the Architect or for any other reason cease to be the principal Architect for the Project, the Owner may terminate this Agreement upon seven (7) days' written notice to the Architect and the Architect shall be paid,



as Architect's sole remedy, Basic Services, Additional Services and Reimbursable Expense incurred up to the date of termination.

#### **ARTICLE 10. OWNERSHIP OF DOCUMENTS**

**10.1** Project Manuals, contract documents, drawings, plans and specifications, whether complete or not, shall be the property of the Owner, provided, however, that the Architect shall not be liable to the Owner and its agents, employees, successors, and assigns or any other person for any use by others of incomplete drawings, plans and specifications, and for any use of the drawings, plans and specifications in connection with any other project other than that described in this Agreement.

#### **ARTICLE 11. SUCCESSORS AND ASSIGNS**

**11.1** This Agreement shall be binding upon and inure to the benefit of the Owner and the Architect and their respective heirs and/or successors, devisees, legal representatives, and assigns.

**11.2** This Agreement shall not be assigned by the Architect without the prior, written permission of the Owner.

#### **ARTICLE 12. DESIGNATIONS**

**12.1** The terms "the Owner" and "the Architect" whenever used in this Agreement shall mean the respective parties hereto, whether one or more, individual, partnership, professional association, or corporate and their respective successors in interest or assigns.

#### **ARTICLE 13. SPECIAL CONDITIONS TO THIS AGREEMENT**

**13.1** All construction drawings shall be generated by CAD drafting procedures and compatible with AutoCAD for Windows. Final construction drawings and documents shall be furnished to the Owner by the Architect at no additional cost to the Owner in a standard electronic

or digital format as required by the Owner. Diskettes of the final construction drawings and documents shall be furnished to the Owner by the Architect at no additional cost to the Owner.

**13.2** Compliance with laws, rules, and regulations regarding identification, remediation, and permitting for management and/or removal of existing asbestos containing materials and existing regulated hazardous pollutants shall not be the responsibility of the Architect, however, the Architect shall immediately notify the Owner in writing if the Architect becomes aware of the presence of asbestos containing materials and regulated hazardous pollutants located on the Project site in any form, whether existing or placed upon the site after the beginning of construction activities.

**13.3** Notwithstanding the previous subparagraph, the Architect shall perform his services described in this Contract in a manner to accommodate and facilitate the Owner's activities in identifying, remediating, managing, and removing (including demolition) asbestos containing materials and regulated hazardous pollutants without additional compensation.

**13.4** The Architect shall begin work on the Project immediately and then diligently pursue his work so that construction bids for the Project can be received on such date as instructed by the Owner. The Architect shall submit to the Owner a schedule for estimated completion dates for each phase of the construction work within fifteen (15) days after the date for receipt of the bids in the preceding sentence and the Architect shall promptly notify the Owner in writing anytime that the Architect estimates that the schedule will not be met.

**13.5** The Architect shall begin work on the Project immediately and diligently pursue his work so to meet the final completion date as set forth in the Project Schedule. The Architect shall submit to the Owner a schedule for estimated completion dates for each phase of the construction work prior to completion of the Construction Documents Phase and shall promptly notify the Owner, in writing, anytime that the Architect estimates that the schedule will not be met.

**13.6** In accordance with N.C.G.S. § 143-134.1 and upon request of the Owner, the Architect will make a written determination whether there has been a delay in completion of the Project in accordance with terms of the plans and specifications due to the fault of one or more of the contractors. If the Architect determines that there has been a delay due to the fault of one or more of the contractors, the Architect shall identify: (a) the contractor(s) whose fault cause the delay; (b) the length of the delay in number of days; and (c) if necessary, the relative contribution of each contractor to the delay.

**13.7** The Contract Documents, which include, but are not limited to: the Agreement(s) between the Owner and Contractor(s), change orders, construction change directives, payment and performance bonds, certificates of insurance, and the Project Manual, drawings, plans, and specifications the General Conditions, Supplementary General Conditions, and Special Conditions are hereby incorporated into this Agreement as if full set-forth. The Architect shall follow the Contract Documents in providing services under this Agreement. If this Agreement and the Contract Documents conflict then the terms and conditions of this Agreement shall control.

**13.8** To the fullest extent permitted by law, the Architect shall, at its sole cost and expense, indemnify and hold harmless the Owner and its members, employees, agents, volunteers, representatives and attorneys, including reimbursing the Owner its cost of defense, from and against all claims, actions, judgments, costs, liabilities, penalties, damages, losses and expenses, including attorneys' fees, to the extent arising solely out of and/or resulting solely from the performance of the Architect's work, provided, however, that any such claim, action, judgment, cost, liability, penalty, damages, loss and expense is caused by any negligent act, error or omission of the Architect and his employees, agents and subcontractors or anyone from whose acts the Architect may be legally liable. The Architect herein specifically acknowledges that the Owner is

a public body using public funds and it is the intent of the Architect that the Owner no incur any expenses when the Architect is solely responsible for the claim.

**13.9** The Contract Documents, which include, but are not limited to: change orders, construction change directives, payment and performance bonds, certificates of insurance and the Project Manual, drawings, plans and specifications to, if any, the General Conditions, Supplementary General Conditions and Special Conditions are hereby incorporated into this Agreement as if fully set-forth herein. The Architect shall follow the Contract Documents in providing services under this Agreement. If this Agreement and the Contract Documents conflict, then the terms and conditions of this Agreement shall control.

**13.10** The Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina and proper venue for any claims hereunder shall be Madison County, North Carolina.

**13.11** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instruments signed by both the Architect and the Owner. Nothing contained in this Agreement is intended to benefit any third party. The Agreement shall be deemed to have been written by both Parties and ambiguities shall not be construed against the Owner.

**13.12** This Agreement may be executed in multiple counterparts, each of which may contain the signatures of one or more parties, all of which, taken together, shall constitute one and the same instrument. Facsimile and/or scanned signatures shall be treated as an original.


**13.13** The Architect shall comply with the requirements of G.S. Chapter 64, Article 2 (the "E-Verify Requirements"). The Architect certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, the Iran Divestment Act of 2015

(S.L. 2015-118). In the event that the Architect utilizes a subcontractor to perform the Work of this Contract, the Architect shall require any such subcontractor to comply with the E-Verify Requirements and the Iran Divestment Act.

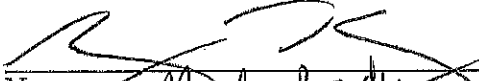
**13.14** The Owner identifies as Owner's representative, Norris Gentry, County Manager, Madison County, 107 Elizabeth Lane, Marshall, NC 28753, phone: 828-649-2854, email: ngentry@Madisoncountync.gov. The Architect identifies as Architect's representative: Scott T. Donald, 196 Coxe Avenue, Asheville, NC 28801, phone: 828.254.1963

**IN WITNESS WHEREOF**, the Owner and the Architect have executed this Agreement and affixed their respective seals hereto with the express intention that this Agreement constitutes a sealed instrument, all by authority duly given, as of the day and year first above written.

**MADISON COUNTY**

BY:   
Name: Norris Gentry  
Title: Interim County Manager

ATTEST:

BY:   
Name: Mandy Boardley  
Title: Chattahoochee County Clerk

**LS3P**

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

BY:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE SCHOOL BUDGET AND FISCAL CONTROL ACT.

Name: Karyn Hooper  
Title: Finance Officer

**EXHIBIT A**

**COMPENSATION-BASIC SERVICES**

AE Basic Services	\$68,400.00
<b>REVISED Total Approved AE Services</b>	<b><u>\$68,400.00</u></b>

**EXHIBIT B**

**ARCHITECT'S HOURLY RATES AND FEE STRUCTURE**

<b>Employee or Category</b>	<b>Rate</b>
Senior Officer/ Principal	\$250
Officer Principal	\$225
Senior Project Manager	\$215
Project Manager	\$190
Senior Architect/Senior Interior Designer	\$175
Architectural Staff III/ Interior Design Staff III/ Design Staff III	\$150
Architectural Staff II/ Interior Design Staff II/ Design Staff II	\$135
Architectural Staff I/ Interior Design Staff I/ Design Staff I	\$120
Designer	\$110
Senior Technician	\$135
Technician	\$110
Administrative	\$75