

The Madison County Board of Commissioners met in special session on Tuesday, March 28, 2023, at 6:00 p.m. at the North Carolina Cooperative Extension-Madison County Center located at 258 Carolina Lane, Marshall, North Carolina.

In attendance were Chairman Matt Wechtel, Vice-Chairman Michael Garrison, Commissioner Bill Briggs, Commissioner Jeremy Hensley, Commissioner Alan Wyatt, Interim County Manager Rod Honeycutt, County Attorney Donny Laws, and Clerk Mandy Bradley.

The meeting was called to order at 6:00 p.m. by Chairman Wechtel.

**Item 1: State Legislative Assistance Discussion**

Chairman Wechtel discussed information regarding possible assistance to the County with state legislative actions. Dodie Renfer and April Byrd with Connect South joined the meeting via electronic means to present information as well as discuss services that they could offer to the County for legislative assistance as well as answered questions from members of the Board.

Information discussed included past and current work, the functions of Connect South including how work could be done in conjunction with the County to collaborate on affairs and serve as a liaison to the North Carolina Legislature, initiate requests on behalf of the County, and secure funding. Additional information regarding the state budget process and current items of consideration including local bills, Medicaid expansion, voter ID, immigration, and the County's legislative priorities for 2023 were also discussed by Ms. Renfer and members of the Board.

**Item 2: Review of Proposed Amendments to the Madison County Land Use Ordinance**

Members of the Board discussed the process used to develop proposed amendments to the County's Land Use Ordinance. Brad Guth, Development Services Director presented draft amendments to the Ordinance and discussed proposed changes with the Board as well as answered questions from Board members. Information discussed included proposed changes to definitions and terminology, considerations for event venue permitting, and compliance.

Jered Silver, Madison County Planning Board Chairman joined the meeting to discuss concerns of the Planning Board; ways to address and enforce the Ordinance; proposed amendments including event venue building square footage, parking allowances, variances and violations, and local contacts as well as the permitting process, fees, and buffers.

Discussion was had by the Board, Mr. Silvers, and Mr. Guth with counsel being provided by County Attorney Donny Laws. (Attachment 2.1)

Upon motion by Commissioner Briggs and second by Commissioner Wyatt, the Board voted unanimously to recess at 8:58 p.m.

Upon motion by Commissioner Wyatt and second by Commissioner Briggs, the Board voted unanimously to return to active session at 9:08 p.m.

**Item 3: Review of Proposed Amendments to the Madison County Noise Ordinance**

Development Services Director Brad Guth presented proposed changes to the County's Noise Ordinance and answered questions from members of the board. Information discussed by the Board included the process used to develop proposed amendments to the Ordinance, considerations for measuring and quantifying sound, violations, enforcement, fines, compliance, and appeals process. Further discussion was had by the Board and Mr. Guth. (Attachment 3.1)

**Item 4: FY 2023-2023 Budget Discussion**

County Manager Rod Honeycutt and Sam Lunsford, Solid Waste Director presented and discussed proposed budget information and requests on behalf of the Solid Waste Department as well as answered questions from board members. Discussion regarding the department's proposed budget was had by the Board, Mr. Lunsford, and Mr. Honeycutt.

**Item 5: Architectural Contract Allocation**

The architectural contract with LS3P to perform the work for interior building renovations to the Spring Creek Community Center in conjunction with funding awarded by the Golden LEAF grant was presented and discussed with the Board by County Manager Rod Honeycutt who also answered questions from members of the Board.

Mr. Honeycutt noted that previously, allocations were to have been provided by Golden LEAF funding to pay the entire cost of the contract, but that now, Golden LEAF funding has an allocation of ten percent of the contract and that the difference in that amount combined with previous obligations for the work on behalf of the County would leave a balance of \$18,400 that would need to be allocated by the County with the Spring Creek Community Center paying the remaining portion of the cost.

Discussion was had by the Board, Mr. Honeycutt, and Finance Officer Kary Ledford with counsel being provided by County Attorney Donny Laws.

Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to ratify the contract as presented. (Attachment 5.1)

Mr. Honeycutt discussed upcoming FY 2023-2024 budget sessions with the Board.

**Item 6: Personnel**

Upon motion by Commissioner Briggs and second by Commissioner Hensley, the Board voted unanimously to enter into closed session for personnel pursuant to N.C.G.S. 143-318.11 (a)(6) at 10:44 p.m.

Upon motion by Commissioner Wyatt and second by Commissioner Hensley, the Board voted unanimously to return to open session at 10:57 p.m.

Upon motion by Commissioner Hensley and second by Commissioner Wyatt, the Board voted unanimously to hire Toni Maglietta for the position of 911 Telecommunicator.

**Item 7: Adjournment**

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to adjourn at 10:59 p.m.

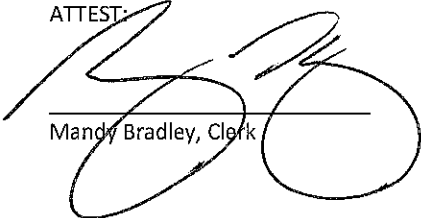
This the 28th day of March 2023.

MADISON COUNTY



Matt Wechtel, Chairman  
Board of Commissioners

ATTEST:

  
Mandy Bradley, Clerk

# **Madison County Land Use Ordinance**

## **Proposed Changes**

### **3|23**

#### **Additions to Section 2.1**

#### **Interpretation of Commonly Used Terms and Words**

8. Except as defined herein, all other words used in this Ordinance shall have their dictionary definition or, for more planning-specific terms, the definition found in the most recent edition of "A Planners Dictionary," as published by the American Planning Association. If there is a conflict between the dictionary definition of a term and the definition provided in A Planners Dictionary, the definition provided in A Planners Dictionary shall be used.

#### **Additions to Section 2.2 Definitions**

##### **Assembly Hall**

~~A meeting place at which the public or membership groups are assembled regularly or occasionally, including but not limited to schools, churches, theaters, auditoriums, funeral homes, stadiums, and similar places of assembly.~~

##### **Facility**

A structure or place which is built, installed, or established to serve a particular purpose.

##### **Special Event Facility**

A facility used to accommodate functions including, but not limited to, banquets, weddings, celebrations, dinners, festivals, concerts, or other group events. Church and Religious Institutions are not included in this definition.

#### **Additions to Chapter 8 Special Requirements**

##### **8.10 Special Event Facility**

The development of a Special Event Facility shall go before the Board of Adjustment for a special use permit and shall conform to all applicable standards. Any property used for a special event facility shall also comply with the following standards:

8.10.1 Purpose. The purpose of this section is to establish a set of regulations applicable to Special Event Facilities. These regulations are in addition to all other provisions of this

ordinance. In adopting these standards, Madison County finds that Special Event Facilities have the potential to be incompatible with surrounding residential uses, thereby having the potential for a deleterious effect on adjacent residents. Special regulations for Special Event Facilities are necessary to ensure they will be compatible with surrounding residential uses and will not act to harm or alter the neighborhoods they are located in.

#### 8.10.2 Permit

Any person, firm, or corporation wanting to construct or expand a Special Event Facility shall first submit an application and site development plan to the Madison County Zoning Office. Applications shall contain all information this Ordinance requires and any additional information requested by the Zoning Administrator. An application will not be complete until it contains all required and requested information. After an application is complete, the Madison County Zoning Office shall forward the application to the Madison County Board of Adjustment for a special use hearing.

#### 8.10.3 Requirements for Applications/Site Development Plans

##### 8.10.3.1 Narrative

A narrative describing the proposed Special Event Facility, including an overview of the project with specific hours of operation and the anticipated acoustic impact (including volume) of events and attendees;

##### 8.10.3.2 Site Plan

A site plan showing the proposed location, height, and dimensions of all existing and proposed structures, screening, fencing, retaining walls, property lines, existing and proposed parking, access roads, and the location of any residence within 100 yards of the property line of the Lot;

##### 8.10.3.3 Elevation Drawings

An elevation drawing of the proposed buildings and material list to show the structural details of the building, communicate exterior design choices, and give an idea of what the finished building will look like.

#### 8.10.4 Landscaping Buffers

The facility and area associated with the use shall be screened from adjoining properties by a buffer strip. The buffer strip shall comply with the requirements in the definition of a buffer strip.

#### 8.10.5 Use Separation

All equipment, structures, and parking shall be a minimum of thirty feet from all property lines and one-hundred feet from any occupied residential structure on adjacent properties.

#### 8.10.6 Building Size

The total floor area of any building in a residential zone used as a special event facility shall contain no more than seven thousand five hundred (7,500) square feet of gross floor area. There shall be no more than one special event facility structure per 5 acres on residentially zoned properties.

#### 8.10.7 Noise Level

All Special Event Facilities shall adhere to the Madison County Noise Ordinance.

#### 8.10.8 Structural Requirements

The facility shall meet all requirements of the North Carolina State Building Code and meet any Environmental Health requirements for sewage disposal and water supply.

#### 8.10.9 Parking

Special Event Facilities shall comply with the parking requirements of the Madison County Land Use Ordinance and the maximum occupancy according to the North Carolina State Building Code. Parking surfaces are not required to be paved. Parking requirements can be met with a written agreement or lease for offsite parking.

#### 8.10.10 Signage

One On-Premise sign is allowed in accordance with the Madison County Land Use Ordinance.

#### 8.10.11 Existing Special Event Facilities|Non-conforming Uses

All Special Event Facilities legally in existence and use prior to the adoption of Section 8.10 may continue to operate during an amortization period of one year without being subject to the terms and conditions of Section 8.10. However, all Special Event Facilities, regardless of their existence prior to the adoption of Section 8.10, shall comply with Section 8.10.7 and 8.10.14 upon adoption of Section 8.10.

All Special Event Facilities must come into compliance with Section 8.10 and its subparts within one year after the adoption of Section 8.10, including applying for and obtaining a special use permit from the Board of Adjustment.

#### 8.10.12 Fireworks

Fireworks are not permitted except for sparklers, fountains, and novelty fireworks items that do not explode or are not intended to spin or leave the ground and fly through the air and are legal for individual purchase in North Carolina.

#### 8.10.13 Local Contact Person

All Special Event Facilities shall designate a local contact person who shall provide their contact information, including email and phone number for business and emergency contact.

#### 8.10.14 Violation of Special Use Permit or Section 8.10

Except as specifically provided herein, if at any time after a special use permit has been issued for a special event facility and it is determined that the conditions imposed and the agreements made in the special use permit have not been or are not being fulfilled or there has been a violation of Section 8.10, the special use permit shall immediately terminate and the operation of such use discontinued upon issuance of a notice of violation.

A violation of any portion of a special event facility special use permit or Section 8.10 shall result in the issuance of a Notice of Violation.

Notices of violation may be appealed to the Board of Adjustment consistent with the procedures provided in this Ordinance. If a special use permit is terminated due to the issuance of a notice of violation, it may be reinstated only after a public hearing is held before the Board of Adjustment, and the notice is either reversed or, in the event the notice is either affirmed or not appealed, a new special use permit is applied for and approved by the Board of Adjustment. If a Special Event Facility is cited for violating the Madison County Noise Ordinance more than once within a six (6) month period, its special use permit shall be terminated, and the use shall be discontinued.

## Madison County Noise Ordinance

### 1.0 PURPOSE

In order to ensure the citizens of Madison County have the right and expectation to have a reasonable enjoyment of their property for themselves and their family and are not being subjected to unnecessary and disturbing noises which unreasonable interfere with the enjoyment of their property, Madison County does hereby adopt the following ordinance pursuant to N.C.G.S. 153A-133.

(Ord. adopted July 14, 2003; Am Ord. adopted \_\_\_\_\_, 2022.)

### 2.0 Administration

Regulations governing the administration and enforcement of this ordinance shall be provided by the Madison County Board of Commissioners who shall administer, interpret, and enforce the provisions of this chapter by and through the County Zoning Office, Zoning Officer's designee(s), and other representatives employed within the Zoning Office as well as the Madison County Sheriff's Office or any other county employee the board deems necessary.

### 3.0 Definitions

Commercial District – A group of commercial facilities and the abutting public spaces.

Commercial Facility/Business/Industry – Any premises, property, or facility involving traffic in goods or furnishing of services for sale or profit, including but not limited to:

- a. Banking and other financial institutions;
- b. Dining establishments;
- c. Establishments providing retail services;
- d. Establishments providing wholesale services;
- e. Establishments for recreation and entertainment;
- f. Landscaping Operations;
- g. Office buildings;
- h. Transportation facilities;
- i. Warehouses

Construction – Any grading site preparation, assembly, erection, repair, alteration or similar action to a structure or property, but excluding demolition of buildings or structures.

Daytime – The period of time occurring between the hours of 6:00 AM and 10:00 PM, local time.

Decibel (dB) and Frequency – The practical unit of measurement for sound pressure level, the number of decibels of a measured sound is equal to 20 times the logarithm to the base 10 of the ratio of the sound pressure of the measured sound to the sound pressure of a standard sound (20 micro pascals); abbreviated "DB." Frequency is the number of sound pressure oscillations per second expressed in hertz; abbreviated "Hz."

Demolition – Any dismantling, intentional destruction, or removal of building or structures

Disturbing - Noise that is perceived by a person of ordinary sensibilities as interrupting the normal peace and calm of the area.

Dwelling – Any residential unit housed in a building or structure used for residential purposes.

Emergency Work - Any work or action necessary to deliver essential services including, but not limited to repairing water, gas, electricity, telephone, sewer facilities, or public transportation facilities, removing fallen trees on public rights-of-way, or abating life-threatening conditions.

Farming Operation (bona fide) – bona fide farm purposes include the production and activities relating or incidental to the production of crops, fruits, vegetables, ornamental and flowering plants, dairy, livestock, poultry, and all other forms of agriculture as defined in G.S. 106-581.1.

Industrial District – Any activity and its related premises, property, facilities, or equipment involving the fabrication, manufacture, or production of durable or nondurable goods.

Land Management – Any construction or other activity which changes the use or appearance of land or a structure or the intensity of the land or a structure. Land use activity shall include, but is not limited to; new structures, expansions to existing structures, new uses, changes in or expansions of existing uses, roads, driveways, etc.

Nighttime – The period of time occurring between the hours of 10:00 PM and 6:00 AM, local time.

Noise – Any sound of such level and duration as to be or tend to be injurious to human health or welfare, or which would unreasonably interfere with the enjoyment of life or property throughout the County or in any portions thereof, but excludes all aspects of the employer-employee relationship concerning health and safety hazards within the confines of a place of employment.

Noise Disturbance – Any sound that:

- a. endangers the safety or health of any person, or
- b. disturbs a reasonable person of normal sensitivities, or
- c. tends to annoy, disturb, or frighten citizens, or
- d. endangers personal or real property
- e. Impairs reasonable use of property

Person – Any individual, corporation, company, association, society, group, firm, partnership, joint-stock company, the County or any political subdivision, agency or instrumentality of the County or Municipality.

Public Right-of-Way – Any street, avenue, boulevard, road, highway, sidewalk, alley, that is leased, owned or controlled by a governmental entity.

Public Space - Any real property or structures thereon that are owned, leased, or controlled by a governmental entity.

Residential District – Any area with the following zoning designation: R-A Residential Agricultural, R-1, R-2.

Residential Property – Any property used for human habitation, including but not limited to:

- a. Private property used for human habitation;
- b. Commercial living accommodations and commercial property used for human habitation;
- c. Recreational and entertainment property used for human habitation;
- d. Community service property used for human habitation;
- e. Hospitals, nursing homes, and retirement homes and other areas where there is human habitation



Sound – Any disturbance of the air or other medium that is detectable by the unaided human ear or which produces vibrations detectable by reasonable persons of normal sensitivity.

Sound Amplifying Device – any electronically powered, operated, or assisted device that amplifies sound. A sound amplification device includes, but is not limited to, any system of public address, bullhorns, boom box, music or voice amplifiers, megaphones, or any combination thereof.

Sound Level – The sound pressure level measured in decibels with a sound level meter set for a weighting expressed in “dBA.”

Sound Level Meter – An instrument used to measure sound level and conforms to Type 1 or Type 2 standards as specified by ANSI specification S1.4-1971.

Structure – Anything that is constructed, built, or erected on property or attached to something located on the property.

Unnecessary - Any excessive or unusually loud sound or any sound which is of such character, intensity and duration as to disturb the peace and quiet of any neighborhood or which disturbs, injures or endangers the comfort, repose, health, peace or safety of any person and being a type of sound which could be lessened or otherwise controlled by the maker without unduly restricting his conduct.

Unreasonably Loud - Any noise which a reasonably prudent person would consider or find substantially incompatible with the time and location where created to the extent that such noise creates an actual or imminent interference with the peace, dignity or good order in the immediate area where created.

#### **4.0 Loud, Disturbing, and Unnecessary Noise**

It shall be unlawful for any person to cause to emit or to allow to be emitted any sound from a property that the person owns, has ownership interest in, or controls, which goes beyond the boundaries of the property if that sound level would result in a noise disturbance. Both property owners and/or any respective lessee are jointly and separately liable.

#### **5.0 General Regulation**

- (1) No person shall make, continue, cause, or wrongfully permit to be made or continued any noise disturbance originating from a residential district unless otherwise permitted by the County.
- (2) No person shall make, continue, cause, or wrongfully permit to be made or continued, any noise disturbance originating from a right-of-way, road, or other public space.
- (3) Daytime hours shall be considered from 7:00 AM to 10:00 PM.
- (4) Nighttime hours shall be considered from 10:00 PM to 7:00 AM.
- (5) No amplified sound shall be emanated during nighttime hours.

**Table 1. Sound Level Limits**

Decibel (dBC)		Zoning District		
		Residential	Commercial	Industrial
Daytime	7:00 AM to 10:00 PM	55 dB(C)	65 dB(C)	70 dB(C)
Nighttime	10:00 PM to 7:00 AM	50 dB(C)	60 dB(C)	70 dB(C)

**6.0 Sound Measurement**

- (1) In determining whether a sound is considered a noise disturbance, a hand-held acoustic sound meter measuring the sound level may be used and considered in conjunction with the other factors listed in Section 6.0(2). When a hand-held acoustic sound meter is used, sound levels will be measured by sound equivalent level of a one (1) minute interval at the property boundary.
- (2) The following factors shall also be considered when determining whether a sound constitutes a noise disturbance: sounds that originate during nighttime hours; proximity to onsite and adjacent residential structures; frequency and duration-whether the noise is recurrent, intermittent or constant and the length of time that the sound emanates from the bounds of the property where it is created; the volume and intensity of the sound; whether the noise has been enhanced in volume or range by any sound amplifying device; the nature and zoning of the area (with lower dBC expected from residential districts); whether the noise is related to the normal operation of a commercial activity or is the result of some use for individual purposes; whether the noise is subject to being controlled without unreasonable effort or expense to the creator thereof.
- (3) Unless otherwise specified in this Ordinance, no person shall cause or allow the emission of any sound originating from a district which, when measured pursuant to Table 1 exceeds the maximum decibel limits as specified.

**Section 7.0 Per Se Loud, Disturbing, and Unnecessary Noise**

The following is a list of per se loud, disturbing, and unnecessary noises in violation of this ordinance, but it is not an exclusive enumeration of such violations:

- (1) **Blowing horns:** The sounding of any horn, whistle or signal device on any automobile, motorcycle, bus or other vehicle or railroad train, except as a danger signal or as required by law, so as to create any unreasonable, loud or harsh sound or the sound of such device for any unnecessary and unreasonable period of time.
- (2) **Amplified sound, radio, stereo systems of any form, etc.:** The playing of any radio, television set, digital music systems, stereo systems, musical instrument, or sound produced from an amplifying device in such a manner or with such volume, as to annoy or disturb the quiet, comfort or repose of any person of normal sensibilities in any dwelling, motel, hotel or other type of residence.

- (3) Use of Vehicles: The use of any automobile, motorcycle or vehicle so out of repair, so loaded, or operated in such a manner as to create loud or unnecessary grating, grinding, rattling, screeching of tires or other noises.
- (4) Discharging Firearms: The discharge of any firearm must be in accordance with N.C.G.S 130.01 (b)(1).
- (5) Noises in proximity to Community Institutions: The creation of any noise disturbance on any street adjacent to any school, institution of learning, library, medical facility, sanitarium, or court while the same is in session, or adjacent to any hospital, or any church during services, which unreasonably interferes with the operations of such institution.
- (6) Bells and Gongs: The sounding of any bell or gong attached to any building or premises other than a church or religious institution, which disturbs the quiet or repose of persons in the vicinity, thereof.
- (7) Hawking, Peddling or Soliciting: The shouting and crying of peddlers, hawkers, vendors, who disturb the quiet and peace of the neighborhood.

#### **8.0 Exemptions**

The following shall be exempt from the application of this Ordinance:

- (1) Governmental emergency vehicles or public transit used in the performance of official duties;
- (2) Construction activity performed by an agency of governmental or utilities regulated by the State of North Carolina Utilities Commissioners provided that all equipment is operated in accordance with manufacture's specifications and is equipped with noise-reducing equipment in proper condition;
- (3) Sound emanating from refuse collection;
- (4) Unamplified sound from barking dogs or other noise caused by wild or domestic animals as regulated in the Madison County Animal Ordinance and enforced by Madison County Animal Control;
- (5) Sound emanating from safety signals, warning devices, and church bells or religious institutions as defined by N.C.G.S 131 F-2 (17);
- (6) Sound emanating from any event for which special permit(s) have been issued by the County including but not limited to; events with amplified sound, fireworks, and outdoor events. If the County's zoning official determines that the event is causing sound in excess of the standards specified in the permit, the zoning official may modify or revoke the permit based on the case of urgent necessity;
- (7) Sound emanated from aircraft operated in accordance with applicable federal rules and regulations;
- (8) Sound emanating from railroad operations regulated by the Federal Railroad Administration;
- (9) Sound emanating from permitted parades or military ceremonies;
- (10) Sound emanating from regularly scheduled events held at County owned parks, fields, or fairgrounds; events held at public or private schools except where a permit is otherwise required by the Madison County Ordinance;

- (11) Sound emanating from a bona fide farming operation located within the County and operating within the scope of agriculture as defined in N.C.G.S. 106-581.1;
- (12) Sound resulting within the normal operations of any governmental facility;
- (13) Construction and land management activities performed pursuant to a permit issued by the County's chief building official or their designee. Construction equipment must be operated in accordance with manufacturer's specifications with all standard sound-reducing equipment in place and in proper condition. If the chief building official determines that the construction activity is causing sound in excess of the standards specified, the chief building official may modify or revoke the permit based on the case of urgent necessity;
- (14) Building Operations which include the erection (including excavation), demolition, alteration, or repair of any building in a residential land use district between the hours of 6:00 AM and 10:00 PM of any day, except in the case of urgent necessity in the interest of public safety and then only with a permit from the Building Inspector, which permit may be renewed for a period of three (3) days or less while the emergency continues;
- (15) Unamplified sound of human voice;
- (16) The sound of machinery when emanated from a resort located within the County and in operation in an R-2 Zoned Resort District when machinery is operated in accordance with manufacturer recommendations including muffling and maintained as recommended by the manufacturer.

#### **9.0 Enforcement**

The Madison County Sheriff's Office will investigate and document the source of the initial noise complaint. Documentation of the complaint will be reviewed by the Development Services Department with further action and administration as set forth in this ordinance in compliance with Section 10.0 Penalties and Remedies.

#### **10.0 Penalties and Remedies**

If an offense is deemed as a violation of this ordinance, each subsequent violation after the initial violation shall constitute a separate offense and violations of this noise ordinance by the same person or on the same property occurring within three years of the first such violation shall be subject to revocation of the issuance and or renewal of special use permitting as outlined in the Madison County Land Use Ordinance. Each violation of this ordinance is a separate offense, even if such offenses occurs on the same day. Additionally, offenses shall be subject to the following civil penalties:

First Offense – Written Notice of Violation

Second Offense - \$500

Third Offense - \$1000

Fourth Offense - \$2500

Subsequent Offenses - \$5,000

Violations subject the offender to a civil penalty to be recovered by the County in a civil action in the nature of a debt if the offender does not pay the penalty within the prescribed period of time. Penalties are payable to the Madison County Zoning Office within thirty (30) days after the notice of violation is issued. Penalties not paid will be subject to civil action which can be levied against real property as provided in N.C. Gen. Stat. § 153A-123.

Pursuant to N.C. Gen. Stat. § 153A-123 (d), this Ordinance may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction.

Pursuant to N.C. Gen. Stat. § 153A-123 (e), this Ordinance may be enforced by injunction and order of abatement, with the General Court of Justice having jurisdiction to issue such an order.

**11.0 Appeal of Violation**

A request for an appeal of an issued penalty in conjunction with this Ordinance must be made in writing to the Madison County Zoning Office within 10 days of issuance of the penalty. The Board of Adjustment will have thirty (30) days to schedule the hearing. After due consideration of the appeal, the Board may direct that said citation(s) be withdrawn or enforced.

Additionally, a sound technician with technical knowledge and expertise in the production of sound, frequencies, and amplitudes of sound waves may be retained by the Board of Adjustment to provide testimony regarding the notice of violation. Such expert would be subject to cross-examination and other due process requirement.

**12.0 Effective Date**

The rules and regulations shall be full and in force and effect from and after the \_\_\_\_ day of \_\_\_\_\_, 2022.

**MADISON COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
, Chairman

ATTEST:

\_\_\_\_\_  
Mandy Bradley, Clerk

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.

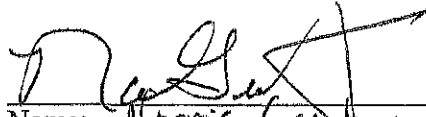
**13.13** The Architect shall comply with the requirements of G.S. Chapter 64, Article 2 (the "E-Verify Requirements"). The Architect certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, the Iran Divestment Act of 2015

(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 Paradise  
Title: Madison 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: Kayla Ford  
Title: Finance Officer



**EXHIBIT A**

**COMPENSATION-BASIC SERVICES**

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

**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