

The Madison County Board of Commissioners met in regular session on Tuesday, March 14, 2023, at 7:00 p.m. at the North Carolina Cooperative Extension-Madison County Center located at 258 Carolina Lane, Marshall, North Carolina.

In attendance were Chairman 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 7:00 p.m. by Chairman Wechtel and the Pledge of Allegiance and moment of silence were observed.

**Agenda Item 1: Agenda Approval and Agenda Item 2: Consent Agenda**

Chairman Wechtel requested that the agenda be amended to include that Item 2f will become Item 9g with all subsequent items changing to accommodate sequence with discussion by the Board and clarification by County Attorney Donny Laws that Item 2f and Item 2g would be moved and Chairman Wechtel noting that the items would become Items 9g and 9h, respectively.

Chairman Wechtel called for a motion to approve the consent agenda as modified. Motion was received by Vice-Chairman Garrison with second by Commissioner Hensley and discussion was had by the Board regarding the work of the Tax Office for the collection of outstanding tax payments. (Attachment 1.1)

Chairman Wechtel called for a vote to approve the consent agenda and the Board voted unanimously to approve the consent agenda.

**Consent Agenda**

- a. **Tax Refunds and Releases** (Attachment 2.1)
- b. **Kania Law Firm Tax Foreclosure Update** (Attachment 2.2)
- c. **Parking Space Rental Agreement** (Attachment 2.3)
- d. **Consideration of Resolution to Retain Architectural Services** (Attachment 2.4)
- e. **School System Needs Based Grant Funds Request** (Attachment 2.5)
- f. **Cooperative Extension County Salary Change Request** (Attachment 2.6)
- g. **S.L. 2021-103 Substance Abuse Block Grant Contract** (Attachment 2.7)
- h. **Hazard Mitigation Designation of Applicant's Agent Update** (Attachment 2.8)
- i. **Approval of February 7, 2023 (Special) Meeting Minutes; February 7, 2023 (Regular) Meeting Minutes; February 13, 2023 (Special) Meeting Minutes; February 28, 2023 (Special) Meeting Minutes**

**Agenda Item 3: Public Comment**

Tony Ponder spoke regarding County Boards and current events in the County. (Attachment 3.1)

**Agenda Item 4: Brad Guth, Development Services Director**

**a. Proposed Draft Amendments to the Madison County Land Use Ordinance**

Mr. Guth presented and discussed the draft of proposed amendments to the County's Land Use Ordinance with the Board as well as answered questions from board members. Changes discussed included proposed additions to the language in the ordinance as well as changes specific to requirements for special event venues permitted in the County. Mr. Guth noted that the proposed amendments would be reviewed by the Planning Board and then a public hearing would be held by the Board of Commissioners with the opportunity for continued public input regarding consideration of adoption of the amended ordinance.

Discussion was had by the Board and Mr. Guth regarding the proposed draft amendments and process used to develop the recommendations. (Attachment 4.1)

**b. Industrial Park Golden LEAF SITE Program Grant Certification and Engineering Resolution**

The Industrial Park Golden LEAF SITE Program grant certification for due diligence services and engineering resolution were presented to the Board by Mr. Guth who also answered questions from board members. Mr. Guth discussed that if awarded, the grant would allow further site development of an identified industrial site in the County. The current phase of the environmental assessment was also discussed by Mr. Guth who noted that work to be done would include stream identification, archeological review, boundary survey, and utility capacity and that a support letter would be required if the Board so chose to approve.

Discussion was had by members of the Board and Mr. Guth with counsel provided by County Attorney Laws.

Upon motion by Commissioner Wyatt and second by Vice-Chairman Garrison, the Board voted unanimously to approve the support letter.

Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to approve the resolution to exempt engineering services from NC.G.S. 143-64.31. (Attachment 4.2)

**Agenda Item 5: Kary Ledford, Finance Officer**

**a. Budget Amendment #9**

Ms. Ledford presented and discussed Budget Amendment #9 for consideration of the Board and answered questions from members of the Board.

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

**b. Financial Report**

The February 2023 financial report was presented to the Board by Ms. Ledford. (Attachment 5.2)

**Agenda Item 6: Diana Norton, Tax Administrator**

Ms. Norton presented and discussed possible dates for consideration of meetings of the Board of Equalization and Review. Discussion was had by the Board and Ms. Norton regarding possible meeting dates with dates for April 2023 and May 2023 being given consideration.

**Item 7: Donny Laws, County Attorney**

County Attorney Laws presented information to the Board regarding the consideration of adoption of a resolution to join additional national opioid settlement litigation against national pharmacies. He discussed the settlement and timeframe, and noted that if adopted, he would execute the agreement on behalf of the County.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to authorize our County Attorney to execute all of the documents necessary to enter into the opioid settlement agreement for these aforementioned. (Attachment 7.1)

**Item 8: Matt Wechtel, Chairman**

Chairman Wechtel discussed information regarding retention of employees of the Department of Social Services. Counsel was provided by County Attorney Laws who discussed the current relationship of the Board of Commissioners and the Department of Social Services including the Social Services Board while noting that two members of the Social Services Board are appointed by the Board of Commissioners. He also discussed that consideration could be given to an alternate operation of the Department of Social Services and Board of Health by joining those departments to form a Department of Health and Human Services if the Commissioners so chose.

Discussion was had by the Board regarding the avenues in place to utilize operations of the department and ways to mitigate potential issues with discussion being had by the Board regarding tasking the County Manager and Human Resources Director to coordinate an information session with the Commissioner's representatives of the DSS Board for the purpose of conveying the County's concerns to the DSS Board and then requesting them to work to address matters and report back to the Board of Commissioners the matters of concern and response of the DSS Board with the resolution implemented to address the

concerns. Counsel was provided by County Attorney Laws who noted that the task could be a directive from the Board to the County Manager and further discussion was had by the Board and County Attorney Laws.

**Item 9: Rod Honeycutt, County Manager**

**a. County Manager's Update**

Mr. Honeycutt acknowledged tasks and discussed the directives of the Board as presented to him as well as discussed public comment heard at the meeting.

**b. County Jail Inmate Labor Contract Authorization**

Mr. Honeycutt discussed a proposal to initiate an inmate labor contract between the County and the Sheriff's Office and requested authorization from the Board to enter into a contract for inmate labor for renovation work.

Upon motion of Vice-Chairman Garrison and second by Commissioner Briggs, with clarification by Chairman Wechtel who noted that the directive would not just be specific to only the one task, but would also supply the Maintenance Department with inmates to also be used to complete other tasks as appropriate to supplement the Maintenance Department or other non-sensitive departments within in the County. Counsel was provided by County Attorney Laws and further discussion was had by the Board and Mr. Honeycutt with the Board voting unanimously to approve.

**c. Review Board for Emergency Management Services**

Mr. Honeycutt presented the proposed By-laws for the Public Safety Board which would serve as a review board for Emergency Management Services. Information discussed in consideration of the By-laws included the purpose of the board, composition of members of the board, and operating procedures to follow.

Discussion was had by Mr. Honeycutt and members of the Board regarding the information including the request to amend the designated member of the Fire Fighter's Association and Emergency Services designee as well as the need for meetings to be set on an at least quarterly basis with counsel being provided by County Attorney Laws regarding operating procedures.

Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to move forward with approving with the aforementioned modifications that have been directed by the Board. (Attachment 9.3)

**d. County Owned Surplus Property**

Bids for County owned surplus property were presented for consideration of the Board for parcel identification number 8890-06-0525 and parcel identification number 9706-64-7994.

Discussion was had by the Board. Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to reject the bid for property identification number 8890-06-0525.

Upon motion by Vice-Chairman Garrison and second by Commissioner Briggs, with discussion being had by the Board regarding the bidding process and history of the property, the Board voted unanimously to accept the bid for parcel identification number 9706-64-7994.

**e. County Board Appointments**

Mr. Honeycutt discussed current vacancies in consideration for appointment of County Boards.

Discussion was had by the Board regarding the vacancy for the Mountain Area Workforce Development Board. Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to appoint Gerrie DeLoach.

Discussion was had by the Board regarding the seat for Commissioner representation on the Animal Control Board. Upon motion by Commissioner Hensley and second by Commissioner Briggs, the Board voted unanimously to appoint Alan Wyatt.

**f. Iva Frisby vs. Madison County Settlement Agreement**

The settlement agreement regarding the litigation of Frisby vs. Madison County Case Number 1:22-CV-00064 was presented to the Board by Mr. Honeycutt. Discussion was had by the Board.

Upon motion by Commissioner Hensley and second by Commissioner Wyatt, the Board voted unanimously to approve the settlement.

**g. Division of Water Infrastructure Resolution and Funding Offer and Acceptance**

Mr. Honeycutt presented a resolution in consideration of acceptance of funding in the amount of \$12,000,000.00 from the S.L. 2021-180 Water/Sewer funding allocation. Discussion was had by the Board regarding the usage of funds for a connector on Hwy 213 from Marshall to Mars Hill.

Upon motion by Commissioner Wyatt and second by Commissioner Hensley, the Board voted unanimously to approve. (Attachment 9.7)

**h. Engineering Services Agreement**

The proposed Engineering Services Agreement submitted in consideration of McGill Associates, PA for engineering work on the Hwy 213 Water connector was presented to the Board by Mr. Honeycutt. Discussion was had by the Board and counsel was provided by County Attorney Laws.

Upon motion by Commissioner Hensley and second by Chairman Wechtel, the Board voted unanimously to approve the engineering services agreement. (Attachment 9.8)

**Agenda Item 2: Consent Agenda (cont.)**

**g. S.L. 2021-103 Substance Abuse Block Grant Contract**

Mr. Honeycutt discussed with the Board that the item that was previously 2i was contained for informational purposes only and that it would be presented for consideration in the future as negotiations are still in the process for the contract with Vaya and Representative Pless for a possible extension on the contract.

**Agenda Item 1: Agenda Approval (cont.)**

Mr. Honeycutt presented the request to discuss a job description for the position of Grant Coordinator and counsel was provided by County Attorney Laws regarding amending the agenda. Discussion was had by the Board.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to amend the agenda to discuss the creation of a Grant Coordinator position.

**Agenda Item 10: Grant Coordinator**

Mr. Honeycutt presented the position of Grant Coordinator to the Board and discussed the position.

Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, with discussion by the Board and Finance Officer Kary Ledford regarding funding for the position, the Board voted unanimously that we authorize the County Manager and HR Director to post the Grant Coordinator position vacancy announcement as it's been presented to presented to us.

**Agenda Item 11: Adjournment**

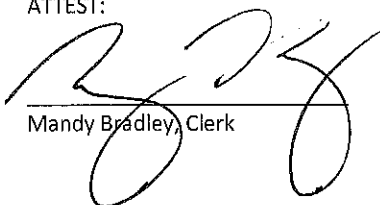
Upon motion by Commissioner Wyatt and second by Commissioner Hensley, the Board voted unanimously to adjourn at 8:59 p.m.

This the 14th day of March 2023.

MADISON COUNTY

  
Matt Wechtel, Chairman  
Board of Commissioners

ATTEST:

  
Mandy Bradley, Clerk

Madison County Board of Commissioners  
Agenda  
March 14, 2023

Attachment 1.1

7:00 P.M.

Meeting Called To Order  
Pledge of Allegiance  
Moment of Silence

1. Agenda Approval
2. Consent Agenda
  - a. Tax Refunds and Releases
  - b. Kania Law Firm Tax Foreclosure Update
  - c. Parking Space Rental Agreement
  - d. Consideration of Resolution to Retain Architectural Services
  - e. School System Needs Based Grant Funds Request
  - f. Cooperative Extension County Salary Change Request
  - g. S.L. 2021-103 Substance Abuse Block Grant Contract
  - h. Hazard Mitigation Designation of Applicant's Agent Update
  - i. Approval of February 7, 2023 (Special) Meeting Minutes; February 7, 2023 (Regular) Meeting Minutes; February 13, 2023 (Special) Meeting Minutes; February 28, 2023 (Special) Meeting Minutes
3. Public Comment
4. Brad Guth, Development Services Director
  - a. Proposed Draft Amendments to the Madison County Land Use Ordinance
  - b. Industrial Park Golden LEAF SITE Program Grant Certification and Engineering Resolution
5. Kary Ledford, Finance Officer
  - a. Budget Amendment #9
  - b. Financial Report
6. Diana Norton, Tax Administrator  
2023 Board of Equalization and Review Schedule
7. Donny Laws, County Attorney  
National Opioid Settlements Litigation
8. Matt Wechtel, Chairman  
Discussion Regarding Department of Social Services Employee Retention
9. Rod Honeycutt, Interim County Manager
  - a. County Manager's Update
  - b. County Jail Inmate Labor Contract Authorization
  - c. Review Board for Emergency Management Services
  - d. County Owned Surplus Property
  - e. County Board Appointments
  - f. Iva Frisby vs. Madison County Settlement Agreement
  - g. Division of Water Infrastructure Resolution and Funding Offer and Acceptance
  - h. Engineering Services Agreement
10. Adjournment

**Report Parameters:**

Release Date Start: 2/1/2023 Release Date End: 2/28/2023  
 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 |
|----------------------------------|---------------------------|-----------|-----------------|--------------------|--------------|----------------------|--------------------|-------------------|
| 0000001304-2021-2021-0000-00-REG | LEDFOED, SINDA MRS.       | 9/15/2021 | Landfill error  | DIANA              | 2/17/2023    | 755.96               | 360.00             | 395.96            |
| 0000007215-2022-2022-0000-00-REG | GAHAGAN, THOMAS JEROME    | 8/21/2022 | Landfill error  | DIANA              | 2/21/2023    | 657.86               | 180.00             | 477.86            |
| 0000007336-2022-2022-0000-00-REG | GAHAGAN, THOMAS J         | 8/21/2022 | Landfill error  | DIANA              | 2/21/2023    | 1,137.78             | 180.00             | 957.78            |
| 0000008247-2020-2020-0000-00-REG | MASSEY, JOHN ROBERT       | 9/21/2020 | Landfill error  | ARROWOOD           | 2/21/2023    | 303.94               | 180.00             | 123.94            |
| 0000008247-2021-2021-0000-00-REG | MASSEY, JOHN ROBERT       | 9/15/2021 | Landfill error  | DIANA              | 2/21/2023    | 303.94               | 180.00             | 123.94            |
| 0000008247-2022-2022-0000-00-REG | MASSEY, JOHN ROBERT       | 8/21/2022 | Landfill error  | DIANA              | 2/21/2023    | 303.94               | 180.00             | 123.94            |
| 0000010861-2020-2020-0000-00-REG | SUTTON, JAMES R.          | 9/21/2020 | Landfill error  | DIANA              | 2/15/2023    | 659.54               | 180.00             | 479.54            |
| 0000010861-2021-2021-0000-00-REG | SUTTON, JAMES R.          | 9/15/2021 | Landfill error  | DIANA              | 2/15/2023    | 659.54               | 180.00             | 479.54            |
| 0000017245-2022-2022-0000-00-REG | BRUSH CREEK COUNTRY STORE | 8/21/2022 | Adjustment      | DIANA              | 2/15/2023    | 786.80               | 720.80             | 66.00             |
| 0000019841-2022-2022-0000-00-REG | LOCKE, BRITNY S           | 8/21/2022 | Adjustment      | DIANA              | 2/15/2023    | 1,095.89             | 180.00             | 915.89            |
| 0000569149-2020-2020-0000-00-REG | CHANDLER, NEIL            | 9/21/2020 | Not in County   | DIANA              | 2/15/2023    | 31.90                | 31.90              | 0.00              |
| 0000569149-2021-2021-0000-00-REG | CHANDLER, NEIL            | 9/15/2021 | Not in County   | DIANA              | 2/15/2023    | 31.90                | 31.90              | 0.00              |
| 0000569149-2022-2022-0000-00-REG | CHANDLER, NEIL            | 8/21/2022 | Not in County   | DIANA              | 2/15/2023    | 31.90                | 31.90              | 0.00              |
| 0000571732-2020-2020-0000-00-REG | HERRINGTON, DAVID         | 9/21/2020 | Not in County   | DIANA              | 2/8/2023     | 140.00               | 140.00             | 0.00              |
| 0000571732-2021-2021-0000-00-REG | HERRINGTON, DAVID         | 9/15/2021 | Not in County   | DIANA              | 2/8/2023     | 154.00               | 154.00             | 0.00              |
| 0000571732-2022-2022-0000-00-REG | HERRINGTON, DAVID         | 8/21/2022 | Not in County   | DIANA              | 2/8/2023     | 154.00               | 154.00             | 0.00              |
| 0000571799-2020-2020-0000-00-REG | PROMISE KEEPER            | 9/21/2020 | Over Assessment | DIANA              | 2/7/2023     | 138.08               | 125.12             | 12.96             |
| <b>Subtotal</b>                  |                           |           |                 |                    |              |                      | <b>3,189.62</b>    |                   |
| <b>Total</b>                     |                           |           |                 |                    |              |                      | <b>3,189.62</b>    |                   |

| Tax Year               | Bill Number                  | Adjustment Reason | Refund Recipient Name          | Refund Amount (\$) | Includes Negative Refund | MADISON Portion Refund (\$) | Solid Waste Fee | Fire Refund (\$) |
|------------------------|------------------------------|-------------------|--------------------------------|--------------------|--------------------------|-----------------------------|-----------------|------------------|
| <b>MADISON Refunds</b> |                              |                   |                                |                    |                          |                             |                 |                  |
| 2022                   | 0000018368-2022-2022-0000-00 | Landfill error    | ARRINGTON, KENNETH R.          | 180.00             | N                        | 0.00                        | 180.00          | 0.00             |
| 2022                   | 0000002596-2022-2022-0000-00 | Landfill error    | COOMER, BERT E.                | 180.00             | N                        | 0.00                        | 180.00          | 0.00             |
| 2022                   | 0000007784-2022-2022-0000-00 | Landfill error    | HUFFMAN, ROXIE (FRED DECEASED) | 183.60             | N                        | 0.00                        | 183.60          | 0.00             |
| 2020                   | 0000012631-2020-2020-0000-00 | Landfill error    | PHILIBERT, ROBERT J.           | 372.60             | N                        | 0.00                        | 372.60          | 0.00             |
| 2021                   | 0000012631-2021-2021-0000-00 | Landfill error    | PHILIBERT, ROBERT J.           | 388.80             | N                        | 0.00                        | 388.80          | 0.00             |
| 2022                   | 0000012631-2022-2022-0000-00 | Landfill error    | PHILIBERT, ROBERT J.           | 360.00             | N                        | 0.00                        | 360.00          | 0.00             |
| 2020                   | 0000001483-2020-2020-0000-00 | Landfill error    | ROGERS, LARRY                  | 180.00             | N                        | 0.00                        | 180.00          | 0.00             |
| 2021                   | 0000001483-2021-2021-0000-00 | Landfill error    | ROGERS, LARRY                  | 180.00             | N                        | 0.00                        | 180.00          | 0.00             |
| 2022                   | 0000001483-2022-2022-0000-00 | Landfill error    | ROGERS, LARRY                  | 180.00             | N                        | 0.00                        | 180.00          | 0.00             |
| 2022                   | 0000568716-2022-2022-0000-00 | Listed In Error   | THOMAS, JEFFERY N.             | 47.10              | N                        | 47.10                       | 0.00            | 0.00             |
| <b>Subtotal</b>        |                              |                   |                                | <b>2,252.10</b>    |                          | <b>47.10</b>                | <b>2,205.00</b> | <b>0.00</b>      |

Authorization

\_\_\_\_\_ Date: 3/2/2023



Diana Norton  
Interim Tax Administrator

**Date:** February 28, 2023  
**To:** Board of Commissioners  
**From (Department):** Tax Department  
**Presenter: (Name):** Diana Norton  
**Re:** Kania Law Firm Update

I wanted to let you all know how big a help Kania Law Firm has been in assisting us with getting delinquent bills paid.

In 2021 under Lori Ray there were 36 parcels referred and they collected \$68,504.97.  
In 2022 under my supervision there were 116 parcels referred and they collected \$427,801.47  
So far in 2023 I have sent 133 parcels and they have collected \$38,687.82.

This DOES NOT include what I have collected with them just sending out the 10 day demand letters.

**Attached Document:**

**Recommended Action:** None



# PARKING SPACE RENTAL AGREEMENT

- I. **The Parties.** This agreement dated on the 14 day of March, 2023 by and between American Legion Post 317 with a mailing address of PO Box 1147 in the City of Marshall, State of North Carolina (Hereinafter known as the 'Lessor') and Madison Co. Government with a mailing address of Po Box 579 in the City of Marshall, State of NC (Hereinafter known as the 'Lessee') for a parking space located at: 36 Bridge St, Marshall, NC Parking spaces # 6,7,8,9,10,11,12,13,14,16,17,18.
- II. **Term.** The term of this agreement shall begin on the 14<sup>th</sup> day of March 2023 and continue:
- (Check One)**
- until the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.
- on a month to month basis. Termination may be made by either party with at least 30 days' written notice. All notices shall be sent to the parties' information in Section I.
- III. **Rent.** The rental payment shall be due on the 15th of every month in the amount of 25 dollars per space (\$25.00). Payment shall be delivered to the Lessor by the Lessee in the following manner:
- Payment will be received via check issued from the Madison County Finance Office.
- IV. **Subletting.** The Lessee is not allowed to sublease (sublet) the space without the direct written consent from the Lessor.
- V. **Current Registration & Insurance.** Lessee may only use the space for vehicles that are up-to-date with all State and local registration. In addition, all vehicles must maintain current with insurance that is legal under the State of registration.

- VI. **Maintenance.** Lessee is required to keep the vehicle in good repair and free of hazardous leaks of oils or liquids. No repairs of any type are allowed on the parking space and, if needed, must be towed to a location that allows such activities.
- VII. **Use of Space & Damage.** The use of the space may only be for the parking of a County approved vehicle. No storage of personal property may be allowed in the space. Lessor is not liable for any damage done to the vehicle or personal property taken from it. All liability to the vehicle and personal property will be responsibility of the Lessee.
- VIII. **Governing Law.** This agreement shall be governed under the laws in the State of North Carolina.

This agreement was signed on the 14 day of March, 2023.

\_\_\_\_\_

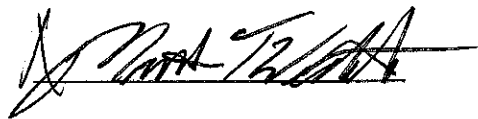
Lessor's Signature

\_\_\_\_\_

Lessor's Printed Name

\_\_\_\_\_

Lessor's Contact Info



Lessee's Signature



Lessee's Printed Name



Lessee's Contact Info

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

CONTRACTOR: American Legion Post 317

COUNTY DEPARTMENT: Finance Office

SUBJECT OF CONTRACT: Parking lease

DATE/TERM OF CONTRACT: March 14, 2023

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

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

By:  \_\_\_\_\_  
Madison County Finance Officer

**RESOLUTION OF THE MADISON COUNTY BOARD OF COMMISSIONERS TO  
EXEMPT THE MADISON COUNTY COURTHOUSE CONSTRUCTION FROM  
NORTH CAROLINA GENERAL STATUTE 143-64.31**


**WHEREAS** Madison County presents under consideration the construction of building modifications to the Madison County Courthouse located at 2 North Main Street, Marshall, NC 28753.

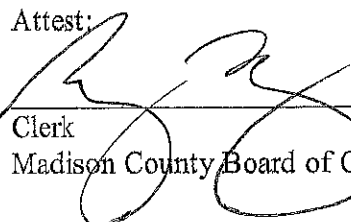
**WHEREAS** Madison County projects an estimate for architectural engineering fees to be less than \$50,000 for the project.

**WHEREAS** Madison County desires pursuant to NCGS 143-64.32 to exempt said project from the requirements set forth in NCGS 143-64.31.

**NOW THEREFORE**, be it **RESOLVED** by the Madison County Board of Commissioners that the above referenced building modifications to the Madison County Courthouse project is hereby exempt from the provisions of NCGS 143-64.31.

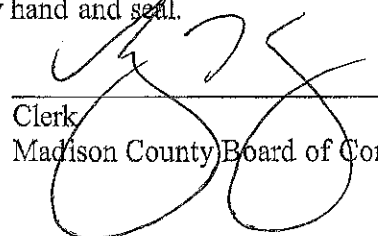
Resolved this the 14<sup>th</sup> day of March 2023. Signed this the \_\_\_\_ day of March 2023.

  
\_\_\_\_\_  
Chairman  
Madison County Board of Commissioners

Attest:  
  
\_\_\_\_\_  
Clerk  
Madison County Board of Commissioners

**CERTIFICATION**

The undersigned Clerk to the Madison County Board of Commissioners does by execution hereof certify the foregoing to be a true and accurate copy of action taken by said Board as stated therein. WITNESS my hand and seal.

  
\_\_\_\_\_  
Clerk  
Madison County Board of Commissioners

(SEAL)

**DISTRIBUTION REQUEST  
NEEDS-BASED PUBLIC SCHOOL CAPITAL FUND  
NORTH CAROLINA EDUCATION LOTTERY**

|       |
|-------|
| DPI U |
| Apprc |
| Date: |

Date of Request: March 10, 2023

County: Madison County  
 Address: 107 Elizabeth Lane, Marshall, NC 28753  
 LEA: Madison County Schools  
 Address: 5738 US 25/70 Hwy, Marshall, NC 28753

Contact Person: Michael Wallin  
 Title: CFO  
 Phone: 828-649-9276  
 Email: mwallin@madisonk12.net

Project Title: Madison County Schools' Stadium Renovation Project  
 Project Address: 5740 US 25/70 Hwy, Marshall, NC 28753

The Needs-Based Public School Capital Fund is governed by Article 38B of GS 115C-546. The purpose of the NBRSCF is to assist counties with the capital public school building capital needs. Grant funds may be used for construction of new public school buildings, as well as additions, repairs, and renovations to existing public school buildings. Grant funds cannot be used for real property acquisition, or for capital improvements to administrative buildings. Grant funds may be utilized for a lease agreement per GS 115C-546.13. **Do Not use this Distribution Request Form for lease payments.**

| Total Project Costs (per signed agreement) | State Grant  |   | Local Match |   | Total        |
|--|--------------|---|-------------|---|--------------|
| Planning / Design                          | \$ 262,000   | + | \$          | = | \$ 262,000   |
| Construction                               | \$ 4,028,499 | + | \$ 119,000  | = | \$ 4,147,499 |
| Other                                      | \$           | + | \$          | = | \$           |
| Total                                      | \$ 4,290,499 | + | \$ 119,000  | = | \$ 4,409,499 |

Design Firm: L59P 14 O'Henry Ave., Suite 210, Asheville, NC 28801  
 Date of Design Contract: 10/14/2021 Bid Date ( x actual    estimated): 9/14/22  
 General Contractor: H&M Constructors Date of Construction Contract: 9/26/2022  
 Construction Start Date ( x actual    estimated): 11/30/2022 Completion Date (    actual x estimated): 10/2/2023

Local Matching Fund Requirement:    1:1 |    1:3    or       0% | X 5% |    15% |    25% |    35%

Source(s) of matching funds: Local and Capital Outlay Funds

| Project Costs (as of date): <u>2/16/2023</u> | State Grant   |   | Local Match  |   | Total         |
|--|---------------|---|--------------|---|---------------|
| Planning / Design                            | \$            | + | \$           | = | \$            |
| Construction                                 | \$ 506,742.93 | + | \$ 82,338.66 | = | \$ 589,081.59 |
| Other  | \$            | + | \$           | = | \$            |
| Total  | \$ 506,742.93 | + | \$ 82,338.66 | = | \$ 589,081.59 |

| Grant Funds Requested | All Prior Requests |   | This Request  |   | Total         |
|-----------------------|--------------------|---|---------------|---|---------------|
| Planning / Design     | \$                 | + | \$            | = | \$            |
| Construction          | \$                 | + | \$ 506,742.93 | = | \$ 506,742.93 |
| Other                 | \$                 | + | \$            | = | \$            |
| Total                 | \$                 | + | \$ 506,742.93 | = | \$ 506,742.93 |

Supporting Documentation: *At DPI's request, submit documentation to DPI substantiating project expenditures identified here.*

**Reporting Requirements**

We, the undersigned, agree to submit a report describing the progress of this project, including State and Local amounts expended, as follows: 1) with each distribution request; 2) annually on or before April 1 of each year; and 3) within 90 days following completion of the project (final payment). We certify that the project herein described is within the parameters set forth in Article 38B of GS 115C-546, and that all the required local funding is available and designated as a Local Match for this project. We certify that Local Matching Funds are derived from non-State and non-Federal funds and will be expended along with Needs-Based Grant funds as the project progresses.

  
 (Signature - Chair, County Commissioners)

3/14/23  
 (Date)

(Signature - Chair, Board of Education)

(Date)

**DISTRIBUTION REQUEST  
PUBLIC SCHOOL BUILDING  
REPAIR & RENOVATION FUND  
NORTH CAROLINA EDUCATION LOTTERY**

|                     |
|---------------------|
| <b>DPI USE ONLY</b> |
| Approved By: _____  |
| Date: _____         |

Date of Request: March 10, 2023

County: Madison County Contact Person: Michael Wallin  
 Address: 107 Elizabeth Lane, Marshall, NC 28753 Title: Finance Officer  
 LEA: Madison County Schools Phone: 828-649-9276 ext. 10121  
 Address: 5738 US 25/70 Hwy., Marshall, NC 28753 Email: mwallin@madisonk12.net

Project Title: Heat Pumps for Hot Springs Elementary School  
 Project Address: 63 N. Serpentine Avenue  
Hot Springs, NC 28743  
 Type of Facility: School Building

**The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.**

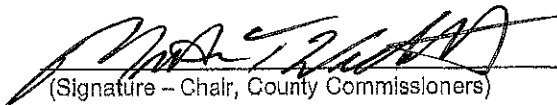
Brief Project Description (include est. start/end dates): Replacing of Heat Pumps in some of the classrooms. Beginning now and should be done in approximatley one month.

Estimated Costs:

|   |                     |
|---|---------------------|
| Planning and Design Services.....                   | \$ _____            |
| New Construction – Facility Enlargement .....       | \$ _____            |
| New Construction – Addition(s) .....                | \$ _____            |
| Existing Construction – Facility Improvements ..... | \$ _____            |
| Existing Construction – Facility Repairs .....      | \$ 19,997.83        |
| Existing Construction – Facility Renovations .....  | \$ _____            |
| <b>TOTAL .....</b>                                  | <b>\$ 19,997.83</b> |

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of \$ 19,997.83 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

  
 (Signature – Chair, County Commissioners)

3/14/23  
 (Date)

\_\_\_\_\_  
 (Signature – Chair, Board of Education)

\_\_\_\_\_  
 (Date)



**DISTRIBUTION REQUEST  
PUBLIC SCHOOL BUILDING  
REPAIR & RENOVATION FUND  
NORTH CAROLINA EDUCATION LOTTERY**

|                     |
|---------------------|
| <b>DPI USE ONLY</b> |
| Approved By: _____  |
| Date: _____         |

Date of Request: March 10, 2023

County: Madison County Contact Person: Michael Wallin  
 Address: 107 Elizabeth Lane, Marshall, NC 28753 Title: Finance Officer  
 LEA: Madison County Schools Phone: 828-649-9276 ext. 10121  
 Address: 5738 US 25/70 Hwy., Marshall, NC 28753 Email: mwallin@madisonk12.net

Project Title: Heat Pumps for Mars Hill Elementary School  
 Project Address: 200 School House Lane  
Mars Hill, NC 28754  
 Type of Facility: School Building

**The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.**

Brief Project Description (include est. start/end dates): Replacing of Heat Pumps in some of the classrooms.  
Beginning now and should be done in approximatley one month.

Estimated Costs:

|   |                    |
|---|--------------------|
| Planning and Design Services .....                  | \$ _____           |
| New Construction – Facility Enlargement .....       | \$ _____           |
| New Construction – Addition(s) .....                | \$ _____           |
| Existing Construction – Facility Improvements ..... | \$ _____           |
| Existing Construction – Facility Repairs .....      | \$ 5,582.24        |
| Existing Construction – Facility Renovations .....  | \$ _____           |
| <b>TOTAL .....</b>                                  | <b>\$ 5,582.24</b> |

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of \$ 5,582.24 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

  
 (Signature – Chair, County Commissslioners)

3/14/23  
 (Date)

(Signature – Chair, Board of Education)

(Date)





**DISTRIBUTION REQUEST  
PUBLIC SCHOOL BUILDING  
REPAIR & RENOVATION FUND  
NORTH CAROLINA EDUCATION LOTTERY**

|                     |
|---------------------|
| <b>DPI USE ONLY</b> |
| Approved By: _____  |
| Date: _____         |

Date of Request: March 10, 2023

County: Madison County Contact Person: Michael Wallin  
 Address: 107 Elizabeth Lane, Marshall, NC 28753 Title: Finance Officer  
 LEA: Madison County Schools Phone: 828-649-9276 ext. 10121  
 Address: 5738 US 25/70 Hwy., Marshall, NC 28753 Email: mwallin@madlsonk12.net

Project Title: Replace Roof on Freezer at Mars Hill Elementary School  
 Project Address: 200 School House Lane  
Mars Hill, NC 28754  
 Type of Facility: School Building

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Brief Project Description (include est. start/end dates): Replacing roof over freezer in cafeteria.  
To be completed in the next couple months. Leaking and becoming a hazard.

Estimated Costs:

|   |           |                         |
|---|-----------|-------------------------|
| Planning and Design Services.....                   | \$        | _____                   |
| New Construction – Facility Enlargement .....       | \$        | _____                   |
| New Construction – Addition(s) .....                | \$        | _____                   |
| Existing Construction – Facility Improvements ..... | \$        | _____                   |
| Existing Construction – Facility Repairs .....      | \$        | <u>39,563.25</u>        |
| Existing Construction – Facility Renovations .....  | \$        | _____                   |
| <b>TOTAL .....</b>                                  | <b>\$</b> | <b><u>39,563.25</u></b> |

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of \$39,563.25 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

  
 (Signature – Chair, County Commissioners)

3/14/23  
 (Date)

\_\_\_\_\_  
 (Signature – Chair, Board of Education)

\_\_\_\_\_  
 (Date)



**DISTRIBUTION REQUEST  
PUBLIC SCHOOL BUILDING  
REPAIR & RENOVATION FUND  
NORTH CAROLINA EDUCATION LOTTERY**

|                     |
|---------------------|
| <b>DPI USE ONLY</b> |
| Approved By: _____  |
| Date: _____         |

Date of Request: March 10, 2023

County: Madison County Contact Person: Michael Wallin  
 Address: 107 Elizabeth Lane, Marshall, NC 28753 Title: Finance Officer  
 LEA: Madison County Schools Phone: 828-649-9276 ext. 10121  
 Address: 5738 US 25/70 Hwy., Marshall, NC 28753 Email: mwallin@madisonk12.net

Project Title: Replace Intercom at Madison Middle School  
 Project Address: 95 Upper Brush Creek Rd.  
Marshall, NC 28743  
 Type of Facility: School Building

**The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.**

Brief Project Description (include est. start/end dates): Replace Intercom for safety reasons.  
 Parts will be ordered and to be completed over Spring Break or June.

Estimated Costs:

|   |                     |
|---|---------------------|
| Planning and Design Services.....                   | \$ _____            |
| New Construction – Facility Enlargement .....       | \$ _____            |
| New Construction – Addition(s) .....                | \$ _____            |
| Existing Construction – Facility Improvements ..... | \$ _____            |
| Existing Construction – Facility Repairs .....      | \$ 19,768.25        |
| Existing Construction – Facility Renovations .....  | \$ _____            |
| <b>TOTAL .....</b>                                  | <b>\$ 19,768.25</b> |

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of \$ 19,768.25 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

  
 (Signature – Chair, County Commissioners)

3/14/23  
 (Date)

\_\_\_\_\_  
 (Signature – Chair, Board of Education)

\_\_\_\_\_  
 (Date)



**DISTRIBUTION REQUEST  
PUBLIC SCHOOL BUILDING  
REPAIR & RENOVATION FUND  
NORTH CAROLINA EDUCATION LOTTERY**

|                     |
|---------------------|
| <b>DPI USE ONLY</b> |
| Approved By: _____  |
| Date: _____         |

Date of Request: March 10, 2023

County: Madison County Contact Person: Michael Wallin  
 Address: 107 Elizabeth Lane, Marshall, NC 28753 Title: Finance Officer  
 LEA: Madison County Schools Phone: 828-649-9276 ext. 10121  
 Address: 5738 US 25/70 Hwy., Marshall, NC 28753 Email: mwallin@madisonk12.net

Project Title: Additional Cameras for Brush Creek Elementary School  
 Project Address: 265 Upper Brush Creek Rd.  
Marshall, NC 28743  
 Type of Facility: School Building

**The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.**

Brief Project Description (include est. start/end dates): Add a few additional cameras where there are gaps in coverage. Parts will be ordered and to be completed as soon as they arrive.

Estimated Costs:

|   |           |                     |
|---|-----------|---------------------|
| Planning and Design Services.....                   | \$        | _____               |
| New Construction – Facility Enlargement .....       | \$        | _____               |
| New Construction – Addition(s) .....                | \$        | _____               |
| Existing Construction – Facility Improvements ..... | \$        | <u>7,075</u>        |
| Existing Construction – Facility Repairs .....      | \$        | _____               |
| Existing Construction – Facility Renovations .....  | \$        | _____               |
| <b>TOTAL .....</b>                                  | <b>\$</b> | <b><u>7,075</u></b> |

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of \$7,075 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

  
 (Signature – Chair, County Commissioners)

3/14/23  
 (Date)

\_\_\_\_\_  
 (Signature – Chair, Board of Education)

\_\_\_\_\_  
 (Date)



**DISTRIBUTION REQUEST  
PUBLIC SCHOOL BUILDING  
REPAIR & RENOVATION FUND  
NORTH CAROLINA EDUCATION LOTTERY**

|                     |
|---------------------|
| <b>DPI USE ONLY</b> |
| Approved By: _____  |
| Date: _____         |

Date of Request: March 10, 2023

County: Madison County Contact Person: Michael Wallin  
 Address: 107 Elizabeth Lane, Marshall, NC 28753 Title: Finance Officer  
 LEA: Madison County Schools Phone: 828-649-9276 ext. 10121  
 Address: 5738 US 26/70 Hwy., Marshall, NC 28753 Email: mwallin@madisonk12.net

Project Title: Awnings for Brush Creek Elementary School  
 Project Address: 265 Upper Brush Creek Rd.  
Marshall, NC 28743  
 Type of Facility: School Building

**The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.**

Brief Project Description (include est. start/end dates): Add awnings for safety where the buses unload at Brush Creek Elementary School. Parts will be ordered and then work completed when it arrives approx. 90 days.

Estimated Costs:

|   |           |                      |
|---|-----------|----------------------|
| Planning and Design Services.....                   | \$        | _____                |
| New Construction – Facility Enlargement .....       | \$        | _____                |
| New Construction – Addition(s) .....                | \$        | _____                |
| Existing Construction – Facility Improvements ..... | \$        | <u>20,760</u>        |
| Existing Construction – Facility Repairs .....      | \$        | _____                |
| Existing Construction – Facility Renovations .....  | \$        | _____                |
| <b>TOTAL .....</b>                                  | <b>\$</b> | <b><u>20,760</u></b> |

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of \$20,760 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

  
 (Signature – Chair, County Commissioners)

3/14/23  
 (Date)

(Signature – Chair, Board of Education)

(Date)



**DISTRIBUTION REQUEST  
PUBLIC SCHOOL BUILDING  
REPAIR & RENOVATION FUND  
NORTH CAROLINA EDUCATION LOTTERY**

**DPI USE ONLY**

Approved By: \_\_\_\_\_

Date: \_\_\_\_\_

Date of Request: March 10, 2023

County: Madison County Contact Person: Michael Wallin  
 Address: 107 Elizabeth Lane, Marshall, NC 28753 Title: Finance Officer  
 LEA: Madison County Schools Phone: 828-649-9276 ext. 10121  
 Address: 5738 US 25/70 Hwy., Marshall, NC 28753 Email: mwallin@madisonk12.net

Project Title: Fire Alarm Pull Station for Manufacturing Classroom at Madison High School  
 Project Address: 5740 US 25/70 Hwy.  
Marshall, NC 28743  
 Type of Facility: School Building

**The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.**

Brief Project Description (Include est. start/end dates): Repair and Install Fire Alarm Pull Station in Manufacturing Classroom at Madison High School. To be completed within next month.

Estimated Costs:

|   |           |                        |
|---|-----------|------------------------|
| Planning and Design Services.....                   | \$        | _____                  |
| New Construction – Facility Enlargement .....       | \$        | _____                  |
| New Construction – Addition(s) .....                | \$        | _____                  |
| Existing Construction – Facility Improvements ..... | \$        | <u>7,654.66</u>        |
| Existing Construction – Facility Repairs .....      | \$        | _____                  |
| Existing Construction – Facility Renovations .....  | \$        | _____                  |
| <b>TOTAL .....</b>                                  | <b>\$</b> | <b><u>7,654.66</u></b> |

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of \$7,654.66 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

  
 \_\_\_\_\_  
 (Signature – Chair, County Commissioners)

3/14/23  
 \_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Signature – Chair, Board of Education)

\_\_\_\_\_  
 (Date)



DISTRIBUTION REQUEST  
 PUBLIC SCHOOL BUILDING  
 REPAIR & RENOVATION FUND  
 NORTH CAROLINA EDUCATION LOTTERY

|                    |
|--------------------|
| DPI USE ONLY       |
| Approved By: _____ |
| Date: _____        |

Date of Request: March 10, 2023

County: Madison County Contact Person: Michael Wallin  
 Address: 107 Elizabeth Lane, Marshall, NC 28753 Title: Finance Officer  
 LEA: Madison County Schools Phone: 828-649-9276 ext. 10121  
 Address: 5738 US 25/70 Hwy., Marshall, NC 28753 Email: mwallin@madisonk12.net

Project Title: Awnings for Madison High School  
 Project Address: 5740 US 25/70 Hwy.  
Marshall, NC 28743  
 Type of Facility: School Building

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Brief Project Description (Include est. start/end dates): Add awnings for safety on walkway to Madison High Velocity Learning Center at Madison High School. Connects 2 schools for sharing staff/facilities. 90 days

Estimated Costs:

|   |                  |
|---|------------------|
| Planning and Design Services .....                  | \$ _____         |
| New Construction - Facility Enlargement .....       | \$ _____         |
| New Construction - Addition(s) .....                | \$ _____         |
| Existing Construction - Facility Improvements ..... | \$ 62,970        |
| Existing Construction - Facility Repairs .....      | \$ _____         |
| Existing Construction - Facility Renovations .....  | \$ _____         |
| <b>TOTAL .....</b>                                  | <b>\$ 62,970</b> |

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of \$ 62,970 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

  
 (Signature - Chair, County Commissioners)

3/14/23  
 (Date)

\_\_\_\_\_  
 (Signature - Chair, Board of Education)

\_\_\_\_\_  
 (Date)

**PRINT FORM**

**CLEAR FORM**

Original form must be received in the CALS Personnel Office by the 5th of the month to be paid, but not more than 30 days in advance. Please submit all forms to your District Director's Office for processing.

**COUNTY SALARY CHANGE & SUPPLEMENTAL PAY SHEET**

County Increase  County Longevity  One Time Bonus (e.g. 401K, Holiday, Trust)  Other:

Effective Date of increase/payment: 7/1/22  
 (All actions must be effective in the same calendar month.)

County Name: Madison

| EMPLOYEE NAME        | NCSU Employee ID No. (SID Social Security No.) | NCSU POSITION No. | CURRENT COUNTY SALARY (Whole \$ Amount) | For Permanent Salary Changes Only |                                     | Comments |
|----------------------|--|-------------------|---|-----------------------------------|-------------------------------------|----------|
|                      |  |                   |   | COUNTY INCREASE (Whole \$ Amount) | NEW COUNTY SALARY (Whole \$ Amount) |          |
| Magen Caldwell-Woody | 326689   | 42619             | \$21,352                                | \$271                             | \$21,993                            | COLA 3%  |
| Jessica Mollet       | 639118   | 2393              | \$35,443                                | \$1,053                           | \$36,506                            | COLA 3%  |
| Misty Yamell         | 1115798  | 2145              | \$24,419                                | \$739                             | \$25,152                            | COLA 3%  |
| Peyton Duckett       | 200181617                                      | 62787             | \$24,000                                | \$720                             | \$24,720                            | COLA 3%  |
| Elizabeth Ayers      | 312088   | 2141              | \$31,000                                | \$930                             | \$31,930                            | COLA 3%  |
|                      |  |                   |   |                                   |                                     |          |
|                      |  |                   |   |                                   |                                     |          |
|                      |  |                   |   |                                   |                                     |          |
|                      |  |                   |   |                                   |                                     |          |
|                      |  |                   |   |                                   |                                     |          |
|                      |  |                   |   |                                   |                                     |          |
|                      |  |                   |   |                                   |                                     |          |
|                      |  |                   |   |                                   |                                     |          |
|                      |  |                   |   |                                   |                                     |          |
|                      |  |                   |   |                                   |                                     |          |

County Official: Matt Weckel (Print Name) Chairman, BOC (Title) 3/14/23 (Date)

County Extension Director: Elizabeth Ayers (Print Name) Director (Title) 2/9/23 (Date)



Attachment 2.7

**Madison County  
Administration**

PO Box 579  
Marshall, NC 28753  
(828) 649-2854  
[www.madisoncountync.gov](http://www.madisoncountync.gov)

**Date:** March 14, 2023  
**To:** Board of Commissioners  
**From (Department):** County Manager's Office  
**Presenter: (Name):** Consent Agenda  
**Re:** S.L. 2021-103 Substance Abuse Block Grant Contract

Through the NC S.L. 2021-103 Substance Abuse Block Grant, the County was awarded \$1,500,000.00 for substance use treatment and recovery services for children and adults.

Vaya Health is facilitating the block grant contract on behalf of the State, and as such, developing a contract based on the scope of work created from budgetary items received by the Madison County work group creating the budget.

Uses for the funding will include operations and upgrades to assist with substance use treatment and recovery services including drug court services, personal protection equipment such as one-way valve cpr masks for officers and emergency personnel, programs at the Health Department, building renovations to accommodate services, and others. Currently, the grant specifies that expenditures of the funding must be utilized by June 30, 2023, but the possibility for an extension of the grant is being looked at by Vaya at this time.

The estimated date for the County to receive the contract is Monday, March 13<sup>th</sup>. Once the information is received, it will be directed to members of the Board for review. In the event that the contract is not received prior to the meeting, the item will be placed for consideration of a later agenda.

**Attached Document:** No

**Recommended Action:** Consideration of Approval Once the Contract is Provided



**RESOLUTION**

**DESIGNATION OF APPLICANT'S AGENT**

North Carolina Division of Emergency Management

Organization Name (hereafter named Organization) Disaster Number:  
 Madison County 4393

Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate):  
 North Carolina

Applicant's Fiscal Year (FY) Start  
 Month: July Day: 1

Applicant's Federal Employer's Identification Number  
 56 - 6000316

Applicant's Federal Information Processing Standards (FIPS) Number  
 - 37115 -

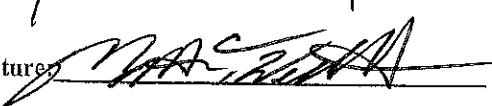
| PRIMARY AGENT                              | SECONDARY AGENT                                |
|--|--|
| Agent's Name <b>Rod Honeycutt</b>          | Agent's Name <b>Edward Roberts</b>             |
| Organization <b>Madison County</b>         | Organization <b>Madison County</b>             |
| Official Position <b>County Manager</b>    | Official Position <b>EM Director</b>           |
| Mailing Address <b>107 Elizabeth Ln.</b>   | Mailing Address <b>348 Medical Park Dr</b>     |
| City, State, Zip <b>Marshall, NC 28753</b> | City, State, Zip <b>Marshall, NC 28753</b>     |
| Daytime Telephone <b>(828) 649-2854</b>    | Daytime Telephone <b>(828) 649-3602</b>        |
| Facsimile Number <b>(828) 649-1021</b>     | Facsimile Number <b>(828) 649-9645</b>         |
| Pager or Cellular Number                   | Pager or Cellular Number <b>(828) 206-3155</b> |

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this        day of       , 20  .

| GOVERNING BODY                                      | CERTIFYING OFFICIAL |
|---|---------------------|
| Name and Title <b>Board of County Commissioners</b> | Name                |
| Name and Title                                      | Official Position   |
| Name and Title                                      | Daytime Telephone   |

**CERTIFICATION**

I, Matt Wechtel, (Name) duly appointed and BOC Chairman (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of Madison County (Organization) on the 14 day of March, 2023

Date: 3/14/23 Signature: 



# Madison County Commissioners Meeting

## Public Comment

March 14, 2023

7:00pm

North Carolina Cooperative Extension-Madison County Center

3 Minute Time Limit

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

|     | Name      | Signature       |
|-----|-----------|-----------------|
| 1.  | Tony Bond | Anthony E. Bond |
| 2.  |           |                 |
| 3.  |           |                 |
| 4.  |           |                 |
| 5.  |           |                 |
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| 19. |           |                 |
| 20. |           |                 |

## 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 required by this Ordinance 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.

#### 8.10.13 Local Contact Person

All Special Event Facilities shall designate a local contact person who shall provide their contact information to the Board of Adjustment, 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, their special use permit shall be terminated and the use shall be discontinued.



Madison County NC  
Marshall, NC 28753

3|15|23

Scott Hamilton  
President  
Golden Leaf Foundation  
301 N. Winstead Avenue  
Rocky Mount, NC 27804

Dear Mr. Hamilton:

The Madison County Board of Commissioners strongly support the Golden Leaf SITE Program Due Diligence grant application for \$24,550 prepared by our Development Services Department to improve the Madison County Industrial Park.

The grant will permit the county to conduct critically necessary technical, financial, legal, environmental and stakeholder due diligence to assess the project's feasibility, risks and potential impacts on the local community.

The SITE Program grant will permit Madison County to continue its efforts to develop the Madison County Industrial Park and have sites available for development to attract new businesses and create opportunities for existing businesses to expand.

Overall the project will be a catalyst for job creation and economic investment, increasing economic opportunity in Madison County.

Sincerely,

Matthew Wechtel  
Chairman  
Madison County  
Board of Commissioners

**RESOLUTION OF THE MADISON COUNTY BOARD OF COMMISSIONERS TO  
EXEMPT THE MADISON COUNTY INDUSTRIAL PARK DEVELOPMENT FROM  
NORTH CAROLINA GENERAL STATUTE 143-64.31**

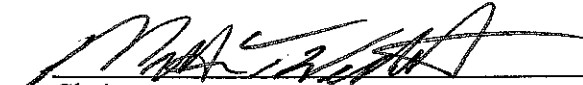
**WHEREAS** Madison County presents under consideration the development of the property of the Madison County Industrial Park located on the south side of Long Branch Road, approximately 1500 feet east of US-25 in Marshall, NC 28753.

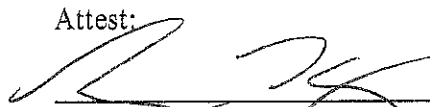
**WHEREAS** Madison County projects an estimate of the engineering fees to be less than \$50,000 for the project based on the quote from Modulus attached hereto.

**WHEREAS** Madison County desires pursuant to NCGS 143-64.32 to exempt said project from the requirements set forth in NCGS 143-64.31.

**NOW THEREFORE**, be it **RESOLVED** by the Madison County Board of Commissioners that the above referenced development of the Madison County Industrial Park project is hereby exempt from the provisions of N.C.G.S. 143-64.31.

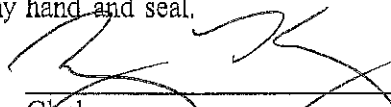
Resolved this the 14<sup>th</sup> day of March 2023. Signed this the 14 day of March 2023.

  
\_\_\_\_\_  
Chairman  
Madison County Board of Commissioners

Attest:  
  
\_\_\_\_\_  
Clerk  
Madison County Board of Commissioners

**CERTIFICATION**

The undersigned Clerk to the Madison County Board of Commissioners does by execution hereof certify the foregoing to be a true and accurate copy of action taken by said Board as stated therein. WITNESS my hand and seal.

  
\_\_\_\_\_  
Clerk  
Madison County Board of Commissioners

(SEAL)

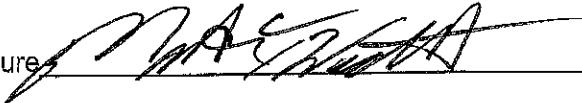


**Modulus, PLLC  
Proposal Acceptance Sheet**

Modulus Proposal No.: P817

Project: Golden Leaf Due Dilligence Services

Location: MCIP- Marshall, North Carolina

Client Signature  Date 3/14/23

Please sign above and complete the information requested below to indicate acceptance of this proposal and to authorize Modulus, PLLC to proceed with the above referenced project. By signing above Client indicates that he/she agrees to be bound by the scope of services of this proposal and the accompanying Terms and Conditions of Service.

**Invoicing Information**

Name of Client: \_\_\_\_\_

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

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

Email Address: \_\_\_\_\_

Party Responsible for Payment: \_\_\_\_\_

Responsible Party Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Modulus, PLLC  
2023 Fee Schedule**

|   |               |
|---|---------------|
| Principal Engineer / Scientist / Designer.....                        | \$165.00/hour |
| Project Engineer .....  | \$125.00/hour |
| Field Engineer.....   | \$100.00/hour |
| Engineering Technician .....  | \$75.00/hour  |
| Draftsman .....   | \$55.00/hour  |
| Secretary.....  | \$30.00/hour  |
| Mileage, Portal to Portal,.....                                       | \$0.60/mile   |
| Laboratory Testing, Rental Equipment, Supplies, and Expenditures..... | Cost + 15%    |

Charges for personnel include time associated with field visits, travel to and from site, engineering analysis, design, and report preparation. Personnel provided beyond normal business operating hours (8:00 AM to 5:00 PM) or weekends will be invoiced as overtime at the above standard rates X 1.50. Personnel provided on holidays will be invoiced at the above standard rates X 2. Charges for personnel during deposition and/or testimony will be invoiced at the above standard rates X 2.

## Modulus, PLLC TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service, including any supplements that may be agreed to in a writing signed by both parties, the Proposal Acceptance Form, and Modulus, PLLC's Fee Schedule constitute the entire agreement ("AGREEMENT") under which services are to be provided by Modulus, PLLC (including its employees, officers, successors and assigns) for "CLIENT".

### INDEPENDENT CONSULTANT STATUS

Except as may be otherwise noted herein, Modulus, PLLC shall serve as an independent professional consultant or contractor to CLIENT and shall have control over, and responsibility for, the means and methods for providing the services identified in this Agreement's Scope of Services ("Services"), including the retention of subcontractors and subconsultants. Unless expressly stated in Modulus, PLLC's Scope of Services, Modulus, PLLC shall not serve as CLIENT's agent or representative.

### STANDARD OF CARE

Modulus, PLLC shall perform the Services in a manner consistent with that level of skill and care ordinarily exercised by competent members of the same profession providing similar services in the same region, under similar conditions during the same time period. Except for representations, warranties, and guarantees expressly made in this Agreement, no other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any Modulus, PLLC report, opinion, plan or other Document of Service (as defined below), in connection with Modulus, PLLC's Services.

CLIENT understands and agrees that Modulus, PLLC's professional judgment must rely on facts learned during the performance of Services. CLIENT acknowledges that such data collection is limited to the immediate area that is sampled, tested and/or observed. Consequently, CLIENT agrees that it shall not bring a claim, based upon facts subsequently learned, regarding conditions between sampling/testing points, in areas not evaluated by Modulus, PLLC, or which were not part of the immediate area(s) evaluated by Modulus, PLLC, so long as Modulus, PLLC complied with the standard of care provided for in this Agreement.

Modulus, PLLC's professional Services shall be provided in a manner consistent with sound engineering and professional practices. If a situation arises that causes Modulus, PLLC to reasonably believe compliance with CLIENT'S wishes could result in Modulus, PLLC violating applicable laws or regulations ("Laws or Regulations"), or will expose Modulus, PLLC to claims or other charges, Modulus, PLLC shall so advise CLIENT. If CLIENT'S actions or inaction result in a violation of applicable Laws or Regulations, Modulus, PLLC shall have the right to terminate its Services in accordance with the TERMINATION provisions of this AGREEMENT.

If CLIENT decides to disregard Modulus, PLLC's recommendations with respect to complying with applicable Laws or Regulations, Modulus, PLLC shall determine if Modulus, PLLC is required to notify the appropriate public officials. CLIENT agrees that such determinations are Modulus, PLLC's sole right to make. CLIENT also agrees that Modulus, PLLC shall not bear liability for failing to report conditions to regulatory authorities that are CLIENT'S responsibility to report.

### CLIENT DISCLOSURES

As requested by Modulus, PLLC, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish Modulus, PLLC information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed beneath the Site's (as defined below) surface, where the Scope of Services requires Modulus, PLLC to penetrate the Site surface.

CLIENT shall notify Modulus, PLLC of any known, assumed, or suspected Hazardous Materials that may exist at the Site prior to Modulus, PLLC mobilizing to the Site. Hazardous materials shall be defined as any substance, waste or material that is defined or regulated as hazardous or toxic or as a pollutant or contaminant under any federal or state law.

### INFORMATION PROVIDED BY OTHERS

CLIENT waives any claim of liability against Modulus, PLLC regarding any claim for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents and other information in any form provided to Modulus, PLLC, including such information that becomes incorporated into Modulus, PLLC

Documents of Service, unless the errors, omissions, or inaccuracies were caused by Modulus, PLLC.

### CONCEALED RISKS

CLIENT acknowledges that special risks are associated with the identification of concealed conditions (i.e., subsurface conditions, conditions behind a wall, etc., that are hidden from view, are not readily apparent, or cannot be accessed for sampling/testing).

Conditions that Modulus, PLLC infers to exist between sampling/testing points may differ significantly from the conditions that exist at the sampling points. Since some conditions can change substantially over time, the CLIENT recognizes that, because of natural occurrences or human intervention at or near the Site, actual conditions discovered through sampling/testing may be subject to rapid or gradual change.

Modulus, PLLC will make reasonable efforts to anticipate and identify potential concealed conditions for exploration, sampling, or testing, however, CLIENT understands that such risks cannot be eliminated and agrees that the Scope of Services is that which CLIENT agrees suits CLIENT'S own risk tolerances. CLIENT may request Modulus, PLLC to evaluate the risks and provide a higher level of exploration to reduce such risks, if desired or appropriate.

### RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

CLIENT warrants that it possesses the authority to provide right of entry permission to the Site for the performance of Modulus, PLLC's Services. CLIENT hereby grants Modulus, PLLC and its subcontractors and/or agents, the right to enter from time to time onto the property owned by CLIENT in order for Modulus, PLLC to perform the Scope of Services.

Except where Modulus, PLLC's Scope of Services explicitly includes obtaining permits, licenses, and/or utility clearances for the performance of Modulus, PLLC's Services, CLIENT warrants that it possesses all necessary permits, licenses, and/or utility clearances for the Services to be provided by Modulus, PLLC.

Modulus, PLLC will take reasonable precautions to limit damage to the site where the Services are provided ("Site") along with all improvements at the Site ("Improvements") during the performance of Modulus, PLLC's Services. CLIENT understands that use of exploration, sampling, or testing equipment may cause some normal and customary damage, the correction and restoration of which is not part of this AGREEMENT, unless explicitly stated in Modulus, PLLC's Scope of Services, and reflected in the Professional Fees.

CLIENT agrees that it will not bring any claims for liability or for injury or loss allegedly arising from the discovery of Hazardous Materials, or suspected Hazardous Materials, or Modulus, PLLC's findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of Hazardous Materials.

### UNDERGROUND UTILITIES

In addition to CLIENT-furnished information regarding underground utilities, Modulus, PLLC shall take reasonable and locally customary precautions, possibly including contacting local public and/or private utility locating services, and/or conducting research of publically available information, to identify underground utilities, as deemed appropriate in Modulus, PLLC's professional opinion.

CLIENT recognizes that despite due care, Modulus, PLLC may be unable to identify the locations of all subsurface utility lines and man-made features, and that information obtained by Modulus, PLLC and/or Modulus, PLLC's subcontractor(s) or provide to Modulus, PLLC from any entity may contain errors or be incomplete.

CLIENT agrees that Modulus, PLLC shall not be liable for damage or injury, consequential economic damages, and/or penalties resulting from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to Modulus, PLLC's attention in writing and correctly shown on the diagram(s) furnished by CLIENT or CLIENT'S consultants, or for underground features not marked, or improperly located by governmental or quasi-governmental locators, utility owners, or private utility locating services.

#### SAMPLES

Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are the property of CLIENT. Modulus, PLLC will store samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from those samples, unless other arrangements are mutually agreed upon in writing. Samples consumed by laboratory testing procedures will not be stored as outlined above.

Unless CLIENT directs otherwise, CLIENT authorizes Modulus, PLLC to dispose of CLIENT'S nonhazardous samples and sampling or testing process byproducts in accordance with applicable Laws and Regulations.

#### ENVIRONMENTAL RISKS

All substances on, in, or under CLIENT'S Site, or obtained from CLIENT'S Site as samples or as byproducts of the sampling process, are and will remain CLIENT'S property.

When Hazardous Materials are known, assumed, or suspected to exist at the Site, Modulus, PLLC shall take appropriate precautions deemed prudent in Modulus, PLLC's sole and professional opinion to comply with applicable laws and Regulations, and to reduce the risks to Modulus, PLLC's employees, public health, safety, and welfare, and to the environment. CLIENT agrees to compensate Modulus, PLLC for such reasonable precautions, but to obtain that compensation Modulus, PLLC must notify CLIENT and obtain CLIENT'S approval of those precautions before expense is incurred.

When Hazardous Materials are known, assumed, or suspected to exist at the Site, Modulus, PLLC will handle such materials as Hazardous Materials. Modulus, PLLC or Modulus, PLLC's subcontractors will containerize and label such Materials in accordance with applicable Laws and Regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval and lawful removal, transport and disposal of such contaminated samples, and sampling process byproducts.

Unless explicitly state in Modulus, PLLC's Scope of Services, Modulus, PLLC shall not subcontract nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S request, Modulus, PLLC may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT, not Modulus, PLLC, shall make final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by Hazardous Materials contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

In those instances where Modulus, PLLC is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes, Modulus, PLLC shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary) so that Modulus, PLLC shall not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of Modulus, PLLC's services indicated herein, CLIENT agrees this risk cannot be eliminated. CLIENT will not hold Modulus, PLLC liable for such cross-contamination if Modulus, PLLC provides its Services in accordance with applicable Industry standards and the Laws and Regulations.

CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit Modulus, PLLC to render a professional opinion about the likelihood of the site having Hazardous Materials on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and Modulus, PLLC cannot know or state for an absolute fact that the Site is unaffected by Hazardous Materials. Given the foregoing, CLIENT'S acceptance of this AGREEMENT shall signify that CLIENT understands the limitations associated with Phase I ESAs.

#### OWNERSHIP OF DOCUMENTS

With the exception of the copies of the documents provided by Modulus, PLLC to the CLIENT ("Documents of Service"), all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specification, reports, or similar documents and estimates of any kind furnished by Modulus, PLLC maintained in any form deemed appropriate by Modulus, PLLC, are and remain, the property of Modulus, PLLC.

Any exploration, reconnaissance, data review, observations, testing, surveys or similar Services, analyses and recommendations associated with the Services shall be provided by Modulus, PLLC (including subcontracted Services) for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT or CLIENT'S contractors on this particular project is not permitted.

CLIENT agrees to not use Modulus, PLLC's Documents of Service for any other projects. Any reuse without Modulus, PLLC's written consent shall be at CLIENT'S sole risk and without liability to Modulus, PLLC or to Modulus, PLLC's subcontractor(s).

CLIENT agrees that Modulus, PLLC Documents of Service may not under any circumstances be altered by any party except Modulus, PLLC. CLIENT warrants that Modulus, PLLC's Documents of Service shall be used only without alteration.

Except for daily field reports and concrete test reports sent electronically by Modulus, PLLC to CLIENT and CLIENT'S designees, the following shall apply to all electronic files: Files in electronic media format of text, data, graphics, or other types that are furnished by Modulus, PLLC, for which Modulus, PLLC also furnishes hard copies, are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk to the extent that those electronic files contain errors that cause them to differ from the hard copies of the same documents. If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

#### SAFETY

CLIENT agrees that Modulus, PLLC is responsible solely for the basic safety of Modulus, PLLC's employees on the site. These responsibilities shall not be inferred by any party to mean that Modulus, PLLC has responsibility for any portion of site safety for any reason. Unless otherwise expressly agreed to in writing, Modulus, PLLC's Scope of Services excludes responsibility for any aspect of site safety other than for Modulus, PLLC's own employees, and nothing herein shall be construed to relieve CLIENT and/or its other contractors, consultants, or other parties from their responsibility for the safety of their own employees. For active construction sites, CLIENT also agrees that the General Contractor is solely responsible for site safety, and that Modulus, PLLC personnel rely on the safety measures provided by the General contractor.

In the event Modulus, PLLC expressly assumes health and safety responsibilities for toxic and other concerns specified, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as those related to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

#### CONSTRUCTION TESTING AND REMEDIATION SERVICES

CLIENT understands that construction testing and observation Services are conducted to reduce, not eliminate, the risk of problems arising during or after construction or remediation.

Monitoring and/or testing Services provided by Modulus, PLLC shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction, nor for complying with applicable Laws and Regulations.

The professional activities of Modulus, PLLC, or the presence of Modulus, PLLC employees and subcontractors, shall not be construed to imply that Modulus, PLLC has any responsibility for the means, methods, techniques, sequencing of construction, or procedures of construction selected, for safety precautions and programs incidental to the Contractor's Work. Furthermore, Modulus, PLLC does not and shall not have or accept authority to supervise, direct, control, or stop Contractor's Work.

#### CERTIFICATIONS

CLIENT may request, or governing jurisdictions may require, Modulus, PLLC to provide a "certification" regarding Service provided by Modulus, PLLC. Any "certification" required of Modulus, PLLC by the CLIENT, or Jurisdiction(s) having authority over some or all aspects of the Project, shall consist of Modulus, PLLC's inferences and professional opinions based on limited sampling, observations, tests, and/or analyses performed by Modulus, PLLC at discrete locations and times. Modulus, PLLC's "certification" shall consist of Modulus, PLLC's professional opinion of a condition's existence, but Modulus, PLLC does not guarantee that such condition exists, nor does it relieve other parties of responsibilities or obligations such parties have. CLIENT agrees to not make resolution of any dispute with Modulus, PLLC or payment of any amount due to Modulus, PLLC in any way contingent upon Modulus, PLLC signing any such "certification" documents.

#### BILLINGS AND PAYMENTS

Billings will be based on the unit rates, travel costs, and other reimbursable expenses state in the proposal.

CLIENT recognizes that time is of the essence with respect of payment of Modulus, PLLC Invoices, and that timely payment is a material part of the consideration of this AGREEMENT. Payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices shall be due and payable upon receipt.

If CLIENT disputes all or part of an Invoice, CLIENT shall provide Modulus, PLLC with written notice stating in detail the facts of the dispute within twenty-one (21) calendar days of the date that CLIENT receives the invoice and agrees to pay the undisputed amount of such invoice promptly.

Modulus, PLLC reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by Modulus, PLLC more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment will first be applied to accrued interest and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit in which Modulus, PLLC is not involved, upon CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT.

#### DEFECTS IN SERVICE

CLIENT and CLIENT'S personnel and contractors shall promptly inform Modulus, PLLC of any actual or suspected defects in Modulus, PLLC's Services, to help Modulus, PLLC take those prompt, effective measures that will help reduce or eliminate the consequences of any such defect. Corrections of defects attributable to Modulus, PLLC's Services shall be provided at no cost to CLIENT, except in the case that the deficiency is directly attributable to CLIENT-furnished information that contained material errors. CLIENTS shall compensate Modulus, PLLC for the costs of correcting such defects.

Modifications to reports, documents and plans required by CLIENT shall not be considered to be defects in Services.

#### INSURANCE

Modulus, PLLC represents that it and its subcontractors and subconsultants are protected by Workers Compensation Insurance as required by applicable law and that Modulus, PLLC at all times shall carry general liability, automobile liability, and other liability insurance covering the Services provided by Modulus, PLLC with limits as shown on the Certificate of Liability Insurance, which is incorporated by reference.

Modulus, PLLC shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in Modulus, PLLC insurance, the cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

#### LIMITATION OF LIABILITY

CLIENT AGREES TO ALLOCATE CERTAIN OF THE RISKS ASSOCIATED WITH THE PROJECT BY LIMITING Modulus, PLLC'S TOTAL LIABILITY TO CLIENT, ARISING FROM Modulus, PLLC'S PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW AS FOLLOWS.

Modulus, PLLC's liability to CLIENT shall not exceed the dollar values identified as the limits on the Certificate of Liability Insurance for Modulus, PLLC.

CLIENT agrees that Modulus, PLLC shall not be responsible for bodily injury and property damage or losses to the extent caused by acts or omissions by the CLIENT, its employees, agents, staff, consultants or subcontractors.

#### INDEMNIFICATION

To the fullest extent permitted by applicable law, Modulus, PLLC agrees, subject to the limitation of liability provision of this AGREEMENT, to indemnify, defend, and hold harmless CLIENT from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] to the extent caused by the negligent acts of the CLIENT.

It is specifically understood and agreed that in no case shall Modulus, PLLC or CLIENT be required to pay an amount of Damages disproportionate to its respective culpability, or any share of any amount levied to recognize more than actual economic damages, subject to any limitations of liability and INDEMNIFICATION provisions contained in this AGREEMENT.

If CLIENT IS A HOMEOWNER, HOMEOWNERS ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, Modulus, PLLC RECOMMENDS THAT LEGAL COUNSEL BE RETAINED BY CLIENT BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENTS RIGHTS, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.

#### CONSEQUENTIAL DAMAGES

CLIENT shall not be liable to Modulus, PLLC and Modulus, PLLC shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of the fault, or wherever committed by the CLIENT or Modulus, PLLC, their employees, consultants, agents, contractors or subcontractors, or whether such liability arises in breach of contract or warranty, tort (including negligence), Statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

Modulus, PLLC shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by Modulus, PLLC, its employees, agents, or subcontractors.

#### THIRD PARTY CLAIMS EXCLUSION

This AGREEMENT shall not create any rights or benefits to parties other than CLIENT and Modulus, PLLC. No third-party shall have the right to rely on Modulus, PLLC's opinions rendered in connection with Modulus, PLLC Services without both CLIENT'S and Modulus, PLLC's written consent and the third-party's agreement to be bound to the same terms and conditions contained in this AGREEMENT as CLIENT, and third-party's agreement that Modulus, PLLC's Scope of Services performed is adequate.

#### DISPUTE RESOLUTION

All claims, disputes or controversies ["Disputes"] arising out of, or in relation to the interpretation, application or enforcement of this AGREEMENT shall be decided as follows:

CLIENT and Modulus, PLLC agree to attend a dispute resolution meeting within fourteen (14) days of identification of a Dispute by either party. CLIENT and Modulus, PLLC agree to negotiate in good faith to resolve the Dispute.

Should negotiation fail to resolve the dispute, CLIENT and Modulus, PLLC agree to mediate their dispute via a mediator selected by either party, and acceptable

to both parties.

Should mediation fail to result in resolution of the Dispute, CLIENT AND Modulus, PLLC agree that litigation may be brought by either party.

This AGREEMENT including all matters related to performance and remediation shall be interpreted according to the substantive Laws of the state of North Carolina (but not including its choice of law rules).

#### CURING A BREACH

A party that believes the other has materially breached this AGREEMENT may issue a written termination notice to the other, identifying the cause for termination within five (5) business days of identifying such cause. Both parties shall then bargain promptly and in good faith to cure such cause. If an acceptable cure can be achieved within fourteen (14) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

Either party may waive any right provided by this AGREEMENT in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

#### TERMINATION

CLIENT or Modulus, PLLC may terminate this AGREEMENT for breach of this AGREEMENT, or for any other reasons which may arise. In the event of termination, the party effecting termination shall so notify the other party in writing, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

Irrespective of which party shall effect termination, or the cause therefore, Modulus, PLLC shall promptly render to CLIENT a final invoice and CLIENT shall compensate Modulus, PLLC for Services rendered before termination in accordance with this AGREEMENT.

#### TIME TO BAR LEGAL ACTION

Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT AND Modulus, PLLC agree that claims by either party arising out of this AGREEMENT or the Services provided hereunder shall not be initiated more than two (2) years from the time the party knew, or should have known, of the condition giving rise to its claim, and shall under no circumstances be initiated more than three (3) years from the date of substantial completion of Modulus, PLLC's Services.

#### ASSIGNMENT

Except for Services normally or customarily subcontracted by Modulus, PLLC in the performance of its Services including, but not limited to surveyors, specialized consultants, drilling and excavating subcontractors, and testing laboratories, neither the CLIENT nor Modulus, PLLC may delegate, assign, sublet or transfer its duties, responsibilities or interests in this AGREEMENT without the written consent of the other party.

#### SEVERABILITY

Any provision of this AGREEMENT later held to violate a Law or Regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and Modulus, PLLC shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of, or at least addresses, the issues covered by the original provision.

#### TITLES

The titles used in this AGREEMENT are for general reference only and are not part of the AGREEMENT.

#### SURVIVAL

All obligations arising prior to the termination of this AGREEMENT and all provision of this AGREEMENT allocating responsibility or liability between the CLIENT and Modulus, PLLC shall survive the substantial completion of Services and the termination of this AGREEMENT.

#### ENTIRE AGREEMENT

This AGREEMENT shall constitute the entire AGREEMENT between CLIENT and Modulus, PLLC concerning the subject matter. CLIENT acknowledges that all prior understandings and negotiations concerning the subject matter are superseded by this AGREEMENT. CLIENT acknowledges acceptance of these terms by submitting a CLIENT work authorization to Modulus, PLLC.

CLIENT and Modulus, PLLC agree that subsequent modification to this AGREEMENT shall not be binding unless made in writing and signed by authorized representatives of both parties.

All preprinted Terms and Conditions on CLIENT'S purchase order or Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by this AGREEMENT.

END OF TERMS AND CONDITIONS OF SERVICE.

## SITE Program – Due Diligence Certification and Signature Form

*Established in 1999, Golden LEAF was created to manage one-half of North Carolina's share of funds from the Master Settlement Agreement with tobacco companies. The Foundation supports tobacco-dependent, economically distressed and/or rural communities in North Carolina working to transition to more prosperous and stable economies. Golden LEAF has an open door policy and encourages individuals to contact the Foundation to discuss project ideas or other issues before submitting an application.*

**Project Title** Madison County Industrial Park

**Amount Requested** \$24,550

**Date Submitted** (mm/dd/yyyy) 3\15\2023

**This fully signed form is to be uploaded as a required attachment to the online, Golden LEAF SITE Program – Due Diligence application. The application is incomplete without all required attachments outlined in the application guidelines and checklist, and without signatures from two authorized officials of the applicant organization.**

**AGREEMENT and CERTIFICATION**

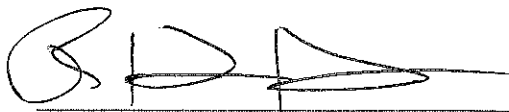
By signing below, we affirm that we are authorized representatives and have the authority to act on behalf of the organization applying for this Golden LEAF grant. We further agree and acknowledge the following: The information provided in this material is correct and complete; the funds granted by Golden LEAF will be used exclusively for charitable, scientific, educational or other tax-exempt public purposes; and, requests for funding and all supporting information submitted to Golden LEAF are subject to the Public Records Act, and therefore available for public inspection.

**For** Madison County North Carolina  
Applicant Organization

**Signature**  **Date** 3/14/2023

**Name** Matthew Wechtel  
First Middle/Initial Last

**Title** Chairman Madison County Board of Commissioners

**Signature**  **Date** 3/14/2023

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Name

**Rodney**

Honeycutt

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First

Middle/Initial

Last

Title

County Manager

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Please complete all items in the application and upload all required attachments.



## Golden LEAF SITE Program

### *Due Diligence Checklist*

For each of the items listed below, indicate the service is previously completed or if funding is requested. If the item is previously completed, please provide a copy of the report, etc. with the application. If funding is requested, please indicate the budget for the activity. This document should be uploaded as an attachment as well.

For more detail about each of these services, please see the [due diligence overview](#) or [glossary](#).

Golden LEAF will review reports and information submitted and determine if they are adequate. If Golden LEAF determines that the information is not adequate or is not responsive to these due diligence requirements, Golden LEAF may require supplemental information or may decide not to accept the report. Examples of reasons Golden LEAF may request supplemental information or may decide not to accept a report include, but are not limited to: report incomplete; report does not include all of the site under consideration; report was prepared for a party other than the applicant; report does not meet the criteria in the glossary; report is old. If you have questions about whether a report is adequate, contact Golden LEAF.

“Required for application in the SITE Program - Development phase” indicates which of the items included in this list are required to be completed for properties that plan to seek support in the development phase.

| <b>File Name</b> | <b>Eligible Services</b>                                    | <b>Required for application in the SITE Program - Development phase</b>                      | <b>Previously Completed (Y/N)</b> | <b>Funds Requested (Y/N)</b> | <b>Budget</b> |
|------------------|---|--|-----------------------------------|------------------------------|---------------|
| DV-19a           | Phase I Environmental Site Assessment                       | Y  | N                                 | Y                            | \$2,300       |
| DV-19b           | Phase II Environmental Site Assessment                      | Y<br>(if indicated by Phase I assessment; Golden LEAF funding only for publicly owned sites) | N                                 | N                            | \$0           |
| DV-19c           | Preliminary Wetlands and Stream Determination               | Y<br>(alternative: Detailed Wetland Delineation)   | N                                 | N                            | \$0           |
| DV-19c           | ALTERNATIVE: Detailed Wetland and Stream Delineation Budget | Y<br>(alternative: Preliminary Determination)  | N                                 | Y                            | \$3,800       |
| DV-19d           | Threatened and Endangered Species Report                    | Y  | N                                 | Y                            | \$1,500       |

## Golden LEAF SITE Program

### *Due Diligence Checklist*

| File Name | Eligible Services   | Required for application in the SITE Program - Development phase                        | Previously Completed (Y/N) | Funds Requested (Y/N) | Budget  |
|-----------|---|---|----------------------------|-----------------------|---------|
| DV-19e    | Initial Historical, Archaeological and Cultural Resource Review | Y   | N                          | Y                     | \$2,300 |
| DV-19f    | Detailed Archaeological Study                                   | Y<br>(if required following review; Golden LEAF funding only for publicly owned sites ) | N                          | Y                     | \$3,800 |
| DV-19g    | Boundary Survey   | N   | N                          | Y                     | \$2,000 |
| DV-19h    | Geotechnical Report   | N   | N                          | Y                     | \$6,800 |
| DV-19i    | Buildable Area Summary Map                                      | Y   | Y                          | N                     | \$0.00  |
| DV-19j    | Existing Utilities Capacity Analysis                            | Y   | N                          | Y                     | \$500   |
| DV-19k    | Water System Flow Analysis                                      | Y   | N                          | Y                     | \$750   |
| DV-19l    | Title Opinion   | Y   | N                          | Y                     | \$      |
| DV-19m    | Existing Utilities Map  | Y   | N                          | Y                     | \$800   |

**Madison County  
Board of Commissioners**

**Budget Amendment #9  
March 14, 2023**

| <b>Description</b>   | <b>Line Item</b> | <b>Debit</b> | <b>Credit</b> |
|--|------------------|--------------|---------------|
| <b>Tax Collection</b>  |                  |              |               |
| 2016 Ad Valorem Taxes  | 10.3100.2016     |              | \$ 3,197.00   |
| 2017 Ad Valorem Taxes  | 10.3100.2017     |              | \$ 3,437.00   |
| Late Listing   | 10.3100.1800     |              | \$ 2,200.00   |
| Interest   | 10.3100.1700     |              | \$ 41,000.00  |
| Sale of Tax Maps   | 10.3100.6000     |              | \$ 270.00     |
| Attorney/ Foreclosure Fee  | 10.3100.7000     |              | \$ 1,235.00   |
| Foreclosure Fees   | 10.4140.1995     | \$ 1,235.00  |               |
| to adjust to actual  |                  |              |               |
| <b>Health Dept</b>   |                  |              |               |
| AA466 Advancing Equity   | 10.5110.5466     | \$ 33,909.00 |               |
| AA543 ELC  | 10.3513.5430     |              | \$ 50,000.00  |
| AA543 ELC  | 10.5110.5430     | \$ 50,000.00 |               |
| State TB   | 10.3513.3330     |              | \$ 2,035.00   |
| Misc Income  | 10.3513.1100     |              | \$ 102.54     |
| Misc Supplies  | 10.5110.2290     | \$ 102.54    |               |
| State BCCCP  | 10.3513.3450     |              | \$ 13,000.00  |
| Professional Services  | 10.5110.1930     | \$ 10,892.00 |               |
| Lab Supplies   | 10.5110.6220     | \$ 748.00    |               |
| Misc Supplies  | 10.5110.2990     | \$ 1,360.00  |               |
| Record additional revenue for programs/ Grant at Health Department |                  |              |               |
| <b>Library</b>   |                  |              |               |
| Friends of Library   | 10.3611.4420     |              | \$ 1,234.14   |
| Donations  | 10.3611.4116     |              | \$ 4,186.96   |
| Capital Equipment  | 10.6110.5100     | \$ 4,186.96  |               |
| Children's Programming   | 10.6110.5801     | \$ 563.01    |               |
| Misc Supplies  | 10.6110.2990     | \$ 340.43    |               |
| Professional Services  | 10.6110.1990     | \$ 330.80    |               |
| Donations  |                  |              |               |
| <b>Transportation</b>  |                  |              |               |
| Medicaid   | 10.3452.5310     |              | \$ 11,828.26  |
| Capital  | 10.4522.5110     | \$ 11,828.26 |               |
| Repair and Maintenance   | 10.4522.3530     |              | \$ 22,500.00  |
| Salaries   | 10.4522.1210     | \$ 15,000.00 |               |

|               |              |    |            |               |
|---------------|--------------|----|------------|---------------|
| FICA          | 10.4522.1810 | \$ | 2,500.00   |               |
| Retirement    | 10.4522.1820 | \$ | 5,000.00   |               |
| Cares Funding | 10.3452.8700 |    |            | \$ 107,206.00 |
| Cares Funding | 10.4522.5110 | \$ | 107,206.00 |               |

Recording grant, salary increase and equipment for additional medicaid trips

**Sheriff's Office**

|                               |              |    |           |              |
|-------------------------------|--------------|----|-----------|--------------|
| Salaries                      | 10.4310.1210 | \$ | 1,155.82  |              |
| Overtime Salary               | 10.4310.1300 |    |           | \$ 1,155.82  |
| Fingerprints                  | 10.3431.2600 |    |           | \$ 5,200.00  |
| Housing Inmates               | 10.3431.3000 |    |           | \$ 16,230.00 |
| Unemployment Insurance        | 10.4310.1850 |    |           | \$ 20,516.00 |
| Vehicle Parts                 | 10.4310.2530 | \$ | 16,000.00 |              |
| Travel Subsistence            | 10.4310.3120 | \$ | 2,000.00  |              |
| Guns and Ammunition           | 10.4310.3521 | \$ | 5,000.00  |              |
| Capital Outlay                | 10.4310.5130 | \$ | 18,946.00 |              |
| Sheriff's Scif Directed Grant | 39.2990.0000 |    |           | \$ 6,970.89  |
| Sheriff's Scif Directed Grant | 39.5211.5000 | \$ | 6,970.89  |              |

Moving from budgeted overtime to salary line, increase due to increase in state housing

**Register of Deeds**

|                   |              |    |          |             |
|-------------------|--------------|----|----------|-------------|
| Capital Equipment | 10.4180.5100 | \$ | 2,166.00 |             |
| RD Grant          | 10.3418.4200 |    |          | \$ 2,166.00 |

Securing of additional grant funds.

**Parks and Recreation**

|                       |              |    |           |  |
|-----------------------|--------------|----|-----------|--|
| Professional Services | 10.6130.1990 | \$ | 38,400.00 |  |
|-----------------------|--------------|----|-----------|--|

Increase amount to reflect actual and increase

**Education**

|                      |              |    |          |  |
|----------------------|--------------|----|----------|--|
| Forest Service Funds | 10.5911.6700 | \$ | 9,603.00 |  |
|----------------------|--------------|----|----------|--|

Revenue already recorded

**Finance**

|                 |              |    |          |              |
|-----------------|--------------|----|----------|--------------|
| Interest        | 10.3831.4910 |    |          | \$ 63,705.00 |
| Vehicle Repairs | 10.4130.3530 | \$ | 2,000.00 |              |

**Governing Body**

|                              |              |    |              |                 |
|------------------------------|--------------|----|--------------|-----------------|
| Opioid Funding Substance Use | 10.5211.3000 | \$ | 1,500,000.00 |                 |
| Opioid Funding Substance Use | 10.3511.3000 |    |              | \$ 1,500,000.00 |
| Surplus Property Expense     | 10.5211.8800 | \$ | 1,877.00     |                 |
| Franchise and Utility Tax    | 10.3232.3120 |    |              | \$ 6,770.00     |
| Employee Recognition         | 10.4110.6950 |    |              | \$ 2,000.00     |
| Misc Services                | 10.4110.3990 | \$ | 11,000.00    |                 |

Record additions to lines. Increase for Goldenleaf obligation

**Cooperative Extention Office**

|                            |              |    |          |
|----------------------------|--------------|----|----------|
| Professional Services      | 10.4950.1990 | \$ | 5,258.54 |
| Adjust for 3% pay increase |              |    |          |

**Emergency Management**

|            |              |    |          |
|------------|--------------|----|----------|
| Salaries   | 10.4330.1210 | \$ | 6,200.00 |
| FICA       | 10.4330.1810 | \$ | 475.00   |
| Retirement | 10.4330.1820 | \$ | 755.00   |

**Inmate Trust Fund**

|                 |              |    |           |           |
|-----------------|--------------|----|-----------|-----------|
| Inmate Deposits | 14.3836.1100 |    | \$        | 90,000.00 |
| Inmate Expenses | 14.4310.1100 | \$ | 90,000.00 |           |

**Sales Tax**

|                    |              |  |  |             |
|--------------------|--------------|--|--|-------------|
| 1/4 cent sales tax | 10.3232.3115 |  |  | \$47,041.67 |
|--------------------|--------------|--|--|-------------|

## Education/Schools

|                    |              |  |             |  |
|--------------------|--------------|--|-------------|--|
| 1/4 cent sales tax | 10.5911.7200 |  | \$47,041.67 |  |
|--------------------|--------------|--|-------------|--|

**Contingency**

|  |              |    |           |  |
|--|--------------|----|-----------|--|
|  | 10.7000.0000 | \$ | 15,136.36 |  |
|--|--------------|----|-----------|--|

We are at 66.64% of the FY23 budget.

Bank balances at February 28, 2023 are as follows:

|                           | Unrestricted     | Restricted      |
|---------------------------|------------------|-----------------|
| General Fund              | \$ 4,098,214.72  |                 |
| Debt Service Fund         | \$ 48,558.04     |                 |
| Capital Outlay Fund       | \$ 326,265.16    |                 |
| Capital Management        | \$ 18,980,848.43 |                 |
| Occupancy Tax Fund        |                  | \$ 144,902.55   |
| Revaluation Fund          |                  | \$ 824,658.30   |
| Tourism Development       |                  | \$ 1,710,631.81 |
| Automation Fund           |                  | \$ 154,651.84   |
| Drug Seizure Fund         |                  | \$ 6,563.35     |
| Inmate Trust Fund         |                  | \$ 22,680.40    |
| Soil & Water Conservation |                  | \$ 56,677.28    |
| Opioid Settlement         |                  | \$ 198,532.23   |
| Courthouse SCIF Grant GPO |                  | \$ 3,796,123.23 |
| Arpa Cash Management Fund |                  | \$ 3,722,827.05 |

|                        |                  |                  |
|------------------------|------------------|------------------|
| Total of All Accounts: | \$ 23,453,886.35 | \$ 10,638,248.04 |
|------------------------|------------------|------------------|

|                                      |                   |                   |
|--------------------------------------|-------------------|-------------------|
| New Jail Loan                        | \$ -              | (Due In February) |
| School Debt Service                  | \$ -              | (Due In February) |
| 40-42 Set Aside for Schools          | \$ (1,475,799.48) |                   |
| Unspent Grant/Restricted Proceeds    | \$ (1,018,603.45) |                   |
| Adoption Promotion Fund              | \$ (102,844.87)   |                   |
| Encumbered Amounts                   | \$ (2,653,957.50) |                   |
| 911 Funds                            | \$ (506,370.24)   |                   |
| Goldenleaf Funds                     | \$ (83,900.00)    |                   |
| Arpa Funds                           | \$ (2,162,827.00) |                   |
| Total assigned and restricted Bank B | \$ (8,004,302.54) |                   |

|                                    | General         | Landfill      |
|------------------------------------|-----------------|---------------|
| Unassigned and Unrestricted totals | \$ 4,811,335.77 | \$ 862,576.35 |

SUMMARIES:

Percentage of budget at February 28, 2023 is:

|              |                 |                  |  |
|--------------|-----------------|------------------|--|
| All Funds:   |                 | YTD              |  |
| Revenues     | \$ 1,761,902.73 | \$ 26,167,323.43 |  |
| Expenditures | \$ 2,174,796.33 | \$ 18,775,513.18 |  |

|                       |                 |                  |                 |            |                    |
|-----------------------|-----------------|------------------|-----------------|------------|--------------------|
| General Fund          | MTD             | YTD              | Encumbered      | % OF BUDGE | Year to Date 02/22 |
| Revenues to Date:     | \$ 1,607,248.35 | \$ 23,481,509.03 |                 | 74.35      | \$ 23,905,945.40   |
| Expenditures to Date: | \$ 1,986,211.74 | \$ 17,129,636.05 | \$ 2,305,036.50 | 53.63      | \$ 16,098,778.68   |
| Gain/Loss to Date:    | \$ (378,963.39) | \$ 6,351,872.98  |                 |            | \$ 7,807,166.72    |

Contingency

|                       |                |                 |               |            |                    |
|-----------------------|----------------|-----------------|---------------|------------|--------------------|
| Landfill              | MTD            | YTD             | Encumbered    | % OF BUDGE | Year to Date 02/22 |
| Revenues to Date:     | \$ 136,410.76  | \$ 2,607,848.39 |               | 103.30     | \$ 2,462,223.88    |
| Expenditures to Date: | \$ 170,340.97  | \$ 1,541,894.28 | \$ 348,921.00 | 61.08      | \$ 1,499,631.85    |
| Gain/Loss to Date:    | \$ (33,930.21) | \$ 1,065,954.11 |               |            |                    |

Contingency

|                                  |               |                |  |            |                    |
|----------------------------------|---------------|----------------|--|------------|--------------------|
| 911 Emergency Telephone Services | MTD           | YTD            |  | % OF BUDGE | Year to Date 02/22 |
| Revenues                         | \$ 9,462.02   | \$ 77,966.01   |  | 63.13      | \$ 94,308.07       |
| Expenditures                     | \$ 18,243.62  | \$ 103,982.85  |  | 41.47      | \$ 63,039.87       |
| Gain/Loss                        | \$ (8,781.60) | \$ (26,016.84) |  |            | \$ 31,268.20       |

Contingency \$-

## GENERAL FUND:

| DEPARTMENT                           | MTD           | YTD              | % OF BUDGE | Year to Date 02/22 |
|--------------------------------------|---------------|------------------|------------|--------------------|
| Vehicle Tax                          | \$ 102,684.21 | \$ 806,968.84    | 71.81      | \$ 629,018.33      |
| Overages/Underages                   |               |                  |            |                    |
| Ad Valorem Tax Interest              | \$ 23,810.18  | \$ 202,695.07    | 135.13     | \$ 147,226.10      |
| Late Listing Fee                     | \$ 2,220.51   | \$ 18,676.45     | 124.51     | \$ 15,604.00       |
| Legal Fees                           |               |                  |            |                    |
| 2011 Ad Valorem Tax                  | \$ 5.99       | \$ 2,806.26      | 111.64     | \$ 4,349.10        |
| 2012 Ad Valorem Tax                  | \$ 31.67      | \$ 6,242.99      | 104.05     | \$ 5,749.37        |
| 2013 Ad Valorem Tax                  | \$ 183.95     | \$ 7,046.73      | 88.08      | \$ 8,045.66        |
| 2014 Ad Valorem Tax                  | \$ 277.99     | \$ 8,754.75      | 109.43     | \$ 7,378.91        |
| 2015 Ad Valorem Tax                  | \$ 319.05     | \$ 9,916.69      | 110.19     | \$ 7,778.89        |
| 2016 Ad Valorem Tax                  | \$ 1,704.70   | \$ 16,349.09     | 128.93     | \$ 14,345.55       |
| 2017 Ad Valorem Tax                  | \$ 1,468.44   | \$ 26,392.49     | 119.97     | \$ 28,208.67       |
| 2018 Ad Valorem Tax                  | \$ 2,548.96   | \$ 45,546.66     | 107.42     | \$ 40,343.07       |
| 2019 Ad Valorem Tax                  | \$ 4,781.48   | \$ 62,658.05     | 83.54      | \$ 70,566.02       |
| 2020 Ad Valorem                      | \$ 6,912.37   | \$ 86,788.50     | 86.79      | \$ 194,343.11      |
| 2021 Ad Valorem                      | \$ 14,550.95  | \$ 181,350.94    | 95.45      | \$ 11,594,175.78   |
| 2022 Ad Valorem                      | \$ 289,821.57 | \$ 12,085,618.83 | 97.11      |                    |
| Collection Fees: Marshall            |               |                  |            |                    |
| Collection Fees: Mars Hill           |               |                  |            |                    |
| Collection Fees: Hot Springs         |               |                  |            |                    |
| Sale of Tax Maps                     |               | \$ 267.50        |            | \$ 391.50          |
| Tax Office Copies                    |               |                  |            |                    |
| Returned Check                       | \$ 261.75     | \$ 2,514.67      |            | \$ 25.00           |
| Refunds/Overpayment of Taxes         |               | \$ 27,458.28     |            |                    |
| Contra: Returned Check               |               |                  |            |                    |
| Sale of Foreclosed Property          |               | \$ 2,777.00      |            |                    |
| Contra: Foreclosed Property Expenses |               |                  |            |                    |
| Sales Tax/Video Programming          |               |                  |            |                    |
| Sales Tax                            | \$ 560,847.23 | \$ 3,625,335.89  | 68.34      | \$ 2,671,507.75    |
| Gas Tax Refund/State                 |               | \$ 11,066.84     | 44.27      | \$ 7,034.44        |
| Payment In Lieu of Taxes             |               | \$ 6,141.85      | 122.84     |                    |
| Forest Service Timber Sales          |               |                  |            |                    |
| Clerk of Court                       | \$ 13,923.42  | \$ 46,756.61     | 64.94      | \$ 45,512.68       |
| Board of Elections                   |               |                  |            |                    |
| Register of Deeds                    | \$ 24,375.85  | \$ 324,214.75    | 79.86      | \$ 444,321.15      |
| Sheriff's Department                 | \$ 137,408.19 | \$ 1,204,084.78  | 59.59      | \$ 1,053,682.88    |
| Emergency Management                 |               | \$ 20,625.00     | 97.95      | \$ 21,496.05       |
| Inspections                          | \$ 3,123.28   | \$ 211,810.23    | 104.68     | \$ 180,539.36      |
| Animal Control                       | \$ 150.00     | \$ 6,897.33      | 37.28      | \$ 25,252.00       |
| Transportation                       | \$ 36,605.76  | \$ 307,648.80    | 58.51      | \$ 237,816.90      |
| Cooperative Extension Service        |               |                  |            |                    |
| Soil & Water Conservation            |               |                  |            |                    |
| Grant Revenues/JCPC/DJJDP            | \$ 8,035.00   | \$ 355,091.32    | 35.07      | \$ 239,685.00      |



| DEPARTMENT                    | MTD             | YTD              | % OF BUDGE | Year to Date 02/22 |
|-------------------------------|-----------------|------------------|------------|--------------------|
| Health Department             | \$ 102,085.98   | \$ 1,386,105.02  | 52.36      | \$ 1,943,594.00    |
| Medicaid Hold Harmless Tax    |                 | \$ 20,440.87     |            | \$ 86,912.75       |
| Social Services               | \$ 153,789.61   | \$ 1,110,921.01  | 43.73      | \$ 1,250,037.75    |
| AFDC                          |                 |                  |            |                    |
| Foster Care                   |                 | \$ 136,175.71    | 19.66      | \$ 208,313.04      |
| Medicaid                      |                 |                  |            | \$ 370.00          |
| Adoption                      |                 | \$ 1,500.00      | 0.73       | \$ 1,500.00        |
| Chlld Support Enforcement     | \$ 8,228.59     | \$ 44,903.70     | 43.65      | \$ 42,814.80       |
| In Home Aides                 | \$ 2,532.33     | \$ 24,830.75     | 32.25      | \$ 28,167.03       |
| Beech Glen Center             | \$ 608.00       | \$ 5,718.00      | 114.36     | \$ 4,577.00        |
| Nutrition                     | \$ 15,129.50    | \$ 93,728.54     | 50.35      | \$ 89,207.99       |
| State Lottery Funds/Education |                 |                  |            |                    |
| Library                       | \$ 13,107.10    | \$ 148,622.98    | 76.55      | \$ 64,474.82       |
| Parks & Recreation            |                 | \$ 6,250.00      | 51.82      | \$ 64,831.00       |
| Interest Earned               | \$ 63,704.04    | \$ 345,200.47    | 333.51     | \$ 1,362.13        |
| Rent of County Property       | \$ 3,327.50     | \$ 29,620.00     | 45.06      | \$ 36,280.00       |
| Finance/Other                 |                 | \$ 14,732.76     | 73.66      | \$ 15,194.54       |
| Miscellaneous Income          |                 | \$ 72,565.24     | 103.75     | \$ 2,185,991.93    |
| Fund Transfer In              |                 |                  |            |                    |
| Totals                        | \$ 1,607,248.35 | \$ 23,481,509.03 | 74.35      | \$ 23,905,945.40   |

#### GENERAL FUND EXPENDITURES

| DEPARTMENT                    | MTD           | YTD             | Encumbered    | % OF BUDGE | Year to Date 02/22 |
|-------------------------------|---------------|-----------------|---------------|------------|--------------------|
| Governing Body                | \$ 9,515.90   | \$ 91,868.13    | \$ 4,495.00   | 42.16      | \$ 68,086.00       |
| Finance Office                | \$ 39,167.08  | \$ 413,620.65   |               | 50.78      | \$ 355,718.84      |
| Tax Collector                 | \$ 19,526.53  | \$ 164,250.78   |               | 50.97      | \$ 197,625.53      |
| Tax Supervisor                | \$ 15,569.41  | \$ 123,335.50   |               | 47.53      | \$ 141,326.22      |
| Land Records                  | \$ 6,241.40   | \$ 52,077.18    |               | 53.15      | \$ 52,993.00       |
| Professional Services         |               | \$ 21,600.00    |               | 33.23      | \$ 19,725.00       |
| Court Facilities              | \$ 262.50     | \$ 6,329.90     |               | 16.20      | \$ 15,494.47       |
| Board of Elections            | \$ 8,096.83   | \$ 166,859.10   |               | 47.76      | \$ 126,795.23      |
| Register of Deeds             | \$ 30,645.10  | \$ 241,542.85   | \$ 6,808.50   | 69.04      | \$ 277,069.02      |
| Register of Deeds- Automation | \$ 334.89     | \$ 12,674.12    |               | 105.62     | \$ 14,979.98       |
| Custodial                     | \$ 5,476.36   | \$ 47,659.57    |               | 50.91      | \$ 40,843.60       |
| Maintenance                   | \$ 41,637.71  | \$ 395,366.68   | \$ 22,376.00  | 34.25      | \$ 27,538.27       |
| Sheriff's Department          | \$ 360,614.87 | \$ 2,765,429.19 | \$ 5,123.00   | 57.89      | \$ 2,862,644.54    |
| Emergency Management          | \$ 8,860.43   | \$ 75,193.88    | \$ 26,127.00  | 49.98      | \$ 78,418.21       |
| 911 Dispatchers               | \$ 53,551.33  | \$ 508,013.24   | \$ 4,269.00   | 65.52      | \$ 435,906.21      |
| Fire Contract/Forest Service  | \$ 5,316.71   | \$ 45,921.54    |               | 43.53      | \$ 49,467.52       |
| Inspections                   | \$ 18,242.25  | \$ 224,568.54   |               | 48.33      | \$ 218,725.53      |
| Economic Development          | \$ 7,804.55   | \$ 72,928.40    |               | 27.75      | \$ 45,137.79       |
| Medical Examiner              | \$ 600.00     | \$ 7,500.00     |               | 60.00      | \$ 8,250.00        |
| Ambulance Service Contract    | \$ 142,916.67 | \$ 1,143,333.36 | \$ 571,667.00 | 66.38      | \$ 1,143,333.36    |
| Animal Control                | \$ 20,659.66  | \$ 185,009.35   | \$ 36,176.00  | 46.96      | \$ 182,706.39      |
| Transportation - Admin        | \$ 10,094.44  | \$ 83,732.58    |               | 65.33      | \$ 81,822.22       |

| DEPARTMENT                           | MTD                    | YTD                     | Encumbered             | % OF BUDGE   | Year to Date 02/22      |
|--------------------------------------|------------------------|-------------------------|------------------------|--------------|-------------------------|
| Transportation - Operating           | \$ 34,503.95           | \$ 295,414.41           | \$ 7,495.00            | 53.64        | \$ 258,538.83           |
| Transportation - Capital Outlay      |                        | \$ 85,300.00            |                        | 54.39        | \$ 57,591.00            |
| Transportation - EDTAP               |                        | \$ 435.15               |                        | 21.76        | \$ 339.30               |
| Planning & Development               | \$ 48.94               | \$ 79,446.92            |                        | 28.13        | \$ 75,562.43            |
| Information Technology               | \$ 24,479.97           | \$ 193,908.13           | \$ 5,610.00            | 66.22        | \$ 155,785.88           |
| Cooperative Extension                | \$ 29,548.43           | \$ 177,072.18           |                        | 52.73        | \$ 182,402.47           |
| Soil & Water                         | \$ 9,688.51            | \$ 83,687.38            |                        | 48.58        | \$ 88,676.57            |
| Health Department                    | \$ 265,271.14          | \$ 2,176,826.36         | \$ 208,409.00          | 56.38        | \$ 2,172,804.15         |
| Drug Free Community                  | \$ 9,855.64            | \$ 74,639.68            | \$ 2,125.00            | 59.61        | \$ 58,510.21            |
| Management Admin.                    | \$ 12,788.05           | \$ 231,114.74           |                        | 25.95        | \$ 216,656.25           |
| Social Services                      | \$ 209,419.81          | \$ 1,567,066.99         |                        | 47.90        | \$ 1,698,755.79         |
| AFDC                                 | \$ 499.74              | \$ 1,643.53             |                        | 20.54        | \$ 612.27               |
| Special Assistance                   | \$ 6,427.50            | \$ 53,723.50            |                        | 48.84        | \$ 56,531.61            |
| State Foster Care                    | \$ 15,546.91           | \$ 94,985.09            |                        | 13.57        | \$ 121,779.79           |
| Foster Care Program                  | \$ 8,690.00            | \$ 76,422.24            |                        | 18.64        | \$ 168,525.78           |
| Medical Assistance Program           | \$ -                   | \$ 20.00                |                        | 4.00         |                         |
| Adoption Assistance                  | \$ 25,061.38           | \$ 132,798.82           |                        | 47.69        | \$ 73,909.93            |
| Crisis Intervention                  | \$ 6,294.23            | \$ 117,791.50           |                        | 50.39        | \$ 158,965.22           |
| Child Support                        | \$ 7,619.51            | \$ 56,256.76            | \$ 16,400.00           | 41.60        | \$ 65,318.24            |
| In Home Aides                        | \$ 4,307.13            | \$ 69,851.62            |                        | 38.49        | \$ 53,489.92            |
| Nutrition                            | \$ 42,233.42           | \$ 355,188.46           |                        | 50.57        | \$ 353,405.02           |
| Education                            | \$ 379,847.34          | \$ 3,798,738.57         | \$ 1,146,248.00        | 75.07        | \$ 2,944,672.26         |
| A-B Technical College                | \$ 9,542.00            | \$ 76,336.00            | \$ 38,168.00           | 66.67        | \$ 79,336.00            |
| Bank Charges                         | \$ 1,728.89            | \$ 12,306.31            |                        | 68.37        | \$ 9,694.87             |
| Library                              | \$ 55,016.51           | \$ 407,304.98           | \$ 208,035.00          | 56.76        | \$ 352,195.02           |
| Parks & Recreation                   | \$ 12,952.38           | \$ 117,455.80           |                        | 66.21        | \$ 106,892.07           |
| Debt Services                        |                        |                         |                        |              |                         |
| Debt Services Interest               |                        |                         |                        |              |                         |
| Fund Transfer In/ Landfill & Library |                        |                         |                        |              |                         |
| Fund Transfer Out/Revaluation        |                        |                         |                        |              |                         |
| <b>TOTALS</b>                        | <b>\$ 1,986,211.74</b> | <b>\$ 17,129,636.05</b> | <b>\$ 2,305,036.50</b> | <b>53.63</b> | <b>\$ 16,098,778.68</b> |

LANDFILL FUND

| REVENUES                          | MTD           | YTD             | % OF BUDGE Year to Date 02/22 |                 |
|-----------------------------------|---------------|-----------------|-------------------------------|-----------------|
| Transfer From Fund Balance        |               |                 |                               |                 |
| Landfill Miscellaneous Fees       |               | \$ 19.00        |                               |                 |
| Returned Check Fees               |               |                 |                               |                 |
| Surplus Property Proceeds         |               |                 |                               |                 |
| State Tire Disposal Fee           | \$ 10,696.33  | \$ 20,854.33    | 115.86                        | \$ 17,750.81    |
| Local Tire Disposal Fee           | \$ 139.75     | \$ 2,347.38     | 234.74                        | \$ 1,133.50     |
| White Goods Tax                   |               | \$ 555.20       | 219.96                        |                 |
| Sale of White Goods               | \$ 2,794.40   | \$ 11,747.30    | 65.26                         | \$ 29,630.50    |
| Household Hazardous Waste         |               | \$ 681.00       | 48.64                         |                 |
| Temporary Disposal Cards          | \$ 14,610.00  | \$ 55,271.35    | 172.72                        | \$ 50,847.82    |
| Duplicate Disposal Cards          | \$ 520.00     | \$ 22,631.23    | 91.99                         | \$ 87,165.35    |
| Landfill Disposal Cost Fees       | \$ 13,342.68  | \$ 99,509.67    | 79.61                         | \$ 100,538.30   |
| Landfill Sale of Recyclables      | \$ 3,061.60   | \$ 35,574.24    | 84.70                         | \$ 66,858.63    |
| Nuisance Tires                    |               |                 |                               |                 |
| Disposal Cards                    | \$ 81,965.96  | \$ 2,309,687.58 | 104.78                        | \$ 2,053,684.05 |
| Construction Demolition           | \$ 3,854.93   | \$ 35,321.96    | 92.25                         | \$ 24,836.73    |
| Solid Waste Disposal Distribution | \$ 5,425.11   | \$ 9,943.65     | 99.44                         | \$ 13,688.06    |
| Grant/State                       |               |                 |                               |                 |
| Electronics Management            |               | \$ 643.00       | 9.34                          |                 |
| Electronics (County)              |               |                 |                               |                 |
| Interest                          |               |                 |                               |                 |
| Totals                            | \$ 136,410.76 | \$ 2,607,848.39 | 103.30                        | \$ 2,462,223.88 |

| EXPENSES:            | MTD           | YTD             | Encumbered    | % OF BUDGE Year to Date 02/22 |                 |
|----------------------|---------------|-----------------|---------------|-------------------------------|-----------------|
| Landfill             | \$ 154,386.09 | \$ 1,375,290.24 | \$ 337,885.00 | 61.90                         | \$ 1,353,639.69 |
| Recycling            | \$ 14,665.17  | \$ 149,121.35   | \$ 1,223.00   | 55.26                         | \$ 126,930.28   |
| Scrap Tires          |               | \$ 16,192.98    | \$ 9,813.00   | 61.11                         | \$ 19,061.88    |
| White Goods          | \$ 1,289.71   | \$ 1,289.71     |               | 20.47                         |                 |
| Closure/Post Closure |               |                 |               |                               |                 |
| Totals               | \$ 170,340.97 | \$ 1,541,894.28 | \$ 348,921.00 | 61.08                         | \$ 1,499,631.85 |

**RESOLUTION BY THE COUNTY OF MADISON  
AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS AND APPROVING THE  
SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS BETWEEN THE STATE OF  
NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE  
SETTLEMENT OF OPIOID LITIGATION**

**WHEREAS**, the opioid overdose epidemic had taken the lives of more than 32,000 North Carolinians (2000-2021);

**WHEREAS**, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

**WHEREAS**, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

**WHEREAS**, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

**WHEREAS**, settlements have been reached in litigation against Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the these Settlements; and

**WHEREAS**, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Supplemental Agreement for Additional Funds (SAAF) to provide for the equitable distribution of the proceeds of these settlements; and

**WHEREAS**, by joining the settlements and approving the SAAF, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

**WHEREAS**, it is advantageous to all North Carolinians for local governments, including Madison County and its residents, to sign onto the settlements and SAAF and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the state and Madison County to help abate the harm; and

**WHEREAS**, the SAAF directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

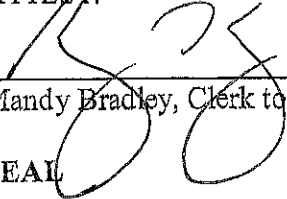
**NOW, THEREFORE BE IT RESOLVED**, that the Board of Commissioners of Madison County hereby authorizes the County Attorney to execute all documents necessary to enter into opioid

settlement agreements with Walmart, Walgreens, CVS, Allergan, and Teva, to execute the SAAF, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the 14 day of March, 2023.

  
\_\_\_\_\_  
Matt Wechtel, Chair  
Madison County Board of Commissioners

ATTEST:

  
\_\_\_\_\_  
Mandy Bradley, Clerk to the Board

SEAL

## Madison County Public Safety Board

### Article 1 – Name and Purpose

This organization shall be called **The Madison County Public Safety Board**.

The Board's purpose is to outline the objectives and tasks involved in executing and standardizing county public safety systems and procedures. Results and recommendations will be based on best practices, industry standards, and local requirements. Reviewing the public safety systems and processes will provide valuable insights and recommendations for improving the community's safety. The Public Safety Board is committed to conducting an impartial and thorough review to ensure that the community can access practical, efficient, and adequate public safety services. To this end, the Board shall:

1. Provide recommendations for enhancing the overall public safety of the community.
2. Evaluate current public safety systems and procedures.
3. Evaluate budget and spending plans.
4. Ensure compliance with legal and regulatory requirements.
5. Ensure the community has access to effective, efficient, and adequate safety services.
6. Review existing systems and procedures, including policies, protocols, and equipment.
7. Survey to gather input and feedback on the public safety systems and processes.
8. Review and analyze data on public safety incidents and outcomes.
9. Consult with public safety experts to collect best practices and industry standards.
10. Prepare and present reports summarizing findings and recommendations.

### Article 2 – Members

#### Section 1

The Board consist of 11 voting and welcomes attendees (non-voting) members.

#### **Voting Members**

1. County Commissioner
2. Sheriff or designee
3. Madison County Firefighters Association  
President or designee
4. EM Director (Chair)
5. Emergency Services Director
6. Town of Hot Springs representative
7. Town of Marshall representative
8. Town of Mars Hill representative
9. E-911 Director
10. E-911 Tele-Communicator
11. County Manager

#### **Attendees (non-voting):**

- Law Enforcement Officers
- Fire Department Personnel
- EMS Personnel
- Public Safety Professionals
- Madison County Schools  
representatives
- Local Business owners
- County Manager
- County Finance Director

## Section 2

Members shall serve without compensation for their services.

## Section 3

The County Emergency Management Director is the board chair with the vice chair appointed from one of the voting members by the voting members.

## Section 4

Voting members serve as required by the organization represented.

## Section 5

Voting members will appoint a secretary to capture and publish minutes.

## Section 6

No member of the Board shall be financially vested, directly or indirectly, in any contract, sale, or transaction to which the County is a party and which comes before the Board for approval or any action pertaining to County Public Safety matters.

## Section 7

Solicitation of products or political activities is prohibited while engaged in Board related activities.

## Section 8

The Madison County Board of Commissioners will appoint municipality representation for a two year duration.

## **Article 3 - Meetings**

### Section 1

The public safety board will convene at least quarterly with regular meetings on the last Thursday of March, June, September, and December at 1 PM in the Madison County Sheriff's Office Conference Room.

### Section 2

All meetings shall be open to the public per the Open Meeting Statutes.

## **Article 4 - Deliverables**

### Section 1

The Public Safety Board provides a quarterly written comprehensive report summarizing findings and recommendations. The County Manager is responsible for disseminating the quarterly report.

### Section 2

The Public Safety Board presents an annual update to the Madison County Board of Commissioners. The Madison County, Public Safety Board Chairman, is responsible for delivering the annual report in conjunction with the April Public Safety Telecommunications Week.



**RESOLUTION BY GOVERNING BODY OF RECIPIENT**

**WHEREAS**, Madison County has received a funding earmark for the American Rescue Plan (ARP) funds from the State Fiscal Recovery Fund established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

**WHEREAS**, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$12,000,000.00 (twelve million dollars) to perform work detailed in the submitted application, and

**WHEREAS**, Madison County intends to perform said project in accordance with the agreed scope of work,

**NOW, THEREFORE, BE IT RESOLVED BY THE MADISON COUNTY BOARD OF COMMISSIONERS:**

That Madison County does hereby accept the American Rescue Plan Grant offer of \$12,000,000.00 (twelve million dollars).

That Madison County does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Rod Honeycutt, County Manager and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the (date adopted) at Marshall, North Carolina.

  
(Signature of Chairman of the Board)

3/14/23  
Date

**AGREEMENT FOR ENGINEERING SERVICES**

This **AGREEMENT FOR ENGINEERING SERVICES** dated the 23rd day of February 2023, is made and entered into by and between Madison County (OWNER) and McGill Associates, PA (ENGINEER).

WHEREAS, the OWNER has secured funding for the construction of a potable water line, three water storage tanks, water booster pump station (s) and other appurtenances along Highway 213 to connect the Town of Marshall and Town of Mars Hill water systems and proposes to do certain work toward the accomplishment of the project entitled **Highway 213 Water System Improvements** funded by a special earmark utilizing ARPA funding from the North Carolina Division of Water Infrastructure (DWI) as generally described in Attachment A, and

WHEREAS, the ENGINEER desires to provide professional engineering services as required to complete the project in accordance with this agreement.

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

**SECTION 1 – GENERAL SERVICES**

- 1.1 The ENGINEER shall, as directed by the OWNER, provide professional engineering services for the OWNER in all phases of the project; serve as OWNER's professional engineering representative for the project; and shall give professional consultation and advice to OWNER during the performance of the services hereunder.
- 1.2 The ENGINEER shall provide necessary personnel required in performing the project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All services rendered hereunder shall be performed by the ENGINEER or under his supervision and all personnel engaged in the project shall be fully qualified under North Carolina law to perform such services.
- 1.3 The ENGINEER shall assist in the pursuit of obtaining approvals and permits from governmental authorities having jurisdiction over the project, if such permits are required, unless otherwise agreed to herein.
- 1.4 The ENGINEER shall seek and obtain authorization from the OWNER or the OWNER's assignee before proceeding with the project, or before performing any Additional Services as described in Section 3, or before performing any other services which would not be included in the fee for Basic Services set forth in Section 6 hereof, subject OWNER's right to terminate as herein provided.
- 1.5 The ENGINEER shall comply with existing federal, state and local laws and regulations regarding equal employment opportunity. The ENGINEER is further obligated to include requirements hereunder in any subcontract written by him in association with this agreement.

**SECTION 2 – BASIC SERVICES**

**2.1 PLANNING AND ARP FUNDING ASSISTANCE**

- 2.1.1 Consult with OWNER to determine the OWNER's requirements for the project and to discuss project schedules, gather initial data, coordination, and other preliminary matters including requirements for the American Rescue Plan (ARP) funding program.
- 2.1.2 Review latest reports, mapping, project cost estimates prepared to date.
- 2.1.3 Assist OWNER with the preparation of a preliminary engineering report, if required, by NCDWI or the NC Division of Water Resources, Public Water Supply Section.
- 2.1.4 Assist OWNER with a review and update of any request from NC DWI as related to the project review.

**2.2 PROJECT SITE SURVEY**

- 2.2.1 Set horizontal and vertical geodetic survey control on NAD83(2011) and NAVD88 (GEOID12A).
- 2.2.2 Contact NC One Call and request utility locations for the project area. Locate utilities as marked.
- 2.2.3 Locate above-ground visible utilities on site. Locate planimetric data for above-ground features, accessible piping networks, roads, buildings, structures in the immediate project area.
- 2.2.4 Coordinate topographic mapping and creation of digital terrain model of the site suitable to produce a one-foot contour interval.
- 2.2.5 Establish property boundaries and ROW lines as appropriate for the project area. This scope does not include the layout/production of new plats, easements, or rights of way.

**2.3 HYDRAULIC MODELING / PIPE SIZE VERIFICATION**

- 2.3.1 Develop a schematic general basic hydraulic model with data collected from the Town of Marshall and Town of Mars Hill and the site survey to verify the design conditions for the water line to convey water from the Town of Mars Hill system to the Town of Marshall and the booster pump station for the Town of Marshall.
- 2.3.2 Perform sufficient field observation and measurements of flows to calibrate the model to an acceptable level of accuracy.

**2.4 DESIGN AND PERMITTING PHASE SERVICES**

- 2.4.1 Consult with OWNER to discuss project objectives for concurrence and acceptance.
- 2.4.2 Prepare planning documents including preliminary design, booster pump station layout, project site plan, and design calculations.
- 2.4.3 Review preliminary design with OWNER for concurrence and acceptance.
- 2.4.4 Coordinate the provision of any subsurface investigation by others, if any, and assist with solicitations and preparing site maps identifying test locations.
- 2.4.5 Prepare bid documents, contract documents, technical specifications and construction drawings to detail the character and scope of the work including all design functions and coordination for all construction sequencing of the Project.

22.00333 Highway 213 Water Line – Marshall to Mars Hill Interconnection

- 2.4.6 Prepare final design calculations for submission to review agencies.
- 2.4.7 Prepare and submit permit application and supporting documents to NC DWR-PWS to assist in obtaining the construction approval.
- 2.4.8 Prepare and submit technical specifications, design drawings and supporting documents in accordance with NCDWI.
- 2.4.9 Prepare and submit permit application and supporting documents to NCDEQ to assist in obtaining the erosion and sediment control approval, as applicable.
- 2.4.10 Prepare and submit required encroachment documentation to NCDOT for approval, as applicable.
- 2.4.11 Respond to review agency comments and modify documents as necessary to achieve permit approvals.
- 2.4.12 Perform an internal quality control and constructability review of the project.
- 2.4.13 Prepare opinion of probable cost after submission of plans and specifications to NCDEQ and advise the OWNER of any adjustment of the Project cost caused by changes in scope, design requirements or construction costs.
- 2.4.14 Furnish copies of the final design documents as required to accomplish the design phase.

**2.5 BIDDING AND AWARD PHASE SERVICES**

- 2.5.1 Assist the OWNER in advertising the project for competitive bids. This agreement assumes the project will be bid in one contract.
- 2.5.2 Assist the OWNER with scheduling and facilitating a pre-bid conference for prospective bidders, if requested. Prepare minutes for the pre-bid conference and distribute to prospective bidders.
- 2.5.3 On behalf of the OWNER respond to prospective bidders' questions and prepare project addenda as necessary.
- 2.5.4 Assist the OWNER with receiving, opening and evaluating bids for the project.
- 2.5.5 On behalf of the Owner provide information to the funding agency as to the bids received, acceptability of bidders/contractors, subcontractors, and equipment suppliers and respond to questions from the funding agency.
- 2.5.6 Consult with and advise the OWNER as to the acceptability of bidders/contractors, subcontractors, equipment suppliers and make recommendations as to the lowest responsive, responsible bidder for the contract. It is assumed this project will be performed under one contract.
- 2.5.7 Assist the OWNER in the final preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.

2.5.8 Schedule preconstruction conference with the OWNER, Contractor, ENGINEER and all other applicable parties to assure discussion of all matters related to the project.

**2.6 CONSTRUCTION ADMINISTRATION and OBSERVATION PHASE SERVICES**

2.6.1 Provide periodic project observation to monitor the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents, and during such visits and on the basis of on-site observations by an experienced and qualified professional, keep the OWNER informed of the progress of the work, endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor(s) and disapprove or reject any work failing to conform to the Contract Documents. This Agreement is based on an assumed construction time of 400 calendar days and further assumes that site visits will be made daily on average for the construction period.

2.6.2 Prepare adjusting change orders as required and if necessary.

2.6.3 Review for approval shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data which any Contractor is required to submit, and receive and review schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s) in accordance with the Contract Documents.

2.6.4 Based on on-site observations as an experienced and qualified professional and on review of the Contractor applications for payment and supporting data, determine the amount owing to the Contractor(s) and approve to the OWNER payment to the Contractor(s) in such amounts; based on such observations and review, that the work has progressed to the point indicated and that to the best of his knowledge, information and belief the quality of the work is in accordance with the Contract Documents.

2.6.5 Conduct a final site visit with applicable parties to determine if the project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled his obligations as appropriate thereunder so that the ENGINEER may recommend for approval to the OWNER final payment to each Contractor.

2.6.6 Prepare the Engineer's certification for completion of the project and submit the certification on behalf of the OWNER to the appropriate agencies.

2.6.7 Provide or make available to the OWNER appropriate project files and information to affect project closeout.

**2.7 POST-CONSTRUCTION PHASE SERVICES**

2.7.1 Prepare final Record "As-Built" Drawings

2.7.2 Provide and assist Owner in preparing final paperwork for DWI funding if required.

2.7.3 Assist the OWNER in assuring that the one (1) year warranty period for the construction work is complied with.

**SECTION 3 – ADDITIONAL SERVICES**

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

- 3.1 Additional services resulting from significant changes in general scope of the project or its design including, but not limited to, changes in size, complexity, or OWNER's schedule.
- 3.2 Revising previously approved studies, reports, design documents, drawings or specifications, when such revisions are due to causes beyond the control of the ENGINEER.
- 3.3 Providing field surveys and legal descriptions to assist the OWNER in obtaining any right-of-way easements or real property from private bodies, entities or persons necessary for satisfactory construction of the project.
- 3.4 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the project.
- 3.5 Additional services in connection with the project, including services normally furnished by the OWNER and services not otherwise provided for in this agreement.
- 3.6 If the funding agency determines that environmental, architectural or additional studies are needed, these may require additional services. Any environmental investigations, surveys, or studies required by other agencies not specifically described in the Basic Services may require additional services.

#### **SECTION 4 – OWNER'S RESPONSIBILITIES**

**The OWNER shall:**

- 4.1 Provide full information as to its requirements for the project.
- 4.2 Assist the ENGINEER by placing at his disposal all available information pertinent to the project including previous documents and any other data relative to evaluation, design and construction of the project.
- 4.3 Furnish the ENGINEER any existing data and information for property boundary, easement, railroad and road right-of-way, topographic and utility surveys; zoning and deed restriction; all of which the ENGINEER may rely upon in performing his services under this agreement.
- 4.4 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services under this agreement.
- 4.5 Designate a person to act as OWNER's representative with respect to the work to be performed under this agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.
- 4.6 Examine all sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.

- 4.7 Provide such legal, accounting and insurance counseling services as may be required for the project, and such auditing services as may be required to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.
- 4.8 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the project.
- 4.9 Furnish or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this agreement or other services as required.
- 4.10 Bear all costs incident to compliance with the requirements of this Section 4.

#### SECTION 5 - PERIOD OF SERVICES

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

#### SECTION 6 - PAYMENT TO THE ENGINEER

##### 6.1 PAYMENT FOR BASIC SERVICES

- 6.1.1 The OWNER will pay the ENGINEER for Basic Services as outlined in Section 2 the following (unless otherwise noted) fees, inclusive of all reimbursable expenditures:
  - a. Scope of Services as defined in Sections 2.1, 2.2, 2.3 and 2.4  
Lump Sum fee of \$1,000,000.00
  - b. Scope of Services as defined in Sections 2.5  
Lump Sum fee of \$30,000.00
  - c. Scope of Services as defined in Sections 2.6, and 2.7  
A maximum not to exceed fee of \$900,000 with costs based upon time expended by assigned personnel invoiced at the billing rates shown in Attachment B and approved expenses.

##### 6.2 PAYMENT FOR ADDITIONAL SERVICES

- 6.2.1 The OWNER will pay the ENGINEER for Additional Services as outlined in Section 3 an amount based on actual time spent and expenses incurred by principals and employees of the ENGINEER

assigned to the project in accordance with Attachment B - Basic Fee Schedule, should any of these services be requested by the OWNER.

### **6.3 TIMES OF PAYMENT**

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

### **6.4 GENERAL**

6.4.1 If the OWNER fails to make any payment due the ENGINEER because of his services and expenses within sixty (60) days after receipt of the ENGINEER's bill therefore, the ENGINEER may, after giving seven (7) days written notice to the OWNER, suspend services under this agreement until he has been paid in full all amounts due him because of his services and expenses.

6.4.2 If the agreement is terminated, at the completion of any phase of the Basic Services called for under Section 2, progress payment to be made to the ENGINEER because of services rendered shall constitute total payment for services rendered. If this agreement is terminated during any phase of the Basic Services, except for termination due to breach of the terms and conditions of the agreement by ENGINEER, the ENGINEER shall be paid for services rendered on the basis of his reasonable estimate of the portion of such phase completed prior to termination. In the event of termination, except for termination due to breach of the terms and conditions of the agreement by ENGINEER, the ENGINEER will be paid for any unpaid reasonable reimbursable expenses.

6.4.3 If, prior to termination of this agreement, any work designed or specified by the ENGINEER, under Section 2, is suspended in whole or in part for more than three (3) months or is abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed prior to receipt of such notice from the OWNER as provided in paragraph 6.4.2 for termination during any phase of his service, except for suspension of work due to breach of the terms and conditions of the agreement by ENGINEER..

## **SECTION 7 - GENERAL CONDITIONS**

### **7.1 TERMINATION**

7.1.1 In the event that the OWNER finds that it is inadvisable or impossible to continue the execution of the Project; or if the ENGINEER shall fail to fulfill in a timely and proper manner his obligations under this agreement; or, if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this agreement; or if the services called for in this agreement are not completed within the time period specified under Section 5, or if the ENGINEER becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors; then the OWNER has the right to terminate at any time this agreement or any task or phase of work being performed herein by providing thirty (30) days written notice to the ENGINEER of such termination and specifying the effective date of such termination; provided, however, that during such period of thirty (30) days the ENGINEER shall have the opportunity to remedy such failures or violations to avoid such termination. Termination of the agreement by OWNER pursuant to this paragraph 7.1.1 shall not limit the OWNER's right to pursue any legal or equitable remedy for damages available under the law.



**7.2 OWNERSHIP OF DOCUMENTS**

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

**7.3 OPINIONS OF PROBABLE COST**

- 7.3.1 Since the ENGINEER has no control over the cost of labor, materials, or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost (cost estimates) for cost for the Project provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that proposals, bids or the project construction cost will not vary from cost estimates prepared by him.

**7.4 INSURANCE AND CLAIMS**

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

**7.5 SUCCESSORS AND ASSIGNS**

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

7.6 ENTIRE AGREEMENT

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

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

McGILL ASSOCIATES, PA

By: Mark D. Cathey

Mark Cathey  
Vice President/Regional Manager

By: M. Keith Webb

M. Keith Webb  
Vice President

ATTEST:

[Signature]

Madison County

By: [Signature]

County Manager

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

CONTRACTOR: McGill Associates, P.A.

COUNTY DEPARTMENT: Madison County

SUBJECT OF CONTRACT: Engineering Services

DATE/TERM OF CONTRACT: 23 February 2023

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

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

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

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

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

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

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

**Compliance with E-Verify requirements.** The Contractor and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires certain employers to verify the work authorization of each newly hired employee through the Federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

**Miscellaneous.** The terms and provisions of Attachment "A" entitled "Coronavirus state and local fiscal recovery funds addendum, attachment B entitled: Debarment Certification Form; Attachment "C" entitled: "Byrd Anti-lobbying Amendment"; and Attachment "D" entitled: "E-verify Affidavit" are applicable to and requirements of the contract. The terms "Madison", "Owner", and "Client" are interchangeable terms referring to Madison County, and the terms "McGill Associates, P.A.", "Engineer", "Consultant", and "Contractor" are interchangeable for McGill Associates, P.A. This contract is an amendment to the agreement for engineering services entered between the parties dated 12 July 2022

For the CONTRACTOR:

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

For MADISON COUNTY:

Title: Chairman, BOC

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

By: Ray Leaford

Madison County Finance Officer

**CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM**

This **CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM** (this "Addendum") is entered into by and between Madison County, a North Carolina Corporate Body Politic, hereinafter "Unit" and McGill Associates, engineering firm, hereinafter "Engineers" and forms an integral part of this Contract.

**RECITALS**

**WHEREAS**, Unit has received a grant through the North Carolina Department of Environmental Quality (DEQ), said grant deriving from the Coronavirus State Fiscal Recovery Fund ("State Fiscal Recovery Fund") or Coronavirus Local Fiscal Recovery Fund ("Local Fiscal Recovery Fund" and, together with the State Fiscal Recovery Fund, the "Fiscal Recovery Funds") established pursuant to Sections 602 and 603, respectively, of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 ("ARPA"); and

**WHEREAS**, Unit intends to pay, in part or in whole, for the cost of the Contract using said grant monies received from the DEQ ARPA funding; and

**WHEREAS**, in using such funds, Unit must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury ("Treasury") governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022)), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the "Regulatory Requirements"); and

**WHEREAS**, pursuant to the Regulatory Requirements, Unit must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Fiscal Recovery Funds; and

**WHEREAS**, pursuant to 2 C.F.R. § 200.327, Unit must include within the Contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum; and

**WHEREAS**, Unit shall not enter into the Contract or make any distributions of funds to Engineer using monies from the Fiscal Recovery Funds absent Engineer's agreement and adherence to each term and condition contained herein.

**NOW THEREFORE**, Engineer and Unit do mutually agree as follows:

**Contract Provisions**

- 1) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- 2) **Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 3) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 4) **Access to Records and Record Retainage** – In general, all official project records and documents must be maintained during the operation of this project and for a period of three years following closeout, in compliance with 24 CFR §570.490. The North Carolina Department of Environment and Natural Resources, the North Carolina Department of Treasurer, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Planning Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examination, excerpts, and transcriptions in compliance with the above Rule.
- 5) **Conflict of Interest (2 CFR Part §200.318 General Procurement Standards) - Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials** - no member, officer, or employee of the Planning Agency, or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
- 6) **Civil Rights Act of 1964 – Title VI** – The Planning Agency shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations 31 C.F.R. Part 22, which herein incorporated by the reference and made a part of this Contract. Title VI also provides protections to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as implemented by the Department of Treasury's Title VI regulations

31 C.F.R. Part 22, and herein incorporated with this Contract.

- 7) **Nondiscrimination Clause** - No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
- 8) **Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 301 et seq.)** - No qualified person shall, on the basis of race, color, religion, national origin, sex, familial status, or disability, be subjected to discrimination in housing.
- 9) **Section 504, Rehabilitation Act of 1973, as amended** - No qualified disabled person shall, on the basis of disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.
- 10) **Age Discrimination Act of 1975, as amended** - No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.
- 11) **Title II of the Americans With Disability Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.)**, which prohibits discrimination on the basis of disability in programs, activities, and services provide or made available by state and local governments or instrumentalities or agencies thereto.
- 12) **Solicitation of Minority and Women-Owned Business Enterprises** - (A) If the Planning Agency intends to let any Subcontracts, the Planning Agency shall (1) place qualified small and minority businesses and women's business enterprises on its solicitation lists; (2) assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses. (B) For the purposes of Section XII.A., an entity shall qualify (1) as a "minority business" or "women's business enterprise" if it is currently certified as a North Carolina "historically underutilized business" under Chapter 143, Section 128.4(a) of the N.C. General Statutes (hereinafter G.S.), and (2) as a "small business" if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.
- 13) **Termination of Agreement for Cause** - In accordance with Appendix II Part 200, if, through any cause, the Planning Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or violate any of the covenants, conditions, or stipulations of this Agreement, the Local Government shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared under this Agreement shall, at the option of the Local Government, become its property, and the

Planning Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials in direct proportion to the extent of services actually completed.

- 14) **Remedies/Sanctions or Breach of Contract Terms** - In accordance with Appendix II to Part 200, upon written notice, the Local Government may withhold payments to the Planning Agency if the Planning Agency shall fail to fulfill in a timely and proper manner its obligations to the Local Government under this contract, or if the Planning Agency shall violate any of the conditions of this contract. The Local Government shall in its written notice to the Planning Agency fully describe the nature of failure or violation by the Planning Agency, the corrective action required of the Planning Agency, and the Local Government shall allow the Planning Agency thirty (30) days from the date of the notification to correct such failure and/or violation. If such failure or violation is corrected by the Planning Agency within thirty (30) days from the date of notification, then the Local Government shall process payment(s) to the Planning Agency. If such failure or violation is not corrected within thirty (30) days from the date of the notification, then the Local Government may proceed to terminate this contract.
- 15) **Increasing Seatbelt Use in the United States** - Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (April 18, 1997) the Planning Agency is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.
- 16) **Reducing Text Messaging While Driving** - Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (October 6, 2009) the Planning Agency is encouraged to adopt and enforce policies that ban text messaging while driving.

ENGINEER:

By: 

Name: Mike Dowd, PE

Title: Water and Wastewater Practice Area Lead

UNIT:

By: 

Name: Matt Weikel

Title: Chairman, BOC



ATTACHMENT "B"

**DEBARMENT CERTIFICATION FORM**

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

(e) The contractor is "Actively" registered with SAMS (Service for Award Management), and has been assigned the following Unique Entity I. D. \_\_\_\_\_.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

By \_\_\_\_\_

Authorized Signature for Contractor

\_\_\_\_\_  
Printed Name and Title

**BYRD ANTI-LOBBYING AMENDMENT**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING –  
REQUIRED FOR CONTRACTS OVER \$100,000**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

ATTACHMENT "D"

E-VERIFY AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by  
and on behalf of \_\_\_\_\_ (hereinafter "Employer") after first  
being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark "Yes" or "No")
  - a. YES \_\_\_\_\_
  - b. NO \_\_\_\_\_
4. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verify by any and all subcontractors subsequently hired by Employer.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

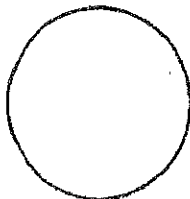
Print or Type Name: \_\_\_\_\_

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

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

Signed and sworn to (or affirmed) before me, this  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_



Seal

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