

The Madison County Board of Commissioners met in regular session on Monday, September 19, 2022 at 6:00 p.m. at the North Carolina Cooperative Extension-Madison County Center located at 258 Carolina Lane, Marshall, North Carolina.

In attendance were Chairman Mark Snelson, Vice-Chairman Craig Goforth, Commissioner and Interim County Manager Norris Gentry, Commissioner Matt Wechtel, Commissioner Michael Garrison, County Attorney Donny Laws, Clerk Mandy Bradley.

The meeting was called to order at 6:00 p.m. by Chairman Snelson and the Pledge of Allegiance and moment of silence were observed.

Agenda Item 1: Agenda Approval

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

Agenda Item 2: Approval of August 9, 2022 (Special) Minutes; August 9, 2022 (Regular) Minutes

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

Agenda Item 3: Public Comment

Tony Ponder- Mr. Ponder spoke regarding the County's budget and Parks and Recreation.
Joe Franklin- Mr. Franklin spoke regarding the emergency management radio system.
Louis Roberts- Mr. Roberts spoke regarding the emergency management radio system.
Benny Gaddy- Mr. Gaddy spoke regarding the emergency management radio system.
Gloria Sandquist- Ms. Sandquist spoke regarding the County's Noise Ordinance and noise in the community.
Dylan Cantrell- Mr. Cantrell spoke regarding the emergency management radio system.
(Attachment 3.1)

Agenda Item 4: Public Hearing-Proposed Amendments to Madison County Land Use Ordinance

a. Proposed Land Use Ordinance Amendments, Brad Guth-Development Services Director

Mr. Guth presented and discussed proposed amendments to the Madison County Land Use Ordinance with the Board, a copy of which is hereby attached to the Madison County Ordinance Book. Mr. Guth answered questions from Board members along with Zoning Administrator Terrey Dolan and noted that changes numbered one through six were recommendations of the Planning Board with changes numbered seven through nine being recommended by staff only at this time.

Upon counsel by County Attorney Laws and motion by Commissioner Gentry, the Board opened the public hearing. Discussion was had by the Board with counsel being provided by County Attorney Laws who noted that anyone who wished to speak during public comment may do so.

b. Public Comment

Tony Ponder- Mr. Ponder spoke regarding development in the County and amendments to the Land Use Ordinance.
Carl Batchelder- Mr. Batchelder spoke regarding proposed changes to the Land Use Ordinance and the Comprehensive Plan.
Elaine Robbins- Ms. Robbins spoke regarding functions of the Planning Board and Board of Adjustment.
Gloria Sundquist- Ms. Sundquist spoke regarding the Land Use Ordinance and violations of the Ordinance.

Upon motion by Commissioner Garrison and second by Vice-Chairman Goforth, the Board voted unanimously to close public comment. (Attachment 4.2)

c. Discussion

Counsel was provided by County Attorney Laws regarding consideration of each proposed amendment presented to the Board.

d. Consideration of Approval

Commissioner Gentry read proposed amendment number one into the record. A motion to accept their recommendation and make the change as noted was provided by Commissioner Garrison and seconded by Commissioner Gentry. Discussion was had by the Board, Mr. Guth, Mr. Dolan, and Attorney John Noor with Roberts & Stevens, P.A who provided legal counsel to the Board regarding the unrestricted nature of the proposed amendment. Upon motion by Commissioner Garrison and second by Commissioner Gentry with counsel by County Attorney Laws, the Board voted unanimously to withdraw the motion in consideration of additional follow up. Commissioner Gentry clarified that the matter would be reconsidered by the Planning Board.

Commissioner Gentry read proposed amendment number two into the record. Upon motion by Vice-Chairman Goforth with second by Commissioner Wechtel and discussion by the Board, the Board voted unanimously to approve. Mr. Guth clarified that the amendment contained wording that was inconsistent with the intent of the amendment and noted that the language should be that the Planning Board duties shall not be transferred to the Board of Adjustment.

Commissioner Gentry read proposed amendment number three into the record. Discussion was had by the Board and Mr. Dolan with counsel being provided by Attorney Noor. Upon motion by Commissioner Garrison and second by Chairman Snelson, the Board voted unanimously to approve recommendation three as it was recommended by the Planning Board.

Commissioner Gentry read proposed amendment number four into the record. Upon motion by Vice-Chairman Goforth and second by Commissioner Gentry with discussion by the Board, Mr. Dolan, and counsel by Attorney Noor; Commissioner Garrison made a motion to modify the original motion to include the email address, but also include the original contact information as well, email address of local contact person and their other information submitted to the department of Inspections and Zoning, the local sheriff's office, the local fire agency, and the private property owners within a 300 foot radius of the residential vacation rental, the email address of the local contact person should be posted in the residential unit in a prominent location. Counsel was provided by County Attorney Laws who advised that the proposed language be addressed to Attorney Noor who could enter the actual language into the record so that the Board can vote on it and the Clerk can record in the minutes. Further discussion was had by the Board, Attorney Noor, and Mr. Guth regarding the language of the proposed amendment in the Land Use Ordinance and discrepancies in additional material provided to the Board. Clarification was provided by Commissioner Garrison who requested that the local contact person and the owner's email address, physical address, telephone number, and name be posted in accordance and be made public. With further clarification by Attorney Noor, the Board voted unanimously to approve.

Commissioner Gentry read proposed amendment number five into the record. Upon motion by Commissioner Garrison and second by Commissioner Wechtel, the Board voted unanimously to approve.

Commissioner Gentry read proposed amendment number six into the record. Upon motion by Commissioner Wechtel and second by Commissioner Gentry the Board voted unanimously to accept the Planning Board recommendation.

Commissioner Gentry read proposed amendment number seven into the record noting that the proposed amendment was denied by the Planning Board. Discussion was had by the Board and counsel was provided by County Attorney Laws who noted that if the Board did not approve, no action would need to be taken at this time.

Commissioner Gentry read proposed amendment number eight into the record noting that the proposed amendment was denied by the Planning Board. Discussion was had by the Board and County Attorney Laws. Commissioner Garrison made a motion for recommendation eight that we accept all required legal notices of Board of Adjustment applications or Planning Board applications and that the applicant be responsible to pay their share of any applicable legal notices. Counsel was provided by Attorney Noor who noted that the recommendation is not included in the proposed Ordinance amendment and that it would need to be presented to the Board at a later date. Second to the motion was provided by Commissioner Gentry and further discussion was had by the Board with counsel being provided by County Attorney Laws who noted that the request be sent back to the Planning Board with the Board taking no further action on the motion.

Commissioner Gentry read proposed amendment number nine into the record noting that the proposed amendment was denied by the Planning Board. A motion that the Board consider was made by Commissioner Gentry. Counsel was provided by County Attorney Laws, Commissioner Wechtel seconded the motion, and discussion was had by the Board with Attorney Noor noting that the item would go back to the Planning Board. (Attachment 4.4)

Agenda Item 5: Public Hearing-Proposed Commercial Rezoning

a. Proposed Commercial Rezoning, Brad Guth-Development Services Director

Mr. Guth discussed proposed rezoning for parcel identification numbers 9757-24-0176, 9757-23-2909 and 9757-13-8610 located at 75 Roy Edwards Lane, Mars Hill, NC 28754.

Mr. Guth noted that the request included that property be rezoned from Residential Agriculture to Commercial and presented to the Board, the recommendation for rezoning from the Planning Board as well as the Ordinance Amending the Official Land Use Map of Madison County, a copy of which is hereby attached to the Madison County Ordinance Book.

Upon motion by Commissioner Gentry and second by Vice-Chairman Goforth, the Board voted unanimously to open the public hearing.

b. Public Comment

Sue Keener- Ms. Keener spoke regarding vacation rentals.

Tony Ponder- Mr. Ponder spoke regarding notifications on the matter from the Board of Commissioners.

Gloria Sundquist- Ms. Sundquist spoke regarding vacation rental notifications.

(Attachment 5.2)

Upon motion by Commissioner Gentry and second by Vice-Chairman Goforth, the Board voted unanimously to close the public hearing.

c. Discussion

No further discussion was had by the Board.

d. Consideration of Approval

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

(Attachment 5.4)

Agenda Item 6: Attorney John Noor, Roberts & Stevens, P.A.

Attorney Noor presented a draft of the proposed ordinance adopting a limited moratorium on biomass energy facilities as well as discussed the information with the Board and answered questions from members of the Board noting that the Moratorium would be presented for final approval at a later date after due process.

(Attachment 6.1)

Agenda Item 7: Daniel Metcalf, Transportation and Operations Director

Commissioner Gentry presented the Elderberry Nursing Home Transportation Contract for consideration of the Board on behalf of Mr. Metcalf.

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

(Attachment 7.1)

Agenda Item 8: Mark Snelson, Chairman; Caleb Dispenza, Emergency Operations Director; Mark Durner, Motorola Representative

Chairman Snelson discussed the emergency communication towers and equipment currently in use in the County and Mr. Dispenza presented a power point presentation as well as explained the inability to communicate effectively on the current radio system noting the recommendation to move forward with upgrades to the equipment.

Mr. Durner discussed the assessment of the communication equipment and towers currently in use in the County and recommendations from Motorola as well as the cost of the replacement system, timeline for completion of the project, performance measures, and implementation schedule. Discussion was had by the Board, Mr. Dispenza, and Mr. Durner.

Commissioner Gentry requested that the Board of Commissioners authorize to move forward with the formal request for the project noting that the project could be funded with American Rescue Plan Act funding that is still available for use. Upon

motion by Chairman Snelson and second by Vice-Chairman Goforth with discussion being had by the Board, the Board voted unanimously to approve.

Upon motion by Commissioner Gentry and second by Chairman Snelson, the Board voted unanimously to reserve \$1,000,000.00 of ARPA funds and not obligate in any other manner until we sufficiently investigate and determine this one first. Counsel was provided by County Attorney Laws who noted that a formal budget amendment could be brought before the Board for consideration at a later date.

Mr. Dispenza discussed a current 911 grant awarded to the County from the 911 Board for the procurement and installation of 911 operator consoles noting that it would be formally presented to the Board at a later date.

Agenda Item 9: Brad Guth, Development Services Director

a. Economic Development Board By-Laws

Mr. Guth presented and discussed proposed amendments to the Economic Development Board By-Laws with the Board.

Upon motion by Commissioner Wechtel and second by Vice-Chairman Goforth, the Board voted unanimously to approve the update. (Attachment 9.1)

b. Industrial Park Site Development Resolution

Mr. Guth presented and discussed the Industrial Park Site Development Resolution to exempt further bidding requirements for the engineering bid from Modulus, PLLC, noting that it would entail site engineering for a total engineering cost of \$6,700.00 for the project on Long Branch Road in Marshall.

Upon counsel from County Attorney Laws with motion by Commissioner Garrison and second by Chairman Snelson, the Board voted unanimously to accept the Resolution and exempt this project from the bidding process.

Further counsel was provided by County Attorney Laws regarding authorization for entry of the agreement with Modulus. Upon motion by Commissioner Garrison and second by Chairman Snelson, the Board voted unanimously to authorize the Interim County Manager to sign the agreement. (Attachment 9.2)

Agenda Item 10: Kary Ledford, Finance Officer

a. Budget Amendment #3

Ms. Ledford presented and discussed Budget Amendment #3 with the Board as well as answered questions from Board members.

Upon motion by Chairman Snelson and second by Vice-Chairman Goforth, the Board voted unanimously to approve. (Attachment 10.1)

b. Financial Report

Ms. Ledford presented and discussed the financial report for the month of August with the Board and answered questions from Board members. Upon motion by Vice-Chairman Goforth and second by Chairman Snelson with discussion by the Board, the Board voted unanimously to approve. (Attachment 10.2)

Agenda Item 11: Diana Norton, Tax Administrator

a. Tax Refunds and Releases

Ms. Norton presented the tax releases for the month of August noting that there were no current refunds to report.

Upon motion by Vice-Chairman Goforth and second by Commissioner Garrison, the Board voted unanimously to approve the releases. (Attachment 11.1)

b. Kania Law Firm Tax Foreclosure Update

Ms. Norton presented and discussed the current tax foreclosure update from Kania Law Firm with the Board.

Agenda Item 12: Donny Laws, County Attorney

County Attorney Laws presented and discussed for consideration of the Board, the proposed Enterprise Fund Subsidy Program which would assist qualified individuals and non-profit entities with the Solid Waste Availability Fee based upon income guidelines. Information discussed included the elderly exemption program currently in use by the County, subsidy of the fee from the County's General Fund to the Enterprise Fund, application process, and qualifications for individuals as well as non-profit entities.

Discussion was had by the Board and Attorney Laws regarding the projected cost and qualifications for the program as well as any modifications that the Board might consider for the proposed program.

Upon motion by Commissioner Garrison and second by Commissioner Wechtel with discussion by the Board and County Attorney Laws, the Board voted unanimously to table this discussion until there is time to research and ask questions regarding the specific details and content therein.

Agenda Item 13: Norris Gentry, Commissioner/Interim County Manager

a. County Manager's Update

Commissioner Wechtel provided an update to the Board regarding progress on the water and sewer project along Highway 213 in Marshall in conjunction with the S.L. 2021-180 water and sewer funding allocations.

Commissioners Gentry and Garrison provided an update regarding renovations to the courthouse.

Commissioner Goforth discussed progress on proposed amendments to the County's Noise Ordinance and other aspects of future amendments to the County's Land Use Ordinance in conjunction with the limited Moratorium on event venues in the County.

An update regarding the request from Madison Medics to invest in and purchase County Owned property that currently houses the Marshall EMS base on Highway 213 or the possibility of the County providing a new facility was discussed with the Board by Commissioner Gentry and Chairman Snelson discussed the current facilities in use.

Commissioner Gentry discussed a proposed building addition at the Health Department noting that further information would be brought back to the Board.

Updates regarding the relocation of the playground located on Medical Park Drive, maintenance needs for County owned property including helipad sites, Golden LEAF funding updates, upcoming finance course offered by the UNC School of Government, Opioid and Substance Abuse Treatment funding awarded to the County, County fire districts, progress of the Charters of Freedom setting being built at the courthouse, housing being built by Habit for Humanity in the County, and the proposed Veteran's Park were also discussed with the Board by Commissioner Gentry.

b. Solid Waste Holiday Schedule

Commissioner Gentry presented and discussed the proposed holiday schedule for the Solid Waste Department with the Board.

Upon motion by Commissioner Wechtel and second by Chairman Snelson, the Board voted unanimously that the proposed holiday schedule for Solid Waste be approved as submitted. (Attachment 13.2)

c. Blannahassett Island Surplus Property Declaration

The Resolution to declare County owned property on Blannahassett Island in Marshall as surplus for disposal of the property was presented and discussed with the Board by Commissioner Gentry.

Upon motion by Commissioner Wechtel and second by Commissioner Gentry, the Board voted unanimously to declare the property as surplus and get on with the process. (Attachment 13.3)

d. County Owned Surplus Property

Current bids received for County owned surplus property were presented and discussed with the Board by Commissioner Gentry.

Upon motion by Commissioner Garrison and second by Chairman Snelson, the Board voted unanimously to reject the bid in the amount of \$2,000.00 for PIN 9769-09-8590.

Upon motion by Chairman Snelson and second by Vice-Chairman Goforth, the Board voted unanimously to accept and start the bidding process for the bid in the amount of \$3,800.00 for PIN 9706-65-7893.

No action was taken by the Board for the bid in the amount of \$500.00 for PIN 9706-65-7893.

e. County Board Appointments

Commissioner Gentry presented a vacancy for the Board of Health and discussion was had by the Board.

Upon motion by Vice-Chairman Goforth and second by Chairman Snelson, the Board agreed to send it back to that Board for their recommendation.

f. Economic Development, g. Legal Advice Regarding Potential Litigation, h. Personnel

Upon motion by Commissioner Gentry and second by Vice-Chairman Goforth, the Board voted unanimously to enter into closed session for personnel, economic development, and legal pursuant to N.C.G.S. 143-318.11 (a)(5) and N.C.G.S. 143-318.11 (a)(3) at 9:57 p.m.

Upon motion by Commissioner Gentry and second by Chairman Snelson, the Board voted unanimously to return to open session at 11:13 p.m.

On behalf of the Animal Shelter, Human Resources Director Brooke Ledford presented the hire of Kelley Leppi as Animal Services Technician. Upon motion by Vice-Chairman Goforth and second by Chairman Snelson, the Board voted unanimously to approve.

On behalf of the Library, Human Resources Director Brooke Ledford presented the hire of Destiny Corn as a Substitute Circulation Assistant. Upon motion by Commissioner Gentry and second by Chairman Snelson, the Board voted unanimously to approve.

On behalf of the Maintenance Department, Human Resources Director Brooke Ledford presented the hire of Christopher Laws as Facility Worker III. Upon motion by Chairman Snelson and second by Commissioner Garrison, the Board voted unanimously to approve.

Agenda Item 14: Adjournment

Upon motion by Commissioner Gentry and second by Commissioner Garrison, the Board voted unanimously to adjourn at 11:14 p.m.

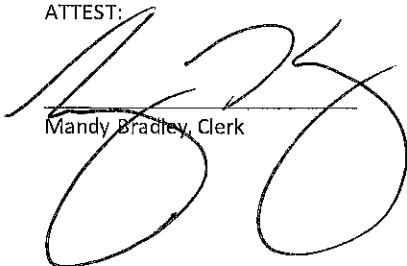
This the 19th day of September 2022.

MADISON COUNTY



Mark Snelson, Chairman
Board of Commissioners

ATTEST:



Mandy Bradley, Clerk

Madison County Board of Commissioners
Agenda
September 19, 2022

6:00 P.M.

Meeting Called To Order
Pledge of Allegiance
Moment of Silence

1. Agenda Approval
2. Approval of August 9, 2022 (Special) Meeting Minutes; August 9, 2022 (Regular) Meeting Minutes
3. Public Comment
4. Public Hearing-Proposed Amendments to Madison County Land Use Ordinance
 - a. Proposed Land Use Ordinance Amendments, Brad Guth-Development Services Director
 - b. Public Comment
 - c. Discussion
 - d. Consideration of Approval
5. Public Hearing-Proposed Commercial Rezoning
 - a. Proposed Commercial Rezoning, Brad Guth-Development Services Director
 - b. Public Comment
 - c. Discussion
 - d. Consideration of Approval
6. Attorney John Noor, Roberts & Stevens, P.A.
Consideration of Moratorium on Biomass Development
7. Daniel Metcalf, Transportation and Operations Director
Elderberry Nursing Home Transportation Contract
8. Mark Snelson, Chairman; Caleb Dispenza, Emergency Operations Director; Mark Durner, Motorola Representative
Emergency Management Communication Towers and Equipment
9. Brad Guth, Development Services Director
 - a. Economic Development Board By-Laws Amendment
 - b. Industrial Park Site Development Resolution
10. Kary Ledford, Finance Officer
 - a. Budget Amendment #3
 - b. Financial Report
11. Diana Norton, Tax Administrator
 - a. Tax Refunds and Releases
 - b. Kania Law Firm Tax Foreclosure Update
12. Donny Laws, County Attorney
Enterprise Fund Subsidy Program Consideration
13. Norris Gentry, Commissioner/Interim County Manager
 - a. County Manager's Update
 - b. Solid Waste Holiday Schedule
 - c. Blannahasset Island Surplus Property Declaration
 - d. County Owned Surplus Property
 - e. County Board Appointments
 - f. Economic Development
 - g. Legal Advice Regarding Potential Litigation
 - h. Personnel
14. Adjournment



Madison County Commissioners Meeting

Public Comment

September 19, 2022

6:00pm

North Carolina Cooperative Extension-Madison County Center

3 Minute Time Limit

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

	Name	Signature
1. ✓	Tony Ponder	Tony Ponder
2. ✓	Emerson Frankelton	Emerson Frankelton
3. ✓	Louis Roberts	Louis Roberts
4. ✓	Bennie Gaddy	Bennie Gaddy
5. ✓	Gloria Sundquist	Gloria Sundquist
6. ✓	Dillon Cantrell	Dillon Cantrell
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Madison County Commissioners Meeting
Public Hearing-Proposed Amendments to
Madison County Land Use Ordinance
Public Comment
September 19, 2022
6:00pm

North Carolina Cooperative Extension-Madison County Center

3 Minute Time Limit

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

	Name	Signature
1.	Tony Fonder	Tony Fonder
2.		
3.	Card	
4.	Elaine Robbins	
5.	Gloria Sundquest	
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AMENDMENTS TO THE MADISON COUNTY LAND USE ORDINANCE

WHEREAS, the Madison County Planning Board reviewed proposed amendments to the text of The Madison County Land Use Ordinance at the request of the Madison County Planning Staff at the August 16, 2022 regular meeting of the Planning Board; and

WHEREAS, the provisions set forth in Chapter 13 "Amendments" of the Madison County Land Use Ordinance have been met in order to amend the Madison County Land Use Ordinance.

WHEREAS, the Board of Commissioners is of the opinion that it is in the best interest of the citizens and residents of the County to approve this request and hereby approves this request for amendment.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Madison as follows:

1. That Section 8.6 of the Madison County Land Use Ordinance is hereby amended as follows:

a. Section 8.6 Vacation Rentals

The development of a new structure intended for use as Residential Vacation Rental shall comply with all standards applicable to construction of a residence within the land use category the Residential Vacation Rental is proposed.

Up to three (3) Short Term Vacation Rental Cabins (not primarily used for permanent residences) may be approved by the Zoning Administrator as long as all regulations and standards in Section 8.6.1 are met.

More than three proposed Short Term Vacation structures shall go before the Planning board for a Special Use Permit and shall conform to all applicable standards.

The use of a mobile home as a Vacation Rental is not Permitted.

Any residential property used as a residential short term vacation rental or bed and breakfast shall comply with the following standards.

b. Section 8.6.1.

D. Property. The overall proposed parcel size for multiple short term vacation rentals shall be of adequate size to accommodate a maximum of one vacation rental per acre owned.

c. Section 8.6.1.J.1

Local contact person. All residential vacation rentals shall designate a local contact person. The local contact person shall be available 24 hours a day to respond to tenant and neighborhood questions or concerns. All the requirements enumerated in this section shall continue to apply:

1. The name, address, telephone number(s) and email of the local contact person shall be submitted to the Zoning Office, the local Sheriff Office, the local fire agency and supplied to the property owners within a 300- foot radius of the Residential Vacation Rental. The name, address, telephone number(s) and email of the local contact person shall be permanently posted in the rental unit in a prominent location(s). Any changes in the local contact person's address or telephone number shall be promptly furnished to the agencies and neighboring property owners as required in this subsection.

2. That the Definition for Accessory Dwelling Unit is hereby amended as follows:

- a. Accessory Dwelling –One residential single dwelling unit that is detached from the principal dwelling unit but located on the same lot as a single dwelling unit.

3. That Section 8.7 of the Madison County Land Use Ordinance is hereby amended as follows:

a. Section 8.7 Communication Towers

8.7.9 If in the course of its consideration of an application, the Board of Adjustment deems it necessary, it may employ an engineer or other expert of its choosing to review the application submitted, and shall in such cases, assess the reasonable costs for same to the applicant in an amount not to exceed \$5,000

8.7.10 An annual telecommunication permit report shall be required for each communication facility constructed along with each antenna situated on it pursuant to this Article. The holder of any communication tower permit is required to file a report, on a form provided by the Zoning Enforcement Officer, which should demonstrate the continued compliance with the requirements of this Article. A base fee of \$500 (annual permit fee) shall be required for each tower from the tower owner along with a separate \$500 fee for each lease entity on the communications tower. All required annual payments shall be provided by the tower owner and the above stated fees shall not be prorated.

4. That these proposed amendments to the Madison County Land Use Plan text as set forth above are consistent with the Madison County

Comprehensive Plan and they are reasonable and will promote the public health, safety, morals, and general welfare; promoting the orderly development of the county; lessening congestion in the roads and streets; securing safety from fire, panic, and other dangers; providing adequate light and air; preventing the overcrowding of land, avoiding undue concentration of population; and facilitating the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements, all in accordance with the Madison County Comprehensive Plan.

Approved and Adopted September, 19th 2022

Mark Snelson, Chairman
Madison County Board of Commissioners

Mandy Bradley, County Clerk



Madison County Commissioners Meeting Public Hearing-Proposed Commercial Rezoning Public Comment

September 19, 2022

6:00pm

North Carolina Cooperative Extension-Madison County Center

3 Minute Time Limit

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

	Name	Signature
1. ✓	TONY PANDER	Tony Pander
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ORDINANCE AMENDING THE OFFICIAL LAND USE MAP OF MADISON COUNTY

WHEREAS, pursuant to N.C. Gen. Stat. §160D-702 the County may adopt a land use ordinance to regulate development within its territorial jurisdiction;

WHEREAS, the Madison County Commissioners enacted the Madison County Land Use Ordinance which established designated land uses for the properties located in Madison County outside of the boundaries of incorporated municipalities and their jurisdictions;

WHEREAS, pursuant to N.C. Gen. Stat. §160D-602, the County may amend its land use ordinance after giving proper public notice and holding a public hearing;

WHEREAS, the Planning Board has received an application for an amendment to the Official Land Use Map of Madison County, North Carolina to rezone the below listed parcels, and shown herein as

PIN: 9757240176, 9757232909 and 9757138610

Addresses: 75 Roy Edwards Lane, Mars Hill, NC 28754

Owner(s): Casey Robinson

Applicant(s): Casey Robinson

WHEREAS, the applicant is requesting that the land use designation for the subject property be changed from R-A Residential-Agriculture to CD Commercial District as shown and depicted in the exhibits, which are attached hereto and incorporated herein by reference; and,

WHEREAS, in accordance with the procedures set forth in the Madison County Land Use Ordinance, the Planning Board met to consider the proposed amendment on August 16, 2022, at which meeting a motion to approve the proposed map amendment passed by a vote of 7 to 0; and,

WHEREAS, this Board has reviewed these written recommendations of the Madison County Planning Board; and

WHEREAS, in accordance with North Carolina General Statutes, the Board of Commissioners duly advertised and held a public hearing to consider the proposed amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE MADISON COUNTY BOARD OF COMMISSIONERS THAT:

Section 1. This Board has considered whether this proposed amendment is consistent with the Madison County Comprehensive Plan and the associated Land Use Map contained within the Madison County Comprehensive Plan 2022 Update, and hereby finds the following:

1.1 Said zoning change is consistent with the Madison County Comprehensive Plan because the proposed rezoning is:

1.1.1 Adjacent to I-26

1.1.2 Adjoining uses are commercial

1.1.3 The historical use of the property is commercial under Mars Hill ETJ

1.2 The proposed map amendment would not be detrimental to the owners, adjacent neighbors, and surrounding community as it does meet a number of goals as identified in the Madison County Comprehensive Plan.

1.3 Therefore, the requested zoning would be reasonable and in the public interest.

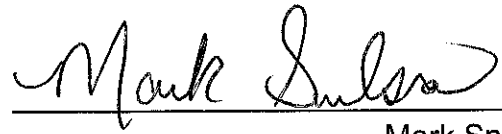
Section 2. This Board does hereby approve the request to rezone PIN(s) 9757240176, 9757232909 and 9757138610, 75 Roy Edwards Lane, Mars Hill, NC 28754, from R-A Residential-Agriculture to CD Commercial District, as shown and depicted in the exhibits, which are attached hereto and incorporated herein by reference;

Section 3. If any section, subsection, clause or phrase of this ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance;

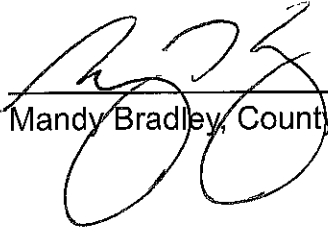
Section 4. All ordinances and clauses of ordinances in conflict herewith be and are hereby repealed to the extent of such conflict; and

Section 5. This ordinance is effective upon adoption.

Read, approved and adopted this the 19th day of September, 2022.



Mark Snelson
Madison County Board of Commissioners



Mandy Bradley, County Clerk

AN ORDINANCE OF THE COUNTY OF MADISON ADOPTING A LIMITED MORATORIUM ON BIOMASS ENERGY FACILITIES

THAT WHEREAS, the County of Madison, North Carolina (the "County") is experiencing significant real estate development and population growth within its boundaries; and

WHEREAS, the County recently completed an update to its Comprehensive Plan, which provides recommendations to manage future growth in the County; and

WHEREAS, as part of the process for updating the Comprehensive Plan County, staff hosted a number of community listening sessions regarding the direction the County should take with development in the future and numerous members of the public spoke about the need to preserve the scenic and recreational assets of the County and ensure that they can continue to provide for a wide variety of economic development opportunities; and

WHEREAS, within the past several months County staff have received inquiries about the siting of biomass facilities within the County; and

WHEREAS, the County's Planning Board considered the addition of land-use standards for biomass facilities at meetings in July and August of this year and received extensive public comment in opposition to such facilities; and

WHEREAS, the Planning Board unanimously recommended that a moratorium be implemented to provide staff with adequate time to develop land-use standards that would allow for the appropriate regulation and siting of such facilities; and

WHEREAS, the existing zoning and development regulations within the County are not compatible and congruous with the impacts articulated from biomass facilities, and the Comprehensive Plan; and

WHEREAS, the County has and is currently working on amendments to its land use regulations that would address the siting of biomass facilities; and

WHEREAS, allowing certain development activities to occur prior to adoption of the anticipated amendments to the County's land use regulations is an inadequate alternative to a moratorium because it may result in development and land uses that are incompatible and incongruous with current residential development and the Comprehensive Plan's goals, standards, and guidelines; and

WHEREAS, proactively rezoning or removing problematic uses without a comprehensive analysis of where those uses should be located within the County is an inadequate alternative to a moratorium because it could also result in development and land uses that are incompatible and incongruous with the Comprehensive Plan's goals, standards, and guidelines; and

WHEREAS, the County will need time to evaluate the best location and conditions for biomass facilities; and

WHEREAS, the County should be able to adopt amended land use regulations within six (6) months from the enactment of a moratorium; and

WHEREAS, the goals, standards, and guidelines in the County's Comprehensive Plan would be best achieved if certain development within the areas identified in this Ordinance is temporarily halted during the period when amendments to the land use ordinances are considered; and

WHEREAS, a temporary moratorium would provide County staff with the time needed to determine the appropriate zoning necessary to address the likely impacts of any future biomass facilities; and

WHEREAS, the purpose of this Ordinance is to preserve the status quo of existing land uses and development patterns, as well as promote the health, safety, morals, and general welfare of the citizens of the County by providing time for staff to develop policy options to mitigate and abate the traffic, noise light, air, and other polluting emissions that are associated with biomass facilities; and

WHEREAS, County staff will propose and finalize changes to the County's land use regulations to address biomass facilities and present those plans to the relevant bodies for consideration and approval prior to the expiration of the moratorium established in this Ordinance to address the problems and conditions leading to the imposition of the moratorium.

NOW, Therefore be ordained and established, by the Commissioners of the County of Madison, North Carolina that:

1. Area – This Ordinance shall be applicable to all property within the County of Madison.

2. Duration – This Ordinance shall be effective and enforceable from the date of adoption and shall continue in full force and effect for an initial period of six (6) months from the date of adoption, which is the estimated time necessary for the County to complete and adopt amendments to its land uses ordinances to address the anticipated impacts of biomass facilities within the County. The County Commissioners may renew this moratorium or extend its duration, as necessary, consistent with the requirements of N.C. Gen. Stat. § 160D-107(e). The County Commissioners may also terminate this moratorium earlier than indicated in this Ordinance by action of the County Commission.

3. Moratorium – From and after the effective date of this Ordinance and continuing through its duration, no Development shall occur in the County's: Agricultural-Open Space (AO), Residential-Agricultural (RA), Residential (R-1), Residential-Resort (R-2), Neighborhood Commercial (N-C), Commercial Mixed Use (CMU), Commercial (CD), or Industrial (I) districts, unless it can be demonstratively shown to the County Commissioners that the health, safety, or

welfare of the public requires that the moratorium be waived with regard to that specific Development project. This moratorium prohibits the approval, denial, or consideration of all development approvals related to any Development within the above-listed districts.

4. Definitions – As used in this Ordinance, the terms listed below shall have the following meaning:

a. DEVELOPMENT: Unless the context clearly indicates otherwise, the term means the following:

i. The construction, erection, alteration, enlargement, renovation, substantial repair, movement to another site, demolition of any structure, excavation, grading, filling, clearing, alteration of land, subdivision of land as defined in N.C. Gen. Stat. § 160D-802, or initiation or substantial change in the use of land or the intensity of use of land related to any of the following uses:

1. Biomass Energy Facility – any commercial or manufacturing facility that converts organic matter, commonly known as biomass or feedstock, into electricity, heat, or transportation fuels, e.g. biofuels. Biomass Energy Facility includes facilities that store organic matter that is intended to be or is eventually converted into electricity, heat, or transportation fuel, as well as facilities that convert organic matter into other products that are then then converted into electricity, heat, or transportation fuel, including, but not limited to, wood fuel pellets.

5. Enforcement – If any person, firm, corporation, organization or association violates or attempt to violate any terms of this ordinance the County may enforce its terms by any means available to it by law, including those provided in N.C. Gen. Stat. § 160D-404.

6. Exclusions – In accordance with N.C. Gen. Stat. § 160D-107(c), absent an imminent threat to public health or safety, the Development moratorium adopted pursuant to this Ordinance shall not apply to:

- a. Any project for which a special use permit application has been accepted as complete;
- b. To development set forth in a site-specific vesting plan approved pursuant to G.S. 160D-108.1;
- c. To development for which substantial expenditures have already been made in good-faith reliance on a prior valid development approval;
- d. To sketch plans or preliminary or final subdivision plats that have been accepted for review by the County prior to the call for a hearing to adopt the moratorium;
- e. Repairs to existing buildings regulated by the North Carolina State Building Codes; and
- f. Site improvements for existing Biomass uses required to comply with the American with Disabilities Act.

Notwithstanding the foregoing, if a complete application for a development approval has been submitted prior to the effective date of this moratorium, the permit choice provisions of N.C.

Gen. Stat. § 160D-108(b) shall be applicable when permit processing resumes. This allows an applicant to choose which version of the development regulation will apply if development regulations change between the time the application is submitted and when the decision is made.

THIS ORDINANCE passed and adopted this the ____ day of June, 2022.

COUNTY OF MADISON COUNTY
COMMISSIONERS

(COUNTY SEAL)

Chair, County Commissioners

Attest:

Clerk, County Commissioners

County Attorney

DRAFT

TRANSPORTATION CONTRACT

MADISON COUNTY TRANSPORTATION AUTHORITY (MCTA)
AND
ELDERBERRY NURSING HOME
July 2022 – June 2023

THIS AGREEMENT, effective this 1st day of July 2022 by and between Madison County Transportation Authority herein after referred to as MCTA and Elderberry Nursing Home- Marshall, NC 28753.

Now, therefore in consideration of the mutual covenants set forth therein, MCTA and Elderberry Nursing Home agree as follows:

SECTION 1: PURPOSE OF AGREEMENT:

The purpose of this Agreement is to state the terms and conditions and mutual understanding of the parties, as to the manner in which MCTA will provide transportation services for Elderberry Nursing Home.

The purpose of this Agreement is to provide efficient and effective specialized transportation services to Elderberry Nursing Home.

SECTION 2: MCTA AGREES:

- To provide transportation services to clients of Elderberry Nursing Home. Service will include transporting clients from Elderberry Nursing Home to prearranged destination and return if needed. This transportation will be available during MCTA normal workdays. Schedule of Holidays will be provided.
- To provide service during inclement weather in accordance with the policies and procedure of Madison County Inclement Weather Policy.
- To maintain insurance and safe public transportation vehicles; which meet the requirements of the North Carolina Department of Transportation-Public Transportation Division.
- To provide transportation services which utilize qualified, trained drivers and vehicles that are equipped, maintained and operated in a safe manner.
- Submit to Elderberry Nursing Home each month an itemized statement based on the rates set forth.

Madison County Transportation Authority
387 Long Branch Road, Marshall, NC 28753
828-649-2219

SECTION 3: Elderberry Nursing Home AGREES:

- To provide MCTA with appointments in writing at least 2-3 days in advance, for scheduling purposes. Once an appointment is known, please contact MCTA for scheduling. We understand there are appointments that come up unexpectedly; we ask that if available, that scheduling occur with as much advanced notice as possible.
- To provide MCTA with appointment times between 8am and 3:30pm; for transport within Madison County.
- To provide MCTA with appointment times between 8am and 2:00pm; for transport to Buncombe County.
- To provide MCTA with the client's destination information and special needs or assistance that might be required.
- To provide MCTA with the full name & DOB so that a proper registration form may be completed for our data base and document requirements.
- To provide MCTA with adequate notice of cancellation of prescheduled transportation. "Adequate Notice is defined as two hours before transportation or evening before".
- To confirm appointment the day before transport.
- To have passenger ready at 1.5 hours before standard appointment, unless MCTA notes differently. Access to time of pick up will be provided the day before the appointment.
- To reimburse MCTA for transportation services within thirty (30) days from the date of the monthly statement as submitted by MCTA.
- Follow MCTA's rules and regulations listed in policy and procedure manuals.

SECTION 4: Cost of Service:

- By mutual agreement, Elderberry Nursing Home agrees to pay \$2.05 per mile plus \$7.25 per hour of service, as calculated in 15-minute increments for the round-trip ride including time it takes to load and load passengers both at Elderberry and the appointment. The clock will begin when MCTA arrives at Elderberry at the arranged time.

Madison County Transportation Authority
387 Long Branch Road, Marshall, NC 28753
828-649-2219

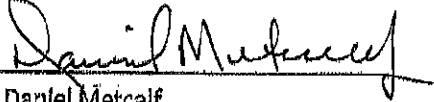
SECTION 5: Period of Performance:

- By mutual agreement, this contract shall be effective July 1st, 2022 and shall terminate June 30, 2023 unless renewed or amended by mutual consent of both parties.
- In the event of noncompliance with any provision of this agreement, either party may terminate the agreement by giving the other party thirty (30) days of advance notice.

"No person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

IN WITNESS WHEREOF, parties hereto have executed this Agreement this day and year first written.

Madison County Transportation Authority



Daniel Metcalf

Director

Madison County Transportation
Authority

8/8/22

Date



Representative and Title

Elderberry Nursing Home, Marshall, NC 28753

8/8/22

Date

MADISON COUNTY ECONOMIC DEVELOPMENT BOARD BY-LAWS

ARTICLE 1 Organization

Section 1 – **Name of Organization** The name of the organization shall be the Madison County Economic Development Board, herein referred to as the Economic Development Board.

ARTICLE 2 Purpose

Section 1 – **Purpose** The purpose of the Economic Development Board is to promote quality economic development within Madison County, North Carolina through a focus on the retention and growth of existing business and industry, the attraction of new commercial and industrial development, and the encouragement of entrepreneurship to improve the lives of all Madison County residents. The Economic Development Board shall establish a framework for recommending economic development policies, guidelines, and expenditures to the Madison County Board of Commissioners, as well as establish strong partnerships with all local, state, and federal agencies deemed appropriate. The board will seek the involvement and input of local educational institutions, utility companies, and other private and public stakeholders. The Economic Development Board shall strive to facilitate a strong environment for a diverse and growing economy, as well as to increase the prosperity of all Madison County citizens.

ARTICLE 3 Membership

Section 1 – **Members of the Board** The Board shall be composed of at least six (6) members but not more than nine (9), and appointed by the Madison County Board of County Commissioners. For the initial composition of the Board terms shall be staggered with, three (3) members for one (1) year, three members for two (2) years, and three members for three (3) years. All appointments thereafter shall be for three (3) year terms.

Section 2 – **Voting Rights** Each member of the board shall be entitled to one vote on each matter submitted to the vote of its members. Assignment of voting privileges is not permitted.

Section 3 – **Resignation** Any member of the Board may resign by filing a written resignation with the Chair of the Economic Development Board and Madison County Director of Economic Development.

Section 4 – **Compensation** Members of the Board shall serve without compensation. Members may however be reimbursed for previously approved expenses actually incurred in connection with the performance of their duties for economic development. In order to receive reimbursement, the board must give prior approval for all expenses or costs to be incurred.

Section 5 – **Attendance of Board Meetings** In the case that any member of the Board misses three (3) consecutive regular meetings, the Chair may recommend to the Madison County Board of Commissioners that said member be replaced.

Section 6 – **Disclosure** All members of the Economic Development Board shall be required to sign a financial disclosure and conflict of interest statement as well as a confidentiality agreement.

ARTICLE 4 **Meetings of the Board**

Section 1 – **Regular Meetings** Meeting of the Economic Development Board to conduct Economic Development Business will be on a monthly basis with meetings taking place on the fourth (4th) Thursday of those months at 4 pm. The Board may, by majority vote, change the time and location of the meetings provided advanced notice is provided to the public and members of the Board consistent with the North Carolina Open Meetings Law.

Section 2 – **Special Meetings** Special meetings of the board for any purpose may be called by the Chair of the Board or by the Director of Economic Development.

Section 3 – **Notice of Meetings** A standing meeting schedule, including time and location of meetings, will be posted on the bulletin board of the Madison County Courthouse and the Madison County Government website. Written notice of any special called meetings stating the place, day, hour, and purpose of the meeting shall be mailed by the Clerk to the Board to the members not less than two (2) days before the date of the called meeting, and shall be posted in accordance with the North Carolina Open Meetings Law.

Section 4 – **Quorum** A simple majority of the membership present at a meeting shall constitute a quorum.

ARTICLE 5 **Officers**

Section 1 – **Officers** The Officers of the Economic Development Board shall be Chair, ViceChair, and Clerk. These officers shall perform the duties prescribed by these by-laws and the parliamentary authority adopted by the Board.

Section 2 – **Election Board Officers** Election of Board Officers other than the Chair shall be elected by a majority of the votes cast by the membership at the Board's last meeting of the fiscal year. The Board of Commissioners shall appoint the Chair.

Section 3 – **Terms of Office** The Officers shall be elected for a term of one year.

Section 4 – **Duties Chair:** The Chair shall preside at all meetings of the Economic Development Board. The Chair shall appoint, and be an ex-officio member of, all committees. The Chair will communicate the recommendations and needs of the Economic Development Board to the Commissioners. Vice-Chair: The Vice-Chair shall assume the duties of the Chair in his or her absence. The Vice-Chair shall temporarily assume the duties of the Chair upon resignation of the Chair, pending the appointment of a new Chair by the Board of Commissioners. Clerk: The Clerk shall keep minutes of all meetings of the Economic Development Board. The Clerk shall

conduct all official correspondence of the Economic Development Board and send all official notices.

ARTICLE 6 Staff and Ex-officio members

Section 1 – **Staff** The Economic Development Board shall work with the staff of the Economic Development office. Working with the County Manager, the Director of Economic Development will be the lead staff person for the County’s economic development efforts, and will provide support to the Economic Development Board as necessary. The Director shall communicate the directives of the Madison County Commissioners and the County Manager to the Economic Development Board. This office shall also assist the board in the carrying out of their duties as noted in Article 7 section 2.

Section 2- **Ex-officio Members** The Economic Development Board shall also be served by certain ex-officio, non-voting members. These members are: Town of Hot Springs designee, Town of Mars Hill designee, and Town of Marshall designee. Designees should be an elected official, appointed board member, or employee of the entity they represent.

ARTICLE 7 Fiscal Policies and Board Duties

Section 1 – **Fiscal Year** The fiscal year for the Economic Development Board shall coincide with the fiscal year of the Madison County Government, commencing on July 1 and ending on June 30.

Section 2- General Board Duties

1. Make recommendations to the Madison County Board of Commissioners regarding economic development policies, guidelines, and expenditures.
2. Make recommendations to the Madison County Planning Board regarding land use planning and zoning regulations related to economic development
3. Participate in the comprehensive planning process of Madison County with a strict focus on economic development.
4. Represent Madison County at events, forums, and other meetings related to economic development.
5. Recommend policies and county activities that encourage private development corporations to locate and develop properties in Madison County. Focus developments on job recruitment, housing, and infrastructure needs.
6. Provide recommendations in planning and locating appropriate infrastructure so as best to maximize commercial and industrial development.

7. Work with local school system, community colleges, and universities to adequately plan for workforce, technical, and higher educational needs for Madison County.

8. Develop partnerships with county and regional entities to create a network of support for entrepreneurs.

ARTICLE 8 Parliamentary Authority

The rules contained in the current edition of Robert's Rules of Order shall govern the Economic Development board in all cases to which they are applicable and in which they are not inconsistent with these By-laws and any special rules of order that the Economic Development Board may adopt.

ARTICLE 9 Amendment of By-Laws

The By-Laws of the Economic Development Board may be amended by a two-thirds vote of the membership of the Board and upon approval by the Madison County Board of Commissioners. Any proposed amendments shall be presented in writing not less than seven (7) days before a regularly scheduled Economic Development Board meeting or a special meeting called for the purpose of considering such changes.

ARTICLE 10 Adoption

The Amended By-Laws were adopted by an affirmative vote of the Madison County Board of Commissioners at their regularly scheduled meeting in September, 19, 2022

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

WHEREAS, Madison County presents under consideration the site development evaluation of parcel identification number 9716-75-5276 and parcel identification number 9716-75-3174 of the Madison County Industrial Park located on Long Branch Road, Marshall, NC 28753; and

WHEREAS, Madison County projects an estimate for engineering fees to be less than \$50,000 for the project to be completed by Modulus, PLLC; and

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

NOW THEREFORE, BE IT RESOLVED by the Madison County Board of Commissioners that the above referenced site development evaluation of the Madison County Industrial Park is hereby exempt from the provisions of NCGS 143-64.31.

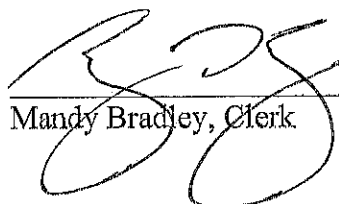
This the 19th day of September 2022.

MADISON COUNTY (County Seal)



Mark Snelson, Chairman

ATTEST:



Mandy Bradley, Clerk

September 8, 2022

Mr. Brad J. Guth
Development Services Director
Madison County, North Carolina
5707 US Hwy 25/70
Marshall, NC 28753

RE: Proposal for Site Development Evaluation
Madison County Industrial Park
Marshall, North Carolina
Modulus Proposal No. P776

Dear Mr. Guth:

Modulus, PLLC is pleased to provide you with this cost and scope proposal for providing Site Development Evaluation for the referenced project in Marshall, NC.

PROJECT INFORMATION

The project site is located on the south side of Long Branch Road, approximately 1500 feet east of US-25 in Marshall, NC. The site consists of two parcels (PID- 9716755276 and 9716753174) totaling approximately 19.8- acres. The site consists of approximately 1.8 acres of cleared land with the remainder undeveloped woodland. We understand that it is desired to further evaluate the site to-market it to potential users as an industrial park.

SCOPE OF SERVICES

The scope of services includes a site reconnaissance and an evaluation of the developability of the site to include the following:

- Evaluation of accessibility of the site to tractor-trailers including:
 - Evaluation of frontage road
 - Evaluation of existing access road and culvert
 - Evaluating the option of an additional access to the site
- Evaluation of impedances to development to include:
 - Evaluation of streams and wetlands
 - Topographical challenges
 - Setbacks and easements
- Preparation of a conceptual plan for the site to include:
 - Potential layout of two or three industrial users to maximize utilization of the site.
 - Engineers cost estimate for grading, road development, and utility extensions across the site.
 - Buildable acres, building sizes, potential parking.

SCHEDULE

Based on the required scope of services described above and the performance of past similar projects, we estimate that the evaluation report and conceptual plan can be prepared within 4 weeks authorization to proceed.

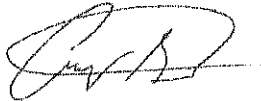
FEES

Based on the scope of services described and our estimates of time to be expended, we propose the cost of preparing the Site Development Evaluation for the subject property to be performed on a lump sum basis of **\$3,200.00**

CLOSING

Modulus appreciates the opportunity to provide this proposal to you. If you have any questions regarding this proposal or any of our other services, please contact us at (919) 800-9093 or aricgeda@moduluspllc.com.

Sincerely,
Modulus, PLLC



Aric V. Geda, P.E.
Principal Engineer

Attachments: Proposal Acceptance Sheet
Fee Schedule
Terms and Conditions of Service

**Modulus, PLLC
Proposal Acceptance Sheet**

Modulus Proposal No.: P776

Project: Site Development Evaluation- Madison County Industrial Park

Location: Marshall, North Carolina

Client Signature Mark L. Lusk

Date September 19, 2022

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
2022 FEE SCHEDULE**

Principal Engineer / Scientist / Designer.....	\$165.00/hour
Project Engineer	\$125.00/hour
Field Engineer.....	\$100.00/hour
Engineering Technician.....	\$85.00/hour
Draftsman	\$60.00/hour
Secretary	\$30.00/hour
Mileage, Portal to Portal,.....	\$0.60/mile
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 to 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, specifications, 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 Jurisdiction(s) 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 stated in the proposal.

CLIENT recognizes that time is of the essence with respect to 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 disproportional 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 with 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.

August 19, 2022

Mr. Brad J. Guth
Development Services Director
Madison County, North Carolina
5707 US Hwy 25/70
Marshall, NC 28753

RE: Proposal for EDA Environmental Narrative Report
Proposed Cold Storage Facility
Madison County Industrial Park
Marshall, Madison County, North Carolina
Modulus Proposal No. P771R1

Dear Mr. Guth:

Modulus, PLLC is pleased to provide you with this cost and scope proposal for providing Environmental Services for the referenced project in Marshall, Madison County, North Carolina.

PROJECT INFORMATION

We understand that as part of a supplemental funding grant application with the United States Economic Development Administration, an Environmental Narrative Report of the above referenced project is required. The project consists of the construction of a 50,000 SF single story cold storage facility.

SCOPE OF SERVICES

The scope of services includes preparation of a U.S. Economic Development Administration (EDA) Environmental Narrative Report. Based upon the most current template available (June 2021), the Environmental Narrative Report will include the following information:

A. PROJECT DESCRIPTION

1. Beneficiaries
2. Proposed Construction {Preliminary Engineering Report (PER)}
 - a) Description of project components
 - b) Statement verifying that the project components described in the engineering report are consistent with the EDA investment project description that is provided in Section B.2 of Form ED-900
 - c) Drawings showing the general layout and location of the existing site conditions and of the project components as well as location of any project beneficiary identified in Section B.9 of Form ED-900 that provide economic justification for the project, if any.
 - d) A feasibility analysis for the constructability of the project.
 - e) The proposed method of construction
 - f) The number of construction contracts anticipated.
 - g) A current detailed construction cost estimate for each of the project components.
 - h) Real property acquisition.
 - i) A list of all permits required for the proposed project and their current status
 - j) An overall estimated project schedule.
 - k) Overall project budget breakdown.
3. Need and Purpose
4. Alternatives to the Proposed Project

B. HISTORIC/ARCHEOLOGICAL RESOURCES

C. AFFECTED ENVIRONMENTS

1. Affected Area
2. Coastal Zones
3. Wetlands
4. Floodplains
5. Climate Change
6. Endangered Species
7. Land Use and Zoning
8. Solid Waste Management
9. Hazardous or Toxic Substances
10. Water Resources
11. Water Supply and Distribution System
12. Wastewater Collection and Treatment Facilities
13. Environmental Justice (Executive Order 12898)
14. Transportation (Streets, Traffic and Parking)
15. Air Quality
16. Noise
17. Permits
18. Public Notification/Controversy
19. Cumulative Effects

D. MITIGATION

E. LIST OF ATTACHMENTS

APPENDIX A: APPLICANT CERTIFICATION CLAUSE

Our scope does not include preparation of Notice of Advertisements or preparation/advertisement of a Finding of No Significant Impact (FONSI), if applicable. In addition, our scope of services does not include detailed reports of wetlands delineation and obtaining a USACE JD, detailed investigations to address potential impact to state/federally listed threatened or endangered species or cultural resources, and/or detailed assessments of soil/groundwater contamination. It should be noted that these detailed reports may later be required by EDA, based upon the preliminary findings of the Environmental Narrative Report.

SCHEDULE

The scope of the project requires requests for information from third parties that can often take a significant amount of time to respond or who may even be unresponsive, making a hard schedule difficult to develop. Based on the required scope of services and past projects, we estimate that the report can be prepared within 4 weeks authorization to proceed.

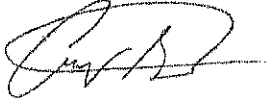
FEES

Based on the scope of services described and our estimates of time to be expended, we propose the cost of preparing the Draft EA for the subject property to be performed on a lump sum basis of **\$3,500.00**

CLOSING

Modulus appreciates the opportunity to provide this proposal to you. If you have any questions regarding this proposal or any of our other services, please contact us at (919) 800-9093 or aricgeda@moduluspllc.com.

Sincerely,
Modulus, PLLC



Aric V. Geda, P.E.
Principal Engineer

Attachments: Proposal Acceptance Sheet
Fee Schedule
Terms and Conditions of Service

**Modulus, PLLC
Proposal Acceptance Sheet**

Modulus Proposal No.: P771R1

Project: Proposed Cold Storage Building Environmental Narrative Report

Location: Marshall, Madison County, North Carolina

Client Signature Mark S. Nelson

Date September 19, 2022

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
2022 FEE SCHEDULE**

Principal Engineer / Scientist / Designer	\$165.00/hour
Project Engineer	\$125.00/hour
Field Engineer	\$100.00/hour
Engineering Technician	\$85.00/hour
Draftsman	\$60.00/hour
Secretary	\$30.00/hour
Mileage, Portal to Portal,	\$0.60/mile
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 disproportional 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 with 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.

**Madison County
Board of Commissioners**

**Budget Amendment #3
September 19, 2022**

Description	Line Item	Debit	Credit
Tax Office			
Sale of Surplus Property	10.3100.8000		\$ 2,777.00
Maintenance			
Jail Maintenance	10.4261.4100	\$ 26,000.00	
Contractors	10.4261.5800	\$ 24,479.00	
Upgrade to system at Jail/Moving Playground			
Parks and Recreation			
Community Foundation	10.6130.6400	\$ 70.00	
Community Foundation	10.3770.3400		\$ 70.00
Received more than expected at budget adoption			
Development Services			
Designated for Econ Dev	10.4356.6500	\$ 30,000.00	
Per August BOCC Meeting			
Health Department			
ORH Map Grant	10.3513.7032		\$ 21,983.00
ORH Map Grant	10.5110.7032	\$ 21,983.00	
Record new grant			
Finance			
Medicaid Hold Harmless	10.3520.3300		\$ 20,440.87
Tax Distribution			
Library			
LSTA Conference Grant	10.3611.4190		\$ 6,000.00
LSTA Conference Grant	10.6110.4690	\$ 6,000.00	
Donations	10.3611.4116		\$ 5,000.00
Friends of the Library	10.3611.4420		\$ 245.94
Capital Equipment	10.6110.5100	\$ 5,160.49	
Adult Programming	10.6110.5650	\$ 85.45	
SLNC EZ Adapts	10.6110.5705	\$ 8,665.08	
SLNC EZ Adapts	10.3611.4660		\$ 8,665.08
Recording of new grant and donations for the Library			

Sheriff's Office

Housing of State Inmates	10.3431.3000		\$	3,755.00
Capital Vehicle	10.4310.5130	\$	3,755.00	
Out reach- Kentucky	10.3431.2900		\$	11,207.35
Outreach	10.4310.4800	\$	11,207.35	
Recording Donations made to the Sheriff's Office				

Sales Tax

1/4 cent sales tax	10.3232.3115			\$51,974.24
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Education/Schools

1/4 cent sales tax	10.5911.7200	\$51,974.24		
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Contingency

	10.7000.0000		\$	57,261.13
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Attachment 10.2

We are at 17% of the FY23 budget.

Bank balances at August 31, 2022 are as follows:

	Unrestricted	Restricted
General Fund	\$ 1,906,129.09	
Debt Service Fund	\$ 48,539.69	
Capital Outlay Fund	\$ 326,184.27	
Capital Management	\$ 13,592,920.51	
Occupancy Tax Fund		\$ 183,109.63
Revaluation Fund		\$ 159,452.33
Tourism Development		\$ 1,236,045.50
Automation Fund		\$ 160,053.91
Drug Seizure Fund		\$ 8,092.82
Inmate Trust Fund		\$ 58,122.22
Soil & Water Conservation		\$ 62,874.50
Total of All Accounts:	\$ 15,873,773.56	\$ 1,867,750.91

New Jail Loan	\$ (607,008.00)	(Due in February)
School Debt Service	\$ (429,667.00)	(Due in February)
40-42 Set Aside for Schools	\$ (1,520,213.70)	
Unspent Grant/Restricted Proceed	\$ (767,625.28)	
Adoption Promotion Fund	\$ (120,438.26)	
Encumbered Amounts	\$ (5,863,000.75)	
Total assigned and restricted Bank	\$ (9,307,952.99)	

	General	Landfill	911
Unassigned and Unrestricted total	\$16,086,794.42	\$ (734,491.42)	\$ 534,854.06

SUMMARIES:

Percentage of budget at August 2022 Is:

All Funds:		YTD		% OF BUDGET	
Revenues	\$	1,300,618.26	\$	1,594,122.05	5.73
Expenditures	\$	1,960,397.39	\$	3,261,963.70	11.02

General Fund	MTD	YTD	Encumbered	% OF BUDG Year to Date 08/21	
Revenues to Date:	\$	1,453,308.28	\$	1,404,747.73	4.81 \$ 2,997,725.28
Expenditures to Date:	\$	1,736,718.47	\$	2,917,173.74	\$ 5,036,403.10 9.89 \$ 2,655,471.72
Gain/Loss to Date:	\$	(283,410.19)	\$	(1,512,426.01)	\$ 342,253.56

Contingency

Landfill	MTD	YTD	Encumbered	% OF BUDG Year to Date 08/21	
Revenues to Date:	\$	143,228.00	\$	168,180.43	6.66 \$ 2,485,284.82
Expenditures to Date:	\$	199,098.37	\$	306,801.41	\$ 826,597.65 12.15 \$ 1,439,992.21
Gain/Loss to Date:	\$	(55,870.37)	\$	(138,620.98)	

Contingency

911 Emergency Telephone Service	MTD	YTD		% OF BUDG Year to Date 08/21	
Revenues	\$	9,462.02	\$	21,193.89	8.45 \$ 23,916.55
Expenditures	\$	24,580.55	\$	37,988.55	15.15 \$ 9,115.00
Gain/Loss	\$	(15,118.53)	\$	(16,794.66)	\$ 14,801.55

Contingency \$-

GENERAL FUND:

DEPARTMENT	MTD	YTD	% OF BUDG Year to Date 08/21	
Vehicle Tax	\$ 113,001.42	\$ 222,454.57	19.8	\$ 106,340.54
Overages/Underages				
Ad Valorem Tax Interest	\$ 12,250.65	\$ 24,601.19	16.4	\$ 25,609.02
Late Listing Fee	\$ 475.40	\$ 886.27	5.91	\$ 705.05
Legal Fees				
2011 Ad Valorem Tax	\$ 161.51	\$ 204.16		\$ 15.97
2012 Ad Valorem Tax	\$ 531.48	\$ 596.50	9.95	\$ 674.86
2013 Ad Valorem Tax	\$ 386.34	\$ 777.69	9.72	\$ 2,212.20
2014 Ad Valorem Tax	\$ 1,623.33	\$ 1,957.13	24.46	\$ 1,811.57
2015 Ad Valorem Tax	\$ 992.27	\$ 1,560.51	17.34	\$ 2,281.76
2016 Ad Valorem Tax	\$ 1,378.02	\$ 3,488.17	34.88	\$ 3,494.44
2017 Ad Valorem Tax	\$ 1,390.86	\$ 2,590.89	20.87	\$ 5,658.97
2018 Ad Valorem Tax	\$ 2,641.82	\$ 7,300.75	24.34	\$ 13,908.16
2019 Ad Valorem Tax	\$ 1,924.67	\$ 6,781.39	10.43	\$ 21,475.23
2020 Ad Valorem	\$ 2,795.25	\$ 12,705.54	12.71	\$ 52,404.82
2021 Ad Valorem	\$ 14,610.11	\$ 34,887.90	18.36	\$ 765.62
2022 Ad Valorem	\$ 11,103.31	\$ 20,503.14	0.16	
Collection Fees: Marshall				
Collection Fees: Mars Hill				
Collection Fees: Hot Springs				
Sale of Tax Maps	\$ 175.00	\$ 175.00		
Tax Office Copies				
Returned Check				\$ 879.93
Refunds/Overpayment of Taxes				
Contra: Returned Check				
Sale of Foreclosed Property	\$ 2,777.00	\$ 2,777.00		
Contra: Foreclosed Property Expenses				
Sales Tax/Video Programming				
Sales Tax	\$ 582,736.27			\$ (599,602.68)
Gas Tax Refund/State	\$ 2,835.96			\$ (2,021.24)
Payment in Lieu of Taxes				
Forest Service Timber Sales				
Clerk of Court	\$ 5,703.76	\$ 5,703.76	7.92	\$ 6,408.77
Board of Elections				
Register of Deeds	\$ 27,205.45	\$ 77,545.45	19.1	\$ 108,490.95
Sheriff's Department	\$ 156,846.13	\$ 253,365.74	14.23	\$ 20,411.91
Emergency Management				
Inspections	\$ 9,172.38	\$ 28,889.58	15.38	\$ 31,344.97
Animal Control	\$ 1,957.00	\$ 3,229.00	17.45	\$ 2,220.00
Transportation	\$ 8,776.44	\$ 19,607.40	4.62	
Cooperative Extension Service				
Soil & Water Conservation				
Grant Revenues/JCPC/DJJD	\$ 14,445.00	\$ 21,345.00	19.68	\$ 16,115.00
DEPARTMENT	MTD	YTD	% OF BUDG Year to Date 08/21	

Health Department	\$	138,233.08	\$	247,108.03	10.25	\$	528,147.78
Medicaid Hold Harmless Tax	\$	20,440.87	\$	20,440.87		\$	86,912.75
Social Services	\$	183,812.34	\$	248,849.34	9.8	\$	239,426.33
AFDC							
Foster Care	\$	16,754.55	\$	33,435.71	4.83	\$	89,006.67
Medicaid						\$	370.00
Adoption							
Child Support Enforcement	\$	6,355.45	\$	7,140.51	6.94	\$	323.18
In Home Aides	\$	5,410.83	\$	5,410.83			
Beech Glen Center	\$	1,072.00	\$	1,643.00	32.86	\$	822.00
Nutrition	\$	92,436.22	\$	2,525.31	1.36	\$	3,973.56
State Lottery Funds/Education							
Library	\$	11,934.94	\$	19,358.94	13.43	\$	14,624.00
Parks & Recreation	\$	1,110.00	\$	1,850.00	15.43	\$	3,811.00
Interest Earned	\$	26,627.37	\$	46,439.69	200	\$	212.29
Rent of County Property	\$	4,327.50	\$	4,327.50	11.65	\$	6,655.00
Finance/Other							
Miscellaneous Income							
Fund Transfer In							
Totals	\$	1,453,308.28	\$	1,404,747.73	4.81	\$	2,997,725.28

GENERAL FUND EXPENDITURES

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDG Year to Date 08/21	
Governing Body	\$	14,496.99	\$	29,194.55	17.08 \$ 18,219.41
Finance Office	\$	33,004.56	\$	103,847.94	12.86 \$ 90,885.51
Tax Collector	\$	16,148.30	\$	26,995.15	8.38 \$ 26,335.37
Tax Supervisor	\$	12,789.00	\$	21,206.98	8.15 \$ 31,092.06
Land Records	\$	9,050.72	\$	11,701.40	11.94 \$ 9,175.70
Professional Services					
Court Facilities	\$	262.50	\$	3,125.00	9.5 \$ 3,307.00
Board of Elections	\$	12,171.08	\$	20,288.82	5.81 \$ 39,566.64
Register of Deeds	\$	36,326.57	\$	44,824.03	\$ 6,808.05 12.81 \$ 412,492.41
Register of Deeds- Automation					
Custodial	\$	7,144.52	\$	11,416.87	\$ 1,875.18 12.19 \$ 9,679.05
Maintenance	\$	93,356.18	\$	109,604.81	\$ 53,240.00 10.43 \$ 50,388.23
Sheriff's Department	\$	337,723.43	\$	281,398.68	\$ 4,453.08 12.6 \$ 546,467.86
Emergency Management	\$	12,563.06	\$	17,218.15	\$ 47,913.80 13.81 \$ 18,946.22
911 Dispatchers	\$	59,030.04	\$	96,293.67	\$ 19,039.97 12.42 \$ 79,145.95
Fire Contract/Forest Service					
Inspections	\$	23,345.21	\$	39,026.06	8.38 \$ 40,072.77
Economic Development	\$	8,620.15	\$	14,883.06	6.39 \$ 1,014.08
Medical Examiner	\$	2,150.00	\$	2,350.00	18.8 \$ 200.00
Ambulance Service Contract	\$	142,916.67	\$	285,833.34	\$ 1,429,166.70 16.59 \$ 285,833.34
Animal Control	\$	24,961.06	\$	40,110.40	10.18 \$ 46,946.22
Transportation - Admin	\$	15,557.57	\$	21,334.96	16.65 \$ 16,609.96

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDG Year to Date 08/21
Transportation - Operating	\$ 30,778.24	\$ 59,925.83		11.95 \$ 50,567.08
Transportation - Capital Outlay				
Transportation - EDTAP	\$ 27.45	\$ 72.45		3.62 \$ 81.90
Planning & Development	\$ 3,740.09	\$ 3,740.09		1.32 \$ 1,440.00
Information Technology	\$ 43,131.11	\$ 53,815.71	\$ 1,100.00	18.38 \$ 33,757.91
Cooperative Extension	\$ 29,280.63	\$ 32,299.55		9.62 \$ 22,745.60
Soil & Water	\$ 12,748.86	\$ 21,995.17		12.77 \$ 20,036.96
Health Department	\$ 250,098.72	\$ 425,903.44	\$ 392,208.42	11.57 \$ 455,042.62
Drug Free Community	\$ 5,401.37	\$ 10,851.38		8.67 \$ 11,147.86
Management Admin.	\$ 98,864.00	\$ 121,157.94		21.23 \$ 6,310.36
Social Services	\$ 202,089.67	\$ 330,961.34		10.12 \$ 356,448.33
AFDC	\$ 998.33	\$ 998.33		12.48 \$ 412.27
Special Assistance	\$ 6,416.00	\$ 12,832.50		11.67 \$ 16,705.50
State Foster Care	\$ 10,923.00	\$ 10,923.00		1.56 \$ 25,012.67
Foster Care Program	\$ 6,851.95	\$ 6,851.95		1.67 \$ 21,273.58
Medical Assistance Program				
Adoption Assistance	\$ 10,845.75	\$ 31,006.18		11.14 \$ 18,634.23
Crisis Intervention	\$ 959.03	\$ 1,366.85		0.58 \$ 2,083.82
Child Support	\$ 7,215.07	\$ 11,574.50	\$ 16,400.00	8.56 \$ 12,895.76
In Home Aides	\$ 10,796.92	\$ 19,023.97		10.48 \$ 16,938.07
Nutrition	\$ 43,670.29	\$ 77,064.83		10.97 \$ 67,491.26
Education		\$ 51,227.22	\$ 3,053,120.00	1.21 \$ 43,563.31
A-B Technical College	\$ 9,542.00	\$ 19,084.00		16.67 \$ 19,084.00
Bank Charges	\$ 1,697.21	\$ 1,697.21		9.43 \$ 1,396.48
Library	\$ 64,080.77	\$ 100,631.41	\$ 11,077.90	15.07 \$ 72,150.23
Parks & Recreation	\$ 24,944.40	\$ 31,515.62		17.8 \$ 23,874.14
Debt Services				
Debt Services Interest				
Fund Transfer In/ Landfill & Library				
Fund Transfer Out/Revaluation				
TOTALS	\$ 1,736,718.47	\$ 2,917,173.74	\$ 5,096,403.10	9.89 \$ 2,655,471.72

LANDFILL FUND

REVENUES	MTD	YTD	% OF BUDG Year to Date 08/21	
Transfer From Fund Balance				
Landfill Miscellaneous Fees				
Returned Check Fees				
Surplus Property Proceeds				
State Tire Disposal Fee	\$ 9,550.45	\$ 9,550.45	49	\$ 8,943.45
Local Tire Disposal Fee	\$ 416.50		74.75	\$ 127.00
White Goods Tax			20.84	\$ 8,036.80
Sale of White Goods	\$ 1,780.00	\$ 3,851.20		
Household Hazardous Waste				
Temporary Disposal Cards	\$ 4,520.00	\$ 9,575.00	29.92	\$ 10,169.30
Duplicate Disposal Cards	\$ 121.00	\$ 266.00	0.95	\$ 590.00
Landfill Disposal Cost Fees	\$ 12,203.21	\$ 17,794.15	14.24	\$ 27,217.68
Landfill Sale of Recyclables	\$ 1,480.45	\$ 12,651.85	30.12	\$ 17,186.93
Nuisance Tires				
Disposal Cards	\$ 101,614.98	\$ 109,860.72	4.98	\$ 24,842.58
Construction Demolition	\$ 7,384.31	\$ 13,534.01	35.62	\$ 6,743.36
Solid Waste Disposal Distribution	\$ 4,157.10	\$ 4,157.02	45	\$ 4,403.20
Grant/State				\$ 568.78
Electronics Management				
Electronics (County)				
Interest				
Totals	\$ 143,228.00	\$ 168,180.43	6.66	\$ 103,304.13

EXPENSES:	MTD	YTD	Encumbered	% OF BUDG Year to Date 08/21	
Landfill	\$ 185,292.16	\$ 276,027.24	\$ 803,752.82	12.32	\$ 251,150.79
Recycling	\$ 11,955.81	\$ 25,005.90	\$ 4,119.00	9.94	\$ 32,774.24
Scrap Tires	\$ 1,850.40	\$ 5,768.27	\$ 18,725.83	21.77	\$ 290,401.85
White Goods					
Closure/Post Closure					
Totals	\$ 199,098.37	\$ 306,801.41	\$ 826,597.65	12.15	\$ 290,401.85

Date run: 9/6/2022 10:50:43 AM TR-305A Release & Refund Approval Report NCPTS V4

Report Parameters:

Release Start Date: 8/1/2022 Release End Date: 8/31/2022 Refund Limit Min: Refund Limit Max: Show Excluded Refunds: N

Date Sent to Finance Start: End: Tax District: JURST16, JURST07, JURST05, JURST03, JURST14, JURST08, JURST11, JURST17, JURST01, JURST12, JURST04, JURST13, JURST09, JURST02, JURST10, JURST06, JURST15

Refund Status: AUTHORIZED, ONHOLD, REAPPLY, VOIDED

Default Sort-By: Refund Name, Refund Address, Bill Number

Grouping: No Grouping

Adjustment Reason: Acreeage change,Address change,Adjustment,Asse

No records were found matching your criteria. Please modify your parameters and try again.

No records were found matching your criteria. Please modify your parameters and try again.

NO REFUNDS FOR THE AUGUST 2022

Date run: 9/6/2022 10:58:34 AM
 Data as of: 9/5/2022 7:10:46 PM

TR-304 Bill Release Report

NCPTS V4

Report Parameters:

Release Date Start: 8/1/2022 Release Date End: 8/31/2022
 Tax District: ALL

Default Sort-By: Bill #, Taxpayer Name, Release Date, Billing Date, Operator ID, Release Amount
 Grouping: No Grouping

Bill #	Taxpayer Name	Bill Date	Release Reason	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after
0000003862-2021-2021-0000-00-REG	BARROW, JANE M.	9/15/2021	Exempt Property	DIANA	8/2/2022	444.46	293.46	151.00
0000006941-2022-2017-0000-00-REG	ALDRIDGE, VICTORIA	7/6/2022	Penalty In Err	DIANA	8/25/2022	47.55	17.83	29.72
0000006941-2022-2018-0000-00-REG	ALDRIDGE, VICTORIA	7/6/2022	Penalty In Err	DIANA	8/25/2022	44.58	14.86	29.72
0000006941-2022-2019-0000-00-REG	ALDRIDGE, VICTORIA	6/30/2022	Penalty In Err	DIANA	8/25/2022	44.02	12.58	31.44
0000006941-2022-2020-0000-00-REG	ALDRIDGE, VICTORIA	6/30/2022	Penalty In Err	DIANA	8/25/2022	45.42	10.48	34.94
0000006941-2022-2021-0000-00-REG	ALDRIDGE, VICTORIA	6/30/2022	Penalty In Err	DIANA	8/25/2022	41.93	6.99	34.94
0000016052-2022-2022-0000-00-REG	WALKER, MICHAEL	8/21/2022	Assessed In Err	COLTON KENT	8/30/2022	5.63	5.63	0.00
0000020986-2020-2020-0000-00-REG	STEWART, THOMAS E	9/21/2020	Bltdg correction	DIANA	8/31/2022	1,853.60	1,745.78	107.82
0000020986-2021-2021-0000-00-REG	STEWART, THOMAS E	9/15/2021	Bltdg correction	DIANA	8/31/2022	1,853.60	1,745.78	107.82
0000020986-2022-2022-0000-00-REG	STEWART, THOMAS E	8/21/2022	Bltdg correction	DIANA	8/31/2022	1,853.60	1,745.78	107.82
0000567878-2022-2022-0000-00-REG	ROBERTS, DARRELL L.	8/21/2022	Bltdg correction	APRIL	8/30/2022	409.90	86.85	323.05
0000569109-2022-2022-0000-00-REG	MOORE, RAYMOND EUGENE	8/21/2022	Ownership	DIANA	8/30/2022	137.50	137.50	0.00
0000569322-2022-2022-0000-00-REG	TIAA FSB	8/21/2022	Assessed In Err	COLTON KENT	8/31/2022	10.14	0.92	9.22
0000569323-2022-2022-0000-00-REG	TIAA FSB	8/21/2022	Assessed In Err	COLTON KENT	8/31/2022	5.21	0.47	4.74
0000569361-2022-2022-0400-00-REG	AMERICAN TOWER CORPORATION	8/24/2022	Adjustment	APRIL	8/24/2022	803.40	269.50	533.90
0000570923-2022-2022-0000-00-REG	FRANKLIN, DEDRICK	8/21/2022	Assessed In Err	COLTON KENT	8/30/2022	40.81	11.66	29.15
0000571798-2022-2022-0000-00-REG	COME ON INN	8/21/2022	Business closed	COLTON KENT	8/30/2022	64.63	64.63	0.00
0000571909-2022-2022-0000-00-REG	MOUNTAIN ESCAPE AT SCENIC WOLF	8/21/2022	Duplication	APRIL	8/30/2022	69.69	69.69	0.00
0000572043-2022-2022-0000-00-REG	FOSTER, JAMES E.	8/21/2022	Assessed In Err	COLTON KENT	8/31/2022	13.50	10.80	2.70
0000572225-2022-2022-0000-00-REG	BAKER, J. LEONARD	8/21/2022	Exempt Property	APRIL	8/29/2022	4.34	4.34	0.00
Subtotal							6,255.53	
Total							6,255.53	

Jan. 2, 2023, all open.

Jan. 16, 2023, all closed.

April 7, 2023, all closed.

May 29, 2023, all closed.

July 4, 2023, all closed.

September 4, 2023, all closed.

November 10, 2023, all closed.

November 23, 2023, all closed. November 24, 2023, main landfill open 8:00 to 12:00 and collection centers open all day.

December 25 & 26, 2023, all closed. December 27, 2023, all open.

STATE OF NORTH CAROLINA

RESOLUTION

COUNTY OF MADISON

WHEREAS, by authority of N.C.G.S. 160A-209, counties may declare surplus any real property owned by the County and propose to accept an offer made to begin the Negotiated Offer, Advertisement and Upset Bid process; and

WHEREAS, Madison County owns parcel number 9706-64-7994, .63 acre located on Biannahasset Island and recorded in the office of the Register of Deeds of Madison County, NC in Deed Book number 756, at page 310; and

WHEREAS, Madison County is not in need of the property and desires to declare it surplus; and

WHEREAS, Madison County desires to consider offers and advertise the accepted offer for a period of ten days and receive qualifying negotiated offers in accordance with N.C.G.S. 160-209 for sale by negotiated offer, advertisement, and upset bid; and

WHEREAS, Madison County Board of Commissioners reserves the right to reject all bids received;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Madison that the property identified above is declared surplus.

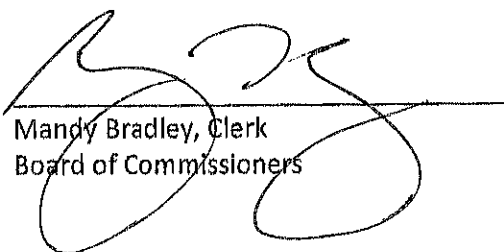
This the 19th day of September 2022.

MADISON COUNTY



Mark Snelson, Chairman
Board of Commissioners

ATTEST:



Mandy Bradley, Clerk
Board of Commissioners