

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

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

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

Agenda Item 1: Agenda Approval

Motion was placed on the floor by Commissioner Hensley to approve the agenda. Discussion was had by County Manager Rod Honeycutt who noted that legal could be included if necessary. Counsel was provided by County Attorney Laws with County Manager Honeycutt stating that the reason would be for attorney-client privilege for the Land Use Ordinance. Vice-Chairman Garrison also requested the addition of attorney-client privilege regarding possible litigation for tax collections. Commissioner Hensley requested to amend as item 9g with second to the motion being provided by Commissioner Wyatt and the Board voting unanimously to approve. (Attachment 1.1)

Agenda Item 2: Consent Agenda

- a. Tax Refunds and Releases (Attachment 2.1)
- b. Kania Law Firm Tax Foreclosure Update (Attachment 2.2)
- c. Madison County Public Library Updated Fee Schedule (Attachment 2.3)
- d. 2023 Employee Appreciation Day (Attachment 2.4)
- e. 2024 Holiday Schedule (Attachment 2.5)
- f. Dogwood Health Trust Madison Extension Value Added Kitchen Expansion Grant (Attachment 2.6)
- g. Dogwood Health Trust Spring Creek Office of Rural Economic Development Grant (Attachment 2.7)
- h. Spring Creek Community Center Lease and Resolution (Attachment 2.8)
- i. Plaza Burger Parlor, Inc. Lease and Resolution (Attachment 2.9)
- j. Rick Bailey Lease and Resolution (Attachment 2.10)
- k. Amendment to Madison County Purchasing and Payables Policy (Attachment 2.11)
- l. Annual Settlement 2022 Taxes (Attachment 2.12)
- m. Order of Collection 2023 Taxes (Attachment 2.13)
- n. Approval of October 10, 2023 (Regular) Meeting Minutes; October 30, 2023 (Special) Meeting Minutes

Chairman Wechtel read into the record; the items contained in the consent agenda. Upon motion by Commissioner Hensley and second by Vice-Chairman Garrison, the Board voted unanimously to approve the consent agenda.

Agenda Item 3: Public Comment

Tony Ponder spoke regarding the County.
Byran Bramlett spoke regarding herbicides.
Patricia Thompson spoke regarding herbicides.
(Attachment 3.1)

Agenda Item 4: Dustin Burluson, Community Relations Regional Director Vaya Health

Mr. Burluson presented a power point presentation and provided information regarding an update for Vaya Health as well as answered questions from members of the Board. Information discussed included managed care, Medicaid expansion, program initiatives, care management, budget provisions, and recruitment and training series initiatives for foster care.

Agenda Item 5: Roger Kelley, Tyler Technologies

Mr. Kelley presented the proposed schedule of values, standards, and rules for the 2024 reappraisal of real property by the County on behalf of the tax assessor and presented the proposed schedule establishing the public hearing and date for adoption with additional information including an update on assessments of parcels already completed.

Discussion was had by Mr. Kelley and the Board with counsel being provided by County Attorney Laws.

Agenda Item 6: Chris Alquiza, Emergency Management 9-1-1 Director

Mr. Alquiza provided an update regarding the emergency management communications towers and equipment implementation plan as well as answered questions from members of the Board.

Information discussed included the phases necessary to complete the implementation, projected implementation dates, cost implications, system compatibility, scalability, and training necessary, as well as an overview of Phase I that is currently in process.

Agenda Item 7: Tammy Cody, Health Director

Ms. Cody presented the Child Fatality Prevention Team annual report and offered to take questions from members of the Board. Information discussed by Ms. Cody included the purpose of the team, member composition, current year statistics, and grant funding.

Agenda Item 8: Kary Ledford, Finance Officer

a. Budget Amendment #5

Ms. Ledford presented and discussed Budget Amendment #5 for consideration of the Board and answered questions from members of the Board.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to approve Budget Amendment #5. (Attachment 8.1)

b. Financial Report

Ms. Ledford presented and discussed the financial report for the month of October 2023 with the Board and answered questions from members of the Board. (Attachment 8.2)

Agenda Item 8: Rod Honeycutt, County Manager

a. County Manager's Update

County Manager Honeycutt provided information regarding furniture for the alternate court space that is currently being utilized at the North Carolina Cooperative Extension-Madison Center. Information provided included a video regarding the furniture and an introduction of the builder. Discussion was had by the Board.

b. Opioid Settlement Program Strategy Budget

Hannah Shelton, Grant Coordinator provided an update regarding the proposed opioid settlement program strategy budget as well as answered questions from members of the Board. Information discussed included recent changes made to the Madison Pathways strategy and budget as previously recommended by the Board, proposed budgetary allocation for the program, and stipulations for utilization of the program and funding. Counsel was provided by County Attorney Laws and discussion was had by the Board and County Manager Honeycutt.

c. Spring Creek Building Roof Replacement Contract

County Manager Honeycutt presented and discussed the proposed contract for the building roof replacement at the county owned building previously known as the Spring Creek School which is currently in use by the Spring Creek Community Center. Ross Young, Project Manager discussed information regarding the project with the Board. Discussion was had by the Board and County Manager Honeycutt regarding the cost of the proposed contract and work to be completed with counsel being provided by County Attorney Laws.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to approve the contract to replace the roof on the Spring Creek Community Center. (Attachment 8.3)

d. County Owned Surplus Property

County Manager Honeycutt presented a bid for consideration of final approval which was previously received for parcel identification number 8890-06-0525 with no upset bids being received upon advertisement. Discussion was had by the Board and Clerk Mandy Bradley. Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to accept and sell for the \$8,830.00 bid.

A new bid in the amount of \$1,000.00 for parcel identification number 9706-65-7893 was presented for consideration of the Board by County Manager Honeycutt. Discussion was had by the Board and Clerk Bradley. Upon motion by Commissioner Hensley and second by Vice-Chairman Garrison with counsel being provided by County Attorney Laws and discussion being had by the Board, the Board voted unanimously to accept the bid.

e. County Board Appointments

County Manager Honeycutt presented a vacancy for the Board of Health for consideration of the Board and discussed the recommendation from the Health Director and Board of Health that Dr. Charles Young fill the position. Discussion was had by the Board.

Upon motion by Commissioner Hensley and second by Commissioner Briggs with further discussion being had by the Board, the Board voted unanimously to accept Dr. Young's application for the Board.

f. Personnel

An update regarding the vacancy for the position of Economic Development Director was discussed with the Board by County Manager Honeycutt.

g. Attorney-Client Privilege for Land Use Ordinance and Possible Litigation for Tax Collections

Upon motion by Chairman Wechtel and second by Commissioner Wyatt, the Board voted unanimously to enter into closed session pursuant to N.C.G.S. 143-318.11 (a)(3) for attorney-client privilege at 8:39 p.m.

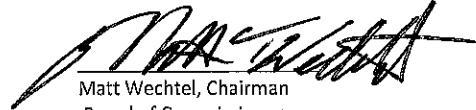
Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to come out of closed session and back into open at 9:40 p.m.

Agenda Item 9: Adjournment

Upon motion by Commissioner Briggs and second by Vice-Chairman Garrison, the Board voted unanimously to adjourn at 9:41 p.m.

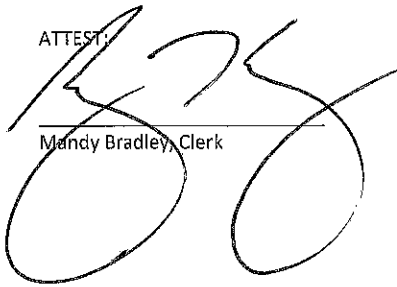
This the 14th day of November 2023.

MADISON COUNTY



Matt Wechtel, Chairman
Board of Commissioners

ATTEST:



Mandy Bradley, Clerk

Tax Year	Bill Number	Parcel #	Source Type	Adj. Amount \$	Assessment Reason	Date of Adj. / Additional Comments	Return Recipient Name	Return Address Line 1	Return Address Line 2	Return City	Return State	Return Zip Code	Jurisdiction	Case No.	Appeal ID	Return Amount (\$)	Include Negative Return?	MADISON Portion Actual Return (\$)	Special District Return (\$)	File District	File Return (\$)				
2023	000057587-2023-2023-0000-00		IND	4105	Not in County	10/17/2023 1:46:02 PM	ALBION, TOMMY	2864 MEADOW FORK RD		HOT SPRINGS	NC	28743	MADISON			23.00	N	23.00	0.00	0.00	7.00				
2023	000057587-2023-2023-0000-00		IND	4105	Not in County	10/17/2023 1:46:02 PM	ALBION, TOMMY	2864 MEADOW FORK RD		HOT SPRINGS	NC	28743	MADISON			7.00	N	7.00	0.00	0.00	0.00				
2023	000057584-2023-2023-0000-00	66312	REI	4231	Landfill error	10/20/2023 8:30:31 AM	ASHBURN, JAKE	2 ROBERTS STREET		WATERVILLE	NC	28787	MADISON			180.00	N	180.00	0.00	0.00	0.00				
2022	000057576-2022-2022-0000-00		IND	4258	Adjustment	10/23/2023 3:17:41 PM	HEMAN, MATTHEW BRIAN	576 NORTH LONG BRANCH ROAD		MARSHALL	NC	28753	MADISON			6.00	N	6.00	0.00	0.00	0.00				
2023	000004362-2023-2023-0000-00	5196	REI	4305	Landfill error	10/31/2023 11:27:33 PM	HAY, BLAKE JR. (LIFE E.S.)	5677 PAINT FORK ROAD		MARSHALL	NC	28754	MADISON			180.00	N	180.00	0.00	0.00	0.00				
2023	000057584-2023-2023-0000-00		BUS	4204	Business closed	10/17/2023 1:20:20 PM	ROBIE'S REEF LLC	350 MONROE TYPON RD		MARSHALL	NC	28753	MADISON			17.78	N	17.78	0.00	0.00	0.00				
2023	000057584-2023-2023-0000-00		BUS	4204	Business closed	10/17/2023 1:20:20 PM	ROBIE'S REEF LLC	350 MONROE TYPON RD		MARSHALL	NC	28753	MADISON			2.75	N	2.75	0.00	0.00	2.75				
2019	000056624-2019-2019-0000-00		IND	4212	Assessed in Err	10/18/2023 11:28:55 AM	STILLS, BRENT	5665 LOWESOME PINE TRAIL		GREENEVILLE	TN	37745	MADISON			27.50	N	27.50	0.00	0.00	0.00				
2020	000056624-2020-2020-0000-00		IND	4212	Assessed in Err	10/18/2023 11:28:55 AM	STILLS, BRENT	5665 LOWESOME PINE TRAIL		GREENEVILLE	TN	37745	MADISON			3.50	N	3.50	0.00	0.00	0.00				
2020	000056624-2020-2020-0000-00		IND	4213	Assessed in Err	10/18/2023 11:30:00 AM	STILLS, BRENT	5665 LOWESOME PINE TRAIL		GREENEVILLE	TN	37745	MADISON			27.20	N	27.20	0.00	0.00	0.00				
2021	000056624-2021-2021-0000-00		IND	4214	Assessed in Err	10/18/2023 11:33:28 AM	STILLS, BRENT	5665 LOWESOME PINE TRAIL		GREENEVILLE	TN	37745	MADISON			3.85	N	3.85	0.00	0.00	0.00				
2021	000056624-2021-2021-0000-00		IND	4214	Assessed in Err	10/18/2023 11:33:28 AM	STILLS, BRENT	5665 LOWESOME PINE TRAIL		GREENEVILLE	TN	37745	MADISON			30.12	N	30.12	0.00	0.00	0.00				
2022	000056624-2022-2022-0000-00		IND	4215	Assessed in Err	10/18/2023 11:38:32 AM	STILLS, BRENT	5665 LOWESOME PINE TRAIL		GREENEVILLE	TN	37745	MADISON			4.21	N	4.21	0.00	0.00	0.00				
2022	000056624-2022-2022-0000-00		IND	4215	Assessed in Err	10/18/2023 11:38:32 AM	STILLS, BRENT	5665 LOWESOME PINE TRAIL		GREENEVILLE	TN	37745	MADISON			27.50	N	27.50	0.00	0.00	0.00				
Subtotal																					545.97		528.81	6.89	21.16

Authorization: _____ Date: 11/20/2023

Date run: 11/3/2023 1:04:08 PM
 Data as of: 11/2/2023 7:13:54 PM

TR-304 Bill Release Report

NCPTS V4

Report Parameters:

Release Date Start: 10/1/2023 Release Date End: 10/31/2023
 Tax District: ALL

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

Bill #	Taxpayer Name	Bill Date	Release Reason	Operator ID (Name)	Release Date	Orig Bill Amount(\$)
000000382-2023-0000-00-REG	BETHEL CHRISTIAN CHURCH	9/28/2023	Landfill error	DIANA	10/20/2023	180.00
0000001314-2023-0000-00-REG	MARLER, JAMES RAY	9/28/2023	Landfill error	DIANA	10/20/2023	687.54
0000001323-2023-0000-00-REG	MEADOWS, RONNIE LEE	9/28/2023	Landfill error	DIANA	10/20/2023	858.00
0000001773-2023-0000-00-REG	LISENBEE, REUBEN J	9/28/2023	Bldg correction	DIANA	10/9/2023	3,093.09
0000002807-2023-0000-00-REG	NORTH FORK OF THE IVY, LLC A	9/28/2023	Landfill error	DIANA	10/20/2023	1,693.09
0000003402-2023-0000-00-REG	LIND, PATRICIA	9/28/2023	Landfill error	DIANA	10/31/2023	468.76
0000003760-2023-0000-00-REG	ARRINGTON, GLADYS	9/28/2023	Landfill error	DIANA	10/20/2023	1,196.93
0000003946-2023-0000-00-REG	CHANDLER, DENITA	9/28/2023	Landfill error	DIANA	10/20/2023	4,130.50
0000004396-2023-0000-00-REG	RICE, BETTY S.	9/28/2023	Landfill error	DIANA	10/20/2023	911.76
0000004927-2023-0000-00-REG	MCDEVITT, CHARLES EDWIN	9/28/2023	Landfill error	DIANA	10/20/2023	770.21
0000005068-2023-0000-00-REG	ROBERTS, KENNETH R.	9/28/2023	Landfill error	DIANA	10/20/2023	577.16
0000005481-2023-0000-00-REG	MAYNARD, ISABELLE	9/28/2023	Landfill error	DIANA	10/20/2023	1,826.20
0000005904-2023-0000-00-REG	CRABINE, TRUMAN	9/28/2023	Landfill error	DIANA	10/20/2023	271.60
0000005905-2023-0000-00-REG	CRABINE, TRUMAN	9/28/2023	Landfill error	DIANA	10/20/2023	1,234.40
0000005976-2023-0000-00-REG	WOMBLE, OTHA & JUDITH	9/28/2023	Landfill error	DIANA	10/31/2023	1,054.08
0000006009-2023-0000-00-REG	HONEYCUTT, MICHAEL KEITH	9/28/2023	Landfill error	DIANA	10/20/2023	1,042.93
0000007037-2023-0000-00-REG	HAYES, LARRY B.	9/28/2023	Acreage change	APRIL	10/9/2023	425.56
0000007206-2023-0000-00-REG	ALLIE ACRES, LLC	9/28/2023	Landfill error	DIANA	10/20/2023	479.95
0000007299-2023-0000-00-REG	SYLVESTER, BARBARA K.	9/28/2023	Landfill error	DIANA	10/20/2023	534.74
0000007311-2023-0000-00-REG	VAUGHAN, JULIAN F.	9/28/2023	Landfill error	DIANA	10/20/2023	1,442.08
0000007826-2023-0000-00-REG	MERRILL, PHILLIP BLAKE	9/28/2023	Landfill error	DIANA	10/20/2023	661.35
0000008216-2023-0200-00-REG	PEPSI COLA BOTTLING CO OF	9/28/2023	Over Assessment	IIS_SUPP	10/12/2023	402.96

0000008216-2023-2023-0300-00-REG	PEPSI COLA BOTTLING CO OF	9/28/2023	Over Assessment	MOLLY	10/12/2023	29.37
0000008216-2023-2023-0400-00-REG	PEPSI COLA BOTTLING CO OF	9/28/2023	Over Assessment	MOLLY	10/12/2023	39.27
0000008216-2023-2023-0500-00-REG	PEPSI COLA BOTTLING CO OF	9/28/2023	Over Assessment	MOLLY	10/12/2023	28.17
0000008216-2023-2023-0600-00-REG	PEPSI COLA BOTTLING CO OF	9/28/2023	Over Assessment	MOLLY	10/12/2023	76.09
0000008216-2023-2023-1000-00-REG	PEPSI COLA BOTTLING CO OF	9/28/2023	Over Assessment	MOLLY	10/12/2023	17.54
0000008216-2023-2023-1100-00-REG	PEPSI COLA BOTTLING CO OF	9/28/2023	Less than min	MOLLY	10/12/2023	1.11
0000008216-2023-2023-1100-00-REG	PEPSI COLA BOTTLING CO OF	9/28/2023	Over Assessment	MOLLY	10/12/2023	4.02
0000008216-2023-2023-1200-00-REG	PEPSI COLA BOTTLING CO OF	9/28/2023	Over Assessment	MOLLY	10/12/2023	485.60
0000008216-2023-2023-1300-00-REG	PEPSI COLA BOTTLING CO OF	9/28/2023	Over Assessment	MOLLY	10/12/2023	44.10
0000008216-2023-2023-1400-00-REG	PEPSI COLA BOTTLING CO OF	9/28/2023	Over Assessment	MOLLY	10/12/2023	58.90
0000008430-2023-2023-0000-00-REG	PAYNE, KEVIN R	9/28/2023	Adjustment	DIANA	10/12/2023	1,624.99
0000008434-2023-2023-0000-00-REG	GEIMER, MICHAEL	9/28/2023	Landfill error	DIANA	10/31/2023	543.72
0000008476-2023-2023-0000-00-REG	BOYD, JEFFREY THOMAS	9/28/2023	Landfill error	DIANA	10/20/2023	306.23
0000009305-2023-2023-0000-00-REG	GARRETT, GORDON H.	9/28/2023	Landfill error	DIANA	10/20/2023	1,745.68
0000009554-2023-2023-0000-00-REG	MARLER, LLOYD O	9/28/2023	Landfill error	DIANA	10/20/2023	404.64
0000009605-2023-2023-0000-00-REG	BRIGMAN, JOHN	9/28/2023	Landfill error	DIANA	10/20/2023	864.67
0000010315-2023-2023-0000-00-REG	LEDFORD, SHEILA K.	9/28/2023	Landfill error	DIANA	10/20/2023	791.47
0000012689-2023-2023-0000-00-REG	EDWARDS, BOBBY D	9/28/2023	Landfill error	DIANA	10/18/2023	1,156.00
0000013302-2023-2023-0000-00-REG	COATES, ANDREW B.	9/28/2023	Sold/Traded	MOLLY	10/13/2023	78.07
0000013835-2023-2023-0000-00-REG	FORKS OF IVY MISSIONARY BAPTIST	9/28/2023	Landfill error	DIANA	10/20/2023	180.00
0000015323-2021-2021-0000-00-REG	FIDDLESTIX	9/15/2021	Business closed	MOLLY	10/25/2023	83.26
0000015323-2022-2022-0000-00-REG	FIDDLESTIX	8/21/2022	Business closed	MOLLY	10/25/2023	104.08
0000015323-2023-2023-0000-00-REG	FIDDLESTIX	9/28/2023	Business closed	MOLLY	10/25/2023	130.10
0000015850-2023-2023-0000-00-REG	STANLEY, SANDRA	9/28/2023	Adjustment	APRIL	10/10/2023	205.00
0000015945-2023-2023-0000-00-REG	HOWARD, RENA ROSENAU	9/28/2023	Correction for MH	MOLLY	10/31/2023	55.00
0000015955-2023-2023-0000-00-REG	STILLS, ALMA	9/28/2023	MH as real	MOLLY	10/13/2023	62.70
0000016041-2023-2023-0000-00-REG	WILD HARMONY PROPERTIES	9/28/2023	Business closed	MOLLY	10/11/2023	37.03
0000016057-2023-2023-0000-00-REG	QUILTS ON THE RIDGE	9/28/2023	Business closed	MOLLY	10/26/2023	47.15
0000016171-2023-2023-0000-00-REG	BANKS, MARK	9/28/2023	Landfill error	DIANA	10/20/2023	180.00
0000016293-2023-2023-0000-00-REG	BYAS, SHAE LYNN	9/28/2023	Landfill error	DIANA	10/20/2023	2,278.12
0000016599-2023-2023-0000-00-REG	BRIGGS, C WILLIAM	9/28/2023	Landfill error	DIANA	10/20/2023	2,136.13
0000016710-2023-2023-0000-00-REG	TAYLOR, HEATHER RENEE	9/28/2023	Sold/Traded	APRIL	10/24/2023	27.50
0000016944-2023-2023-0000-00-REG	SMITH, DWAIN COLON	9/28/2023	Not in County	MOLLY	10/17/2023	30.35
0000017025-2023-2023-0000-00-REG	CREEKSIDE COURT	9/28/2023	Business closed	MOLLY	10/9/2023	35.95
0000017101-2023-2023-0000-00-REG	MACONI, JAY PAUL	9/28/2023	Not in County	APRIL	10/16/2023	4.64

0000017568-2023-2023-0000-00-REG	BLACKWELL, FRANK		9/28/2023	Sold/Traded	MOLLY	10/11/2023	12.70
0000018664-2023-2023-0000-00-REG	WOMBLE, OTHA & JUDITH		9/28/2023	Landfill error	DIANA	10/31/2023	1,068.01
0000019293-2023-2023-0000-00-REG	ROBINSON, BRUCE CLYDE		9/28/2023	Landfill error	DIANA	10/20/2023	513.28
0000019500-2023-2023-0000-00-REG	CHANCE, ROY G.		9/28/2023	Acreege change	APRIL	10/9/2023	1,032.87
0000019721-2023-2023-0000-00-REG	PONDER, JAMES WARREN (LIFE EST)		9/28/2023	Landfill error	DIANA	10/20/2023	1,739.45
0000020812-2023-2023-0000-00-REG	SHORES, CINDY M.		9/28/2023	Landfill error	DIANA	10/20/2023	662.26
0000021387-2023-2023-0000-00-REG	GRIFFIN, JAMES RICKY II		9/28/2023	Landfill error	DIANA	10/20/2023	652.51
0000021390-2023-2023-0000-00-REG	BOLLINGER, JEFFREY B		9/28/2023	Landfill error	DIANA	10/20/2023	632.29
0000567805-2023-2023-0000-00-REG	IOSELLO, DANNI		9/28/2023	Landfill error	DIANA	10/20/2023	695.96
0000568233-2023-2023-0000-00-REG	EDWARDS, BOBBY		9/28/2023	Sold/Traded	DIANA	10/18/2023	133.11
0000568336-2023-2023-0000-00-REG	HAUBOLD, DAGMAR INGEBORG		9/28/2023	Landfill error	DIANA	10/20/2023	1,642.07
0000568501-2023-2023-0000-00-REG	NEMON, HOWARD		9/28/2023	Bldg correction	JESSICA WEST	10/13/2023	1,867.06
0000568556-2023-2023-0000-00-REG	LISENBE, LISA OGLE		9/28/2023	Landfill error	DIANA	10/31/2023	1,249.87
0000568694-2023-2023-0000-00-REG	MCKINNEY, MARY ANN		9/28/2023	Not in County	APRIL	10/19/2023	32.45
0000568889-2023-2023-0000-00-REG	ALLEN, CARL MICHAEL		9/28/2023	Sold/Traded	MOLLY	10/13/2023	77.73
0000569166-2023-2023-0000-00-REG	WILSON, LEONARD DONALD		9/28/2023	Situs error	MOLLY	10/10/2023	14.92
0000569262-2023-2023-0000-00-REG	STILLS, FRED SHERMONT		9/28/2023	Over Assessment	MOLLY	10/13/2023	31.35
0000569525-2023-2023-0000-00-REG	MILLARD'S APPALACHIAN SPRINGS,		9/28/2023	Landfill error	DIANA	10/20/2023	3,500.70
0000569769-2023-2023-0000-00-REG	LAUGHING WATERS FAMILY		9/28/2023	Business closed	APRIL	10/20/2023	141.80
0000569826-2023-2023-0000-00-REG	ROBINSON, MARGARET		9/28/2023	Adjustment	APRIL	10/23/2023	4,167.20
0000569906-2023-2023-0000-00-REG	EDWARDS, BOBBY		9/28/2023	Removal of SW	DIANA	10/18/2023	1,559.97
0000570329-2023-2023-0300-00-REG	WELLS FARGO FINANCIAL LEASING,		9/28/2023	Over Assessment	MOLLY	10/18/2023	1,701.05
0000571093-2023-2023-0000-00-REG	JARRETT, SANDRA KAYE		9/28/2023	MH as real	MOLLY	10/17/2023	29.00
0000571156-2021-2021-0000-00-REG	CATFISH AND OPOSSUM, LLC DBA		9/15/2021	Business closed	MOLLY	10/30/2023	171.88
0000571156-2022-2022-0000-00-REG	CATFISH AND OPOSSUM, LLC DBA		8/21/2022	Business closed	MOLLY	10/30/2023	214.85
0000571156-2023-2023-0000-00-REG	CATFISH AND OPOSSUM, LLC DBA		9/28/2023	Business closed	MOLLY	10/30/2023	268.56
0000571189-2023-2023-0400-00-REG	U.S. BANK NATIONAL ASSOCIATION		9/28/2023	Assessed In Err	APRIL	10/16/2023	4.89
0000571189-2023-2023-1300-00-REG	U.S. BANK NATIONAL ASSOCIATION		9/28/2023	Over Assessment	MOLLY	10/16/2023	39.42
0000571343-2023-2023-0000-00-REG	PEGG, JOSEPH LISTON		9/28/2023	Assessed In Err	DIANA	10/16/2023	14.50
0000571438-2023-2023-0000-00-REG	RICE, PENDER JACK		9/28/2023	Penalty In Err	MOLLY	10/17/2023	31.68
0000571608-2023-2023-0000-00-REG	THOMPSON, JAMES R.		9/28/2023	Sold/Traded	MOLLY	10/30/2023	7.79
0000571785-2023-2023-0000-00-REG	LA DOLCE VITA		9/28/2023	Business closed	MOLLY	10/31/2023	71.39
0000571785-2022-2022-0000-00-REG	LA DOLCE VITA		9/28/2023	Business closed	MOLLY	10/31/2023	71.39
0000571796-2023-2023-0000-00-REG	DREAM CATCHER		9/28/2023	Business closed	MOLLY	10/10/2023	68.88
0000571942-2023-2023-0000-00-REG	FASCIANO, RICK		9/28/2023	Sold/Traded	MOLLY	10/9/2023	86.97

0000572352-2023-2023-0000-00-REG	RAY, RICKY W.	9/28/2023	Landfill error	DIANA	10/16/2023	1,021.94
0000572543-2023-2023-0000-00-REG	MARLIN LEASING	9/28/2023	Business closed	MOLLY	10/16/2023	37.08
0000573213-2023-2023-0000-00-REG	EDEN ROCK ENTERPRISES, LLC A NC	9/28/2023	Bldg correction	APRIL	10/17/2023	1,229.20
0000573341-2023-2023-0000-00-REG	MASSEY VALLEY NATURE RETREAT	9/28/2023	Business closed	MOLLY	10/11/2023	10.01
0000573553-2023-2023-0000-00-REG	VESTAL, RODNEY	9/28/2023	Landfill error	DIANA	10/31/2023	933.14
0000573734-2023-2023-0000-00-REG	GODFREY, JEFFREY	9/28/2023	Sold/Traded	DIANA	10/13/2023	27.90
0000573767-2023-2023-0000-00-REG	HERMAN, MATTHEW BRIAN	9/28/2023	Adjustment	APRIL	10/23/2023	10.00
0000574197-2023-2023-0000-00-REG	BIG COVE, LLC A TENNESSEE LIMITED	9/28/2023	Homesite	APRIL	10/17/2023	870.96
0000574738-2023-2023-0000-00-REG	MCI COMMUNICATION SERVICES, INC.	10/6/2023	Assessed In Err	APRIL	10/6/2023	3.14
0000574808-2023-2023-0000-00-REG	TROY MADSEN (TRUCKING)	9/28/2023	Business closed	MOLLY	10/12/2023	206.50
0000574822-2023-2023-0000-00-REG	ELDRITCH TENTACLES GAMES	9/28/2023	Business closed	MOLLY	10/13/2023	14.58
0000574974-2023-2023-0000-00-REG	ARROWOOD TRUCKING	9/28/2023	Business closed	MOLLY	10/20/2023	412.50
0000575588-2023-2023-0000-00-REG	ARRINGTON, JOSEPH PAUL	9/28/2023	Not in County	MOLLY	10/10/2023	10.62
0000575664-2023-2023-0000-00-REG	ASHEVILLE AREA HABITAT FOR	9/28/2023	Exempt Property	DIANA	10/24/2023	225.00
0000575665-2023-2023-0000-00-REG	ASHEVILLE AREA HABITAT FOR	9/28/2023	Exempt Property	DIANA	10/24/2023	225.00
0000575721-2023-2023-0000-00-REG	PREMIER LANDSCAPES BY ADAM ,INC	9/28/2023	Situs error	MOLLY	10/12/2023	253.91
0000575801-2023-2023-0000-00-REG	BUCHANAN, MATTHEW WILLIAM	9/28/2023	Not in County	MOLLY	10/16/2023	88.50
0000575975-2023-2023-0000-00-REG	MCPETERS, RAY T	9/28/2023	Not in County	MOLLY	10/17/2023	4.72
0000576092-2023-2023-0000-00-REG	STANLEY, BRUCE EDWARD	9/28/2023	Landfill error	DIANA	10/20/2023	410.27
0000576344-2023-2023-0000-00-REG	MOORE, LEE	9/28/2023	Assessed In Err	MOLLY	10/9/2023	29.50
0000576364-2023-2023-0000-00-REG	SOVERN, GRANT	9/28/2023	Sold/Traded	APRIL	10/24/2023	26.50
0000576524-2023-2023-0000-00-REG	FOUNTAIN, KAREN C	9/28/2023	Over Listed	MOLLY	10/11/2023	176.47
18863-2023-2023	WOMBLE, OTHA & JUDITH	9/28/2023	Landfill error	DIANA	10/31/2023	1,460.50
19395-2023-2023	KOGA, KARL	9/28/2023	Landfill error	DIANA	10/31/2023	1,227.06
4456-2023-2023	SHELTON, JAMES	9/28/2023	Landfill error	DIANA	10/31/2023	777.97
10972-2023-2023	LEWIS, RUTH ANN	9/28/2023	Landfill error	DIANA	10/31/2023	1,296.69
19391-2023-2023	LEWIS, RUTH ANN	9/28/2023	Landfill error	DIANA	10/31/2023	1,599.79
10525-2023-2023	SAMS, LARRY	9/28/2023	Landfill error	DIANA	10/31/2023	688.65
1207-2023-2023	FORE, LESA	9/28/2023	Landfill error	DIANA	10/31/2023	888.72
2901-2023-2023	LEDFORD, ROY	9/28/2023	Landfill error	DIANA	10/31/2023	1,470.85
20853-2023-2023	BRADLEY CALDWELL PROPERTIES	9/28/2023	Landfill error	DIANA	10/31/2023	388.40
6016-2023-2023	NORFLEET, WILLIAM	9/28/2023	Landfill error	DIANA	10/31/2023	659.70
572938-2023-2023	BOYD, MARSHA & SAMUEL	9/28/2023	Landfill error	DIANA	10/31/2023	1,386.67
8596-2023-2023	STAFFORD, BARBARA	9/28/2023	Landfill error	DIANA	10/31/2023	1,416.21
13426-2023-2023	ROBERTS, ROGER & ONNIE	9/28/2023	Landfill error	DIANA	10/31/2023	577.59

574358-2023-2023	GOODE, JASON	9/28/2023	Landfill error	DIANA	10/31/2023	2,246.28
4445-2023-2023	RUBENSTEIN, BARRY	9/28/2023	Landfill error	DIANA	10/31/2023	2,422.14
4005-2023-2023	JARVIS, CHARLIE	9/28/2023	Landfill error	DIANA	10/31/2023	1,136.99
572574-2023-2023	MANEY, DUSTY	9/28/2023	Landfill error	DIANA	10/31/2023	510.65
4362-2023-2023	RAY, BLAKE	9/28/2023	Landfill error	DIANA	10/31/2023	4,342.02
7500-2023-2023	MCFALLS, DENISE	9/28/2023	Landfill error	DIANA	10/31/2023	497.80
575100-2023-2023	HUNTZINGER, BETH	9/28/2023	Landfill error	DIANA	10/31/2023	557.42
2596-2023-2023	COOMER, BERT	9/28/2023	Landfill error	DIANA	10/31/2023	382.71
20311-2023-2023	WYNNNE, JOHN & JULIE	9/28/2023	Landfill error	DIANA	10/31/2023	746.65
17924-2023-2023	RAMSEY, JOYCE	9/28/2023	Landfill error	DIANA	10/31/2023	529.95
568295-2021-2021	PONDER, BETTY	9/28/2023	Landfill error	DIANA	10/31/2023	338.34
568295-2022-2022	PONDER, BETTY	9/28/2023	Landfill error	DIANA	10/31/2023	338.34
568295-2023-2023	PONDER, BETTY	9/28/2023	Landfill error	DIANA	10/31/2023	338.34

Total



Tax Department

Diana Norton
Tax Administrator

Attachment 2.2

Date: November 14, 2023
To: Board of Commissioners
From (Department): Tax Department
Presenter: (Name): Diana Norton
Re: Kania Law Firm Update

We will be holding a sale on December 12th. This sale will include 6 properties currently in foreclosure.

Attached Document:

Recommended Action: None



Madison County Public Libraries

Kim Bellofatto
Library Director
kbellofatto@madisoncountync.gov
828.649.3741

Date: October 13, 2023
To: Board of County Commissioners
From: Kim Bellofatto – Library Director
Re: Reduction in Service fees

Attachment 2.3

A discussion within the NC Public Library Directors Association about charges for printing, scanning, and faxing led to a review of MCPL's practices by the Library Leadership Team. Our prices were significantly higher than most across the state, which we believe disadvantages Madison County citizens.

The library currently charges \$0.25 per page for a black and white copy. The current cost from the county for printing a black and white page is \$0.0062. The library currently charges \$1.00 per page for a color copy. The current cost from the county for a color copy is \$0.055. We acknowledge that there is also a cost for paper and staff time.

Following a discussion and approval from the Library Board of Trustees, I am seeking approval to reduce the rate to \$0.25 per page for all copies (black and white and color) with a bulk rate of \$0.10 per page for copies over 20 pages.

The library currently charges for faxing services at a rate of \$2 for the first pages and \$1 for all subsequent pages. This is pricing that has been in place since the library used a physical fax machine with the old rolls of thermal paper. This service is now handled through our printer, which scans documents, and a digital fax service for which we pay a small amount each year. We do have some staff time in scanning.

Following a discussion and approval from the Library Board of Trustees, for simplicity's sake for both staff and patrons, I am seeking approval to reduce the rate for faxing to \$0.25 per page.

This is in line with public libraries statewide and most importantly, makes this vital service affordable for our citizens.

I am requesting that the Board of County Commissioners approve this rate change, effective November 2023.



Madison County Administration

PO Box 579
Marshall, NC 28753
(828) 649-2854
www.madisoncountync.gov

Attachment 2.4

Date: 11/3/2023

To: Madison County Board of Commissioners

From (Department): Brandi Rice, Human Resources Director

Presenter: (Name): Consent Agenda

Re: Employee Appreciation Day

During the COVID-19 pandemic, the Board graciously approved an Employee Appreciation Day for use from November-May in lieu of an employee holiday meal. Employees have been very appreciative of the Employee Appreciation Day with positive feedback and requests for consideration of reissuance of the day again this year having been received.

I would like to request that the Board of Commissioners consider approval of an Employee Appreciation Day again, in lieu of a holiday meal. The proposed day would be available for use by employees from November 20, 2023, to May 31, 2024. The extended period of time in which employees could utilize the appreciation day would help to ensure that Emergency Services, Law Enforcement, Solid Waste and the other personnel required to work alternative holiday schedules have an opportunity to use the additional day off.

Thank you for your consideration in this matter.

2024 HOLIDAY SCHEDULE

HOLIDAY	OBSERVANCE DATE	DAY OF THE WEEK
New Year's Day	January 1 st	Monday
Martin Luther King Jr. Birthday	January 15 th	Monday
Good Friday	March 29 th	Friday
Memorial Day	May 27 th	Monday
Independence Day	July 4 th	Thursday
Labor Day	September 2 nd	Monday
Veterans Day	November 11, 2024	Monday
Thanksgiving	November 28 th and 29 th	Thursday & Friday
Christmas	December 24 th , 25 th and 26 th	Tuesday, Wednesday & Thursday

Dear Grantee,

It is my pleasure to inform you that the Dogwood Health Trust (“**Grantor**” or “**we**”) has approved a grant (the “**Grant**”) to your organization (together with any wholly owned Affiliate referenced in Exhibit A, “**Grantee**” or “**you**”) in the amount and for the project described in Exhibit A (the “**Project**”). Grantee shall use the Grant consistent with the purposes of Grantor’s tax-exempt mission to create a dramatically healthier region in Western North Carolina and in accordance with the terms herein.

This letter is a legally binding agreement between Grantor and Grantee (“**Agreement**”). Grantor and Grantee are each a “party” and collectively, the “parties.” The Agreement will be effective upon our receipt of this Agreement, signed by an authorized representative of Grantee. An electronic copy will suffice.

We will arrange for payment of the grant in accordance with the payment schedule set forth in in Exhibit A. Grantor will use reasonable commercial efforts to provide payment using the Grantee’s preferred payment method set forth in Exhibit B.

You will be required to submit report(s) to the Grantor on the use of and outcomes related to grant dollars. The Grantor may decline to consider grant renewals for Grantees who fail to do so. Please see Section 2 below and Exhibit A for additional information on the reporting requirement.

TERMS AND CONDITIONS

- 1. Use of Funds.** Grantee shall use the Grant, and any interest or other income generated by the grant funds, only for the purposes of the Project described in Exhibit A and in a manner consistent with the terms of this Agreement and the budget set forth in Exhibit A. All grant funds must be expended prior to the due date of the final report. Grantee must use the Grant to support one or more of the 18 counties and Qualla Boundary within the Grantor’s Region. Grantee may not make any changes (i) in the purposes for which the Grant is made or (ii) to any budget cost category that exceeds 10% in a budget year (assuming the budget set forth on Exhibit A has budget cost categories) without the Grantor’s prior written approval. Requests and approvals for amendments to any budget cost category that exceeds 10% in a budget year shall be handled pursuant to Grantor’s forms and procedures.
- 2. Reporting.** The Grantee will submit to Grantor the written reports set forth on Exhibit A detailing Grant progress from a programmatic perspective along with a report of expenditures and confirmation that Grantee is in compliance with the terms of this Agreement. Grantor will provide reporting instructions prior to the due date found in Exhibit A. As part of the financial final report, Grantee will report separately grant dollars spent by county benefited. In addition to written reports, Grantor may request

stories that illustrate Grantee's impact – either by requesting that Grantee share such stories or provide access to individual(s) to interview for stories. Grantor may also request photographs that illustrate Grantee's work. Grantee will assume responsibility for securing all required photo releases and usage rights for any images provided to Grantor and provide verification of such to Grantor upon request. Requests and approvals for amendments to the due date of the interim, progress or final report (includes narrative and financial) shall be handled pursuant to Grantor's forms and procedures.

3. **Recordkeeping.** Grantee shall treat the Grant and any interest or income generated by the Grant as restricted assets and shall maintain either a separate account for the Grant on Grantee's books or the Grant in a separate bank account. All expenditures made in furtherance of the Project shall be charged off against the Grant and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of the Grant. Grantee shall make all books and records pertaining to the Grant available to the Grantor at reasonable times for review and audit and shall comply with all reasonable requests of the Grantor for information and interviews regarding use of the Grant. Grantee shall keep copies of all books and records related to this grant and all reports to the Grantor for at least six years after Grantee has expended the last of the Grant.
4. **Prohibited Uses.** Grantee shall not use any portion of the funds granted in a manner inconsistent with Internal Revenue Code ("IRC") Section 501(c)(3), including:
 - a. Influencing the outcome of any specific election for candidates to public office, or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2);
 - b. Carrying on propaganda, or otherwise attempting, to influence legislation of any kind by any governmental body or by means of a public vote, interpreted in accordance with the provisions of IRC sections 4945(d)(1) and 4945(e); or
 - c. Inducing or encouraging violations of law or public policy, or causing any private inurement or improper private benefit to occur, or taking any other action inconsistent with either Grantee's (i) status as a Section 501(c)(3) public charity, or (ii) public purposes as a governmental unit described in Section 170 (c)(1), as the case may be.
5. **Regrants/Earmarking.** Grantee may regrant or loan a part of this grant if and only if such regrants fall within the stated purpose of the grant and the Agreement or are in accordance with the charitable purposes of Grantee and Grantor. Grantee acknowledges that Grantor has not earmarked Grant funds under this Agreement for any subgrantee, borrower, or contractor of Grantee, and no agreement otherwise exists that permits the Grantor to cause the selection of any such subgrantee, borrower, or contractor. Grantee has exercised or shall exercise exclusive control, in fact, over any such selection process and has made or shall make the selection of any subgrantee, borrower, or contractor completely independently of the Grantor.

6. **No Pledge.** Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by the Grantor or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other purpose. The Grant contemplated by this Agreement shall be a separate and independent transaction from any other transaction between the Grantor and Grantee or any other entity.
7. **Representation and Warranty Regarding Tax Status.**
- a. By entering into this Agreement, Grantee represents and warrants that Grantee is either (i) exempt from federal income tax under IRC Section 501(c)(3) and is not a private foundation within the meaning of IRC Section 509(a) nor a Type III non-functionally integrated IRC Section 509(a)(3) supporting organization or any other IRC Section 509(a)(3) supporting organization that is controlled directly or indirectly by a disqualified person with respect to Grantee or (ii) a governmental unit described in Section 170 (c)(1).
 - b. Grantee's tax status has not been revoked and, to Grantee's knowledge, Grantee is not under review or audit by the Internal Revenue Service. Upon request, Grantee will provide Grantor with current documentation of its tax status.
 - c. Grantee's receipt of the Grant and compliance with the terms of this Agreement will not cause Grantee to be in violation or conflict with the governing documents of Grantee or any law to which Grantee is subject, or to be in breach or default of any contract or license to which Grantee is a party; nor will it have any material adverse effect on Grantee's tax or legal status.
 - d. There is no pending proceeding or investigation directed at the Grantee by a federal, state, tribal, or local administrative agency or authority that could have a material adverse impact on the Grantee's ability to perform its obligations under this Agreement.
 - e. Grantee will not use Grant funds to compensate any person that Grantor has identified in writing to Grantee as a disqualified person within the meaning of IRC Section 4946.
 - f. If the Grantee is a council of government, Grantee represents and warrants that local governments fund its operations, appoint its directors, and supervise the organization.
8. **Notice.** Grantee shall give the Grantor immediate written notice upon the occurrence of any of the following: (i) any change in either Grantee's tax-exempt or public charity status, or its status as a governmental unit described in Section 170 (c)(1), as the case may be; (ii) a proceeding or investigation directed at the Grantee or an employee, director or officer of the Grantee by a federal, state, tribal, or local administrative agency or authority ("**Government Proceeding**") that could have a material adverse impact on

the Grantee's ability to perform its obligations under this Agreement; or (iii) a Government Proceeding related to a claim alleging the diversion of grant funds to a non-charitable purpose, financial impropriety, fraud or breach of fiduciary duty. Written notification will be provided to the General Counsel of Dogwood Health Trust at impactgrants@dht.org.

9. **Publications; License.** Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements or procedures as the Grantor may establish from time to time. Grantee grants to the Grantor a perpetual, irrevocable, fully-paid up, royalty-free, nonexclusive license to publish, use, distribute, reproduce, copy, and prepare derivative works based upon any publications, studies, or research funded by this grant at the sole discretion of the Grantor.
10. **Grant Announcements and Communications.** Grantee shall submit in advance to the Grantor, for review and revision at the sole discretion of the Grantor, any press releases or external announcements Grantee intends to make regarding the grant, and any publications referring to the grant Grantee intends to publish, other than in its internal publications (annual reports, newsletters, etc.), organizational social media, or tax returns. The Grantor, in its sole discretion, may include information on the grant in its newsletters, website, social media and periodic public reports.
11. **Terrorist Activity.** Grantee warrants that it does not support or conduct, directly or indirectly, violence or terrorist activities of any kind.
12. **Liability.** Grantee agrees that, to the extent permitted by North Carolina Tort Claims Act, Grantee will be solely responsible for its acts and omissions in carrying out the activities and purposes of the Grant.
13. **No Agency.** Grantee and not the Grantor is solely responsible for all activities supported by the Grant, the content of any product created with the grant funds, and the manner in which such products may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
14. **Assignment.** Grantee may not assign any rights or delegate any obligations created by this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of Grantor. Any assignment in violation of the foregoing is null and void. This Agreement will be binding upon the successors, legal representatives and permitted assigns of the parties.
15. **Waivers.** The failure of the Grantor to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
16. **Remedies.** Grantee shall repay to the Grantor any portion of the Grant which is not spent or committed for the charitable purposes of this Agreement. If the Grantor determines, in

its sole discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, the Grantor may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and the Grantor may demand the return of all or part of the unexpended Grant, which Grantee shall immediately repay to the Grantor. Grantor may, in its sole discretion, discontinue or suspend funding if making such payment might, in the judgment of the Grantor, expose the Grantor to liability, adverse tax consequences, or constitute a taxable expenditure. The Grantor may also avail itself of any other remedies available by law.

17. **Captions.** All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
18. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both parties.
19. **Survival.** A party's obligations under this Agreement that by their nature are intended to survive termination or expiration of this Agreement shall so survive.
20. **Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina applicable to contracts to be performed entirely within the State. For the purpose of any action or proceeding arising out of or relating to this Agreement, each of the parties hereto irrevocably (a) submits to the exclusive jurisdiction of the state courts of North Carolina and to the jurisdiction of the United States District Court for the Western District of North Carolina and (b) agrees that all claims in respect of such action or proceeding shall be heard and determined exclusively in any North Carolina state or U.S. federal court sitting in the County of Buncombe, North Carolina.

Please have an authorized officer of your organization sign this Agreement and return it to the Grantor. You may return the signed Agreement via AdobeSign, or send it to finance@dht.org or 890 Hendersonville Rd, Suite 300, Asheville, NC 28803. Please keep a copy of the signed Agreement for your files.

If you have any questions concerning this grant or the grant agreement, please don't hesitate to email impactgrants@dht.org or contact your DHT Community Investment Team contact.

On behalf of Dogwood Health Trust's Board and staff, let me express how delighted we are to support your organization. We wish you every success.

Sincerely,

Dogwood Health Trust

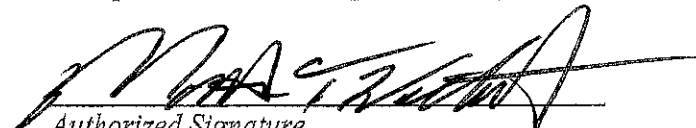
Authorized Signature

Susan Mirns, MD, MPH
Name

President & CEO
Title

Date

Accepted on behalf of organization by:


Authorized Signature

Date: November 14, 2023

Matt Weckel
Name

Chairman
Title

EXHIBIT A

Grantee legal name: County of Madison

Tax ID Number: 56-6000316

Type of organization: Government Entity

Organization contact: Rod Honeycutt, County Manager

Grant contact: Elizabeth Ayers, Madison County Extension Director

Dogwood Strategic Priority: Economic Opportunity (100%)

Project title: Madison Extension Expansion of Value-Added Kitchen

Project:

This grant will support Madison County with the project entitled, "Madison Extension Expansion of Value-Added Kitchen." Funds will be used to enhance the County Extension's program for supporting small businesses in value added food production.

Grant amount: \$250,000.00

Payment schedule:

- The entire grant amount set forth above will be disbursed within 30 days of Grantor's receipt of this signed grant agreement.*

Budget:

\$250,000 for program related expenses associated with the County Extension's value-added food production program

Reporting requirements:

EXHIBIT B

Please choose your payment method and provide the required details below.

Select...

Wire or ACH (*PREFERRED*)

<i>Bank / Institution Name</i>	
<i>ABA # (for Wire) or Routing # (for ACH)</i>	
<i>Account #</i>	

E-check, sent via email

<i>Email Address</i>	
----------------------	--

Paper check, sent via USPS

<i>Mailing Address</i>	
<i>City, State, Postal Code</i>	

For grants paid in installments, your Dogwood Impact Team contact will work with you to confirm that all requirements for subsequent payments have been met and confirm payment details at that time.



Dear Grantee,

It is my pleasure to inform you that the Dogwood Health Trust (“**Grantor**” or “**we**”) has approved a grant (the “**Grant**”) to your organization (together with any wholly owned Affiliate referenced in Exhibit A, “**Grantee**” or “**you**”) in the amount and for the project described in Exhibit A (the “**Project**”). Grantee shall use the Grant consistent with the purposes of Grantor’s tax-exempt mission to create a dramatically healthier region in Western North Carolina and in accordance with the terms herein.

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You will be required to submit report(s) to the Grantor on the use of and outcomes related to grant dollars. The Grantor may decline to consider grant renewals for Grantees who fail to do so. Please see Section 2 below and Exhibit A for additional information on the reporting requirement.

TERMS AND CONDITIONS

- 1. Use of Funds.** Grantee shall use the Grant, and any interest or other income generated by the grant funds, only for the purposes of the Project described in Exhibit A and in a manner consistent with the terms of this Agreement and the budget set forth in Exhibit A. All grant funds must be expended prior to the due date of the final report. Grantee must use the Grant to support one or more of the 18 counties and Qualla Boundary within the Grantor’s Region. Grantee may not make any changes (i) in the purposes for which the Grant is made or (ii) to any budget cost category that exceeds 10% in a budget year (assuming the budget set forth on Exhibit A has budget cost categories) without the Grantor’s prior written approval. Requests and approvals for amendments to any budget cost category that exceeds 10% in a budget year shall be handled pursuant to Grantor’s forms and procedures.
- 2. Reporting.** The Grantee will submit to Grantor the written reports set forth on Exhibit A detailing Grant progress from a programmatic perspective along with a report of expenditures and confirmation that Grantee is in compliance with the terms of this Agreement. Grantor will provide reporting instructions prior to the due date found in Exhibit A. As part of the financial final report, Grantee will report separately grant dollars spent by county benefited. In addition to written reports, Grantor may request

stories that illustrate Grantee's impact – either by requesting that Grantee share such stories or provide access to individual(s) to interview for stories. Grantor may also request photographs that illustrate Grantee's work. Grantee will assume responsibility for securing all required photo releases and usage rights for any images provided to Grantor and provide verification of such to Grantor upon request. Requests and approvals for amendments to the due date of the interim, progress or final report (includes narrative and financial) shall be handled pursuant to Grantor's forms and procedures.

3. **Recordkeeping.** Grantee shall treat the Grant and any interest or income generated by the Grant as restricted assets and shall maintain either a separate account for the Grant on Grantee's books or the Grant in a separate bank account. All expenditures made in furtherance of the Project shall be charged off against the Grant and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of the Grant. Grantee shall make all books and records pertaining to the Grant available to the Grantor at reasonable times for review and audit and shall comply with all reasonable requests of the Grantor for information and interviews regarding use of the Grant. Grantee shall keep copies of all books and records related to this grant and all reports to the Grantor for at least six years after Grantee has expended the last of the Grant.
4. **Prohibited Uses.** Grantee shall not use any portion of the funds granted in a manner inconsistent with Internal Revenue Code ("IRC") Section 501(c)(3), including:
 - a. Influencing the outcome of any specific election for candidates to public office, or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2);
 - b. Carrying on propaganda, or otherwise attempting, to influence legislation of any kind by any governmental body or by means of a public vote, interpreted in accordance with the provisions of IRC sections 4945(d)(1) and 4945(e); or
 - c. Inducing or encouraging violations of law or public policy, or causing any private inurement or improper private benefit to occur, or taking any other action inconsistent with either Grantee's (i) status as a Section 501(c)(3) public charity, or (ii) public purposes as a governmental unit described in Section 170 (c)(1), as the case may be.
5. **Regrants/Earmarking.** Grantee may regrant or loan a part of this grant if and only if such regrants fall within the stated purpose of the grant and the Agreement or are in accordance with the charitable purposes of Grantee and Grantor. Grantee acknowledges that Grantor has not earmarked Grant funds under this Agreement for any subgrantee, borrower, or contractor of Grantee, and no agreement otherwise exists that permits the Grantor to cause the selection of any such subgrantee, borrower, or contractor. Grantee has exercised or shall exercise exclusive control, in fact, over any such selection process and has made or shall make the selection of any subgrantee, borrower, or contractor completely independently of the Grantor.

6. **No Pledge.** Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by the Grantor or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other purpose. The Grant contemplated by this Agreement shall be a separate and independent transaction from any other transaction between the Grantor and Grantee or any other entity.
7. **Representation and Warranty Regarding Tax Status.**
- a. By entering into this Agreement, Grantee represents and warrants that Grantee is either (i) exempt from federal income tax under IRC Section 501(c)(3) and is not a private foundation within the meaning of IRC Section 509(a) nor a Type III non-functionally integrated IRC Section 509(a)(3) supporting organization or any other IRC Section 509(a)(3) supporting organization that is controlled directly or indirectly by a disqualified person with respect to Grantee or (ii) a governmental unit described in Section 170 (c)(1).
 - b. Grantee's tax status has not been revoked and, to Grantee's knowledge, Grantee is not under review or audit by the Internal Revenue Service. Upon request, Grantee will provide Grantor with current documentation of its tax status.
 - c. Grantee's receipt of the Grant and compliance with the terms of this Agreement will not cause Grantee to be in violation or conflict with the governing documents of Grantee or any law to which Grantee is subject, or to be in breach or default of any contract or license to which Grantee is a party; nor will it have any material adverse effect on Grantee's tax or legal status.
 - d. There is no pending proceeding or investigation directed at the Grantee by a federal, state, tribal, or local administrative agency or authority that could have a material adverse impact on the Grantee's ability to perform its obligations under this Agreement.
 - e. Grantee will not use Grant funds to compensate any person that Grantor has identified in writing to Grantee as a disqualified person within the meaning of IRC Section 4946.
 - f. If the Grantee is a council of government, Grantee represents and warrants that local governments fund its operations, appoint its directors, and supervise the organization.
8. **Notice.** Grantee shall give the Grantor immediate written notice upon the occurrence of any of the following: (i) any change in either Grantee's tax-exempt or public charity status, or its status as a governmental unit described in Section 170 (c)(1), as the case may be; (ii) a proceeding or investigation directed at the Grantee or an employee, director or officer of the Grantee by a federal, state, tribal, or local administrative agency or authority ("**Government Proceeding**") that could have a material adverse impact on

the Grantee's ability to perform its obligations under this Agreement; or (iii) a Government Proceeding related to a claim alleging the diversion of grant funds to a non-charitable purpose, financial impropriety, fraud or breach of fiduciary duty. Written notification will be provided to the General Counsel of Dogwood Health Trust at impactgrants@dht.org.

9. **Publications; License.** Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements or procedures as the Grantor may establish from time to time. Grantee grants to the Grantor a perpetual, irrevocable, fully-paid up, royalty-free, nonexclusive license to publish, use, distribute, reproduce, copy, and prepare derivative works based upon any publications, studies, or research funded by this grant at the sole discretion of the Grantor.
10. **Grant Announcements and Communications.** Grantee shall submit in advance to the Grantor, for review and revision at the sole discretion of the Grantor, any press releases or external announcements Grantee intends to make regarding the grant, and any publications referring to the grant Grantee intends to publish, other than in its internal publications (annual reports, newsletters, etc.), organizational social media, or tax returns. The Grantor, in its sole discretion, may include information on the grant in its newsletters, website, social media and periodic public reports.
11. **Terrorist Activity.** Grantee warrants that it does not support or conduct, directly or indirectly, violence or terrorist activities of any kind.
12. **Liability.** Grantee agrees that, to the extent permitted by North Carolina Tort Claims Act, Grantee will be solely responsible for its acts and omissions in carrying out the activities and purposes of the Grant.
13. **No Agency.** Grantee and not the Grantor is solely responsible for all activities supported by the Grant, the content of any product created with the grant funds, and the manner in which such products may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
14. **Assignment.** Grantee may not assign any rights or delegate any obligations created by this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of Grantor. Any assignment in violation of the foregoing is null and void. This Agreement will be binding upon the successors, legal representatives and permitted assigns of the parties.
15. **Waivers.** The failure of the Grantor to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
16. **Remedies.** Grantee shall repay to the Grantor any portion of the Grant which is not spent or committed for the charitable purposes of this Agreement. If the Grantor determines, in

its sole discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, the Grantor may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and the Grantor may demand the return of all or part of the unexpended Grant, which Grantee shall immediately repay to the Grantor. Grantor may, in its sole discretion, discontinue or suspend funding if making such payment might, in the judgment of the Grantor, expose the Grantor to liability, adverse tax consequences, or constitute a taxable expenditure. The Grantor may also avail itself of any other remedies available by law.

17. **Captions.** All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
18. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both parties.
19. **Survival.** A party's obligations under this Agreement that by their nature are intended to survive termination or expiration of this Agreement shall so survive.
20. **Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina applicable to contracts to be performed entirely within the State. For the purpose of any action or proceeding arising out of or relating to this Agreement, each of the parties hereto irrevocably (a) submits to the exclusive jurisdiction of the state courts of North Carolina and to the jurisdiction of the United States District Court for the Western District of North Carolina and (b) agrees that all claims in respect of such action or proceeding shall be heard and determined exclusively in any North Carolina state or U.S. federal court sitting in the County of Buncombe, North Carolina.

Please have an authorized officer of your organization sign this Agreement and return it to the Grantor. You may return the signed Agreement via AdobeSign, or send it to finance@dht.org or 890 Hendersonville Rd, Suite 300, Asheville, NC 28803. Please keep a copy of the signed Agreement for your files.

If you have any questions concerning this grant or the grant agreement, please don't hesitate to email impactgrants@dht.org or contact your DHT Community Investment Team contact.

On behalf of Dogwood Health Trust's Board and staff, let me express how delighted we are to support your organization. We wish you every success.

Sincerely,

Dogwood Health Trust

Susan Mims
Susan Mims [Oct 15, 2023 15:58 EDT]
Authorized Signature

Susan Mims, MD, MPH
Name

President & CEO
Title

Oct 15, 2023
Date

Accepted on behalf of organization by:

Marc Wechtel
Authorized Signature

Date: November 14, 2023

Marc Wechtel
Name

Chairman
Title

Dogwood Health Trust Grant Agreement

Request #: 3025

Click here to sign
Nov 6, 2023
Enter your job title

EXHIBIT A

Grantee legal name: County of Madison

Tax ID Number: 56-6000316

Type of organization: Government Entity

Organization contact: Mr. Rod Honeycutt, County Manager

Grant contact: Ms. Alice McVey, Treasurer for Spring Creek Community Center

Dogwood Strategic Priority: Economic Opportunity (100%)

Project title: Spring Creek Office of Rural Economic Development! (SCORED!)

Project:

This grant will support Madison County with the Project entitled, "Spring Creek Office of Rural Economic Development! (SCORED!)" Funds will be used for the public purpose of maintaining and improving a community owned asset that serves as a community center and economic development hub.

Grant amount: \$350,000.00

Payment schedule:

- The entire grant amount set forth above will be disbursed within 30 days of Grantor's receipt of this signed grant agreement.*

Budget:

\$350,000 for construction-related expenses for the Spring Creek Community Center

Reporting requirements:

*Grantee will submit mid-year reports ("**Interim Reports**") and end-of-year reports ("**Progress Reports**") to Dogwood Health Trust for the duration of this grant, as well as a final narrative and financial report ("**Final Report**") at the end of the grant period. Interim Reports must provide highlights and difficulties faced in the interim six-month period. Progress Reports and the Final Report must detail the grant progress and include*

information on the following output and outcome measurements, including progress toward targets where listed:

Outputs:

- *Square footage renovated within the Spring Creek Community Center*
 - *Target: 3,811*

Outcomes:

- *Number of businesses renting facility space*

Interim Report **Due Date: 6/30/2024**

Progress Report (narrative and financial) **Due Date: 1/31/2025**

Interim Report **Due Date: 6/30/2025**

Final Report (narrative and financial) **Due Date: 1/31/2026**

As part of the narrative final report, Grantee will report percent of grant funds spent by county, including the Qualla Boundary. This figure may be an estimate based on a good-faith approximation of the geographic breakdown of work completed.

EXHIBIT B

Please choose your payment method and provide the required details below.

Select...

Wire or ACH (PREFERRED)

<i>Bank / Institution Name</i>	
<i>ABA # (for Wire) or Routing # (for ACH)</i>	
<i>Account #</i>	

E-check, sent via email

<i>Email Address</i>	
----------------------	--

Paper check, sent via USPS

<i>Mailing Address</i> <i>City, State, Postal Code</i>	
---	--

For grants paid in installments, your Dogwood Impact Team contact will work with you to confirm that all requirements for subsequent payments have been met and confirm payment details at that time.

Select...

By clicking continue, I acknowledge that I have read and agree to the Adobe [Terms of Use](#). See our [Privacy Policy](#) for details on our privacy practices.

Grantee will submit mid-year reports ("**Interim Reports**") and end-of-year reports ("**Progress Reports**") to Dogwood Health Trust for the duration of this grant, as well as a final narrative and financial report ("**Final Report**") at the end of the grant period. **Interim Reports** must provide highlights and difficulties faced in the interim six-month period. **Progress Reports** and the **Final Report** must detail the grant progress and include information on the following output and outcome measurements, including progress toward targets where listed:

Outputs:

- o Square footage of value added kitchen space available for use*
- o Number of small business users*
- o Number of individuals completing certification*

Outcomes:

- o Value of products created in the value-added kitchen*

Interim Report	Due Date: 6/30/2024
Progress Report (narrative and financial)	Due Date: 1/31/2025
Interim Report	Due Date: 6/30/2025
Final Report (narrative and financial)	Due Date: 1/31/2026

As part of the narrative final report, Grantee will report percent of grant funds spent by county, including the Qualla Boundary. This figure may be an estimate based on a good-faith approximation of the geographic breakdown of work completed.

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF MADISON

1 December 2023

THIS LEASE AGREEMENT is made and entered into on this the day and year first above written, by and between, **MADISON COUNTY**, a Body Politic and Corporate of the State of North Carolina, hereinafter referred to as Lessor, and **PLAZA BURGER PARLOR, INC.**, a North Carolina Corporation, hereinafter referred to as Lessee; thus

WITNESSETH

THAT WHEREAS the Lessor is a political subdivision of the State of North Carolina and is the owner of the herein below demised premises; and

WHEREAS the Lessor has determined that that the demised premises will not be needed by the Lessor during the term of this Lease and desires to lease the demised premises as allowed by NC Gen. Stat. 160A-272; and

NOW THEREFORE, in consideration of the mutual benefits given and received by the parties hereto, the receipt of which is hereby acknowledged, the Lessor does hereby let and lease unto the Lessee the demised premises upon the following terms and provisions:

- 1) Term: The term of this Lease shall be for thirty-six (36) months commencing on 1 December 2023 and terminating on 30 November 2026.
- 2) Basic Rent: Rents hereunder shall be payable as follows: All payments shall be made on or before the first day of each calendar month over the term of this Lease and shall be in an amount of \$1,150.00 per month.
- 3) Demised Premises: The Premises shall be those premises containing approximately 5,000 square feet previously occupied by Kerr Drug and Flick Video and now occupied by the Plaza Burger Parlor located in the Madison Plaza Shopping Center, Highway 25, Marshall, North Carolina. The Lessee shall have common use of the sidewalks, parking lot, and maneuvering areas with other tenants of the shopping plaza provided that the Lessee cooperates with other tenants in keeping the common area clean and clear and free of hazards, trash, litter and other debris.
- 4) Covenants Regarding Use of Property and Indemnification: The Demised Premises shall be used only for the purposes of maintaining a restaurant. The Lessee will keep and maintain and comply with all ordinances, laws and regulations of authorities regarding the use of the property. The Lessee does hereby further covenant and agree to and with the Lessor that it shall indemnify

the Lessor against and shall hold the Lessor harmless from any and all liability which it may or might incur as a result of any damages at law or in equity as to the loss of person or property which might incur by reason of the Lessee's occupation of the demised premises or the acts or omissions of the Lessee, its employees, agents, and/or invitees. The Lessee further agrees that the Lessee will not permit the sale or consumption of alcoholic beverages upon the demised premises and that the Lessee will permit no activities to occur upon the demised premises which would constitute a public nuisance or interfere with the orderly conduct of business by other Lessees at the Madison Plaza Shopping Center.

- 5) Covenant of Title and Quiet Enjoyment: The Lessor covenants and warrants to the Lessee that the Lessor has full right and lawful authority to enter into this Lease for the term hereof and that provided the Lessee is not in default hereunder, Lessee's quiet and peaceable enjoyment of the premises shall not be disturbed by anyone claiming through the Lessor.
- 6) Inspection: The Lessor shall have the right at all times to enter and inspect the demised premises upon reasonable notice to Lessee.
- 7) Insurance: The parties hereto do hereby covenant and agree that the Lessor has and shall maintain upon the demised premises insurance against loss from fire and hazard. The Lessee covenants to and with the Lessor that it shall maintain a policy of general liability insurance in the amount of \$1,000,000 per occurrence which shall insure against damage or loss to person or property pertaining to the use of the demised premises by the Lessee, specifically naming the Lessor as an additional loss-payee on any such policy of insurance. The Lessee further covenants to and with the Lessor that it shall maintain adequate insurance coverage upon any and all personal property, chattels, and inventory and products on hand so as to insure the same against damage or loss from fire or hazard.
- 8) Responsibilities of Lessee: The Lessee shall be responsible for any and all damages which occur on or about the facility as a result of its negligence; to make no additions or alterations to the facility without the express prior written approval of the Lessor; to keep the premises in as good condition, including routine maintenance and cleaning, and to return the premises to the Lessor at the termination of this agreement in as good a condition as it was received at the commencement hereof, ordinary wear and tear excepted.
- 9) Fire or Casualty: If the building or the demised premises or any portion thereof shall be damaged or destroyed by fire or other casualty, the Lessor or Lessee shall have the right to terminate this Lease effective as of the date of such damage or destruction. If the Lessor and Lessee do not elect to terminate this Lease, then the rentals shall abate during the period of reconstruction.

10) Assignment or Subletting: The Lessee shall not have the right to assign this Lease or to sublet the demised premises in whole or in part, without the prior written consent of the Lessor.

11) Default and Termination:

a) Each and every one and all of the following events shall constitute an event of default:

- i) If the Lessee fails to pay any sum due from it in strict accordance with the provisions of this Lease, and does not make such payment within five days of such payment being due as herein provided. For the purposes hereof all sum due from the Lessee shall constitute rentals whether denominated as rentals or otherwise elsewhere herein.
- ii) If the Lessee fails to fully perform and comply with each and every condition and covenant of this Lease Agreement and such failure of performance continues for a period of fifteen days after notice thereof.
- iii) If the Lessee vacates or abandons the demised premises.

b) Upon the occurrence of any event of default as set forth herein above, the Lessor shall have the right, at its option, to utilize any one or more of the following rights:

- i) To cancel and terminate this Lease Agreement and all interests of the Lessee hereunder by giving notice of such cancellation and termination not less than ten days prior to the effective date of such termination. Upon the expiration of such ten day period, the Lessee shall have no further rights under this Lease Agreement.
- ii) To re-let the demised premises or any part thereof for any term, with or without terminating the Lease, and at such rentals and on such other terms as the Lessor may elect, and to alter and repair the premises as the Lessor shall deem necessary.
- iii) All other rights and remedies provided by law to Lessor with a defaulting Lessee, including all such money damages as the Lessor shall be entitled pursuant to the law of damages.

c) In the event of any conflict between any of the provisions hereof regarding the amount of time that must elapse without cure after notice of breach before the same constitutes an event of default, then the provisions establishing the greatest amount of time to cure after notice shall prevail

- 12) Binding Effect & Complete Terms: The terms, covenants, conditions, and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by the Lessor and the Lessee and by their respective heirs, successors, and assigns. All negotiations and agreements of the Lessor and the Lessee are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by the Lessor and Lessee.
- 13) Construction of Lease: This lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of the same.
- 14) Maintenance and Utility Costs: Except for damages resulting from negligence of the Lessee as set forth herein above the Lessor and Lessee shall be responsible for maintenance and utility costs as set forth below.
- a. The Lessor shall be responsible for the maintenance of the structural integrity of the demised premises, including specifically masonry walls, concrete floors, foundation and roof.
 - b. The Lessee shall be responsible for ordinary maintenance and preventative care for the electrical, plumbing and HVAC systems serving the demised premises for all such expenses up to and including \$500.00. For all expenses exceeding the sum of \$500.00 the Lessor shall be responsible for 75% of the costs of such repairs and the Lessee shall be responsible for 25% of the costs of such repairs.
 - c. The Lessee shall be responsible for all utility costs to the demised premises, including specifically water, gas, electricity, fuel, telephone, internet, and other similar services.
 - d. The Lessor shall pay for the costs of all snow removal to the common area and the Lessee shall reimburse the Lessor on a pro rata basis for the costs of snow removal based on the square footage of the demised premises (5,000) as compared to the square footage of all of the buildings in the plaza shopping center.
- 15) Taxes: The demised premises are owned by the Lessor and no ad valorem taxes are due and payable on the demised premises. The Lessee shall be responsible for and timely pay all taxes due on all business personal property located upon the demised premises.
- 16) Waiver: No failure by the Lessor to exercise any rights hereunder to which the Lessor may be entitled shall be deemed a waiver of the Lessor's right to subsequently exercise the same. The Lessee shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of the Lessor's failure to timely assert its rights. No acceleration of rentals, regardless of how often occurring, which the Lessor chooses to ignore by

thereafter accepting rental or other performance by the Lessee shall constitute a waiver of the right to thereafter accelerate rentals.

17) Notices: All notices required by this Agreement shall be forwarded to:

Lessee:

Lessor: Madison County Manager
PO Box 579
Marshall, NC 28753

Notices, demands, and requests which shall be served upon the Lessor and Lessee in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder.

18) Integration Clause: Any stipulations, representations, or agreements, oral or written, made prior to or contemporaneously with this Agreement, shall have no legal or equitable consequences, and the only agreement made and binding on the parties hereto is contained herein and it is the complete and total integration of the intent and understanding of the Lessor and Lessee.

19) Statutory Authorization: That as stated herein above this Lease is made and entered into pursuant to NCGS 160A-272 and, as required by said statute and pursuant to NCGS 160A-267 and NCGS 160A-272 the Lessor does propose to enter into the terms and provisions of this Lease Agreement which is a Lease Agreement not exceeding ten years. a. The Lessor Madison County has adopted a resolution at its 14 November 2023 Regular Business Meeting authorizing entry of this Lease after having resolved at its 26 September 2023 meeting of its intent to authorize the Lease and further giving notice by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing its intent to execute the Lease at its 14 November 2023 meeting, a copy of the notice being attached hereto as Exhibit "B".

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

MADISON COUNTY, a Body Politic and
Corporate of the State of North Carolina,
Lessor

By: 

Title: _____

(SEAL)

Attest:

By: 

Clerk to the Board

PLAZA BURGER PARLOR, INC., Lessee

By: Michelle Thomas CPA

Title: President

"EXHIBIT B"

Ad Preview

**NOTICE OF INTENT TO
AUTHORIZE LEASE**

NOW COMES Madison County and pursuant to NC Gen. Stat. 160A-272 and gives notice of Madison County's intent to enter into a Lease Agreement with Plaza Burger Parlor, Inc. for a period commencing on 1 December 2023 and ending 30 November 2026 at a monthly lease payment of \$1,150.00. The property subject to the Lease being approximately 5,000 square feet previously occupied by Kerr Drug which is currently occupied by the Plaza Burger Parlor located in the Madison Plaza Shopping Center, Highway 25, Marshall, North Carolina.

Further, It is the intent of Madison County to enter into this Lease Agreement by resolution to be adopted at its regular meeting on 14 November 2023.

This the 11th day of October 2023.

MANDY BRADLEY, Clerk
Madison County Board of
Commissioners
October 11, 2023
9375825

**RESOLUTION AUTHORIZING EXECUTION OF
A LEASE AGREEMENT BETWEEN MADISON COUNTY
AND PLAZA BURGER PARLOR, INC. FOR USE OF
COUNTY OWNED PROPERTY**

WHEREAS, Madison County owns a certain parcel of land containing an approximate 5,000 square feet space located in the Madison Plaza Shopping center, Highway 25, Marshall, North Carolina; and

WHEREAS, the County staff reports that the County does not have a need for the property for County purposes during the term of the proposed new lease and recommends that the Board of County Commissioners authorize the execution of the lease; and

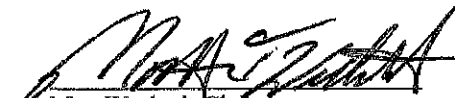
WHEREAS, public notice of this proposed lease was published at least thirty (30) days prior to this meeting date, pursuant to the provisions of NC Gen. Stat. § 160A-272.

NOW THEREFORE, BE IT HEREBY RESOLVED that the Madison County Board of Commissioners hereby determines that the property described above which is the subject of the proposed lease agreement with Plaza Burger Parlor, Inc. will not be needed for county purposes during the term of the proposed lease.

BE IT FURTHER RESOLVED that a public notice has been published pursuant to the provisions of NC Gen. Stat. §160A-272 announcing the Board's intent to authorize the lease describing the property to be leased, and stating the annual lease payments.

BE IT FURTHER RESOLVED that the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute a Lease Agreement of the above described property, with Plaza Burger Parlor, Inc., on behalf of Madison County, subject to a pre-audit certificate thereon by the County Finance Officer, if applicable. The original proposed Lease Agreement being attached hereto and incorporated herein by reference.

Adopted this the 14 day of November, 2023.


Matt Wechtel, Chairman

ATTEST:


Mandy Bradley, Clerk

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF MADISON

1 December 2023

THIS LEASE AGREEMENT is made and entered into on this the day and year first above written, by and between, **MADISON COUNTY, a Body Politic and Corporate of the State of North Carolina**, hereinafter referred to as Lessor, and **RICK BAILEY**, hereinafter referred to as Lessee; thus

W I T N E S S E T H

THAT WHEREAS the Lessor is a political subdivision of the State of North Carolina and is the owner of the herein below demised premises; and

WHEREAS the Lessor has determined that that the demised premises will not be needed by the Lessor during the term of this Lease and desires to lease the demised premises as allowed by NC Gen. Stat. 160A-272; and

NOW THEREFORE, in consideration of the mutual benefits given and received by the parties hereto, the receipt of which is hereby acknowledged, the Lessor does hereby let and lease unto the Lessee the demised premises upon the following terms and provisions:

- 1) Term: The term of this Lease shall be for thirty-six (36) months commencing on 1 December 2023 and terminating on 30 November 2026.
- 2) Basic Rent: Rents hereunder shall be payable as follows: All payments shall be made on or before the first day of each calendar month over the term of this Lease and shall be in an amount of \$1,000.00 per month.
- 3) Demised Premises: The Premises shall be those premises containing approximately 4,500 square feet now occupied by the Napa Auto Parts store located in the Madison Plaza Shopping Center, Highway 25, Marshall, North Carolina. The Lessee shall have common use of the sidewalks, parking lot, and maneuvering areas with other tenants of the shopping plaza provided that the Lessee cooperates with other tenants in keeping the common area clean and clear and free of hazards, trash, litter and other debris.
- 4) Covenants Regarding Use of Property and Indemnification: The Demised Premises shall be used only for the purposes of operating an auto parts store. The Lessee will keep and maintain and comply with all ordinances, laws and regulations of authorities regarding the use of the property. The Lessee does hereby further covenant and agree to and with the Lessor that it shall indemnify the Lessor against and shall hold the Lessor harmless from any and all liability which it may or might incur as a result of any damages at law or in equity as to the loss of person or property which might incur by reason of the Lessee's occupation of the demised premises or the acts or omissions of the Lessee, its employees, agents, and/or invitees. The Lessee further agrees that the

Lessee will not permit the sale or consumption of alcoholic beverages upon the demised premises and that the Lessee will permit no activities to occur upon the demised premises which would constitute a public nuisance or interfere with the orderly conduct of business by other Lessees at the Madison Plaza Shopping Center.

- 5) Covenant of Title and Quiet Enjoyment: The Lessor covenants and warrants to the Lessee that the Lessor has full right and lawful authority to enter into this Lease for the term hereof and that provided the Lessee is not in default hereunder, Lessee's quiet and peaceable enjoyment of the premises shall not be disturbed by anyone claiming through the Lessor.
- 6) Inspection: The Lessor shall have the right at all times to enter and inspect the demised premises upon reasonable notice to Lessee.
- 7) Insurance: The parties hereto do hereby covenant and agree that the Lessor has and shall maintain upon the demised premises insurance against loss from fire and hazard. The Lessee covenants to and with the Lessor that it shall maintain a policy of general liability insurance in the amount of \$1,000,000 per occurrence which shall insure against damage or loss to person or property pertaining to the use of the demised premises by the Lessee, specifically naming the Lessor as an additional loss-payee on any such policy of insurance. The Lessee further covenants to and with the Lessor that it shall maintain adequate insurance coverage upon any and all personal property, chattels, and inventory and products on hand so as to insure the same against damage or loss from fire or hazard.
- 8) Responsibilities of Lessee: The Lessee shall be responsible for any and all damages which occur on or about the facility as a result of its negligence; to make no additions or alterations to the facility without the express prior written approval of the Lessor; to keep the premises in as good condition, including routine maintenance and cleaning, and to return the premises to the Lessor at the termination of this agreement in as good a condition as it was received at the commencement hereof, ordinary wear and tear excepted.
- 9) Fire or Casualty: If the building or the demised premises or any portion thereof shall be damaged or destroyed by fire or other casualty, the Lessor or Lessee shall have the right to terminate this Lease effective as of the date of such damage or destruction. If the Lessor and Lessee do not elect to terminate this Lease, then the rentals shall abate during the period of reconstruction.
- 10) Assignment or Subletting: The Lessee shall not have the right to assign this Lease or to sublet the demised premises in whole or in part, without the prior written consent of the Lessor.

11) Default and Termination:

- a) Each and every one and all of the following events shall constitute an event of default:
- i) If the Lessee fails to pay any sum due from it in strict accordance with the provisions of this Lease, and does not make such payment within five days of such payment being due as herein provided. For the purposes hereof all sum due from the Lessee shall constitute rentals whether denominated as rentals or otherwise elsewhere herein.
 - ii) If the Lessee fails to fully perform and comply with each and every condition and covenant of this Lease Agreement and such failure of performance continues for a period of fifteen days after notice thereof.
 - iii) If the Lessee vacates or abandons the demised premises.
- b) Upon the occurrence of any event of default as set forth herein above, the Lessor shall have the right, at its option, to utilize any one or more of the following rights:
- i) To cancel and terminate this Lease Agreement and all interests of the Lessee hereunder by giving notice of such cancellation and termination not less than ten days prior to the effective date of such termination. Upon the expiration of such ten day period, the Lessee shall have no further rights under this Lease Agreement.
 - ii) To re-let the demised premises or any part thereof for any term, with or without terminating the Lease, and at such rentals and on such other terms as the Lessor may elect, and to alter and repair the premises as the Lessor shall deem necessary.
 - iii) All other rights and remedies provided by law to Lessor with a defaulting Lessee, including all such money damages as the Lessor shall be entitled pursuant to the law of damages.
- c) In the event of any conflict between any of the provisions hereof regarding the amount of time that must elapse without cure after notice of breach before the same constitutes an event of default, then the provisions establishing the greatest amount of time to cure after notice shall prevail

12) Binding Effect & Complete Terms: The terms, covenants, conditions, and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by the Lessor and the Lessee and by their respective heirs, successors, and assigns. All negotiations and agreements of the Lessor and the Lessee are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by the Lessor and Lessee.

- 13) Construction of Lease: This lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of the same.
- 14) Maintenance and Utility Costs: Except for damages resulting from negligence of the Lessee as set forth herein above the Lessor and Lessee shall be responsible for maintenance and utility costs as set forth below.
- a. The Lessor shall be responsible for the maintenance of the structural integrity of the demised premises, including specifically masonry walls, concrete floors, foundation and roof.
 - b. The Lessee shall be responsible for ordinary maintenance and preventative care for the electrical, plumbing and HVAC systems serving the demised premises for all such expenses up to and including \$500.00. For all expenses exceeding the sum of \$500.00 the Lessor shall be responsible for 75% of the costs of such repairs and the Lessee shall be responsible for 25% of the costs of such repairs.
 - c. The Lessee shall be responsible for all utility costs to the demised premises, including specifically water, gas, electricity, fuel, telephone, internet, and other similar services.
 - d. The Lessor shall pay for the costs of all snow removal to the common area and the Lessee shall reimburse the Lessor on a pro rata basis for the costs of snow removal based on the square footage of the demised premises (4,500) as compared to the square footage of all of the buildings in the plaza shopping center.
- 15) Taxes: The demised premises are owned by the Lessor and no ad valorem taxes are due and payable on the demised premises. The Lessee shall be responsible for and timely pay all taxes due on all business personal property located upon the demised premises.
- 16) Waiver: No failure by the Lessor to exercise any rights hereunder to which the Lessor may be entitled shall be deemed a waiver of the Lessor's right to subsequently exercise the same. The Lessee shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of the Lessor's failure to timely assert its rights. No acceleration of rentals, regardless of how often occurring, which the Lessor chooses to ignore by thereafter accepting rental or other performance by the Lessee shall constitute a waiver of the right to thereafter accelerate rentals.

17) Notices: All notices required by this Agreement shall be forwarded to:

Lessee:

Lessor: Madison County Manager
PO Box 579
Marshall, NC 28753

Notices, demands, and requests which shall be served upon the Lessor and Lessee in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder.

18) Integration Clause: Any stipulations, representations, or agreements, parol or written, made prior to or contemporaneously with this Agreement, shall have no legal or equitable consequences, and the only agreement made and binding on the parties hereto in contained herein and it is the complete and total integration of the intent and understanding of the Lessor and Lessee.

19) Statutory Authorization: Statutory Authorization: That as stated herein above this Lease is made and entered into pursuant to NCGS 160A-272 and, as required by said statute and pursuant to NCGS 160A-267 and NCGS 160A-272 the Lessor does propose to enter into the terms and provisions of this Lease Agreement which is a Lease Agreement not exceeding ten years. a. The Lessor Madison County has adopted a resolution at its 14 November 2023 Regular Business Meeting authorizing entry of this Lease after having resolved at its 26 September 2023 meeting of its intent to authorize the Lease and further giving notice by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing its intent to execute the Lease at its 14 November 2023 meeting, a copy of the notice being attached hereto as Exhibit "B".

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

MADISON COUNTY, a Body Politic and Corporate of the State of North Carolina, Lessor

By: [Signature]
Title: _____

(SEAL)

Attest:

By: [Signature]
Clerk to the Board

[Signature] (SEAL)
RICK BAILEY, Lessee

Ad Preview

**NOTICE OF INTENT TO
AUTHORIZE LEASE**

NOW COMES Madison County and pursuant to NC Gen. Stat. 160A-272 and gives notice of Madison County's intent to enter into a Lease Agreement with Rick Bailey for a period commencing on 1 December 2023 and ending 30 November 2026 at a monthly lease payment of \$1,000.00. The property subject to the Lease being approximately 4,500 square feet which is currently occupied by the Napa Auto Parts Store located in the Madison Plaza Shopping Center, Highway 25, Marshall, North Carolina.

Further, it is the intent of Madison County to enter into this Lease Agreement by resolution to be adopted at its regular meeting on 14 November 2023.

This the 11th day of October 2023.

MANDY BRADLEY, Clerk
Madison County Board of
Commissioners
October 11, 2023
9375874

**RESOLUTION AUTHORIZING EXECUTION
OF A LEASE AGREEMENT BETWEEN MADISON COUNTY
AND RICK BAILEY FOR USE OF COUNTY OWNED PROPERTY**

WHEREAS, Madison County owns a certain parcel of land containing an approximate 4,500 square feet space located in the Madison Plaza Shopping Center, Highway 25, Marshall, North Carolina; and

WHEREAS, the County staff reports that the County does not have a need for the property for County purposes during the term of the proposed new lease and recommends that the Board of County Commissioners authorize the execution of the lease; and

WHEREAS, public notice of this proposed lease was published at least thirty (30) days prior to this meeting date, pursuant to the provisions of NC Gen. Stat. § 160A-272.

NOW THEREFORE, BE IT HEREBY RESOLVED that the Madison County Board of Commissioners hereby determines that the property described above which is the subject of the proposed lease agreement with Rick Bailey will not be needed for county purposes during the term of the proposed lease.

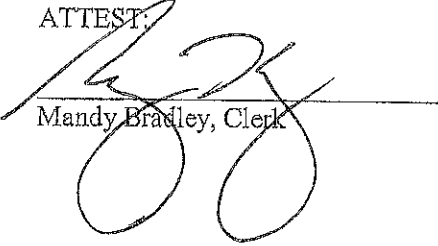
BE IT FURTHER RESOLVED that a public notice has been published pursuant to the provisions of NC Gen. Stat. §160A-272 announcing the Board's intent to authorize the lease describing the property to be leased, and stating the annual lease payments.

BE IT FURTHER RESOLVED that the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute a Lease Agreement of the above described property, with Rick Bailey, on behalf of Madison County, subject to a pre-audit certificate thereon by the County Finance Officer, if applicable. The original proposed Lease Agreement being attached hereto and incorporated herein by reference.

Adopted this the 14 day of November, 2023.


Matt Wechtel, Chairman

ATTEST:


Mandy Bradley, Clerk

Madison County Purchasing and Payables Policy - current

11.3 Unauthorized Purchases

Certain items should not be purchased by County employees. Any of the following items listed below have been deemed inappropriate for purchase by County employees:

5. Personal purchases or for personal identification
6. A single purchase that exceeds the cardholder's single purchase limit
7. Cash advances
8. Gift Cards
9. Meals, gasoline, or entertainment expenses
10. Alcoholic beverages
11. Purchase of in-room movies during a hotel/ motel stay while on County business

Madison County Purchasing and Payables Policy - recommended

11.3 Unauthorized Purchases

Certain items should not be purchased by County employees. Any of the following items listed below have been deemed inappropriate for purchase by County employees:

5. Personal purchases or for personal identification
6. A single purchase that exceeds the cardholder's single purchase limit
7. Cash advances
8. Gift Cards
9. Gasoline, or entertainment expenses
10. Alcoholic beverages
11. Purchase of in-room movies during a hotel/ motel stay while on County business
12. Meals. Unless budgeted and adhered to county meal reimbursement rates; to allow for employee recognition; to provide for nutrition site expenses; or used as noted in the Juvenile Handbook (Item IV, Level 2).

**MADISON COUNTY
TAX COLLECTOR'S ANNUAL SETTLEMENT OF 2022 TAXES
SWORN REPORT STATEMENT**

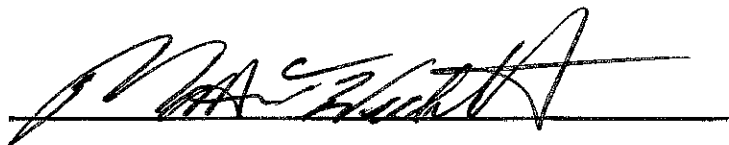
The sworn report presented to the Madison County Board of Commissioners this 14th day of November, 2023, by Diana Norton, Tax Administrator for Madison County, contains the required information set forth in N.C.G.S 105-373 of the Machinery Act of North Carolina.

I, Diana Norton, attest to the fact that the information provided in this Annual Settlement of 2022 Taxes is accurate to the best of my knowledge and that diligent efforts to collect taxes due were made using available collection remedies as provided by the North Carolina Machinery Act.

A handwritten signature in cursive script, appearing to read "Diana Norton", is written over a solid horizontal line.

Diana Norton, Madison County Tax Administrator

Subscribed and sworn to before the Madison County Board of Commissioners this the 14th day of November, 2023 at the regular monthly scheduled meeting.

A handwritten signature in cursive script, appearing to read "Matthew Wechtel", is written over a solid horizontal line.

Matthew Wechtel, Chairman
Madison County Board of Commissioners

ORDER OF COLLECTION

2023 TAXES

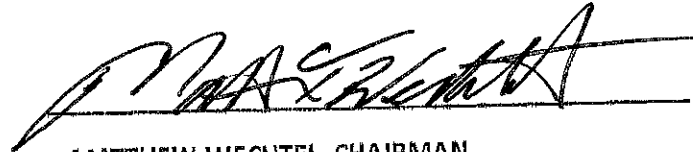
(As required by GS 105-321)

**STATE OF NORTH CAROLINA
COUNTY OF MADISON**

TO THE TAX COLLECTOR OF THE COUNTY OF MADISON:

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

WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 14TH DAY OF NOVEMBER, 2023



MATTHEW WECHTEL, CHAIRMAN
MADISON COUNTY BOARD OF COMMISSIONERS

ATTEST:



CLERK TO THE BOARD
MADISON COUNTY COMMISSIONERS



Madison County Commissioners Meeting

Public Comment

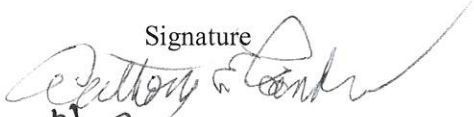


November 14, 2023

7:00pm

North Carolina Cooperative Extension-Madison County Center

3 Minute Time Limit

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

	Name	Signature
1.	Tony Borden	
2.	Bryan Bramlett	
3.	Patricia Thompson	
4.		
5.		
6.		
7.		
8.		
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**Madison County
Board of Commissioners**

**Budget Amendment #5
November 14, 2023**

Description	Line Item	Debit	Credit
Library			
LSTA Food Literacy	10.6110.4700		\$ 1,722.00
Travel	10.6110.3110	\$ 500.00	
Childrens Programming	10.6110.5801	\$ 323.85	
Space Science	10.6110.5725		\$ 2,082.00
Space Science	10.3611.5725		\$ 1,000.00
Friends of the Library	10.3611.4420		\$ 823.85
Correct FY23 carry forward amounts: record donation			\$ 5,627.85
Maintenance			
Buidling Maintenance	10.4261.3510	\$24,005.00	
Paving of ABTech and Helipad			
Administration			
Sale of Capital Land	10.3835.4816		\$ 175,000.00
Island Gym/Town of Marshall	10.4110.7600	\$ 171,830.20	
Dogwood Trust Grant Assistance	10.5211.3930	\$ 4,500.00	
Dogwood Trust Grant Assistance	10.3511.3930		\$ 4,500.00
Interest	10.3831.4910		\$ 24,005.00
Soil and Water			
Dept of Agriculture(StRAP)	33.4965.6500	\$ 125,500.00	
Dept of Agriculture(StRAP)	33.3495.6500		\$ 125,500.00
Opioid Settlement Fund			
Professional Services	37.6500.1990		\$ 142,832.70
Travel	37.6500.3110	\$ 2,000.00	
Training	37.6500.3950	\$ 1,000.00	
Phone	37.6500.3210	\$ 3,000.00	
Office Supplies	37.6500.2610	\$ 1,000.00	
Insurance	37.6500.4510	\$ 800.00	
Fuel	37.6500.2510	\$ 2,500.00	
Vehicle Maintenance	37.6500.3530	\$ 7,500.00	
Drug Testing	37.6500.1970	\$ 500.00	
Professional Services/Assistance	37.6500.1990	\$ 60,000.00	
Salary	37.6500.1210	\$ 45,000.00	
FICA	37.6500.1810	\$ 3,442.50	
Retirement	37.6500.1820	\$ 6,147.00	
Health Insurance	37.6500.1830	\$ 9,405.00	

Workers Compensation	37.6500.1860	\$	45.00
Unemployment Insurance	37.6500.1850	\$	450.00
Life Insurance	37.6500.1890	\$	43.20
Adjust from previous. Move from GPO to SRF			

Information Technology

Cybersecurity Grant	10.4931.7000	\$	100,000.00
Cybersecurity Grant	10.3437.7000		\$ 100,000.00

SCIF Directed Courthouse Grant

Rent	34.5211.2711	\$	47,000.00
Planning/Architect	34.5211.2712	\$	63,000.00
Roof Repairs	34.5211.2713	\$	10,000.00
Interior Renovations	34.5211.2714	\$	808,627.00
Retrofit/Movement	34.5211.2715	\$	104,000.00
Alarm System	34.5211.2716	\$	19,000.00
Egress	34.5211.2717	\$	60,000.00
Courthouse Planning	34.5211.0100		\$ 1,111,627.00

Schools/Education

Needs Based School Capital	10.5911.6350	\$	227,488.22
State Grant/Lottery Funds	10.3591.0000		\$ 227,488.22
Needs Based School Capital	10.5911.6350	\$	672,904.02
State Grant/Lottery Funds	10.3591.0000		\$ 672,904.02
Funding request #5 and #6			

Sales Tax

1/4 cent sales tax	10.3232.3115		\$ 57,465.77
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Education/Schools

1/4 cent sales tax	10.5911.7200	\$	57,465.77
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Contingency	10.7000.0000	\$	13,601.65
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**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND
CONTRACTOR – PAYMENT**

Spring Creek Community Center Building Roof Replacement

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

This **AGREEMENT** is made as of the ____ day of _____, in the year 2023, by and between the following parties, for services in connection with the Project identified below.

OWNER:

Madison County Government
PO Box 579
Marshall, NC 28753

CONTRACTOR:

Jeff's Roofing, Inc.
915 Higgins Branch Road
Mars Hill, NC 28754

PROJECT:

(Include Project name and location as it will appear in the Contract Documents)

Project name: Spring Creek Community Center Building Roof Replacement

Project location: Spring Creek Community Center
13075 NC-209
Hot Springs, NC 28743

In consideration of the mutual covenants and obligations contained herein, Owner and Contractor agree as set forth herein.

Article 1 **Scope of Work**

1.1 Contractor shall perform all construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2 **Contract Documents**

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with *Standard Form of General Conditions of Contract Between Owner* ("General Conditions of Contract");

2.1.2 The Basis of Contract Documents, including the Owner's Project Criteria, Contractor's Proposal and the Deviation List, if any, contained in the Contractor's Proposal, which shall specifically identify any and all deviations from Owner's Project Criteria;

2.1.3 This Agreement, including all exhibits and attachments, executed by Owner (List for example, performance standard requirements, performance incentive requirements, markup exhibits, allowances, or unit prices);

2.1.4 The General Conditions of Contract;

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract; and

2.1.6 Supplementary General Conditions.

Article 3 **Interpretation and Intent**

3.1 Contractor and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Contractor and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Contractor and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. Conflicts existing within Section 2.1.2 shall be resolved by giving precedence first to the Deviation List, if any, then the Owner's Project Criteria, and then the Contractor's Proposal.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given to them in the General Conditions of Contract and in applicable Supplementary General Conditions.

3.4 If Owner's Project Criteria contain design specifications: (a) Contractor shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Contractor shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Contractor and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4 **Ownership of Work Product**

4.1 **Work Product.** All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Contractor to Owner under this Agreement ("Work Product") are deemed to be instruments of service which become the property of

the Owner. The Contractor shall have no ownership and property interests (including, but not limited to, intellectual property interests, copyrights, and patents).

4.2 Use of Work Product on other Projects. The Contractor shall have no liability for use of the Work product on other projects by the Owner or others and any such use shall be at the user's risk.

Article 5 **Contract Time**

5.1 Date of Commencement. The Work shall commence within five (5) days of Contractor's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing. The parties agree that the Date of Commencement shall be no later than December 15, 2023, after this Agreement is fully executed.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than 90 consecutive calendar days after the Date of Commencement ("Scheduled Substantial Completion Date"). Substantial Completion is the date upon which the Work is sufficiently complete so that the Owner can occupy and use the Project for its intended purposes pursuant to the definition of Substantial Completion or Substantially Complete set forth in Section 1.2.18 of the General Conditions of Contract.

5.2.2 Contractor shall use its best efforts to meet interim milestones, and shall achieve Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") as follows:

5.2.3 Final Completion of the Work shall be achieved no later than thirty (30) calendar days after the date of Substantial Completion. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Contractor mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages.

5.4.1 Contractor understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Contractor agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Date (the "LD Date"), Contractor shall pay Owner FIVE HUNDRED Dollars (\$500) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

5.4.2 Contractor understands that if Final Completion is not achieved within thirty (30) calendar days after the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Contractor agrees that if Final Completion is not achieved within thirty (30) calendar days after the Scheduled Substantial Completion, Contractor shall pay to Owner TWO HUNDRED FIFTY Dollars (\$250), as liquidated damages for each calendar day that Final Completion is delayed beyond the above-referenced number of days.

Article Six **Contract Price**

6.1 Contract Price. Owner shall pay Contractor in accordance with Article 6 of the General Conditions of Contract the sum of Two Hundred Nine Thousand Five Hundred Dollars (\$209,500.00) ("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.2 Changes in Contract Price Involving Unit Prices. If the Contract Price requires an adjustment due to performance of Work subject to application of unit prices set forth in the Unit Prices Exhibit, the adjustment shall be product of the number of units of Work multiplied by the applicable unit price. No markups, overhead, profit, or other additional costs and charges shall be allowed for the performance of such unit price Work.

6.3 Allowance Items and Allowance Values.

6.3.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in an Allowance Exhibit attached hereto and incorporated herein.

6.3.2 Contractor and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Contractor and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values.

6.3.3 No work shall be performed on any Allowance Item without Contractor first obtaining in writing advanced authorization to proceed from Owner.

6.3.4 The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Contractor's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

6.3.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Sections 6.3.3 and 6.3.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Contractor for the particular Allowance Item and the Allowance Value.

Article 7 **Procedure for Payment**

7.1 Payment

7.1.1 Owner shall pay contractor the full contract price upon completion of the work unless mutually agreed on by the Owner and Contractor.

Article 8 **Termination for Convenience**

8.1 Upon ten (10) days' written notice to Contractor, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Contractor for the following:

8.1.1 The cost of Work performed as of the date the Contractor receives the written notice of termination.

Article 9 Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Rod Honeycutt, County Manager
c/o Madison County Government
PO Box 579
Marshall, NC 28753
828.649.2854

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Jeffrey Wood, Owner
Jeff's Roofing, Inc.
915 Higgins Branch Road
Mars Hill, NC 28764
828.779.3472

9.2 Contractor's Representatives.

9.2.1 Contractor designates the individual listed below as its Senior Representative ("Contractor's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Jeffrey Wood, Owner
Jeff's Roofing, Inc.
915 Higgins Branch Road
Mars Hill, NC 28764
828.779.3472

9.2.2 Contractor designates the individual listed below as its Contractor's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Jeffrey Wood, Owner
Jeff's Roofing, Inc.
915 Higgins Branch Road
Mars Hill, NC 28764
828.779.3472

Article 10 **Insurance**

10.1 Insurance. Contractor and Owner shall procure the Insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

Article 11 **Other Provisions**

11.1 Other provisions, if any, are as follows:

11.1.1 Litigation. Any claims, disputes, or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in the state and county in which the Project is located.

11.1.2 E-Verify. The Contractor and the Contractor's Subcontractors are required to comply with the E-Verify requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina regarding employees as a term of this Contract made essential to this Contract by the provisions of § 143-133.3 of the General Statutes of North Carolina. The Contractor represents to and covenants with the Owner that the Contractor and its Subcontractors will fully comply with those statutory E-Verify requirements.

11.1.3 Jessica Lunsford Act. Under North Carolina law, certain sex offenders are prohibited from coming onto school campuses. The Contractor agrees to conduct a check of all its employees and require its Subcontractors to conduct checks of its employees working at the Project site on the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program, and the National Sex Offender Registry.

11.1.4 Access to Records

1. The Contractor shall maintain full, accurate, and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the funds provided under this Agreement separate from accounts for other awards, monetary contributions, or other revenue sources for this Project and make available.

2. The Contractor shall retain all financial records, supporting documents, and all other pertinent records related to this Agreement and the Project for a period of five (5) years from the Termination Date, but in the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

11.1.5 Licenses, Certifications, Permits, Accreditation. The Contractor shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to Owner's proof of any licensure, certification, permit or accreditation upon request.

11.1.6 Solicitation of Small Businesses and Historically Underutilized Businesses.

a. If the Contractor intends to let any subcontracts, it shall encourage and promote the use of small businesses and historically underutilized businesses, such as (1) assuring that small and historically underutilized businesses are solicited whenever they are potential sources; (2) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and historically underutilized businesses; (3) establishing delivery schedules, where the requirement permits, which encourage participation

by small and historically underutilized businesses; and (4) using the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.

b. For the purposes of this Agreement, an entity shall qualify (1) as an "historically underutilized business" if it is currently certified as such under Chapter 143, Section 128.4 of the N.C. General Statutes, and (2) as a "small business" if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

In executing this Agreement, Owner and Contractor each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER

CONTRACTOR

Madison County Government

Jeffs Roofing, Inc.

Matt Wechtel, Chairman, Board of Commissioners Jeffrey Wood

By:

By:

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

Date:

Date:

Preaudit Certificate

This Instrument has been preaudited in the manner required by the Budget and Fiscal Control Act.

Signature:

Kay Ledford

Finance Officer

(Seal)

Printed Name:

Title: