State of North Carolina

Minutes

County of Madison

The Madison County Board of Commissioners met in regular session on Tuesday, March 11, 2025, 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 Jeremy Hensley, Commissioner Michael Garrison, Commissioner Bill Briggs, Commissioner Alan Wyatt, County Manager Rod Honeycutt, County Attorney Donny Laws, and Clerk Mandy Bradley.

The meeting was called to order at 7:07 p.m. by Chairman Wechtel and the Pledge of Allegiance and moment of silence were observed.

Agenda Item 1: Agenda Approval

Chairman Wechtel requested to amend the agenda as follows:

- Item 2g-Remove from consent agenda and move to closed session as Item 7i
- Item 6a-Move to closed session as Item 7j
- Item 6b-Move to closed session as Item 7k

County Manager Rod Honeycutt requested to amend the agenda as follows:

- Item 7f-County Board Appointments

Upon motion by Chairman Wechtel and second by Vice-Chairman Hensley, the Boad voted unanimously to amend the agenda as I have just explained. (Attachment 1.1)

Agenda Item 2: Consent Agenda

a. Tax Refunds and Releases (Attachment 2.1)
b. S.L. 2021-180 State Capital Infrastructure Fund Directed Grant Amended Capital Project Ordinance(Attachment 2.2)
c. Madison County Public School System Repair and Renovations Fund Request (Attachment 2.3)
d. Amended Capital Project Ordinance Spring Creek Community Center Building (Attachment 2.4)
e. Resolution Approving the French Broad River Metropolitan Planning Organization Memorandum of Understanding (Attachment 2.5)
f. Cooperative Extension Value Added Kitchen Amended Capital Project Ordinance (Attachment 2.6)
h. Spring Creek Community Center Building Construction Contract (Attachment 2.8)
I. ASPCA Grant Agreement (Attachment 2.9)
i. Approval of February 3, 2025 (Special) Meeting Minutes; February 11, 2025 (Regular and Recessed) Meeting Minutes

Chairman Wechtel read the items contained in the consent agenda into the record.

Upon motion by Vice-Chairman Hensley and second by Commissioner Wyatt, the Board voted unanimously to approve the consent agenda.

Agenda Item 3: Public Comment

Matthew Ponder spoke regarding the Board and Zoning
Hassena Kassim spoke regarding the Fairview Water System
Connie Molland spoke regarding downtown Marshall

Upon motion by Commissioner Garrison and second by Vice-Chairman Hensley, the Board voted unanimously to close public comment. (Attachment 3.1)

Agenda Item 4: Chris Watson, Community Housing Coalition

Mr. Watson provided an update regarding the Madison Alliance for Rebuilding Communities and answered questions from the Board. Information provided included work of the Alliance for recovery from the Hurricane Helene event, partnerships, outreach, statistics and housing needs in the County, and upcoming events.

Agenda Item 5: Kary Ledford, Finance Officer

a. Budget Amendment #9

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

Upon motion by Commissioner Wyatt and second by Commissioner Garrison, the Board voted unanimously to approve Budget Amendment #9. (Attachment 5.1)

b. Financial Report

Ms. Ledford presented and discussed the financial report for the month of February 2025. (Attachment 5.2)

Agenda Item 7: Rod Honeycutt, County Manager

County Manager's Update

County Manager Honeycutt provided updates and discussed information including the covered arena project at the fairgrounds, County compliance findings provided by the North Carolina State Auditor's Office, NASA exhibit at the Marshall Library, temporary facilities, private property and waterway debris removal projects, State Cashflow Loan Program, and FEMA Public Assistance.

a. Consideration of Vehicle Donation Acceptance

Manager Honeycutt presented and discussed the proposed acceptance of a vehicle donation from the Town of Marshall for utilization by the Sheriff's Office.

Upon motion by Chairman Wechtel and second by Commissioner Hensley, the Board voted unanimously to accept the donation from the Town of Marshall for the Madison County Sheriff's Department. (Attachment 7.1)

b. County Owned Surplus Property

Manager Honeycutt presented and discussed the previously accept bid in consideration of final acceptance by the Board for property identification number 9841-47-5742.

Upon motion by Commissioner Garrison and second by Wyatt, the Board voted unanimously to accept.

c. Upper Laurel Community Center Organization Lease and Resolution

Manager Honeycut presented and discussed the proposed lease and resolution for the Upper Laurel Community Center Organization, noting Marsha Boyd, community center representative as being in attendance at the meeting.

Upon motion by Chairman Wechtel and second by Commissioner Wyatt, with discussion being had by the Board and Manager Honeycutt, and counsel being provided by County Attorney Laws, the Board voted unanimously to approve. (Attachment 7.3)

d. Spring Creek Community Center Lease and Resolution

Manager Honeycut presented and discussed the proposed lease and resolution for the Spring Creek Community Center. Alice McVey, community center representative addressed the Board to discuss the proposed lease.

Upon motion by Chairman Wechtel and second by Commissioner Garrison, with discussion being had, the Board voted unanimously to table the discussion on the lease for the Spring Creek Community Center pending additional consultation between the County and the community center representatives.

e. Walnut Community Center Foundation Lease and Resolution

Manager Honeycut presented and discussed the proposed lease and resolution for the Walnut Community Center Foundation. Nikki Reed, community center representative addressed the Board to discuss the proposed lease.

Upon motion by Chairman Wechtel and second by Commissioner Wyatt, the Board voted unanimously to table the discussion for the lease with the Walnut Community Center Foundation so that they can have additional discussion with County staff in order to make sure that everybody's on the same page and understand exactly what expectations are on behalf of each party involved.

f. County Board Appointments

Discussion was had regarding membership for the Board of Adjustment.

- Upon motion by Chairman Wechtel and second by Vice-Chairman Hensley, the Board voted unanimously to reappoint Mr. Ernest Remsey for a three (3) year term on the Board of Adjustment.
- Upon motion by Commissioner Garrison and second by Commissioner Wyatt, with clarification of the motion by Chairman Wechtel, the Board voted unanimously to reappoint Tyler Harwood.

Discussion was had regarding membership for the Transportation Advisory Board.

- Upon motion by Chairman Wechtel and second by Vice-Chairman Hensley, the Board voted unanimously to table to position for the Transportation Advisory Board.

g. Engineering Agreement Hot Springs Water Project, h. Construction Contract and Notice to Proceed Marshall Water Project, i. Construction Contract and Notice to Proceed Mars Hill Water Project

Upon motion by Chairman Wechtel and second by Vice-Chairman Hensley, with discussion being had, the Board voted unanimously to go into closed session under N.C.G.S. 143-318.11(a)(3) for attorney-client privilege and (a)(5) for land acquisition discussions at 8:07 p.m.

Upon motion by Commissioner Garrison and second by Commissioner Wyatt, the Board voted unanimously to return to open session at 9:28 p.m.

Manager Honeycutt requested approval of the Mars Hill portion of the 213 water project. Upon motion by Vice-Chairman Hensley and second by Commissioner Garrison, the Board voted unanimously to approve. (Attachment 7.9)

Manager Honeycutt requested approval of the Hot Springs water project engineering agreement. Upon motion by Commissioner Garrison and second by Vice-Chairman Hensley, the Board voted unanimously to approve. (Attachment 7.7)

Agenda Item 8: Adjournment

Upon motion by Commissioner Wyatt and second by Chairman Wechtel, the Board voted unanimously to adjourn at 9:30 p.m.

This the 11th day of March 2025.

MADISON COUNTY

Matt Wechtel, Chairman
Board of Commissioners

ATTEST:

Mandy Bradley, Clerk

Attachment 1.1

Madison County Board of Commissioners
Agenda
March 11, 2025

7:00 P.M. Meeting Called To Order
Pledge of Allegiance
Moment of Silence

1. Agenda Approval

2. Consent Agenda
   a. Tax Refunds and Releases
   b. S.L. 2021-180 State Capital Infrastructure Fund Directed Grant Amended Capital Project Ordinance
   c. Madison County Public School System Repair and Renovations Fund Request
   d. Amended Capital Project Ordinance Spring Creek Community Center Building
   e. Resolution Approving the French Broad River Metropolitan Planning Organization Memorandum of Understanding
   f. Cooperative Extension Value Added Kitchen Amended Capital Project Ordinance
   h. Spring Creek Community Center Building Construction Contract
   i. ASPCA Grant Agreement
   j. Approval of February 3, 2025 (Special) Meeting Minutes; February 11, 2025 (Regular and Recessed) Meeting Minutes

3. Public Comment

4. Chris Watson, Community Housing Coalition
   Madison Alliance for Rebuilding Communities Update

5. Kary Ledford, Finance Officer
   a. Budget Amendment #9
   b. Financial Report

7. Rod Honeycutt, County Manager
   County Manager Update
   a. Consideration of Vehicle Donation Acceptance
   b. County Owned Surplus Property
   c. Upper Laurel Community Organization Lease and Resolution
   d. Spring Creek Community Center Lease and Resolution
   e. Walnut Community Center Foundation Lease and Resolution
   f. County Board Appointments
   g. Engineering Agreement Hot Springs Water Project
   h. Construction Contract and Notice to Proceed Marshall Water Project
   i. Engineering Agreement Hot Springs Water Project
   j. Construction Contract and Notice to Proceed Marshall Water Project
   k. Construction Contract and Notice to Proceed Mars Hill Water Project

8. Adjournment

Attachment 2.1

Adjustment #	Adjustment Reason	Date of Adj.	Refund Recipient Name	Refund Address Line 1	Refund City	Refund State	Refund Zip Code	Jurisdiction	Refund Amount ($)	MADISON Portion Refund ($)	SOLID WASTE FEES	Fire District	Fire Refund ($)
6136	Listed In Error	2/28/2025 8:48:46 AM	RICE, RALPH T.	93 DWIGHT WILDE ROAD	MARSHALL	NC	28753	MADISON	205.35	205.35	0.00		0.00
6136	Listed In Error	2/28/2025 8:48:46 AM	RICE, RALPH T.	93 DWIGHT WILDE ROAD	MARSHALL	NC	28753	MADISON	32.85	0.00	0.00	SMOKEY MOUNTAIN FD	32.85
6135	Listed In Error	2/28/2025 8:47:38 AM	RICE, RALPH T.	93 DWIGHT WILDE ROAD	MARSHALL	NC	28753	MADISON	205.35	205.35	0.00		0.00
6135	Listed In Error	2/28/2025 8:47:38 AM	RICE, RALPH T.	93 DWIGHT WILDE ROAD	MARSHALL	NC	28753	MADISON	32.85	0.00	0.00	SMOKEY MOUNTAIN FD	32.85
6134	Listed In Error	2/28/2025 8:46:39 AM	RICE, RALPH T.	93 DWIGHT WILDE ROAD	MARSHALL	NC	28753	MADISON	205.35	205.35	0.00		0.00
6134	Listed In Error	2/28/2025 8:46:39 AM	RICE, RALPH T.	93 DWIGHT WILDE ROAD	MARSHALL	NC	28753	MADISON	32.85	0.00	0.00	SMOKEY MOUNTAIN FD	32.85
6133	Listed In Error	2/28/2025 8:45:30 AM	RICE, RALPH T.	93 DWIGHT WILDE ROAD	MARSHALL	NC	28753	MADISON	205.35	205.35	0.00		0.00
6133	Listed In Error	2/28/2025 8:45:30 AM	RICE, RALPH T.	93 DWIGHT WILDE ROAD	MARSHALL	NC	28753	MADISON	32.85	0.00	0.00	SMOKEY MOUNTAIN FD	32.85
6132	Listed In Error	2/28/2025 8:44:06 AM	RICE, RALPH T.	93 DWIGHT WILDE ROAD	MARSHALL	NC	28753	MADISON	273.76	273.76	0.00		0.00
6132	Listed In Error	2/28/2025 8:44:06 AM	RICE, RALPH T.	93 DWIGHT WILDE ROAD	MARSHALL	NC	28753	MADISON	60.84	0.00	0.00	SMOKEY MOUNTAIN FD	60.84
6091	Landfill error	2/6/2025 4:28:05 PM	MCKINNEY, JOE L.	688 LONG BRANCH ROAD	MARSHALL	NC	28753	MADISON	180.00	0.00	180.00		0.00
6104	Landfill error	2/10/2025 3:38:25 PM	BRADLEY, EVERETTE	2340 OLD MILL RD	INMAN	SC	29349	MADISON	183.60	0.00	183.60		0.00
6110	Landfill error	2/10/2025 4:05:24 PM	SWINT, DAVID O.	6643 WALNUT CREEK RD	MARSHALL	NC	28753	MADISON	180.00	0.00	180.00		0.00
6124	FORMAL APPEAL	2/25/2025 5:01:27 PM	SHELTON, BOBBY VANCE	1782 AMOS CREEK ROAD	MARSHALL	NC	28753	MADISON	283.87	283.87	0.00		0.00
6124	FORMAL APPEAL	2/25/2025 5:01:27 PM	SHELTON, BOBBY VANCE	1782 AMOS CREEK ROAD	MARSHALL	NC	28753	MADISON	23.66	0.00	0.00	LAUREL FD	23.66
6111	Landfill error	2/10/2025 4:33:57 PM	MULLINS, SUSAN JILL	2617 ARCHER CT.	BROADVIEW HEIGHTS	OH	44147	MADISON	180.00	0.00	180.00		0.00
6117	FORMAL APPEAL	2/13/2025 2:59:16 PM	EMANUEL, JAY M.	569 MCKINNEY GAP ROAD	MARS HILL	NC	28754	MADISON	764.90	764.90	0.00		0.00
6117	FORMAL APPEAL	2/13/2025 2:59:16 PM	EMANUEL, JAY M.	569 MCKINNEY GAP ROAD	MARS HILL	NC	28754	MADISON	196.22	0.00	0.00	EBBS CHAPEL FD	196.22
6137	FORMAL APPEAL	2/28/2025 3:42:04 PM	BASQUE, HOMER	221 CRABTREE DR	MARSHALL	NC	28753	MADISON	840.44	840.44	0.00		0.00
6137	FORMAL APPEAL	2/28/2025 3:42:04 PM	BASQUE, HOMER	221 CRABTREE DR	MARSHALL	NC	28753	MADISON	210.12	0.00	0.00	MARS HILL FD	210.12
6125	FORMAL APPEAL	2/25/2025 5:19:15 PM	SHELTON, BOBBY V.	1782 AMOS CREEK ROAD	MARSHALL	NC	28753	MADISON	76.91	76.91	0.00		0.00
6125	FORMAL APPEAL	2/25/2025 5:19:15 PM	SHELTON, BOBBY V.	1782 AMOS CREEK ROAD	MARSHALL	NC	28753	MADISON	6.41	0.00	0.00	LAUREL FD	6.41
6107	Taxable error	2/10/2025 3:51:44 PM	ADAMS, DAVID W.	SEND TO TAX OFFICE OWES TAXES	MARSHALL	NC	28753	MADISON	180.00	0.00	180.00		0.00
6102	Landfill error	2/10/2025 2:58:04 PM	SZNOREK, GEORGE TAYLOR-KARY SEND $4.16 TO TAX OFFICE AND $176.90 TO TAX PAYER	1940 LOWER GABRIEL CREEK RD	MARS HILL	NC	28754	MADISON	180.00	0.00	180.00		0.00
6123	FORMAL APPEAL	2/25/2025 2:00:17 PM	ALSHAER, WILLIAM DANIEL	159 PINE RIDGE ROAD	MARS HILL	NC	28754	MADISON	341.16	341.16	0.00		0.00
6105	Landfill error	2/10/2025 3:46:41 PM	JENKINS, MARTHA JOANN	2903 GABRIELS CREEK ROAD	MARS HILL	NC	28754	MADISON	180.00	0.00	180.00		0.00
6108	Landfill error	2/10/2025 3:56:24 PM	FANOUS-SAMAAN, SYLVIE	PO BOX 1202	MARS HILL	NC	28754	MADISON	367.20	0.00	367.20		0.00
6106	Landfill error	2/10/2025 3:48:57 PM	EIDUS, ROBERT ALAN	300 INDIGO BUNTING LN	MARSHALL	NC	28753	MADISON	180.00	0.00	180.00		0.00
	Over Assessment	1/29/2025 10:07:51 AM	HAYNIE, LOGAN	465 FISHER LANE	MARSHALL	NC	28753	MADISON	415.30	415.30	0.00		0.00
	Over Assessment	1/29/2025 10:07:51 AM	HAYNIE, LOGAN	465 FISHER LANE	MARSHALL	NC	28753	MADISON	92.29	0.00	0.00	smokey mountain fd	92.29
	Over Assessment	1/29/2025 10:07:51 AM	HAYNIE, LOGAN	465 FISHER LANE	MARSHALL	NC	28753	MADISON	359.07	359.07	0.00		0.00
	Over Assessment	1/29/2025 10:07:51 AM	HAYNIE, LOGAN	465 FISHER LANE	MARSHALL	NC	28753	MADISON	57.45	0.00	0.00	smokey mountain fd	57.45
	Over Assessment	1/29/2025 10:07:51 AM	HAYNIE, LOGAN	465 FISHER LANE	MARSHALL	NC	28753	MADISON	359.07	359.07	0.00		0.00
	Over Assessment	1/29/2025 10:07:51 AM	HAYNIE, LOGAN	465 FISHER LANE	MARSHALL	NC	28753	MADISON	57.45	0.00	0.00	smokey mountain fd	57.45
									7,202.52	4,555.88	1,810.80		835.84

TR-304 Bill Release Report NCPTS V4

lease Date End: **3/1/2025**

‹ District: **ALL**

ate,Billing Date,Operator ID, Release Amount

ame	Bill Date	Release Reason	Operator ID (Name)	Release Date	Orig Bill Amount($)	Release Amount($)	Bill Amount after
RAVIS LEE	11/1/2024	FORMAL	JESSICA WEST	2/25/2025	656.64	265.08	391.56
LIE (THOMAS W.)	11/1/2024	FORMAL	JESSICA WEST	2/5/2025	465.95	114.54	351.41
LIE (THOMAS W.)	11/1/2024	FORMAL	JESSICA WEST	2/5/2025	1,770.78	354.49	1,416.29
OBERT E	11/1/2024	Landfill error	JESSICA WEST	2/10/2025	2,593.08	180.00	2,413.08
SHERIDAN	11/1/2024	Landuse change	APRIL	2/21/2025	2,062.81	1,739.55	323.26
L	11/1/2024	Duplication	APRIL	2/20/2025	99.63	99.63	0.00
OMAS W	11/1/2024	FORMAL	JESSICA WEST	2/5/2025	2,362.55	274.09	2,088.46
NA MAE	11/1/2024	FORMAL	JESSICA WEST	2/27/2025	1,209.75	622.44	587.31
MAR CLAYTON	8/21/2022	Sold/Traded	APRIL	2/26/2025	22.07	5.20	16.87
MAR CLAYTON	8/21/2022	Sold/Traded	APRIL	2/26/2025	16.87	12.98	3.89
MAR CLAYTON	9/28/2023	Sold/Traded	APRIL	2/26/2025	22.07	18.18	3.89
MAR CLAYTON	11/1/2024	Sold/Traded	APRIL	2/26/2025	16.83	16.83	0.00
R, SUE ELLEN	11/1/2024	FORMAL	APRIL	2/16/2025	575.42	180.00	395.42
RIAN	11/1/2024	FORMAL	JESSICA WEST	2/28/2025	3,347.94	997.32	2,350.62
RAMON	11/1/2024	MH as real	JESSICA WEST	2/12/2025	104.45	104.45	0.00
ERPRISES, LLC	8/21/2022	Business closed	JESSICA WEST	2/6/2025	893.51	893.51	0.00
ERPRISES, LLC	9/28/2023	Business closed	JESSICA WEST	2/6/2025	1,116.88	1,116.88	0.00
ERPRISES, LLC	11/1/2024	Business closed	JESSICA WEST	2/6/2025	1,005.19	1,005.19	0.00
ILLARD	11/1/2024	Landfill error	JESSICA WEST	2/6/2025	360.00	360.00	0.00
L. AND WIFE, IMA JEAN	9/21/2020	Sold/Traded	APRIL	2/7/2025	59.00	59.00	0.00
L. AND WIFE, IMA JEAN	9/15/2021	Sold/Traded	APRIL	2/7/2025	64.90	64.90	0.00
L. AND WIFE, IMA JEAN	8/21/2022	Sold/Traded	APRIL	2/7/2025	64.90	64.90	0.00

.L. AND WIFE, IMA JEAN	9/28/2023	Sold/Traded	APRIL	2/7/2025	64.90	64.90	0.00
.L. AND WIFE, IMA JEAN	11/1/2024	Sold/Traded	APRIL	2/7/2025	49.50	49.50	0.00
IA TAYLOR	11/1/2024	Not in County	JESSICA WEST	2/10/2025	34.65	34.65	0.00
HRISTOPHER ROBERT	9/15/2021	Not in County	JESSICA WEST	2/7/2025	99.00	99.00	0.00
HRISTOPHER ROBERT	8/21/2022	Not in County	JESSICA WEST	2/7/2025	304.92	304.92	0.00
HRISTOPHER ROBERT	9/28/2023	Not in County	JESSICA WEST	2/7/2025	205.92	205.92	0.00
HRISTOPHER ROBERT	11/1/2024	Not in County	JESSICA WEST	2/7/2025	151.80	151.80	0.00
RM	11/1/2024	Business closed	JESSICA WEST	2/25/2025	102.09	102.09	0.00
ISSA MARIE	11/1/2024	Landfill error	JESSICA WEST	2/10/2025	393.53	180.00	213.53
, GEORGE T	9/28/2023	Not in County	APRIL	2/11/2025	4.64	4.64	0.00
, GEORGE T	11/1/2024	Not in County	APRIL	2/11/2025	3.87	3.87	0.00
E SOLUTIONS LLC	11/1/2024	Business closed	JESSICA WEST	2/6/2025	30.94	30.94	0.00
RANSPORT	11/1/2024	Business closed	JESSICA WEST	2/7/2025	30.94	30.94	0.00
						9,812.33	

AMENDED CAPITAL PROJECT ORDINANCE FOR THE COUNTY OF MADISON, NC FOR WATER AND WASTEWATER DIRECTED PROJECTS FUNDED THROUGH SESSION LAW 2021-180

BE IT ORDAINED, by the County of Madison, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: This ordinance is to establish a budget to be funded by section 12.13.(f) of Session Law 2021-180. Funding for this appropriation is provided by the State Fiscal Recovery Fund through the North Carolina Department of Environmental Quality Water Infrastructure Fund. The County of Madison has received $12,000,000 of these directed grant funds for the purpose of construction grants for water and wastewater infrastructure projects. These funds may be used to the extent authorized by state law.

1. Support capital improvements to water and wastewater infrastructure projects within Madison County, specifically the Hwy 213 Water Improvement Project

Section 2: The following amounts are appropriated for the project and authorized for expenditure:

Internal Project Code	Project Description	Expenditure Category (EC)	Appropriation of Session Law 2021-180 Funding
5311.5280	Hyatt Pipeline, LLC (Contract A) Town of Marshall	EC2	$4,790,402.30
5311.5380	Hyatt Pipeline, LLC (Contract B) Town of Mars Hill	EC2	$4,417,805.40
5311.1990	Contingency (5% of construction)	EC2	$460,410.30
5311.5880	Technical Services (Planning and Engineering Design)	EC2	$1,092,300.00
5311.1990	Technical Services (Construction Phase CA/CO)	EC2	$900,000.00
5311.1990	Legal, Testing, etc.	EC2	$50,000.00
5311.1990	Real Property Acquisition Costs	EC2	$289,082.00
	Total		$12,000,000.00

Section 3: The following revenues are anticipated to be available to complete the project:

Session Law 2021-180 Appropriation	**$12,000,000.00**
General Fund Transfer:	**$0**
Total:	**$12,000,000.00**

Section 4: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

Section 5: The Grant Coordinator is hereby directed to report the financial status of the project to the grantor agency quarterly.

Section 6: Copies of this capital project ordinance shall be furnished to the Board of Commissioners and voted on in a public meeting.

Section 7: This capital project ordinance expires when all funds appropriated to Madison County by section 12.13.(f) of Session Law 2021-180 have been obligated, expended, and all final reports have been completed; whichever occurs sooner.

Adopted on this ____**11**_____ day of ___**March**_____, **2025**

Matthew Wechtel

Chairman, Board of Commissioners

ATTEST:

Mandy Bradley

Clerk to the Board

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

DPI USE
Approved By: _____
Date: _____

Date of Request: February 26, 2024

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

Contact Person: Michael Wallin
Title: Finance Officer
Phone: 828-649-9276 ext. 10121
Email: mwallin@madisonk12.net

Project Title: Rebuild Two Boilers at Mars Hill Elementary School
Project Address: 200 School House Lane
Mars Hill, NC 28754
Type of Facility: School Building

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

Brief Project Description (include est. start/end dates): Rebuild 2 boilers that are not working at Mars Hill Elementary. Cleaning, new ropes, new gaskets and reassemble them. Inspect for emissions when complete.

Estimated Costs:

Planning and Design Services	$
New Construction – Facility Enlargement	$
New Construction – Addition(s)	$
Existing Construction – Facility Improvements	$
Existing Construction – Facility Repairs	$ 25,700
Existing Construction – Facility Renovations	$
TOTAL	$ 25,700

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

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of $ 25,700 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature – Chair, County Commissioners) — (Date) 3/11/25

(Signature – Chair, Board of Education) — (Date) 2/24/25

PRINT FORM CLEAR FORM

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

DPI USE ONLY
Approved By:
Date:

Date of Request: February 24, 2025

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

Contact Person: Michael Wallin
Title: Finance Officer
Phone: 828-649-9276 ext. 10121
Email: mwallin@madisonk12.net

Project Title: Awnings for Hot Springs Elementary School
Project Address: 63 Serpentine Avenue
Hot Springs, NC 28743
Type of Facility: School Building

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

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

Estimated Costs:

Planning and Design Services	$
New Construction – Facility Enlargement	$
New Construction – Addition(s)	$
Existing Construction – Facility Improvements	$ 34,391
Existing Construction – Facility Repairs	$
Existing Construction – Facility Renovations	$
TOTAL	$ 34,391

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

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of $ 34,391 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature – Chair, County Commissioners) 3/11/25 (Date)

(Signature – Chair, Board of Education) 2/24/25 (Date)

PRINT FORM CLEAR FORM

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

DPI USE ONLY
Approved By:
Date:

Date of Request: February 26, 2024

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

Contact Person: Michael Wallin
Title: Finance Officer
Phone: 828-649-9276 ext. 10121
Email: mwallin@madisonk12.net

Project Title: Repair and Restart HVAC system at Mars Hill Elementary
Project Address: 200 School House Lane
Mars Hill, NC 28754
Type of Facility: School Building

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

Brief Project Description (include est. start/end dates): Repair and restart AHU11 and HRU4 HVAC systems at Mars Hill Elementary School.

Estimated Costs:

Planning and Design Services	$
New Construction – Facility Enlargement	$
New Construction – Addition(s)	$
Existing Construction – Facility Improvements	$
Existing Construction – Facility Repairs	$ 13,940
Existing Construction – Facility Renovations	$
TOTAL	$ 13,940

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

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of $ 13,940 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature – Chair, County Commissioners) — (Date) 3/11/25

Karen Blevins — (Signature – Chair, Board of Education) — (Date) 2/24/25

PRINT FORM CLEAR FORM

Capital Project Ordinance for the County of Madison, NC for Spring Creek Community Center Renovations

(Amended)

BE IT ORDAINED, by the County of Madison, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: This ordinance is to establish a budget to be funded by the Golden LEAF Foundation, Dogwood Health Trust, and the Cannon Foundation for the purpose of renovating the Spring Creek Community Center, formally known as the Spring Creek School. These funds may be used to the extent authorized by state law.

1. Support capital improvements to the Spring Creek Community Center

Section 2: The following amounts are appropriated for the project and authorized for expenditure:

Internal Project Code	Project Description	Expenditure Category (EC)	Appropriation of Funds
5212.1990	Planning and Design expenses along with Construction/Renovation costs	EC2	$450,000
5211.8750	Construction/Renovation costs	EC2	$350,000
5211.3500	Construction/Renovation costs	EC2	$65,400
	Total		$865,400

Section 3: The following revenues are anticipated to be available to complete the project:

Golden LEAF Foundation:	**$450,000**
Dogwood Health Trust:	**$350,000**
Cannon Foundation:	**$65,400**
General Fund Transfer:	**$0**
Total:	**$865,400**

Section 4: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

Section 5: The Grant Coordinator is hereby directed to report the financial status of the project as required by the funding agency.

Section 6: Copies of this capital project ordinance shall be furnished to the Board of Commissioners and voted on in a public meeting.

Section 7: This capital project ordinance expires when all funds associated with the Spring Creek Community Center Renovation project are obligated, expended, and all final reports have been completed.

Adopted on this __11th__ day of ___March___, 2025

Matthew Wechtel

Chairman, Board of Commissioners

ATTEST:

Mandy Bradley

Clerk to the Board

RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING WITH THE FRENCH BROAD RIVER METROPOLITAN PLANNING ORGANIZATION

The following resolution was offered by Hensley and seconded by Angel and upon being put to a vote was carried 5-0 on the 11 day of March, 2025.

WHEREAS, It is recognized that a proper transportation system to support movement within and through the French Broad River MPO planning area is highly desirable element of a comprehensive plan for the orderly growth and development of the area, and;

WHEREAS, there are a number of governmental jurisdictions within the French Broad River MPO planning area which have been authorized with implementation and regulatory responsibilities for transportation by North Carolina General Statutes, and;

WHEREAS, it is desirable that coordinated, comprehensive and cooperative transportation planning processes be maintained in the French Broad River MPO planning area to ensure that the transportation system is maintained on an efficient and economical basis commensurate with the public health, safety and welfare, and;

WHEREAS, a Memorandum of Understanding between the City/Town/Village/County of Asheville, Biltmore Forest, Black Mountain, Buncombe, Canton, Clyde, Flat Rock, Fletcher, Haywood, Henderson, Hendersonville, Laurel Park, Madison, Maggie Valley, Mars Hill, Mills River, Montreat, Waynesville, Weaverville, Woodfin, and the North Carolina Department of Transportation has been entered into that sets forth the responsibilities and working arrangements for maintaining a continuing, comprehensive and cooperative transportation planning process, and;

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

That the Memorandum of Understanding between the City/Town/Village/County of Asheville, Biltmore Forest, Black Mountain, Buncombe, Canton, Clyde, Flat Rock, Fletcher, Haywood, Henderson, Hendersonville, Laurel Park, Madison, Maggie Valley, Mars Hill, Mills River, Montreat, Waynesville, Weaverville, Woodfin, and the North Carolina Department of Transportation be approved and that the Chairman of the Board of Commissioners is hereby directed to enter into and execute the Memorandum of Understanding.

Adopted this the 11 day of March 2025.

Matt Wechtel, Chairman
Board of Commissioners

ATTEST:

Mandy Bradley, Clerk
Board of Commissioners

(Seal)

MPO MEMORANDUM OF UNDERSTANDING
FOR
CONTINUING, COOPERATIVE AND COMPREHENSIVE TRANSPORTATION PLANNING

Between

THE CITY/TOWN/VILLAGE/COUNTY OF ASHEVILLE, BILTMORE FOREST, BLACK MOUNTAIN, BUNCOMBE, CANTON, CLYDE, FLAT ROCK, FLETCHER, HAYWOOD, HENDERSON, HENDERSONVILLE, LAUREL PARK, MADISON, MAGGIE VALLEY, MARS HILL, MILLS RIVER, MONTREAT, WAYNESVILLE, WEAVERVILLE, WOODFIN AND THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter collectively, "the parties"),
IN COOPERATION WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION

WITNESSETH;

THAT WHEREAS, the parties desire to enter into a Memorandum of Understanding for Cooperative, Comprehensive, and Continuing Transportation Planning, regarding the French Broad River Metropolitan Planning Organization (MPO); and

WHEREAS, each MPO is required to develop a Metropolitan Transportation Plan in cooperation with NCDOT and in accordance with 23 U.S.C., Section 134, and a Comprehensive Transportation Plan as per Chapter 136, Article 3A, Section 136-66.2(a) of the General Statutes of North Carolina, and any subsequent applicable amendments to these statutes and any implementing regulations; and

WHEREAS, these transportation plans, once adopted by the MPO and NCDOT, shall be the basis for future transportation improvements within the MPO.

NOW THEREFORE, the following Memorandum of Understanding is made:

Section 1: Establishment of the French Broad River Metropolitan Planning Organization (MPO)

It is hereby agreed that the parties, in cooperation with the UNITED STATES DEPARTMENT OF TRANSPORTATION, will participate in a continuous planning process as related in the following paragraphs:

1. The area involved, the French Broad River Metropolitan Planning Area, will be the Asheville Urbanized Area as defined by the United States Department of Commerce, Bureau of the Census, including that area beyond the existing urbanized area boundary that is expected to become urban within a twenty year

planning period. This area is hereinafter referred to as the Metropolitan Planning Area (MPA).

2. The MPA will be periodically reassessed and revised in the light of new developments and basic data projections.

3. Transportation planning will be a continuing, comprehensive, and cooperative process and all planning discussions will be reflective of and responsive to the programs of the NCDOT, and to the comprehensive plans for growth and development of the City of Asheville, Town of Biltmore Forest, Town of Black Mountain, Buncombe County, Town of Canton, Town of Clyde, Village of Flat Rock, Town of Fletcher, Haywood County, Henderson County, City of Hendersonville, Henderson County, Town of Laurel Park, Madison County, Town of Maggie Valley, Town of Mars Hill, Town of Mills River, Town of Montreat, Town of Waynesville, Town of Weaverville, and Town of Woodfin.

4. The continuing transportation planning process will be in accordance with the intent, procedures, and programs of Title VI of the Civil Rights Act of 1964, as amended.

5. Transportation policy decisions within the planning area are the responsibility of the MPO in cooperation with the Asheville City Council, Town of Biltmore Forest Board of Commissioners, Black Mountain Town Council, Buncombe County Board of Commissioners, Canton Board of Aldermen, Clyde Board of Aldermen, Village of Flat Rock Council, Fletcher Town Council, Haywood County Board of Commissioners, Henderson County Board of Commissioners, Hendersonville City Council, Laurel Park Town Council, Madison County Board of Commissioners, Maggie Valley Board of Aldermen, Mars Hill Town Council, Mills River Town Council, Montreat Board of Commissioners, Waynesville Town Council, Weaverville Town Council, Woodfin Town Council, and the NCDOT.

6. Transportation plans and programs and land use policies and programs, for the MPA, having regional impacts will be coordinated with MPOs and RPOs that share a boundary with the MPO, and other municipalities and counties in the region.

Section 2: Establishment of a Governing Board

A French Broad River Metropolitan Planning Organization Governing Board, hereinafter referred to as the Board, is hereby established with the responsibility for serving as a forum for cooperative transportation planning decision making for the MPO. The Board

is the policy board of the MPO. By definition, in 23 U.S.C. §134(b)(2), the Board is the MPO.

1. The Board shall consist of representatives appointed by member Boards of Local Government and members of the North Carolina Board of Transportation (BOT). Each member Board of Local Government and the BOT may also, at its sole discretion, appoint an alternate member to serve in the member's absence. The Board representative and the alternate member appointed by Boards of Local Government must be an elected official of the appointing Board of Local Government.

2. Every voting Board member and alternate shall comply with the State Government Ethics Act as per Chapter 138A of the NC General Statutes and the Ethics provisions of Chapter 136-200.2 of the NC General Statutes.

3. The Board members shall have the responsibility for keeping their respective Boards of Local Government informed of the status and requirements of the transportation planning process; assisting in the dissemination and clarification of the decisions, inclinations, and policies of the boards; and ensuring meaningful public participation in the transportation planning process.

4. The Board, in cooperation with NCDOT, will be responsible for carrying out the provisions of 23 U.S.C. 134 and NC General Statues, Chapter 136, including, but not limited to:

    a. Review and approval of the MPO Unified Planning Work Program, which defines work tasks and responsibilities for the various agencies participating in the transportation planning process;

    b. Review and approval of changes to the Urbanized Area Boundary and the Metropolitan Planning Area Boundary;

    c. Review and approval of the MPO's Transportation Improvement Program (TIP) for multi-modal capital and operating expenditures and to ensure coordination between local and State capital and operating improvement programs;

    d. Endorsement, review and approval of changes to the MPO's adopted Metropolitan Transportation Plan and Comprehensive Transportation Plan. As required by the North Carolina General Statues Section 136-66.2(d), revisions to the Comprehensive Transportation Plan must be adopted by both the MPO and the NCDOT;

e. Review and approval of the Public Participation Plan to ensure the public is given ample opportunity to participate in the transportation planning process.

f. Development and approval of the Congestion Management Process, the regionally-accepted approach for identifying and implementing strategies to manage congestion that meet State and local needs.

g. Endorsement, review and approval of changes to the Federal-Aid Functional Classification System and the Asheville adjusted urbanized area;

h. Establishment of goals and objectives for the transportation planning process;

i. Provide local input to North Carolina's transportation project prioritization process; and

j. Adoption of Bylaws for the purpose of establishing operating policies and procedures.

k. Any other NCDOT, State, and/or Federal required plans and/or documentation, including amendments or modifications to these documents

5. Board Members will vote on matters pursuant to the authority granted by their respective governmental body.

   When any project is on an Interstate route, a limited-access highway, or is on a designated Strategic Highway Corridor, any member of the Board may call for a weighted vote regarding project-specific decisions related to the MTIP. The weighted vote must take place at a duly advertised meeting of the Board in which a quorum is present. In a weighed vote, votes of Board members from "directly impacted" jurisdictions will be weighted according to the following table:

Governmental Body	Voting Status	Number of Votes (unweighted)	Weighted votes
Buncombe County	Yes	2	6
Haywood County	Yes	2	6
Henderson County	Yes	2	6
Madison County	Yes	1	3
City of Asheville	Yes	2	6
Town of Biltmore Forest	Yes	1	3
Town of Black Mountain	Yes	1	3

Town of Canton	Yes	1	3
Town of Clyde	Yes	1	3
Town of Flat Rock	Yes	1	3
Town of Fletcher	Yes	1	3
City of Hendersonville	Yes	1	3
Town of Laurel Park	Yes	1	3
Town of Maggie Valley	Yes	1	3
Town of Mars Hill	Yes	1	3
Town of Mills River	Yes	1	3
Town of Montreat	Yes	1	3
Town of Waynesville	Yes	1	3
Town of Weaverville	Yes	1	3
Town of Woodfin	Yes	1	3
NCDOT Board of Transportation (Representative for Division 13)	Yes	1	1
NCDOT Board of Transportation (Representative for Division 14)	Yes	1	1
Rural Transit Representative	Yes	1	1
Urban Transit Representative	Yes	1	1
Total number of voting members		**28**	**76***

*Weighted votes are subject to the weighted vote provisions and unlikely to include weighted votes for all voting members.

"Directly Impacted" Defined. "Directly impacted" jurisdictions shall include Municipalities where any portion of the project is within the Municipality's corporate limits or sphere of influence, and shall include Counties where any portion of the project is within the County's unincorporated area and outside the sphere of influence of any municipality. Sphere of influence shall include extraterritorial jurisdiction, pending annexation areas, or areas covered by a Resolution of Intent to annex.

Veto Power

When any project is on a road that does not carry an Interstate route designation, is not located on a limited-access highway, or is not a designated Strategic Highway Corridor, any member of the Board shall be allowed to call for a veto vote to determine whether a selected project will be excluded from the TIP. In a veto vote, members from jurisdictions that are "directly impacted" by the project may vote to exclude a project from the TIP, provided that every

Board members from the "directly impacted" jurisdictions must be present, and must unanimously vote for the veto. The call for a veto vote can only take place at a duly advertised meeting of the Board in which a quorum is present.

Representatives from each of the following bodies will serve as non-voting members of the Board:

Organization	Voting Status
Federal Highway Administration (FHWA) North Carolina Div.	No
Federal Transit Administration (FTA)	No

Appointment of Transit Representative Positions

The Urban and Rural Transit Representative positions will be appointed for two-year terms.

Urban Transit Representatives will appointed for two-year terms by jurisdictions eligible to receive FTA 5307 funding in the MPO Planning Area. Jurisdictions will rotate appointment responsibilities every two years.

Rural Transit Representatives will appointed for two-year terms by jurisdictions eligible to receive FTA 5311 funding in the MPO Planning Area. Jurisdictions will rotate appointment responsibilities every two years.

6. On the basis of majority vote, the Board may appoint a member of the Committee to act as Chairperson with the responsibility for coordination of the Committee's activities. A staff member of the French Broad River Metropolitan Planning Organization will serve as Secretary to the Committee. A member of any local elected board may serve as an alternate to the designated Board member for each member. The MPO staff shall be notified of changes in Board members and Board alternate members each year and/or as changes are made. As established in its Bylaws, the Board may create subcommittees to assist it in carrying out its responsibilities. Board will meet with the necessary regularity to ensure adequate performance of duties as described herein.

Section 3: Establishment of a Technical Coordinating Committee

A Technical Coordinating Committee (TCC) shall be established with the responsibility of general review, guidance, and coordination of the transportation planning process for the planning area and with the responsibility for making recommendations to the respective local and State governmental agencies and the Board regarding any necessary actions relating to the continuing transportation planning process.

1. The TCC shall be responsible for development, review and recommendation for approval by the Board of the Unified Planning Work Program, Transportation Improvement Program, Metropolitan Planning Area Boundary, Metropolitan Transportation Plan, Comprehensive Transportation Plan, Public Participation Plan, and any other NCDOT, State, and/or Federal required plans and/or documentation, including amendments or modifications to these documents.

2. Membership of the TCC shall include technical representatives from all local and State governmental agencies directly related to and concerned with the transportation planning process for the planning area. The TCC shall be comprised of the following members:

TCC Member Organization	Voting Status	No. of Votes
City of Asheville	Yes	1
Town of Biltmore Forest	Yes	1
Town of Black Mountain	Yes	1
Buncombe County	Yes	1
Town of Canton	Yes	1
Town of Clyde	Yes	1
Village of Flat Rock	Yes	1
Town of Fletcher	Yes	1
Haywood County	Yes	1
Henderson County	Yes	1
City of Hendersonville	Yes	1
Town of Laurel Park	Yes	1
Madison County	Yes	1
Town of Maggie Valley	Yes	1
Town of Mars Hill	Yes	1
Town of Mills River	Yes	1
Town of Montreat	Yes	1
Town of Waynesville	Yes	1
Town of Weaverville	Yes	1
Town of Woodfin	Yes	1
NCDOT Division 13	Yes	1
NCDOT Division 14	Yes	1
NCDOT Transportation Planning Division	Yes	1
City of Asheville Public Transit	Yes	1
Henderson County Public Transit	Yes	1
Buncombe County Public Transit	Yes	1
Haywood County Public Transit	Yes	1
Land of Sky Rural Planning Organization	Yes	1
Total number of voting members		**28**

Representatives from each of the following bodies will serve as non-voting members of the Technical Coordinating Committee:

Organization	Voting Status
Federal Highways Administration (FHWA)	No
Federal Transit Administration (FTA)	No
Land of Sky Regional Council (LOSRC)	No
Asheville Regional Airport	No
WNC Regional Air Quality Agency	No
NCDOT Regional Safety Engineer	No
NCDOT Freight Representative	No
NCDOT Rail Representative	No
NCDOT Integrated Mobility Division	No
Regional Housing Representative	No
Vulnerable Road Users Representative	No

Appointment of FHWA, FTA, LOSRC, Asheville Regional Airport, WNC Regional Air Quality Agency, and NCDOT positions will be made by those agencies. Appointment of the Regional Housing Representative and Vulnerable Road Users Representative will be at-large appointments, subject to approval by the TCC and Board.

3. The TCC shall meet when it is deemed appropriate and advisable, but will meet with the necessary regularity to ensure adequate performance of duties as described herein. On the basis of majority vote of its membership, the TCC may appoint a member of the Committee to act as Chairperson with the responsibility of coordination of the Committee's activities. On the basis of majority vote of its membership, the TCC may also appoint a Vice-Chair to lead meetings in the absence of the Chair. Membership to the TCC may be altered on the basis of a majority vote of its membership, provided all agencies with Board membership are represented. TCC membership changes must be approved by the Board.

Section 4: MPO Meetings

The Board and TCC, as well as any established subcommittees, are responsible for carrying out the provisions of North Carolina General Statute Chapter 143, Article 33C regarding open meetings, and Chapter 132 regarding public records. In addition:

1. A quorum is required for transaction of all business, including conducting meetings or hearings, participating in deliberations, or voting upon or otherwise

transacting public business. A quorum consists of 51% of the active members of the Board or TCC, plus as many additional members as may be required to ensure that 51% of possible votes are present. Vacant seats will not count against the quorum.

2. Members or alternates should be identified by name on the meeting attendance log.

3. Per NCGS 143-318.13, regarding TCC and/or Board meetings that are held by use of conference telephone or other electronic means, the LPA shall provide a location and means whereby members of the public may listen to the meeting.

4. Electronic meetings and voting are allowed as long as proper public notice is given and meeting materials are available to the public upon request. Minutes of meetings at which remote participation occurs should reflect which members are physically present and which are not. They should also reflect when members are excused from voting or are excused to leave or rejoin the meeting, just as they would for members who are physically present.

5. Any member who does not attend two consecutive Board/TCC meetings will not be included as part of the membership needed to obtain a quorum after the second meeting. Membership, however, is immediately reinstated by the presence of the most recently appointed member (or his alternate) at any future meeting.

Section 5: Lead Planning Agency Responsibility

The Land of Sky Regional Council shall serve as the Lead Planning Agency and will provide the staff of the MPO, including a Secretary to the Board and the TCC. As such, Land of Sky Regional Council staff will maintain the official records of the MPO and all state and federal reporting and budgetary requirements in cooperation with the NCDOT staff. The Land of Sky Regional Council will further assist in the transportation planning process by providing planning assistance, data and inventories in accordance with the Unified Planning Work Program. Additionally, the Land of Sky Regional Council shall coordinate zoning and subdivision approvals within its jurisdiction in accordance with the adopted Comprehensive Transportation Plan.

The Land of Sky Regional Council will be responsible for initially expending locally derived funds and seeking reimbursement from NCDOT in accordance with the respective funding source.

The Land of Sky Regional Council will be responsible for the following functions:

1. Providing a secretary for the Board and the TCC

2. Arranging meetings and agenda

3. Maintaining minutes and records

4. Preparing a Prospectus and Unified Planning Work Program

5. Serving as custodian of all MPO plans and documents

6. Collecting from local governments minutes and resolutions that document transportation plan revisions, and submitting these for mutual adoption by the NCDOT

7. Monitoring the transportation planning process to ensure its execution is in accordance with the MPO goals and objectives

8. Performing other coordinating functions as assigned by the Board as needed

9. Lead responsibility for structuring public involvement in the transportation planning process

10. Preparation of the PL Expenditure Report and other grant/fund management.

The NCDOT will assist in the transportation planning process by providing planning assistance, data and inventories in accordance with the Unified Planning Work Program. The Transportation Planning Division will designate a French Broad River Metropolitan Planning Organization Coordinator to serve as Staff liaison and participant in the French Broad River Metropolitan Planning Organization planning process.

Section 6: Cost Sharing

Activities of the MPO, as set forth in the annually adopted Unified Planning Work Program, are funded with Federal Planning funds distributed through the North Carolina Department of Transportation. These funds require a twenty percent (20%) local match. Dues-paying local government members that are parties to the Memorandum of Understanding agree to fund the local match in an amount in direct proportion to their share of the total population contained in the approved Metropolitan Planning Area. Population figures for determination of local match contribution shall be determined based on the most recent Federal Decennial Census. This funding share shall be invoiced on a regular basis by the Land of Sky Regional Council, acting as Lead Planning Agency, and as recipient of the Federal Planning funds distributed by the North Carolina Department of Transportation. Annual local match funds are non- refundable.

Dues-Paying Members and Responsibilities

Dues-Paying Member	Jurisdictions Included in Population Calculations
City of Asheville	City of Asheville
Buncombe County	Unincorporated Buncombe County (within the MPO Planning Area, Town of Biltmore Forest, Town of Black Mountain, Town of Montreat, Town of Weaverville, Town of Woodfin
Haywood County	Unincorporated Haywood County within the MPO Planning Area, Town of Canton, Town of Clyde, Town of Maggie Valley
Henderson County	Unincorporated Henderson County within the MPO Planning Area, Village of Flat Rock, Town of Fletcher, Town of Laurel Park, Town of Mills River
City of Hendersonville	City of Hendersonville
Madison County	Unincorporated Madison County within the MPO Planning Area, Town of Mars Hill
Town of Waynesville	Town of Waynesville

Any member jurisdiction of the MPO may request planning funds for special studies with local match provided from a single jurisdiction. Those items will be highlighted in the Board-approved UPWP and not be calculated as part of regular MPO dues.

Section 7: Withdrawal from the French Broad River Metropolitan Planning Organization

Parties to this Memorandum of Understanding may terminate their participation in the continuing transportation planning process by giving 180 days written notice to the other parties prior to the date of termination.

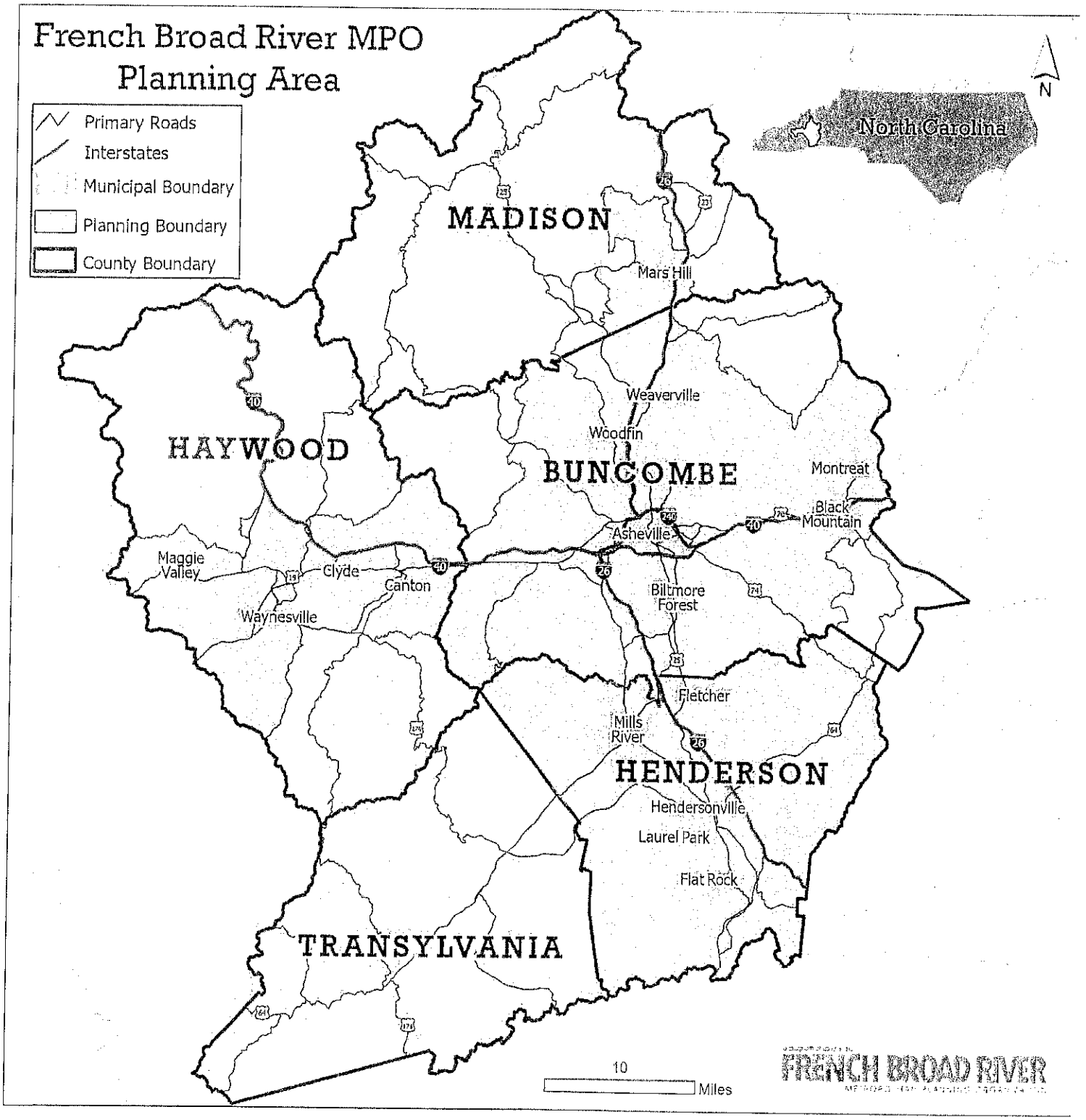
Section 8:

In witness whereof, the parties of this Memorandum of Understanding have been authorized by appropriate and proper resolutions to sign the same, the City of Asheville by its Mayor, The Town of Biltmore Forest by its Mayor, The Town of Black Mountain by its Mayor, the Town of Canton by its Mayor, the Town of Clyde by its Mayor, the Village of Flat Rock by its Mayor, the Town of Fletcher by its Mayor, the City of Hendersonville by its Mayor, the Town of Laurel Park by its Mayor, the Town of Maggie Valley by its Mayor, the Town of Mars Hill by its Mayor, the Town of Mills River by its Mayor, the Town of Montreat by its Mayor, the Town of Waynesville by its Mayor, the Town of Weaverville by its Mayor, the Town of Woodfin by its Mayor, Buncombe County by its Chairman of the Board of Commissioners, Haywood County by the Chairman of the Board of Commissioners, Henderson County by the Chairman of the Board of Commissioners, Madison County by the Chairman of the Board of Commissioners, and the North Carolina Department of Transportation by the Secretary of Transportation. This Memorandum of Understanding becomes effective as of the last day signed. The following pages comprise the signature pages from each party to this Memorandum.

APPENDIX A

MPO PLANNING AREA

ADOPTED (2023)


French Broad River MPO
Planning Area
Primary Roads
Interstates
Municipal Boundary
Planning Boundary
County Boundary
N
North Carolina
MADISON
Mars Hill
Weaverville
Woodfin
HAYWOOD
BUNCOMBE
Montreat
Black Mountain
Asheville
Maggie Valley
Clyde
Canton
Waynesville
Biltmore Forest
Fletcher
Mills River
HENDERSON
Hendersonville
Laurel Park
Flat Rock
TRANSYLVANIA
10
Miles
FRENCH BROAD RIVER

Capital Project Ordinance for the County of Madison, NC Cooperative Extension Value Added Kitchen Expansion

(Amended)

BE IT ORDAINED, by the County of Madison, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: This ordinance is to establish a budget to be funded by the Golden LEAF Foundation, Dogwood Health Trust, and the Cannon Foundation for the purpose of expanding/constructing the new Value Added Kitchen, located at the Madison County Cooperative Extension Office. These funds may be used to the extent authorized by state law.

1. Support capital improvements to the Madison County Cooperative Extension Value Added Kitchen Expansion

Section 2: The following amounts are appropriated for the project and authorized for expenditure:

Internal Project Code	Project Description	Expenditure Category (EC)	Appropriation of Funds
4951.1990	Construction costs	EC2	$267,448.57
4952.1990	Construction and equipment costs	EC2/EC3	$250,000
4953.5110	Construction and equipment costs	EC2/EC3	$100,000
	Total		$617,448.57

Section 3: The following revenues are anticipated to be available to complete the project:

Golden LEAF Foundation:	**$267,448.57**
Dogwood Health Trust:	**$250,000.00**
Cannon Foundation:	**$100,000.00**
General Fund Transfer:	**$0**
Total:	**$617,448.57**

Section 4: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

Section 5: The Grant Coordinator is hereby directed to report the financial status of the project as required by the funding agency.

Section 6: Copies of this capital project ordinance shall be furnished to the Board of Commissioners and voted on in a public meeting.

Section 7: This capital project ordinance expires when all funds associated with the expansion/construction of the Value Added Kitchen project are obligated, expended, and all final reports have been completed.

Adopted on this __11th__ day of ___March___, 2025

Matthew Wechtel

Chairman, Board of Commissioners

ATTEST:

Mandy Bradley

Clerk to the Board

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the **Eleventh (11th)** day of **March** in the year **2025**.
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Madison County Government
107 Elizabeth Lane
Marshall, NC 28753

and the Contractor:
(Name, legal status, address and other information)

Builders Express (aka JAS of Weaverville, LLC)
Anthony Willis [License # 17202]
545 Carl Eller Road; PO Box 1716
Mars Hill, NC 28754

for the following Project:
(Name, location and detailed description)

Spring Creek Community Center – Phase 3 Renovations
13075 NC-209
Hot Springs, NC 28743

Renovations to Phase 3 area including, but not limited to: grading the area, removing & reinstalling windows, placing any necessary water, sewer, gas, electrical & HVAC connections, & conducting interior renovations (~4,000 SF) to provide classroom, rentable & flexible office space, & a value-added kitchen space meeting the specifications.

The Architect:
(Name, legal status, address and other information)

LS3P ASSOCIATES LTD.
14 O'Henry Avenue, Suite 210
Asheville, NC 28801

LS3P # 0202-225045

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner **through the Architect**.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than **Two Hundred Forty (240) consecutive** calendar days from the date of commencement of the Work.

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§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates: N/A

(Table deleted)

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Seven Hundred Ninety-Five Thousand Dollars & no/100 ($ 795,000.00),** subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum: N/A

(Table deleted)

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.) N/A

(Table deleted)

§ 4.3 Allowances, if any, included in the Contract Sum; **and noted on Contractor's Form of Proposal**:
(Identify each allowance.)

Item	Price
Allowance No. 1: Quantity Allowance for undercut/off-site disposal of unsuitable soils & select backfill (from off-site) as specified. Base Bid quantity = 30 CY. This allowance shall be based on the quantity stated in Form of Proposal dated February 20th, 2025; as multiplied by the unit price will be used to adjust the Contract Amount up or down, as required. See associated Unit Price 1 in § 4.4, Unit Prices, below.	**Add $ 52.00/Cu.Yd.**
Allowance No. 2: Quantity Allowance for the removal & reinstallation of any loose stonework or brick masonry & mortar. Base Bid quantity = 200 Linear Ft., quantity multiplied by Unit Price amount included on Form of Proposal dated February 20th, 2025. Once the actual quantity is determined in the field, the unit pr price will be used to adjust the Contract Amount up or down, as required. See associated Unit Price 2 in § 4.4, Unit Prices, below.	**Add $ 28.00/Linear Ft.**
Allowance No. 3: $1,500 for replacement of termite damaged wood framing & replacement with new wood framing.	**$ 1,500.00**

§ 4.4 Unit prices, if any; **and noted on Contractor's Form of Proposal**:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Unit Price No. 1: Undercut/off-site disposal of unsuitable soils & select backfill (from off-site).	**Base Bid quantity = 30CY**	**Add $ 52.00/Cu.Yd.**
Unit Price No. 2: Removal of any existing loose or missing stone or brick masonry & mortar, raking out & pointing loose joints, & the reinstallation of stone masonry. Mortar gaps to be within 3/8" of openings in preparation for backer rods & sealants. Install in a similar manner to the adjacent existing masonry and match existing color & texture as much as possible.	**Base Bid quantity = 200 Linear Ft.**	**Add $ 28.00/Linear Ft.**

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masonry and match existing color & texture as much as possible.

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Liquidated Damages, in the amount of $500 per day, will be imposed on the contractor(s) for time overrun. The Architect will be the judge as to the division of responsibility for time overrun (should more than one contractor be responsible) in recommending to the Owner damages to be imposed.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.) N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: **See § 5.1.3**

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **Last** day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the **Fifteenth (15th)** day of the **following** month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than **forty-five (45)** days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

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.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%).

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.) N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

There shall be no Reduction of Retainage for the Work under this Contract as amended, modified, &/or ratified. Owner will retain five percent (5%) of the amount of all progress payments until the Work is finally completed and accepted by the Owner.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Six Percent (6) % per annum; Interest will begin to accrue on the Forty-Five (45th) day after the Application date of the unpaid billing & will remain to accrue until paid.

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution – N/A

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Rod Honeycutt, County Manager
Madison County Government
107 Elizabeth Lane; Marshall, NC 28753
Phone: 828.649.2854 | Email: rhoneycutt@madisoncountync.gov

Hannah Shelton, Grant Coordinator
Madison County Government
107 Elizabeth Lane, Marshall, NC 28753
Phone: 828.206.2238 | Email: hshelton@madisoncountync.gov

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Anthony Willis
Builders Express (aka JAS of Weaverville, LLC)
545 Carl Eller Road, PO Box 1716; Mars Hill, NC 28754
Phone: 828.689.2818 | Email: anthony@hardwaremh.com

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, **bonds noted in § 8.5.2**, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth **referenced** in the **Project Manual for "Spring Creek Community Center – Phase 3 Renovations dated January 30, 2025**, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.) N/A

§ 8.7 Other provisions: N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds N/A
Insurance requirements are noted in Project Manual for Spring Creek Community Center – Phase 3 Renovations dated January 30, 2025, in Article 11, Insurance & Bonds; as well as in Supplementary General Conditions in Items107 thru 108.

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 Building information modeling exhibit, dated as indicated below: N/A
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings **are all dated January 30, 2025, and noted below:**

Number	Title	Date
GENERAL		
CS1.0	**Cover Sheet & Appendix B**	**January 30, 2025**
CS1.1	**UL Details**	**January 30, 2025**
CS1.2	**UL Details**	**January 30, 2025**
CS1.3	**Life Safety Plan & Partial Site Plan**	**January 30, 2025**
CS1.4	**Specifications**	**January 30, 2025**
CS1.5	**Specifications**	**January 30, 2025**
CS1.6	**Specifications**	**January 30, 2025**
ARCHITECTURAL		
A0.1	**Demolition Floor Plan**	**January 30, 2025**
A0.2	**Demolition Elevations**	**January 30, 2025**
A1.0	**Floor Plans**	**January 30, 2025**
A2.0	**Reflected Ceiling Plan & Finish Plan**	**January 30, 2025**
A3.0	**Exterior Elevations**	**January 30, 2025**
A4.0	**Interior Elevations**	**January 30, 2025**
A4.1	**Interior Elevations**	**January 30, 2025**
A4.2	**Interior Elevations**	**January 30, 2025**
A4.3	**Casework Sections & Details**	**January 30, 2025**
A5.0	**Building Sections**	**January 30, 2025**
A6.0	**Wall Sections**	**January 30, 2025**
A7.0	**Enlarged Plan Details**	**January 30, 2025**
A8.0	**Furniture Plan & Door Hardware Schedule**	**January 30, 2025**
A9.0	**Door & Window Schedules, Details**	**January 30, 2025**

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PLUMBING		
P2.1	Floor Plans – Plumbing	January 30, 2025
P2.2	Plumbing Schedules & Details	January 30, 2025
MECHANICAL		
M1.1	Floor Plans – HVAC	January 30, 2025
M1.2	Schedules & Details	January 30, 2025
ELECTRICAL		
E1.1	Floor Plans – Lighting & Power	January 30, 2025
E1.2	Floor Plans – Communications & HVAC Wiring	January 30, 2025
E2.1	Legend, Details	January 30, 2025
E2.2	Electrical Feeder Diagrams & Schedules	January 30, 2025

.6 Specifications noted on Drawings listed in § 8.1.5 above (Sheets CS1.4, CS1.5 & CS1.6) and in Bidding Project Manual dated January 30, 2025.

(Paragraph deleted)

.7 Addenda, if any:

Number	Date	Pages
Addenda No. 1	02/13/2025	1-pg

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.) N/A

[ ] The Sustainability Plan: N/A

(Table deleted)

[X] Supplementary and other Conditions of the Contract; **as listed in Bidding Project Manual dated January 30, 2025.**

(Table deleted)

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

- **Exhibit "A": Contractor's Bid Proposal dated February 20th, 2025, with Attachments [8 -pgs.].**
- **Exhibit "B": Performance & Payment Bonds with Power of Attorney attached [6-pgs.].**
- **Exhibit "C": Contractor's Certificate of Insurance showing all required limits, coverage(s), etc. referenced in the Supplementary General Conditions in Project Manual (Items 106 thru 108) [1-pg.].**
- **Exhibit "E": Completed 2025 IRS W-9 Form from Contractor [1-pg.]**

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This Agreement entered into as of the day and year first written above.

MADISON COUNTY GOVERNMENT

OWNER *(Signature)*

Matthew Wechtel,
Madison County Board of County Commissioners Chair
(Printed name and title)

CONTRACTOR *(Signature)*

Anthony Willis,
Owner/President
(Printed name and title)

Preaudit Statement
This instrument has been pre-audited in the manner required by the Local Budget and Fiscal Control Act.

MADISON COUNTY FINANCE DEPARTMENT *(Signature)*

Kary Ledford
Finance Officer
(Printed name and title)

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Grant Agreement Reference:

NAME: **Madison County Animal Services**
PROJECT: **General Operating Costs**
AMOUNT: **$ 10,000**
GRANT NUMBER: **202411-32304**
GRANT EFFECTIVE DATE: **12/22/2024**
GRANT EXPIRATION DATE: **12/31/2025**
ASPCA GRANT OFFICER: **Susan Anderson**
ASPCA GRANT MANAGER: **Dina Trefethen**

March 6, 2025

Matthew Wechtel
389 Long Branch Rd
Marshall, NC 28753

Dear Matthew Wechtel,

The American Society for the Prevention of Cruelty to Animals (the "ASPCA") is deeply honored to be able to grant to Madison County Animal Services (the "Grantee," and together with the ASPCA, the "Parties" and each a "Party") the amount of $ 10,000 (the "Grant"). These funds are designated for General Operating Costs, as described in the Grant request, the Grant Request Documents, and, if applicable, its amendments (the "Project") and subject to the terms of this agreement (the "Agreement").

The ASPCA shall issue the Grant to the Grantee approximately two to six weeks following receipt of the signed original contract, including all pages. By signing this Agreement, you represent and warrant that Grantee will meet the obligations specified in this Agreement.

Intending to be legally bound and in consideration of the Grant provided to the Grantee and the desire of the Grantee to conduct the Project, the parties hereby agree to the following terms and conditions as of the first date listed above (the "Effective Date"):

1. Grant Requirements. The Grantee acknowledges and agrees that the Grant shall be used exclusively for costs incurred directly in connection with the Project and as set forth in this Agreement, and that failure to do so will result in the Grantee having to return the Grant to the ASPCA within ten (10) days of the ASPCA's request to do so.

The Grantee acknowledges and agrees that any proposed changes to the Project, including, but not limited to, the Project goals and objectives, the use or purpose of funds, the distribution of funds across approved budget items, or any other substantive changes to the Project shall be fully approved by the Grant Officer and memorialized with an amendment to the Agreement prior to initiating any such changes.

Unless Grantee is expressly exempt from this requirement (e.g. as an agency or instrumentality of government), it shall meet the ASPCA Grantee Organizational Standards (the "Standards"), attached hereto as **Schedule 1**. If Grantee does not meet the standards by the Effective Date, the ASPCA may, in its sole discretion, grant additional time for the Grantee to come into compliance with the Standards. If additional time is granted, Grantee shall have 12-months or until the Expiration Date, whichever is sooner, to comply with the requirements and provide proof of compliance as a part of its required reporting.

The Grantee agrees that at no time will any funds it receives from the ASPCA be used to attempt to influence the outcome of any selection, nomination, election, or appointment of any individual to any public office or office of a political organization within the meaning of Internal Revenue Code Section 527(e)(2), and shall furthermore not use any of the funds it receives from the ASPCA to participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

For projects that include grant funds used to purchase food for a gathering of individuals, the Grantee will limit the use of ASPCA funds to purchase vegetarian, vegan, fish or welfare-certified meat products only. "Welfare-certified meat products" shall mean products that are from farms, obtained either directly or through another supplier (restaurant, retailer, etc.), that are certified by at least one of the following certification programs: (a) Animal Welfare Approved; (b) Certified Humane; and/or (c) Global Animal Partnership, Steps 2 and above. For more information about welfare-certified products or where to locate welfare-certified products, please visit http://www.aspca.org/take-action/help-farm-animals/finding-higher-welfare-products.

Employees, volunteers or other associates of the Grantee whose food expenses are reimbursed or otherwise paid from ASPCA grant funds, including, but not limited to beneficiaries of travel stipends and scholarships, are strongly encouraged to choose higher-welfare meat products, fish, vegan or vegetarian food.

Grant Reporting:

The Grantee must submit reports (the "Grant Reports") to provide the ASPCA with information about the Project and to ensure the Grant is being used as described in this Agreement. Grant Reports shall be due per the following schedule:

Report Type	Due Date
Final Report	01/14/2026

The Grantee acknowledges it may be subject to additional reporting requirements as assigned by its ASPCA Grant Officer and set forth in the Grant record in Fluxx (the "Additional Reporting"). Additional Reporting shall be submitted as a part of the regular Grant Reports.

Grantees that fail to submit required documentation by the Final Report Due Date may jeopardize future grants and/or grant payments.

Grant Extensions:

Extension requests will not be considered for the Final Report Due Date. However, should the Grantee need a Grant extension due to unforeseen delays in the Project timeline, Grantee may request an extension by emailing grants@aspca.org before the Grant Expiration Date. The ASPCA shall review the Grantee's request and may grant an extension to the Grant term. If the ASPCA declines the request for an extension, or if the Project is completed but carries a balance of unspent funds, the Grantee shall promptly refund and pay back to the ASPCA the unexpended balance.

Ad Hoc Requirements:

The ASPCA may request additional information regarding the Project. Upon such a request, the Grantee must provide the requested information in a timely manner. Such additional information may include but is not limited to receipts, photographs, and press information.

The ASPCA may choose to conduct site visits of the Grantee's location(s). The Grantee must provide the ASPCA with access to such locations at a date and time mutually agreed upon by the Parties.

2. Compliance with the Law and Maintenance of Tax-Exempt Status. In carrying out the Project, the Grantee shall comply with all applicable federal, state and local laws and regulations including but not limited to all applicable federal, state, and local employment laws, regulations, and rules.

The Grantee agrees that it is the sole employer of all individuals who are compensated in whole or in part with Grant funds, or whose employment, fellowship or internship position arises in any way as a direct or indirect result of the Grant (each a "Funded Position"). The Grantee further agrees that it is exclusively responsible for the classification and engagement of any contractors whose fees and/or expenses are paid in whole or in part with Grant funds ("Funded Contractor"). Accordingly, the Grantee agrees that with respect to any Funded Position and/or any Funded Contractor, the Grantee is exclusively responsible for compliance with, and will comply with, any and all applicable federal, state and local employment laws, regulations and rules, including, but not limited to, any employer obligations to: (a) timely pay all wages or other compensation due; (b) withhold and remit employment taxes; (c) administer any required discipline; (d) provide insurance coverages; (e) prohibit discrimination or harassment based on any protected characteristic; and (f) provide any required leave or accommodation. The Grantee acknowledges and agrees that the parties to this Agreement are in the relationship of Grantor and Grantee, and the use of Grant funds for Funded Positions and/or Funded Contractors does not constitute a joint venture, affiliation, or joint employment relationship of any kind.

If the Grantee is a 501(c)(3) organization, the Grantee certifies that it is in good standing with the Internal Revenue Service and shall notify the ASPCA immediately of any change in, or challenge by the Internal Revenue Service to, its status as a 501(c)(3) tax-exempt organization.

3. License. Each Party hereby grants to the other party a license to use the Party's name and trademarks on materials directly related to the activities of the Project and/or the Grant.

All use of the ASPCA name and trademarks must comply with the ASPCA's style guide. "ASPCA Trademarks" are: "ASPCA®", which must always appear in PMS 422 and 021, unless used in materials that are completely black and white in nature, in which case it may appear in black; and "The American Society for the Prevention of Cruelty to Animals®".

4.Acknowledgement of ASPCA Support. In consideration of the Grant, the Grantee may publicly acknowledge that the Project was made possible through a generous grant from the ASPCA. If the Grantee chooses to make an acknowledgment, Grantee shall submit any Project acknowledgements that include the ASPCA's name or trademarks to press@aspca.org for review and approval prior to its inclusion in any materials prepared and intended to be distributed regarding the activities of the Project. No changes on the approved version of any Project acknowledgements shall be instituted by the Grantee without the prior written approval of the ASPCA. The ASPCA has the right in its sole discretion to require the Grantee to remove all references to the ASPCA's involvement if the ASPCA determines that the Grantee is not fulfilling its obligations under this Agreement or if for any other reason the ASPCA determines that it is no longer in the ASPCA's best interest to be referenced in such manner.

For further assistance regarding recognition of the Grant, including press releases, advisories, or general media outreach, please contact the ASPCA's Media Department at press@aspca.org or visit https://www.aspcapro.org/media-and-promotional-materials-aspcar-grant-recipients for press release templates, logos, and other media materials.

5. Records. The Grantee will keep accurate books and records with respect to the grant in accordance with Generally Accepted Accounting Principles (GAAP) and business practices. The Grantee will keep records of receipts and expenditures made of Grant funds as well as copies of the reports submitted to the ASPCA and supporting documentation for at least three (3) years after completion of the use of the Grant funds, and will furnish or make available such books, records, and supporting documentation to the ASPCA for inspection at reasonable times from the time of the Grantee's acceptance of the Grant through such period.

6. Termination. The ASPCA may, in its sole discretion (i) withhold payment of funds until in its opinion the situation has been corrected or (ii) declare the Grant terminated in any of the following circumstances:

a. If, as the result of the consideration of reports and information submitted to it by the Grantee or from other sources, the ASPCA, in its sole discretion, determines that continuation of the Project is not reasonably in furtherance of the ASPCA's mission to provide effective means for the prevention of cruelty to animals throughout the United States (the "ASPCA Mission") or that the Project is not being executed in substantial compliance with the grant request (or work plan as revised) or that the Grantee is incapable of satisfactorily completing the work of the Project;
b. In the case of any violation by the Grantee of the terms and conditions of this Agreement;
c. In the event of any change in, or challenge by the Internal Revenue Service to, the Grantee's status as a 501(c)(3) tax-exempt organization if applicable; or

d. If it is revealed that, during the Project, the Grantee is or was involved in any activity or makes any statement disparaging of, or reflecting unfavorably upon the ASPCA, tarnishes the reputation of the ASPCA or is not in alignment with the ASPCA Mission.

If the ASPCA terminates the Grant, it shall so notify the Grantee, whereupon it, if so requested by the ASPCA, shall promptly refund and pay back to the ASPCA any unexpended balance of the Grant funds in the Grantee's hands or under its control or any expended Grant funds deemed to have been misappropriated per the terms of this Agreement.

Upon completion of the Project or termination of this Agreement for any reason, the ASPCA will withhold any further payments of Grant funds. All such determinations by the ASPCA under this **Section 6** will be final, binding and conclusive upon the Grantee.

7. Future Funding. The Grantee acknowledges that the ASPCA and its representatives have made no actual or implied promise of funding except for the amounts specified in this Agreement. If any of the Grant funds are returned or if the Grant is rescinded, the Grantee acknowledges that the ASPCA will have no further obligation to the Grantee in connection with this Grant as a result of such return or rescission.

8. Miscellaneous. This Agreement is intended to be binding upon the Grantee and the ASPCA. This Agreement represents the final agreement between the parties with respect to the subject matter hereto, and supersedes any and all prior agreements, written or oral, between the parties with respect to the matters contained herein. This Agreement is not intended to, nor shall it be deemed to create, any partnership or joint venture between the Grantee and the ASPCA. This Agreement shall be interpreted, governed by and construed in accordance with the internal laws of the State of North Carolina, without regard to the conflict of laws principles thereof. The parties hereto acknowledge and consent to personal jurisdiction and venue exclusively in North Carolina with respect to any action or proceeding brought in connection with this Agreement. This Agreement may be executed by the parties hereto in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which shall constitute together the same document.

If the terms and conditions of this Agreement are acceptable, please sign this Agreement and return it to us. By signing this Agreement, you represent and warrant that you are capable of binding the Grantee to the terms set forth in this Agreement.

Sincerely,

THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

_____

Lauren Martin

Vice President, Deputy General Counsel

ACCEPTED AND AGREED:

Madison County Animal Services

Matthew Wechtel

Chairman Board of Commissioners

Schedule 1

ASPCA Grantee Organizational Standards

- Must have at least 4 board members
- Majority of the board must be independent[1]

[1] This means that fewer than half of Grantee's Board members may be paid employees and/or family members or close relatives.

- Chairperson and Treasurer shall not be compensated
- Business registration must be current/active in the Grantee's state of incorporation
- Charitable registration must be current/active in the state of the Grantee's primary location **(for grants =>$25,000)**
- No overdue reports for any ASPCA grants, if applicable
- No overdue balances on prior grants, if applicable

Madison County Commissioners Meeting

Public Comment

March 11, 2025
7:00pm

North Carolina Cooperative Extension-Madison County Center

3 Minute Time Limit

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

	Name	Signature
1.	Matthew Ponder	
2.	Hassena Kassim	
3.	Connie Molland	
4.		
5.		
6.		
7.		
8.		
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20.		

Attachment 5.1

Madison County
Board of Commissioners

Budget Amendment #9
March 11, 2025

Description	Line Item	Debit	Credit
Tax Administration			
Salaries	10.4140.1210		$ 14,093.00
Salaries-Temp	10.4140.1260	$ 14,093.00	
Transportation Operations			
Custodial- Salary	10.4260.1210	$ 10,800.00	
Fica	10.4260.1810	$ 826.20	
Retirement	10.4260.1820	$ 1,235.52	
Unemployment	10.4260.1850	$ 108.00	
Workers Comp	10.4260.1860	$ 198.72	
Library			
Erate Reimbursement	10.3611.4445		$ 1,619.19
Donations	10.3611.4116		$ 572.94
Friends of the Library	10.3611.4420		$ 257.00
Binding & Processing	10.6110.3430	$ 500.00	
Electronic Resources	10.6110.2500	$ 1,000.00	
Travel	10.6110.3110	$ 500.00	
Capital Expenditures	10.6110.5100	$ 449.13	
Management Administration			
Spring Creek Cannon Foundation	10.3511.3810		$ 65,400.00
Spring Creek Cannon Foundation	10.5211.3500	$ 65,400.00	
Interest	10.3831.4910		$ 83,168.44
Animal Control			
Donations	10.3438.2000		$ 5,000.00
Vet Care Services	10.4380.2670	$ 5,000.00	
Donation from MHU			
Fire District			
Marshall Fire Dept	15.3187.0150		$ 100,000.00
Marshall Fire Dept	15.4341.0150	$ 100,000.00	
Ebbs Chapel Fire Dept	15.3187.0160		$ 100,000.00
Ebbs Chapel Fire Dept	15.4341.0160	$ 100,000.00	
Jupiter Fire Dept	15.3187.0165		$ 20,000.00
Jupiter Fire Dept	15.4341.0165	$ 20,000.00	
Walnut Fire Dept.	15.3187.0190		$ 50,000.00

Walnut Fire Dept.	15.4341.0190	$	50,000.00		
Country Fire Dept.	15.3187.0180			$	10,000.00
Country Fire Dept.	15.4341.0180	$	10,000.00		
Mars Hill Fire Dept.	15.3187.0155			$	400,000.00
Mars Hill Fire Dept.	15.4341.0155	$	400,000.00		
Leicester Fire Dept.	15.3187.0170			$	20,000.00
Leicester Fire Dept.	15.4341.0170	$	20,000.00		
Spring Creek Fire Dept.	15.3187.0195			$	50,000.00
Spring Creek Fire Dept.	15.4341.0195	$	50,000.00		
Adjust to actual					
Maintenance					
Professional Services	10.4261.1990	$	1,000.00		
Office Supplies	10.4261.2610	$	500.00		
Repairs and Maintenance Equipment	10.4261.3520	$	5,000.00		
Repairs and Maintenance Vehicle	10.4261.3530	$	7,500.00		
Courthouse Expenses	10.4261.4200	$	1,000.00		
Capital Improvements	10.4261.5900	$	55,000.00		
Adjust to actual					
Sales Tax					
1/4 cent sales tax	10.3232.3115			$	58,416.91
Education/Schools					
1/4 cent sales tax	10.5911.7200	$	58,416.91		
Contingency	10.7000.0000				

We are at 66% of the FY25 budget.

Attachment 5.2

Bank balances at February 28, 2025 are as follows:

	Unrestricted	Restricted
General Fund	$ 9,979,566.77	
Debt Service Fund		$ 288,635.26
Capital Outlay Fund	$ 426,631.92	
Capital Management	$ 22,556,961.44	$ 1,857,775.88
Occupancy Tax Fund		$ 84,328.19
Revaluation Fund		$ 174,827.60
Tourism Development		$ 1,934,093.36
Automation Fund		$ 176,408.43
Drug Seizure Fund		$ 11,215.92
Inmate Trust Fund		$ 43,491.12
Soil & Water Conservation		$ 42,383.49
Opioid Settlement		$ 795,134.20
Courthouse SCIF Grant GPO		$ 1,243,507.26
Fairgrounds GPO		$ 1,203,140.10
Arpa Cash Management Fund	$ 4,006,400.80	$ -
Total of All Accounts:	$ 36,969,560.93	$ 7,854,940.81
New Jail Loan	$ -	(Due in February)
School Debt Service	$ -	(Due in February)
40-42 Set Aside for Schools	$ (1,996,152.56)	
Unspent Grant/Restricted Proc	$ (2,441,997.92)	
Adoption Promotion Fund	$ (63,219.84)	
Encumbered Amounts	$ (6,445,367.36)	
911 Funds	$ (101,969.88)	
Goldenleaf Funds	$ (78,195.00)	
Arpa Funds	$ -	
Total assigned and restricted B	$ (11,126,902.56)	

	General	Landfill
Unassigned and Unrestricted t	$ 17,987,717.56	$ (1,047,863.04)

SUMMARIES:

Percentage of budget at February 28, 2025 is:

General Fund:		YTD	
Revenues	$ 1,787,003.38	$ 27,164,381.85	72.00
Expenditures	$ 3,106,410.16	$ 19,456,018.59	52.46

General Fund	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 02/24
Revenues to Date:	$ 1,787,003.38	$ 27,164,381.85		72.00	$ 28,688,299.82
Expenditures to Date:	$ 3,106,410.16	$ 19,456,018.59	$ 5,839,972.00	52.46	$ 194,600,998.19
Gain/Loss to Date:	$ (1,319,406.78)	$ 7,708,363.26			$ (165,912,698.37)

Contingency

Landfill	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 02/24
Revenues to Date:	$ 108,101.68	$ 2,536,775.07		87.34	
Expenditures to Date:	$ 197,129.62	$ 1,718,575.42		59.17	$ 1,538,402.49
Gain/Loss to Date:	$ (89,027.94)	$ 818,199.65			

Contingency

911 Emergency Telephone Ser	MTD	YTD	% OF BUDGET	Year to Date 02/24
Revenues	$ 7,281.71	$ 49,162.67	56.26	$ 65,668.00
Expenditures	$ 32,891.12	$ 55,881.12	46.30	$ 451,157.38
Gain/Loss	$ (25,609.41)	$ (6,718.45)		$ (385,489.38)

Contingency $-

GENERAL FUND:

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 02/24
Vehicle Tax	$ 84,293.96	$ 759,387.20	88.92	$ 847,923.71
Overages/Underages				
Ad Valorem Tax Interest	$ 13,745.23	$ 92,831.82	74.27	$ 128,640.93
Late Listing Fee	$ 845.42	$ 21,634.72	86.54	$ 16,191.44
Legal Fees				
2012 Ad Valorem Tax				
2013 Ad Valorem Tax		$ 455.00		
2014 Ad Valorem Tax		$ 1,539.04	25.65	$ 3,325.19
2015 Ad Valorem Tax	$ 462.37	$ 2,541.42	36.31	$ 3,569.06
2016 Ad Valorem Tax		$ 2,999.57	37.49	$ 3,496.61
2017 Ad Valorem Tax		$ 3,329.31	41.62	$ 7,638.75
2018 Ad Valorem Tax		$ 3,860.44	42.89	$ 8,413.99
2019 Ad Valorem Tax	$ 179.33	$ 6,715.24	67.15	$ 15,083.12
2020 Ad Valorem Tax	$ 108.37	$ 9,354.26	93.54	$ 21,832.98
2021 Ad Valorem Tax	$ 282.82	$ 17,944.64	71.78	$ 54,792.04
2022 Ad Valorem Tax	$ 1,467.52	$ 30,521.07	50.87	$ 159,397.09
2023 Ad Valorem Tax	$ 7,209.77	$ 132,957.07	66.48	$ 12,415,625.90
2024 Ad Valorem Tax	$ 299,876.63	$ 14,339,858.03	107.96	$ 17,543.58
Collection Fees: Marshall				
Collection Fees: Mars Hill				
Collection Fees: Hot Springs				
Sale of Tax Maps				
Tax Office Copies				
Returned Check				
Refunds/Overpayment of Taxes				
Contra: Returned Check				
Sale of Foreclosed Property				
Contra: Foreclosed Property Expenses				
Sales Tax/Video Programming				
Sales Tax	$ 663,956.17	$ 3,747,811.38	53.61	$ 4,487,905.69
Gas Tax Refund/State	$ 2,243.01	$ 10,843.77	40.16	$ 19,575.72
Payment In Lieu of Taxes				
Forest Service Timber Sales				
Clerk of Court	$ 303.14	$ 30,945.22	40.72	$ 55,207.42
Board of Elections		$ 4,611.79		$ 14,207.20
Register of Deeds	$ 13,432.00	$ 249,485.85	51.36	$ 351,881.70
Sheriff's Department	$ 268,157.20	$ 2,159,463.80	65.24	$ 2,617,990.00
Emergency Management	$ 20,625.00	$ 65,790.06	0.12	$ 20,625.00
Inspections	$ 9,501.80	$ 124,654.95	6.89	$ 240,577.56
Animal Control		$ 54,758.02	377.64	$ 42,104.05
Transportation	$ 110,126.47	$ 290,532.79	33.29	$ 492,385.06
Cooperative Extension Service				
Soil & Water Conservation				
Grant Revenues/JCPC/DJJDP	$ 73,435.00	$ 189,920.82	17.78	$ 682,704.30

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 02/24
Health Department	$ 44,866.26	$ 1,203,893.31	46.62	$ 1,714,292.71
Medicaid Hold Harmless Tax				
Social Services	$ 168,732.53	$ 1,187,125.27	42.65	$ 1,218,341.59
AFDC				
Foster Care	$ 14,276.02	$ 80,725.62	34.95	$ 115,974.47
Medicaid				
Adoption				
Child Support Enforcement	$ 13,617.44	$ 79,778.15	88.03	$ 60,830.43
In Home Aides	$ 687.65	$ 13,322.97	17.17	$ 17,277.16
Beech Glen Center	$ 1,270.00	$ 7,794.20	78.33	$ 5,930.00
Nutrition	$ 14,663.80	$ 214,854.14	118.63	$ 138,753.35
State Lottery Funds/Education		$ 236,214.01	100.00	$ 1,112,278.62
Library	$ 9,784.19	$ 131,302.52	79.70	$ 79,598.39
Parks & Recreation		$ 2,145.00	17.79	$ 1,818.00
Interest Earned		$ 728,604.71	118.28	$ 677,321.79
Rent of County Property	$ 4,660.25	$ 38,035.50	63.29	$ 45,270.00
Finance/Other		$ 310,557.99	97.21	$ 197,579.04
Miscellaneous Income		$ 61,281.55		
Fund Transfer In				
Totals	$ 1,787,003.38	$ 27,164,381.85	72.00	$ 28,688,299.82

GENERAL FUND EXPENDITURES

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 02/24
Governing Body	$ 5,103.59	$ 74,366.79		49.25	$ 88,596.75
Finance Office	$ 40,380.91	$ 457,941.16		48.47	$ 436,860.91
Tax Collector	$ 57,228.32	$ 385,703.36		41.71	$ 311,058.06
Land Records	$ 35,854.54	$ 76,982.04	$ 47,500.00	70.96	$ 55,029.18
Professional Services		$ 16,737.50		19.90	$ 16,250.00
Court Facilities	$ 289.40	$ 6,265.80	$ 3,473.00	16.50	$ 23,662.18
Board of Elections	$ 11,811.80	$ 205,248.13	$ 33,772.00	59.77	$ 128,477.53
Register of Deeds	$ 30,213.59	$ 230,279.37		62.75	$ 261,053.37
Register of Deeds- Automation		$ 14,135.00		100.00	
Custodial	$ 11,775.00	$ 83,988.50		58.10	$ 54,869.96
Maintenance	$ 28,289.20	$ 463,021.24	$ 40,827.00	59.58	$ 654,868.19
Sheriff's Department	$ 359,281.57	$ 3,520,562.57	$ 32,923.00	66.23	$ 3,403,476.46
Emergency Management	$ 5,006.15	$ 70,067.52		45.07	$ 40,312.91
911 Dispatchers	$ 54,704.61	$ 512,606.66	$ 21,572.00	60.03	$ 499,197.06
Fire Contract/Forest Service	$ 7,455.77	$ 48,767.14		37.52	$ 36,888.97
Inspections	$ 21,674.78	$ 193,928.76		61.56	$ 210,020.94
Zoning and Planning	$ 44,220.78	$ 128,049.77		66.69	$ 33,340.05
Economic Development	$ 15,340.16	$ 78,280.50		3.71	$ 98,644.51
Medical Examiner	$ 400.00	$ 14,150.00		56.60	$ 10,400.00
Ambulance Service Contract	$ 142,916.67	$ 1,143,333.36	$ 1,430,833.00	58.08 ##	$ 1,000,416.69
Animal Control	$ 20,145.54	$ 206,519.84		44.80	$ 222,829.89
Transportation - Admin	$ 1,461.26	$ 106,175.65		69.57	$ 80,955.95

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 02/24
Transportation - Operating	$ 72,725.87	$ 432,113.60	$ 1,164.00	55.02	$ 398,268.29
Transportation - Capital Outlay		$ -		-	
Transportation - EDTAP		$ 109.80			
Planning & Development	$ 2,500.00	$ 31,580.83		9.07	$ 83,680.57
Information Technology	$ 22,110.36	$ 260,245.83	$ 43,657.00	58.16	$ 210,077.16
Cooperative Extension	$ 30,064.25	$ 206,429.35	$ 33,159.00	52.63	$ 201,918.74
Soil & Water	$ 11,450.01	$ 101,434.12	$ 7,200.00	60.65	$ 93,915.40
Health Department	$ 252,438.25	$ 2,215,441.73	$ 346,642.00	56.07	$ 2,340,889.05
Drug Free Community	$ 11,097.29	$ 95,601.06	$ 10,500.00	55.70	$ 87,139.56
MHAT	$ 9,358.95	$ 54,904.39	$ 3,440.00	41.61	$ 44,793.37
Management Admin.	$ 13,269.93	$ 416,663.01	$ 4,063.00	29.16	$ 275,783.16
Social Services	$ 278,414.22	$ 1,912,079.90		45.54	$ 1,560,224.47
AFDC	$ -	$ 333.00		4.16	$ 1,143.79
Special Assistance	$ 8,880.00	$ 69,807.00		82.30	$ 61,368.50
State Foster Care	$ 17,247.56	$ 136,721.71		56.97	$ 78,153.00
Foster Care Program		$ 27,172.41		13.59	$ 53,824.91
Medical Assistance Program					
Adoption Assistance	$ 16,306.43	$ 120,377.35		44.90	$ 121,925.08
Crisis Intervention					
Child Support	$ 7,200.22	$ 67,388.17	$ 1,253.00	49.92	$ 64,875.73
In Home Aides	$ 6,257.51	$ 55,276.32		27.11	$ 54,480.30
Nutrition	$ 44,304.08	$ 396,993.68		51.11	$ 362,064.98
Education	$ 427,280.52	$ 4,132,721.40	$ 3,654,240.00	78.26	$ 4,723,335.24
A-B Technical College	$ 9,542.00	$ 76,366.00	$ 114,504.00	66.67	$ 76,336.00
Bank Charges	$ 1,338.47	$ 15,259.78		61.04	$ 14,404.62
Library	$ 50,581.96	$ 425,707.05	$ 9,250.00	56.08	$ 411,438.96
Parks & Recreation	$ 9,236.83	$ 130,931.98		46.68	$ 140,921.39
Debt Services					
Debt Services Interest					
Fund Transfer In/ Landfill & Library					
Fund Transfer Out/Revaluation					
TOTALS	$ 3,106,410.16	$ 19,456,018.59	$ 5,839,972.00	52.46	$ 194,600,998.19

LANDFILL FUND

REVENUES	MTD	YTD	% OF BUDGET	Year to Date 02/24
Transfer From Fund Balance				
Landfill Miscellaneous Fees		$ 1,735.59		
Returned Check Fees				
Surplus Property Proceeds				
State Tire Disposal Fee	$ 10,041.22	$ 30,518.16	169.55	$ 30,681.05
Local Tire Disposal Fee	$ 57.75	$ 1,969.00	131.27	$ 2,807.55
White Goods Tax		$ 1,497.40	22.65	$ 4,711.40
Sale of White Goods	$ 3,479.50	$ 23,078.70	148.89	$ 15,108.30
Household Hazardous Waste				
Temporary Disposal Cards	$ 7,900.80	$ 37,544.48	101.47	$ 61,070.00
Duplicate Disposal Cards	$ 380.00	$ 1,430.00	5.11	$ 3,906.35
Landfill Disposal Cost Fees	$ 14,522.49	$ 91,403.74	66.24	$ 85,225.63
Landfill Sale of Recyclables	$ 10,325.36	$ 58,884.18	154.96	$ 42,621.16
Nuisance Tires				
Disposal Cards	$ 53,165.89	$ 2,240,488.97	87.30	$ 2,198,349.11
Construction Demolition	$ 3,035.50	$ 32,476.50	73.19	$ 33,517.74
Solid Waste Disposal Distributi	$ 4,735.85	$ 15,261.03	152.61	$ 1,446,401.00
Grant/State				
Electronics Management	$ 457.32	$ 457.32		
Electronics (County)		$ 30.00	0.50	$ 90.00
Interest				
Totals	$ 108,101.68	$ 2,536,775.07	87.34	$ 2,495,677.90

EXPENSES:	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 02/24
Landfill	$ 167,437.27	$ 1,503,390.01	$ 585,569.36	58.36	$ 1,341,990.79
Recycling	$ 27,317.18	$ 198,819.69	$ 8,779.00	67.28	$ 174,798.87
Scrap Tires	$ 2,375.17	$ 16,365.72	$ 11,047.00	61.76	$ 21,612.83
White Goods					
Closure/Post Closure					
Totals	$ 197,129.62	$ 1,718,575.42	$ 605,395.36	59.17	$ 1,538,402.49

Town of Marshall Police Department

Attachment 7.1

RELEASE OF LIABILITY FOR DONATED VEHICLE

The Town of Marshall ("Town") is a North Carolina municipal corporation and, pursuant to the authority granted by G.S. §160A-280, has declared certain personal property as surplus and authorized its donation to a governmental unit and/or non-profit corporation. By signing this document, I agree as follows:

1. Donated Vehicle – The Town is donating to me the following item (the "Donated Vehicle"):

Year	Make	Model	VIN
2008	Ford	Crown Vic	2FAHP71VX8X144966

2. Condition "As Is" – The Town is not making any representations, warranties, or guarantees about the Donated Vehicle, including any implied warranties of merchantability and/or fitness for any purpose. I am accepting the Donated Vehicle "as is." I understand that the Town will not provide any instructions or follow-up services, replacement parts, or repairs.

3. Assumption of Risk – I understand that there are certain risks of injury that may arise from the possession, use, or misuse of the Donated Vehicle, including the risk of injury, disability, or damage to property. I assume full responsibility for all risks arising directly or indirectly from my possession, use, or misuse of the Donated Vehicle, both known and unknown, regardless of the cause.

4. Waiver and Release – I waive and release any and all claims against the Town, its officials, officers, agents and employees (collectively, "Town Parties") with respect to any and all injury, disability, death, loss, or damage to property resulting from possession, use, or misuse of the Donated Vehicle, regardless of the cause and even if caused by negligence, whether passive or active. I agree not to sue any of the Town Parties on the basis of these waived and released claims.

5. Indemnity – I will defend, indemnify and hold the Town and Town Parties harmless from and against any and all liability, loss, damages, claims and attorney's fees that may be suffered by any Town Party resulting directly or indirectly from the possession, use, or misuse of the Donated Vehicle by me or any other person, except and only to the extent the liability is caused by the gross negligence or willful misconduct of a Town Party.

I have read and understand the terms of this agreement. I understand that this agreement covers each and every item of Donated Vehicle which I am receiving. I sign it freely and voluntarily.

ACKNOWLEDGED AND AGREED TO BY:

Mayor – Town of Marshall — Date: 2/24/25

Authorized County Official – Madison County — Date: 3/11/25

STATE OF NORTH CAROLINA COUNTY OF MADISON

LEASE AGREEMENT - 11 day of March 2025

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 **UPPER LAUREL COMMUNITY ORGANIZATION, INC., a North Carolina Non-Profit Corporation,** hereinafter referred to as Lessee; thus

W I T N E S S E T H

THAT WHEREAS The Lessor is an entity authorized to appropriate funds to the Lessee for the purposes of carrying out a public purpose and Lessor is the owner of the herein below described demised premises which Lessor, except as set forth herein below, does not require the use of during the term of the lease, and Lessor desires to enter into the terms and provisions of this Lease to convey unto Lessee a lease in the demised premises pursuant to NC Gen. Stat. 160A-272. Therefore, pursuant to the terms and provisions of said statute the Lessor does hereby let and lease unto the Lessee the demised premises set forth herein below upon the following terms and provisions:

TO HAVE AND TO HOLD said premises unto the Lessee upon the following terms and conditions:

1. Term: The term of this Lease shall commence on 11 March 2025 and extend through and until 30 June 2030.

2. Basic Rent: Rents hereunder shall be payable as follows: All payments shall be made on or before the first day of each calendar year over the term of this Lease and shall be in an amount of $1.00 per year.

3. Demised Premises: That building commonly known as "The Old Ebbs Chapel School Building" and that parcel of land on which said building is located whose northern and eastern boundary is with the land of Charles Johnson, the western boundary with the lands of Bright Hope United Methodist Church, the southern boundary with Laurel Valley Road, specifically excepting the lands containing the ballfield and buildings ancillary to the use of the ballfields together with and subject to the rights of the Lessor and Lessee to shared access to the driveways and common parking areas.

4. Covenants Regarding Use of Property and Indemnification: The Demised Premises shall be used by the Lessee only for the purposes of providing a community center to the residents of Madison County and other invitees and for the purposes of providing community center activities to those persons as is more particularly set forth herein below. 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.

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: (a) to enter and inspect the building, and (ii) upon reasonable notice to Lessee to enter and inspect the demised premises.

7. Responsibilities of Lessee: Lessor, has in the past, and is now vigorously attempting to encourage the operation of community centers throughout Madison County to serve the needs of the citizens of the county and in particular the needs of citizens of the community in which the community centers are located, and the demised premises is an excellent site for the furtherance of such a concept and the Lessee has graciously agreed to assist the Lessor by operating such a community center on the demised premises to serve the citizens of Madison County and in particular to serve the needs of the Upper Laurel Community. To that end the Lessee agrees to do the following:

a. To use the demised premises for the purposes of providing to the citizens of the Upper Laurel Community a community center and to operate the demised premises with the cooperation of the Madison County Manager or his Designee which affords recreation services and services to the citizens of Madison County and in particular, senior citizens.

b. To open and close all buildings on the demised premises before and after all activities.

c. To maintain a master schedule with the schedule to contain and be coordinated with any activities planned by the Madison County Manager or his Designee for the use of the facility by various community sponsored groups.

d. To maintain proper control with respect to all keys to the building except those keys maintained by Lessor.

e. To inspect the demised premises as may be necessary to insure that prior to the demised premises' use for any activity that the premises are safe for the uses contemplated therein.

f. To report immediately all damage, vandalism and other defects to the demised premises to the Madison County Manager or Designee.

g. To provide all maintenance and repairs to the demised premises.

h. To provide the proper security protection for the demised premises when not in use by authorized groups.

i. To keep the demised premises in good and proper condition.

j. To defer to the Lessor regarding any use of the Lessor of the demised premises for use by the Lessor for Lessor sponsored activities provided that all costs associated with the Lessor sponsored activities are paid for and the responsibility of the Lessor.

k. To take all energy saving and conservation methods required to conserve energy costs on the demised premises.

l. To endeavor to obtain funds to repair and maintain the demised premises and to engage in activities which would further the interest of the community.

m. To maintain a policy of general liability insurance in the amount of $1,000,000.00 per occurrence which shall insure against damage or loss against personal property pertaining to use of the demised premises by the Lessee, specifically naming the Lessor as an additional loss payee on such policy of insurance. Lessee further agrees 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.

n. Lessee shall be responsible for any and all damages which occur on or about the demised premises as a result of Lessee's negligence; to bear the cost of and be solely responsible for the costs of all repairs to the facility; to make no additional alterations to the facility without the express written approval of the Lessor; to keep the premises in good condition, including routine maintenance and cleaning.

o. Lessee shall comply with all County Policies specifically including without limitation County Policy entitled "Outside Entity Grant Policy" relative to Lessee's attempts to obtain funds for the repair, maintenance and improvement of the Demised Premises.

8. Responsibilities of Lessor: Lessor, in return for the services provided by the Lessee, shall:

a. Maintain upon the demised premises insurance against loss from fire or damage.

b. Pay for and be responsible for the cost of the electrical utility service to the demised premises.

c. Cooperate with the Lessee in the Lessee's grant writing and all attempts to obtain funds for the repair, maintenance and improvement of the demised premises consistent with County Policies.

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:

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. 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.

15. Notices: All notices required by this Agreement shall be forwarded to:

Lessee:
Upper Laurel Community Organization, Inc.
c/o Bob Smith
281 Laurel Valley Road
Mars Hill, NC

Lessor:
Madison County
c/o Rod Honeycutt, County Manager
107 Elizabeth Lane
Marshall, NC

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.

16. 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.

17. Special Provisions: Lessor and Lessee specially agree herein as follows:

a. Upon the termination of this Lease all improvements to the demised premises including trade fixtures affixed to the premises so as to include without limitation those improvements to the building which may consist of windows, lighting, heating, cooling, curtains, staging, rigging, sound systems, plumbing improvements, electrical improvements, seating, etc., shall remain part of the demised premises and shall not be removed by the Lessee.

b. It is specifically understood by the parties that the Lessor is presently using a portion of the demised premises as part of its senior citizens program and "meal site usage". No provision of this Lease shall be interpreted in any manner whatsoever to interfere with the Lessor's continued use of the demised premises as it relates to those programs.

c. Lessee acknowledges that Lessee is leasing the Demised Premises "as is" without any warranty or representation and that Lessor has not made, and is not hereby making, any warranties or representations pertaining to the physical conditions of the Demised Premises, any part thereof or any improvement thereon.

18. 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 11 March 2025 Regular Business Meeting authorizing entry of this Lease after having resolved at its 28 January 2025 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 authorize the Lease at its 11 March 2025 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: Madison County Manager

Attest:

By: _____

Clerk to the Board

(SEAL)

UPPER LAUREL COMMUNITY ORGANIZATION, INC.,
Lessee

By:_____
Title:_____

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 the Upper Laurel Community Organization, Inc. for a period commencing on 11 March 2025 and ending 30 June 2030 at an annual lease payment of $1.00 per year. The property subject to the Lease is located in the Ebbs Chapel Township, commonly known as the "Old Ebbs Chapel School Building" which is currently occupied by the Upper Laurel Community Organization, Inc., Laurel Valley Road, Mars Hill, North Carolina. That building commonly known as "The Old Ebbs Chapel School Building" and that parcel of land on which said building is located whose northern and eastern boundary is with the land of Charles Johnson, the western boundary with the lands of Bright Hope United Methodist Church, the southern boundary with Laurel Valley Road, specifically excepting the lands containing the ballfield and buildings ancillary to the use of the ballfields together with and subject to the rights of the Lessor and Lessee to shared access to the driveways and common parking areas.

Further, it is the intent of Madison County to enter into this Lease Agreement by resolution to be adopted at its regular meeting on 11 March 2025.

February 7, 2025.

MANDY BRADLEY, Clerk
Madison County Board of
Commissioners

February 7, 2025
#11011781

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT BETWEEN MADISON COUNTY AND UPPER LAUREL COMMUNITY ORGANIZATION, INC. FOR USE OF COUNTY OWNED PROPERTY

WHEREAS, Madison County owns a certain parcel of land containing the building commonly known as the old Ebbs Chapel School located on Laurel Valley Road, Mars Hill, 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. § 1 60A-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 the Upper Laurel Community Organization, 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 the Upper Laurel Community Organization, 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 11 day of March, 2025.

Matt Wechtel, Chairman

ATTEST:

Mandy Bradley, Clerk

AGREEMENT FOR ENGINEERING SERVICES

This **AGREEMENT FOR ENGINEERING SERVICES** is made and entered into this the 12th day of February 2025, by and between **Madison County, North Carolina** (Madison) **(OWNER)** and **McGill Associates, P.A.** (McGill) **(ENGINEER).**

WHEREAS, Madison County proposes to do certain water system extensions associated with the extension of the Town of Hot Springs Water system to serve and consolidate the Fairview Community Water system. Fairview Community Water system is located to the north of the Town of Hot Springs along US 25/70 and currently owns and operates a community water system which serves the area. This system has been plagued by water quality violations, inadequate supply from the single water supply well and maintenance issues. Madison County desires to help eliminate these problems for the residents and customers served by the system and has secured special earmark funding as a part of appropriations from S.L. 2023-134 to complete these system improvements. Madison County has engaged McGill Associates to provide professional engineering services for the projects.

The project consists of a new booster pump station to be built adjacent to the Town of Hot Springs 25/70 water tank, extension of a new 6" water line along US 25/70 to East Lawson Road, new water lines to replace the older poor condition water lines on East Lawson Road, South Lawson Road, Fairview Loop Road, and adjoining roads, a new 100,000 gallon water storage tank, and the demolition of the existing Fairview water tank.

WHEREAS, the ENGINEER desires to provide professional planning, and engineering services in accordance with this agreement.

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

SECTION 1 - GENERAL SERVICES

The ENGINEER shall:

1.1 The ENGINEER shall, as directed by the OWNER, provide professional engineering services for the OWNER in all phases of the project; serve as OWNER's professional engineering representative for the project; and shall give professional consultation and advice to OWNER during the performance of the services hereunder.

1.2 The ENGINEER shall provide all necessary personnel required in performing the project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All services rendered hereunder shall be performed by the ENGINEER or under his supervision and all personnel engaged in the project shall be fully qualified under North Carolina law to perform such services.

1.3 The ENGINEER shall seek and obtain authorization from the OWNER before proceeding with the project, or before performing any Additional Services as described in Section 3, or before performing any other services which would not be included in the fee for Basic Services set forth in Section 6 hereof, subject to OWNER's right to terminate as herein provided.

1.4 The ENGINEER shall comply with existing federal, state and local laws and regulations regarding equal employment opportunity. The ENGINEER is further obligated to include requirements hereunder in any subcontract written by him in association with this agreement.

SECTION 2 - BASIC SERVICES

2.1 PRELMINARY DESIGN

The preliminary design phase of work shall be as follows:

1. Prepare scoping documents, cost estimates and preliminary maps to assist the Owner, Fairview Community Water System and the Town of Hot Springs to be provided to the local representatives and to secure approval for the project.

2. In conjunction with the Owner and Town of Hot Springs meet with representatives of the Fairview Community Water system to gather historical information and discuss and clarify the need for the project.

3. On behalf of Madison County and the Town of Hot Springs assist with the completion of the "Form for recipients of water, wastewater, and stormwater project appropriations in the FY 2023 Budget Bill (S.L. 2023-134) of the General Assembly of North Carolina, and submit to the North Carolina Division of Water Infrastructure.

2.2 PROJECT SITE AND ROUTE SURVEY

2.2.1 Set horizontal and vertical geodetic survey control on NAD83(2011) and NAVD88 (GEOID12A).

2.2.2 Contact NC One Call and request utility locations for the project area. Locate utilities as marked.

2.2.3 Locate above-ground visible utilities on site.

2.2.4 Locate planimetric data for above-ground features, accessible piping networks, roads, buildings, structures in the immediate project area.

2.2.5 Coordinate topographic mapping and creation of digital terrain model of the site and water line routes suitable to produce a one-foot contour interval.

2.2.5 Establish property boundaries and ROW lines as appropriate for the project area.

2.2.6 Prepare a plat for the purpose of securing real property and an easement for the proposed water storage tank and water line to the subject tank. ***It is assumed that a single plat and a single easement are required, and both will be from the same property Owner. Any additional easements required would be considered additional services.***

2.3 DESIGN AND PERMITTING PHASE SERVICES

2.3.1 Prepare preliminary design documents including water line route, booster pump station layout, storage tank site plan, project details and supporting design calculations.

2.3.2 Consult with OWNER and the Town of Hot Springs to discuss project objectives for concurrence and acceptance prior to proceeding with the final design phase.

2.3.3 Review preliminary design with OWNER and Town of Hot Springs for concurrence and acceptance.

2.3.4 Coordinate the provision of any subsurface investigation by others, if any, and assist with preparing site maps identifying test locations. The costs for geotechnical exploration is included in the Engineering Fees detailed in Section 6.

2.3.5 As directed by the Owner contact the identified real property Owner to discuss the details of purchasing property for the proposed tank site and water line easement. As needed coordinate securing on behalf of the Owner an independent appraisal for the purchase of the property and the water line easement. The Owner shall provide all legal services necessary to prepare easement and property purchase documents.

2.3.6 Prepare bid documents, contract documents, technical specifications and construction drawings to detail the character and scope of the work including all design functions and coordination for all construction sequencing of the Project.

2.3.7 Prepare final design calculations for submission to review agencies.

2.3.8 Prepare and submit permit application and supporting documents to NC DWR-PWS to assist in obtaining the construction approval.

2.3.9 Prepare and submit technical specifications, design drawings and supporting documents in accordance with NCDWI.

2.3.10 Prepare and submit permit application and supporting documents to NCDEQ to assist in obtaining the erosion and sediment control approval, as applicable.

2.3.11 Prepare and submit required encroachment documentation to NCDOT for approval, as applicable.

2.3.12 Respond to review agency comments and modify documents as necessary to achieve permit approvals.

2.3.13 Perform an internal quality control and constructability review of the project prior to final approval to proceed to the Bidding and Award Phase.

2.3.14 Furnish copies of the final design documents as required to accomplish the design phase.

2.4 BIDDING AND AWARD PHASE SERVICES

2.4.1 Assist the OWNER in advertising the project for competitive bids in accordance with NC general statutes and Madison County purchasing policy or guidelines.

2.4.2 Assist the OWNER with scheduling and facilitating a pre-bid conference for prospective bidders, if required by the funding agency. Prepare minutes for the pre-bid conference and distribute to prospective bidders.

2.4.3 On behalf of the OWNER respond to prospective bidders' questions and prepare project addenda as necessary.

2.4.4 Assist the OWNER with receiving, opening and evaluating bids for the project.

2.4.5 On behalf of the Owner provide information to the funding agency as to the bids received, acceptability of bidders/contractors, subcontractors, and equipment suppliers and respond to questions from the funding agency.

2.4.6 Consult with and advise the OWNER as to the acceptability of bidders/contractors, subcontractors, equipment suppliers and make recommendations as to the lowest responsive, responsible bidder for the contract. It is assumed this project will be performed under one contract.

2.4.7 Assist the OWNER in the final preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.

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

2.5 CONSTRUCTION ADMINISTRATION and OBSERVATION PHASE SERVICES

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

2.5.2 Provide periodic project observation to monitor the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents, and during such visits and on the basis of on-site observations by an experienced and qualified professional, keep the OWNER informed of the progress of the work, endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor(s) and disapprove or reject any work failing to conform to the Contract Documents. This Agreement is based on an assumed construction time of 365 calendar days and further assumes that observation will be provided 20 hours/week on average during active construction.

2.5.3 Prepare adjusting change orders as required and if necessary.

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

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

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

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

2.6 POST-CONSTRUCTION PHASE SERVICES

2.6.1 Prepare final Record "As-Built" Drawings

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

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

SECTION 3 - ADDITIONAL SERVICES

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

3.1.1 Additional services resulting from significant changes in general scope of the project, or the OWNER 's schedule.

3.1.2 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the project.

3.1.3 Additional services in connection with the project, including services normally furnished by the OWNER and services not otherwise provided for in this agreement.

SECTION 4 – OWNER'S RESPONSIBILITIES

The OWNER shall:

4.1 Designate a person to act as OWNER 's representative with respect to the work to be performed under this agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER 's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.

4.2 Provide full information as to its requirements for the project.

4.3 Assist the ENGINEER by placing at his disposal all available information pertinent to the project including previous documents and any other data relative to evaluation of the project.

4.4 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services under this agreement.

4.5 Examine documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.

4.6 Provide such legal, accounting and insurance counseling services as may be required for the project, and such auditing services as may be required to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.

4.7 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the project.

4.8 Furnish or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this agreement or other services as required.

SECTION 5 - PERIOD OF SERVICES

5.1 Unless this agreement has been terminated as provided in paragraph 7.1, the ENGINEER will be obligated to render services hereunder for a period which may reasonably be required for the services described herein. The ENGINEER may decline to render further services hereunder if the OWNER fails to give prompt approval of the various phases as outlined. Upon receiving a written authorization to proceed, the ENGINEER shall provide the OWNER with a written schedule of completion for the services so authorized.

5.2 If the design of the project is delayed significantly for reasons, beyond the ENGINEER's control, the various rates of compensation provided for elsewhere in this agreement shall be subject to renegotiation. It is expressly understood by all parties to the agreement that a delay of several months may occur between completion of design and commencement of construction. This shall not be considered significant.

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 PAYMENT FOR BASIC SERVICES

6.1.1 The OWNER will pay the ENGINEER for Basic Services as outlined in Section 2 the following lump sum (unless otherwise noted) fees, inclusive of all reimbursable expenditures:

Sections 2.1 through 2.3	**-**	**$306,200**
Section 2.4	**-**	**$15,000**
Sections 2.5 and 2.6	**-**	**$242,100 (Maximum Not to Exceed based on Billing Rates shown in Attachment A)**

6.2 PAYMENT FOR ADDITIONAL SERVICES

6.2.1 The OWNER will pay the ENGINEER for Additional Services as outlined in Section 3 an amount based on actual time spent and expenses incurred by principals and employees of the ENGINEER assigned to the project in accordance with Attachment A - Basic Fee Schedule, should any of these services be requested by the OWNER.

6.3 TIMES OF PAYMENT

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

6.4 GENERAL

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

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

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

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

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

7.2 OWNERSHIP OF DOCUMENTS

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

7.3 INSURANCE AND CLAIMS

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

7.4 SUCCESSORS AND ASSIGNS

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

7.5 ENTIRE AGREEMENT

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

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

McGILL ASSOCIATES, P.A.

By: _____
M. Keith Webb, PE
Vice President

By: _____
Mark Cathey, PE
Vice President, Regional Manager

MADISON COUNTY

By: _____
Matthew Wechtel
Chairman, Board of Commissioners

Attest:

By: _____
Mandy Bradley
Clerk to the Board

Preaudit Statement
This instrument has been pre-audited in the manner required by the Local Budget and Fiscal Control Act.

By: _____
Kary Ledford
Madison County Finance Officer

ATTACHMENT A - BASIC FEE SCHEDULE

BASIC FEE SCHEDULE

January 2025

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	$310			
Principal – Regional Manager – Director	$260	$270	$290	$300
Practice Area Lead	$230	$250	$280	$290
Senior Project Manager	$230	$250	$275	$285
Senior Engineer	$230	$250	$275	$285
Project Manager	$205	$215	$230	$240
Senior Project Engineer	$205	$215	$230	$240
Project Engineer	$165	$175	$190	$200
Engineering Associate	$140	$150	$155	$160
Planner- Consultant – Designer	$145	$160	$180	$200
Engineering Technician	$125	$140	$150	$160
CAD Operator – GIS Analyst	$105	$115	$130	$140
Construction Services Manager	$180	$190	$200	$215
Construction Administrator	$140	$155	$165	$180
Construction Field Representative	$115	$125	$140	$150
Project Administrator	$105	$125	$130	$145
Funding-Financial Service-Manager	$215	$225	$235	$245
Grant Administrator	$135	$150	$160	$170
Environmental Specialist	$115	$125	$130	$135
Administrative Assistant	$90	$100	$110	$125
Survey Party Chief	$110	$125	$140	$160
Survey Field Technician	$95	$100	$105	$110

EXPENSES

a. Mileage - $0.75/mile
b. Flow Monitoring Equipment: Pressure Flow Meter- $400/wk.; Gravity Flow Meter - $1,000/deployment
c. Robotics/GPS Equipment: $35/hr.
d. Aquatic Surveying Equipment – Vessel $250/day
e. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

ASSOCIATED SERVICES

a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

Notice to Proceed

Date: March 11, 25

Project: Contract B – Town of Mars Hill Highway 213 Water System Improvements	
Owner: Madison County	DWI #.: SRP-D-ARP-0206
Contract: Contract B – Town of Mars Hill Highway 213 Water System Improvements	Engineer's Project No.: 22.00333
Contractor: Hyatt Pipeline, LLC	
Contractor's Address: 492 Buckeye Cove Rd. Canton, NC 28716	

You are notified that the Contract Times under the above Contract will commence to run on March 12, 25. On or before the 10th day following this date, you are to commence work and start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of Substantial Completion is March 7, 26, and the date of Final Completion is April 6, 2026.

	Madison County
Contractor	Owner
	Given by:
Authorized Signature	Authorized Signature
	Board of Commissioners Chairman
Title	Title
	March 11, 2025
Date	Date

MODIFIED AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Madison County ("Owner") and Hyatt Pipeline, LLC ("Contractor").

Effective Date of Agreement: January 16, 2025 / Approved by Madison County March 11, 2025

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Installation of a new 300,000-gallon water storage tank, 150 gpm booster pump station, approximately 20,700 LF of 8-inch DIP water line, valves, hydrants, and other appurtenances, and 290 LF of steel encasement.

ARTICLE 2 – ENGINEER

2.01 The Project has been designed by McGill Associates, P.A. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed within 360 calendar days and completed and ready for final payment in accordance with the Modified General Conditions within 390 calendar days.

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3.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with Article 12 of the Modified General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **$500** for each calendar day that expires after the time specified in Paragraph 3.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **$500** for each calendar day that expires after the time specified in Paragraph 3.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 4 – CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the amounts determined pursuant to Paragraphs 4.01.A, and 4.01.B below:

A. For lump sum work an amount equal to the percentage completed of specific items of work provided by the Contractor as a schedule of values for the Lump Sum work.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item. The unit price for each item is as supplied in the Bid for the project.

ARTICLE 5 – PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the Modified General Conditions. Applications for Payment will be processed by Engineer as provided in the Modified General Conditions.

5.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 5.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the Modified General Conditions (and in the case of Unit Price Work based on the number of units completed).

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1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the Modified General Conditions.

    a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 97.5 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the Modified General Conditions and less 250 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

5.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the Modified General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has reviewed all General and Supplementary Conditions applicable to the Work.

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and

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procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 6.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 – MISCELLANEOUS

7.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the Modified General Conditions and the Supplementary Conditions.

7.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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7.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

7.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 7.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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ARTICLE 8 – CONTRACT DOCUMENTS

8.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement.
2. Performance bond.
3. Payment bond.
4. Other bonds.
5. Notice of Award.
6. Modified General Conditions.
7. Supplementary Conditions.
8. Specifications as identified in the table of contents of the bound Project Manual.
9. Drawings consisting of bearing the following general title: Contract B – Town of Mars Hill Highway 213 Water System Improvement
10. Addenda (numbers 1 through 1, inclusive).
11. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid.
12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.

B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 8.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the Modified General Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

OWNER: Madison County

By: _____

Title: Board of Commissioners Chairman

Attest: _____

Title: Clerk

Address for giving notices:
Madison County
107 Elizabeth Lane
Marshall, North Carolina 28753

CONTRACTOR: Hyatt Pipeline, LLC

Hyatt Pipeline LLC

By: _____

Title: owner

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: J. Molish

Title: Project Manager

Address for giving notices:
PO Box 136
Candler NC 28716

License No.: 75332 [redacted]

Pre-Audit Statement: This instrument has been preaudited in the manner required by the Local Budget and Fiscal Control Act as amended.

By: Kay Leaford

Title: Finance Officer

Date: 3/11/25

Agent for service of process:

Approved as to Form:

By:

Title:

Date:

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ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

If this project is a State Construction Project and/or for a public Owner, Dispute Resolution shall be governed by RULES IMPLEMENTING MEDIATED SETTLEMENT CONFERENCES IN NORTH CAROLINA PUBLIC CONSTRUCTION PROJECTS adopted February 26, 2002. *If a mediated settlement is not successful between the parties, the parties may move toward litigation.*
If the project is a private project, Dispute Resolution shall be as follows:

A. Either Owner or Contractor, when mutually agreed to by both parties, may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the North Carolina Rules of Mediated Settlement Conferences then in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the Engineer and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. Files for Arbitration in accordance with the N.C. Arbitration Act, which arbitration shall be governed by the current Construction Arbitration rules of the American Arbitration Association; or

2. Agrees with the other party to submit the Claim to another dispute resolution process;

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

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