State of North Carolina

Minutes

County of Madison

The Madison County Board of Commissioners met in special session on Thursday, July 30, 2026, at 6:00 p.m. at the Madison County Courthouse Temporary Facility located at 232 Carolina Lane, Marshall, North Carolina.

In attendance were Chairman Michael Garrison, Vice-Chairman Jeremy Hensley, Commissioner Matt Wechtel, Commissioner Alan Wyatt, County Manager Rod Honeycutt, and Clerk Mandy Bradley. Commissioner Bill Briggs and County Attorney Donny Laws were not in attendance.

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

Item 1: Tax Insolvent List and Charge Offs

County Manager Rod Honeycutt discussed information from the Tax Office regarding the request for personal, business, and vehicle properties currently on the tax roll to be moved to the insolvent list and deactivated for the years 2003-2015.

Tax Administrator April Plemmons provided updated information for consideration of the Board specific to the request, noting that the request for real property would be to be deactivated with additional information to be presented at a future meeting of the Board regarding real property for the effective years based upon counsel from the County Attorney.

Information discussed by Ms. Plemmons included the purpose and process for moving accounts to the insolvent list for deactivation, collection period, updating tax office software, volunteer payments received, collection rates/amounts for the aforementioned years, interest, and corrective measures for the department.

Discussion was had by the Board, Manager Honeycutt, and Ms. Plemmons.

Upon motion by Vice-Chairman Hensley and second by Commissioner Wyatt, the Board voted unanimously to move 2003-2015 and older personal, R&B, business to the insolvent list.

Upon motion by Commissioner Wechtel and second by Vice-Chairman Hensley, the Board voted unanimously to table the second motion for real property pending legal wording from the County Attorney.
(Attachment 1.1)

Item 2: 2026-2027 Forest Service Contract

County Manager Honeycutt presented and discussed the proposed 2026-2027 Forest Service contract, answered questions from members of the Board, and requested that the Board authorize the County Manager to sign the contract.

Upon motion by Commissioner Wyatt and second by Vice-Chairman Hensley, the Board voted unanimously to authorize the County Manager to engage and sign the contract. (Attachment 2.1)

Item 3: Advanced Biogas Building Reuse Grant Final Report

County Manager Honeycutt discussed the Advanced Biogas North Carolina Department of Commerce Building Reuse Grant which was previously awarded, and he provided information regarding the grant closeout including funding, investment on behalf of the company, and duration.

Item 4: Agriculture and Event Center Management Agreement

The proposed agreement for management of the County's Agriculture and Event Center was presented and discussed by Manager Honeycutt. Information discussed included specifications of the agreement, process, manager responsibilities, budgetary requirements, and the potential for utilization of County assets.

Discussion was had by the Board and Manager Honeycutt who requested consideration of the Board to enter into the agreement effective August 1, 2026, and allow the Chairman to sign it.

Upon motion by Commissioner Wyatt and second by Commissioner Wechtel, the Board voted unanimously in favor.

Additional discussion was had regarding construction of the facility, future expenses, and water system upgrades.

Item 5: Discussion Regarding Property Leases for County Owned Property

Information regarding property leases for County owned property was provided by County Manager Honeycutt who discussed the current property lease for the Burger Parlor, Inc. located at 5707 Hwy 25-70, Marshall, sale of the business, and potential operational adjustments as well as the County Manager's recommendation that the Board authorize Michelle Thomas, the current lessee to assign the remaining lease to the new owners until the November 2026 term expiration and authorize the advertisement of a new lease for the property to the new owners for a five (5) year term at $1,500.00 per month.

Upon motion by Vice-Chairman Hensley and second by Commissioner Wechtel, the Board voted unanimously to authorize the County Manager to coordinate with Michelle Thomas to assign her lease to the new business owners.

Upon motion by Vice-Chairman Hensley and Commissioner Wyatt, the Board voted unanimously to advertise for the new lease to commence December 1st for a five (5) year lease at $1,500.00 per month.

Additional information regarding County owned properties and leases was provided by County Manager Honeycutt for properties including the proposed location for the Marshall Branch of the United States Post Office, Walnut Community Center, and Ebbs Chapel Community Center, with discussion being had by the Board and Manager Honeycutt.

Item 6: Personnel

Upon motion by Vice-Chairman Hensley and second by Commissioner Wyatt, the Board voted unanimously to go into closed session for personnel matters at 7:10 p.m.

Upon motion by Commissioner Wyatt and second by Vice-Chairman Hensley, the Board voted unanimously to come out of closed session at 8:07 p.m.

Item 7: Adjournment

Upon motion by Vice-Chairman Hensley and second by Chairman Garrison, the Board voted unanimously to adjourn at 8:07 p.m.

This the 30th day of July 2026.

MADISON COUNTY

Michael Garrison, Chairman
Board of Commissioners

ATTEST:

Mandy Bradley, Clerk

Madison County Government
North Carolina

Office of the Tax Assessor

5707 Highway 25/70 Suite 3 Box 4
Marshall, NC 28753

Phone: (828) 649-3014

Good evening, Chairman and Members of the Board

I am appearing before you tonight to request authorization for a vital, one-time ledger cleanup of our active tax database. Specifically, I am asking for permission to address and remove uncollectible property tax accounts for tax years 2003 through 2015.

To give you some brief context: historically, Madison County has rolled over past-due taxes indefinitely. However, under North Carolina General Statute 105-378, the state enforces a strict 10-year statute of limitations on property tax collections. This means that for any bills from 2015 or older, our legal authority to enforce collections, whether through foreclosure, bank attachments, or wage garnishments have completely expired. These accounts are legally uncollectible, and the funds cannot be recovered.

Tonight, I am asking you to handle these expired records in two ways to align with state law and the UNC School of Government guidelines:

1. First, for our legacy personal property, business property, and older motor vehicle accounts, I request that the Board officially approve them for placement on the county's official Insolvent List, pursuant to North Carolina General Statute 105-373. This statute provides the proper legal mechanism for the Board to relieve the Tax Office of the obligation to collect these balances once all remedies have been exhausted.

2. Second, for the real property accounts from those years, because the law bars them from the standard insolvent list but still prevents us from collecting them, I am asking for your administrative permission to deactivate them from our active records.

Addressing this tonight is critical because of our upcoming software conversion. If we do not clean up these records now, we will be paying unnecessary data migration fees to transfer legally dead, uncollectible data into a brand-new system. This cleanup will ensure that our new database launches with a clean, accurate ledger reflecting only active, legally actionable county receivables.

The itemized reports and system snapshots are attached for your review, and I am happy to answer any questions you or the county attorney may have.

Bills and Interest not paid (2003-2015)

Year	Personal Property original billed amount	Interest Thru 07/01/2026	Personal Property Total Due 07/01/2026	RMV original billed amount	Interest Thru 07/01/2026	RMV Levy Total Due 07/01/2026	REI Property original billed amount	Interest Thru 07/01/2026	REI Property Total Due 07/01/2026	Year Tax Total	Year Interest Total	Total By Year	Year	Final Collection Rate
2015	$21,525.90	$19,187.60	$40,713.50	$49.50	$53.71	$103.21	$16,005.71	$14,030.81	$30,036.52	$37,581.11	$33,272.12	$70,853.23	2015	99.88%
2014	$21,566.90	$20,568.98	$42,135.88	$919.20	$704.48	$1,623.68	$14,332.30	$14,858.96	$29,191.26	$36,818.40	$36,132.42	$72,950.82	2014	99.89%
2013	$17,888.60	$18,066.50	$35,955.10	$33,289.29	$36,865.58	$70,154.87	$18,061.76	$14,883.87	$32,945.63	$69,239.65	$69,815.95	$139,055.60	2013	99.82%
2012	$17,130.65	$18,739.35	$35,870.00	$35,514.54	$41,960.63	$77,475.17	$14,249.37	$16,541.99	$30,791.36	$66,894.56	$77,241.97	$144,136.53	2012	99.70%
2011	$16,212.79	$18,260.43	$34,473.22	$29,888.39	$36,019.07	$65,907.46	$26,860.50	$27,222.16	$54,082.66	$72,961.68	$81,501.66	$154,463.34	2011	99.54%
2010	$15,494.89	$19,730.66	$35,225.55	$24,734.81	$33,316.48	$58,051.29	$25,420.58	$34,190.25	$59,610.83	$65,650.28	$87,237.39	$152,887.67	2010	99.83%
2009	$16,087.57	$21,553.49	$37,641.06	$23,838.13	$33,977.57	$57,815.70	$21,725.90	$27,359.71	$49,085.61	$61,651.60	$82,890.77	$144,542.37	2009	99.85%
2008	$7,487.64	$9,284.48	$16,772.12	$25,937.72	$38,117.83	$64,055.55	$16,049.80	$24,383.20	$40,433.00	$49,475.16	$71,785.51	$121,260.67	2008	99.88%
2007	$6,532.30	$9,956.94	$16,489.24	$30,398.14	$46,944.98	$77,343.12	$12,371.31	$17,070.27	$29,441.58	$49,301.75	$73,972.19	$123,273.94	2007	99.91%
2006	$6,395.16	$9,341.19	$15,736.35	$27,126.49	$45,469.75	$72,596.24	$10,986.38	$15,462.38	$26,448.76	$44,508.03	$70,273.32	$114,781.35	2006	99.90%
2005	$6,334.96	$10,086.55	$16,421.51	$9,433.29	$16,715.38	$26,148.67	$9,433.29	$16,715.38	$26,148.67	$25,201.54	$43,517.31	$68,718.85	2005	99.91%
2004	$2,138.76	$3,692.88	$5,831.64	$33,924.09	$57,505.36	$91,429.45	$7,674.37	$14,040.83	$21,715.20	$43,737.22	$75,239.07	$118,976.29	2004	99.93%
2003	$14,071.93	$27,707.70	$41,779.63	$23,778.96	$44,810.03	$68,588.99	$4,987.94	$8,162.50	$13,150.44	$42,838.83	$80,680.23	$123,519.06	2003	99.95%
	$168,868.05	$206,176.75	$375,044.80	$298,832.55	$432,460.85	$731,293.40	$198,159.21	$244,922.31	$443,081.52	$665,859.81	$883,559.91	$1,549,419.72		

Volunteer payment 2023-2026 for amounts owed (2003-2015)

Year	07/01/2025 to 06/30/2026 All LEVY collected	07/01/2025 to 06/30/2026 All INTEREST collected	07/01/2024 to 06/30/2025 LEVY collected	07/01/2024 to 06/30/2025 INTEREST collected	07/01/2023 to 06/30/2024 All LEVY collected	07/01/2023 to 06/30/2024 All INTEREST collected	Year Total	Billed	Interest	Year
2015	$634.37	$497.93	$5,780.64	$4,714.06	$9,603.39	$6,922.33	$28,152.72	$16,018.40	$12,134.32	2015
2014	$871.86	$758.06	$3,279.57	$2,596.60	$11,616.44	$9,453.41	$28,575.94	$15,767.87	$12,808.07	2014
2013	$55.85	$62.08	$813.30	$773.87	$5,811.84	$4,721.14	$12,238.08	$6,680.99	$5,557.09	2013
2012	$13.77	$35.15	$608.04	$613.17	$3,713.74	$3,298.80	$8,282.67	$4,335.55	$3,947.12	2012
2011	$266.03	$438.57	$678.42	$779.99	$2,983.80	$3,218.41	$8,365.22	$3,928.25	$4,436.97	2011
2010	$56.97	$80.61	$298.21	$352.75	$2,808.71	$3,146.05	$6,743.30	$3,163.89	$3,579.41	2010
2009	-$80.25	$159.25	$161.54	$206.16	$2,437.29	$2,925.74	$5,809.73	$2,518.58	$3,291.15	2009
2008	$8.60	-$8.03	$144.45	$257.57	$1,459.00	$1,864.42	$3,726.01	$1,612.05	$2,113.96	2008
2007	$161.12	$275.38	$145.06	$213.10	$1,389.15	$1,880.41	$4,064.22	$1,695.33	$2,368.89	2007
2006	$21.92	$39.21	$152.24	$239.91	$1,133.40	$1,642.82	$3,229.50	$1,307.56	$1,921.94	2006
2005	$11.06	$30.94	$126.84	$207.24	$580.99	$898.94	$1,856.01	$718.89	$1,137.12	2005
2004	$28.10	$198.89	$139.59	$240.97	$532.16	$872.75	$2,012.46	$699.85	$1,312.61	2004
2003	$0.00	$0.00	$110.07	$197.23	$347.83	$573.35	$1,228.48	$457.90	$770.58	2003
	$2,049.40	$2,568.04	$12,437.97	$11,392.62	$44,417.74	$41,418.57	$114,284.34 $114,284.34	$58,905.11	$55,379.23	

STATE OF NORTH CAROLINA
Department of
Agriculture and Consumer Services

$ **392,546**
Total Cooperative Appropriation

$ **255,155** State

$ **137,391** County

$ **17,208** (100% Funding)

$ **154,599** County Total (If Applicable)

AGREEMENT FOR THE PROTECTION, DEVELOPMENT AND IMPROVEMENT OF FOREST LANDS IN **MADISON COUNTY** NORTH CAROLINA

THIS AGREEMENT is made under the authority of **Chapter 106, Article 75, of the North Carolina General Statutes, including N.C. Gen. Stat. § 106-906, titled "Cooperation between counties and State in forest protection and development,"** by and between the North Carolina Department of Agriculture and Consumer Services (hereinafter called the Department), party of the first part, and the Board of Commissioners of **MADISON COUNTY** in the State of North Carolina (hereinafter called the Board), party of the second part.

WHEREAS, the Board recognizing the need for active forest protection, development, reforestation, management and improvement in **MADISON COUNTY** has accepted the offer of the Department for cooperation in accomplishing this object; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties contract and agree to maintain a legally appointed and equipped Forest Service office to support said county at the joint cost of the State and County, insofar as the joint funds will permit, as follows:

Part I. THE DEPARTMENT AGREES:

1. To select and employ permanent and temporary position(s) in order to successfully execute the mission of the NC Forest Service and to support the forestry program in said county. These positions include:

   A) **1** County/Area Ranger(s) assigned for the purposes of controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires; for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.
   B) **1** Assistant County Ranger(s) for the purposes of assisting under the direction, supervision, and/or oversight of the County/Area Ranger in controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland, and field fires; for enforcing the State's forest fire laws; for taking such preventive measures, educational and otherwise, to prevent forest fires;

for developing and improving the forests through reforestation, promotion, and practice of Forest Management practices; and for protection of forests from insects and diseases.

C) **0.13** Forestry Management Clerk for purposes of providing administrative support, serving as the back-up administrative contact for the assigned district, counties within the district, or unit, and serving as the primary contact for forest management administrative business within the assigned district.

D) Forest Fire Equipment Operator(s) for purposes of establishing fire suppression control lines in assigned work areas and in other areas as needed using equipment, including crawler tractors (fire dozers), with various attachments, such as a fire plow, hurricane blades, etc., and operate and maintain all types of heavy site preparation equipment.

E) Vehicle Equipment Repair Technician(s) for purposes of overhauling, repairing, and maintaining light duty vehicles and heavy-duty equipment, including but not limited to specialized firefighting equipment, heavy construction and agricultural equipment, and stationary power units equipped with complex hydraulic systems and spark spark-ignition or diesel engines.

F) Temporary position(s) on an as-needed basis.

2. To furnish position(s) so employed a badge of office, stationery and report forms, instructional posters for use in the County, leaflets for distributing to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements insofar as the joint funds will permit.

3. To pay the identified position(s) for all official services rendered at a fair rate of pay. Rates of pay are to be established by the Department in accordance with existing State salary administration policy.

4. To direct, supervise, instruct, and inspect, through its agents, the work and conduct of each position, to discipline and, when necessary, discharge such position(s).

5. To submit to the Board monthly, or at other mutually satisfactory intervals, an itemized statement of all monies to be paid by the County and those paid by the Department for the work conducted pursuant to this Agreement within said County.

State Funding

6. To make available annually from State, Federal, and other funds allotted to it, the sum of **Two Hundred Fifty-Five Thousand One Hundred Fifty-Five Dollars ($255,155)** as its share of an annual budget of **Three Hundred Ninety-Two Thousand Five Hundred Forty-Six Dollars ($392,546)** for carrying on the above listed work in said County.

Part II. THE BOARD AGREES:

7. To pay the Department **35** % of the total cost of the salary of position(s) specified in Part I.1 above and expenses and other proper expenditures made in connection with the overall forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.

County Funding

8. To appropriate annually the sum of **One Hundred Thirty-Seven Thousand Three Hundred Ninety-One Dollars ($137,391),** which sum shall be available for expenditure

under the terms of this Agreement, and shall represent the County's share of the annual budget for carrying on work listed in this Agreement in said County.

9. In addition to and as mutually agreed between the Department and the Board, the county agrees to cover 100% of a position or portion of a position listed below. The amounts will be added to the standard county percentage sum and listed in Section 10. The position(s) will be identified below as applicable and will be in addition to the positions listed in Part 1 Section 1 and Amounts listed in Part II Section 8:
   A) Forest Fire Equipment Operator(s)
   B) 1 Smokechaser(s)
   C) ____ _____

10. For section 9, To appropriate annually an additional sum of Seventeen Thousand Two Hundred Eight Dollars **($17,208)** which sum shall be available for expenditure under the terms of this Agreement, and shall represent an addition to the County's share of the annual budget for carrying on work listed in this Agreement in said County.

Part III. IT IS EXPRESSLY AGREED AND UNDERSTOOD BY BOTH PARTIES:

11. That this Agreement becomes effective **July 1, 2026**, and lasts through **June 30, 2027**.

12. Payments made for services rendered in a prior contract period will apply toward the contract period in which the services were rendered and not toward the contract period when the payments are made.

    That the annual appropriations as set forth above may be revised in writing by mutual agreement between the Department and the Board, based on the amount of annual appropriation desirable for the proper conduct of the Forestry work. Such revision shall become effective at the beginning of the stated Fiscal Year. The Fiscal Year begins on July 1 and ends on June 30. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties.

13. That this Agreement may be modified only in writing and upon execution by both parties.

14. That the Board reimburse the Department as provided in Part II of this Agreement by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's monthly statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.

15. The title to all improvements and equipment purchased and/or constructed in connection with this Agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this Agreement is in effect, or as long as they are needed by the Department for the proper conduct of the work therein.

16. That the County/Area Ranger periodically or at the request of the Board, shall present to the Board statements of the work being done within the County, so that said Board may be always informed regarding the Forestry finances and activities within the County.

IN WITNESS WHEREOF, the said parties do hereunto affix their names and

seals upon the date herein below specified.

For the Board of County Commissioners of **MADISON COUNTY**

Date 7/31/26 _____ County Manager

Provisions for the payment of the monies to fall due under this Agreement have been made by appropriation duly made or by bonds or notes duly authorized and this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

Date _____ _____ County Finance Officer

For the North Carolina Department of Agriculture and Consumer Services

Date _____ _____ Signature

N. David Smith
Chief Deputy Commissioner

STATE OF NORTH CAROLINA
COUNTY OF MADISON

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (this "Agreement") is made and entered into as of July 31, 2026, by and between Madison County, North Carolina, a subdivision of the State of North Carolina ("Owner"), and Madison County Fair Ground, Inc. a North Carolina Non-Profit Corporation ("Manager") for the Madison County Agricultural and Event Center.

RECITALS

A. Owner is the owner of certain tracts or parcels of land which the Madison County Agricultural and Event Center is located, improved by certain buildings ("Buildings"), identified on the Exhibit "A" series of exhibits attached hereto and made a part hereof ("Subject Property"). Owner's representative shall be the County Manager or his/her designee.

B. Manager is an independent contractor which was the prior Lessee of the Subject Property and is now, in the business of managing, operating, and supervising the maintenance of fairgrounds and recreational properties.

C. Owner and Manager desire to set out in writing the terms and conditions under which Manager will manage, operate and supervise the maintenance of the Subject Property, and rent and lease the space in the Subject Property.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual terms, covenants, conditions, and agreements herein contained, the parties hereto agree as follows:

1. Employment of Manager. Owner hereby retains Manager as the sole and exclusive manager to manage, operate and supervise the maintenance of the Subject Property and to rent and lease space in the Subject Property upon the conditions and for the term and compensation hereinafter set forth.

2. Term. This Agreement shall be for the period from the effective date until 12/31/2026.

3. Acceptance of Duties of Manager. Manager, on behalf of and at the expense of Owner, shall direct the operations and maintenance of the Subject Property in accordance with the terms of this Agreement. Manager shall perform the following duties at the expense of Owner, except as otherwise set forth herein:

(a) Use all reasonable efforts to keep the Subject Property operating profitably as a Madison County Agricultural and Event Center, organizing and operating various events deemed to be in the best interests of the agricultural and economic development of Madison County and negotiating leases for space in the Subject Property.

(b) Advertise rental space in the Subject Property and promote the leasing of such space during events organized and operated by the Manager, by newspaper advertising, rental signs, circulars, mailings, and by engaging in other appropriate forms of advertising to the extent that said advertising has been included in the Budget approved by Owner in accordance with Paragraph 4.

(c) Maintain and operate the facility in accordance with the Madison County Land Use Ordinance and all provisions contained therein, including but not limited to, use as a campground, and compliance with provisions set forth for on-premise and off-premise signage.

(d) On behalf of the Owner, collect fees and other income from the Subject Property; provided, however, that nothing herein contained shall constitute a guaranty by Manager of the payment of rent or any other sum due from lessees.

(e) At the expense of, but only upon the request of Owner to institute all necessary legal action or proceedings for the collection of rent or other income from the Subject Property in the name of Owner, or for the ousting or dispossession of tenants or other persons therefrom, and for all other matters requiring legal attention.

(f) At the Manager's expense, as included in the Budget approved in accordance with Article 4, Manager shall make all necessary disbursements for the operation and maintenance of the Subject Property; provided, however, Manager shall not make disbursements for tenant improvements, leasing commissions, tenant inducements or other capital expenditures that are not specifically included in the Budget approved from time to time by Owner in accordance with Article 4. All disbursements for capital improvements not included in the Budget must be approved by Owner.

(g) At the Manager's expense, as included in the Budget approved in accordance with Article 4, Manager shall be responsible for and provide for upkeep of the Premises including mowing, landscaping, and ensuring that the Premises remain free from an unsightly appearance as appropriate. Long term storage of item(s) and equipment is prohibited to the extent that the item(s) or equipment are directly used to benefit day-to-day operations of the Facility.

(h) At the Manager's expense, as included in the Budget approved in accordance with Article 4, Manager shall be responsible for all utility expenses including but not limited to power, water, heating, internet, and telephone as well as maintenance expenses necessary to keep the Subject Property in proper repair.

(i) Provide management and leasing staff sufficient information to manage and lease the Subject Property, maintain adequate books and records of account, and collect income and make all necessary disbursements.

(j) Employ or arrange for employment, supervise, discharge, and pay all servants and employees deemed necessary by Manager to be employed in the maintenance, repair, operation and care of the Subject Property. Such servants and employees shall not be deemed to be Owner's employees. Any building maintenance personnel, service coordinators, security personnel, janitorial service personnel, and other personnel employed (directly or indirectly) by Manager whose activities are engaged in the operation, maintenance, repair, care and protection of the Subject Property shall be deemed to be "Operating Personnel." Manager shall pay from operating revenues and other receipts of funds from the operating fund, the direct or indirect cost of salaries and fringe benefits (including workers' compensation insurance) of such Operating Personnel and shall pay that portion of the salary, fringe benefits and travel expenses of other servants and employees of Manager who may from time to time be engaged on a part-time basis in the maintenance, repair, operation and care of the Subject Property to the extent that such servants and employees are so engaged in the maintenance, repair, operation and care of the Subject Property.

(k) Contract, on behalf of Owner, for materials, services and supplies necessary for the proper care, maintenance, repair and operation of the Subject Property; provided, however, all such contracts shall be terminable upon thirty (30) days written notice and Manager shall not contract for any item exceeding two thousand five hundred and 0/100 Dollars ($2,5000.00) without the prior written approval of Owner, except under the following circumstances:

(i) in the case of the existence of an emergency, nuisance or risk;

(ii) where such item is included in the Budget approved by Owner in accordance with the provisions of Paragraph 4; or

(iii) where such item is incurred in the ordinary operation of the Subject Property, utility charges or similar operating expenses.

(l) Purchase, on behalf of Owner, all equipment, tools, appliances, materials, supplies, and similar items necessary for the maintenance, repair, and operation of the Subject Property with such purchases being the property of the Owner. All purchases exceeding two thousand five hundred 0/100 dollars ($2,500.00) emanating from the capital funds account must have prior approval from the Owner, with the Owner being reflected on title or bill of sale and such documentation immediately being provided to the owner upon purchase.

(m) At Manager's expense, install and maintain proper and suitable records and books of account in which there shall be properly recorded all receipts and disbursements connected with the management and operation of the Subject Property sufficient to enable Manager to provide the information described in Paragraph 12 to Owner. All books of account shall at all times (during normal business hours) be open to the inspection and audit by Owner at the office of Manager at such location as is utilized from time to time. Upon termination of this Agreement, Manager shall deliver copies of all such records and books of account to Owner, but Manager, likewise, shall be entitled to retain copies. Manager agrees to establish a separate bank account to which all monies received pursuant hereto shall be deposited and from which disbursements made pursuant hereto shall be made.

(n) Secure the services of agents or brokers in the business of promoting events conducted by Manager on the Subject Property and leasing available space in the Subject Property. The compensation paid to such real estate agents or brokers shall be paid by Manager from income or other receipts.

(o) Apply for all municipal, state, or governmental licenses, permits, inspection fees, or other governmental fees that may be required in the operation of the Subject Property, subject to receiving authorization from Owner, and availability of funds contained within the working capital account for such compliance.

(p) Conduct building and environmental inspections of the Subject Property as may be requested by Owner. Upon completion of each inspection, Manager shall complete and submit to Owner the respective inspection forms which Owner may provide to Manager. Manager shall conduct such inspections by its own employees at its expense; provided, however, the fee of any outside consultant shall be at the expense of Owner if authorized by Owner.

(q) Procure from lessees and maintain appropriate certificates of insurance required under facility leases. Manager shall review the adequacy of such insurance in accordance with Owner's guidelines as included in this section or otherwise, shall provide Owner with said policies, and shall obtain replacement certificates from lessees if necessary to meet the insurance requirements under the leases.

(i) Lessee must provide written proof of liability insurance with a minimum of one million dollars and 0/100 ($1,000,000.00) coverage specific to the activity of the event for the entire rental period at the time of application.
(ii) Additional insurance provisions may be applicable as established by Owner in writing and provided to Manager.

(r) Keep the Premises free from mechanic's liens and other liens for labor, services, equipment, or materials purchased or procured, directly or indirectly, by or for Manager. Manager, however, may contest the validity or amount of such lien as filed upon posting a bond in an amount sufficient to discharge the lien, and upon the final determination of such contest, shall immediately pay and discharge any judgment rendered, together with all costs and charges incidental thereto.

(s) Enforce all contractor and subcontractor warranties applicable to the Premises and resolve all disputes relating thereto.

(t) Remit any excess income or other receipts not needed for the proper maintenance and operation of the Subject Property, to the Owner for application towards debt service or other requirements deemed necessary by Owner for the Subject Property.

(u) Perform upon request by Owner such other duties as are customarily performed by managers of similar properties in the area. Except as otherwise stated above, Manager shall be obligated to perform the responsibilities and obligations of Manager hereunder only to the extent funds from income or other receipts, or funds provided by Owner are available therefore. Notwithstanding any other provision herein, Manager shall be liable only for its gross negligence, intentional misconduct, or breach of express provisions of this Agreement, but in other respects, shall not be liable for errors or mistakes of judgment.

(v) Allow for property use and availability to lessees, to be booked and maintained in a domain that is accessible to the public for viewing and booking of the facility. Within thirty (30) days of the date herein, such domain shall be operated and maintained for the duration of this agreement by the Manager at a cost incurred by the Manager. Facility use shall be granted to all potential lessees on an equal access to facilities booking basis, mandating that all individuals have full and equal access to use and enjoyment of the facility regardless of race, religion, sex, creed, or affiliation. A yearly booking calendar for the facility shall open to all members of public on the first day of November of each calendar year for bookings for the following calendar year. The booking calendar shall be displayed prominently by the Manager, updated in real-time for accuracy of calendar availability, and be accessible to all members of the public at all times.

(w) At Manager's expense, ensure public entertainment events hosted directly by the Manager as included in specified calendar dates set forth for the facility, as agreed upon in writing by the Manager and Owner, allow open solicitation for contractor(s) qualified to provide service(s) for the specified event(s). Manager shall issue a request for proposal for each event through an advertised process with the selection of the contractor(s) held in an advertised public forum. Before each initial request for proposal release, the Owner shall provide final approval of the request for proposal and shall be in attendance during the solicitation opening.

In lieu of a nonexistent or partial lease fee, all public entertainment events hosted or co-hosted by the Manager and revenue generated from said event, including but not limited to entrance fees, admission fees, concessions, and all other income derived from the operation of the Subject Property shall be collected by Manager and deposited to the working capital account.

Events hosted directly by the Manager shall adhere to the same insurance provisions as included in Paragraph 3 (q) of this agreement, with the Manager being responsible for purchasing, procuring, and maintaining appropriate certificates of insurance required under facility leases. Manager shall ensure the adequacy of such insurance in accordance with Owner's guidelines, shall provide Owner with said policies, and shall obtain replacement certificates for the event(s) if necessary to meet the insurance requirements.

(x) For any activity not included as a covered use in general lessee liability insurance provisions as required in Article 3 (q), the lessee (or Manager during times of public entertainment events hosted by the Manager as included in Article 3 (w)), shall be required to obtain a special insurance policy covering the specified event use in order for the event to be held. Typical examples of uncovered activities include the use, operation, transport, handling, storage, or maintenance of explosives of any type by any Covered Person, including but not limited to, for blasting operations, demolition, or Fireworks exhibitions, demonstrations or display shows.

It shall be the responsibility of the Manager to ensure compliance and provide a copy of the insurance policy to the Owner at least thirty (30) days in advance of the event, with the Owner included as an additional insured therein.

(y) For any activity or event which may require a special permit from any county, state, or other governmental agency, the lessee (or Manager during times of public entertainment events hosted by the Manager as included in Article 3(w)), shall be required to obtain the necessary permit applicable to the specified event use in order for the event to be held.

It shall be the responsibility of the Manager to ensure compliance and provide a copy of the permit to the Owner at least thirty (30) days in advance of the event.

(z) Propose a yearly leasing fee schedule along with rules and regulations for use of the facility and implement the same upon approval of the Owner as set forth in Article 4.

4. Budget. Manager shall submit to Owner within sixty (60) days of the date hereof an initial Budget, including the proposed yearly leasing fee schedule and facility rental agreement and policies for the Subject Property. Owner and Manager shall use their reasonable efforts to agree on the initial Budget within thirty (30) days of the submission thereof by Manager.

On a yearly basis, Manager shall prepare and submit to Owner for its consideration on or before March 1st of each calendar year, a proposed operating and capital budget (the "Budget"), including the proposed leasing fee schedule, and facility rental agreement and policies for the following fiscal year, setting forth the estimated receipts and expenditures of the Subject Property for the period covered by the fiscal year's budget. In the event that revenues do not cover expenses, Manager shall be responsible for any deficit.

When approved by Owner, in which approval will be provided no later than ten (10) days prior to the beginning of each fiscal year, Manager shall, in good faith, use its commercially reasonable efforts to abide by and implement the Budget and shall be authorized without the need for further approval by Owner to make the expenditures and incur the obligations provided for in the Budget. Manager shall exercise its reasonable professional judgment in preparing the Budget, and upon request shall meet with

Owner to explain or discuss a proposed Budget, but Manager shall not be deemed to have any guaranty or warranty whatsoever in connection with the Budget. In the event Owner has not approved the Budget prior to the beginning of the applicable fiscal year, Manager shall be entitled to continue to operate the Subject Property in accordance with the Budget then in effect until a new Budget is approved.

The Owner shall allocate ten thousand and 0/100 dollars ($10,000.00) annually through the Owner's FY budgetary process to support maintenance and capital improvement projects of the facility. Funds will be provided from the Owner's General Fund and allocated to the Owner's Capital Projects and Maintenance line(s) as included in the FY Budget Ordinance. Maintenance or capital improvement projects completed utilizing this allocation shall be at the discretion of the Owner.

Assets utilized for the operation of the facility shall be accounted for as a part of the yearly budgetary process. An asset list shall be maintained for all assets owned by each Owner and Manager and submitted annually.

5. Exclusive Engagement. Manager shall be the exclusive manager for the management, rental and leasing of the Subject Property. Manager shall have the right to display on the Subject Property suitable signs of Manager to the effect that Manager is the manager of the Subject Property and that space in the Subject Property is for rent. No other signage shall be permitted.

6. Insurance. The parties hereto agree to obtain the following insurance:

(a) Owner shall procure, at its sole cost and expense, the following insurance:

(i) Policies of insurance covering the Buildings and any other improvements constructed, installed or located on the Subject Property for the benefit of Owner, as the named insured, against (a) loss or damage by fire; (b) loss or damage from such other risks or hazards now or hereafter embraced by an "Extended Coverage Endorsement", including, but not limited to, windstorm, hail, explosion, vandalism, riot and civil commotion, damage from vehicles, smoke damage, water damage and debris removal; (c) loss for flood if the Subject Property is in a designated flood or flood insurance area; (d) loss from so-called explosion, collapse and underground hazards; and (e) loss or damage from such other risks or hazards of a similar or dissimilar nature which are now or may hereafter be customarily insured against with respect to improvements similar in construction, design, general location, use and occupancy to the improvements. At all times, such insurance coverage shall be in an amount equal to one hundred percent (100%) of the then "full replacement cost" of the respective Building and any other improvement on the Subject Property.

(ii) Comprehensive general liability insurance against any loss, liability or damage on, about or relating to the Subject Property, or any portion thereof, with limits of not less than One Million and 0/100 Dollars ($1,000,000.00) single limit coverage on an occurrence basis. All such insurance shall name Manager as an additional insured therein and shall be obtained and maintained from and with a reputable and financially sound insurance company authorized to issue such insurance in the state in which the Subject Property is located. Such insurance shall specifically insure (by contractual liability endorsement) Owner's obligations under this Agreement.

(iii) Owner shall deliver to Manager certificates of insurance with respect to all of the policies of insurance procured, including existing, additional and renewal policies, and in the case of insurance nearing expiration, shall deliver duplicate copies of the insurance policies or certificates of insurance with respect to the renewal policies to Manager not less than thirty (30) days prior to the respective dates of expiration.

(b) Manager shall procure, at its sole cost and expense, the following insurance:

(i) Manager shall procure or shall cause to be procured statutory workers' compensation insurance covering servants and employees engaged in the performance of this Agreement and the care, maintenance, operation and protection of the Subject Property. Each policy of insurance maintained in accordance with this Article 6 shall specify that such policies shall not be canceled or materially changed without at least thirty (30) days prior written notice to Owner and Manager.

(ii) Additional provisions which may be applicable as set forth in Articles 3 (w), and 3 (x).

7. Working Capital. Owner agrees to advance to Manager an initial, one time non-reoccurring twenty thousand dollars as working capital within thirty (30) days of this agreement being executed. Manager shall deposit said sum in a special account in a bank to be designated by Owner in the name of Manager as Manager of the Madison County Agriculture and Event Center. Said sum shall be considered as working capital for Manager for the Subject Property. Any additional moneys will be considered during the budget cycle based on revenue and capital expenses. Any purchases incurred from moneys contained within the special account shall become the property of the Owner.

All rental income and other income derived from the operation of the Subject Property shall be collected by Manager and deposited to the working capital account. Each month, Manager, on behalf of Owner, shall disburse funds from the bank account in accordance with the provisions of this Agreement and the Budget. Unless otherwise reserved for capital or operating expenses in accordance with the Fiscal Year Budget, all funds in excess of Twenty Thousand and No/100 Dollars ($20,000.00) in the working capital account shall be wire transferred by Manager to Owner on a quarterly basis, or as otherwise directed by Owner.

The books and records in respect to such account shall be available (during normal business hours) at all times for inspection by Owner. Owner shall have the reasonable right to direct the location and bank at which such account is maintained and to direct all investments of funds subject to this Agreement, and Owner shall be entitled to all income resulting therefrom.

8. Fidelity Bond. Manager, upon the written request of Owner, shall furnish to Owner a fidelity bond with an insurance company satisfactory to Owner, in a penal sum to be reasonably acceptable to Owner, insuring that Manager and its employees shall perform and comply with all the conditions and provisions of this Agreement and faithfully account to and pay over to Owner all sums collected by Manager or held by Manager which are due Owner. All bond premiums and any costs in connection therewith shall be paid by Manager.

9. Extraordinary Services. If Manager is called upon by Owner to perform services not customarily a part of the usual services performed by a managing or leasing manager, Manager shall be entitled to receive as additional compensation therefore an amount commensurate with such services, if Manager notifies

Owner in writing and receives Owner's approval prior to performing such services that an additional charge will be made for such services.

10. Outside Services. Should (in the discharge of its duties) Manager require the services of any professional, including but not limited to an attorney, accountant, surveyor or real estate appraiser, the Manager shall first ask Owner for its recommendation for the provider of such services, and with the concurrence of Owner, retain such party on an agreed fixed fee service or at a billing rate approved by Owner. All services to be performed shall be outlined before any action is taken, except in an emergency.

11. Forms. Owner reserves the right to approve such lease forms or other forms as it may deem appropriate or necessary, and Manager shall thereafter use such lease forms and other forms in the negotiation and execution of all leases or other matters requiring formal legal documents.

12. Books and Records. Manager shall keep all financial books and records to the satisfaction of Owner. All books and records shall be kept at the offices of Manager as long as this Agreement is in effect. All books and records are and shall remain the property of Owner and are subject to examination and audit by Owner or its agents at any time during normal business hours. Manager shall provide any other reports reasonably requested by Owner.

13. Compensation. Compensation for Manager's services shall be determined and paid as follows:

(a) Management Fee. Manager shall not be paid a Management Fee until such time as Owner and Manager agree that the Subject Property can be operated profitably and the Property is free and clear of encumbrances from loans.

(b) Leasing Commission. For any lease negotiated by Manager, a Leasing Commission may be paid as agreed upon from time to time between Owner and Manager.

14. Termination. Notwithstanding the provisions contained in Paragraph 2, this Agreement may be terminated and the obligations of the parties hereto shall thereupon cease upon the occurrence of any of the following circumstances or events:

(a) Upon consummation of a bona fide third-party sale of the Subject Property and delivery of possession to the new owner.

(b) Upon substantial destruction of any Buildings or equipment necessary for the proper operation of the Subject Property as a fairground and failure of Owner to restore the same within a period of two (2) years thereafter.

(c) Upon a taking under eminent domain or other like proceedings, this Agreement shall terminate with respect to the portion of the Subject Property so taken, but shall remain in full force and effect with respect to the balance of the Subject Property; provided, however, that if the taking is of all or a substantial portion of the Subject Property so as to render the same unfit for the intended use, this Agreement shall terminate on the date when said taking occurs.

(d) If either Manager is adjudged a bankrupt, or if Manager shall make an assignment for the benefit of creditors or seek relief from its creditors under any insolvency act, the other party to this Agreement may terminate this Agreement by serving written notice, by certified or registered mail, postage prepaid, as provided under Paragraph 15.

(e) Upon the mutual agreement or consent of Owner and Manager expressed in writing. Upon termination, Manager shall submit a final accounting to Owner; and Manager shall reasonably cooperate with Owner in Owner's transition to another manager of the Subject Property and Owner shall compensate Manager for all accrued and unpaid fees hereunder.

15. Use of County Assets. Upon request to the Owner or Owner designee, for specific events, with known start and end dates, the Manager may request County assets for use in the business of managing, operating, and supervising the maintenance of the Madison County Agriculture and Event Center.

16. Notices. Notices hereunder shall be valid if mailed by first class registered or certified mail, postage prepaid, by overnight courier, or personal delivery, addressed as follows:

If to Owner: Madison County Manager
P.O. Box 579
Marshall, NC 28753

If to Manager: _____
_____
_____
_____

17. Assignment and Subcontracting. No assignment of this Agreement will be permitted except as provided herein. Manager may not assign its rights or obligations under this Agreement without the prior written consent of Owner. Manager may subcontract with others for fulfillment of its duties under this Agreement. Owner shall have the right to assign its interest under this Agreement in the event Owner conveys the Subject Property to an entity affiliated with Owner.

18. Relationship. Manager and Owner shall not be construed as joint venturers or partners or principals or agents of each other by reason of this Agreement and neither shall have the power to bind or obligate the other except as set forth in this Agreement.

19. Indemnification. Except to the extent caused by Manager's gross negligence or willful misconduct, Owner hereby agrees to indemnify, defend and hold Manager, together with its officers, directors, employees, shareholders, agents, subsidiaries, independent contractors, affiliates and partners from and against any and all loss, cost, damage or expense in connection with management of the Subject Property and from liability from any injury suffered by any employee or any person whomsoever (other than as set forth below with respect to Manager or the agents, employees, or subcontractors of Manager), including but not limited to reasonable attorneys' fees and court costs through appeals and collection efforts. So long as Owner is not guilty of any willful misconduct or gross negligence, Manager shall be responsible and liable for, and shall indemnify, defend and hold Owner harmless from, any such loss or damage resulting from acts outside the scope of Manager's authority, any willful misconduct of Manager or any gross negligence by Manager which is not covered by the insurance required of Owner by this Agreement, including but not limited to reasonable attorneys' fees and court costs through appeals and collection efforts. The foregoing indemnity obligations, and any other indemnities hereunder, are made for adequate separate consideration and will survive the expiration or earlier termination of this Agreement.

By: _____
Chairman, Board of Commissioners

Michael L. Garrison
Name

By Lisa Ogle Wyatt
Madison County Fairground, Inc.

Lisa Ogle Wyatt
Name

"ATTACHMENT A'



ArcGIS Web Map



7/27/2026, 12:24:06 PM

Madison County 2024 Parcels
World Imagery
Low Resolution 15m Imagery
High Resolution 60cm Imagery
High Resolution 30cm Imagery
Citations
30cm Resolution Metadata

1:1,310

0 0.01 0.01 0.03 mi
0 0.01 0.03 0.05 km

NC OGIA, NC Collaboratory, #, UNC-CH, Microsoft, Vantor