

State of North Carolina

Minutes

County of Madison

The Madison County Board of Commissioners met in special session on Tuesday, October 27, 2020 at 5:30 p.m. at the Madison County Administration Building in Room 26 located at 5707 Hwy 25-70, Marshall, North Carolina.

In attendance were Chairman Craig Goforth, Vice-Chairman Mark Snelson, Commissioner and Interim County Manager Norris Gentry, Commissioner Matt Wechtel, County Attorney Donny Laws, Clerk Mandy Bradley. Commissioner Wayne Brigman listened to the meeting via electronic means.

The meeting was called to order at 5:30 p.m. by Chairman Goforth.

**Item 1: Personnel and Agenda Item 2: Property**

Upon motion by Chairman Goforth and second by Commissioner Gentry, the Board voted unanimously to enter into closed session pursuant to NCGS 143-318.11 (a)(4) and NCGS 143-318.11 (a)(6).

Upon motion by Commissioner Gentry and second by Chairman Goforth, the Board voted unanimously to return to open session.

Upon motion by Commissioner Gentry and second by Vice-Chairman Snelson, the Board voted unanimously to hire Lucas Tipton for the Maintenance Facility I Worker pending further approval.

Upon motion by Commissioner Wechtel and second by Commissioner Gentry, the Board voted unanimously to hire Terrey Dolan as the Director of Planning and Zoning.

Upon motion by Chairman Goforth and second by Commissioner Gentry, the Board voted unanimously to hire James Marty Duckett as a substitute Convenience Center Attendant.

Upon motion by Commissioner Wechtel and second by Vice-Chairman Snelson, the Board voted unanimously to hire Brittany McFee as Library Custodian.

**Item 3: Fire Commissioner Discussion**

Commissioner Gentry discussed Fire Commissioner appointments for fire departments located in the County. Information discussed included how Fire Commissioners are appointed and by who, terms of appointments, and functions of the position.

Discussion was had by the Board with council being provided by County Attorney Donny Laws with the Board requesting to follow up on this information at the next Commissioners meeting.

**Item 4: Consideration of Resolution to Retain Architectural Services**

Commissioner Gentry read into record, the Resolution of the Madison County Board of County Commissioners to Exempt the Madison County Health Department Construction Addition From North Carolina General Statute 143-64.31.

Discussion was had by the Board with council being provided by County Attorney Donny Laws.

Upon motion by Vice-Chairman Snelson and second by Commissioner Wechtel, the Board voted unanimously to approve. (Attachment 4.1)

**Item 5: Consideration of Amendment to County Purchase Policy**

No discussion was had by the Board.

**Item 6: Charters of Freedom Setting Placement Discussion**

Commissioner Gentry discussed with the Board, the sites which have been considered for the placement of the Charters of Freedom Setting. Commissioner Gentry noted that the site which had been discussed at Madison Early College High School was no longer an option for the placement of the setting. Discussion was had by the Board regarding alternate sites including the Magistrate's Office and the side opposite from what had already been considered on the Courthouse lawn. Discussion was had by the Board regarding existing structures already in place at the Courthouse. Commissioner Gentry advised the Board that he will further explore the area at the Courthouse.

**Item 7: Solid Waste Services Discussion**

**a. Current Operating Update**

Commissioner Norris Gentry discussed the Solid Waste budget for FY 2020-2021.

**b. Equipment**

Commissioner Gentry discussed equipment needed by the Solid Waste Department including a new roll off truck and updates needed at Convenience Centers located in Marshall, Walnut, and Bone Camp.

Discussion was had by the Board and Solid Waste Director Sam Lunsford.

**c. Convenience Fee**

Commissioner Gentry presented and discussed a list of non-profit organizations who are now being billed for the convenience fee. Discussion was had by the Board and Mr. Lunsford regarding the fee, private companies who provide dumpster services within the County, the Enterprise Fund which Solid Waste operates under, and what current legislature allows as well as does not allow in regards to the fee. Council was provided by County Attorney Donny Laws.

**d. Consideration of Ordinance Revision Discussion**

Interim County Manager/Commissioner Gentry discussed the need for a revision of the current Ordinance with the Board. Discussion was had by the Board.

**Item 8: Adjournment**

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

This the 27th day of October, 2020.

MADISON COUNTY

  
Craig Goforth, Chairman  
Board of Commissioners

ATTEST:

  
Mandy Bradley, Clerk  
Board of Commissioners



# AIA® Document B105™ – 2017

## Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Tenth (10<sup>th</sup>) day of November in the year 2020.  
(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 Architect  
(Name, legal status, address and other information)

**PFA Architects, P.A.**  
196 Coxe Avenue  
Asheville, NC 28801  
Main Phone: 828.254.1963  
Fax: 828.253.3307

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

**Madison County Health Department – Renovations & Addition**  
located at 493 Medical Park Drive, Marshall, NC 28753

New addition on the north wing of approximately 950 SF; including Doctor's offices, a WIC room, training room, personal protective equipment rooms, and restrooms. Project also includes, but not limited to, a new walkway canopy on the south wing and a new parking area to serve the existing playground with ten (10) vehicle parking spaces, including a compliant accessible parking space.

The Owner and Architect 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.

Inf.

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User Notes:

(1178817839)

## ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Refer to Attachment "A" dated October 27<sup>th</sup>, 2020.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105TM, 2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105, 2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering, and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

## ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

## ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

## ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

## ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Refer to Attachment "A" dated October 27<sup>th</sup>, 2020 with regards to Basic A/E fee proposal in the amount of \$19,500 [Nineteen Thousand, Five Hundred Dollars and no/100].

There is also a fee for the Parking Area Civil Engineering Fee in the amount of \$2,500 [Two Thousand, Five Hundred Dollars and no/100]; which is in addition to the Basic A/E fee of \$19,500.

The Owner shall pay the Architect an initial payment of Zero (\$ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Zero percent ( 0.00 %). Reimbursable Expenses are in addition to compensation for Basic A/E fee and include expenses incurred by the Architect and the Architect's consultants directly related to the project; these expenses are passed along to the Owner with no mark-up.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of Eight percent ( 8 %) per annum, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond ( ) months of the date of this Agreement through no fault of the Architect.

## ARTICLE 7 OTHER PROVISIONS

*(Insert descriptions of other services and modifications to the terms of this Agreement.)*


The Architect and his/her consultants shall visit the Construction Site as required for Evaluations of the Work and at other times, as needed, to expedite decisions as dictated by the Project Schedule and activities. The Architect shall also attend a Monthly Construction Conference at the Job Site.

## ARTICLE 8 OTHER DOCUMENTS


- Attachment "A": PFA Architects, P.A.'s October 27<sup>th</sup>, 2020 A/E Fee Proposal (4-pgs.)
- Attachment "B": PFA Architects, P.A.'s Current 2019-20 Certificate of Insurance showing all General Liability & Professional Liability policies, limits, etc. (1-pg.); and
- Attachment "C": Current 2020 IRS W-9 Form (1-pg.)

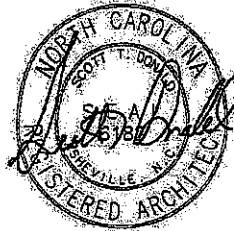
This Agreement entered into as of the day and year first written above.

**MADISON COUNTY GOVERNMENT**

  
OWNER (Signature)  
**Craig Cofer, Chairperson**  
**Madison County Board of County**  
**Commissioners**  
\_\_\_\_\_  
(Printed name and title)

**PFA ARCHITECTS, P.A.**

  
ARCHITECT (Signature)  
**Scott T. Donald, AIA**  
**Architect / President / Corp. Secretary**  
\_\_\_\_\_  
(Printed name, title, and license number, if required)



**Preaudit Statement**

**This instrument has been pre-audited in the manner required by the Madison County Government Budget and Fiscal Control Act**

  
\_\_\_\_\_  
**Kary Ledford, Interim Finance Officer**  
**Madison County Government**

Init.

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

**WHEREAS** Madison County presents under consideration the construction of an addition to the building occupied by the Madison County Health Department at 493 Medical Park Drive, Marshall, NC 28753.

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

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

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

Resolved this the 27<sup>th</sup> day of October, 2020. Signed this the 27<sup>th</sup> day of October, 2020.

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

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

**CERTIFICATION**

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

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

(SEAL)