

State of North Carolina

Minutes

County of Madison

The Madison County Board of Commissioners met in regular session on Tuesday, October 8, 2019 at 7:00 p.m. at the Madison Campus of AB Tech, 4646 Hwy 25-70 Marshall, North Carolina.

In attendance were Chairman Norris Gentry; Commissioners Matt Wechtel and Craig Goforth; County Manager Forrest Gilliam; County Attorney Donny Laws; Clerk Mandy Bradley.

The meeting was called to order at 7:00 p.m. by Chairman Gentry.

**Agenda Item 1: Agenda Approval**

Upon motion by Chairman Gentry and second by Commissioner Wechtel, the Board voted unanimously to approve the agenda as presented.

**Agenda Item 2: Approval of September 10, 2019 (Special) Minutes, September 10, 2019 (Regular) Minutes and September 24, 2019 (Special) Minutes**

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

**Agenda Item 3: Public Comment**

Ellen Pearson-Ms. Pearson spoke regarding the Town of Marshall and the asphalt plant hearing.

Peter Fland-Mr. Fland spoke regarding the Board of Adjustment as well as the asphalt plant hearing and possible appeal.

John Davis-Mr. Davis spoke regarding the asphalt plant hearing and possible appeal.

Veronica Gentry-Ms. Gentry spoke regarding the asphalt plant hearing, possible appeal, and land use ordinance. (Attachment 3.1)

**Agenda Item 4: Holly Jones, NC Department of Justice**

Ms. Jones presented a power point presentation and discussed information as well as offered to answer any questions from the Board regarding the opioid crisis and the response of the More Powerful NC Opioid Awareness Campaign.

**Agenda Item 5: Peggy Goforth, Library Administrative Manager**

**a. Library Board of Trustees By-Laws Amendment**

Ms. Goforth presented, discussed, and answered questions from the Board regarding a proposed change to the By-Laws for the Library Board of Trustees. The proposed change would affect Article 2, Section 6 of the By-Laws regarding the reappointment of Board members allowing Trustees to serve more than one term without a one year waiting period upon the expiration of the member's initial term. Upon motion by Commissioner Goforth and second by Chairman Gentry, the Board voted to approve the change in the By-Laws for the Library Trustees. (Attachment 5.1)

**b. Service Animal Policy**

A proposed Service Animal Policy for the library was presented and discussed with the Board by Ms. Goforth. She reviewed the reasons behind the need to adopt the Service Animal Policy and requested that the Board approve

the policy. Upon council from County Attorney Donny Laws, with motion by Commissioner Wechtel and second by Commissioner Goforth, the Board voted unanimously to accept the policy. (Attachment 5.2)

**Agenda Item 6: Chris Maney, Director Parks and Recreation**

Mr. Maney presented and discussed with the Board, a Resolution supporting the request of funding currently available through the Community Foundation of Western North Carolina for improvements at Barnard Park. Funding would be used for general up keep such as gravel, restoration of park signage, and crossties. Upon motion by Chairman Gentry and second by Commissioner Goforth, the Board voted unanimously to approve the Resolution for request for funds to be spent on the benefit of Barnard Park. (Attachment 6.1)

**Agenda Item 7: Donny Laws, County Attorney**

**a. Presentation of Mars Hill Convenience Center Lease**

Mr. Laws presented and discussed the renewal for the lease of the Solid Waste Convenience Center located in Mars Hill. The terms of the lease were discussed with the Board by Mr. Laws. Upon motion by Commissioner Wechtel and second by Chairman Gentry, the Board voted unanimously to approve the recommended lease. (Attachment 7.1)

**b. Youth League Lease**

Mr. Laws presented and discussed the terms of the lease of a 2 acre tract of land off of Elderberry Lane with the Madison County Cal Ripkin Baseball League. Along with the lease, Mr. Laws presented a Resolution to allow the County Manager or Board Chairman to execute the lease which would allow for the property to be developed as athletic fields to be used by the residents of Madison County. Upon motion by Commissioner Goforth and second by Commissioner Wechtel, the Board voted unanimously to approve. (Attachment 7.2)

**Agenda Item 8: Forrest Gilliam, County Manager**

**a. Manager's Report**

Mr. Gilliam discussed recent awards that Brittany Hamlin with the Child Support Enforcement Office received on August 28, 2019 at the State Child Support Conference. The awards included a certificate for outstanding achievement in all collection and incentive performance measures as well as a gold medal recognizing Madison County as the most improved overall in the State.

An update regarding ambulance service for the County was discussed with the Board by Mr. Gilliam. Mr. Gilliam stated that as of August 30, 2019 HCA had advised that they would submit a new bid for continued service, but would no longer provide service as currently contracted. In response to the request from HCA, the County has placed a request for proposal individually and will place one jointly with Yancey County in the coming weeks to accept bids for prospective companies who may be interested in contracting ambulance service for the County.

**b. Budget Amendment #3 and #3B**

Mr. Gilliam presented and discussed Budget Amendments #3 and #3B with the Board. Upon motion by Chairman Gentry and second by Commissioner Wechtel, the Board voted unanimously to approve Budget Amendments #3 and #3B as proposed. (Attachment 8.2)

**c. Tax Refunds and Releases**

Tax releases and refunds for the month of September were presented and discussed with the Board by Mr. Gilliam. Upon motion by Chairman Gentry and second by Commissioner Goforth, the Board voted unanimously to approve the September tax releases and refunds as proposed by the County Manager and the Tax Office. (Attachment 8.3)

**d. September Financial Report**

Mr. Gilliam presented and discussed the September financial report with the Board. Upon motion by Commissioner Goforth and second by Commissioner Wechtel, the Board voted unanimously to approve the September Financial Report. (Attachment 8.4)

**e. County Board Appointments**

Mr. Gilliam presented possible Board appointments for various County Boards to the Board.

Upon motion by Commissioner Wechtel and second by Chairman Gentry, the Board voted unanimously to appoint Clayton Willis to the Jury Commission.

Upon motion by Commissioner Wechtel and second by Commissioner Goforth, the Board voted unanimously to appoint Barbara Merrill to the Library Board of Trustees.

Upon motion by Commissioner Wechtel and second by Chairman Gentry, the Board voted unanimously to appoint Ted Roberts to the Nursing Adultcare Home Community Advisory Committee.

Upon motion by Commissioner Wechtel and second by Commissioner Goforth, the Board voted unanimously to appoint Kevin Morton to the Planning Board.

**Item 10: Adjournment**

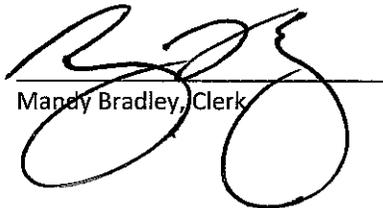
Upon motion by Chairman Gentry and second by Commissioner Wechtel, the Board voted unanimously to adjourn.

This the 8th day of October, 2019.

MADISON COUNTY

  
Norris Gentry, Chairman  
Board of Commissioners

ATTEST:

  
Mandy Bradley, Clerk



# Madison County Commissioners Meeting Public Comment

October 8, 2019

7:00pm

A-B Tech, Madison Campus

3 Minute Time Limit

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

Name	Signature
1. Ellen Holmes Pearson	
2. Pete Flax	
3. John Davis	
4. Veronica Gentry	
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# Madison County Public Library

## By-Laws of the Library Board of Trustees

(Revised March 2007)

Page 1

### Article 1 – Name and Purpose

This organization shall be called **The Board of Trustees of the Madison County Public Library**. Its purpose is to administer the Madison County Library in all phases of its operations. To this end, the Board shall:

1. Determine library policies.
2. Employ a capable, trained library administrator and provide the adequate staff.
3. Secure adequate funds.
4. Approve expenditure of library funds.
5. Receive gifts to the library.
6. Provide and maintain adequate facilities.
7. Insure a representative selection of books and other library resources.
8. Participate actively in cooperative efforts to improve local library services.

### Article 2 – Membership

#### Section 1

The Board shall consist of seven members.

#### Section 2

Members of the Board shall be appointed by the County Commissioners from the qualified voters of the County, none of whom shall hold office or employment in the County government.

#### Section 3

The members shall serve a term of three years and until their successors are appointed and qualified. The terms are on a staggered basis. In the event a member is unable to complete a term, a successor will be sought to fill the vacancy for the remainder of the term.

#### Section 4

Members shall serve without compensation for their services as such, but may receive reimbursement for necessary travel and other expenses incurred on official duties when such expenditures have received authorization of the County Commissioners (either specifically or through inclusion in an approved budget).

#### Section 5

Members of the Board shall be subject to removal by motion of the County Commissioners by majority vote. A trustee may be removed from office by the County Commissioners for failure to attend three consecutively scheduled board meetings, after a recommendation by the Library Board of Trustees to the Board of Commissioners.

#### Section 6

~~After having been off the Board for one year, a Trustee may be reappointed by the County Commissioners.~~

#### Section 7

No member of the Board shall be financially interested, directly or indirectly, in any contract, sale or transaction to which the County is a party and which comes before the Board for approval or any other official action pertaining to the County Library. Any contract, sale or transaction on which there shall be such an interest shall become void at the election of the County when so declared by resolution of the County Commissioners. If any member of the Board shall be financially interested as aforesaid, upon conviction thereof, he shall forfeit his office in addition to any other penalty which may be imposed for such violation.

#### Section 8

Solicitation of products or political activities is not permitted by a Board of Trustees member on the Library premises during those periods of the day when any employee is engaged in performing his/her work tasks.

**Madison County Public Library**  
**By-Laws of the Library Board of Trustees**  
(Revised March 2007)

**Article 3 – Officers and Their Duties**

Section 1

The officers of the Board shall be a Chairman and a Secretary who shall be elected at the first meeting of each fiscal year (July through June). Each officer shall serve for a period of one year. The term of newly elected officers shall begin immediately after annual election.

Section 2

The Chairman shall preside at all meetings, appoint all committees with the approval of the Board, authorize calls for special meetings, and generally perform the duties of a presiding officer.

Section 3

The Secretary shall keep the Minutes of all meetings, shall issue notices of all regular meetings and of special meetings upon proper authorization. The Secretary shall have custody of the Minutes and other records of the Board not specifically assigned to other officers, and shall inform the County Manager of any vacancies occurring on the Board.

**Article 4 – Meetings**

Section 1

Regular meetings shall be held every two months. The time and place of regular meetings shall be published in advance.

Section 2

Special meetings may be called by the Library Director or the Chairman of the Board.

Section 3

All regular and special meetings shall be open to the public in accordance with all Open Meeting Statutes.

Section 4

The Secretary shall furnish, prior to the regularly scheduled meeting, Minutes of the previous meeting, an agenda, and any other materials which need to be studied.

Section 5

A quorum shall consist of five Trustees present for the transaction of business.

Section 6

All Trustees, including the Chairman, are entitled to vote. A majority vote is required for passage.

Section 7

A telephone vote on an emergency matter may be taken. This action, however, must be duly recorded in a separate set of minutes, approved and placed on file.

**Article 5 – Committees**

Section 1

The Chairman shall appoint special committees of one or more members for the purpose or functions as the Board may require from time to time. The committee shall be discharged upon completion of the purpose for which it was appointed, and after the final report has been made to the Board.

Section 2

All committees shall make a progress report at each Board meeting.

Section 3

No committee shall have other than advisory power, unless so granted specific power to act, as suitable action by the Board.

**Article 6 – Library Director and Staff**

Section 1

The Library Director is appointed by the Board of County Commissioners upon consideration of the full recommendation of the Board of trustees. The Director shall be the executive and administrative officer of the Library and shall represent the Library at all departmental meetings.

**Madison County Public Library**  
**By-Laws of the Library Board of Trustees**  
(Revised March 2007)

Page 3

Section 2

The Library Director shall carry out policies adopted by the Board and approved by the County Commissioners, shall be held responsible for the direction of the staff, for the care and maintenance of buildings and equipment, for the efficiency of the library's service to the public, and for the operation of the library under the financial conditions set forth in the annual budget.

Section 3

The Library Director is responsible for an adequate and proper selection of library materials in keeping with the stated policies of the Board.

**Article 7 – Amendments**

Section 1

By-Laws of the Board of Trustees of the Madison County Public Library may be amended as follows:

1. Proposal by any Board member at any regular or called meeting.
2. Publication of proposal on the County Web site in accordance with County government requirements.
3. Approval by a two-thirds majority of the full Board at the next regular or called meeting.

## Service Animals

The Madison County Public Libraries welcomes service animals and animals invited for special programs to enter the Library building.

“Service animal” is defined by the Americans with Disabilities Act (ADA) as any service dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work or tasks performed by a service animal must be directly related to the individual’s disability. Service animal is limited to the animals defined under the ADA and does not include any other species of animal, wild or domestic, trained or untrained. Service animal does not include an animal used or relied upon for crime deterrence, emotional support, well-being, comfort, or companionship.

Library staff has the right to ask the animal’s handler (1) Is this a service animal and (2) what is the animals’ function for them. The handler is not required to provide documentation about the service animal or to prove a disability. Service animals are not required to be licensed or certified, or to be identified by a special harness or collar. Service animals must be on a leash or harness at all times, unless the use of a leash or harness interferes with the animal’s effective performance of its task. If the animal cannot be leashed or harnessed, it must be under the handler’s control via voice, signals or other effective means at all times. The animal’s handler is solely responsible for the supervision and care of the service animal and must be in full control of the animal at all times. Therefore, owners must keep the service animal directly with them at all times.

The Library retains discretion to exclude or remove a service animal from Library property if:

- The service animal is out of control and/or the service animal’s handler does not effectively control the service animal’s behavior
- The service animal is not housebroken
- The service animal poses a direct threat to the health or safety of others that cannot be eliminated by reasonable modifications
- Permitting the service animal would fundamentally alter the nature of the service, program or activity

The animal’s handler will be responsible for any damage to Library or personal property and any injuries to individuals caused by the service animal. Anyone using a service animal on Library property will hold the Library and County of Madison harmless and indemnify the Library and County of Madison from any such damages.

STATE OF NORTH CAROLINA

RESOLUTION

COUNTY OF MADISON

**WHEREAS**, generous benefactors have previously created a trust fund being held by the Community Foundation of Western North Carolina for the benefit of Barnard Park; and

**WHEREAS**, the County has been advised by the Community Foundation that there is currently \$970.00 of income available from the said trust fund; and

**WHEREAS**, the Community Foundation has approved the utilization of such funds for enhancing the park by the purchase of such items as railroad crossties used as parking barriers, material to improve the flower planter located at the entrance, gravel, and mulch for the purpose of maintenance and preservation of the Park; and

**WHEREAS**, the County of Madison is of the opinion that the utilization of such funds in the Park in such a fashion would be a great benefit to the Park; and

**WHEREAS**, the County of Madison is of the opinion that the utilization of such funds in the Park in such a fashion would be a great benefit to the Park; and

**WHEREFORE**, the County of Madison does hereby approve and request the Community Foundation to distribute the aforesaid \$970.00 to the County of Madison for the specific purpose of purchasing aforementioned items to enhance the maintenance and preservation of the Park.

This the 8th day of October, 2019.

MADISON COUNTY

By: \_\_\_\_\_  
Norris Gentry, Chairman  
Board of Commissioners

ATTEST:

\_\_\_\_\_  
Mandy Bradley, Clerk



# County of Madison

## Board of Commissioners

Norris Gentry, Chairman · Wayne Brigman, Vice-Chairman · Matt Wechtel, Commissioner  
Craig Goforth, Commissioner · Mark Snelson, Commissioner

Attachment 6.1

October 8, 2019

Community Foundation of Western North Carolina  
4 Vanderbilt Park Drive  
Asheville, NC 28803

Greetings,

Please accept the request on behalf of the Madison County Board of Commissioners for the disbursement of funds totaling \$970.00 to benefit Barnard Park on the French Broad River.

The purpose of the funds will be for the maintenance and preservation of the Park. The funds will be used to complete necessary improvements including installation of railroad crossties, improvements to the planter at the entrance sign, and installation of gravel and mulch in the parking and landscape areas.

Please see the enclosed Resolution approved by the Board of Commissioners on October 8, 2019. Thank you for your willingness to fund such projects for the preservation of this space so that it may be enjoyed for generations to come.

Sincerely,

---

Norris Gentry, Chairman  
Board of Commissioners

STATE OF NORTH CAROLINA

1 JULY, 2019

COUNTY OF MADISON

LEASE AGREEMENT

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**THIS LEASE AGREEMENT** is made and entered this the 1<sup>st</sup> day of July, 2019, by and between **HAZEL WILLIS, TRUSTEE OF THE ROERT NEAL WILLIS REVOCABLE TRUST, dated March 8, 2007**, (hereinafter referred to as "**LESSOR**"), and **THE COUNTY OF MADISON**, a body politic and corporate, (hereinafter referred to as "**LESSEE**");

**WITNESSETH:**

**THAT FOR** and in consideration of the rent payments set forth hereinbelow and other good and valuable considerations, Lessor has agreed to lease and does hereby demise and lease unto the Lessee, it's heirs and assigns, and Lessee does hereby lease from Lessor those premises more particularly described hereinbelow as demised premises upon the following terms and provisions:

1. **Demised Premises.** That tract of land located on the South side of NCSR 1351 east of the Park View Trailer Park in the Mars Hill Community of Madison County, upon which is currently located a trash collection site commonly known as the Mars Hill Convenience Center, a portion of Madison County Deed Book 424, Page 155.
2. **Term of Lease.** The term of this Lease shall be for a period of 3 years. Commencing on the 1<sup>st</sup> day of July, 2019 and ending on the 30<sup>th</sup> day of June, 2022.
3. **Rental.** Rent shall be the sum of \$425.00 per month, payable as follows: In annual installments of 5,100.00 annually due and payable on the 1<sup>st</sup> day of July during each calendar year of the term of this lease.
4. **Termination.** Either the Lessor or Lessee may terminate this Lease upon giving written notice to the other party of at least 60 days prior notice to the date of the effective termination. Provided however that when the Lessee has made lease payments in advance the Lessor shall not terminate this Lease at any time during the lease period in which the lease payments have been paid in advance. In the event that the Lessee elects to voluntarily terminate the Lease during the period that the Lessee has made payments in advance, Lessee shall not be entitled to a refund of any advance lease payments.
5. **Lease Purpose.** Lessee leases demised premises for the purposes of locating upon the premises a convenience center for the deposit of garbage, recyclables and other refuse which Madison County operates in connection with its waste management program. Lessee may use the demised premises for any legal purpose associated with the operation of Madison County's Solid Waste Management Department.
6. **Maintenance.** Lessee shall be responsible for and shall maintain the demised premises in an orderly fashion consistent with its sue and shall take all necessary and appropriate

measures to ensure that the trash and refuse is maintained within the boundaries of the demised premises and is not removed from demised premises onto the lands of any adjoining land owner.

7. Improvements. Lessee shall be entitled to make any and all necessary improvements to the property consistent with the property's use and shall be entitled to remove all such improvements at the end of the Lease and shall leave the demised premises in a clean condition at the termination of the Lease.
8. Warranty and quiet enjoyment. Landlord warrants and agrees that Lessee, it's heirs and assigns, shall have peaceful and exclusive possession and quiet enjoyment of the premises during the term of the Lease and further warrants that Lessee is in legal possession of the demised premises and has the full right to lease the same for the term set forth herein.

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

  
\_\_\_\_\_  
HAZEL WILLIS, TRUSTEE (SEAL)  
OF THE ROBERT NEAL WILLIS REVOCABLE  
TRUST, dated March 8, 2007  
Lessor

MADISON COUNTY, by:

\_\_\_\_\_  
NORRIS GENTRY, CHAIRMAN OF THE MADISON  
COUNTY BOARD OF COMMISSIONERS

Attest:

\_\_\_\_\_  
Clerk to the Board

STATE OF NORTH CAROLINA

COUNTY OF MADISON

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid do hereby certify that NORRIS GENTRY, by authority duly given on behalf of the Board of County Commissioners for Madison County, North Carolina, and attested to by its Clerk, did personally appear before me and did acknowledge the due execution of the foregoing Lease

Agreement for all of the purposes therein expressed. WITNESS my hand and official seal,  
this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

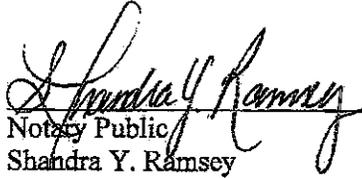
My commission expires: \_\_\_\_\_

**STATE OF NORTH CAROLINA**

**COUNTY OF MADISON**

I, Shandra Y. Ramsey, a Notary Public of the State and County aforesaid do hereby certify that HAZEL WILLIS, Trustee of the Robert Neal Willis Revocable Trust, who is known to me or proved to me on the basis of satisfactory evidence to be the person(s) described, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing instrument for all purposes therein express.

WITNESS my hand and notarial seal this the 27<sup>th</sup> day of September, 2019.

  
\_\_\_\_\_  
Notary Public  
Shandra Y. Ramsey

My commission expires: 11/12/2023

**TRUSTEE CERTIFICATION**  
**(36C-10-1013)**

THIS CERTIFICATION (the "Certificate") made this 1<sup>st</sup> day of July, 2019, by Hazel Willis, Trustee(s) of the Robert Neal Willis Revocable Trust (Trust), to Madison County, (Lessees), Donny J. Laws, Attorney (Law Firm), any lender financing this transaction and any Title Insurer (Insurer) insuring title to the property situated in the State of North Carolina and described in Schedule A (Land), their successors and/or assigns, all of whom are relying on the veracity of this certification, witnesseth:

WHEREAS, said Insurer has issued a commitment of title insurance insuring the title to the Land; and

WHEREAS, said Insurer will be requested to issue its policy or policies of title insurance insuring the title to the Land; and

WHEREAS, the Land is owned or to be owned by the Trust; and

WHEREAS, said Insurer will not issue its policy without being provided an acceptable certificate concerning the authority of the Trustee(s) to enter in to the contemplated transaction pursuant to the North Carolina Uniform Trust Code, and

WHEREAS, said Insurer will not issue its policy without exception to matters concerning ownership of the Land by the Trust, unless assured to certain facts as herein set out;

NOW THEREFORE, Trustee(s) certify as follows:

1. The Trust has been lawfully executed, was validly created, is still in existence, and has not been revoked, modified, or amended in any manner which would cause the representations contained herein to be incorrect;
2. The Settlor(s) of the Trust, if revocable, issued no instructions that would limit or restrict the Trustees' authority to enter into or consummate this transaction in accord with this certificate;
3. The identity and address of the currently acting Trustee(s) identified above is:  
Hazel Willis  
3796 Beech Glen Rd.  
Burnsville, NC 28754
4. The Trustee has been granted due authority to enter into and consummate the transaction contemplated by the Insurer's title insurance commitment, the Trust grants all the necessary powers to the Trustee(s) and contains no limitations or restrictions on said authority that would prohibit or limit the trustee's authority to enter into and consummate the proposed transaction.
5. The Trust does not limit a Trustee's authority to sign necessary documents, execute this certificate or otherwise authenticate the Trust and all co-trustees required to exercise the powers contained in the Trust have executed this certificate;
6. The Trust's taxpayer identification number is (only last 4 digits required) XXXX; and
7. The Trust Agreement specifies that the Trust is to take title to any property in the following manner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;

FURTHER, Trustee(s) does/do hereby acknowledge that this Certification may be recorded in the Register of Deeds Office and agrees that this Certification is being executed in duplicate counterparts each of which shall be deemed an original (the counterpart to be recorded may have the taxpayer identification number redacted if it is the social security number of a settlor).

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Trustee(s) hereto have duly signed and sealed this instrument in duplicate.

Hazel Willis (SEAL)  
HAZEL WILLIS

\_\_\_\_\_ (SEAL)

STATE OF NC

COUNTY OF MADISON

I, Shandra Y. Ramsey, a Notary Public for the County of Madison and State of North Carolina, do hereby certify that HAZEL WILLIS, Trustee, either being personally known to me or proven by satisfactory evidence (said evidence being \_\_\_\_\_), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by he/she/them for the purposes stated therein.

WITNESS my hand and notarial seal, this 27 day of September 2019.

Shandra Y. Ramsey  
Notary Public: Shandra Y. Ramsey

(Official Seal)

My Commission Expires: 11/12/2023

STATE OF NORTH CAROLINA

COUNTY OF MADISON

**LEASE AGREEMENT - 8 OCTOBER, 2019**

**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 **MADISON COUNTY CAL RIPKEN LEAGUE BASEBALL an Unincorporated Association**, 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 8 October, 2019 and extend through and until 7 October, 2029.
- 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: Being approximately a 2.0 acre tract owned by Madison County having a PIN of 9716-75-8207 and being a portion of Madison County Deed Book 206, Page 441 and being bounded on the North by Elderberry Lane, on the East by Elderberry of Marshall, on the South by Marshall B-K Center and on the West by JASK Management, LLC.
- 4) Covenants Regarding Use of Property and Indemnification: The Demised Premises shall be used by the Lessee only for the purposes of providing athletic fields to the residents of Madison County and other invitees and for the purposes of providing recreational 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 recreation facilities throughout Madison County to serve the needs of the citizens of the county and in particular the needs of citizens of the community. 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 athletic fields on the demised premises to serve the citizens of Madison County. 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 Madison County athletic fields.
  - b. To open and close all buildings and all fields and facilities on the demised premises before and after all activities.
  - c. To maintain proper control with respect to all keys to the facilities.
  - d. 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.
  - e. To report immediately all damage, vandalism and other defects to the demised premises to the Madison County Department of Community Services.
  - f. To provide all maintenance and repairs to the demised premises.
  - g. To provide the proper security protection for the demised premises when not in use by authorized groups.
  - h. To keep the demised premises in good and proper condition.
  - i. To take all energy saving and conservation methods required to conserve energy costs on the demised premises.
  - j. 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.



- 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: \_\_\_\_\_  
\_\_\_\_\_

Lessor: Madison County  
c/o Forrest Gilliam , County Manager  
Madison County Administrative Building  
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, oral or written, made prior to or contemporaneously with this Agreement, shall have no legal or equitable consequences, and the only agreement made and binding on the parties hereto is contained herein and it is the complete and total integration of the intent and understanding of the Lessor and Lessee..

17) 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 8 October, 2019 Regular Monthly Meeting authorizing entry of this Lease after

**RESOLUTION AUTHORIZING EXECUTION OF  
A LEASE AGREEMENT BETWEEN MADISON COUNTY  
AND MADISON COUNTY CAL RIPKEN BASEBALL  
FOR USE OF COUNTY OWNED PROPERTY**

**WHEREAS**, Madison County owns a certain tract or parcel of land being, approximately a 2.0 acre tract owned by Madison County having a PIN of 9716-75-8207 and being a portion of Madison County Deed Book 206, Page 441 and being bounded on the North by Elderberry Lane, on the East by Elderberry of Marshall, on the South by Marshall B-K Center and on the West by JASK Management, LLC; and

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

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

**NOW THEREFORE, BE IT HEREBY RESOLVED** that the Madison County Board of Commissioners hereby determines that the property described above which is the subject of the proposed lease agreement with Madison County Cal Ripken League Baseball 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 Madison County Cal Ripken League Baseball, 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 8<sup>th</sup> day of October, 2019.

\_\_\_\_\_  
Hon. NORRIS GENTRY, Chairman  
Madison County Board of Commissioners

ATTEST:

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

(SEAL)

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 8 October, 2019 meeting, a copy of the notice being attached hereto as Exhibit "A".

**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,  
LESSEE**

**By:** \_\_\_\_\_

**Title:** Madison County Manager

**Attest:**

(SEAL)

**By:** \_\_\_\_\_  
**Clerk to the Board**

**LESSEE**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**Madison County  
Board of Commissioners**

**Budget Amendment #03  
October 8, 2019**

Description	Line Item	Debit	Credit
<b>Ad Valorem Taxes</b>			
Sale of Foreclosed Property	10.3100.8000		\$ 16,500.00
2015 Ad Valorem Taxes	10.3100.2015	\$16,500	
Records proceeds from sale of foreclosed property. Reduces budgeted revenues from prior years taxes by corresponding amount.			
<b>Finance Office</b>			
Rent-Drivers License Office	10.3834.8604		\$ 6,400.00
<b>Tax Collector</b>			
Salaries: Temp (Collector's Office)	10.4140.1260	\$ 1,932.00	
FICA (Collector's Office)	10.4140.1810	\$ 148.00	
Salaries (Assessor's Office)	10.4141.1210		\$ 1,932.00
FICA (Assessor's Office)	10.4141.1810		\$ 148.00
Transfers lapsed salaries to fund Temporary Salaries for office help.			
<b>Sheriff's Office</b>			
Housing of Federal Inmates	10.3431.2100		\$ 15,000.00
Housing of Juvenile Inmates	10.3431.2250	\$ 48,870.00	
Housing of State Inmates	10.3431.3000		\$ 2,000.00
Housing of Other County Inmates	10.3431.3010		\$ 49,000.00
Reduces budgeted revenue from Juvenile inmates to account for later than expected implementation. Increases revenues from other inmate sources to offset the reduction.			
<b>Inspection Fees</b>			
Cell Tower Fees	10.3435.4130		\$ 1,500.00
Increases revenue based on actual revenue year to date.			
<b>Parks and Recreation</b>			
Event Programming	10.3770.3380		\$ 1,100.00

Increases revenue based on actual revenue year to date.

**Health Department**

Smart Start Grant	10.3513.3670	\$ 24,119.00	
Smart Start Salary	10.5185.1210		\$ 17,636.43
Smart Start FICA	10.5185.1810		\$ 1,349.88
Smart Start Retirement	10.5185.1820		\$ 1,564.51
Smart Start Health Ins	10.5185.1830		\$ 4,500.00
Smart Start Unemployment	10.5185.1850		\$ 176.64
Smart Start Workers Comp.	10.5185.1860	\$ 72.31	
Smart Start Life Insurance	10.5185.1890		\$ 22.40
Smart Start Special Program	10.5185.2310	\$ 15.00	
Smart Start Travel	10.5185.3110	\$ 546.55	
Smart Start Liability Insure	10.5185.4510	\$ 16.00	

Adjusts Smart Start revenue and expenses to account for shorter contract period.

**Animal Control**

Wilkinson Grant	10.3480.6200		\$ 7,000.00
Wilkinson Grant	10.4380.6200	\$7,000.00	

Records revenues and expenses for Wilkinson Grant for spay/neuter and other vet services.

**Community Services**

Aging Plan	10.3555.4500		\$ 3,000.00
Aging Plan	10.5551.4500	\$ 3,000.00	
IHA-Respite Grant	10.3550.3350		\$ 10,000.00
IHA-Respite Grant	10.5500.1900	\$ 8,000.00	

Records revenues and expenses with newly awarded grants/reimbursements.

**Landfill**

CWRAR Grant	80.3472.8130		\$ 16,000.00
CWRAR Grant	80.4720.6990	\$ 16,000.00	

**Debt Services**

Contingency	10.3000.1000	\$ 28,611.00	
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Adds funds to Contingency line.

\$ 154,829.86 \$ 154,829.86

**Madison County  
Board of Commissioners**

**Budget Amendment #03B**

**October 8, 2019**

<b>Description</b>	<b>Line Item</b>	<b>Debit</b>	<b>Credit</b>
<b>Sheriff's Office</b>			
Block Grant-Body Cameras	10.3431.4950		\$ 24,020.00
Block Grant-Body Cameras	10.4310.4950	\$ 24,020.00	
Records revenues and expenses for Governor's Crime Commission grant.			
<b>Animal Control</b>			
Capital Equipment	10.4380.5100	\$3,349.00	
Contingency	10.7000.0000		\$ 3,349.00
Moves funds from Contingency to cover installation of radios in Animal Control vehicles.			

Date run: 10/1/2019 11:52:10 AM  
 Data as of: 9/30/2019 7:42:39 PM

TR-304 Bill Release Report

NCPTS V4

Attachment 8.3

Report Parameters:

Release Date Start: 9/1/2019 Release Date End: 9/30/2019  
 Tax District: ALL

Default Sort-By: Bill #, Taxpayer Name, Release Date, Billing Date, Operator ID, Release Amount

Grouping: No Grouping

Bill #	Taxpayer Name	Bill Date	Release Reason	Operator ID (Name)	Release Date	Orig Bill Amount(\$)
0000568841-2019-2019-0000-00-REG	ALLISON, FENDER L JR	8/28/2019	Ownership	APRIL	9/24/2019	31.50
0000012341-2019-2019-0000-01-REG	BEENE, WESLEY S.	8/28/2019	Adjustment	DIANA	9/24/2019	3,230.72
0000001081-2019-2019-0000-00-REG	BOYD, CLARK	8/28/2019	Removal of SW	APRIL	9/30/2019	593.72
0000017434-2019-2019-0000-00-REG	BRIGGS, PHILLIP HAZEN	8/28/2019	Over Assessment	DIANA	9/23/2019	12.79
0000568936-2019-2019-0000-00-REG	BRIGMON, OSCAR T	8/28/2019	Assessed In Err	APRIL	9/19/2019	32.00
0000017182-2019-2019-0000-00-REG	BROWN, STEVE CHARLES	8/28/2019	Ownership	APRIL	9/19/2019	211.75
0000003708-2019-2019-0000-00-REG	BURNETTE, MICHAEL STEWART	8/28/2019	Elderly Exclusion	DIANA	9/25/2019	1,681.69
0000021854-2019-2019-0000-00-REG	CAPPS, ALTA MAE	8/28/2019	Landfill error	APRIL	9/17/2019	225.92
0000567928-2019-2019-0000-00-REG	CARTER, CECILE EDWINA	8/28/2019	Elderly Exclusion	APRIL	9/26/2019	1,100.32
0000011528-2019-2019-0000-00-REG	CHANDLER, LANNY L.	8/28/2019	Adjustment	APRIL	9/6/2019	735.31
0000007671-2019-2019-0000-00-REG	CHANDLEY, ALVIN H.	8/28/2019	Removal of SW	APRIL	9/19/2019	611.27
0000008842-2019-2019-0000-01-REG	COATES, MILDRED JEANNETTE	8/28/2019	Elderly Exclusion	APRIL	9/18/2019	611.27
0000567644-2019-2019-0000-00-REG	CUNNINGHAM, CINDY G.	8/28/2019	Correction for MH	APRIL	9/20/2019	206.91
0000568425-2019-2019-0000-00-REG	DAILEY, SCOTT	8/28/2019	Adjustment	DIANA	9/24/2019	1,633.65
0000005305-2019-2019-0000-00-REG	ETHERTON, HONLEY	8/28/2019	Landfill error	APRIL	9/17/2019	281.40
0000005308-2019-2019-0000-00-REG	ETHERTON, HONLEY	8/28/2019	Landfill error	APRIL	9/17/2019	270.12
0000011536-2019-2019-0000-00-REG	ETHIER, JOHN E.	8/28/2019	Landfill error	APRIL	9/17/2019	709.92
0000020850-2019-2019-0000-00-REG	FRIENDS OF HOT SPRINGS LIBRARY,	8/28/2019	Exempt Property	DIANA	9/26/2019	516.85
0000005349-2019-2019-0000-00-REG	GENTRY, HAROLD RAY	8/28/2019	Removal of SW	APRIL	9/18/2019	753.52
0000005359-2019-2019-0000-00-REG	GENTRY, MARION	8/28/2019	Landfill error	APRIL	9/25/2019	1,021.35
0000011254-2019-2019-0000-00-REG	GOLDSMITH, ERNEST JR	8/28/2019	Exempt Property	APRIL	9/18/2019	334.03

0000005533-2019-2019-0000-00-REG	GOSS IHS, LLC A NC LIMITED LIABILITY	8/28/2019	Exempt Property	DIANA	9/26/2019	3,696.15
0000002736-2019-2019-0000-00-REG	GREENE, BRUCE	8/26/2019	Removal of SW	APRIL	9/30/2019	586.09
0000569204-2019-2019-0000-00-REG	HARMON, KIMBERLY F. AND HUSBAND,	8/28/2019	Assessed In Err	APRIL	9/17/2019	35.75
0000568416-2019-2019-0000-00-REG	HIGGINS, JENNIFER NIX	8/28/2019	Adjustment	APRIL	9/17/2019	319.27
0000015300-2019-2019-0000-00-REG	HUBER, KATHY LMBT 5634	9/8/2019	Business closed	APRIL	9/18/2019	2.01
0000016075-2019-2019-0000-00-REG	J D GOSNELL TRUCKING, INC.	9/8/2019	Penalty In Err	APRIL	9/16/2019	1,580.70
0000007804-2019-2019-0070-01-DLD	LOUNSBURY, JANICE	8/28/2019	Adjustment	APRIL	9/25/2019	1,609.88
0000003944-2019-2019-0000-00-REG	MADISON COUNTY	8/28/2019	Exempt Property	DIANA	9/26/2019	65.03
0000000754-2019-2019-0000-00-REG	MADISON COUNTY ARTS COUNCIL, A	8/28/2019	Exempt Property	APRIL	9/25/2019	796.64
0000568097-2019-2019-0000-00-REG	MCDOWELL, SHIRLEY ROBERTS	8/28/2019	Exempt Property	APRIL	9/27/2019	131.63
0000569109-2019-2019-0000-00-REG	MOORE, RAYMOND EUGENE	8/28/2019	Over Assessment	DIANA	9/25/2019	412.50
0000016758-2019-2019-0000-00-REG	NORTON, JEANURE ANNE	8/28/2019	Correction for MH	APRIL	9/20/2019	35.20
0000020174-2019-2019-0000-00-REG	NORTON, PAUL	8/28/2019	Landfill error	APRIL	9/17/2019	726.60
0000004874-2019-2019-0000-00-REG	RAMSEY, JAMES ANDREW	8/28/2019	Over Assessment	DIANA	9/24/2019	1,674.87
0000326208-2019-2019-0000-00-REG	RANDALL, CLYDE HEIRS	8/28/2019	Removal of SW	APRIL	9/30/2019	187.50
0000004396-2019-2019-0000-00-REG	RICE, ARNOLD WILSON	8/28/2019	Over Assessment	DIANA	9/24/2019	1,845.08
0000005066-2019-2019-0000-00-REG	ROBERTS, KENNETH E.	8/28/2019	Over Assessment	DIANA	9/25/2019	1,216.66
0000567962-2019-2019-0000-00-REG	ROBERTS, KENNETH E.	8/28/2019	Over Assessment	DIANA	9/25/2019	87.70
0000012052-2019-2019-0000-00-REG	ROBERTS, WILLIAM LEE	8/28/2019	Exempt Property	APRIL	9/30/2019	26.20
0000567709-2019-2019-0000-00-REG	SAWYER, PEGGY LEDFORD	8/28/2019	Homesite	APRIL	9/18/2019	169.48
0000568973-2019-2019-0000-01-REG	SECLUDED VALLEY CORP.	9/24/2019	Assessed In Err	APRIL	9/24/2019	110.03
0000009460-2019-2019-0000-00-REG	SHELTON, BOBBY VANCE	8/28/2019	Removal of SW	DIANA	9/27/2019	413.09
0000017637-2019-2019-0000-00-REG	SOMERSET CAPITAL GROUP, LTD	9/8/2019	Business closed	APRIL	9/24/2019	5.04
0000014069-2019-2019-0000-00-REG	STATION GAP, LLC	8/28/2019	Removal of SW	APRIL	9/19/2019	1,489.85
0000004320-2019-2019-0000-00-REG	THE FAMILY TRUST UNDER THE J	8/28/2019	Landfill error	APRIL	9/18/2019	339.63
0000005140-2019-2019-0000-00-REG	THOMAS, WILLIAM C.	8/28/2019	Removal of SW	APRIL	9/19/2019	249.89
0000013700-2019-2019-0000-00-REG	TREADWAY BOWS	9/8/2019	Adjustment	APRIL	9/16/2019	289.09
0000015917-2019-2019-0000-00-REG	VETTECO, LLC	9/8/2019	Ownership	APRIL	9/20/2019	558.28
0000013316-2019-2019-0000-00-REG	VIGIL, MARCIA K.	8/28/2019	Ownership	APRIL	9/18/2019	251.66
0000006309-2019-2019-0000-00-REG	WHITT, BETTY M.	8/28/2019	Adjustment	APRIL	9/30/2019	330.76
0000568949-2019-2019-0000-00-REG	WILSON, WAYNE JOE & CHRISTINE	8/28/2019	Assessed In Err	APRIL	9/26/2019	65.31
0000007099-2019-2019-0000-00-REG	WNC SPRINK CREEK PROPERTIES,	8/28/2019	Over Assessment	DIANA	9/25/2019	1,158.74
0000007100-2019-2019-0000-00-REG	WNC SPRINK CREEK PROPERTIES,	8/28/2019	Over Assessment	DIANA	9/25/2019	1,229.50
0000007101-2019-2019-0000-00-REG	WNC SPRINK CREEK PROPERTIES,	8/28/2019	Over Assessment	DIANA	9/25/2019	550.63
0000020981-2019-2019-0000-00-REG	WWP PROPERTIES, LLC, A FLORIDA	8/28/2019	Over Assessment	DIANA	9/25/2019	13,573.74

0000534766-2015-2015-0000-00-REG	WYATT, DANNY K.	8/15/2015	Assessed In Err	APRIL	9/23/2019	2.78
0000534767-2016-2016-0000-00-REG	WYATT, DANNY K.	8/15/2016	Assessed In Err	APRIL	9/23/2019	2.78
0000534768-2017-2017-0000-00-REG	WYATT, DANNY K.	8/15/2017	Assessed In Err	APRIL	9/23/2019	2.78
0000568570-2019-2019-0000-00-REG	YANCEY, CHARLES KENNETH	8/28/2019	Assessed In Err	APRIL	9/20/2019	198.73
0000568572-2019-2019-0000-00-REG	YANCEY, CHARLES KENNETH	8/28/2019	Assessed In Err	APRIL	9/20/2019	178.85
<b>Subtotal</b>						
<b>Total</b>						

# SEPTEMBER 2019 RELEASES

Release Amount(\$)	Bill Amount after
31.50	0.00
820.78	2,409.94
160.00	433.72
8.53	4.26
32.00	0.00
211.75	0.00
680.61	1,001.08
160.00	65.92
184.89	915.62
375.23	360.08
160.00	451.27
354.83	256.44
206.91	0.00
1.35	1,632.30
160.00	121.40
160.00	110.12
160.00	549.92
516.85	0.00
320.00	433.52
480.00	541.36
334.03	0.00

1,744.58	1,951.57
160.00	426.09
35.75	0.00
95.27	224.00
2.01	0.00
143.70	1,437.00
419.00	1,190.88
65.03	0.00
796.64	0.00
131.63	0.00
236.50	176.00
28.16	7.04
160.00	566.60
548.12	1,126.75
160.00	27.50
1,043.50	801.58
86.46	1,130.20
82.18	5.52
26.20	0.00
169.48	0.00
110.03	0.00
160.00	253.09
5.04	0.00
160.00	1,329.85
160.00	179.63
160.00	89.89
140.97	148.12
528.03	30.25
251.66	0.00
22.00	308.76
62.11	3.20
980.45	178.29
882.91	346.59
357.95	192.68
12,141.25	1,432.49

2.78	0.00
2.78	0.00
2.78	0.00
198.73	0.00
178.85	0.00

**28,161.59**

**28,161.59**

Year	Bill Number	Parcel #	Source Type	Collection #	Assessment	Assessed In	Removal of SWI Fee	Assessed In Err	Additional Owners	Original Recipient Name	Refund Address Line 1	Refund Address Line 2	Refund City	Refund State
2019	0000014089-2019-2019-0000-00	1657	REI	377		9/19/2019 2:38:57 PM				STATION GAP, LLC	PO BOX 2749		WEAVERVILLE	
2019	0000566849-2019-2019-0000-00		IND	454		5/26/2019 9:02:31 AM				WILSON, WAYNE JOE & CHRISTINE L (LIFE EST)	937 EAST CALVIN EDNEY ROAD		MARS HILL	
2019	0000566849-2019-2019-0000-00		IND	454		9/26/2019 9:00:36 AM				WILSON, WAYNE JOE & CHRISTINE L (LIFE EST)	937 EAST CALVIN EDNEY ROAD		MARS HILL	

Authorization \_\_\_\_\_  
 Date: 10/22/2019

# SEPTEMBER 2019 REFUNDS

The following claims have been submitted to and paid by Madison County Finance for the month of September, 2019.

18 N MAIN	13.87
A-B TECHNICAL COMMUNITY COLLEGE	9,375.00
AB TECH	820.00
ABLE RENT A JON	162.26
ACCESS FAMILY SERVICES	511.29
ADPRO PROMOTION PRODUCTS	2,094.01
ANGELA ALLISON	29.08
ALLYHEALTH	2,031.80
AMAZON.COM	1,317.18
AMERICAN BANKERS INSURANCE COMPANY	5,521.00
AMERICAN MEDICAL ASSOCIATION	594.08
AMERICAN SOCIETY FOR CLINICAL PATHOLO	313.00
AMERIGAS	104.00
ANDA INC.	372.30
JENNIFER ANGEL	70.00
AREA I ASSOCIATION OF SWCD	60.00
WILLIAM ARNDT	480.00
ASHEVILLE CHEVROLET	3,055.82
ASHEVILLE COMMUNICATIONS	6,956.97
ASHEVILLE CONTRACTING	208.65
ASHEVILLE RADIOLOGY ASSOCIATES	135.10
ATLANTIC MEDICAL SOLUTIONS	786.81
B FIRE SAFE INC.	453.67
RANDY BAILEY	63.55
BAKER & TAYLOR BOOKS-550404	1,720.73
DAVID BRIAN BALL	325.00
SHARON BALL	50.68
BAPTIST CHILDREN'S HOME OF NC	17,827.00
BARIUM SPRINGS HOME FOR CHILDREN	3,827.32
TERRY BELLAMY	14.95
BEST BUY	450.00
BIG FROG CUSTOM T-SHIRTS	2,026.58
BLACK MOUNTAIN HOME FOR CHILDREN	17,744.00
DANNIE BLACKWELL	100.00
BLUE HERON WHITEWATER	575.00
BOB BARKER COMPANY INC	519.88
BONNIE AND CLYDES	177.68
SCOTT BOONE	84.24
BOWMAN HARDWARE	13.72
CATHY BRACKINS	383.99
BRANDI NICHOLE FAMILY ENRICHMENT CENT	712.20
MARCI BRATZ	218.40
SHANNON BRAZIL	108.36
D WAYNE BRIGMAN	400.00
JOHN BRIGMAN	500.00
BRITTANY SUPPLY	388.04
THEODORE BRUNER	1,162.00
BUCHI	14,865.93
BUCKNER OIL CO.	4,336.67
BUNCOMBE COUNTY SHERIFF DEPT.	60.00
BY PASS AUTOMOTIVE	748.41
GORDON & KARINA BYRD	74.97
CADCA	300.00
CARDINAL HEALTH	12.26
CAROLINA ENVIRONMENTAL SYSTEMS, INC	1,992.09
CAROLINA SOFTWARE INC	533.75
CAROLINA THERAPEUTIC SERVICES, INC	845.19
CAROLINAS IT	700.00
KRYSTAL CARPENTER	667.00
MATHEW CARVER	173.81
RICKIE CARVER	319.68

CASHWELL APPLIANCE PARTS	166.96
EVELYN CASSIDY	226.80
CENTER COMMUNITY CENTER	850.00
CENTER POINT LARGE PRINT	532.08
CHAMPION SUPPLY	1,952.85
JEREMY CHANDLER	265.60
CHANGE HEALTHCARE	102.84
CHARTER COMMUNICATIONS	2,556.00
CINTAS CORPORATION #223	735.38
COAST 2 COAST TECHNOLOGIES	2,734.00
COAST TO COAST SOLUTIONS	160.07
RUTH LORETTA COATES	100.65
TAMMY CODY	253.88
VANESSA COLLINS	634.00
COMMUNITY HOUSING COALITION OF MADIS	4,200.00
COUNTRY LIVING	20.00
COVETRUS	189.33
CROSSNORE SCHOOL	10,509.21
CUREMD	199.00
CUSTOM DATA PROCESSING	904.03
NORMA CUTSHALL	11.25
DAVIDSON HOMES	634.00
DONNA DAVIS	100.51
BETTY DEITZ	30.78
WAYNE DENTON	100.00
DHHS - CONTROLLER'S OFFICE	1,951.50
DIRECT CARE COMMUNITY BASE SERVICES	1,333.00
KATRINA DODSON	14.76
DODSON PEST CONTROL	140.00
DOLLAR TREE	20.82
DUKE ENERGY PROGRESS	653.46
MADISON DURHAM	45.31
ROGER EASTERBROOKS	100.00
ROSIE EISENBERG	288.37
ELECTRONIC RECYCLERS INTERNATIONAL	5,048.41
ELIADA HOME FOR CHILDREN	7,625.85
BRADLEY ELKLINS	10.02
FAMILY DOLLAR STORE	44.58
FERGUSON ENTERPRISES #1271	85.98
FIELDS CHRYSLER JEEP DODGE RAM	80.25
FISHER HYDRAULICS	1,215.39
FISHER SCIENTIFIC	58.21
FORM & FUNCTION ARCHITECTURE	1,380.00
FOX RUN VETERINARY SERVICES	15.00
WILLIAM FOX	45.82
PATRICIA FRANKLIN	35.00
FRENCH BROAD EMC	19,346.52
FRIENDS OF ANIMALS	1,225.00
FRIENDS OF HOT SPRINGS LIBRARY	900.00
FRONTIER	4,745.87
FRS ASHEVILLE	57.79
DONALD WADE GAHAGAN	116.58
GALLS INCORPORATED	724.91
NORRIS GENTRY	720.00
FORREST GILLIAM	900.00
KAREN GLENN	33.32
CRAIG GOFORTH	435.00
W.W. GRAINGER, INC.	82.92
GRANDIS EVALUATION CENTER	1,200.00
GRANTS SERVICE	851.39
GREATER IVY COMMUNITY CENTER	850.00
GREENVILLE NEWS/ CITIZEN-TIMES	777.28
GRIFFIN WASTE SERVICES	865.00
H. C. TIRE	400.00
BRITTANY HAMLIN	152.42
DAVID HAROLD	2,100.00
CONNIE M HARRIS	61.20

HART'S EMERGENCY VEHICLE SERVICES	14,376.67
JAMES E HARWOOD	52.14
HAYNES ELECTRIC CONSTRUCTION COMPAN	8,558.65
HAYNES TECHNOLOGIES	1,458.22
HAYNIE TOWING & ROAD	75.00
HENRY SCHEIN INC	1,974.16
VICKI HENSLEY	55.80
HOMES2SUITES BY HILTON	663.64
JUSTIN AND SARAH HONEYCUTT	950.00
CADE HOOKER	50.00
HOPE FOR THE FUTURE	265.00
HOT SPRINGS HEALTH PROGRAM	4,500.00
SHAWN HOWELL	89.04
HOYLE OFFICE SOLUTIONS	43.02
HRA BBQ, LLC	112.03
REBECCA HUGHEY	50.79
HUMANE ALLIANCE SPAY/NEUTER CLINIC	14.00
MEGAN HUNTER	475.00
ILDERTON	32,387.00
IMAGE DENTAL ARTS, INC	755.75
INDUSTRIAL CHEM LABS	463.16
INGLES STORES #28	1,082.18
INSURANCE SERVICES OF ASHEVILLE INC	1,540.00
EUGENE IPOX	112.50
ISGETT DISTRIBUTORS, INC	731.46
J D GOSNELL TRUCKING	26,760.00
JAMES KEITH JOHNSON	400.00
JOANN JENKINS	164.70
KATHY JOHNSON	22.99
JOSTENS	893.02
ZACHARY KEEN	20.00
CLAUDE DALE KEENER	455.40
ANGELA KEITH	2.80
KEN WILSON FORD	448.38
DENISE KING	1,072.64
MELANIE KRAFT	3.81
LABORATORY CORP.OF AMERICA	681.90
LAKEWAY RECYCLING & SANITATION	21,496.03
LAUREL COMMUNITY CENTER ORGANIZATIO	975.00
LAUREL VOLUNTEER FIRE DEPT	125.00
LD PRODUCTS	96.04
KARY LEDFORD	72.45
RAY LEWIS	325.00
LEXIS NEXIS	251.49
LIGHTHOUSE FIRE ALARM SERVICES	547.15
CARMEN LOREDO	209.00
LOWES BUSINESS ACCOUNT	1,293.58
MADISON AUTO CARE	42.70
MADISON CO TAX COLLECTOR	1,991.60
MADISON COUNTY BOARD OF EDUCATION	273,312.00
MADISON COUNTY CLERK OF COURT	780.00
MADISON COUNTY COMMUNITY CLUBS	2,400.00
MADISON COUNTY FAIRGROUNDS	982.98
DENTAL CLINIC	930.00
MADISON COUNTY HOUSING AUTHORITY	489.00
MADISON COUNTY SHERIFF'S DEPARTMENT	180.00
MADISON COUNTY SOLID WASTE	42.73
MADISON COUNTY TAX COLLECTOR	250.20
MADISON PHARMACY	1,749.85
MICHAEL C. MANEY	389.51
MARRIOT	85.05
MARS HILL BAPTIST CHURCH	50.00
MARS HILL UNIVERSITY	270.00
TOWN OF MARS HILL	286.00
MARSH PROPANE	1.07
TOWN OF MARSHALL	4,686.10
AMY MASSEY	117.80

LIAM MATHESON	2,515.61
RICK AND CYNTHIA MCDARIS	581.00
MCGILL ASSOCIATES, P.A.	4,875.00
MCSWD	28.84
MED-EXPRESS, INC	600.28
MEMORIAL MISSION HOSPITAL	93,889.00
SANDI METCALF	47.25
MIDDLE LAUREL CHURCH OF GOD	200.00
MIDRANGE SOLUTIONS	90.00
MIDWEST TAPE	720.40
CALEB AND SAVANNAH MILLER	1,162.00
STEVE MILLER	176.96
HAILEY MOORE	634.00
MOUNTAIN VALLEY SPRING WATER	646.29
MY SISTER'S PLACE	20,000.00
N.C. DEPARTMENT OF ADMINISTRATION	570.00
NC DHHS OFFICE OF THE CONTROLLER	95.00
NC CHILD SUPPORT	346.16
NC DEPARTMENT OF ADMINISTRATION	559.04
NC DEPT OF REVENUE	12,313.00
NC DMV	42.00
NC SENIOR GAMES	150.00
NC STATE BUREAU OF INVESTIGATION	2,835.00
NCACC	8,014.00
NCACC/NCCL	43,149.00
NCASWCD	300.00
NCCEAPA	55.00
NCEDA	450.00
NCSLPH	230.50
NEW HOPE GROUP HOME	562.00
NORTHERN TOOL & EQUIPMENT	49.20
RALPH NORTON	141.75
NORTON TIRE	1,060.00
NTA INC	227.20
O A GREGORY INC	2,483.25
CHARLOTTE E OCAMPO	697.68
OFFICE DEPOT	2,238.57
OLD CREEK GENERAL STORE	115.82
ONE BEACON INSURANCE GROUP	2,756.25
PAPA NICK'S	224.18
PATHOLOGISTS MEDICAL LAB	120.00
PATTERSON DENTAL SUPPLY	285.68
IVY PAYNE	40.50
LISA PAYNE	250.00
PCARD-FIRST CITIZENS	18,183.50
PISGAH LEGAL SERVICES	5,000.00
PITNEY BOWES	773.66
DEBBIE PONDER	35.00
KATHY PRICE	261.90
PRIME HEALTH SERVICES	8,333.13
PRINT HORSE	498.87
PROVIDENCE IMAGING CENTER	781.28
QUILL CORPORATION	48.54
KAITLYN RABY	634.00
MARTHA RAMSEY	400.00
TIM RAMSEY	38.45
KATHY RAY	43.30
REGISTER OF DEEDS' SUPPLEMENTAL FUND	563.95
REPUBLIC SERVICES	429.50
REVERE-RICE COMMUNITY CENTER	850.00
VELDA RICE	146.88
RICK'S AUTO PARTS INC.	646.88
MARY ANN RILEY	324.90
JESSE ROBERTS	632.96
VICKIE ROBERTS	17.10
LEVI ROULLARD	90.00
MARY RUDEN	2,000.00

SAM'S CLUB DIRECT	2,096.18
J.B. SAMS	81.45
SANOPI PASTEUR	459.91
DELILAH SELF	125.00
SERVICEMASTER PBM, INC.	5,202.00
SHADY SIDE FLORIST	133.44
HEATHER SHARP	175.86
REBECCA SHARP	140.00
SHEALY'S INC.	677.34
ORVAL SHELTON	30.24
SHRED IT	166.18
JAYLAN SILVERS	81.81
SISTERS OF MERCY HEALTH DESIGNS	1,451.00
DYATT F SMATHERS	350.00
BROOKE SMITH	13.70
SMOKY MOUNTAIN DINER	23,868.90
MARK SNELSON	400.00
SOUTHERN ALARM & SECURITY	527.34
SOUTHERN CONCRETE MATERIALS	569.62
SOUTHERN SOFTWARE INC.	3,469.00
SPECIAL OLYMPICS OF MADISON COUNTY	850.00
SPRING CREEK COMMUNITY CENTER	850.00
RENEE SPRINKLE	179.94
SANDRA STANLEY	371.00
STAPLES BUSINESS ADVANTAGE	89.64
EDWARD STAVISH	291.86
DEANA STEPHENS	29.70
ADRIENE STEPHENSON	315.00
ALLEN STINES	416.64
STRATEGIC MATERIALS	100.40
TERRI STRICKLAND	74.25
GEORGE STURGES	58.60
SAMUEL SUTKER	43.11
SHARON S. SWEDE	200.00
SYSCO FOOD SERVICES KNOXVILLE	4,862.64
KATELYN TAGG	1,902.00
TERMINIX SERVICE	1,200.60
THE HARDWARE AT MARS HILL	81.51
THE LAW FIRM OF JAMIE STOKES	10,858.16
MONRO MUFFLER BRAKE, INC	2,578.38
SANDRA TOLLEY	347.73
TOM'S AUTO BODY	611.01
TOP LINE TROPHIES	38.52
TP HOWARDS PLUMBING	246.64
TRACTOR SUPPLY CO	392.67
BLUE MOUNTAIN STORAGE	600.00
TUCKER ADMINISTRATORS, INC.	38,464.81
JEFFREY A. TWEED	382.00
U.S. BANK VOYAGER FLEET SYSTEMS INC.	11,797.39
U.S. CELLULAR	2,482.22
U.S. TIRE RECYCLING, L.P.	3,042.43
UNITED REFRIGERATION, INC	495.57
UNITED STATES POSTAL SERVICE	961.10
UPPER LAUREL COMMUNITY CLUB	850.00
USF HEALTHCARE CONSULTING	1,826.49
VALUE PRINT OF MARS HILL	64.05
GLORIA VEIRHOUT	16.65
VERIZON	619.28
AMANDA WALKER	35.84
CHRISTA ANN WALLIN	35.00
WALLIN ELECTRIC	216.90
JERRY WALLIN	426.95
WALMART COMMUNITY	327.57
WALNUT COMMUNITY CENTER	850.00
WALNUT CREEK COMMUNITY CLUB	850.00
WALNUT SERVICE CENTER	4,474.38
WASHINGTON COUNTY SHERIFFS OFFICE	30.00

WASTE PRO -ASHEVILLE	105.82
MATTHEW WECHTEL	400.00
WEX BANK	5,961.61
SHEILA WHITTINGTON	11.70
WNC COMMUNITIES	2,000.00
CINDY WOLFF	24.30
JUDITH WOODY	133.65
ZINK OUTDOOR POWER EQUIP	419.93
ZUMA COFFEE	334.71
Grand Total:	1,004,083.83

Presented to the Madison County Board of Commissioners.

Kary Ledford  
Deputy Finance Officer