

The Madison County Board of Commissioners met in special session on Tuesday, November 24, 2020 at 5:30 p.m. at the North Carolina Cooperative Extension-Madison County Center located at 258 Carolina Lane, Marshall, North Carolina.

In attendance were Chairman Craig Goforth, Vice-Chairman Mark Snelson, Commissioner and Interim County Manager Norris Gentry, Commissioners Matt Wechtel and Wayne Brigman, County Attorney Donny Laws, Clerk Mandy Bradley.

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

**Item 1: Health Department Updates**

**a. Tar Heel Basement Systems Contract**

Commissioner Gentry presented and discussed with the Board, the proposed Tar Heel Basement Systems contract for work to be done at the Health Department. Discussion was had by the Board and council was provided by County Attorney Donny Laws.

Upon motion by Commissioner Wechtel and second by Commissioner Gentry, the Board voted unanimously to accept the proposal. (Attachment 1.1)

**b. Renovation Project**

Commissioner Gentry discussed information regarding the proposed renovation project at the Health Department. He noted that the architects are working on plans for the space and discussed funds that the Health Department currently has available for the project. Commissioner Gentry noted that a portion of the funding would still need to be obtained and discussion was had by the Board regarding obtaining funding in the future for this project as well as the Courthouse with council being provided by County Attorney Donny Laws.

Upon motion by Commissioner Gentry and second by Commissioner Brigman, the Board voted unanimously to proceed with the next step to have the architects proceed with concept planning to take to the Board of Health for approval. Discussion was had by the Board.

**Item 2: Economic Development**

**a. Consideration of Award of Funding for Broadband Installation**

Terry Bellamy, Community and Economic Development Director presented a power point presentation to the Board as well as answered questions from Board members and discussed the proposed broadband installation to be provided by French Broad Electric Membership Corporation who placed a bid in response to a previously issued Request For Proposal in the amount of \$50,000.00. Ms. Bellamy discussed the proposed Resolution and Agreement between French Broad Electric Membership Corporation and the County as well as the specifics of the bid and the services that would be provided by French Broad Electric. Also discussed by Ms. Bellamy was the request for consideration of the creation a broadband fund to be made up of unspent Economic Development Funds.

Discussion was had by the Board with council being provided by County Attorney Donny Laws regarding modifications that would need to be made to the agreement before approved by the Board.

Upon motion by Vice-Chairman Snelson and second by Commissioner Gentry, the Board voted unanimously to approve the \$50,000.00 for French Broad Electric with modifications made by the attorney.

Further discussion was had by the Board with council being provided by County Attorney Donny Laws regarding the creation of the broadband fund with Commissioner Gentry investigating the matter and reporting back to the Board at a later date. (Attachment 2.1)

**b. Madison County Manufacturing Art Park**

Ms. Bellamy presented to the Board, a power point presentation and discussed the Art Park installation and Agreement for 2020 as well as answered questions from members. She noted that the Art Park Committee has agreed to do the commissioned project with recommendation of Stefan Bonitz and that this project will be the third installation for the park.

Upon motion by Commissioner Wechtel with second by Commissioner Snelson, the Board voted unanimously to honor the commitment as previously committed.

Ms. Bellamy also requested to have Bucchi to be honored next year to issue a Request for Proposal.

Upon motion by Commissioner Gentry and second by Commissioner Brigman, the Board voted unanimously to approve. (Attachment 2.2)

**c. Project Gemini, Item 3: Property, Item 4: Personnel**

Upon motion by Commissioner Gentry and second by Commissioner Brigman, the Board voted unanimously to enter into closed session for Economic Development, Property, and Personnel pursuant to NCGS 143.318.11 (a)(6) and 143-318.11 (a)(4).

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

Upon motion by Commissioner Gentry and second by Commissioner Brigman, the Board voted unanimously to hire Daniel Metcalf as Transportation Authority Director.

Upon motion by Vice-Chairman Snelson and second by Chairman Goforth, the Board voted unanimously to move Daniel Brown from Solid Waste Substitute to Convenience Center Attendant and employ Ray Ponder as Solid Waste Substitute.

Upon motion by Commissioner Gentry and second by Commissioner Wechtel, the Board voted unanimously to approve moving forward with the process of adopting the Madison County Economic Incentives as previously submitted.

**Item 5: Adjournment**

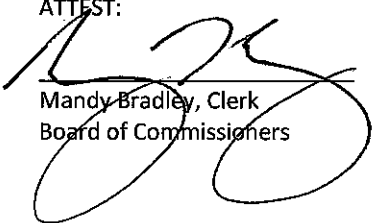
Upon motion by Commissioner Gentry and second by Vice-Chairman Snelson, the Board voted unanimously to adjourn.

This the 24th day of November, 2020.

MADISON COUNTY

  
Craig Goforth, Chairman  
Board of Commissioners

ATTEST:

  
Mandy Bradley, Clerk  
Board of Commissioners

Contract

Attachment 1.1

# TARHEEL® BASEMENT SYSTEMS

2910 Griffith Rd.  
Winston-Salem, NC 27103

540 Pylon Drive  
Raleigh, NC 27606

1-877-963-9464 | www.tarheelbasementsystems.com

FAX: 336-464-9775 License# 79336

Customer Danny Allen		Date: 09/22/2020
Address: 493 Medical Park Drive Marshall NC 28753		
Project Location: 493 Medical Park Drive Marshall NC 28753		
Phone (Work or Home) (828) 649-3766	Phone (Mobile / Other)	E-Mail: dallen@madisoncountync.gov



Proposed Products	Quantity	Price
Basement Dehumidifier w/o Duct Kit	1.0	
BasementGutter (LnFt)	38.0	
SafeDri UltraPro Triple	1.0	
CrawlSeal 20mil Liner (SqFt)	1605.0	
Crawlspace Dehumidifier	1.0	
Site Work	1.0	
Condensate Pump	1.0	
Interior PVC Discharge (LnFt)	35.0	
SafeDri ProPlus w/ Backup	1.0	
WallSeal Basement Wall System (LnFt)	38.0	
<b>Subtotal:</b>		<b>\$21,117.75</b>

This Contract, along with the Terms and Conditions, the Warranties, the Notice of Cancellation, and Payment Terms form the Agreement (the "Agreement") between the Customer and JES Tar Heel, LLC d/b/a Tar Heel Basement Systems (the "Contractor").

**Total Contract Price \$19,005.98**

- Homeowner assumes responsibility for damages to hidden or unmarked utility lines.
- A full perimeter drainage system with Sump pump was recommended.
- Stabilization is warranted. JES can attempt to lift at owner's request.
- Customer is aware of warranty and all addendums.
- Customer is aware of and understands the depth clause.

Acceptance of Contract - The above prices, specifications, conditions, and separate warranty are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above or in accordance with the attached addendum.

Customer:  

Date: ~~09/22/2020~~ 11.24.20

Contractor Representative: 

Date: 09/22/2020



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Winston-Salem, NC 27103

540 Pylon Drive  
Raleigh, NC 27606

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Supplemental Notes: Tar Heel Basement Systems, LLC to:

### Product Specifications

#### Basement Gutter (LnFt)

Install Basement Gutter as indicated on job drawing. This includes removing concrete as needed, drilling weep holes as necessary in the interior cores of the CMU's (if applicable), installation of our non-clogging waterproofing drainage system, clean drainage rock and replacement of concrete. Customer understands the concrete will not be an exact match due to aging and different mixes of concrete. Customer is responsible for removing and replacing finished walls unless otherwise specified in this contract. Customer will remove all personal items at least 4 feet away from the work area. CrawlSeal wall system is highly recommended to direct any water seepage from the walls into the drainage system. If CrawlSeal is not installed on the walls up to the height of the outside grade, THBS cannot be held responsible in the event that water pushes through the walls and bypasses the drainage system. THBS highly recommends that all basement gutter systems be installed with a SafeDri triple sump pump system.

#### SafeDri UltraPro Triple

Install Triple pump system with twin liner, 1/3 hp cast iron primary AC pump, 1/2 hp cast iron AC back-up pump, and battery back-up pumping system with charging/control box with alarm, and 120 amp sealed maintenance free battery. Includes three pump stands, airtight lid with airtight floor drain, and water alarm system. Will require installation of two (2) dedicated outlet at CUSTOMER'S EXPENSE unless otherwise specified in this contract. Customer is responsible for any electrical sub panel or panel upgrade if required. Unless otherwise noted on this contract, 15' of buried discharge is included with the sump pump. Any additional discharge will be an additional cost.

#### CrawlSeal 20mil Liner (SqFt)

Install CrawlSeal 20 mil crawlspace vapor barrier. The CrawlSeal encapsulation system comes with a class A fire rating and is installed in the area shown. A termite inspection gap will be left at the top of the foundation wall. A light grade of the crawlspace will be included. All debris is to be removed and hauled away. All crawlspace foundation vents and penetrations are to be sealed from inside the crawlspace. A full perimeter drainage system with sump pump(s) is recommended. The crawlspace vapor barrier comes with a 25-year transferable warranty. See separate warranty for details.

#### Crawlspace Dehumidifier

## Product Specifications

Moisture & humidity control to help prevent damage to your home's woodwork. Inhibits mold and mildew growth. Large capacity water removal. Dehumidifier comes with a 5-year warranty from the install date. Will require installation of a dedicated outlet at CUSTOMER'S EXPENSE unless otherwise specified in this contract. Customer is responsible for any electrical sub panel or panel upgrade if required. See separate warranty for details.

### Condensate Pump

Install a condensate pump with the dehumidifier to expel water from the foundation or to pump water from the dehumidifier to the sump pump system.



### Interior PVC Discharge (LnFt)

PVC pipe, 1 1/2" diameter that will run from the sump system to the exterior foundation wall.

### WallSeal Basement Wall System (LnFt)


Install CrawlSeal Wall on basement walls designated in contract to help prevent water vapor & moisture intrusion as well as direct wall leakage to the waterproofing system. CrawlSeal Wall alone is not a waterproofing product, walls or window wells & other protrusions require a waterproofing system to remedy the problem of leaking water. The crawlseal wall system has a 25 year warranty against rips and tears and lifetime warranty against water intrusion when combined with basement gutter and runs up the entire wall.

X  
Customer Signature(s):

Date: 09/22/2020 11.24.20

Contractor Representative:



Date: 09/22/2020

# Terms and Conditions

- Services.** Tar Heel Basement Systems, LLC, license no. 79336, are specialty Class A contractors licensed in building, masonry, concrete, commercial and home improvement. The Contract for the services requested by Customer (the "Work") is based primarily upon Customer's description of the project and/or the related problem(s) and is intended to remediate that problem(s). Contractor assumes existing construction generally complies with the relevant building codes. Start dates and completion deadlines for the Work are approximate and may be affected by events beyond Contractor's control, such as weather, permitting issues, access to the property, etc. Any delay caused by events beyond the control of Contractor shall not constitute abandonment and shall not be included in calculating timeframes for payment and performance. Contractor reserves the right to amend the scope of work and/or to modify the location of products in order to best suit actual site conditions. Any deviation from the specifications set forth in the Contract that result in additional costs, including but not limited to unforeseen site conditions, unusual building construction, and/or special requirements from the county/city/agency, will become an extra charge over and above the contract price set forth in the Contract. The Work will be completed in a workmanlike manner according to the standard practices of the industry, and Contractor will comply with local permitting, inspection, and zoning requirements.
- Acceptance of Contract.** By signing below, Customer acknowledges that he/she understands and accepts all Terms and Conditions and Warranties, and desires to enter into a contract with Contractor for the completion of the Work. Customer's signature below authorizes Contractor to perform the Work as specified in the Contract. The Contract may be withdrawn by Contractor if it is not accepted within one hundred twenty (120) days from the date of delivery.
- Compensation.** Customer agrees to pay Contractor compensation as set forth in the Contract. Payment must be made in full upon completion of the Work. Failure by Customer to make payments when due shall constitute a breach of the Agreement.
- Insurance.** Contractor represents and warrants that it maintains insurance as set forth in the Contractor's Certificate of Liability Insurance, which can be made available upon request.
- Dispute Resolution.** Any claim, dispute or other matter in question arising out of or related to this Agreement, other than non-payment by the Customer, shall be subject to mediation as a condition precedent to binding dispute resolution. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the jurisdiction where the Work occurred, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the parties do not resolve a dispute through mediation pursuant to this paragraph, the method of binding dispute resolution shall be litigation in the circuit court of Virginia Beach, Virginia, as set forth in paragraph 6 below.

If payment in full is not made when due, Contractor is entitled to proceed with litigation and may recover all expenses of collection, including attorney's fees, court costs, court reporter fees, and expert witness fees, in such amount as the court may adjudge reasonable. Contractor is also entitled to recover interest on the unpaid amount from the date due until paid at the statutory rate of interest.

- Consent to Jurisdiction.** Customer and Contractor each consent to the jurisdiction of the Virginia Beach Circuit Court in the Commonwealth of Virginia in connection with any action, suit, or other proceeding arising out of or relating to this Agreement.
- Waiver of Trial by Jury.** To the extent permitted by law, the parties waive trial by jury of any action arising out of or relating to this Agreement.
- Customer's Responsibilities.**
  - Cosmetic Repairs.** Unless specifically noted in the Contract, Contractor is not responsible for any cosmetic repairs. Rather, Customer is responsible for any finished carpentry, painting, repointing, electrical work, extending discharge lines, replacement of floor tiles, carpeting, paneling, etc. that may be necessary after Contractor has completed the Work, unless such repairs are specifically identified in the Contract. When trenching or excavation is required, Contractor will backfill and compact soil to the best of its ability; however, Customer may need to add more topsoil at a later date if the excavated area settles. Customer is also responsible for any landscaping, reseeding, and sodding that may be necessary after Contractor has completed the Work.
  - Utilities.** Contractor will call the appropriate utility protection service or damage prevention authority (i.e., 811 or "Miss Utility") to have all public underground utilities located. If Customer lives at a rural address, public lines will only be located to the pole or Customer's property line. Customer is responsible for marking any private lines such as satellite dish cables, propane lines, sprinkler system lines, etc. Customer assumes all responsibility for damage caused to hidden, buried, or unmarked fuel/utility/service/private lines. Unless otherwise noted, electrical work is not included in this Agreement and problems with electrical connections are the responsibility of the Customer.
  - Water Seepage.** Customer agrees to maintain positive drainage away from any wall(s) repaired by wall anchors, foundation piers, and/or carbon fiber strips/reinforcers. In the event of a wall anchor installation, a Water Management System is recommended to reduce hydrostatic pressure (which increases at greater depths) on the wall(s) and reduce the chance of water seepage into the basement. Water seepage into any area of the basement is NOT covered by the attached Warranties.
- Notice and Contractor's Right to Cure.** Customer shall promptly report, in writing, any problems with the Work to Contractor. If the problem with the Work is attributable to Contractor, Contractor will begin to repair/correct the problem within fourteen (14) days of receipt of written notice and shall complete the repair/correction in a reasonable time.
- Assignment.** This Agreement will be binding upon the parties hereto and their respective successors and assigns.
- Miscellaneous.** Contractor reserves the right to substitute a product with an equivalent or superior product. This Agreement constitutes the entire agreement of the parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Agreement shall not be modified except in writing signed by both parties. The validity, performance, and construction of this Agreement shall be governed and interpreted in accordance with the laws of the Commonwealth of Virginia. If any term, condition, or provision of this Agreement is found unenforceable by a court of law or equity, this Agreement shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Agreement. Customer is notified of the existence of the following:
  - Virginia Contractor Transaction Recovery Fund. For more information, contact DPOR at (804) 367-1559 or [RecoveryFund@dpoc.virginia.gov](mailto:RecoveryFund@dpoc.virginia.gov).
  - North Carolina Homeowners' Recovery Fund. For more information, contact NCLBGC at (919) 420-7991 or go to [http://www.nclbgc.org/rec\\_fr.html](http://www.nclbgc.org/rec_fr.html).
  - Department of Consumer and Regulatory Affairs. For more information, contact DCRA at (202) 442-4400, or visit <https://dcra.de.gov/node/551312>.
- Signatures.** This Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. This Agreement may be executed by facsimile or electronic signature pages which shall have the same force and effect as original executed signature pages.

## BUYER'S RIGHT TO CANCEL

If this Agreement was solicited at or near your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you signed this Agreement. The notice must be mailed to: Tar Heel Basement Systems, LLC at 2910 Griffith Rd. Winston-Salem, NC 27103. If you cancel, the seller may not keep any of your cash down payment. See the Notice of Cancellation form, attached as Exhibit C, for further explanation of this right.

IN WITNESS WHEREOF, Customer and Contractor have caused their duly authorized representatives to execute this Agreement as of the date first written above.

Customer

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

Name: Danny Allen

JBS Construction, LLC d/b/a  
JBS Foundation Repair

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

Name: Myron Hall

Its: \_\_\_\_\_

## Warranties

These Warranties are in effect only after the Work is completed and Customer has paid in full. If payment is not received, these Warranties are null and void. These Warranties are made in lieu of all other warranties, express or implied, and of all other obligations on the part of Contractor to Customer. There are no other oral or written warranties. There are no warranties which extend beyond the descriptions that appear below, including no warranties of express or implied merchantability and no warranties of express of implied fitness for a particular purpose. These Warranties are transferable to future owners of the structure on which the Work is completed. Contractor does not warrant products not mentioned herein. Some products may be covered by a separate manufacturer's warranty. Contractor reserves the right to substitute a product with an equivalent or superior product.

1. **Definitions.** The term "stabilize," as used in these Warranties, shall mean to make unlikely to give way or fail. The term "horizontal movement," as used in these Warranties shall mean bowing. The term "vertical movement," as used in these Warranties shall mean settlement.
2. **Wall Support Systems.** Contractor hereby warrants that wall support systems, including wall anchors, carbon fiber strips, and steel I-beam systems, will stop further inward horizontal movement of the wall(s) in the areas where they are installed for the lifetime of the structure from the date of installation. Wall support systems are warranted only to stabilize repaired walls(s), not straighten. Walls that do not have wall support systems installed by Contractor entirely from corner to corner are not warranted. Contractor recommends annual maintenance for wall support systems. The cost of maintenance is not included in this contract, but maintenance is available from Contractor at an additional charge. For Carbon Fiber Strips, contractor does not warrant against: (1) any tipping or leaning at the top of the wall(s) repaired; (2) shearing or sliding at the bottom of the wall(s) repaired. In the rare instance that the repaired wall(s) experience leaning or shearing, steel brackets or other methods can be installed by Contractor at an additional charge.
3. **Foundation Push Piers and Foundation Helical Piers.** Contractor warrants that the foundation push piers and foundation helical piers will stabilize the affected area(s) against further vertical movement for the lifetime of the structure from the date of installation. Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's foundation. Foundation push piers and foundation helical piers are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.

Depth Clause: Total depth per pier included in price = 30' Additional price per foot beyond depth clause = \$28/ft

4. **Steel Columns/Adjustable Screw Jacks/IntelliJack Support.** Contractor warrants that the IntelliJacks will stabilize the affected area(s) against further vertical movement for a period of two (2) years from the date of installation. This two (2) year warranty against further vertical movement is separate and apart from the manufacturer's warranty of twenty-five (25) years on the product(s). Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's framing. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for wood repair (i.e., joist sistering, beam replacement, sill plate repair, cracking/movement in hardwood flooring or tiles) incidental to changes in environmental conditions and/or changes in the building envelope conditions, unless specifically noted in this Agreement. Contractor warrants carpentry work for a period of one (1) year. Steel columns/adjustable screw jacks are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
5. **Slab Piers.** Contractor warrants that the slab piers will stabilize the affected area(s) against further vertical movement for a period of ten (10) years from the date of installation. Contractor DOES NOT WARRANT TO LIFT the slab back to its original position.
6. **Water Management.** Contractor warrants that if water from the walls or floor wall joint passes through the perimeter of the water management system and into the basement floor, Contractor will provide the additional labor and materials to fix the leak at no additional charge to the Customer. This warranty applies to water management systems along the specific areas where the system is installed. This warranty will be in effect for the lifetime of the structure and may be transferred to future homeowners provided Contractor is notified within thirty (30) days of the real estate transfer. Annual maintenance is strongly recommended for all water management systems, but is not required for the warranty to be in effect. The water management system shall not rust, rot, or corrode for the life of the structure. If the entire perimeter of the basement was not treated, then additional work at an additional charge may be necessary to extend the system or treat other areas or other problems not addressed by this Work. In addition, a pump or power failure is possible; therefore, this warranty is not a guarantee of a dry basement. This warranty shall not apply to condensation, or any system that has been altered in any way, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys or garages, wall dampness, or efflorescence (white powder) on concrete, masonry or bricks. Contractor is not responsible for frozen discharge lines or water once it is pumped from the house. Installation of a water management system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Floor cracks are warranted against leakage only with full perimeter water management systems. Primary AC operated sump pumps and DC back-up pumps may be covered under a separate manufacturer's warranty. Systems that drain to daylight cannot be warranted by Contractor if such system does not drain enough water, does not drain water from under the floor, clogs, or freezes. While drainage systems clogging or malfunctioning from iron ochre, iron get, or iron bacteria from the soil are rare, Contractor cannot be responsible for these situations, or for a system that requires cleaning, flushing, or other service as necessary to keep it functioning.

7. **Crawl Space Encapsulation.** A crawl space encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture; however, the encapsulation system does not claim to be a mold mitigation system and a dehumidification/air purification system is highly recommended to further reduce mold growth. CrawlSeal has a transferable twenty-five (25) year warranty— there will be no charge for service calls on any tears or holes in the CrawlSeal liner (not caused by abuse or misuse), in the unlikely event this occurs. Wet crawl spaces require a drainage system and a sump pump system to remedy any problems with water below the liner. There will be no charge for Contractor to repair tears or holes in the crawl space encapsulation liner, unless Contractor determines that the tear/hole was caused by abuse or misuse. Sump pumps and crawl space encapsulation systems may be covered under a separate manufacturer's warranty. Installation of a crawl space encapsulation system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Contractor is not responsible for frozen discharge lines, water once it is pumped from the house, or condensation. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for the repair of pre-existing wood damage unless specifically noted in this Agreement.

8. **PolyRenewal and Expanding Polyurethane Structural Foam.** Contractor represents that expanding polyurethane structural foam will fill voids, but will not necessarily lift Customer's slab to meet any criteria of levelness. Contractor recommends sealing all cracks and joints, and Contractor can do so for an additional charge. Contractor warrants that the area where the slab of concrete was stabilized will not settle more than ¼ inch for a period of five (5) years from the date of installation. If it does, Contractor will provide the labor and materials to re-inject the area at no additional charge to Customer. This Warranty does not include patching or caulking between slabs. Customer is aware that the concrete may not be perfectly level or may not lift at all. Contractor guarantees stabilization, NOT LIFT. Any personal items in the work area are to be removed by the Customer prior to the arrival of the Contractor's crew. This warranty is void if Customer does not maintain grade around slabs and seal joints between slabs.

9. **Exclusions. THIS WARRANTY DOES NOT COVER, AND CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR:** (1) exterior waterproofing; (2) system damage caused by Customer's negligence, misuse, abuse, or alteration; (3) dust incidental to installation; (4) changes to wood framing system; (5) damage to personal property of any type; (6) unmarked utility line breakage; (7) damage caused by unforeseen conditions such as mold, asbestos, or lead based paint; (8) failure or delay in performance or damage caused by acts of God (flood, fire, storm, earthquake, methane gas, etc.), acts of civil or military authority, or any other cause outside of its control; (9) damage done during a lifting operation; (10) basement water seepage, unless a full perimeter drainage system has been installed; (11) heave or any damage caused by it; and (12) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments.



**NOTICE OF CANCELLATION**

**Pursuant to North Carolina General Statute § 25A-40**

Date of Transaction: 09/22/2020

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, and payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to JES Tar Heel, LLC at 2910 Griffith Rd. Winston-Salem, NC 27103, not later than midnight of \_\_\_\_\_ (date)

I hereby cancel this transaction.

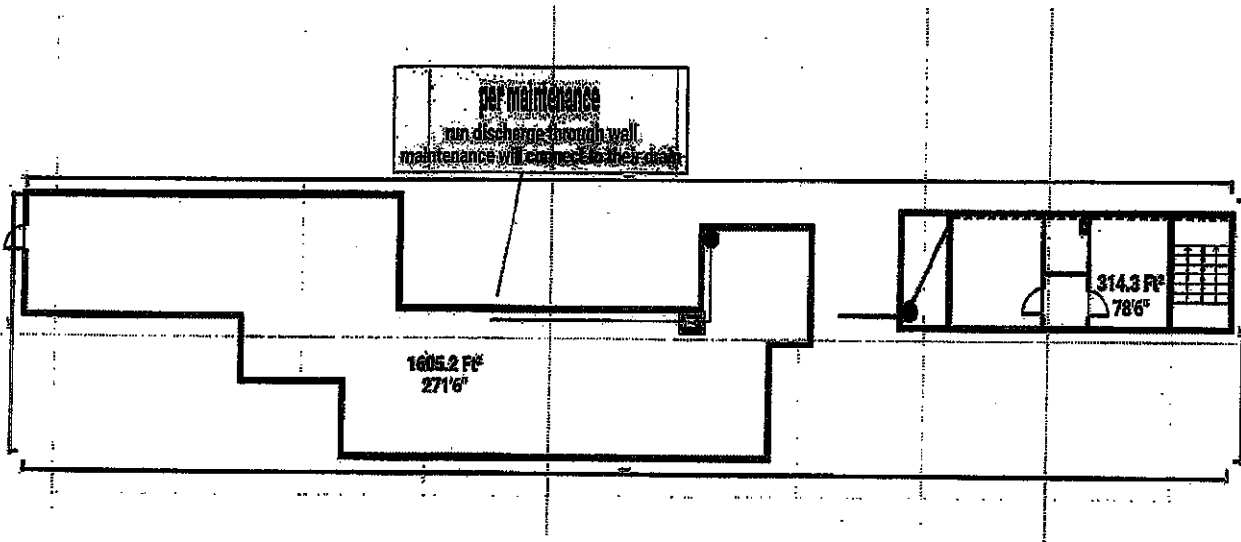
\_\_\_\_\_  
(date)

\_\_\_\_\_  
(Buyer's Signature)

The customer understands the cancellation terms. If after three (3) business days the transaction has not been canceled, then the deposit will be non-refundable.

Initial \_\_\_\_\_

DRAWING





2910 Griffith Rd.  
Winston-Salem, NC 27103

540 Pylon Drive  
Raleigh, NC 27606

1-877-963-9464 | www.tarheelbasementsystems.com

### PAYMENT TERMS

We propose hereby to complete the services indicated in this contract for the sum of:

Contract Amount:	\$19,005.98
Deposit:	\$4,751.49
Due upon Completion:	\$14,254.48

Is the project financed? YES \_\_\_\_\_ NO \_\_\_\_\_ (Financing must be set up at the time of the signed contract.)

Approval/Account # \_\_\_\_\_

\_\_\_\_ (initial) - Customer must be present on final day of install and final walk-through is to be performed with the job foreman.

\_\_\_\_ (initial) - Balance to be paid in full to foreman on last day of install. (Unless financed)

X Customer/Client Signature(s):

Date: ~~09/22/2020~~ 11.24.20

Contractor Representative:

Date: 09/22/2020

**CONTRACT ADDENDUM  
FOR CONTRACTS WITH ANY DEPARTMENT OF  
MADISON COUNTY GOVERNMENT**

CONTRACTOR: Tar Heel Basement Systems  
COUNTY DEPARTMENT: Health Department  
SUBJECT OF CONTRACT: Basement Mitigation  
DATE/TERM OF CONTRACT: November 24, 2020

**Notwithstanding any provision contained in the above-referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:**

**Non-appropriation clause.** Contractor acknowledges that Madison County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Madison County's obligation under this contract, then this contract shall automatically expire without penalty to Madison County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Madison County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Madison County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Madison County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Madison County upon written notice to Contractor of such limitation or change in Madison County's legal authority.

**Dispute Resolution/Jurisdiction/Venue.** Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Madison County.

**No pledge of taxing authority.** No deficiency judgment may be rendered against Madison County or any agency of Madison County in any action for breach of a contractual obligation under this contract. The taxing power of the Madison County is not pledged directly or indirectly to secure any monies due under this contract.

**No waiver of governmental immunity; Violation of law.** Except for waiver of governmental immunity resulting from the execution of a valid contract, Madison County makes no other

waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Madison County.

**Conflict of interest.** If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Madison County and third parties regarding the subject matter of this Contract or Agreement.

**Compliance with E-Verify requirements.** The Contractor and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires certain employers to verify the work authorization of each newly hired employee through the Federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

For the CONTRACTOR: \_\_\_\_\_

Title: \_\_\_\_\_

X For MADISON COUNTY *S. D. G.* \_\_\_\_\_

Title: *Chair, Board of Commissioners*

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

By: *Kay Leaford*  
Madison County Finance Officer

STATE OF NORTH CAROLINA )

FRENCH BROAD ELECTRIC MEMBERSHIP CORPORATION AGREEMENT

COUNTY OF MADISON )

**THIS AGREEMENT** (hereinafter "Agreement") made this the 24TH day of NOVEMBER 2020, by and between MADISON COUNTY, a Body Politic and Corporate of the State of North Carolina (hereinafter "County") and FRENCH BROAD ELECTRIC MEMBERSHIP CORPORATION AGREEMENT (hereinafter "Corporation").

**RECITALS**

**WHEREAS**, the County's Economic Development plan maintains that Madison County will continue efforts that foster the expansion of reliable and affordable high-speed internet throughout Madison County through local financial support of grant opportunities and partnerships with private providers and other government entities; and

**WHEREAS**, the County continue is committed to reducing the digital divide within Madison County and supportive of increasing the economic development opportunities for existing businesses and future businesses with the community; and

**WHEREAS**, the Corporation has recently received a grant from the Appalachian Regional Commission's POWER Grant program to provide broadband services to Madison County; and

**WHEREAS**, the Corporation is committed to increasing services to businesses, residents, schools and community centers within the northern parts of Madison County, specifically the Big Laurel Community;

**NOW THEREFORE**, in consideration of the mutual covenants and considerations set forth herein below, the parties hereto do hereby agree as follows:

**AGREEMENT**

**Article 1 - Grant award:**

The County will distribute \$50,000 to the Corporation to support the expansion of broadband access in Northern Madison County, North Carolina, specifically the Big Laurel Community.

**Article 2 - Installation Specifications:**

A. The proposed fiber network will be a distributed tap architecture utilizing all ADSS cables. 39 miles of mainline ADSS cable will be constructed along existing 3-phase routes. 81 miles of secondary ADSS cable will be constructed along all other existing electrical lines. 2, 4 and 8 port tap devices will be placed and spliced according to customer density and service drop lines. Tap devices have varying insertion and drop loss values which are accounted for using our existing fiber design software.

B. At the home or business French Broad Electric Membership Corporation will place a junction box outside, run a patch cable to a wall outlet on the inside and then run another patch cable to the ONT. We will use the Calix 844 GigaCenter (844G) ONT as the subscriber router/modem all in one unit. The 844G has four ethernet ports, two POTs ports and carrier grade 2.4 and 5 GHz Wifi networks to deliver services to the user. French Broad Electric Membership Corporation can also provide the Calix 804 Mesh to subscribers for optimal Wifi coverage.  
French Broad

C. Electric Membership Corporation will advertise 25/25 Mbps and 1/1 Gbps to their subscribers but provision our ONTs with either 27/27 Mbps or 1.1/1.1 Gbps service to account for overhead

D. During year one, Install all switching, routing, transport and power equipment. Construct two thirds of all mainline fiber cable. (80 miles) Splice and test two thirds of all splice locations. Construct and splice two thirds of all service nodes (Tap devices). (~300 devices) Install and activate roughly 400 new services to subscribers.

E. During year Two, Construct the remaining third of all mainline fiber cable. (40 miles) Splice and test remaining third of all splice locations. Construct and splice the remaining third of all service nodes (Tap devices). (~150 devices) Install and activate roughly 350 new services to subscribers.

F. During year Three, Install and activate roughly 60 new services to subscribers.

G. Corporation shall fully comply with all obligations and specifications set forth in Attachments A, B, and C appended to this Agreement.

**Article 3 - Taxes:**


Any state or federal sales, use or excise taxes, or similar charges relating to the services and materials under this Agreement shall be paid by French Broad Electric Membership Corporation in a timely fashion. The County shall report payments made to French Broad Electric Membership Corporation to the Internal Revenue Department in a 1099 statement.

Funds from the County will be used in accordance with the terms and conditions of the FRENCH BROAD ELECTRIC MEMBERSHIP CORPORATION Agreement.

Once the project agreements have been met, the French Broad Electric Membership Corporation's leadership will submit a written report indicating how the funds were used and the impact they have made on or before June 30, 2023. The reports should be submitted:

Terry Bellamy, Community and Economic Development Department Director  
Madison County  
107 Elizabeth Lane  
Marshall, NC 28753

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

MADISON COUNTY, North Carolina  
By:   
Name: Craig Goforth  
Title: Madison County Commission, Chairman  
Date: 11.24.20

FRENCH BROAD ELECTRIC MEMBERSHIP CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MADISON COUNTY RESOLUTION**

**RESOLUTION APPROVING A \$50,000 GRANT TO THE FRENCH BROAD ELECTRIC MEMBERSHIP CORPORATION FOR THE EXPANSION OF BROADBAND SERVICES IN NORTHERN MADISON COUNTY, NORTH CAROLINA.**

**WHEREAS**, the County's Economic Development plan maintains that Madison County will continue efforts that foster the expansion of reliable and affordable high-speed internet throughout Madison County through local financial support of grant opportunities and partnerships with private providers and other government entities; and

**WHEREAS**, the County continue is committed to reducing the digital divide within Madison County and supportive of increasing the economic development opportunities for existing businesses and future businesses with the community; and

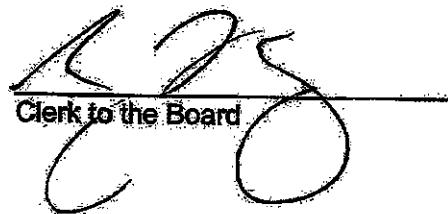
**WHEREAS**, the Corporation has recently received a grant from the Appalachian Regional Commission's POWER Grant program to provide broadband services to Madison County; and

**WHEREAS**, the Corporation is committed to increasing services to businesses, residents, schools and community centers within the Northern parts of Madison County, specifically the Big Laurel Community;

**NOW THEREFORE BE IT RESOLVED BY THE MADISON COUNTY COMMISSIONERS**, approve providing \$50,000 to the French Broad Electric Membership Corporation for the expansion of Broadband Services in Northern Madison County, North Carolina.

READ, APPROVED, AND ADOPTED this the 24<sup>th</sup> day of November, 2020.

  
Chairman  
Madison County Commission

  
Clerk to the Board



STATE OF NORTH CAROLINA

MADISON COUNTY MANUFACTURING  
ART PARK

COUNTY OF MADISON

AGREEMENT

**THIS AGREEMENT** is made and entered into this the \_\_\_\_ day of NOVEMBER, 2020 by and between **MADISON COUNTY**, a body politic, (hereinafter referred to as "County"); and **STEFAN BONITZ**, (hereinafter referred to as "Artist");

**WITNESSETH:**

**THAT WHEREAS** the County is the administrator of a grant heretofore received by the County which provides for the creation of a piece of sculpture, for the purposes of this Agreement named "\_\_\_\_\_" (hereinafter referred to as "sculpture") and pursuant to the terms of said grant, the County has received proposals for the creation of the sculpture and the artist has been chosen for the creation of the sculpture and this Agreement is made for the purposes of memorializing the terms between the County and the artist for the creation of the sculpture.

**WHEREAS**, the Artist is a professional artist whose work and qualifications make the Artist uniquely qualified to create the Sculpture;

**WHEREAS**, the Artist was selected based upon the Artist's work and qualifications; and

**NOW THEREFORE** the parties hereto agree as follows:

**Article 1: Sculpture.** The artist shall create the sculpture per the renderings and designs set forth in the proposal, a copy of which is attached hereto as Exhibit "One" and incorporated in full herein. The design may be modified upon the mutual written agreement of the County and artist.

**Article 2: Compensation.** The County shall pay to the artist the total sum of \$9,500.00 for the creation of the sculpture. Said amount to be payable in four (4) equal installments, with the first payment of \$2,375.00 being due and payable on the execution of this Agreement, second upon completion of the \_\_\_\_\_, third upon completion of the base, and a final payment being due and payable in the amount of \$2,375.00 upon completion and delivery of the sculpture as set forth herein. The completed sculpture shall be delivered by the artist to the County for placement at the Madison Manufacturing Art Park no later than July 1, 2021. Furthermore, the artist shall include the mounting for the sculpture, including, without limitation, the bolt pattern and concrete base, if required.

**Article 3: Fabrication Stage.**

- A. The Artist shall fabricate [and install] the Sculpture in substantial conformity with the Design. The Artist may not deviate from the approved design without written approval of the County.
- B. The application of protective or anti-graffiti coatings.

- C. The County shall have the right to review the Sculpture at reasonable times during the fabrication thereof upon reasonable notice.
- D. If the County, upon review of the Sculpture, determines that the Sculpture does not conform to the Design or Revised Design, the County reserves the right to notify the Artist in writing of the deficiencies and that the County intends to withhold the next budget installment.
- E. The Artist will promptly cure the County's objections and will notify the County in writing of completion of the cure. The County shall promptly review the Sculpture, and upon approval shall release the next budget installment. If the Artist disputes the County's determination that the Sculpture does not conform, the Artist shall promptly submit reasons in writing to the County within [ ] days of the County's prior notification to the contrary. The County shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether the Artist has complied with the terms of this Agreement shall remain with the County.
- F. The County shall inspect the Sculpture within [ ] days after receiving notification pursuant to paragraph (f), prior to installation, to determine that the Sculpture conforms to the Design and to give final approval of the Sculpture. The County shall not unreasonably withhold final approval of the fabricated Sculpture. In the event that the County does withhold final approval, the County shall submit the reasons for such disapproval in writing within [ ] days of examining the fabricated Sculpture. The Artist shall then have [ ] days from the date of the County's notice of the disapproval to make the necessary adjustments to the fabricated Sculpture in accordance with such writing. The Artist shall not be penalized for any delay in the delivery and installation of the Sculpture to the Site unless the Artist has willfully and substantially deviated from the Design without the prior approval of the County. The Artist shall then be held responsible for any expenses incurred in correcting such deviation.
- G. The Artist will coordinate closely with the County to ascertain that the Site is prepared to receive the Sculpture. Artist must notify County of any adverse conditions at the Site that would effect or impede the installation of the Sculpture. The Artist is responsible for timely installation of the Sculpture. The Artist will confer and coordinate with the County to ensure timely coordination with the County's construction team. Artist may not install the Sculpture until authorized to do so by the County.
- H. Upon installation of the Sculpture, the Artist shall provide the County with written instructions for the appropriate maintenance and preservation of the Sculpture along with product data sheets for any material or finish used. The Sculpture must be durable, taking into consideration that the Site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Artist must ensure that all maintenance requirements will be reasonable in terms of time and expense. The County or its designee is responsible for the proper care and maintenance of the Sculpture.

#### **Article 4: Taxes**

Any state or federal sales, use or excise taxes, or similar charges relating to the services and materials under this Agreement shall be paid by the Artist in a timely fashion. The County shall report payments made to the Artist annually to the Internal Revenue Department in a 1099 statement.

### **Article 5: Risk of Loss**

The Artist shall bear the risk of loss or damage to the Sculpture until the County's final acceptance of the Sculpture under Section 1.8(b). The Artist shall take such measures as are reasonably necessary to protect the Sculpture from loss or damage. The County shall bear the risk of loss or damage to the Sculpture prior to final acceptance only if, during such time, the partially or wholly completed Sculpture is in the custody, control or supervision of the County or its agent(s) for the purposes of transporting, storing, installing or performing other services to the Sculpture.

### **Article 6: Warranties of Title**

The Artist represents and warrants that:

- A. The Sculpture is solely the result of the artistic effort of the Artist;
- B. Except as otherwise disclosed in writing to the County, the Sculpture is unique and original and does not infringe upon any copyright or the rights of any person;
- C. The Sculpture (or duplicate thereof) has not been accepted for sale elsewhere;
- D. the Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Sculpture or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;
- E. The Sculpture is free and clear of any liens from any source whatsoever.
- F. All Sculpture created or performed by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others, shall be wholly original with the Artist and shall not infringe upon or violates the rights of any third party.
- G. The Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement.
- H. All services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, etc. and with all necessary care, skill, and diligence.
- I. These representations and warranties shall survive the termination or other extinction of this Agreement.

### **Article 7: Artist as an Independent Contractor**

The Artist agrees to perform all Sculpture under this Agreement as an independent contractor and not as an agent or employee of the County. The Artist acknowledges and agrees that the Artist shall not hold himself or herself out as an authorized agent of the Contract with the power to bind in any manner. The Artist shall provide the County with the Artist's Tax Identification Number and any proof of such number as requested by the County.

### **Article 8: Failure to Complete**

If the Artist defaults [for cause other than death or incapacitation], the Artist shall return to the County all funds provided by the County in excess of expenses already incurred. The Artist shall provide an accounting. All finished and unfinished drawings, sketches, photographs and other Sculpture products prepared and submitted or prepared for submission by the Artist under this Agreement shall be retained by the Artist. [The County [shall] retain the right to have the Sculpture completed, fabricated, executed, delivered and installed.]

### **Article 9: Credit for Creation**

The County or its designee shall be the owner of the sculpture and the County or its designee agrees to provide credits to the artist for the creation of the sculpture.

**Article 10: Entire Agreement**

This Agreement, including the exhibits, comprises all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between the Parties prior to the execution of this Agreement shall affect or modify any of the terms or obligations.

This the 24<sup>th</sup> day of NOVEMBER, 2020.

MADISON COUNTY

By: [Signature] (SEAL)  
~~Norris Gentry, Interim County Manager~~  
Craig Goforth, Chairman Board of Commissioners  
State of North Carolina  
County of Madison

By: \_\_\_\_\_ (SEAL)  
Stefan Bonitz, Artist  
State of \_\_\_\_\_  
County of \_\_\_\_\_

I Marla B Gouge  
Notary Public of said State and County, do  
Hereby certify that  
Craig Goforth  
The (principal) personally appeared before  
me this day, and/or (I) I have personal  
knowledge of the identity of the principal,  
and/or (ii) I have seen satisfactory evidence  
of the principal's identity, by current State  
or Federal identification with the principal's  
photograph, and such principal  
Acknowledged to me that he or she  
voluntarily signed the foregoing going for  
the purpose therein and in the capacity  
indicated.

I \_\_\_\_\_  
Notary Public of said State and County, do  
Hereby certify that  
\_\_\_\_\_  
The (principal) personally appeared before  
me this day, and/or (I) I have personal  
knowledge of the identity of the principal,  
and/or (ii) I have seen satisfactory evidence  
of the principal's identity, by current State  
or Federal identification with the principal's  
photograph, and such principal  
Acknowledged to me that he or she  
voluntarily signed the foregoing going for  
the purpose therein and in the capacity  
indicated.

Marla B Gouge  
Notary Public Signature

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

Marla B Gouge  
Notary Printed or Typed Name

\_\_\_\_\_  
Notary Printed or Typed Name

Witness my hand and official seal or stamp,  
This 24<sup>th</sup> day of ~~DECEMBER~~, 2020.  
November 2020

Witness my hand and official seal or stamp,  
This \_\_\_\_\_ day of DECEMBER, 2020.

My Commission expires on  
Dec 11 2021

My Commission expires on \_\_\_\_\_

MARLA B GOUGE  
Notary Public  
North Carolina  
Madison County

**MADISON COUNTY RESOLUTION**

**RESOLUTION APPROVING 2020 MADISON COUNTY MANUFACTURING ART PARK  
ARTIST.**

**WHEREAS**, Madison County's received a grant from the Community Foundation of Western North Carolina to develop a Madison County Manufacturing Art Park; and

**WHEREAS**, Madison County Manufacturing Art Park was developed to provide public art that honored Madison County's manufacturing and industrial heritage and growing artist community; and

**WHEREAS**, the Madison County Economic Development Advisory Board is recommending that local artist and sculpture, Stefan Bonitz, be awarded the contract to create the 2020 Madison County Manufacturing Art Park Sculpture;

**NOW THEREFORE BE IT RESOLVED BY THE MADISON COUNTY COMMISSIONERS**, approve providing the 2020 Madison County Manufacturing Art Park Sculpture contract to Mr. Stefan Bonitz, for a contract of \$9,500.

**READ, APPROVED, AND ADOPTED** this the 24<sup>th</sup> day of November, 2020.

  
\_\_\_\_\_  
Chairman  
Madison County Commission

**ATTEST:**

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