

The Madison County Board of Commissioners met in special session on Tuesday, January 28, 2025, at 6:00 p.m. at the Admin Conference Room, 140 Elizabeth Lane, Marshall, North Carolina.

In attendance were Chairman Matt Wechtel, Vice-Chairman Jeremy Hensley, Commissioner Michael Garrison, Commissioner Bill Briggs, County Manager Rod Honeycutt, and Clerk Mandy Bradley. Commissioner Alan Wyatt joined the meeting at 6:20 p.m. County Attorney Donny Laws was not in attendance.

Chairman Wechtel called the meeting to order at 6:00 p.m.

Item 1: Terri Moser et. al v. Madison County, File Number 24 CVS 322

Upon motion by Chairman Wechtel and second by Vice-Chairman Hensley, the Board voted unanimously to enter into closed session pursuant to N.C.G.S. 143-318.11(a)(3) at 6:01 p.m.

Upon motion by Commissioner Garrison and second by Vice-Chairman Hensley, the Board voted unanimously to return to open session at 6:15 p.m.

Item 2: State Legislative Changes Impacting Revisions to County Land Use Ordinance

Planning and Zoning Administrator Tom Herdelin discussed changes enacted by the North Carolina General Assembly through the adoption of SB 382 regarding down-zoning and County ordinances including proposed changes to the County's Land Use Ordinance and Ridge Top Protection Ordinance.

Commissioner Alan Wyatt joined the meeting at 6:20 p.m.

Counsel was provided by John Noor, County Planning and Zoning Attorney regarding SB 382. Discussion was had by the Board and Mr. Herdelin, who also answered questions from members of the Board with additional counsel being provided by Attorney Noor.

Item 3: Private Property Debris Removal Interlocal Agreement

County Manager Rod Honeycutt presented and discussed a proposed Interlocal Agreement with the County and Towns of Hot Springs and Mars Hill for removal of private property debris as a result of the Hurricane Helene event. Discussion was had by the Board, County Manager Honeycutt, and Clerk Mandy Bradley.

Upon motion by Commissioner Garrison and second by Commissioner Wyatt, with discussion being had by the Board, the Board voted unanimously to enter into the interlocal agreement for private property debris removal for the Towns of Hot Springs and Mars Hill. (Attachment 3.1)

Item 4: Waterway Debris Removal Interlocal Agreement

County Manager Honeycutt presented and discussed a proposed Interlocal Agreement with the County and Towns of Hot Springs and Marshall for removal of waterway debris as a result of the Hurricane Helene event. Discussion was had by the Board and County Manager Honeycutt.

Upon motion by Commissioner Garrison and second by Commissioner Wyatt, the Board voted unanimously to enter into the interlocal agreement with Hot Springs and Marshall to begin waterway debris removal.

Additional discussion was had by the Board and County Manager Honeycutt. (Attachment 4.1)

Item 5: Outside Entity Grant Policy

County Manager Honeycutt presented and discussed the proposed outside entity grant policy with the Board noting that it would allow for the County to assist with managing grants that improve County property.

Discussion was had by the Board and County Manager Honeycutt regarding potential grant matching requirements and the requested inclusion in the language contained in the policy to exclude the County from such responsibility with Manager Honeycutt noting that such language could be included by the County Attorney.

Upon motion by Vice-Chairman Hensley and second by Commissioner Garrison, the Board voted unanimously to adopt the policy with any modification necessary included in the grant language from the attorney. (Attachment 5.1)

Item 6: Property Leases for County Owned Property

County Manager Honeycutt discussed property leases held by outside entities for County owned property and presented information regarding proposed leases for community centers at the Spring Creek School, Walnut School, and Ebbs Chapel School as well as requirements for consideration of execution of the leases.

Discussion was had by the Board, County Manager Honeycutt, and Clerk Bradley.

Item 7: FY26 Prebudget and Revenue Impact Discussion

County Manager Honeycutt discussed the upcoming budget cycle with the Board.

Finance Officer Kary Ledford discussed comparisons of the budget during the past five (5) years and expenditures including those incurred from the Hurricane Helene event and the effects to the budget.

Discussion was had by the Board, County Manager Honeycutt, and Ms. Ledford regarding budgetary information including expenses, revenues, employee compensation, departmental revenue adjustments, financial impacts, and donation funds collected by the County in response to Hurricane Helene.

Item 8: Public Service Complex Funding Strategy

County Manager Honeycutt discussed the funding strategy for the new public service complex which includes the judicial center. Information included requests on behalf of the County to Legislators, potential allocations and sources for funding, and path moving forward.

Discussion was had by the Board and County Manager Honeycutt.


Item 9: Adjournment

Upon motion by Commissioner Garrison and second by Commissioner Wyatt, the Board voted unanimously to adjourn at 7:38 p.m.

This the 28th day of January 2025.

ATTEST:


Mandy Bradley, Clerk


MADISON COUNTY
Matt Wechtel, Chairman
Board of Commissioners

**Hurricane Helene/Private Property Disaster Debris Removal
Interlocal Agreement**

This Agreement, made and entered into this the 28 day of January, 2025, by and between Madison County ("County"), a political subdivision organized and existing pursuant to the laws of the State of North Carolina, and Town of Hot Springs and the Town of Mars Hill (each being "Municipality and, collectively, "Municipalities"), a municipal corporation organized and existing pursuant to the laws of the State of North Carolina.

RECITALS

It is hereby determined and declared by the parties that:

- A. The President of the United States and the Governor of the State of North Carolina have declared Madison County a natural disaster area due to the weather event of Hurricane Helene that arrived in Madison County on September 27, 2024, making Madison County and the municipalities within Madison County eligible for Federal and/or state disaster relief, including funds for the cleanup of debris.
- B. Disaster debris cleanup is a critical component of disaster recovery process.
- C. Debris cleanup on a county-wide basis requires a coordinated effort between the Municipalities, the County, State and federal agencies, and private contractors in order to ensure resources are applied where the need is most critical and to ensure the public health, safety, and welfare is protected.
- D. The disaster debris cleanup effort will require prioritizing areas for immediate cleanup.
- E. During this natural disaster, decisions regarding debris cleanup are best coordinated and implemented by the County.
- F. In order to achieve the orderly and efficient cleanup of debris, it is appropriate that the County coordinate the County wide disaster debris collection effort through the County's contractors, and private property debris cleanup efforts within the Municipalities be conducted under the County's contracts for disaster cleanup.
- G. The County is negotiating contracts that include the cleanup activity for private property debris for residents within each of the Municipalities as well as unincorporated areas of Madison County, and intends to enter into contracts with debris management companies ("Contractors") for debris cleanup and hauling services and debris monitoring services following this natural disaster ("Contracts"), and each of the Municipalities executing this Agreement desire the County to utilize the Contracts through this Agreement for debris cleanup within each of their respective jurisdictions and authorize debris removal from individuals

residing within the town limits. Contracts will be secured with Southern Disaster Recovery LLC for debris removal and hauling services and Debris Tech for debris monitoring services under NCEM prepositioned disaster debris removal and monitoring contracts for Region 13 19-IFB-015120-DAD debris hauling and 19-IFB-015121-DAD debris monitoring. Items to be contracted include: trees/limbs/stumps (stumps contingent upon State permitting approval), vegetative debris, and construction and demolition material from private property for private property debris removal only.

H. The County and Municipalities are authorized to enter into this Agreement pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, and desire to do so for the reasons stated above.

NOW THEREFORE, in consideration of the terms, conditions, and covenants expressed herein, the parties agree as follows:

1. County, upon entering into and activation of the Contracts, shall coordinate the collection of disaster related debris cleanup and monitoring pursuant of the terms and conditions of the Contracts.
2. Such cleanup shall include cleanup with each of the undersigned Municipalities pursuant to the terms and conditions of the Contracts.
3. Pursuant to this Agreement, each of the undersigned Municipalities shall:
 - a. Identify personnel to coordinate with County and the Contractors private property debris removal activity within each Municipality's jurisdiction.
 - b. Provide County access and the authority to coordinate debris removal and monitoring services located on private property for individuals residing within their respective city-maintained roads.
 - c. Cooperate in good faith with County, all the Municipalities and Contractors in the disaster recovery and cleanup process.
4. Pursuant to the Agreement, the County shall:
 - a. Coordinate debris cleanup, including prioritization of cleanup activities for private property debris removal following a natural disaster, pursuant to the terms and conditions of the contract.

b. Respond in a good faith effort to specific requests for assistance from each resident located with each Municipality.

c. Maintain the Contracts in good standing unless cancelled pursuant to the terms and conditions of the Contracts, and, in the event that the Contracts are terminated or modified, immediately notify the Municipalities of such termination or modification.

5. All terms and conditions of the Contracts entered into between the County and the Contractors shall apply equally to cleanup work performed by the Contractors within each Municipality's jurisdiction.

6. This Agreement shall be in effect for the same term as the Contracts, and shall renew under the same terms and conditions as the Contracts.

7. The County and each Municipality may terminate this Agreement with respect to such Municipality in whole or in part in writing provided that no termination may be effected until the other parties hereto are given at least thirty (30) days prior written notice of intent to terminate.

8. This Agreement may be modified only by the prior written approval of all the parties hereto.

9. Any notice, acceptance, request, or approval from any party to the other parties shall be in writing and shall be deemed to have been received when either has deposited same in the United States Postal Service or personally delivered with signed proof of delivery.

10. Each party agrees to indemnify and hold harmless the other party for any claims of damage, loss, injury, or any other legal, judicial, or administrative claims arising out of or resulting from this Agreement and any work performed pursuant to the Contracts. All indemnifications and immunities from liability incorporated within the Contracts shall apply to this Agreement and are hereby incorporated by reference.

11. If any provisions of this Agreement are held, for any reason, to be unconstitutional, unenforceable, invalid, or illegal in any respect, such decision shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be necessary and appropriate, take such actions as are necessary to correct any such provisions.

12. This instrument contains the entire agreement between the parties, and cancels and supersedes all prior negotiations, representations, understandings, or agreements, either written or oral, between the parties with respect to the subject matter hereof.

13. This Agreement is governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

TOWN OF HOT SPRINGS

COUNTY OF MADISON

Abigail Norton
Mayor

[Signature]
Chairman

ATTEST:

ATTEST:

Nancy Thomas
Clerk to the Council

[Signature]
Clerk to the Board

Date: 1-17-2025

Date: January 28, 2025

TOWN OF MARS HILL

Mayor

ATTEST:

Date: _____

Clerk to the Council

**Hurricane Helene/Private Property Disaster Debris Removal
Interlocal Agreement**

This Agreement, made and entered into this the 22 day of January 2025, by and between Madison County ("County"), a political subdivision organized and existing pursuant to the laws of the State of North Carolina, and Town of Hot Springs and the Town of Mars Hill (each being "Municipality and, collectively, "Municipalities"), a municipal corporation organized and existing pursuant to the laws of the State of North Carolina.

RECITALS

It is hereby determined and declared by the parties that:

- A. The President of the United States and the Governor of the State of North Carolina have declared Madison County a natural disaster area due to the weather event of Hurricane Helene that arrived in Madison County on September 27, 2024, making Madison County and the municipalities within Madison County eligible for Federal and/or state disaster relief, including funds for the cleanup of debris.
- B. Disaster debris cleanup is a critical component of disaster recovery process.
- C. Debris cleanup on a county-wide basis requires a coordinated effort between the Municipalities, the County, State and federal agencies, and private contractors in order to ensure resources are applied where the need is most critical and to ensure the public health, safety, and welfare is protected.
- D. The disaster debris cleanup effort will require prioritizing areas for immediate cleanup.
- E. During this natural disaster, decisions regarding debris cleanup are best coordinated and implemented by the County.
- F. In order to achieve the orderly and efficient cleanup of debris, it is appropriate that the County coordinate the County wide disaster debris collection effort through the County's contractors, and private property debris cleanup efforts within the Municipalities be conducted under the County's contracts for disaster cleanup.
- G. The County is negotiating contracts that include the cleanup activity for private property debris for residents within each of the Municipalities as well as unincorporated areas of Madison County, and intends to enter into contracts with debris management companies ("Contractors") for debris cleanup and hauling services and debris monitoring services following this natural disaster ("Contracts"), and each of the Municipalities executing this Agreement desire the County to utilize the Contracts through this Agreement for debris cleanup within each of their respective jurisdictions and authorize debris removal from individuals

residing within the town limits. Contracts will be secured with Southern Disaster Recovery LLC for debris removal and hauling services and Debris Tech for debris monitoring services under NCEM prepositioned disaster debris removal and monitoring contracts for Region 13 19-IFB-015120-DAD debris hauling and 19-IFB-015121-DAD debris monitoring. Items to be contracted include: trees/limbs/stumps (stumps contingent upon State permitting approval), vegetative debris, and construction and demolition material from private property for private property debris removal only.

H. The County and Municipalities are authorized to enter into this Agreement pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, and desire to do so for the reasons stated above.

NOW THEREFORE, in consideration of the terms, conditions, and covenants expressed herein, the parties agree as follows:

1. County, upon entering into and activation of the Contracts, shall coordinate the collection of disaster related debris cleanup and monitoring pursuant of the terms and conditions of the Contracts.
2. Such cleanup shall include cleanup with each of the undersigned Municipalities pursuant to the terms and conditions of the Contracts.
3. Pursuant to this Agreement, each of the undersigned Municipalities shall:
 - a. Identify personnel to coordinate with County and the Contractors private property debris removal activity within each Municipality's jurisdiction.
 - b. Provide County access and the authority to coordinate debris removal and monitoring services located on private property for individuals residing within their respective city-maintained roads.
 - c. Cooperate in good faith with County, all the Municipalities and Contractors in the disaster recovery and cleanup process.
4. Pursuant to the Agreement, the County shall:
 - a. Coordinate debris cleanup, including prioritization of cleanup activities for private property debris removal following a natural disaster, pursuant to the terms and conditions of the contract.

- b. Respond in a good faith effort to specific requests for assistance from each resident located within each Municipality.
 - c. Maintain the Contracts in good standing unless cancelled pursuant to the terms and conditions of the Contracts, and, in the event that the Contracts are terminated or modified, immediately notify the Municipalities of such termination or modification.
5. All terms and conditions of the Contracts entered into between the County and the Contractors shall apply equally to cleanup work performed by the Contractors within each Municipality's jurisdiction.
6. This Agreement shall be in effect for the same term as the Contracts, and shall renew under the same terms and conditions as the Contracts.
7. The County and each Municipality may terminate this Agreement with respect to such Municipality in whole or in part in writing provided that no termination may be effected until the other parties hereto are given at least thirty (30) days prior written notice of intent to terminate.
8. This Agreement may be modified only by the prior written approval of all the parties hereto.
9. Any notice, acceptance, request, or approval from any party to the other parties shall be in writing and shall be deemed to have been received when either has deposited same in the United States Postal Service or personally delivered with signed proof of delivery.
10. Each party agrees to indemnify and hold harmless the other party for any claims of damage, loss, injury, or any other legal, judicial, or administrative claims arising out of or resulting from this Agreement and any work performed pursuant to the Contracts. All indemnifications and immunities from liability incorporated within the Contracts shall apply to this Agreement and are hereby incorporated by reference.
11. If any provisions of this Agreement are held, for any reason, to be unconstitutional, unenforceable, invalid, or illegal in any respect, such decision shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be necessary and appropriate, take such actions as are necessary to correct any such provisions.
12. This instrument contains the entire agreement between the parties, and cancels and supersedes all prior negotiations, representations, understandings, or agreements, either written or oral, between the parties with respect to the subject matter hereof.

13. This Agreement is governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

TOWN OF HOT SPRINGS

COUNTY OF MADISON

Mayor

[Signature]

Chairman

ATTEST:

ATTEST:

Clerk to the Council

[Signature]

Clerk to the Board

Date: _____

Date: *January 28, 2025*

TOWN OF MARS HILL

[Signature]

Mayor

ATTEST:

Date: *1-22-2025*

[Signature]

Clerk to the Council



**Hurricane Helene/Waterway Disaster Debris Removal
Interlocal Agreement**

This Agreement, made and entered into this the 28 day of January 2025, by and between Madison County ("County"), a political subdivision organized and existing pursuant to the laws of the State of North Carolina, and Town of Hot Springs and the Town of Marshall (each being "Municipality and, collectively, "Municipalities"), a municipal corporation organized and existing pursuant to the laws of the State of North Carolina.

RECITALS

It is hereby determined and declared by the parties that:

- A. The President of the United States and the Governor of the State of North Carolina have declared Madison County a natural disaster area due to the weather event of Hurricane Helene that arrived in Madison County on September 27, 2024, making Madison County and the municipalities within Madison County eligible for Federal and/or state disaster relief, including funds for the cleanup of debris.
- B. Disaster debris cleanup is a critical component of disaster recovery process.
- C. Debris cleanup on a county-wide basis requires a coordinated effort between the Municipalities, the County, State and federal agencies, and private contractors in order to ensure resources are applied where the need is most critical and to ensure the public health, safety, and welfare is protected.
- D. The disaster debris cleanup effort will require prioritizing areas for immediate cleanup.
- E. During this natural disaster, decisions regarding debris cleanup are best coordinated and implemented by the County.
- F. In order to achieve the orderly and efficient cleanup of debris, it is appropriate that the County coordinate the County wide disaster debris collection effort through the County's contractors, and private property debris cleanup efforts within the Municipalities be conducted under the County's contracts for disaster cleanup.
- G. The County is negotiating contracts that include the cleanup activity for waterways within each of the Municipalities as well as unincorporated areas of Madison County, and intends to enter into contracts with debris management companies ("Contractors") for debris cleanup and hauling services and debris monitoring services following this natural disaster ("Contracts"), and each of the Municipalities executing this Agreement desire the County to utilize the Contracts through this Agreement for debris cleanup within each of their respective jurisdictions and authorize debris removal from waterways located within the town

limits. Contracts will be secured with Southern Disaster Recovery LLC for debris removal and hauling services and Debris Tech for debris monitoring services under NCEM prepositioned disaster debris removal and monitoring contracts for Region 13 19-IFB-015120-DAD debris hauling and 19-IFB-015121-DAD debris monitoring. Items to be contracted include: trees/limbs/stumps (stumps contingent upon State permitting approval), vegetative debris, and any additional qualifying waterway debris as determined by the Federal Emergency Management Agency.

H. The County and Municipalities are authorized to enter into this Agreement pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, and desire to do so for the reasons stated above.

NOW THEREFORE, in consideration of the terms, conditions, and covenants expressed herein, the parties agree as follows:

1. County, upon entering into and activation of the Contracts, shall coordinate the collection of disaster related debris cleanup and monitoring pursuant of the terms and conditions of the Contracts.
2. Such cleanup shall include cleanup with each of the undersigned Municipalities pursuant to the terms and conditions of the Contracts.
3. Pursuant to this Agreement, each of the undersigned Municipalities shall:
 - a. Identify personnel to coordinate with County and the Contractors waterway debris removal activity within each Municipality's jurisdiction.
 - b. Provide County access and the authority to coordinate debris removal and monitoring services located within the municipalities.
 - c. Cooperate in good faith with County, all the Municipalities and Contractors in the disaster recovery and cleanup process.
4. Pursuant to the Agreement, the County shall:
 - a. Coordinate debris cleanup, including prioritization of cleanup activities for waterway debris removal following a natural disaster, pursuant to the terms and conditions of the contract.
 - b. Respond in a good faith effort to specific requests for assistance from each Municipality.

c. Maintain the Contracts in good standing unless cancelled pursuant to the terms and conditions of the Contracts, and, in the event that the Contracts are terminated or modified, immediately notify the Municipalities of such termination or modification.

5. All terms and conditions of the Contracts entered into between the County and the Contractors shall apply equally to cleanup work performed by the Contractors within each Municipality's jurisdiction.

6. This Agreement shall be in effect for the same term as the Contracts, and shall renew under the same terms and conditions as the Contracts.

7. The County and each Municipality may terminate this Agreement with respect to such Municipality in whole or in part in writing provided that no termination may be effected until the other parties hereto are given at least thirty (30) days prior written notice of intent to terminate.

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10. Each party agrees to indemnify and hold harmless the other party for any claims of damage, loss, injury, or any other legal, judicial, or administrative claims arising out of or resulting from this Agreement and any work performed pursuant to the Contracts. All indemnifications and immunities from liability incorporated within the Contracts shall apply to this Agreement and are hereby incorporated by reference.

11. If any provisions of this Agreement are held, for any reason, to be unconstitutional, unenforceable, invalid, or illegal in any respect, such decision shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be necessary and appropriate, take such actions as are necessary to correct any such provisions.

12. This instrument contains the entire agreement between the parties, and cancels and supersedes all prior negotiations, representations, understandings, or agreements, either written or oral, between the parties with respect to the subject matter hereof.

13. This Agreement is governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

TOWN OF HOT SPRINGS

COUNTY OF MADISON

Abigail Norton
Mayor

[Signature]
Chairman

ATTEST:

ATTEST:

Nancy Thomas
Clerk to the Council

[Signature]
Clerk to the Board

Date: 1-17-2025

Date: January 28, 2025

TOWN OF MARSHALL

Mayor

ATTEST:

Date: _____

Clerk to the Council

**Hurricane Helene/Waterway Disaster Debris Removal
Interlocal Agreement**

This Agreement, made and entered into this the 27th day of January 2025, by and between Madison County ("County"), a political subdivision organized and existing pursuant to the laws of the State of North Carolina, and Town of Hot Springs and the Town of Marshall (each being "Municipality and, collectively, "Municipalities"), a municipal corporation organized and existing pursuant to the laws of the State of North Carolina.

RECITALS

It is hereby determined and declared by the parties that:

- A. The President of the United States and the Governor of the State of North Carolina have declared Madison County a natural disaster area due to the weather event of Hurricane Helene that arrived in Madison County on September 27, 2024, making Madison County and the municipalities within Madison County eligible for Federal and/or state disaster relief, including funds for the cleanup of debris.
- B. Disaster debris cleanup is a critical component of disaster recovery process.
- C. Debris cleanup on a county-wide basis requires a coordinated effort between the Municipalities, the County, State and federal agencies, and private contractors in order to ensure resources are applied where the need is most critical and to ensure the public health, safety, and welfare is protected.
- D. The disaster debris cleanup effort will require prioritizing areas for immediate cleanup.
- E. During this natural disaster, decisions regarding debris cleanup are best coordinated and implemented by the County.
- F. In order to achieve the orderly and efficient cleanup of debris, it is appropriate that the County coordinate the County wide disaster debris collection effort through the County's contractors, and private property debris cleanup efforts within the Municipalities be conducted under the County's contracts for disaster cleanup.
- G. The County is negotiating contracts that include the cleanup activity for waterways within each of the Municipalities as well as unincorporated areas of Madison County, and intends to enter into contracts with debris management companies ("Contractors") for debris cleanup and hauling services and debris monitoring services following this natural disaster ("Contracts"), and each of the Municipalities executing this Agreement desire the County to utilize the Contracts through this Agreement for debris cleanup within each of their respective jurisdictions and authorize debris removal from waterways located within the town

limits. Contracts will be secured with Southern Disaster Recovery LLC for debris removal and hauling services and Debris Tech for debris monitoring services under NCEM prepositioned disaster debris removal and monitoring contracts for Region 13 19-IFB-015120-DAD debris hauling and 19-IFB-015121-DAD debris monitoring. Items to be contracted include: trees/limbs/stumps (stumps contingent upon State permitting approval), vegetative debris, and any additional qualifying waterway debris as determined by the Federal Emergency Management Agency.

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NOW THEREFORE, in consideration of the terms, conditions, and covenants expressed herein, the parties agree as follows:

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2. Such cleanup shall include cleanup with each of the undersigned Municipalities pursuant to the terms and conditions of the Contracts.
3. Pursuant to this Agreement, each of the undersigned Municipalities shall:
 - a. Identify personnel to coordinate with County and the Contractors waterway debris removal activity within each Municipality's jurisdiction.
 - b. Provide County access and the authority to coordinate debris removal and monitoring services located within the municipalities.
 - c. Cooperate in good faith with County, all the Municipalities and Contractors in the disaster recovery and cleanup process.
4. Pursuant to the Agreement, the County shall:
 - a. Coordinate debris cleanup, including prioritization of cleanup activities for waterway debris removal following a natural disaster, pursuant to the terms and conditions of the contract.
 - b. Respond in a good faith effort to specific requests for assistance from each Municipality.

c. Maintain the Contracts in good standing unless cancelled pursuant to the terms and conditions of the Contracts, and, in the event that the Contracts are terminated or modified, immediately notify the Municipalities of such termination or modification.

5. All terms and conditions of the Contracts entered into between the County and the Contractors shall apply equally to cleanup work performed by the Contractors within each Municipality's jurisdiction.

6. This Agreement shall be in effect for the same term as the Contracts, and shall renew under the same terms and conditions as the Contracts.

7. The County and each Municipality may terminate this Agreement with respect to such Municipality in whole or in part in writing provided that no termination may be effected until the other parties hereto are given at least thirty (30) days prior written notice of intent to terminate.

8. This Agreement may be modified only by the prior written approval of all the parties hereto.

9. Any notice, acceptance, request, or approval from any party to the other parties shall be in writing and shall be deemed to have been received when either has deposited same in the United States Postal Service or personally delivered with signed proof of delivery.

10. Each party agrees to indemnify and hold harmless the other party for any claims of damage, loss, injury, or any other legal, judicial, or administrative claims arising out of or resulting from this Agreement and any work performed pursuant to the Contracts. All indemnifications and immunities from liability incorporated within the Contracts shall apply to this Agreement and are hereby incorporated by reference.

11. If any provisions of this Agreement are held, for any reason, to be unconstitutional, unenforceable, invalid, or illegal in any respect, such decision shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be necessary and appropriate, take such actions as are necessary to correct any such provisions.

12. This instrument contains the entire agreement between the parties, and cancels and supersedes all prior negotiations, representations, understandings, or agreements, either written or oral, between the parties with respect to the subject matter hereof.

13. This Agreement is governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

TOWN OF HOT SPRINGS

COUNTY OF MADISON

Mayor

[Signature]
Chairman

ATTEST:

ATTEST:

Clerk to the Council

[Signature]
Clerk to the Board

Date: _____

Date: *January 28, 2025*

TOWN OF MARSHALL

[Signature]
Mayor

ATTEST:

[Signature]
Clerk to the Council

Date: *1/27/2025*

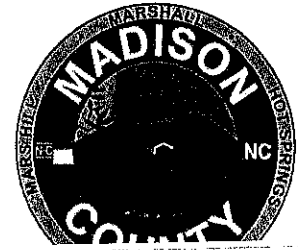
Policy: Outside Entity Grant Development, Approval, and Management

Department: Finance

Revision: 013025

Authorized Signature: _____

Approval Date: 1/28/25



Attachment 5.1

Purpose:

To establish guidelines for grant development, approval, and management with entities outside of Madison County Government that lease Madison County owned property.

Responsibility:

- Please note that all outside entities must write their own grants
 - The Grant Coordinator will assist only when Madison County Government property is affected by the grant
- All outside entities must manage, procure, and track their own grant funds
 - The Grant Coordinator will assist with management, procurement, and tracking only when Madison County Government property is affected by the grant
- All outside entities must complete all financial and narrative reporting required by the Grantor
 - If the Grant Coordinator is assisting with the management, procurement, and tracking of the grant funds, the Grant Coordinator will assist the outside entity with information needed; however, is not responsible for completing any reporting
- For any grant-related inquiries or approvals, outside entities must contact the Grant Coordinator for further guidance at least one month prior to any grantor deadlines.

Procedure:

- 1) If the outside entity is pursuing a grant for additional resources that will not alter Madison County property, the entity shall proceed with the grant application as required by the Grantor.
 - a. If additional paperwork is needed from Madison County, such as a letter of support etc., the outside entity may reach out to the County for additional paperwork supporting the grant application request.
 - i. This request must be made at least a month prior to the application deadline.
 - ii. If Madison County agrees with the grant application, supporting documentation may be provided.
 - iii. If Madison County does not agree with the grant application the County has no obligation to provide any supporting documentation to the outside entity.
- 2) If an outside entity is attempting to gain a capital improvement grant, the outside entity must reach out for Madison County approval prior to formally submitting the grant application to the Grantor.

- a. All capital improvement grants must be written as Madison County being the recipient of all grant funds being requested.
 - i. No grant funds may be co-mingled unless Madison County is the recipient of all the associated grant funds.
 - 1. Grant funds held by the outside entity cannot be intermingled with any funds held by Madison County.
 - ii. Madison County is not obligated to provide matching funds for any projects.
 - 1. The determination to provide matching funds shall be made at the discretion of the County.
 - b. The outside entity must provide the initial grant application, the grant requirements, any supporting paperwork, as well as a maintenance and sustainability plan for the project to Madison County at this time.
 - i. No approvals will be made without all the paperwork being provided.
 - 1. All paperwork submitted to Madison County for grant approval must be provided a minimum of 4 weeks prior to any due dates.
 - c. If the County approves of the application and capital improvements, the outside entity must include the Grant Coordinator as a point of contact on the grant moving forward.
 - i. This includes providing any grant correspondence to the Grant Coordinator.
 - d. If the County does not approve of the application and/or supporting paperwork, the County may decline the application, and the grant may not be pursued by the outside entity.
- 3) If the outside entity is awarded grant funding for any capital improvements to Madison County property, Madison County Personnel will manage, procure, and track grant progress and expenditures according to Federal and State guidelines, as well as Grantor requirements outlined in the provided Grant Agreement.
- a. During this time the Grant Coordinator will work with the outside entity and any associated project managers, contractors, or supporting organizations to ensure all requirements are completed in the time allotted as specified by the Grant Agreement.
 - i. The outside entity will be required to document progress in order to complete any narrative reporting as required by the Grantor.
 - ii. The outside entity will be required to work with the Grant Coordinator to complete any financial reporting as required by the Grantor.
 - 1. All financial reports for capital projects managed by Madison County Personnel on behalf of the outside entity will be provided by the Madison County Finance Department.