

State of North Carolina

Minutes

County of Madison

The Madison County Board of Commissioners met in regular session on Tuesday, January 13, 2026, at 7:00 p.m. at the Madison County Courthouse Temporary Facility located at 232 Carolina Lane, Marshall, North Carolina.

In attendance were Chairman Michael Garrison, Vice-Chairman Jeremy Hensley, Commissioner Matt Wechtel, Commissioner Bill Briggs, Commissioner Alan Wyatt, County Manager Rod Honeycutt, County Attorney Donny Laws, and Clerk Mandy Bradley.

The meeting was called to order by Chairman Garrison at 7:00 p.m. and the Pledge of Allegiance and moment of silence were observed.

**Agenda Item 1: Agenda Approval**

County Manager Rod Honeycutt requested consideration of inclusion of the following:

- Item 5c-Legal Advice for Zoning Matters
- Item 5d-Zenina Farms Inc. vs. County of Madison-Case 25 CVS 106

Upon motion by Vice-Chairman Hensley and second by Commissioner Wyatt, the Board voted unanimously to approve the modified agenda. (Attachment 1.1)

**Agenda Item 2: Consent Agenda**

- a. Tax Refunds and Releases (Attachment 2.1)
- b. Tax Foreclosure Update (Attachment 2.2)
- c. Tax Appeal Present-Use Value- Parcel #4355, #4357 (Attachment 2.3)
- d. Resolution Approving Conveyance of Property to Spring Creek Volunteer Fire Department, Inc. (Attachment 2.4)
- e. North Carolina Department of Adult Correction Probation and Parole Lease (Attachment 2.5)
- f. Madison County Transportation Authority Americans with Disabilities Act Policy (Attachment 2.6)
- g. Resolution Recognizing and Approving of Madison County Official America 250 NC (Attachment 2.7)
- h. Moseley Jail Pod Phase II Renovation Contract (Attachment 2.8)
- i. Approval of December 9, 2025 (Special) Meeting Minutes and December 9, 2025 (Regular) Meeting Minutes

Chairman Garrison read the items contained in the consent agenda into the record.

Upon motion by Commissioner Wyatt and second by Commissioner Wechtel, the Board voted unanimously that the consent agenda will stand approved as it is presented.

**Agenda Item 3: Public Comment**

Mike Tuziw spoke regarding County senior nutrition sites.  
Jimmy Rodgers spoke regarding spending and strategic investing.  
Bryant Lindsey spoke regarding America 250 NC.

Discussion was had. Upon motion by Vice-Chairman Hensley and second by Commissioner Wyatt, the Board voted unanimously to close public comment. (Attachment 3.1)

**Agenda Item 4: Kary Ledford, Finance Officer**

**a. Budget Amendment #6**

Ms. Ledford presented and discussed Budget Amendment #6.

Upon motion by Commissioner Wechtel and second by Commissioner Wyatt, with additional discussion being had by the Board, the Board voted unanimously that we approve Budget Amendment #6. (Attachment 4.1)

**b. Financial Report**

Ms. Ledford presented and discussed the December financial report and answered questions from the Board.

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

## **Agenda Item 5: Rod Honeycutt, County Manager**

### **a. County Manager's Update**

County Manager Rod Honeycutt presented a power point presentation and provided the County Manager's update to the Board with discussion being had.

Information included updates regarding the tax office; upcoming budget cycle; Local Emergency Planning Committee; Public Safety Board meeting; 911 Director's upcoming graduation; Advent Health certificate of need; United States Postal Service engagement; Hot Springs Library construction project with information being provided by Library Director Kim Bellofatto; temporary courthouse facility; Highway 213 water project for the Towns of Marshall and Mars Hill; the County's fairgrounds facility; animal shelter enhancements; emergency management communication tower project; Veteran's Park; transfer station floor refurbishment with information being provided by Solid Waste Director Sam Lunsford; and convenience center upgrades.

### **b. County Board Appointments**

Discussion was had regarding the Agriculture Advisory Board with the following actions being taken on behalf of the Board:

- Upon motion by Commissioner Wechtel and second by Vice-Chairman Hensley, the Board voted unanimously to appoint Danni Speight.
- Upon motion by Commissioner Briggs and second by Commissioner Wyatt, the Board voted unanimously to appoint Maurice McAlister.
- Upon motion by Commissioner Wechtel and second by Vice-Chairman Hensley, with discussion being had, the Board voted unanimously to table the position until we have a suitable applicant.

Discussion was had regarding the Economic Development Advisory Board position vacancy due to resignation. Upon motion by Commissioner Wechtel and second by Commissioner Wyatt, the Board voted unanimously to appoint Tim Arnett for that position.

Discussion was had regarding the Tourism Development Authority with the following actions being taken on behalf of the Board:

- County appointee-Commissioner Wechtel placed a motion on the floor to appoint Alan Wyatt with second being provided by Vice-Chairman Hensley, discussion being had, and Commissioner Wechtel requesting to amend his motion to appoint Alan Wyatt to fill that position and serve as Chair with second being provided by Vice-Chairman Hensley and the Board voting unanimously to approve.
- Town of Mars Hill recommendation-Upon motion by Commissioner Wyatt and second by Vice-Chairman Hensley, the Board voted unanimously that we accept Bill Zink.
- Town of Mars Hill ex-officio Mayor or designee-Upon motion by Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to appoint Jackie Jolley.
- Town of Marshall recommendation-Upon motion by Commissioner Wechtel and second by Vice-Chairman Hensley, the Board voted unanimously for Laura Ponder Smith.
- Town of Marshall ex-officio Mayor or designee-Upon motion by Commissioner Wechtel and second by Commissioner Wyatt, the Board voted unanimously for Mayor Aaron Haynie.
- Town of Hot Springs recommendation-Upon motion by Commissioner Wyatt and second by Commissioner Wechtel, the Board voted unanimously for Pete Dixon.
- Town of Hot Springs ex-officio Mayor or designee-Upon motion by Chairman Garrison and second by Vice-Chairman Hensley, the Board voted unanimously to accept the recommendation for Mayor Abigail Norton.
- Chamber of Commerce recommendation Sarah Beth Larrimore-Upon motion by Commissioner Wyatt and second by Vice-Chairman Hensley, the Board voted unanimously to deny.
- Chamber of Commerce recommendation Rhesa Edwards-Upon motion by Chairman Garrison and second by Commissioner Wyatt, the Board voted 4-1 to deny with Chairman Garrison, Vice-Chairman Hensley, Commissioner Briggs, and Commissioner Wyatt voting in favor and Commissioner Wechtel voting opposed.
- Chamber of Commerce recommendation Tyler Oliver-Upon motion by Vice-Chairman Hensley and second by Commissioner Wyatt, the Board voted unanimously to reject.

Discussion was had regarding the Watershed Board and application received from Billy Anders. Upon motion by Commissioner Wechtel and second by Vice-Chairman Hensley, the Board voted unanimously that we reappoint Mr. Anders.

Discussion was had regarding Boards with Commissioner representation. Upon motion by Commissioner Wechtel and second by Commissioner Wyatt, the Board voted unanimously that we reappoint Connie Harris to serve on the Vaya Health Advisory Board as one of our appointees.

Discussion was had regarding the additional position for the Vaya Health Board designee. Upon motion by Chairman Garrison and second by Vice-Chairman Hensley, the Board voted unanimously to table that one.

Additional discussion was had.

**Agenda Item 5c-Legal Advice for Zoning Matters, Agenda Item 5d-Zenina Farms Inc. vs. County of Madison-Case 25 CVS 106**

At 7:52 p.m., upon motion by Chairman Garrison and second by Vice-Chairman Hensley, the Board voted unanimously to go into closed session for legal according, to consult with a county attorney for NCGS 143-318.11 (a)(3) for the matter of planning and zoning updates and process and also for Zenina Farms, Inc. vs. County of Madison File Number 25 CVS 106.

Upon motion by Vice-Chairman Hensley, and second by Commissioner Wyatt, the Board voted unanimously to come of out closed session at 8:18 p.m.

**Agenda Item 5c-Legal Advice for Zoning Matters (cont.)**

County Planning and Zoning Attorney John Noor provided counsel regarding planning and zoning matters including application for rezoning for property owned by Johnny Moore and processes for consideration as well as the County's zoning districts, allowable uses, and legal allowances.

County Manager Rod Honeycutt discussed cellular towers in the County and negotiations with US Cellular regarding the emergency management communication towers upgrade project.

**Agenda Item 6-Adjournment**

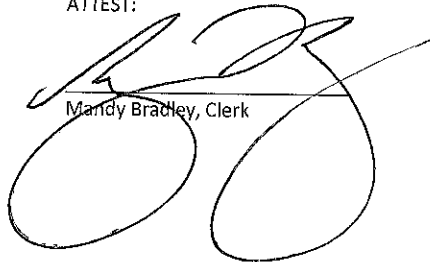
Upon motion by Vice-Chairman Hensley and second by Commissioner Wyatt, the Board voted unanimously to adjourn at 8:44 p.m.

This the 13th day of January 2026.

  
Michael Garrison, Chairman  
Board of Commissioners

MADISON COUNTY

ATTEST:

  
Mandy Bradley, Clerk

Madison County Board of Commissioners  
Agenda  
January 13, 2026

Attachment ~~11~~ 12

7:00 P.M.

Meeting Called To Order  
Pledge of Allegiance  
Moment of Silence

1. Agenda Approval
2. Consent Agenda
  - a. Tax Refunds and Releases
  - b. Tax Foreclosure Update
  - c. Tax Appeal Present-Use Value- Parcel #4355, #4357
  - d. Resolution Approving Conveyance of Property to Spring Creek Volunteer Fire Department, Inc.
  - e. North Carolina Department of Adult Correction Probation and Parole Lease
  - f. Madison County Transportation Authority Americans with Disabilities Act Policy
  - g. Resolution Recognizing and Approving of Madison County Official America 250 NC
  - h. Moseley Jail Pod Phase II Renovation Contract
  - i. Approval of December 9, 2025 (Special) Meeting Minutes and December 9, 2025 (Regular) Meeting Minutes
3. Public Comment
4. Kary Ledford, Finance Officer
  - a. Budget Amendment #6
  - b. Financial Report
5. Rod Honeycutt, County Manager
  - a. County Manager's Update
  - b. County Board Appointments
  - c. Legal Advice for Zoning Matters
  - d. Zenina Farms vs. County of Madison 25 CVS 106
6. Adjournment

Tax Year	Bill Number	Parcel #	Source Type	Adjustment #	Adjustment Reason	Date of Adj.	Refund Recipient Name	Refund Address Line 1	Refund City	Refund State	Refund Zip Code	Jurisdiction	Refund Amount (\$)	Included Negative Refund	MADISON Portion Refund (\$)	SOLID WASTE FEE	Fire District	Fire Refund (\$)
2025	600001500-2025-2025-0000-00	3194	REI	2999	Landfill error	12/02/25 1:08:46 PM	DAVID, ROBERT W	200 KNOX HILL DR RD	MARSHALL	NC	28753	MADISON	180.00	N	0.00	180.00		0.00
2025	600001500-2025-2025-0000-00	311	REI	2997	Landfill error	10/20/25 1:25:18 PM	DAVIS, JERRY LAWRENCE	514 SHEETWATER RD	SPARTANBURG	NC	29753	MADISON	180.00	N	0.00	180.00		0.00
2025	600001500-2025-2025-0000-00	27224	REI	2932	Landfill error	02/25/25 3:31:25 PM	SONN, DAVID D	WOLF MILL BRIDGE RD	MARSHALL	NC	28753	MADISON	204.00	N	0.00	204.00		0.00
2024	600001500-2024-2024-0000-00	15527	REI	2958	Outgoing error	12/02/25 3:37:55 AM	MARY SPENGLER LIVING TRUST	CO DAVID SCHWAB, EXECUTOR 1580 DUNCAN RD	MEMPHIS	TN	38119	MADISON	144.00	N	0.00	144.00		0.00
2024	600001500-2024-2024-0000-00	18027	REI	2958	Outgoing error	12/02/25 3:37:55 AM	MARY SPENGLER LIVING TRUST	CO DAVID SCHWAB, EXECUTOR 1580 DUNCAN RD	KNOXVILLE	TN	37919	MADISON	18.75	N	0.00	0.00	SPRING CREEK ED	18.75
2025	600001500-2025-2025-0000-00	18027	REI	2958	Outgoing error	12/02/25 3:37:55 AM	MARY SPENGLER LIVING TRUST	CO DAVID SCHWAB, EXECUTOR 1580 DUNCAN RD	KNOXVILLE	TN	37919	MADISON	18.75	N	0.00	0.00	SPRING CREEK ED	18.75
2025	600001500-2025-2025-0000-00	18027	REI	2958	Outgoing error	12/02/25 3:37:55 AM	MARY SPENGLER LIVING TRUST	CO DAVID SCHWAB, EXECUTOR 1580 DUNCAN RD	KNOXVILLE	TN	37919	MADISON	18.75	N	0.00	0.00	SPRING CREEK ED	18.75
2025	600001500-2025-2025-0000-00	390	REI	2996	Landfill error	12/28/25 4:11:05 PM	SILVER, JUSTIN D	590 S PALMWOOD RD	MARSHALL	NC	28753	MADISON	28.50	N	0.00	28.50		0.00
2025	600001500-2025-2025-0000-00	1924	REI	2997	Landfill error	12/18/25 12:13:20 PM	WHELFY, GARRY CHRISTOPHER	3040 SPILLCOCK RD	MARSHALL	NC	28753	MADISON	28.50	N	0.00	28.50		0.00
2025	600001500-2025-2025-0000-00	1924	REI	2997	Landfill error	12/18/25 12:13:20 PM	WHELFY, GARRY CHRISTOPHER	3040 SPILLCOCK RD	MARSHALL	NC	28753	MADISON	1.50	N	0.00	0.00	LAUREL ED	1.50
<b>Subtotal</b>													<b>1,149.41</b>		<b>189.07</b>	<b>720.00</b>	<b>39.44</b>	

Authorization \_\_\_\_\_ Date: 1/7/2026

Date run: 1/7/2026 6:54:55 PM  
 Data as of: 1/6/2026 7:07:44 PM

TR-304 Bill Release Report

NCPTS V4

Report Parameters:

Release Date Start: 12/1/2025 Release Date End: 1/1/2026  
 Tax District: ALL  
 Default Sort-By: Bill #, Taxpayer Name, Release Date, Billing Date, Operator ID, Release Amount  
 Grouping: No Grouping

Bill #	Taxpayer Name	Bill Date	Release Reason	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after
0000001124-2025-2025-0000-00-REG	ALBERTSON, ESTHER E	8/22/2025	Landfill error	JESSICA WEST	12/4/2025	581.06	180.00	401.06
0000001714-2025-2025-0000-00-REG	FRANKLIN, CLAUDINE S.	8/22/2025	Acreage change	JESSICA WEST	12/11/2025	2,391.93	52.21	2,339.72
0000003769-2024-2024-0001-00-REG	ADAMS, JERRY RUSSELL	12/4/2024	Landfill error	JESSICA WEST	12/15/2025	540.00	360.00	180.00
0000005487-2025-2025-0000-00-REG	PARIS, CYNTHIA B.	8/22/2025	Landfill error	JESSICA WEST	12/30/2025	1,193.81	360.00	833.81
0000005800-2025-2025-0000-00-REG	ARRINGTON, REUBEN S.	8/22/2025	Landfill error	JESSICA WEST	12/4/2025	1,266.49	180.00	1,086.49
0000007060-2025-2025-0000-00-REG	HUNTER, JONATHAN B.	8/22/2025	Landfill error	JESSICA WEST	12/19/2025	1,157.23	180.00	977.23
0000007065-2025-2025-0000-00-REG	HUNTER, JONATHAN B.	8/22/2025	Landfill error	JESSICA WEST	12/19/2025	751.10	180.00	571.10
0000007083-2025-2025-0000-00-REG	K & C TROUT FARMS	8/22/2025	Landfill error	JESSICA WEST	12/11/2025	1,315.83	180.00	1,135.83
0000007465-2025-2025-0000-00-REG	HENSLEY, JEAN D.	8/22/2025	Landfill error	JESSICA WEST	12/4/2025	2,287.70	360.00	1,927.70
0000010158-2025-2025-0000-00-REG	STANKEVICH, JENNIFER	8/22/2025	Landfill error	JESSICA WEST	12/30/2025	289.47	180.00	109.47
0000010734-2025-2025-0000-00-REG	BECKER, WILLIAM A.	8/22/2025	Landfill error	JESSICA WEST	12/11/2025	1,260.62	180.00	1,080.62
0000011442-2025-2025-0000-00-REG	HENSLEY, RANDY C	8/22/2025	Not in County	JESSICA WEST	12/29/2025	54.00	36.00	18.00
0000012551-2025-2025-0000-00-REG	BECKER, LORI PAGE	8/22/2025	Landfill error	JESSICA WEST	12/11/2025	1,572.19	180.00	1,392.19
0000013835-2025-2025-0000-00-REG	FORKS OF IVY MISSIONARY BAPTIST	8/22/2025	Landfill error	JESSICA WEST	12/4/2025	180.00	180.00	0.00
0000016056-2018-2018-0000-00-REG	INITIAL LOVE JEWELRY & GIFTS	8/15/2018	Business closed	KIMBERLY	12/12/2025	33.00	33.00	0.00
0000016056-2019-2019-0000-00-REG	INITIAL LOVE JEWELRY & GIFTS	9/8/2019	Business closed	KIMBERLY	12/12/2025	34.65	34.65	0.00
0000016056-2020-2020-0000-00-REG	INITIAL LOVE JEWELRY & GIFTS	9/21/2020	Business closed	KIMBERLY	12/12/2025	31.90	31.90	0.00
0000019801-2025-2025-0000-00-REG	MARCY, PAUL	8/22/2025	Landfill error	JESSICA WEST	12/4/2025	310.92	180.00	130.92
0000455065-2017-2017-0000-00-REG	INITIAL LOVE JEWELRY & GIFTS	8/15/2017	Business closed	KIMBERLY	12/12/2025	33.00	33.00	0.00
0000455066-2015-2015-0000-00-REG	INITIAL LOVE JEWELRY & GIFTS	8/15/2015	Business closed	KIMBERLY	12/12/2025	33.00	33.00	0.00
0000455067-2016-2016-0000-00-REG	INITIAL LOVE JEWELRY & GIFTS	8/15/2016	Business closed	KIMBERLY	12/12/2025	33.00	33.00	0.00
0000568428-2025-2025-0000-00-REG	BARNES, KIM	8/22/2025	Landfill error	JESSICA WEST	12/12/2025	241.52	180.00	61.52
0000568687-2025-2025-0000-00-REG	METCALF, BERNICE	8/22/2025	Sold/Traded	JESSICA WEST	12/30/2025	194.63	104.63	90.00
0000570475-2025-2025-0000-00-REG	AERNI, MARC HOWARD	8/22/2025	Assessed In Err	JESSICA WEST	12/18/2025	218.70	164.36	54.34

0000571396-2025-2025-0000-00-REG	REECE, FAYE M.	8/22/2025	Over Assessment	APRIL	12/18/2025	62.17	59.00	3.17
0000571482-2025-2025-0000-00-REG	RUBY, MARY ZEEDYK	8/22/2025	Over Assessment	APRIL	12/18/2025	250.92	205.92	45.00
0000571882-2025-2025-0000-00-REG	TIPTON, MARK	8/22/2025	Not in County	JESSICA WEST	12/22/2025	29.55	29.55	0.00
0000573236-2025-2025-0000-00-REG	JOSEPH BRYAN LYLES LIVING TRUST,	8/22/2025	Landfill error	JESSICA WEST	12/4/2025	510.05	180.00	330.05
0000573610-2025-2025-0000-00-REG	BARNETTE, JORDAN T.	8/22/2025	Sold/Traded	JESSICA WEST	12/8/2025	138.52	5.54	132.98
0000573705-2025-2025-0000-00-REG	FISHER, CLELL JARRED	8/22/2025	Over Assessment	APRIL	12/9/2025	136.15	116.18	19.97
0000574295-2025-2025-0000-00-REG	CODY, SYBIL A.	8/22/2025	Assessed In Err	JESSICA WEST	12/19/2025	220.03	162.85	57.18
0000578183-2025-2025-0000-00-REG	TOUCH OF HEAVEN PROPERTIES, LLC	8/22/2025	Landfill error	APRIL	12/29/2025	2,165.19	360.00	1,805.19

**Subtotal**

**4,734.79**

**Total**

**4,734.79**

01/07/2026

TAX FORECLOSURES STATUS REPORT UPDATE

Demand Letter sent and file placed on hold for Marketability issues = 28 Parcels

Complaint Filed= 6 Parcels

Forbearance Agreement Status=2 Parcels

Up for bid (SALE DATE 01/20/2026) =5 Parcels

Total Parcel Count=41 Parcels

## MEMORANDUM

To: Board of Commissioners  
From: April Plemmons, Interim Tax Administrator  
Date: 01/07/2026  
Re: Appeal of Continued Present-Use Value (PUV) Classification -- Parcel # 4355 and 4357

### Background and Property History

The subject property was previously owned by Mildred Edwards and was enrolled in the Present-Use Value (PUV) program. On January 24, 2025, a deed was recorded transferring ownership of the property from Edwards to the Del Casino Living Trust.

Following the transfer, a timely application for continued present-use value was submitted. However, the application was filed in the individual name of Paul Del Casino rather than in the name of the Paul Joseph Del Casino Living Trust, which is the legal owner of record.

### Review of Eligibility and Application Requirements

Under North Carolina General Statutes governing the Present-Use Value program, when property ownership changes, continued eligibility depends on both the nature of the transfer and compliance with statutory requirements.

In this case:

- The property transferred from Edwards to the Del Casino Living Trust.
- Edwards is not the creator of the Del Casino Living Trust.
- Because the prior owner did not create the trust, the transfer does not qualify for continued PUV classification under North Carolina Machinery Act.
- The continued use application was not filed in the name of the trust, which is the actual owner of record.

Additionally, at the time the application was submitted, Del Casino was informed that an updated forestry management plan was required in order to maintain eligibility for PUV classification under the forestry category. An updated forestry management plan was never submitted.

## Recommendation

Based on:

- The transfer of ownership into a trust not created by the prior owner,
- The continued use application being filed in the incorrect ownership name, and
- The failure to submit a required updated forestry management plan despite notification,

The property does not meet the statutory requirements for continued present-use value classification.

It is my recommendation that the Board deny the appeal and uphold the removal of the property from the Present-Use Value program.

**Resolution Approving Conveyance of Property to  
A Volunteer Fire Department  
Pursuant to N.C.G.S. 160A-277**

**WHEREAS**, the County of Madison owns a parcel of land located in Spring Creek Township, Madison County; Parcel Identification Number 8755-17-1049, containing 0.6 acre as a portion of the parcel with the following description:

BEGINNING at a point marking the northeast most corner of those lands conveyed to the Spring Creek Volunteer Fire Department, Inc. recorded at Madison County Deed Book 699, Page 757; and runs thence from said beginning point a new line with Madison County N 11 30 E approximately 100 feet to a point in the southern margin of an existing driveway; thence with a southern margin of said driveway a westerly direction approximately 235 feet to a point in the southern margin of said driveway; thence S 11 30 W approximately 135 feet to a point marking the northwest most corner of those lands conveyed to the West Madison Volunteer Fire Department, Inc. by deed recorded at Madison County Deed Book 142, Page 675; thence with the existing line of the fire department S 88 18 E approximately 235 feet to the point of beginning containing 0.6 acre more or less; and

**WHEREAS**, NC Gen Stat. §160A-277 authorizes that a city or county upon such terms and conditions as it deems wise, with or without monetary consideration may lease, sell or convey to a volunteer fire department any land or interest in land, for the purpose of constructing or expanding fire department or rescue squad facilities, if the volunteer fire department or volunteer rescue squad provides fire protection or rescue services to the city; and

**WHEREAS**, the County of Madison has negotiated with the Spring Creek Volunteer Fire Department, Inc. to convey the tract described above to the Spring Creek Volunteer Fire Department, Inc., in order that the Spring Creek Volunteer Fire Department, Inc. may own and improve as necessary, the real property currently used to house the Spring Creek Volunteer Fire Department; and

**WHEREAS**, this property is being conveyed specifically for the above referred purpose and with the specific understanding and covenants that said property will not be used in any fashion to detract from the appearance of the Spring Creek School property or to interfere with the operation of activities on said property. If the property ever ceases being used for a fire station or if the use of said property detracts from the appearance of the Spring Creek School property or interferes with the operation of activities on the school property, the same will revert to the County of Madison; and

**WHEREAS**, this conveyance is made pursuant to the terms and provisions of NC Gen. Stat. §160A-277, without monetary consideration and adopted at a regular meeting of the Madison County Commissioners, upon 10 days public notice given by publication describing the above-property, the value of the property, the lack of monetary consideration for conveyance of the property, and the Board's intent to authorize the conveyance; and

**WHEREAS**, the continued public use of the property as a fire department will benefit all of the citizens of the Spring Creek Community and of Madison County;

**THEREFORE**, the Madison County Board of Commissioners resolves that:

1. The Board Chairman of Madison County is authorized to execute all documents necessary to convey without monetary consideration, title to the parcel of land, particularly described as follows:

BEGINNING at a point marking the northeast most corner of those lands conveyed to the Spring Creek Volunteer Fire Department, Inc. recorded at Madison County Deed Book 699, Page 757; and runs thence from said beginning point a new line with Madison County N 11 30 E approximately 100 feet to a point in the southern margin of an existing driveway; thence with a southern margin of said driveway a westerly direction approximately 235 feet to a point in the southern margin of said driveway; thence S 11 30 W approximately 135 feet to a point marking the northwest most corner of those lands conveyed to the West Madison Volunteer Fire Department, Inc. by deed recorded at Madison County Deed Book 142, Page 675; thence with the existing line of the fire department S 88 18 E approximately 235 feet to the point of beginning containing 0.6 acre more or less.

2. The consideration for the conveyance is the following set of conditions, covenants, and restrictions, which shall be incorporated in the deed given by Madison County to Spring Creek Volunteer Fire Department, Inc.:

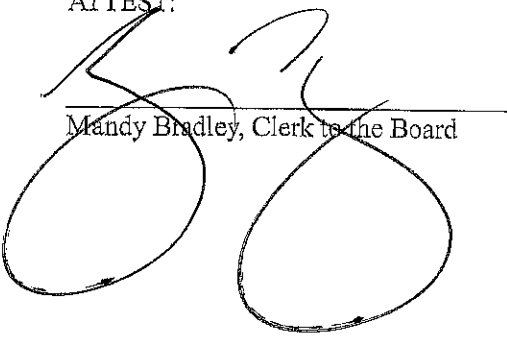
(a) The property will be kept in public use as a Fire Department by the Spring Creek Volunteer Fire Department, Inc. and title to the property will revert back to the County of Madison if the property ceases to be used for this purpose without the written permission of the County of Madison following the recording of the deed.

(b) If the use of said property detracts from the appearance of the Spring Creek School property or interferes with the operation of activities on the school property title to the property will revert back to the County of Madison following the recording of the deed.

Adopted this the 13<sup>th</sup> day of January, 2026.

  
Michael Garrison, Chairman

ATTEST:

  
Mandy Bradley, Clerk to the Board

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED  
BY THE NORTH CAROLINA DEPARTMENT OF ADULT CORRECTION**

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF MADISON

THIS LEASE AGREEMENT ("Lease"), made and entered into this the 13 day of January 2026, by and between **MADISON COUNTY**, hereinafter referred to as "Lessor"; and the **STATE OF NORTH CAROLINA**, a body politic and corporate, hereinafter referred to as "Lessee";

**WITNESSETH:**

WHEREAS, pursuant to N.C. Gen. Stat. § 146-32, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1<sup>st</sup> day of September 1981; and as amended on September 8, 1999; and December 7, 1999; and October 6, 2020; and

WHEREAS, the parties hereto have mutually agreed to the terms of this Lease as hereinafter set out.

NOW, THEREFORE, in consideration of the Premises, as described herein, and the promises and covenants contained in the terms and conditions hereinafter set forth, Lessor does hereby rent, lease and demise unto Lessee for and during the term and under the terms and conditions hereinafter set forth, those premises or office space, with all rights, privileges and appurtenances thereto belonging, lying and being in the **Town of Marshall, County of Madison, North Carolina**, and more particularly described as follows:

**Being ± 2,368 net square feet of office space located at 240 Carolina Lane, Marshall; Madison County, North Carolina (the "Premises"), attached hereto and incorporated herein as Exhibit A (the "Premises").**

**NC DEPARTMENT OF ADULT CORRECTION, PROBATION AND PAROLE  
DIVISION 4, DISTRICT 24**

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. TO HAVE AND TO HOLD the Premises for a term of **three (3) years** commencing on the **1<sup>st</sup> day of February 2026** (the "Commencement Date"), or as soon thereafter as possession of the Premises is ceded to Lessee and terminating on the **31<sup>st</sup> day of January 2029** (the "Term").
2. During the term of the lease, Lessee shall pay to Lessor as rental for said Premises the annual sum of **ONE DOLLAR (\$1.00)**, Lessor shall furnish an invoice for each month's rent if so required by Lessee. The Lessee agrees to pay rent to Lessor at the address specified or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

## RENT SCHEDULE

<u>Year</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Year 1	\$1.00	N/A
Year 2	\$1.00	N/A
Year 3	\$1.00	N/A

3. The Lessor shall furnish to Lessee, during the Term at Lessor's sole cost and to the satisfaction of Lessee the following:

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold-water facilities, and adequate toilet facilities.
- B. Maintenance of lawns, landscaping, sidewalks, paved areas, snow removal and disposal of trash, including provision for the handling of recyclable items such as aluminum cans, cardboard and paper.
- C. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal. All pesticides must be applied by a licensed technician.
- D. Janitorial and service, and supplies; provide that such services shall only be furnished on weekdays when Lessor's offices are open.
- E. All utilities except telecommunications.
- F. Parking.
- G. Premises shall be generally accessible to persons with disabilities. This shall include access into the Premises from parking areas (where applicable), access into the Premises via any common areas of the building and access to a restroom suitable for use by disabled persons.
- H. Any fire or safety inspection fees shall be paid by Lessor.
- I. Any storm water fees and land transfer tax shall be paid by Lessor.
- J. The number of keys to be provided to Lessee for each lockset shall be reasonably determined by Lessee prior to occupancy and said keys shall be furnished by Lessor to Lessee at no cost to Lessee.
- K. Lessor agrees to the terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form PO-28 and also the "Specifications for Non-advertised Lease", attached hereto and incorporated herein as Exhibit B.

4. During the Term, Lessor shall keep the Premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to, furnishing and replacing electrical light tubes, and fixture ballasts, lenses covers,

fixtures, air conditioning and ventilating equipment filter pads, if applicable, and broken glass.

Lessor shall be responsible for the cost of any repairs necessitated by Lessee's negligence or misuse of the Premises, after notice in writing from Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of Lessee's employees, property, or invitees, it shall then be lawful for Lessee, in addition to any other remedy Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be or thereafter become due hereunder. The Lessor reserves the right, after giving prior notice, to enter and inspect the Premises, at reasonable times and to make necessary repairs to the Premises.

5. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina, regardless of conflict of law principles, and court actions arising therefrom may be brought only within the courts of the State of North Carolina.

6. The Lessee shall have the right during the Term, with Lessor's prior consent, to make alterations, attach fixtures and erect additions, structures or signs in or upon the Premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the Premises under this Lease or any prior lease of which this Lease is an extension or renewal shall be and remain the property of Lessee and may be removed therefrom by Lessee prior to the termination of this Lease or any renewal or extension thereof, or within a reasonable time thereafter, or within thirty (30) business days.

7. If the Premises be destroyed by fire or other casualty, without fault of Lessee, this Lease shall immediately terminate, and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of Lessee, so as to render the Premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or Lessee may terminate this Lease by giving fifteen (15) days written notice to Lessor.

8. Lessor agrees that Lessee's decision to self-insurance satisfies all insurance requirements of the lease applicable to the lessee.

9. As between Lessee and Lessor, Lessee, subject to terms of this Lease, will be primarily liable for negligent or intentional acts or omissions of its officers and employees. As to third parties, Lessee is an immune sovereign and is not ordinarily subject to suit. However, Lessee has enacted Chapter 143, Article 31, of the North Carolina General Statutes (the "Tort Claims Act"); pursuant to which Lessee may be liable within the terms of the Act for the torts of its officers, employees and agents. Accordingly, with regard to Lessee's lease of the Premises, its liability for any claims arising from any accident, injury, or damage whatsoever, however caused to any person or persons or to the property of any person, persons, corporation or corporations shall be within the coverage of the Tort Claims Act. No provision of this Lease shall be construed as constituting a waiver of Lessee's sovereign immunity or Lessee's immunity under the Eleventh Amendment of the Constitution of the United States.

10. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this Lease, provided that Lessor could reasonably have complied with said requirement.

11. This Lease shall be binding upon and inure to the benefit of Lessor and Lessee, their successors, and permitted assigns.

12. Lessee shall not assign this Lease nor sublet all or part of the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed.

13. Upon termination of this Lease, Lessee will peaceably surrender the Premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this Lease, excepted. The Lessee shall have no duty to remove any improvement or fixture placed by it on the Premises or to restore any portion of the Premises altered by it. In the event, Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the Premises, Lessee will repair only to the extent of any such damage or injury.

14. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

to Lessor: **Madison County**  
**Post Office Box 579**  
**Marshall, North Carolina 28753**

to Lessee: **North Carolina Department of Adult Correction, Purchasing**  
**Attn: Real Property Manager**  
**3512 Bush Street (MSC 5227)**  
**Raleigh, North Carolina 27609-5227**

w/copy to: **North Carolina Department of Administration, State Property Office**  
**Attn: Manager, Leasing and Space Planning Section**  
**1321 Mail Service Center**  
**Raleigh, North Carolina 27699-1321**

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. The Lessor agrees that Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the Term peaceably and quietly have, hold, and enjoy the Premises free from the adverse claims of any person or company.

16. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed and agreed to by both parties.

17. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

18. The parties to this Lease agree and understand that the continuation of this Lease for the

Term is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of Lessee responsible for payment of said rental. The parties to this Lease also

agree that in the event the agency of Lessee or that body responsible for the appropriation of said funds, in its sole discretion, determines in view of its total local office operations that available funding for the payment of rents is insufficient to continue the operation of its local office on the Premise, it may choose to terminate this Lease by giving Lessor written notice of said termination, and this Lease shall terminate immediately without any further liability to Lessee.

19. Each person executing this Lease on behalf of Lessor does hereby represent and warrant that, if applicable: (a) Lessor is duly organized and in good standing in the State of its organization and, if different, qualified to do business and in good standing in the State of North Carolina, (b) Lessor has full lawful right and authority to enter into this Lease and to perform all of its obligations hereunder, and (c) each person signing this Lease on behalf of Lessor is duly and validly authorized to do so.

20. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. No provision hereof shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

21. It is understood and agreed that Lessor prior to the Commencement Date or at such other date as specified herein shall, construct, upfit, and/or repair the Premises and thereafter to maintain the same, in accordance with (a) the approved floor plan attached hereto and incorporated herein as Exhibit A; and (b) "Specifications for Non-advertised Lease", attached hereto and incorporated herein as Exhibit B; and (c) the Building Improvement List, attached hereto and incorporated herein as Exhibit C; and (d) the applicable regulation and building code provisions of the governmental authority having jurisdiction over the Premises. If applicable, Lessor shall provide Lessee, prior to Lessee taking possession of the Premises, with a copy of any certificate of occupancy, compliance or completion issued by the appropriate governmental authority.

22. North Carolina General Statute § 133-32 prohibits the offer to, or acceptance by, any employee of Lessee of any gift from anyone with a contract with Lessee, or from any person seeking to do business with Lessee. By execution of this Lease, Lessor attests that Lessor has not offered, accepted, or promised any such gifts and that Lessor is not aware that any such gifts have been offered, accepted, or promised by any of Lessor's employees or agents.

[signatures begin on the following page]

**THIS SPACE INTENTIONALLY LEFT BLANK**

IN TESTIMONY WHEREOF, this Lease has been executed by the parties hereto under seal, in duplicate originals, as of the dates outlined in the notary acknowledgments below.

LESSOR:

MADISON COUNTY  
County Administration

By: Michael Garrison  
~~Rod Honeycutt~~ Michael Garrison  
Madison County ~~Manager~~ Chairman

STATE OF NORTH CAROLINA

COUNTY OF Madison

I, Kary A. Ledford, a Notary Public in and for the County and State aforesaid do hereby certify that ~~Rod Honeycutt~~ <sup>Michael Garrison</sup> Michael Garrison, County Manager of Madison County, personally came before me this day and executed the foregoing instrument for the company.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 13 day of January, 2026.

Notary Public: Kary A. Ledford  
Print Name: Kary A. Ledford  
My Commission Expires: 17 Dec 29

LESSEE:

STATE OF NORTH CAROLINA  
North Carolina Department of Adult Correction

By: \_\_\_\_\_  
Joanne Rowland  
Director of Purchasing

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the aforesaid  
County of \_\_\_\_\_ and the State of North Carolina, do certify that **Joanne Rowland,**  
**Director,** personally came before me this day and acknowledged that s/he is the **Director of**  
**Purchasing of the Department of Adult Correction for the State of North Carolina,** and that  
by authority duly given and as the act of the State has signed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the \_\_\_\_\_  
day of \_\_\_\_\_, 2026.

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

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



## Exhibit B

### SPECIFICATIONS FOR NON-ADVERTISED LEASE

1. The floor plan should show building exits for the proposed space. Also, provide the year the building was constructed.
2. This facility must provide an environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act (ADA) is required. Toilet facilities shall be ADA accessible and code compliant.
3. The air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year-round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.
4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7-days per week requirement. A separate HVAC system may be required to maintain this temperature range.
5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
6. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard, and paper. Frequent trash and recycling pick-up required. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
7. Lessor shall provide internal and external signs that will provide easy identification of the office by the general public (*if applicable NC DAC request please work to be performed by Correction Enterprises*).
8. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.
9. The Lessor shall provide sufficient window coverings shall be provided to control glare within the space (venetian blinds or acceptable equivalent).

10. The Lessor shall provide vinyl tile or other floor covering acceptable to the State in all finished areas. Prefer carpeting for all offices and conference rooms. If floors are carpeted, they should be commercial grade 26 oz or 24 oz carpet squares preferred, acceptable to the Lessee. LVT tile is preferred in the waiting area, LAN room(s), kitchenette, restrooms and hallways. LAN room tile should be anti-static. New or like-new carpet is preferred. If not new, carpet must be professionally cleaned and all stains removed before occupancy. High traffic areas will require frequent cleaning and replacement of floor finishes to maintain a neat, clean, high-quality finish and will be at the State Property Office's discretion.
11. Lessor shall shampoo all carpet and clean the outside of the building windows annually.
12. Lessor shall be responsible for snow and debris removal as quickly as possible to avoid work delays.
13. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to all partitions, demolition, and up fitting costs: building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; stormwater fees; land transfer tax; common area maintenance and other building operational costs.
14. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State.
15. All parking areas shall be adequately lighted and located within a reasonable distance of the office.
16. Lessor shall provide all conduits and pull strings from above the ceiling to outlet boxes. State to install wiring and cover plates.
17. Lessor is responsible for providing all cleaning supplies, paper and soap products for kitchen and bathrooms regardless of who contracts for janitorial services.

**The Lessor is in agreement with the above conditions and the conditions of the also signed "Proposal to Lease to the State of North Carolina" Form PO-28.**

Exhibit C

(does not apply)

**Madison County  
Transit Americans  
with Disabilities Act  
Policy**

Revised December 18, 2025

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## SECTION 1. ORGANIZATIONAL RESPONSIBILITIES

**Purpose:** This policy is written to establish operating and service guidelines and procedures for the implementation of the requirements of the American with Disabilities Act of 1990 (ADA), the U.S. Department of Transportation regulations for implementing ADA (49 CFR Parts 27, 37 and 38), and applicable North Carolina laws and regulations. All services operated by the Madison County Public Transit System are operated on a non-fixed route basis and the system complies with ADA requirements with respect to such services.

**Policy:** It is the policy of Madison County Transportation Authority System to comply with all the legal requirements of Federal and State laws and regulations as they pertain to individuals with disabilities. The transit system provides quality transportation services without discrimination to all persons including individuals with disabilities. Discrimination on the basis of disability against any person by transit system employees will not be condoned or tolerated.

**Goals:** Service is provided in a manner that meets these goals to:

1. Provide individual, dignified services to all persons including individuals with disabilities.
2. Expedite the safe and efficient boarding, securing, transporting and alighting of all passengers, regardless of mobility status.
3. Accommodate the wide range of mobility aids within the confines of available vehicles and commercial standard equipment.
4. Minimize potential damage to mobility aids and transit system equipment in the process.

**Applicability:** This policy applies to all transit system employees, services, facilities and vehicles. It applies equally to all persons needing and/ or using the services provided by the system.

**Recruitment and Employment:** As stated in the transit systems personnel policies, the agency is an Equal Opportunity Employer and fully complies with Title VI and ADA in its recruitment, hiring and continued employment practices.

**Facility and Vehicle Accessibility:** The transit system administrative facility, passenger facilities and vehicles shall meet or exceed the requirements of 49 CFR Parts 27, 37 and 38 and NC DOT. Vehicles purchased for non-fixed-route service will only be non-accessible to the extent that the system, when viewed in its entirety, provides the same level of service to disabled persons as non-disabled persons.

**Vehicle and Route Assignment:** The assignment of particular types of vehicles will be based upon rider needs. However, in the interest of preparedness, standard operating procedures shall be to station accessible vehicles first on runs that operate on a daily basis and have the potential for accessibility needs on a given day, second on runs that have a history of higher accessibility needs and third on all other runs. The transit system will make all reasonable efforts to make an accessible vehicle available whenever requests are made. Trip denials will be tracked by disability to monitor whether trips are disproportionately denied to individuals with disabilities because an accessible vehicle is not available. Should this be found to be the case, inaccessible vehicles will be replaced with accessible vehicles until the system, when viewed in its entirety, is accessible.

**Boarding:** Drivers will provide adequate time for a passenger with a disability to board and/or disembark the vehicle, which includes adjusting the schedule if necessary to accommodate slower passengers and waiting for passengers to be seated before moving the vehicle. It is the responsibility of the driver to determine the safest location for passenger boarding based on conditions and individual needs upon arrival at the pick-up site. The passenger and/or their guest, escort or attendant will maneuver the passenger and mobility aid to the vehicle. Only a properly trained transit system employee can operate the lift, secure the wheelchair or mobility device on the lift and in the securement station.

**Priority Seating:** With the exception of the wheelchair securement stations, the transit system does not require any passenger to sit in designated seating. However, this does not supersede the transit system's right to require any passenger who has caused a disruption in the safe travel of other passengers and/or driver to be required to sit in a specific area of the vehicle as a condition of transportation.

**Alighting:** It is the responsibility of the driver to determine that the location for passenger alighting is safe. However, the driver will allow a passenger who uses the lift to disembark at any stop, unless the lift cannot be deployed, the lift will be damaged if deployed; or conditions at the stop would present unsafe conditions for all passengers. The driver will only unsecure the wheelchair or mobility device and operate the lift to return the passenger to the ground level.

**Use of Accessibility Devices by Persons Not Using a Wheelchair:** A person who is not using a wheelchair or mobility device and or other seated mobility aid may use the lift to board or alight the vehicle upon request.

**Maintenance of Accessible Features:** Accessibility features on vehicles, including lifts and wheelchair securement devices, will be maintained in operative condition. This includes providing preventive maintenance on lifts as recommended by the equipment manufacturers, cycling the lift as part of each pre-trip inspection\*, taking vehicles with inoperative lifts out of service, and repairing inoperative equipment promptly. Drivers are required to report lift failures as soon as possible. (*\*Note: lift cycling is part of the pre-trip inspection is not required by ADA but is recommended by NCDOT as a way to comply with the Federal ADA requirement that Transit systems have regular and frequent lift checks, sufficient to determine if lifts are actually operative*).

**Accommodation of Portable Oxygen:** Individuals are allowed to travel with respirators and portable oxygen supplies on board, consistent with applicable U.S. Department of Transportation rules on the transportation of hazardous materials.

**Staff Training:** All drivers and transit system staff are trained to proficiency in use of accessibility equipment, the operating policies related to each of the service requirements described, and in properly assist and treat individuals with disabilities with sensitivity. Mechanics are also trained to properly maintain lifts and other accessibility equipment.

**Rider Information:** All printed informational materials are made available in accessible formats upon request, for example, large print for persons with low vision or audio for blind persons, as well as accessible electronic formats.

**Complaint Procedure:** All complaints of discrimination on the basis of disability will be promptly and objectively investigated and forwarded to the Graham County Transit Director. Corrective or disciplinary action will be taken for behavior prohibited by this policy, up to and including termination of employment.

## SECTION 2. OPERATIONAL RESPONSIBILITIES

### Americans with Disabilities Act Of 1990

#### Madison County Transportation Authority Policy for Driver/Operator Responsibilities

##### Americans with Disabilities Act Of 1990

The requirements of the Americans with Disabilities Act (ADA) affect all parts of a transit operation. Arguably the most visible of these are the responsibilities of the individual vehicle operator. While the requirements of the ADA do address the activities of vehicle operators, they do not always provide procedural guidance. This policy is written to help illuminate the requirements and to help our transportation service to be in compliance with the rules and regulations of the Code of Federal Regulations (49 CFR) which is the ADA.

These are requirements under 49 CFR:

1. Perform lift maintenance (according to transit system's policy and procedures) regularly and conscientiously. (49 CFR 37.163)

**Madison County Transportation Authority Policy:** Check lift by running through one cycle when doing the pre-trip inspection every morning before leaving on a route.

1. Immediately report an inoperative lift to the MCTA dispatcher or Director. Transit systems are required to maintain in operative condition "features" (lifts, securement devices, etc.) necessary to make vehicles accessible to individuals with disabilities and to promptly repair the features which are inoperable. (49 CFR 37.161 and 37.163)

**Madison County Transportation Authority Policy:** Inform the transit system's dispatcher or Director of the lift condition or the tie-downs being in bad shape, or make note of the conditions and give to the MCTA office immediately.

2. Take reasonable steps to accommodate a passenger who would use a feature that is inoperable. (49 CFR 37.161)

**Madison County Transit Policy:** Inform the dispatcher of the problem and ask for another properly equipped vehicle to be sent out to transport the passenger. Find out the approximate time of arrival of the vehicle and inform the passenger.

**Madison County Transportation Authority Policy:** If the driver secures the passenger in the wheelchair or mobility device using the tie-down straps, the driver will then be assured that the passenger will have a safe ride. Never allow a passenger to ride if they are not secured properly, unless the securement system will not accommodate the wheelchair or mobility device. If the tie-down system is not compatible for the wheelchair or mobility device the passenger i.e. using; the driver still has to make an attempt to safely secure the wheelchair or mobility device. If the wheelchair cannot be secured because of the wheelchair or mobility device design, the passenger still has the right to ride the vehicle. Drivers cannot deny a passenger a ride based on the inability to secure the wheelchair or mobility device. Drivers must warn the passengers of the danger of riding in a non-secured wheelchair or mobility device.

7. Allow a passenger who uses the lift to disembark at any stop, UNLESS:

- a. The lift cannot be deployed;
- b. The lift will be damaged if deployed;
- c. Conditions at the stop would present unsafe conditions for ALL passengers (49 CFR 37.167). In other words, drivers may not judge that a designated stop is unsafe solely due to a passenger's particular disability. (ADA Section 223).

**Madison County Transportation Authority Policy:** The driver must make sure before pulling into a stop or up to a location or destination that the area where the passengers would disembark is safe for all passengers, those who are ambulatory as well as those who use mobility devices to navigate the area safely.

8. Identify the vehicle to a passenger who has a visual impairment. (49 CFR 37.167)

**Madison County Transportation Authority Policy:** All drivers should notify anyone with a visual impairment that the transit vehicle is there to pick them up or at designated drop off point. (Do the same thing for a person who has a cognitive disability). This is a good service practice and gives the passenger confidence in the driver and the transit system.

11. Allow any service animal (not only dogs) accompanying a passenger with a disability to ride the vehicle. (49 CFR 37.167)

**Madison County Transit Policy:** If the driver is in doubt about an animal they can question the passenger as to the authenticity of the animals being a service animal. If the passenger refuses to give an answer, they can still ride with the animal. There are a variety of animals used to assist a passenger in traveling, and other life necessities. Most passengers will tell the driver that they have a service animal and will ride with it. Remember the person with the service animal is in charge of that animal.

These animals may be dogs, monkeys, Vietnamese Pigmy Pigs and some breeds of birds and are trained in certain expectations to assist the passenger. The driver must realize that these animals are harmless to them and their passengers and are needed by the passenger in order to live an independent life style.

12. Allow a passenger with a disability to carry a respirator or a portable oxygen supply that is in compliance with the USDOT's regulations regarding the transportation of hazardous materials. (49 CFR 37.167)

**Madison County Transit Policy:** Do not handle the respirator or oxygen tanks unless it is necessary to secure them in the vehicle. If a driver has to secure them, make sure that the tanks are out of the way of other passengers. There are brackets on all MCTA vehicles for storage of oxygen tanks. If there are more tanks than bracket spaces put it up in the seat and wrap a seat belt around it to keep it from falling or being damaged, etc. Be aware of the location of oxygen lines if the tanks are hooked up to a wheelchair; do not crimp the lines with the tie-down straps.

15. Impose special financial charges on an individual with a disability for special accommodations needed to transport them, such as for storing a wheelchair or mobility device (49 CFR 37.5)

**Madison County Transportation Policy:** A passenger with a disability has the same rights as someone without a disability. They will not be charged a fare. MCTA does not charge fares for service, donations are accepted but are not mandated.

16. Require an attendant to accompany an individual with a disability, unless the agency has required an attendant as a condition of providing service in order to mitigate a previously defined problem. However, drivers are not required to provide attendant services, such as assistance in toileting, feeding, dressing, etc. (49 CFR 37.5)

**Madison County Transportation Authority Policy:** Refer to number 14 above. Drivers cannot lift or move passengers they should however be providing the limited amount of assistance required by the ADA that they must perform to be in compliance with the regulations concerning the assistance of passengers.

17. Refuse service to an individual because their disability results in an appearance or involuntary behavior that may offend annoy or inconvenience the driver or other passengers. (49 CFR 37.5)

**Madison County Transportation Authority Policy:** The driver is to leave the passenger alone when a passenger has a problem related to their disability on the vehicle. For instance, if the person has "Tourette's Syndrome", there be profanity or unusual behavior. The driver must be trained to recognize and understand that this person is not in control of this behavior and it is a part of the disability and will soon pass. The driver can explain to the other passengers that this is an episode of a manifestation of trance like behavior and they are not really aware of what is happening. It is like being in a trance, and will soon pass. Ask the other passengers to understand and not to take the disabled person's behavior as a threat or embarrassment.

18. Deny transportation to a user because the wheelchair or mobility device cannot be secured satisfactorily by the vehicle's securement system. Drivers must do their best with the available vehicle equipment. (49 CFR 37.165)

**Madison County Transportation Authority Policy:** If the passenger is threatening passengers or the driver, verbally or physically and is abusive to other passengers, the driver can call the dispatcher and relate to the office what is happening and get guidance from them. If the passenger has a weapon and is threatening the driver, the driver might want to try to get the passengers off the vehicle and summon help from the police. The passenger can then be banned from the vehicle if there are charges brought against the offender and results in a court order to do so; otherwise the transit system can only suspend the offender for a limited number of days, weeks, etc.

The transit system could ask for an attendant to accompany the passenger to help with this problem of violence, seriously disruptive or illegal behavior. This is mentioned as a solution in the ruling of (49 CFR 37.5)

22. To require that a passenger let their wheelchair or mobility device to be secured in the designed securement area only, even if the passenger wants their mobility device to be secured in a non-designated area. (49 CFR 27.165)

**Madison County Transportation Authority Policy:** If the passenger will not allow the driver to secure the wheelchair or mobility device in a securement area designed for wheelchairs, then the driver has a right to deny the passenger a ride and they have to vacate the vehicle. Under the rule of the ADA the drivers are not required to transport a passenger who refuses to have their mobility device secured in a securement area. The wheelchair/mobility device and its user can become a danger to other passengers on the vehicle, in the event of a sudden stop or collision.

23. Not to pick up a passenger who uses a wheelchair/mobility device if all the designated securement areas are being used. However, drivers must immediately inform the transit system that a passenger who uses a wheelchair/mobility device still needs a ride. (49 CFR 37.165)

24. **Madison County Transportation Authority Policy:** MCTA is a demand response/ subscription service. All clients must schedule their rides. This is inapplicable to MCTA.

25. Recommend or suggest that a passenger transfer to a seat if the wheelchair or mobility device cannot be satisfactorily secured. (49 CFR 37.65)

**Madison County Transportation Authority Policy:** Remember the decision to transfer out of the wheelchair or mobility device into a standard vehicle seat is solely up to the passenger. If the passenger refuses, the only alternative is to warn them about the danger of riding in a wheelchair or mobility device that is unsecured in a moving vehicle. Refer to numbers 19 and 20.

Adopted this date the 13th day of January, 2025 by the Madison County Board of Commissioners

Michael Garrison  
Mike Garrison, Chairperson

\_\_\_\_\_  
Jeremy Hensley, Vice Chair

\_\_\_\_\_  
Bill Briggs, Commissioner

\_\_\_\_\_  
Matthew Wechtel, Commissioner

\_\_\_\_\_  
Alan Wyatt, Commissioner

ATTEST:

\_\_\_\_\_  
Mandy Brandy Clerk to the Board

Date: 1/13/25

Resolution of Madison County  
Recognizing and Approving of Madison County  
Official America 250 NC

A resolution of Madison County, North Carolina, supporting the America 250 NC committee for the United States semiquincentennial (AMERICA 250 NC).

WHEREAS, Roy Cooper, Governor of North Carolina created AMERICA 250 NC to plan, encourage, develop, and coordinate the commemoration of the 250th anniversary of the United States and North Carolina's integral role in that event and the role of its people on the nation's past, present, and future; and

WHEREAS, AMERICA 250 NC has a mission to engage ALL North Carolinians and ALL 100 counties through their many signatures and officially recognized programs, projects, and events over the commemoration by inspiring future leaders and celebrating North Carolina's contributions to the nation over the last 250 years; and

WHEREAS, by adoption of America 250 NC's mission, Madison County is officially authorized to achieve the goals of America 250 NC.

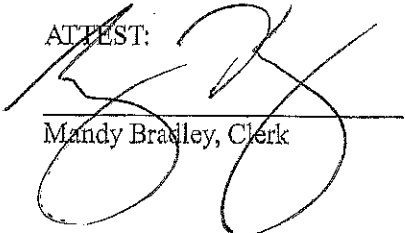
NOW, THEREFORE, BE IT RESOLVED, that the County of Madison hereby endorses AMERICA 250 NC and its mission; and

RESOLVED, the County of Madison officially establishes AMERICA 250 NC participation, led by County Administration and Library Director who will engage a diverse group and AMERICA 250 NC on any and all activities. There will be no compensation for participation.

IT IS FURTHER RESOLVED that a copy of this resolution be sent to the North Carolina legislative delegation and the AMERICA 250 NC Committee.

ADOPTED this 13th day of January 2026.

ATTEST:

  
Mandy Bradley, Clerk

  
Michael Garrison, Chairman

# AIA® Document B101® – 2017

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fifteenth day of August in the year Two Thousand Twenty-Five

*(In words, indicate day, month and year.)*

BETWEEN the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

Madison County, NC  
107 Elizabeth Lane  
Marshall, North Carolina 28753  
Telephone Number: 828-649-2854

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:  
*(Name, legal status, address and other information)*

Moseley Inc.  
6210 Ardrey Kell Road  
Charlotte, North Carolina  
Telephone Number: 704-540-3755

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

Madison County Sheriff's Office Jail Pod Restoration and Facility Repairs

Design and Construction Contract Administration Phase services consisting of services for the Sheriff's Office Jail Pod Repairs, Shower Modification, Cell Refurbishment for 30 Cells, Repainting Facility and installation of Sewer Grate System.

The Owner and Architect agree as follows.

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TABLE OF ARTICLES

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- 6 COST OF THE WORK
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- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

To be determined as the Project progresses.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

The existing jail facility located at 348 Medical Park Drive, North Carolina 28753

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

To be determined as the Project progresses.

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.2 Construction commencement date:

To be determined as the Project progresses.

.3 Substantial Completion date or dates:

To be determined as the Project progresses.

.4 Final Completion date or dates:

~~4~~ To be determined as the Project progresses.

.5 Other milestone dates:

Not Applicable

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

A stipulated sum construction contract with a single Contractor pursuant to competitive bidding.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

Not Applicable

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

*(List name, address, and other contact information.)*

Michael Garrison, Chairman of Board of Commissioners

Madison County, NC

107 Elizabeth Lane

Marshall, North Carolina 28753

Telephone Number: 828-649-2854

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

Not Applicable

§ 1.1.9 The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

~~1~~ Geotechnical Engineer:

Not Applicable

~~2~~ Civil Engineer:

~~3~~ Other, if any:  
~~(List any other consultants and contractors retained by the Owner.)~~

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

Todd B. Davis, Vice President  
Moseley Inc.  
6210 Ardrey Kell Road  
Charlotte, North Carolina  
Telephone Number: 704-540-3755

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Moseley Inc.

.2 Mechanical Engineer:

Moseley Inc.

~~.2~~ Mechanical, ~~3~~ Electrical Engineer:

Moseley Inc.

.4 Plumbing Engineer:

Moseley Inc.

~~3~~ Electrical, ~~5~~ Civil Engineer:

McGill Associates  
55 Broad Street  
Asheville, North Carolina 28801

§ 1.1.11.2 Consultants retained under Supplemental Services:

Not Applicable

§ 1.1.12 Other Initial Information on which the Agreement is based:

Not Applicable

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, of Instruments of Service or any other information or documentation in digital form. The parties will use AIA

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Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2.1 Subject to the standard of care set forth in Section 2.2 for applying professional judgment to the information used or relied upon, Architect and its Consultants may use and rely upon design elements, technical standards, test results, and all other information ordinarily or customarily furnished or published by others, including, but not limited to, specialty contractors, manufacturers, fabricators, and suppliers.

§ 2.2.2 The Owner agrees that estimating and projecting future weather, climate, rainfall, flood, tidal, ocean and on-shore conditions and their impacts upon existing or contemplated developments, infrastructure or resources is difficult, complex and based on variable assumptions that are impacted by factors beyond the Architect's ability to predict or control and understands that the Architect by training and experience does not possess the expertise to assess the effects of climate change or extreme climate events not addressed by current codes and standards on the Project and assumes no responsibility beyond the professional skill and care in designing to current codes and standards. Accordingly, any estimates, forecasts, studies, reviews, conclusions, recommendations or assessments provided as part of the Architect's Services are presented solely on the basis of data currently available and may no longer be valid if that data materially changes. The Owner further agrees and understands that weather, climate, rainfall, flood, tidal, ocean and on-shore events are based on probability, and extreme events can and will occur and may cause damage regardless of mitigation measures. Therefore, the Architect and the Owner have discussed the risks and benefits of resilient design alternatives and the Owner agrees that because disruptive climate events are unforeseeable at the time this contract for services was negotiated, that it will waive any claim against the Architect related to climate events that exceed those addressed by existing codes and standards.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00 ) for each occurrence and two million dollars (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than a combined single limit one million dollars (\$ 1,000,000.00 ) per accident for bodily injury,

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death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. ~~The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00 ) each accident, one million dollars (\$ 1,000,000.00 ) each employee, and one million dollars (\$ 1,000,000.00 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000.00 ) per claim and one million dollars (\$ 1,000,000.00 ) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella ~~policies~~ policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The usual and customary Architect's Basic Services consist of those ~~described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services indicated in Section 1.1.11.1 and as described in this Article 3. Services not indicated in Section 1.1.11.1 and not set forth in this Article 3~~ are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3.1 The Owner and Architect are aware that many factors outside the Architect's reasonable control may affect the Architect's ability to complete the services to be provided under this Agreement. The Architect will perform these services with reasonable diligence and expediency consistent with sound professional practices. For purposes of this Agreement, such factors include, but may not be limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war, pandemics, epidemics, quarantines, or

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other local, state, or national declared emergencies; failure of any government agency to act in timely manner; failure of performance by the Owner or the Owner's representatives, contractors or consultants; or discovery of any hazardous substances or differing site conditions or other similar or reasonably unforeseen events. Notwithstanding the above factors, Architect reserves the right to seek common law defenses as may be applicable if such services are adversely affected.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written ~~approval~~-acceptance.

§ 3.1.5 The Architect ~~shall~~ shall, at appropriate times, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

~~§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.~~ § 3.1.7 The Architect shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations

~~§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project in effect as of the date of the~~

~~§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.~~ submission to building authorities. Design changes made necessary by newly enacted laws, codes and regulations after this date, may, if agreeable to

~~§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components both~~ parties, require a

~~§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.~~ reasonable adjustment in

~~§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.~~

~~§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.~~

~~§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.~~ additional compensation in accordance with

~~§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.~~

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**§ 3.3 Design Development Phase Additional Services**

~~§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels, provisions of this Agreement. In the event of a conflict between the applicable laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Architect shall notify the Owner of the nature and impact of such conflict. The Owner agrees to cooperate and work with the~~

~~§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.~~

~~§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval an effort to resolve this conflict.~~

**§ 3.4 Construction Documents Phase Services**

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

**§ 3.5 Procurement Phase Services**

**§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining ~~either competitive bids or negotiated proposals; competitive bids;~~ (2) confirming responsiveness of ~~bids or proposals; bids;~~ (3) determining the successful ~~bid or proposal, if any; bid;~~ and, (4) awarding and preparing contracts for construction.

**§ 3.5.2 Competitive Bidding**

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- ~~1. facilitating the distribution of Bidding Documents to distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to, prospective bidders;~~
2. organizing and conducting a pre-bid conference for prospective bidders;
3. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
4. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

~~§ 3.5.2.3 If the Bidding Documents permit substitutions, upon~~ Upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### ~~§ 3.5.3 Negotiated Proposals~~

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:~~

- ~~1. facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- ~~2. organizing and participating in selection interviews with prospective contractors;~~
- ~~3. preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
- ~~4. participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 Evaluations of the Work

~~§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of~~

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the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of ~~either the Owner or Contractor~~, the Owner. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as

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dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Contractor's design professional shall verify the accuracy, adequacy, and suitability of the performance and design criteria. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2)

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affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below, or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	<u>Owner</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Not Provided</u>
§ 4.1.1.3 Measured drawings	<u>Not Provided</u>
§ 4.1.1.4 Existing facilities surveys	<u>Owner</u>
§ 4.1.1.5 Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 Civil engineering	<u>Architect</u>
§ 4.1.1.9 Landscape design	<u>Not Provided</u>
§ 4.1.1.10 Architectural interior design	<u>Architect</u>
§ 4.1.1.11 Value analysis	<u>Not Provided</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13 On-site project representation	<u>Owner</u>
§ 4.1.1.14 Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15 As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18 Facility support services	<u>Owner</u>
§ 4.1.1.19 Tenant-related services	<u>Owner</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Architect</u>
§ 4.1.1.21 Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.22 Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23 Commissioning	<u>Not Provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3 Exhibit A	<u>Not Provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not Provided</u>

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§ 4.1.1.26	Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27	Historic preservation	<u>Not Provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment Furniture design	<u>Not Provided</u>
§ 4.1.1.29	Other services provided by specialty Consultants Energy Modeling	<u>Not Provided</u>
§ 4.1.1.30	Other Supplemental Services Life Cycle Cost Analysis and Energy Modeling as Design Tool	<u>Not Provided</u>

**§ 4.1.2 Description of Supplemental Services**

**§ 4.1.2.1** A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below provided.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below. Refer to Exhibit A

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2 of the Architect

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
3. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
5. Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
6. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
7. Preparation for, and attendance at, a public presentation, meeting or hearing;
8. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
9. Evaluation of the qualifications of entities providing bids or proposals;

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- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ~~( 1 )~~ every two weeks depending on which options are selected by County at Bid, visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within fourteen ( 14 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.1.1 The Architect may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Architect shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's consultants and contractors.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the

Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect-defect(s) or suspected defect(s) in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, Service or in the Architect's professional services, so that the Architect may be afforded the opportunity to address such alleged fault or defect(s). Failure by the Owner to promptly notify the Architect in writing of the discovery or suspicion of such fault or defect(s) shall relieve the Architect of liability for any damages caused by the fault or defect(s) in excess of the damages that would have been incurred if the Owner had given prompt notification to the Architect when such fault or defect(s) were first discovered or suspected by the Owner, and the Architect had promptly corrected such fault or defect(s).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement.

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The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.16 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit for the Owner, but also carries with it associated risks. Such risks include, but are not limited to, the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.17 The Architect shall be entitled to rely upon the proper performance by the Owner's Representative (OR) of the items on the DR&A list (a list of duties, responsibilities and authority) and shall bear no responsibility to the Owner or its representative(s) for any opinions, directions, or decisions given by the Owner and OR.

§ 5.18 If the Owner retains the services of a Value Engineer (VE), or similar entity, to review the plans prepared by the Architect, these services shall be at the Owner's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the Architect's services. All recommendations of the VE shall be given to the Architect for review, and adequate time shall be provided for the Architect to respond to these recommendations. If the Architect objects to any recommendations made by the VE, it shall so state in writing to the Owner, along with the reasons for objecting. If the Owner, despite the Architect's objections, requires the incorporation of changes in the Construction Documents, the Owner agrees, to the fullest extent permitted by law, to waive all claims against the Architect which arise in connection with or as a result of the incorporation of such design changes required by the Owner.

§ 5.19 The 179D tax deduction incentivizes building owners and designers for designing energy-efficient building systems, including lighting, HVAC, and building envelope components. Since government entities do not pay taxes, this deduction is not available to you, the Owner. Current tax code allows for this deduction to be allocated to the Architect on eligible projects to help incentivize energy-efficient building design. Per the Department of Treasury, the Architect shall not have to pay a fee or allocate any portion of the potential deductions to the Owner to receive an allocation letter. The Owner further recognizes that the Architect, unless they opt-out, is the only entity eligible to pursue such allocations in accordance with 26 U.S. Code §179D, which reads in part, "The allocation of the deduction [is] to the person primarily responsible for designing the property in lieu of the owner of such property." To ensure compliance with the U.S. Code, the Owner agrees to sign such an allocation letter after receiving a request from the Architect to do so. The Architect shall be responsible for obtaining and procuring a letter of certification from a third-party entity who will perform the required energy modeling and conduct a physical site visit of the Project, and the Architect shall also be responsible for any certification fees and distribution of deductions ultimately approved by the IRS.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however,

that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 ~~If, through no fault of the Architect,~~ If the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 For existing facilities inasmuch as the renovation of an existing building requires that certain assumptions be made regarding existing conditions, the Architect shall not be responsible for additional construction cost or other damages due to hidden conditions in an existing facility which are uncovered during the progress of the construction, and which could not have been reasonably anticipated or known.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner ~~warrant~~ agree that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. Under no circumstances shall the transfer of ownership of the Drawings, Specifications, electronic data or other Instruments of Service be deemed to be a sale by the Architect, and the Architect makes no warranties, express or implied, of merchantability or of fitness for a particular purpose.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and

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other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Upon full payment of all sums due or anticipated to be due Architect under this Agreement and upon performance of all the Owner's obligations under this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

§ 7.6 The Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed and sealed construction documents prepared by the Architect and the electronic files, the signed and sealed hard-copy construction documents shall govern.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of ~~action~~ action, including indemnity and any statutes of limitations and repose, against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, ~~but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1 law.~~

~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.~~

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, ~~except as specifically provided in Section 9.7 Agreement.~~

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**§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

**§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.4 Consolidation or Joinder**

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements termination including Reimbursable Expenses then due.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

Init.

~~.1 Termination Fee:~~

~~.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 ~~and Section 9.7.~~

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, ~~excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 9.3, located.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction. No headings or numbering of Sections or Paragraphs in This Agreement shall be interpreted or construed to change or modify the duties and obligations of Owner or Architect.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, ~~except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment, other.~~

§ 10.4 ~~If Pursuant to 10.11, if~~ Pursuant to 10.11, if the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual ~~relationship with, relationship, third-party rights or benefits, with~~ or a cause of action in favor of, ~~a third party of a third party person or entity~~ against either the Owner or the Architect. The Architect's services, Instruments of Service, and work product required under this Agreement are being performed and are intended solely for the Owner's use and benefit.

§ 10.6 ~~Unless otherwise required in this Agreement, the~~ The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 ~~If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.~~

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~~§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.~~

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 11 - COMPENSATION

~~§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:~~  
~~10.10 If, due to the Architect's negligence, a required item or component of the Project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.~~

~~1 - Stipulated Sum~~

~~§ 10.11 The Architect shall not be required to sign any documents that would result in the Architect having to certify, guarantee or warrant the existence of conditions whose existence the Architect cannot ascertain, or that in any way might increase the Architect's risk or the availability or cost of its~~

~~—(insurance, *Insert amount*)~~

~~2 - Percentage Basis~~

~~—(*Insert percentage value*)~~

~~—( )% of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

~~10.12 The Architect agrees to maintain all documents, including electronic documents, related to the Project for a period of not less than seven (7) years, in a reasonably accessible manner consistent with the Architect's internal document retention policy.~~

~~3 - Other~~

~~—(*Describe the method of compensation*)~~  
~~§ 10.13 The section headings used in this Agreement are intended principally for convenience and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the parties to this Agreement.~~

#### ARTICLE 11 COMPENSATION

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, 11.1 For the Architect's Services described herein, the Owner shall compensate the Architect as follows:

*(Insert amount of, or*

*Compensation shall be the lump sum of One Hundred Sixty-Seven Thousand, Two Hundred Twenty and 12/100 Dollars (\$167,220.12), as follows:*

<u>Construction Documents Phase:</u>	<u>\$100,332.08</u>
<u>Bidding Phase:</u>	<u>\$ 8,361.00</u>
<u>Construction Administration Phase:</u>	<u>\$ 58,527.04</u>
<u>Total:</u>	<u>\$167,220.12</u>

basis for compensation. If necessary, list specific services to which particular methods of compensation apply.)  
Architect will invoice on a monthly basis in proportion to the progress of our services completed.

**§ 11.2 Not Used**

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

As mutually agreed as Additional Services are required.

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty percent (20%), or as follows:  
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

**§ 11.5** ~~When compensation for Basic Services is based on a stipulated sum or a percentage basis, the~~ The proportion of compensation for each phase of services shall be as follows:

<u>Construction Documents</u>	<u>60%</u>			
<u>Phase</u>				
<u>Procurement Phase</u>	<u>05%</u>			
<u>Construction Phase</u>	<u>35%</u>			
<hr/>				
<u>Total Basic Compensation</u>	<u>100%</u>			
<hr/>				
<u>Schematic Design Phase</u>	-	percent	(	- %)
<u>Design Development Phase</u>	-	percent	(	- %)
<u>Construction Documents Phase</u>	-	percent	(	- %)
<u>Procurement Phase</u>	-	percent	(	- %)
<u>Construction Phase</u>	-	percent	(	- %)
<hr/>				
<u>Total Basic Compensation</u>	<u>one hundred</u>	<u>percent</u>	<u>(</u>	<u>100 %)</u>

**§ 11.6** ~~When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.~~

**§ 11.6.1** ~~When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Schedule of Hourly Billing Rates Calendar Year 2025

<u>Principals</u>	<u>\$264</u>
<u>Architects</u>	
<u>Senior Project Manager</u>	<u>\$246</u>
<u>Project Manager</u>	<u>\$193</u>
<u>Architect</u>	<u>\$185</u>

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<u>Project Designer</u>	<u>\$123</u>
<u>Security and Detention Design</u> <u>Security Design Specialist</u>	<u>\$233</u>
<u>Moseley Engineering Director</u>	<u>\$264</u>
<u>Moseley Mechanical/Electrical/Plumbing/Engineering</u> <u>Senior Engineer</u>	<u>\$216</u>
<u>Engineer/Designer</u>	<u>\$177</u>
<u>Intern Technician</u>	<u>\$123</u>
<u>Moseley Structural Engineering</u> <u>Senior Engineer</u>	<u>\$193</u>
<u>Engineer/Designer</u>	<u>\$161</u>
<u>Intern Technician</u>	<u>\$123</u>
<u>Moseley Interior Design</u> <u>Interior Design Director</u>	<u>\$216</u>
<u>Senior Interior Designer</u>	<u>\$145</u>
<u>Project Interior Designer</u>	<u>\$123</u>
<u>Corrections Planner</u>	<u>\$264</u>
<u>Criminal Justice Consultant</u>	<u>\$210</u>
<u>Construction Administration</u> <u>Construction Administrator</u>	<u>\$185</u>
<u>Specification Writer</u>	<u>\$185</u>
<u>Sustainability Planning</u> <u>Sustainability Planning Director</u>	<u>\$216</u>
<u>Energy Analyst</u>	<u>\$181</u>
<u>Sustainability Coordinator</u>	<u>\$161</u>
<u>Administrative</u>	<u>\$85</u>

Rates are subject to change on January 1 of each year

<u>Employee or Category</u>	<u>Rate (\$0.00)</u>
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**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence;
2. Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
3. Permitting and other fees required by authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, and standard form documents;
5. Postage, handling, and delivery;
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
7. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; Project (unless specifically included in the Basic or Supplemental Services);

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- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 ~~All taxes levied on professional services and on reimbursable expenses;~~
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

#### § 11.10 Payments to the Architect

##### § 11.10.1 Initial Payments

~~§ 11.10.1.1 An initial payment of (\$ ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.~~

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

##### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

12 % twelve percent per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding and final dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

12.1 Neither the Architect nor the Architect's consultants have offered, intends to offer, or shall be required to offer, any fiduciary service to the Owner and no fiduciary responsibility shall be owed to the Owner by either the Architect or the Architect's consultants as a result of the Owner and Architect entering into this Agreement.

12.2 NON-DISCRIMINATION. During the performance of this Agreement, the Architect agrees as follows:

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User Notes:

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12.2.1 The Architect will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Architect. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

12.2.2 Architect shall state in all solicitations or advertisements for employees placed by or on behalf of the Architect that the Architect is an equal opportunity employer.

12.2.3 Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient compliance with this provision.

12.2.4 The Architect agrees to include the provisions of 12.2.1, 12.2.2, and 12.2.3 above in every subcontract over \$10,000 so that the provisions will be binding upon each subcontractor.

12.3 During the performance of this Agreement, the Architect agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on its behalf that it maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement in which the employees of the Architect are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

12.4 The requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. Federal accessibility laws and regulations are not part of, or necessarily compatible with, state or local laws, codes and regulations governing construction. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of submission to building authorities, and as they apply to the Project. Therefore, the Architect recommends the Owner obtain appropriate legal counsel with respect to compliance with the appropriate disability access laws.

12.5 The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees, to the extent caused by the Architect's negligent performance of professional services under this Agreement and that of its consultants or anyone for whom the Architect is legally liable. Neither the Owner nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others that they are not legally liable.

12.6 Architect's Services shall be limited to those expressly set forth in this Agreement. Architect shall have no other obligations or responsibilities for the Project except as agreed to in writing.

12.7 The Contractor and Subcontractors will be solely in control of the Project site and exclusively responsible for construction means, methods, scheduling, sequencing, jobsite safety and compliance with all Construction Documents and directions from Owner or building officials.

12.8 Only upon the written request or direction of Owner, any value engineering, substitutions, or other cost-reduction effort or analysis that results in similar evaluations, is performed on this Project, the Architect shall provide its opinion to the Owner with respect to proposed or requested changes in materials, products, systems, or equipment. The Architect shall be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested change(s). The Owner acknowledges that such changes may result in a reduction in

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the quality and performance of the materials, components, or project. Accordingly, the Architect shall not be responsible for such reduction in performance by incorporating such value engineered, substituted, or otherwise incorporated materials, products, systems, or equipment into the Project.

12.9 If the Owner directs the Architect to specify any product or material after the Architect has informed the Owner that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Owner waives all claims as a result thereof against the Architect.

12.10 The Architect and/or its consultant will prepare a plan indicating the locations for known existing subsurface infrastructure with respect to assumed locations of existing underground improvements. Such services by the Architect and/or its consultant will be performed in a manner consistent with the Architect's professional standard of care. However, such plans may not identify all existing underground infrastructure and that the information upon which the Architect reasonably relies may contain errors or may be incomplete. Therefore, the Owner agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the Architect for damages to existing underground infrastructure and improvements resulting from subsurface penetrations in locations established by the Architect that are based on properly filed and available records of said existing underground infrastructure.

12.11 This Agreement may be executed in one or more counterparts and shall be effective when all the Parties have signed a counterpart hereof. Electronic transmission of original signatures in .pdf or similar format are as final and binding as pen and ink originals executed and exchanged in the presence of all Parties.

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- 1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- 2 ~~Building Information Modeling Exhibit, if completed;~~

3 ~~Exhibits;~~

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this agreement.)*

~~Other Exhibits incorporated into this Agreement. Exhibits:~~

*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

4 ~~Other documents;~~

*(List other documents, if any, forming part of the Agreement.)*

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

Init.

*Michael Garrison*

OWNER (Signature)

Michael Garrison  
Chairman of Board of Commissioners  
Madison County, NC

(Printed name and title)

*Todd B. Davis*

ARCHITECT (Signature)

-Todd B. Davis  
Vice President  
Moseley Inc.

(Printed name, title, and license number, if required)

Int.

**Certification of Document's Authenticity**  
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 12:00:56 ET on 09/22/2025 under Order No. 4104248195 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

*Michael Gorrara*  
\_\_\_\_\_  
(Signed)

*Chair*  
\_\_\_\_\_  
(Title)

*1/13/21*  
\_\_\_\_\_  
(Dated)

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

**CONTRACTOR:** \_\_\_\_\_ Moseley, Inc. \_\_\_\_\_

**COUNTY DEPARTMENT:** \_\_\_ County Administration \_\_\_\_\_

**SUBJECT OF CONTRACT:** \_\_\_ Jail Pod Renovation- Engineering \_\_\_\_\_

**DATE/TERM OF CONTRACT:** \_\_\_ To Be Determined \_\_\_\_\_

**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 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, and/or litigation, 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 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.

**Acceleration Clause.** To the extent that any provision of the contract contains any acceleration of clause provision, said clause is deemed void and unenforceable.

**Assignment of Rights.** Neither party shall sign its rights under this contract without the express written agreement of the other party.

**Indemnity, Hold Harmless, Assumption of Risk.** To the extent that any provision of the Contract allows for any limitations on the Contractors liability, any waiver in the limits of the Contractor's liability, and/or any hold harmless or indemnification clauses in favor of the Contractor, those provisions are only effective and enforceable in the manner and to the extent provided by NC Law.

**Default and Remedies.** To the extent that any provision of the Contract addresses default and remedies, then those provisions are stricken in their entirety and are replaced with the following: "County and Contractor, in the event of default, shall have as remedies only those remedies provided by law relative to units of local government in the state of NC."

**Compliance with. E-Verify requirements.** As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the County utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.

For the Contractor: Judd B. Davis Title: Vice President

For Madison County: Michael Garrison Title: BOC Chairman

*This instrument has been pre-audited in the manner required by the local government budget and fiscal control act.*

By: Kay Leaford  
Madison County Finance Officer



# Madison County Commissioners Meeting

## Public Comment

January 13, 2026

7:00pm

Madison County Courthouse Temporary Facility

3 Minute Time Limit

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

Name

Signature

- 1.
- 2.
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- 19.
- 20.

Mike Tuziw  
Jimmy Rogers  
Bryant Lindsey

Mike Tuziw  
Jimmy Rogers  
Bryant Lindsey

**Madison County  
Board of Commissioners**

**Budget Amendment #6  
January 13, 2026**

<b>Description</b>	<b>Line Item</b>	<b>Debit</b>	<b>Credit</b>
<b>Library</b>			
State Aid	10.3611.3200		\$ 6,435.00
Friends of the Library	10.3611.4420		\$ 4,774.25
Donations	10.3611.4116		\$ 5,500.00
Harry Ditmore Fund	10.3611.3200		\$ 26.88
Erate Relmbursement	10.3611.4445		\$ 1,619.19
Electronic Resources	10.6110.2500	\$ 1,002.46	
Capital Equipment & Furniture	10.6110.5100	\$ 3,707.36	
Childrens Programming	10.6110.5801	\$ 500.00	
Books	10.6110.5610	\$ 6,435.00	
Library Operations	10.6110.5600	\$ 6,710.50	
<b>Sheriff's Office</b>			
Capital Equipment (Moseley Contract)	10.4310.5110	\$ 167,220.12	
<b>Nutrition</b>			
Rental Income	10.3552.3300		\$ 500.00
<b>Information Tech.</b>			
Software	10.4931.4000	\$ 10,663.00	
Email update			
<b>Child Support</b>			
Salaries	10.5373.1210	\$ 4,808.89	
Increase to pay out comp time			
<b>Parks and Rec</b>			
Salaries	10.6130.1210	\$ 1,518.53	
Increase to pay out comp time			
<b>Maintenance</b>			
Salaries	10.4261.1210		\$ 6,327.42
Taking lapsed salaries			
<b>Health Dept.</b>			
Salaries	10.5110.1210		\$ 30,000.00

FICA	10.5110.1810		\$	2,295.00
Retirement	10.5110.1820		\$	4,305.00
Professional Services	10.5110.1990	\$	36,600.00	
<b>Fairgrounds Capital Fund</b>				
Interest	43.3831.4910		\$	2,002.67
Construction	43.5211.5180	\$	2,002.67	
<b>Finance</b>				
Interest	10.3831.4910		\$	10,163.00
<b>Fund Balance</b>	10.2990.0000		\$	167,220.12
<b>School Helene Recovery Fund</b>				
Helene Recovery Fund	10.3591.2000		\$	532,328.00
Helene Recovery Fund	10.5911.6500	\$	532,328.00	
<b>Sales Tax</b>				
1/4 cent sales tax	10.3232.3115		\$	59,099.97
<b>Education/Schools</b>				
1/4 cent sales tax	10.5911.7200	\$	59,099.97	
<b>Contingency</b>	10.7000.0000			