

Monroe A. Miller, Jr.
2200 Camp Branch Road
Waynesville, NC 28786
September 3, 2022

Subject: Funding from Haywood Healthcare Foundation Suspended for Nicole Kott by Anthony Sutton.

Becky Johnson, dumb as a brick reporter for the Mountaineer, wrote that funding had been suspended for **Nicole Kott** by the Haywood Healthcare Foundation, **Anthony Sutton** speaking for the Foundation, in her article posted 9/2/2022.

‘Funding for Helping Hands of Haywood suspended following DWI crash’

https://www.themountaineer.com/news/funding-for-helping-hands-of-haywood-suspended-following-dwi-crash/article_0f01f6c6-2a87-11ed-bd3c-07bb6b1d9e0d.html

[**Editor’s Note:** The complete article appears at the end of this piece. The Mountaineer kindly provides all of the text for their articles in the html code for the article, so all you have to do is copy the code to your favorite word processor, find the article body, strip out the html tags, and there you have it.]

Although I don’t pay a lot of attention to the accuracy or tilt of articles by **Becky Johnson**, there are several things worth noting:

- Timing of the suspension. The accident occurred on July 9, 2022, yet **Becky Johnson** reported that Haywood Healthcare Foundation issued the suspension in an article dated 9/2/2022. That’s almost eight (8) weeks after the event. [?]
- The only place I had seen anything about this accident, (nothing in the local newspaper or local tabloid - that would be the Smoky Mountain News , etc.) was on www.haywoodtp.net. The first posting was on 8/29/2022, which were **Nicole Kott’s** previous criminal records and the Uniform Citation of the wreck. A detailed account of her accident was posted then next day on 8/30/2022.
- **Becky Johnson’s** article was posted two (2) days after that, which allows two (2) days for the Haywood Healthcare Foundation to call an emergency meeting to scramble and figure out what to do, resulting in suspending **Nicole Kott’s** \$120,000 grant.

The only thing I can surmise, is that the executive board of the Haywood Healthcare Foundation **must be reading stuff on** www.haywoodtp.net, because it ain’t anywhere else.

[**Editor’s Note:** Smiley face.]

Still to come...

The only documentation in her case file, 22CR702451, is the Uniform Citation. Her trial date has been scheduled for 11/3/2022. Between now and then, additional information should be released, which will most likely be posted on www.haywoodtp.net when available. It should contain answers to questions, such as:

- How fast was **Nicole Kott** going when she ran off the road?
- How fast was **Nicole Kott** going when she hit the tree?
- What was **Nicole Kott’s** blood alcohol level (presuming she did not do a breath test)?
- How many legs did **Nicole Kott** break?
- How long did **Nicole Kott** stay in the hospital?

So, who was running the business during her stay in the hospital, and was she abiding by the terms of The Agreement she and **Gary Caldwell** signed for the Town of Waynesville - AGREEMENT OF PROGRAM SUBSIDY TO TEMPORARILY HOUSE INDIVIDUALS EXPERIENCING HOMELESSNESS, dated 8/18/2021?

Nicole Kott has to use up the remaining balance of her last disbursement of \$8,750 provided in July 2022 before she can request additional funding. According to Section 2, "Helping Hands shall provide the Town with receipts of every transaction made using money awarded through the American Rescue Plan". But there is that pesky Section 8, the Confidentiality clause, where all of Helping Hands receipts are confidential. How is anyone to know?

The entire signed contract is also copied at the end of piece for you to look at. This time, The Agreement has been highlighted to determine what cause the Town has to suspend the balance of her funds of \$35,000, to be approved at an October 2022 Aldermen Meeting. Since the Haywood Healthcare Foundation has not provided, to date, the Agreement, if any, they have with Nicole Kott, we won't know if the criteria for suspension will be the same.

There are two (2) common denominators here, that is that two of the people who are on the Haywood Healthcare Foundation, are also on the Town of Waynesville Board of Aldermen (what a coincidence!).

- **Anthony Sutton**
- **Julia Freeman**

So, if both of these people are on the executive board of the Haywood Healthcare Foundation, **Anthony Sutton** being the Chair of the Haywood Healthcare Foundation, suspended funds for Helping Hands of Haywood, and are both Aldermen for the Town of Waynesville, simple logic would suggest that both **Anthony Sutton** and **Julia Freeman** would also vote to suspend the remaining payment of \$35,000 at the October Aldermen meeting. All that would be needed is one additional Aldermen to vote against the disbursement, and that would be it.

Isn't **Nicole Kott** supposed to be the persona of a (democrat/socialist/marxist) do-gooder setting an example for drug / substance abuse folks to follow the road to recovery? How is that when she runs into a tree, driving drunk? This can't be the image the Town of Waynesville wants to portray by giving **Nicole Kott** \$70,000 in grant funds from the American Rescue Plan.

My recommendation, is that they not only deny the balance of the disbursement, but they demand that **Nicole Kott** return the original \$35,000 already provided to her.

Let's see how things develop closer to the October meeting. Maybe we will know enough about how each member of the Board of Aldermen is likely to vote on this.

Don't forget to review **Becky Johnson's** article and **The Agreement** which follows.

Monroe A. Miller, Jr.

A fledgling nonprofit that's been a lifeline to the underserved homeless population in Haywood County has suffered a setback following a tragic DWI accident by one of its founders.

What began as a grassroots volunteer effort to fill a gap in services for the homeless, Helping Hands had finally earned its stripes as a nonprofit and landed a \$120,000 grant from the Haywood Healthcare Foundation. The grant, awarded in early July, provided Helping Hands with funding for two full-time staff to carry out its mission. But less than two weeks later, founder-turned-director Nicole Kott got in a serious wreck and was charged with a DWI. She was alone in the car and no other vehicles were involved.

The executive board of the Haywood Healthcare Foundation decided this week to suspend the funding for Helping Hands. "The Foundation is actively reviewing the criteria for the grant awarded to Helping Hands and has suspended all future payments at this time," according to a statement from the board. The foundation will revisit the status of the grant following Kott's court date in November. Meanwhile, Kott, a young mother who spent weeks in the hospital following the accident, may never fully recover from her injuries. The scores of people Kott helped over the past three years are reeling from the news. "Anytime anyone needed anything she was there — it didn't matter whether it was 11 at night or 5 in the morning. She made sure everyone had food and clothes, and if we needed a ride anywhere she made sure we had a ride," said Tessa Upton. "She did it all as a volunteer, even if it meant putting her family on the back burner to help people." Upton found herself and two small children on the verge of homelessness last winter after her grandmother's boyfriend hit her and kicked them out of the house. She'd heard of Helping Hands, which partnered with local hotels to provide temporary shelter for people in need, and reached out to Kott. "Within two hours she called me back and told me she had a room cleaned out. Me and my kids would have been on the street without her. It was the dead of winter, and we would have froze to death," Upton said. "I had zero options. I honestly don't know what I would have done. She was literally a guardian angel." Kott did more than simply putting homeless people up in hotel rooms, however. She drove them to COVID vaccine clinics, gave them rides to mental health counseling and got them to attend Narcotics Anonymous meetings. Kott is now finally back home, but still very much in recovery. She said she is thankful no one else was hurt by her actions. "I know it could have been so much worse," Kott said. "I'm thankful no one else was involved."

Chain of events

The accident occurred along U.S. 276 in Cruso. Kott was on the way back home to Waynesville when she ran off the road, down into the woods and hit a tree. She wasn't wearing a seatbelt, according to police reports. It was around 10:30 p.m., and Kott had been with her husband and kids at a social gathering along the Pigeon River. They had driven separately, and the kids rode home with Kott's husband. There were several bottle caps and two empty beer bottles in the vehicle, including an open beer that was still cold, according to police reports. Her husband confirmed to officers on the scene that Kott had been drinking. While Kott faces a long road ahead, what she regrets most is those she let down. "I am sorry I let our community down," Kott said. "I love this community and will forever regret that decision."

Future of Helping Hands

When Helping Hands formed in 2019, it was a labor of love for volunteers who saw a need and stepped in. They connected with homeless people who were falling through the cracks — often due to drug or alcohol use or mental illness that made them resistant to seek help through the traditional

social service network and weren't eligible for the Pathways Center, which requires clients to be clean. Other times, like with Upton, they were simply down on their luck, but the Pathways Center didn't have space. So Helping Hands began finding hotels willing to shelter homeless people at discounted rates, initially relying on donations from local churches. Volunteers gave them rides to drug counseling and doctors appointments, connected them with resources for food and clothing, and provided moral support — often becoming a stepping stone to enter more formal services. Kott was always at the center of Helping Hands. “She never discriminated against anybody — if you were black, purple, yellow, striped, fat, skinny. She never looked at anyone like they were damaged or wounded,” Upton said. “She had a compassionate, energetic heart, and she could connect with anybody. She is one of a kind.” Helping Hands' work eventually garnered funding from the Waynesville town board, which earmarked \$35,000 a year for two years to help pay for hotel rooms. The town funding, now in its second year, is strictly limited to reimbursements for rooms based on receipts. Then came the \$120,000 grant awarded by the Haywood Healthcare Foundation in July. It was going to be a game changer for Helping Hands, catapulting them from a grassroots effort relying on donations to a bona fide nonprofit with two full-time staff. Kott's dream would finally be realized to carry out a mission she'd been doing for free up until then. Now, that's all unraveled. She never got to step into the role of a paid director, with the accident happening just nine days after the grant award. “Ms. Kott's story is far more common that people realize,” Ellen Pitt, with the WNC chapter of Mothers Against Drunk Driving. “For the past 20 years, I've watched lives, careers and families irrevocably destroyed by the decision to use alcohol and other drugs.” In Haywood County, 263 people were charged with DWIs during the 2021-2022 fiscal year. “That is 263 times that a person or persons could have died because of decisions like the one Ms. Kott allegedly made on July 9,” Pitt said.

Why suspend the grant?

The Haywood Healthcare Foundation gives out hundreds of thousands in grants to local nonprofits annually, thanks to proceeds from the sale of Haywood Regional Medical Center. The foundation was entrusted by county commissioners to serve as stewards of the money, dolling it out for programs and initiatives that improve the health and wellness of residents. While the hospital sale netted the county \$18 million, the foundation only spends the interest each year to preserve the principle in perpetuity. The interest alone is enough to make a major mark in the community, however. The latest round of grants awarded this summer totaled nearly \$500,000 to 18 agencies and nonprofits. The work being carried out by Helping Hands met the foundation's mission, according to Anthony Sutton, chair of the foundation board. “Helping Hands was providing a much-needed service to individuals in Haywood County,” Sutton said. “They were working with multiple medical facilities in the area to get people the healthcare that they needed, including access to housing and mental healthcare.” However, as stewards of public county money, the foundation board decided it was necessary to suspend the grant. So far, only \$800 of the \$120,000 grant had been disbursed. Other grants awarded by the foundation in July ran the gamut from playground equipment for special needs kids, loaner medical equipment, nutrition counseling for low-income cancer patients, dental care for the poor, sexual assault education for youth, life rehabilitation programs by the Pathways Center, and early childhood development education for low-income mothers.

Helping Hands of Haywood

Review of Contract

SEP 3 2022

This AGREEMENT OF PROGRAM SUBSIDY TO TEMPORARILY HOUSE INDIVIDUALS EXPERIENCING HOMELESSNESS is made and entered into this the 18th day of August, 2021 by and between the TOWN OF WAYNESVILLE, a North Carolina municipal corporation, herein known as "the Town", and HELPING HANDS OF HAYWOOD, a North Carolina nonprofit corporation, herein known as "Helping Hands".

1. Amount of Grants

The Town shall incrementally grant Helping Hands a total sum of \$70,000 over a period of two years for the purpose of subsidizing Helping Hands' program to temporarily house individuals experiencing homelessness. The increments of which the Town will subsidize Helping Hands are specified in table 1 below. This agreement relies solely upon the Federal and State disbursement of American Rescue Plan funds to the Town of Waynesville. If for any reason the Federal government or the North Carolina State government fails to disburse American Rescue Plan funds to the Town of Waynesville, then this agreement shall be considered void.

Table 1

	Month of Disbursement	Amount of Disbursement
Increment 1	October, 2021	✓ \$8,750
Increment 2	January, 2022	✓ \$8,750
Increment 3	April, 2022	✓ \$8,750
Increment 4	July, 2022	✓ \$8,750
Increment 5	October, 2022	○ \$35,000

2. Requirements

Following increment 1, in order to be considered eligible for the next increment of funding disbursement Helping Hands shall present to the Board of Aldermen a written report which outlines 1) how much money Helping Hands received in the prior increment of funding disbursement, 2) how Helping Hands spent any money that was received in the prior increment of funding disbursement, 3) if Helping Hands did not spend all of the money received in the prior increment of funding disbursement then this report shall indicate why that money was not spent and Helping Hands shall outline their plan to spend the money in the future. Helping Hands shall provide the Town with receipts of every transaction made using money awarded through the American Rescue Plan. All money awarded to helping hands for the purpose temporarily housing individuals experiencing homelessness shall be spent by July 1, 2023. Any money awarded by the Town to Helping Hands which is not spent by July 1, 2023 shall be reimbursed to the Town.

3. Failure to Provide Program

If for any reason Helping Hands ceases to provide the service of temporarily housing individuals experiencing homelessness, then the Town shall withhold disbursement of American Relief Plan funds until that service is continued by Helping Hands. Helping Hands shall use funding provided by the Town solely for the purpose of temporarily housing individuals experiencing homelessness. If any amount of funding provided by the Town is used for programs, activities, or ventures other than the temporary housing of individuals experiencing homelessness, then Helping Hands shall reimburse the Town for the full amount of money spent outside the terms of this agreement.

4. Public Purpose

Helping Hands and the Town acknowledge that all monies the Town appropriates and expends to temporarily house individuals experiencing homelessness, as provided in this agreement, are for a *bona fide* public purpose and are expended in good faith reliance on the Act. If this agreement or the grants are challenged or are threatened to be challenged, (i) the Town will promptly notify Helping Hands in writing, (ii) Helping Hands will have the right to participate in the defense of any challenge at its own expense and with counsel of its choosing, and (iii) the Town will defend this Agreement and the Grants from those challenges. Helping Hands will provide reasonable assistance (excluding financial assistance) the Town requests in connection with any such defense.

5. Right to Terminate by Helping Hands

Helping Hands may terminate this agreement at any time. Upon termination of this agreement by Helping Hands, Helping Hands shall reimburse the Town for any money which had been disbursed to, but not spent by Helping Hands.

6. No Pledge of Faith or Delegation of Powers

No provision of this Agreement will be construed or interpreted as creating a pledge of the faith and credit of the Town within the meaning of any constitutional debt limitation. The parties acknowledge that the scope, term and duration of this Agreement are in all events reasonable. No provision of this Agreement shall be construed or interpreted as delegating governmental powers or as a donation or a lending of the credit of the Town within the meaning of the North Carolina Constitution.

7. Equivalent Incentives

If the Grants, or any portion of the Grants, are deemed by a court of competent jurisdiction to be *ultra vires* or not authorized by the laws or Constitution of the State of North Carolina, then the Town shall not be considered obligated to provide equivalent services to Helping Hands as allowed by law.

8. Confidentiality

The parties expressly acknowledge that the Town is an entity covered by N.C.G.S. Chapter 132, the Public Records Act, N.C.G.S. 132-1.1 regarding "confidential information." Provided Helping Hands complies with N.C.G.S. 132-1.1 regarding the designation of confidential or trade secret information, the Town will keep confidential and will not disclose or publish any of Helping Hands' confidential information as defined in N.C.G.S. 132-1.2, will keep all records evidencing such trade secrets marked as "confidential trade secrets," and will keep all such records segregated in the Town's files. If the Town receives a request, subpoena, or court order to disclose any information or records Helping Hands or its representatives have provided or provide in the future relating to this Agreement, the Town will give Helping Hands prompt written notice of the request, subpoena or court order and will discuss any proposed disclosure of such information or records with Helping Hands (and, to the extent possible, give Helping Hands the opportunity to contest any disclosure of information or records believes should not be disclosed) before

making any such disclosure. **The Town will not be liable in damages for the disclosure of any information that is a public record or when such disclosure is pursuant to the order of a court of competent jurisdiction.**

9. Non-Discrimination

During the performance of this agreement Helping Hands shall not discriminate against any employee, applicant for employment, or applicant considered for temporary housing because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Helping Hands shall take affirmative action to ensure that applicants for employment, employees, and applicants considered for temporary housing are treated equally, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: selection for program, employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Helping Hands shall in all solicitations or advertisement for employees placed by or on behalf of Helping Hands, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

10. ASSIGNMENT, SUCCESSORS AND ASSIGNS

Without the Town's written consent, which the Town may choose to give or not give in its sole discretion, Helping Hands shall not assign (which includes to delegate) any of its rights or duties that arise out of this Agreement. The Town Manager and Town Attorney, jointly, may consent to an assignment without action by the Town Board. Unless the Town otherwise agrees in writing, Helping Hands and all assignees shall be subject to all of the Town's defenses and shall be liable for all of Helping Hands' duties that arise out of this Agreement and all of the Town's claims that arise out of this Agreement. Without granting Helping Hands the right to assign, it is agreed that the duties of Helping Hands that arise out of this Agreement shall be binding upon it and its successors, and assigns.

11. CHOICE OF LAW AND FORUM

This Agreement shall be deemed made in Waynesville, Haywood County, North Carolina. This Agreement shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice, in Haywood County. Such actions shall neither be commenced in nor removed to federal court. This subsection shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

12. MODIFICATIONS AND ENTIRE CONTRACT

A modification of this Agreement is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the Town unless the Town Manager signs it for the Town. This contract contains the entire agreement between the parties pertaining

to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

13. PERFORMANCE OF GOVERNMENT FUNCTIONS

Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

STATE OF NORTH CAROLINA
COUNTY OF HAYWOOD
TOWN OF WAYNESVILLE

I, Esther Coulter, a Notary Public of said County and State, certify that Eddie Ward personally came before me this day and acknowledged that she is the Town Clerk for the Town of Waynesville, and that by authority duly given and as the act of the body politic, the foregoing instrument was signed in its name by its Mayor Gary Caldwell, sealed with its corporate seal and attested by herself as its Clerk.

WITNESS my hand and seal this the 18th day of August, 2021.

Esther G. Coulter
Notary Public

My Commission Expires July 26, 2025
My commission expires:



HELPING HANDS OF HAYWOOD

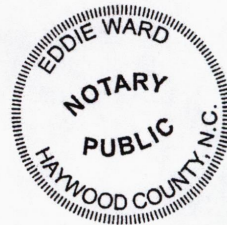
I, Eddie Ward, a Notary Public of said County and State, certify that - Nicole Kott personally came before me this day and acknowledged that he/she is EXECUTIVE DIRECTOR for HELPING HANDS OF HAYWOOD a nonprofit 501(c)(3) corporation and that he/she being authorized to do so, executed the foregoing instrument on behalf of HELPING HANDS OF HAYWOOD.

WITNESS my hand and seal this the 18th day of August, 2021.

Eddie Ward
Notary Public

My commission expires:
4-18-25

NOTARIAL SEAL)



Entered into this 18 day of August, 2021.

TOWN OF WAYNESVILLE:

BY: Gary Caldwell
Gary Caldwell, Mayor

HELPING HANDS OF HAYWOOD

BY: [Signature]
Nicole Kott, Executive Director

ATTEST:

Eddie Ward
Eddie Ward, Town Clerk
(SEAL)

