

The Madison County Board of Commissioners met in regular session on Tuesday, June 13, 2023, at 7:00 p.m. at the North Carolina Cooperative Extension-Madison County Center located at 258 Carolina Lane, Marshall, North Carolina.

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

The meeting was called to order at 7:01 p.m. by Chairman Wechtel and the Pledge of Allegiance and moment of silence were observed.

**Agenda Item 1: Agenda Approval**

County Manager Rod Honeycutt requested consideration of the Board to amend the agenda to include the following:

- Item 9e-School Needs Based Capital Funds Disbursement
- Item 9f- County Owned Surplus Property

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

**Agenda Item 2: Consent Agenda**

- a. Tax Refunds and Releases (Attachment 2.1)
- b. Kania Law Firm Tax Foreclosure Update (Attachment 2.2)
- c. Everview Master Services Agreement (Attachment 2.3)
- d. Community Transportation Program Section 5311 Funding Addition (Attachment 2.4)
- e. Juvenile Crime Prevention Council 2023-2024 Certification (Attachment 2.5)
- f. Juvenile Crime Prevention Council Resolution (Attachment 2.6)
- g. Transportation Authority FY25 5310, 5307, 5311, 5339 Combined Capital Grant Application (Attachment 2.7)
- h. Approval of May 2, 2023 (Special) Meeting Minutes; May 8, 2023 (Special and Recessed) Meeting Minutes; May 9, 2023 (Special and Recessed) Meeting Minutes; May 9, 2023 (Regular) Meeting Minutes; May 16, 2023 (Special) Meeting Minutes; May 30, 2023 (Special) Meeting Minutes

Chairman Wechtel discussed Agenda Item 2b and provided information regarding the next sale of tax foreclosure property.

Upon motion by Commissioner Wyatt and second by Commissioner Hensley with discussion by the Board and counsel being provided by County Attorney Laws regarding the need for clerical corrections on Agenda Item 2c and Agenda item 2g, the Board voted unanimously to approve the consent agenda with the amendment of the information.

**Agenda Item 3: Public Comment**

No public comment was received.

**Agenda Item 4: Joy Coelho, Bear River Lodge Community Association Director**

Ms. Coelho presented and discussed the Resolution Designating Native Pollinator Habitat Month with the Board and read the Resolution into record as well as answered questions from members of the Board.

Upon motion by Chairman Wechtel and second by Commissioner Hensley, the Board voted unanimously to approve. (Attachment 4.1)

**Agenda Item 5: Public Hearing-Limited Moratorium Ordinance on Data Processing Facilities**

**a. Presentation of Moratorium Ordinance-Brad Guth, Development Services Director**

Mr. Guth presented and discussed the proposed Limited Moratorium Ordinance on Data Processing Facilities, a copy of which is hereby attached to the Madison County Ordinance book.

Information discussed by Mr. Guth included the function of the proposed Moratorium Ordinance, duration, allowances, and compliance of the County's Land Use Ordinance.

Chairman Wechtel opened the public hearing.

**b. Public Comment**

Chairman Wechtel opened the floor for public comment with none being received.

Upon motion by Commissioner Wyatt and second by Commissioner Hensley, the Board voted unanimously to close public comment.

**c. Discussion**

Discussion was had by the Board and Mr. Guth regarding data processing facilities, actions taken on behalf of other counties, and how to proceed with planning.

**d. Consideration of Adoption**

Upon motion by Chairman Wechtel and second by Commissioner Wyatt, with discussion being had by the Board and Mr. Guth regarding the need for incorporation of the Items in the Moratorium into a timeline for completion, the Board voted unanimously to approve the Moratorium per the Resolution. (Attachment 5.4)

**Agenda Item 6: Tammy Cody, Health Director**

**a. Opioid Settlement Planning**

Ms. Cody presented and discussed planning options available for consideration of the Opioid Settlement and expenditure of funds as well as provided information regarding a previous community engagement session aimed at facilitating a means for public input. She requested consideration on behalf of the Board to authorize expenditure and programming allowance from either Track A or Track B as allowable by the North Carolina Memorandum of Agreement. She also requested the authorization for the facilitation of a community survey to assist with strategies and solicit comments from community members noting that further information would be presented to the Board for additional consideration. Discussion was had by members of the Board and Ms. Cody, and staff regarding the proposed survey, strategies, and specifics for options provided for in both Track A and Track B.

Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to select Track A and authorize the County Manager to work with Matthew, Tammy, and staff to develop the survey for the community and implement it.

**b. Updated Health Department Fee Schedule**

The updated fee schedule for the health clinic was presented by Ms. Cody who discussed proposed changes and noted that the schedule was previously approved by the Board of Health. Information discussed included insurance reimbursements, costs of services, and items removed from the schedule. Upon motion by Commissioner Hensley and second by Chairman Wechtel, the Board voted unanimously to approve the clinic fee schedule.

Ms. Cody presented the updated fee schedule for the dental clinic and noted that more detailed changes for additional consideration of the Board would be made in the future. Upon motion by Commissioner Wyatt and second by Commissioner Hensley, the Board voted unanimously to approve the dental center fees as proposed.

The updated fee schedule for Environmental Health was presented by Ms. Cody who discussed the information as well as answered questions regarding proposed changes and additions and the necessity of the changes due to growth in the County. Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to accept the revised schedule as presented. (Attachment 6.2)

**c. State of the County Health Report**

Ms. Cody presented and discussed the State of the County Health Report with the Board as well as offered to answer questions from members of the Board. Information discussed included programming, initiatives, resources, and community priorities.

Additionally, information regarding the medication assistance program geared to provide over the counter medications to those with a need was discussed by Ms. Cody who noted that an initiative would be held in conjunction with a health fair in August 2023.

**Agenda Item 7: Kary Ledford, Finance Officer**

**a. Budget Amendment #12**

Ms. Ledford presented and discussed Budget Amendment #12 for consideration of the Board and answered questions from members of the Board.

Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, the Board voted unanimously to approve Budget Amendment #12. (Attachment 7.1)

**b. Financial Report**

The May 2023 financial report was presented to the Board by Ms. Ledford who discussed information contained in the report. (Attachment 7.2)

**Agenda Item 8: Matt Wechtel, Board of Commissioners Chairman**

**a. State of the County Address**

Chairman Wechtel presented the State of the County Address which included a progress report of initiatives on behalf of the Board during the first six months in office. Information discussed included accomplishments, projects, increased staffing and services offered by the County, and initiatives taken on behalf the Board.

Information regarding the elimination of unneeded positions and programming, salary increases for staff excluding the Board of Commissioners, the staffing of pertinent county positions including the County Manager and vacant departmental directors, increases in budgetary allocations for capital improvement and departments including the school system, elimination or reduction of unfunded liabilities, grant projects including the Marshall and Mars Hill water connector on Highway 213 in Marshall, necessary updates to provide for the administration of the Land Use Ordinance, and the creation of new county advisory boards were discussed by Chairman Wechtel.

Members of the Board provided comments and addressed County staff members as well as members of the community to express their appreciation.

**b. French Broad River Metropolitan Planning Organization**

Information regarding the County's membership of the French Broad River Metropolitan Planning Organization was discussed by Chairman Wechtel who noted that changes in the most recent census have affected the County's membership making membership by the County optional, but a requirement for the Town of Mars Hill to remain a member as the Town is now the only community in the County with a dense enough population to be a member.

Upon motion by Chairman Wechtel and second by Vice-Chairman Garrison, the Board voted unanimously to remain in the Land of Sky Rural Planning Organization continuing to go forward with the program.

**Agenda Item 9: Rod Honeycutt, County Manager**

**a. County Manager's Update**

Mr. Honeycutt discussed an update on the progress of milestones and gates for the development of regulations related to the Limited Moratorium on Biomass Energy Related Development currently in place for the County. Information included a roadmap of the process and public engagement sessions.

**b. Right of Way Easement Consideration**

A requested power line right of way easement on behalf of French Board Electric Membership Corporation was presented for consideration and discussed with the Board by Mr. Honeycutt who noted that the proposed easement would allow for the addition of power service to the community at Ebbs Chapel by providing a connection for already installed power service on County owned property at Ebbs Chapel to connect the opposite side of Laurel Valley Road. Discussion was had by the Board and Mr. Honeycutt.

Chairman Wechtel called for a motion to approve the County Manager entering into an easement discussion agreement with French Broad Electric and neighboring property owners. Motion was provided by Commissioner Wyatt with second by Chairman Wechtel. Discussion was had by the Board with counsel being provided by County Attorney Laws who clarified that the consideration would be to execute the French Broad Membership easement and the Board voted unanimously to approve. (Attachment 9.2)

**c. Public Safety Board By-Laws Amendments**

Proposed amendments to the Public Safety Board were presented for consideration of the Board by Mr. Honeycutt who noted that the proposed changes would amend the previously approved By-Laws by allowing for the necessary proposed adjustments. Discussion was had by the Board and Mr. Honeycutt with counsel being provided by County Attorney Laws regarding the purpose of the Board and proposed changes to the By-Laws as well as the additional recommendation by the Board to include two (2) designees of the Firefighter's Association to serve six (6) months each.

Additional discussion was had by the Board and Vice-Chairman Garrison regarding the function of the Public Safety Board.

Upon motion by Commissioner Wyatt and second by Chairman Wechtel, the Board voted unanimously to approve the changes proposed by the County Manager for the Madison County Public Safety Board including the addition of a twelfth voting member of the

Board being from the Madison County Firefighter's Association with a six (6) month term each versus a three (3) month term. (Attachment 9.3)

**d. County Board Appointments**

Mr. Honeycutt presented and discussed the vacancy of the Jury Commission for consideration of the Board. Upon motion by Commissioner Briggs and second by Commissioner Hensley, the Board voted unanimously to reappoint Clayton Willis.

Discussion by Mr. Honeycutt and the Board was had regarding vacancies for the Nursing Adult Home Community Advisory Committee. Upon motion by Vice-Chairman Garrison and second by Chairman Wechtel, the Board voted to table the Nursing Board appointments until sufficient applicants are received. Further discussion was had by the Board.

**e. Schools Needs Based Capital Funds Disbursement**

The request from the School System for distribution of funds from the Schools Needs Based Grant was presented by Mr. Honeycutt for consideration of the Board. Discussion was had by the Board and Finance Officer Kary Ledford.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to approve. (Attachment 9.5)

**f. County Owned Surplus Property**

A bid for property identification number 9716-75-8207 was presented for consideration of the Board by Mr. Honeycutt who noted that if accepted, the upset bid process would begin. Chairman Wechtel discussed the upset bid process.

Upon motion by Chairman Wechtel and second by Commissioner Wyatt with discussion being had by the Board, the Board voted unanimously to approve the \$10,000.00 bid on pin number 9716-75-8207 and begin the upset bid process.

**Agenda Item 10: Adjournment**

Upon motion by Commissioner Wyatt and second by Commissioner Briggs, the Board voted unanimously to adjourn at 8:50 p.m.

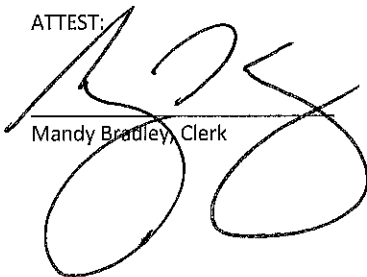
This the 13th day of June 2023.

MADISON COUNTY



Matt Wechtel, Chairman  
Board of Commissioners

ATTEST:



Mandy Bradley, Clerk

Madison County Board of  
Commissioners Agenda  
June 13, 2023

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. Kania Law Firm Tax Foreclosure Update
  - c. EverView Master Services Agreement
  - d. Community Transportation Program Section 5311 Funding Addition
  - e. Juvenile Crime Prevention Council 2023-2024 Certification
  - f. Juvenile Crime Prevention Council Resolution
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3. Public Comment
4. Joy Coelho, Bear River Lodge Community Association Director  
Resolution Designating Native Pollinator Habitat Month
5. Public Hearing-Limited Moratorium Ordinance on Data Processing Facilities
  - a. Presentation of Moratorium Ordinance-Brad Guth, Development Services Director
  - b. Public Comment
  - c. Discussion
  - d. Consideration of Adoption
6. Tammy Cody, Health Director
  - a. Opioid Settlement Planning
  - b. Updated Health Department Fee Schedule
  - c. State of the County Health Report
7. Kary Ledford, Finance Officer
  - a. Budget Amendment #12
  - b. Financial Report
8. Matt Wechtel, Board of Commissioners Chairman
  - a. State of the County Address
  - b. French Broad River Metropolitan Planning Organization
9. Rod Honeycutt, County Manager
  - a. County Manager's Update
  - b. Right of Way Easement Consideration
  - c. Public Safety Board By-Laws Amendments
  - d. County Board Appointments
  - e. School Needs Based Capital Funds Disbursement
  - f. County Owned Surplus Property
10. Adjournment

Tax Year	Bill Number	Parcel #	Source Type	Adjustment #	Adjusted Reason	Date of Adj.	Refund Recipient Name	Refund Address Line 1	Refund City	Refund State	Refund Zip Code	Jurisdiction	Refund Amount (\$)	Includes Negative Refund	MADISON Portion Refund (\$)	SOLID WASTE FEES	Fire District	Fire Refund (\$)
2019	0000017285-2019-2019-0000-00		IND	4108	Sold/Trade	5/22/2023 2:16:22 PM	BUCH, MARCO FRANCESCO	435 MOUNTAIN COVE RD.	MARSHALL	NC	28753	MADISON	35.09	N	35.09	0.00		0.00
2020	0000017285-2020-2020-0000-00		IND	4107	Sold/Trade	5/22/2023 2:16:22 PM	BUCH, MARCO FRANCESCO	435 MOUNTAIN COVE RD.	MARSHALL	NC	28753	MADISON	31.03	N	31.03	0.00		0.00
2021	0000017285-2021-2021-0000-00		IND	4106	Sold/Trade	5/22/2023 2:16:21 PM	BUCH, MARCO FRANCESCO	435 MOUNTAIN COVE RD.	MARSHALL	NC	28753	MADISON	4.40	N	4.40	0.00		0.00
2022	0000017285-2022-2022-0000-00		IND	4105	Sold/Trade	5/22/2023 2:16:20 PM	BUCH, MARCO FRANCESCO	435 MOUNTAIN COVE RD.	MARSHALL	NC	28753	MADISON	4.62	N	4.62	0.00		0.00
2022	000001523-2022-2022-0000-00	1484	REI	4103	Landfill error	5/9/2023 4:48:38 PM	MEADOWS, RONNIE LEE	707 ANDERSON BRANCH RD	MARSHALL	NC	28753	MADISON	180.00	N	0.00	180.00		0.00
													Subtotal		255.14	75.15	180.00	0.00

Authorization

Date: 6/1/2023

Report run: 6/5/2023 8:51:57 AM  
 as of: 6/4/2023 7:10:55 PM

TR-304 Bill Release Report

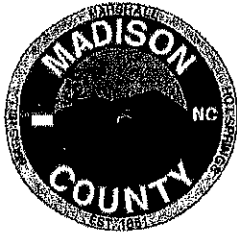
NCPTS V4

Report Parameters:

Release Date Start: 5/1/2023 Release Date End: 5/31/2023  
 Tax District: ALL

Sort-By: Bill #, Taxpayer Name, Release Date, Billing Date, Operator ID, Release Amount  
 Grouping: No Grouping

#	Taxpayer Name	Bill Date	Release Reason	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after
10000841-2022-2022-0000-00-REG	KING, REGINA FREDERICK	8/21/2022	Landfill error	DIANA	5/9/2023	2,373.75	360.00	2,013.75
10001323-2022-2022-0000-00-REG	MEADOWS, RONNIE LEE	8/21/2022	Landfill error	DIANA	5/9/2023	858.00	180.00	678.00
10568323-2022-2022-0000-00-REG	BALL, KERMIT D	8/21/2022	Landfill error	APRIL	5/9/2023	2,170.77	181.99	1,988.78
<b>total</b>							<b>721.99</b>	<b>721.99</b>



## Tax Department

Diana Norton  
Tax Administrator

### Attachment 2.2

**Date:** June 2, 2023  
**To:** Board of Commissioners  
**From (Department):** Tax Department  
**Presenter: (Name):** Diana Norton  
**Re:** Kania Law Firm Update

We will be having a sale on June 15<sup>th</sup> at the Courthouse. This sale includes 5 different properties.

**Attached Document:**

**Recommended Action:** None



**EVERVIEW MASTER SERVICES AGREEMENT**

This EverView Master Services Agreement ("Contract") made effective as of May 5, 2023 is between Output Services Group, Inc. (collectively with its subsidiaries and affiliates "EverView"), with its place of business at 900 Kimberly Drive, Carol Stream, IL 60188, and Madison County, NC ("Client"), with its place of business at ~~5707 US-2670~~, Marshall, NC 28753 Collectively, EverView and Client shall be referred to as "Parties" and individually each shall be referred to as "Party".

WHEREAS, the Client desires to engage EverView, and EverView agrees to provide the Client with Services in accordance with the terms of the Contract.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties hereto agree as follows:

**1) SCOPE OF THE CONTRACT**

- a) EverView agrees to provide the Client with services as described in Exhibit A ("Services"), and Client agrees to purchase the Services exclusively from EverView.
- a) Client acknowledges and consents that certain of the Services performed under this Contract shall be provided and/or performed on behalf of Output Services Group, Inc. ("OSG") by Affiliates of EverView (each, an "EverView Affiliate"). EverView acknowledges and agrees that it is responsible for each EverView Affiliate's compliance with the terms and conditions of this Contract (including each SOW executed hereunder) and that EverView shall be liable to Client for the acts and omissions of each EverView Affiliate to the same extent that liability to Client would accrue under this Contract as if such acts or omissions had been performed or made by EverView. As used in this Contract, "Affiliates" means any person or entity that directly or indirectly controls, is controlled by or is under common control with a person or entity, and "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies a person or entity, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have correlative meanings.

**2) TERM**

- a) The term of this Contract shall begin with the Client's first live production run with EverView or 6.1.2023, whichever date occurs first, and shall continue for a period of thirty-six (36) months ("Initial Term"). At the end of the Initial Term, the Contract shall automatically renew for successive twelve (12) month terms ("Renewal Term"), unless either Party provides notice of non-renewal at least ninety (90) days prior to the end of the current Term of the Contract.

**3) PRICING AND BILLING**

- a) The fees for the Services shall be listed in the attached Exhibit B ("EverView Prices").
- b) EverView may change or increase the prices it charges Client for any Service at any time to reflect changes in rates from independent third parties such as the postal authorities ("Postal Charges") and suppliers of materials such as paper and envelopes. Postal Charges may include changes made by the United States Postal Service ("USPS") to the actual postage rates or to the presort discounts. In addition, EverView may increase prices annually by the greater of 5% and the aggregate change in the Consumer Price Index for the 12 months immediately preceding the increase. Annual increases may only be made once every 12 months by delivering written notice of such increase at least thirty (30) days prior to the effective date of said increase.



- c) All invoices for Services, including processing fees, and any costs and expenses, shall be due and payable in full by Client thirty (30) days of the invoice date. EverView may suspend production or provision of the Services if an past due invoice is not paid within five (5) days following written notice from EverView.
- d) In the event of any good faith dispute with respect to any invoices, Client shall provide notice of such dispute to EverView no later than thirty (30) days after the date of the invoice. In the event that an invoice is disputed in accordance with the provisions of this subsection, the parties agree that they shall cooperate in good faith to resolve such dispute prior to the due date. In the event that the dispute is not so resolved and unless EverView agrees otherwise in writing, Client shall pay all undisputed amounts to EverView on the due date.
- e) The Client shall be responsible for payment of all applicable federal, state, and local taxes, including, but not limited to sales, excise, use and taxes. Exemption from tax payment will be allowed if the Client presents written proof of exemption and a valid tax exemption number.
- f) All invoices shall be payable to EverView in the form of checks, ACH or wire transfers.

#### **4) COSTS AND EXPENSES**

- a) Client shall be responsible for the payment of all costs and expenses incurred by EverView, including, but not limited to expenses for: postage, shipping, freight, paper, electronic forms, envelopes, flats, and other required supplies in connection with providing the Services in accordance with the terms of this Contract.
- b) Client shall provide to EverView a postage deposit equaling two (2) months of estimated postage which shall be due and payable two (2) weeks prior to the first scheduled production run. Costs and expenses for postage, shipping and freight shall be included in Client's invoices. EverView, in its sole discretion, reserves the right to monitor and increase or decrease the required deposit by Client.

#### **5) REPRESENTATIONS AND WARRANTIES**

- a) EverView and the Client jointly and severally represent, warrant, and agree as follows:
  - i) they have the full legal right, power, and authority to enter into this Contract and to consummate all the transactions contemplated herein;
  - ii) that in executing and delivering this Instrument, they do so freely and voluntarily, with full legal competency to the best of their knowledge, having received adequate independent legal advice from legal counsel, if desired, and under no duress, pressure or coercion which could negate or adversely affect the intentions of the parties as expressed herein; and
  - iii) that this Agreement, and every covenant, promise, representation, warranty, and agreement herein, shall be fully binding upon and shall inure to the benefit of the respective heirs, successors, representative, assigns, parents, subsidiaries, and other affiliates, of each Party hereto.
- b) Client represents, warrants, and covenants as follows: (i) Client is the sole and exclusive owner of the Client Content (as defined below) delivered to EverView by Client hereunder, including but not limited to the Client's trademarks, service marks, trade names, logos, other indicia of source, affiliation, or sponsorship (and/or has the right and power to license to EverView such Client Content); (ii) Client will, and will cause its Customers and its and their personnel to comply with the terms and conditions of use applicable to the Services; (iii) the licenses granted by Client hereunder do not and will not (1) breach, conflict with or constitute a default under any agreement or other instrument applicable to Client or binding upon its assets or properties or (2) infringe upon any trademark, trade name, service mark, copyright or other proprietary right of



any other person or entity; (iv) neither it nor any of its officers, directors, controlling owners or employees are located in any U.S. embargoed country, named as a "Specially Designated National" or "Blocked Person" as designated by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), or are otherwise blacklisted by any instrumentality of the U.S., and (v) Client has obtained all consents from any users or other individuals required by applicable law for EverView to use the Client Content in connection with the Services.

- c) EverView represents, warrants, and covenants as follows: Client retains ownership of Client's Confidential Information and any data, information, content, or materials, in any form or medium, provided or submitted to EverView by or on behalf of Client or its customers through the operation of the Services, as well as user level data that is generated from use of EverView products and Services, including behavioral data related to campaign response and payment activities such as time to pay and method of payment, ("Client Content") and all intellectual property rights therein, subject to the rights and permissions granted hereunder. Client hereby grants to EverView a royalty-free, transferable nonexclusive license to use the Client Content for performance of the Services, including for billing and metering purposes.

#### **6) Statistical Analyses.**

Notwithstanding anything in this Contract to the contrary, EverView may collect and analyze data and other information relating to the provision, use and performance of the Services, including, without limitation, information relating to Client Content (collectively "Service Data"), including but not limited to, through the use of tags, pixels, cookies or similar technologies. EverView has the right, during and after the Term, to use the Service Data (a) to improve and enhance the Services and for other diagnostic and corrective purposes in connection with the Services, (b) for benchmarking and creating statistical, research and marketing analyses, surveys, reports and studies, and (c) for the development, licensing and distribution of current and future EverView products and services (collectively, "EverView Use Cases"). Client grants to EverView a non-exclusive, perpetual, irrevocable, worldwide license to use, compile, license and distribute non-personally identifiable Service Data, in aggregate and blinded formats that do not identify, reference, or imply an association with Client or its customers, in connection with the EverView Use Cases.

#### **7) DATA INTEGRITY**

To enhance the security of Client data, Client agrees that it is in its best interest to encrypt all data sent to EverView at both the file level, using PGP or equivalent, and at the transmission protocol level, using SFTP, FTPS, VPN, Connect Direct, or equivalent and agreed-upon protocols, and that it will follow such protocols and procedures to ensure the security and confidentiality of all data sent to EverView. Client further agrees to provide appropriate control totals at the file level and daily data transmission level to EverView to ensure the accuracy and integrity of data sent to EverView. EverView agrees to implement decryption and balancing routines to ensure the integrity of files received from Client and validate that such files contain the expected record counts and control totals before commencement of further processing. Client shall accept responsibility for any potential risks associated with the transmission of unencrypted data or data provided without appropriate control totals including, but not limited to, a loss of data, data breach, or inaccurate processing directly related to the lack of control totals and associated balancing not caused by EverView.

#### **8) RELATIONSHIP BETWEEN THE PARTIES**

- a) It is acknowledged and agreed that EverView shall not be considered an agent, employee, or representative of the Client. EverView shall not act on behalf of the Client, except as otherwise agreed upon herein. Nothing herein shall be construed in any way to constitute a partnership,



joint venture, agency or any other special relationship between EverView and the Client, nor is it the intention of the Parties to establish any such relationship.

- b) Neither EverView nor the Client is granted any express or implied right or authority to assume or to create any obligation or responsibility on behalf of, or in the name of the other, or to bind the other in any manner or thing whatsoever, without the prior written approval of a duly authorized representative of the other.
- c) The Parties shall each use reasonable efforts to take all actions as the other may from time-to-time reasonably request and to otherwise cooperate with the other to avoid or minimize any delay or impairment of the performance of the other's obligations under this Contract.

#### 9) LIMITATION OF LIABILITY/INDEMNIFICATION

- a) EACH PARTY'S ENTIRE LIABILITY FOR ANY DAMAGES WHICH MAY ARISE HEREUNDER, EXCLUDING AMOUNTS OWED UNDER THIS CONTRACT, FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES PAID UNDER THIS AGREEMENT (EXCLUDING POSTAGE RELATED COSTS/FEES) BY CLIENT TO EVERVIEW DURING THE TWELVE (12) MONTHS PRIOR TO THE ASSERTION OF THE CLAIM THAT RESULTS IN SUCH DAMAGES. IN NO EVENT WILL A PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF BUSINESS OR PROSPECTIVE BUSINESS OPPORTUNITIES, PROFITS, SAVINGS OR OF OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT INCLUDE WILLFUL MISCONDUCT.
- b) Except as provided herein, Client acknowledges and agrees to defend, indemnify and hold harmless EverView and its affiliates and its and their respective shareholders, principals, directors, officers, agents, employees and representatives for any all claims, demands, debts, liabilities, obligations, costs, expenses, damages, actions or causes or actions, of whatsoever kind or nature, whether known or unknown, without limitation, arising out of or in any way connected to the Client Content (including messages and materials transmitted or distributed by EverView to third parties on behalf of Client) or the Service Data, or an act, omission, or breach of this Contract by Client, or arising out of or in any way connected with the performance by EverView of its obligations under this Contract.
- c) Notwithstanding anything to the contrary contained herein, EverView shall not be held liable for failure to carry out, or delay in carrying out, such arrangements and services as outlined in or contemplated by this Contract which cannot be carried out due to acts of God or government authorities, fire, strikes, curtailment of transportation, major construction, outbreaks, epidemics, pandemics, civil disorders, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, or lockouts, labor shortage, supply shortage or unavailability, or other conditions or events outside of the reasonable control of EverView (each of the foregoing, a "Force Majeure Condition"). If any of the above Force Majeure Conditions were to occur and EverView is unable to carry out Services for a period of thirty (30) consecutive days due to the continuation thereof, either Party may terminate this Contract without any fee or penalty to the other, provided that upon termination Client shall be obligated to pay to EverView all fees and other amounts then due and owing.
- d) Except as prohibited by Law, neither Party nor its respective affiliates, suppliers, consultants or contractors shall be liable for any special, incidental, consequential, indirect or punitive



damages or liabilities for any cause whatsoever arising out of or relating to this Contract, including all Statements of Work, attachments or amendments thereto, whether in contract or tort or by way of indemnity or otherwise, including a breach thereof or including damages or liabilities for lost profits, lost revenues (except Fees and other amounts due to EverView from Client), loss of use, loss of goodwill, loss of reputation, loss or destruction of data, costs of recreating lost data, the cost of any substitute equipment, program, or data, regardless of whether the possibility of such damages or liabilities have been communicated to a party and regardless of whether a party has or gains knowledge of the existence of such damages or liabilities.

#### 10) CONFIDENTIALITY

- a) Except as provided herein, EverView, its employees, agents, and representatives shall use reasonable care to preserve the strict confidentiality of all information obtained from the Client, including but not limited to any customer lists and information, financial data or other information designated in writing by the Client as proprietary information ("Client Information").
- b) Except as provided herein, the Client, its employees, agents and representatives shall use reasonable care to preserve the strict confidentiality of all information obtained from EverView, including but not limited to any EverView policies, processes, and procedures, pricing, operating programs, computer programs, customer related information, data or other information, other information designated in writing by EverView as proprietary information, and any other information or documentation which a reasonable person would consider non-public and proprietary (the Client Information and the EverView Information shall be referred to collectively as the "Confidential Information").
- c) Neither Party shall use the Confidential Information for any purpose other than the performance of that Party's obligations hereunder nor disclose such information to any third party, without the prior written consent of the other Party hereto; provided, however, that the obligation to keep the Confidential Information confidential shall not be applied to information and data that:
  - i) is already lawfully in the possession of the disclosing Party, and is not subject to any confidentiality provisions;
  - ii) is or hereafter becomes a matter of public knowledge or is available in the public domain independent of any disclosure by the disclosing Party;
  - iii) is thereafter acquired lawfully from a third party who is not subject to any confidentiality provisions; or
  - iv) the disclosing Party is legally obligated to disclose.

#### 11) TERMINATION

- a) Either EverView or Client may terminate this Contract at any time by giving the other Party written notice of such termination, upon the occurrence of any of the following:
  - i) any material breach of any of the terms or conditions hereof having been committed by either Party, if the breaching Party fails to remedy such breach within thirty (30) days after receipt of written notice thereof from the non-breaching Party; or
  - ii) the bankruptcy or insolvency of either Party, including, but not limited to any of the following: assignment for the benefit of creditors, inability to pay debts when due, commencement of procedures for compulsory reorganization, and management or significant assets or property being involuntarily taken over in whole or in part by any governmental office, agency, or authority; or
  - iii) the mutual consent of the Client and EverView to terminate this Contract.



- b) In the event that EverView terminates this Contract in accordance with paragraph 11(a)(i) herein, or if the Client terminates this Contract for any reason other than those specified in paragraph 11(a)(i) prior to satisfying its Minimum Commitment, the Client agrees that it shall be liable to EverView for liquidated damages ("Liquidated Damages") for its early termination, it being understood and agreed to by the Parties that the measure of actual damages noted would be difficult to determine. The Liquidated Damages shall be an amount equal to the product of (a) the Minimum Commitment and (b) the sum of the number of months remaining in the term of the Contract and the number of months that any Invoices remain unpaid by the Client.
- c) Nothing herein shall be construed to limit or otherwise affect the rights and remedies of EverView at law or in equity under this Contract, or if the Client terminates this Contract.
- d) In the event of termination of this Contract by either Party, the rights and obligations of each Party hereunder shall cease, except the obligation of the Client to pay to EverView any accrued but unpaid compensation or expense reimbursement. In addition, each Party shall promptly return all data, information, programs, materials, and other property held by it in connection with the performance of its obligations hereunder, and the confidentiality provisions defined in paragraphs 8(a), 8(b) and 8(c) herein shall remain in full force and effect for a period of one (1) year.

**12) NOTICES**

- a) All notices or other communications between the Parties hereunder shall be in writing, and shall be delivered, or sent via first class mail and/or national overnight courier to the following addresses:

to EverView:

900 Kimberly Drive  
 Carol Stream, IL 60188  
 Telephone: (630) 597-9100  
 Attn: Legal Department

to CLIENT:

~~221 Lisbon Street~~ *PO Box 579*  
~~Clinton, NC 28528~~ *Marshall, NC 28753*  
~~Telephone: 919-299-4000 Ext. 3022~~ *828-649-3402*  
~~Attn: Kristin Stafford~~ *Diana Norton*

- b) Either Party may change its address at any time by giving notice to the other Party in the manner provided in this section.
- c) Notices sent via first class mail shall be deemed to have been given at the time when mailed, enclosed in a registered or certified, postage pre-paid envelope addressed to the Party at the respective addresses set forth in this Contract, or to such other address which may have been fixed by notice, provided, however, that any change of address shall be effective only upon receipt.

**13) CONFLICTS OF INTEREST**

The Client acknowledges and agrees that it shall obtain the Services or similar services exclusively from EverView. The Client shall not directly or indirectly enter any contracts with persons who are in direct competition with EverView for the purposes of providing the same or similar services as the Services without the prior written consent of EverView.

**14) GOVERNING LAW; VENUE**

Any legal suit, action, or proceeding arising out of or relating to this Contract or the transactions contemplated hereby shall be instituted in U.S. District Court for the District of New York or the courts of the State of New York in each case located in the County of New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any



such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

**15) MODIFICATION AND ASSIGNMENT**

- a) This Contract may not be modified or terminated orally, and no modification, termination or alteration shall be valid unless in writing signed by the Party against whom enforcement is sought.
- b) Neither Party shall assign any of its rights or obligations, or this Contract in whole or in part, to a third party without obtaining the express, prior written consent of the other Party, which consent may be withheld for any reason whatever, and any attempted assignment by either Party without such prior written consent will be ineffective and will constitute a breach of this Contract.

**16) COUNTERPARTS**

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and shall be fully binding and effective.


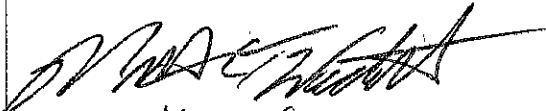
**17) ENTIRE CONTRACT**

This document constitutes the entire agreement between the Parties relating to the Services, and the Parties agree that there are no other understandings or Contracts between them whatsoever relating to the Services.

**18) HEADINGS**

The headings used in this Contract are for convenience only and shall not be used to interpret or construe any of its provisions.

IN WITNESS WHEREOF, the Parties hereto, each acting with proper authority, have executed this Contract as of the Effective Date.

Output Services Group, Inc.dba Everview	CLIENT
Signature: 	Signature: 
Print Name: Enrique Genao	Print Name: Matt Weckel
Title: Vice President	Title: Chairman
Date: 5.5.23	Date: 6/13/23



## EXHIBIT A

### Services

## PRINT AND MAIL SERVICE SCHEDULE

### PRINT AND MAIL SERVICES

#### 1. Definitions

1.1 "5-Digit Rate" means the United States Postal Service AADC Automation Rate for First-Class Letters.

1.2 "Postage Fees" means the costs incurred in association with a mailing.

1.3 "Output" means the mail pieces EVERVIEW provides as set forth in this Service Schedule.

1.4 "USPS Move Update Standards" is a means of reducing the number of mail pieces in a mailing that require forwarding or return by the periodic matching of a mailer's address records with change-of-address orders received and maintained by the Postal Service. Mailers who claim presorted or automation prices for First-Class Mail, USPS Marketing Mail, or Parcel Select Lightweight, must demonstrate that they have updated their mailing list within 95 days before the mailing date. The standard is met when an address used on a mail piece in a mailing for any class of mail is updated with an approved method and the same address is used in a commercial First-Class Mail, USPS Marketing Mail, or Parcel Select Lightweight, mailing within 95 days after the address has been updated. Except for mail bearing an alternative address format, addresses used on all pieces claiming USPS Marketing Mail prices are required to meet the Move Update standard.

#### 2. Description of Services.

EVERVIEW may process Client Content in electronic format, and provide certain printing, mailing (in print or via email or SMS), fulfillment and certain ancillary services related thereto, as set forth in more detail in the applicable Statement of Work (Service Schedule), and any subsequent Service Schedule as may be entered into by the Parties during the term of the Contract (the "Print and Mail Services").

EVERVIEW will process, print, and mail Billing Statements and Disconnect Letters on the behalf of Client.

#### 3. Pricing and Payment of Print and Mail Services Fees.

3.1 Unless otherwise stated in a Service Schedule, the Services are provided based on the Pricing Schedule attached to the Service Schedule. These prices are F.O.B. OSG's facility. All special handling or production fees that may be applicable to the production, sales, use, storage, delivery, or transportation of the Products shall be added to the price and paid by Client.

3.2 Client will be invoiced Postage Fees for each mail piece at the 5-Digit Rate. EVERVIEW will adjust the 5-Digit Rate concurrent with pricing changes for postage imposed by the USPS as of the effective date of such changes. EVERVIEW shall provide Client with a courtesy notification of such changes, but delivery of such notification shall not be a requirement for the adjustments to the 5-Digit Rate or for the below exceptions to the Postage Fees.

- (a) The Postage Fees will include, and Client shall be responsible for, actual charges related to oversized (height, length or thickness), overweight (greater than 3.5 ounces) mail, foreign mail, and additional charges imposed by the USPS for mail that is not in compliance for the Automation rate standard.
- (b) The Postage Fees will include, and Client shall be responsible for, if required by Client, costs for shipping via a non-USPS courier.





3.3 Client is responsible for any shipping charges incurred in the provision of the Services to Client, including those shipping charges for material shipped to Client. These charges apply to the shipment of production runs, samples, proofs, invoice copies, work reports, or other requested information. EVERVIEW charges a routine handling and preparation fee for UPS, USPS Priority and USPS First Class bulk packages of \$3.00 per package. Special handling may require additional charges.

3.4 Unless otherwise stated in a Service Schedule, EVERVIEW shall bill Client on a monthly basis for the Print and Mail Services.

3.5 EVERVIEW may accept orders and customer information and files from Client but will not commence processing procedures or provision of the Print and Mail Services unless and until the Deposit and other payments have been received from Client as required under the Contract.

## 5. Client Obligations

5.1 Client shall, during the term of the Contract, (a) complete and return to EVERVIEW all forms reasonably required by EVERVIEW and (b) comply with USPS Move Update standards and update its customer database(s) as required by the USPS to maintain its postage discount. Except as otherwise set forth in a Service Schedule, Client shall process name and address information from Client's customer database(s) through the NCOA database every 95 days to identify address changes, correct any changes in addresses, and provide such address change information to OSG.

## 6. Deposit

6.1 Client shall, within five (5) days of the effective date of this Service Schedule, pay EVERVIEW a deposit (the "Deposit") for anticipated Disbursements. The Deposit will be specified in each Service Schedule in an amount equal to the estimated Disbursements for two (2) months based upon the projected volume of applicable Services or such other amount as may be agreed in writing by the Parties. EVERVIEW may, upon written notice to Client at any time, increase the amount of the required Deposit if EVERVIEW anticipates Disbursements during the succeeding two (2) months to exceed the Deposit, in which event Client shall pay EVERVIEW such additional amount of the Deposit within five (5) days.

6.2 EVERVIEW shall have the right, but not an obligation, to apply the Deposit to any amounts payable by Client to OSG, including those amounts payable that are related to services rendered to Client pursuant to other Service Schedule Attachments or Service Schedules under this Contract. EVERVIEW will invoice Client on a monthly basis to replenish the Deposit. Following the expiration or termination of the Services under each Service Schedule, EVERVIEW shall return to Client such portion of the applicable Deposit that remains after payment of amounts due to OSG. Client shall not receive interest on the Deposit while it is maintained by OSG.

## 7. Client Content

7.1 To enhance the security of Client Data, Client agrees that it is in its best interest to encrypt all data sent to EVERVIEW at both the file level, using PGP or equivalent, and at the transmission protocol level, using SFTP, FTPS, VPN, Connect Direct, or equivalent and agreed-upon protocols, and that it will follow such protocols and procedures to ensure the security and confidentiality of all data sent to OSG. Client further agrees to provide appropriate control totals at the file level and daily data transmission level to EVERVIEW to ensure the accuracy and integrity of data sent to OSG. EVERVIEW agrees to implement decryption and balancing routines to ensure the integrity of files received from Client and validate that such files contain the expected record counts and control totals before commencement of further processing. Client shall accept responsibility for any potential risks associated with the transmission of unencrypted data or data provided without appropriate control totals including, but not limited to, a loss of data, data breach, or inaccurate processing directly related to the lack of control totals and associated balancing not caused by OSG.



7.2 Client shall provide test data to EVERVIEW for the purposes of developing and testing Client's document output. Client shall cooperate and communicate with EVERVIEW regarding the format that will be utilized by OSG's programmers. All test data provided by Client to EVERVIEW shall be an accurate and complete representation of all the scenarios that EVERVIEW could potentially receive from Client. It is Client's responsibility to ensure that such testing covers all possible production scenarios and to obfuscate any personal data from all test data that is provided to OSG. EVERVIEW requires Client's written approval on the results of all product testing. Large volume testing may be charged at normal production rates. In no event shall Client provide any live data to EVERVIEW for the purposes of developing and testing Client's document output.

7.3 Except for any Client self-service changes as permitted by the Services, should Client desire to change its documentation and/or format, Client shall provide EVERVIEW with advance written notice of the proposed changes and such additional test data at least sixty (60) days prior to the proposed date of implementation of such changes, in order to allow EVERVIEW sufficient time to modify its programs accordingly. EVERVIEW shall invoice Client, and Client shall pay OSG, for such supplemental programming modifications on a time and materials basis at OSG's standard hourly billing rate.

7.4 Client acknowledges and agrees that its failure to provide complete and accurate test data to EVERVIEW may result in inaccurate output and/or delays in the provision of the Services. EVERVIEW shall not be liable to Client or any third party for any claims expenses, fees, or damages (whether direct, indirect, or consequential) arising under this Contract, including, without limitation, malfunction of the software, errors or omissions with respect to the information maintained and/or furnished by the software, or output and/or delays in processing that are the result of format changes or scenarios that were not supplied to EVERVIEW by Client.

7.5 Client hereby agrees not to use, or direct EVERVIEW to use, the Print and Mail Services: (a) to transmit or attempt to transmit any communication that violates any applicable Law governing communication practices, including, but not limited to, the Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003, the Laws governing export control, unfair competition, false advertising, consumer protection, issuance or sale of securities, trade in firearms, spam, privacy, private or public data transfer and/or telecommunications; (b) to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws or send messages to any purchased lists, purchased distribution lists, purchased newsgroups, or purchased email addresses; or (c) perform or facilitate any act which, directly or indirectly, causes to be transmitted to, uploaded by or downloaded by, any end user any "junk mail", "spam", "chain letters", "pyramid schemes", or any other like form of solicitation.

7.6 In addition to and without limiting the representations and warranties set forth in Section 4 of the Contract, Client represents and warrants to EVERVIEW that its use of the Client Content is and will at all times be in accordance with all applicable Laws, including, without limitation, Laws related to the sending of duplicative, unsolicited, or deceptive messages (including spam) or text messages.

## 8. Materials

8.1 Any physical or tangible materials, such as forms, paper, and envelopes, provided by or on behalf of Client to EVERVIEW ("Client Materials") must adhere to OSG's written specifications. EVERVIEW assumes in all quotations and pricing that all Client Materials will meet OSG's specifications and permit efficient handling on automated equipment. All Client Materials that do not meet these acceptable operational standards may result in increased or additional costs and/or delays in any delivery schedule for which Client is solely responsible.



8.2 Unless otherwise specified in a Service Schedule, and as required for the Services, EVERVIEW will purchase and warehouse plain white paper, envelopes, business forms, inserts and other raw materials ("Supplied Materials"), but not in excess of a six-month supply, to produce and deliver statements and letters. EVERVIEW will customize the Supplied Materials ("Custom Materials") in quantities reasonably necessary to meet the requirements hereunder, but not in excess of a three-month supply without Client's prior written consent. Client must submit all orders for Custom Materials in writing. Rush charges will apply to work orders involving Custom Materials that are to be completed within fifteen (15) or fewer business days from the date of the work order. Client acknowledges and agrees that custom, pre-printed and non-standard forms, envelopes and enclosures require additional fees. Upon termination of a Service Schedule, then upon Client's written request and at Client's sole cost and expense, EVERVIEW will deliver any Custom Materials remaining in inventory to a location reasonably designated by Client, and Client will pay EVERVIEW for the cost of the Custom Materials plus reasonable administrative fees.

8.3 All printing, processing, assembly and mail handling operations involve spillage. Allowances for spillage should be taken into account when Client Materials, Supplied Materials or Custom Materials are ordered. EVERVIEW will use reasonable efforts to handle Client Materials, Supplied Materials and Custom Materials to minimize spillage, but EVERVIEW shall not be responsible for shortages resulting from normal spillage. Moreover, late delivery of Client Materials may affect the scheduled completion or delivery date by a greater degree than the actual elapsed time the Client Materials are late.

9. **Modification to the Services.** Where Client submits a written request for changes or modifications to existing programs or format EVERVIEW would otherwise use to perform the Services, EVERVIEW will assess the request for level of effort in good faith and provide a quote of any billable hours or other costs to Client. Changes or modifications will only take effect, and EVERVIEW will only proceed with any quoted work, upon both Parties signing a document setting forth the changes or modifications. EVERVIEW may price the effort as a lump-sum or in estimated project hours at then-current hourly rates. Notwithstanding the foregoing, EVERVIEW is not required to modify the manner or method in which it customarily performs its Services resulting from Client's request, and even if EVERVIEW agrees to do so, it reserves the right to revise any scheduled delivery date or price, or include additional charges resulting from the change or modification.

10. **Turnaround Time**

10.1 Unless otherwise provided in a Service Schedule, the target turn time for completion of a Services project is two (2) business days from the date on which EVERVIEW receives from Client the required Client Content and, if any, Client Materials, provided that (a) the Client Content is capable of immediate processing by EVERVIEW without any further interaction with Client, including Client approval of samples and (b) the Client Content and such Client Materials are received by 8:00 AM (Local Time) on a business day on which EVERVIEW is open for business.



**EXHIBIT B**

EverView Prices

 <b>EverView</b> EverView Print and Mail Cost Schedule Madison County, NC		
Product Type	Price/Per	Description
Property Tax Notice	\$0.1442	8.5 x 11, 24 lb. white paper, color ink, duplex printed, processing, printing, folding, inserting, standard #10 outer envelope, standard #9 remit envelope, delivery to USPS.
Second Property Tax Notice	\$0.1298	8.5 x 11, 24 lb. white paper, color ink, duplex printed, processing, printing, folding, inserting, standard #10 outer envelope, standard #9 remit envelope, delivery to USPS.
Copies of Bus. Property Listing	\$0.1120	
Office Copies-Personal Property Listing	\$0.0660	
Personal Property Listing	\$0.2270	
Business Property Listing	\$0.1442	
Ancillary Services		
NGOA, CASS, LACS, DFV - Addressing	\$250.00 / yr	All addresses updated per USPS requirements for pre-sort. Address report supplied to the County for all addresses that updated or failed. Required service.
Overflow Pages	\$0.05	
Householding Fee	\$.025	Combines like name and addresses for postal savings
PDF Production	\$0.005	PDFs of printed documents placed on a SFTP site, per record
Secure Archive	\$500.00 / yr	Storage for a maximum of 5 years per document, with office access and search and retrieval capabilities
Supplied Client Document Inserting Fee	\$0.0100	Inserting cost for outside inserts
Postage will be invoiced at cost and will be the best possible achievable rate.		

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

CONTRACTOR: Everview

COUNTY DEPARTMENT: Tax Administrator

SUBJECT OF CONTRACT: Tax Office

DATE/TERM OF CONTRACT: June 13, 2023

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

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

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

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

**No waiver of governmental immunity; Violation of law.** Except for waiver of governmental immunity resulting from the execution of a valid contract, Madison County makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation

of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Madison County.

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

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

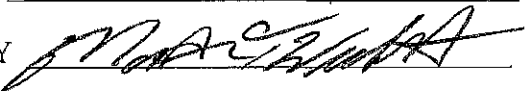
**Assignment of Rights.** Neither party shall sign its rights under this contract without the express written agreement of the other party.

**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 County'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: \_\_\_\_\_ Title: \_\_\_\_\_

For MADISON COUNTY  Title: Chairman

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

By:  \_\_\_\_\_  
Madison County Finance Officer

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

MADISON COUNTY TRANSPORTATION AUTHORITY

NONURBANIZED AREA PUBLIC TRANSPORTATION SUPPLEMENTAL  
AGREEMENT FOR  
COMMUNITY TRANSPORTATION RURAL FORMULA GRANT  
PROGRAM

Federal Award Identification

Agreement Number: 2000063678; 2000063677

NCDOT Project Number: 23-CT-018-01

Approved Indirect Cost Rate: N/A

FAIN Number(s): NC-2022-034-00

CFDA Number: 20.509

UEI Number: YQ96F8BJYTJ9

Total Amount of Award  
(Federal): \$146,250

.....  
THIS SUPPLEMENTAL AGREEMENT entered into this the 13 day of June 2023  
by and between **MADISON COUNTY TRANSPORTATION AUTHORITY**, (hereinafter referred to  
as the "Contractor"), and the **NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**  
(hereinafter referred to as the "Department"), witnesseth that:

WHEREAS, the Contractor heretofore entered into an agreement with the Department to  
implement, carry out capital projects funded with Federal Transit Administration 5311 grant  
program funds administered by the State; and

WHEREAS, the said agreement dated **October 19, 2022** sets forth the purpose of the  
Agreement and the public transportation capital projects and services as described in the  
project application (hereinafter referred to as "Project") properly prepared, endorsed, approved

and transmitted by the Contractor to the Department, and states the terms and conditions as to the manner in which the Project will be undertaken; and

WHEREAS, the Agreement allows for the Contractor and the Department to revise or amend the agreement when there is a change in project circumstances or information causing an inconsistency with the terms of the Agreement and requires said agreement to be signed by the original signatories or their authorized designees; and

WHEREAS, the Contractor and Department find it necessary to revise the Project Agreement to correct language in Section 3: Period of Performance and Section 5: Cost of Project/Project Budget.

NOW THEREFORE, in consideration that the Department has determined that the Agreement be revised as follows:

**That language appearing in Section 3 of the agreement and reading as follows:**

**3. Period of Performance:**

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **JULY 1, 2022, to JUNE 30, 2024**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

**That language appearing in Section 5 of the agreement and reading as follows:**  
Section 5: Project Implementation.

b. Cost of Project. The total cost of the Project approved by the Department is **EIGHTY-FIVE THOUSAND EIGHT HUNDRED DOLLARS (\$85,800)** as set forth in the Project Description and Budget, incorporated into this Agreement as Attachment A. The Department shall provide, from Federal, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible administrative, operating, and capital expenses. The Contractor hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal). The net cost is the price paid minus any refunds, rebates, or other items of value received by the Contractor which have the effect of reducing the actual cost.

Capital I WBS	Capital Total	Capital Federal (80%)	Capital State (10%)	Capital Local (10%)
38233.70.24.3	\$70,050	\$56,040	\$7,005	\$7,005
Agreement #:	2000063678			
Capital II WBS	Capital Total	Capital Federal (80%)	Capital State (10%)	Capital Local (10%)
38233.70.24.4	\$15,750	\$12,600	\$1,575	\$1,575
Agreement #:	2000063677			



Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$85,800	\$68,840	\$8,580	\$8,580

Be, and hereby amended and revised to read as follows:

Section 3. Period of Performance.

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **JULY 1, 2022 to JUNE 30, 2025.**

Section 5. Project Implementation.

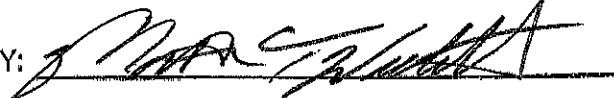
b. Cost of Project. The Project Capital budget is increased by \$60,460 to provide additional funding for the purchase of vehicles due to the increase in price. The project budget is amended as follows: Federal: \$117,00, State: \$20,670, Local: \$8,580.

c. The project budget is hereby amended to incorporate the total cost of the Project approved by the Department as **ONE HUNDRED FORTY-SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$146,250)**. The Department shall provide, from Federal funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible administrative, operating, and capital expenses. The Contractor hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares). The net cost is the price paid minus any refunds, rebates, or other items of value received by the Contractor which have the effect of reducing the actual cost.

Capital I WBS	Capital Total	Capital Federal (80%)	Capital State (14.63%)	Capital Local (5.37%)
36233.70.24.3	\$130,500	\$104,400	\$19,095	\$7,005
Agreement #:	2000063678			
Capital II WBS	Capital Total	Capital Federal (80%)	Capital State (10%)	Capital Local (10%)
36233.70.24.4	\$15,750	\$12,600	\$1,575	\$1,575
Agreement #:	2000063677			
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$146,250	\$117,000	\$20,670	\$8,580


IN WITNESS THEREOF, this Supplemental Agreement has been executed by the Department, an agency of the State of North Carolina, and **MADISON COUNTY TRANSPORTATION AUTHORITY**, the Contractor, by and through a duly authorized representative, and is effective the date and year first above written. By reference, this Supplemental Agreement incorporates and extends all of the provisions of the attached "Agreement" dated **October 19, 2022**.

**MADISON COUNTY TRANSPORTATION  
AUTHORITY**

BY: 

TITLE: CHAIRPERSON

(SEAL)

ATTEST: 

TITLE: 

**NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION**

BY: \_\_\_\_\_

TITLE: **DEPUTY SECRETARY FOR MULTI-MODAL  
TRANSPORTATION**

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
 PUBLIC TRANSPORTATION DIVISION  
 PROJECT NUMBER: 23-CT-018-01  
 APPROVED BUDGET SUMMARY  
 EFFECTIVE DATE MARCH 1, 2023

PROJECT SPONSOR: MADISON COUNTY TRANSPORTATION AUTHORITY  
 PROJECT DESCRIPTION: FY2023 COMMUNITY TRANSPORTATION PROGRAM

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4523 CAPITAL - 36233.70.24.3 \$130,500  
 PERIOD OF PERFORMANCE JULY 01, 2022 - JUNE 30, 2025

DEPARTMENT - 4523 CAPITAL - 36233.70.24.4 \$15,750  
 PERIOD OF PERFORMANCE JULY 01, 2022 - JUNE 30, 2025

II. TOTAL PROJECT FUNDING

		<u>TOTAL</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
CAPITAL I - ROLLING STOCK	36233.70.24.3	100%	80%	14.63%	5.37%
AGREEMENT #	2000063678	\$130,500	\$104,400	\$19,095	\$7,005
		<u>TOTAL</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
CAPITAL II - SUPPORT EQUIP & FACIL	36233.70.24.4	100%	80%	10%	10%
AGREEMENT #	2000063677	\$15,750	\$12,600	\$1,575	\$1,575
		\$146,250	\$117,000	\$20,670	\$8,580

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
 PUBLIC TRANSPORTATION DIVISION  
 APPROVED PROJECT BUDGET

PROJECT: 23-CT-018-01  
 SPONSOR: MADISON COUNTY TRANSPORTATION AUTHORITY  
 WBS: 36233.70.24.3

**DEPARTMENT 4523 - CAPITAL I - ROLLING STOCK**

OBJECT	TITLE	APPROVED BUDGET
G546	20' Light Transit Vehicle w/wheelchair lift (Replacement)	\$69,550
G591	Veh Lettering/Logos	\$500
<b>TOTAL CAPITAL I BUDGET</b>		<b>\$70,050</b>

WBS: 36233.70.24.4

**DEPARTMENT 4523 - CAPITAL II - SUPPORT EQUIP AND FACILITIES**

OBJECT	TITLE	APPROVED BUDGET
G589	Other Facility Improvements	\$15,750
<b>TOTAL CAPITAL II BUDGET</b>		<b>\$15,750</b>
<b>TOTAL CAPITAL BUDGET</b>		<b>\$85,800</b>

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
PUBLIC TRANSPORTATION DIVISION  
APPROVED PROJECT BUDGET

PROJECT: 23-CT-018-01  
SPONSOR: MADISON COUNTY TRANSPORTATION AUTHORITY  
WBS: 36233.70.24.3

DEPARTMENT 4523 - CAPITAL I - ROLLING STOCK

<u>TITLE</u>	<u>DESCRIPTION</u>	<u>APPROVED BUDGET</u>	<u>CHANGE +/-</u>	<u>PROPOSED BUDGET</u>
G546	20' Light Transit Vehicle w/wheelchair lift (Replacement	\$69,550	\$ 60,450	\$130,000
G591	Veh Lettering/Logos	\$500		\$500
	<b>TOTAL CAPITAL I BUDGET</b>	<b>\$70,050</b>	<b>\$ 60,450</b>	<b>\$130,500</b>

WBS 36233.70.24.4

DEPARTMENT 4523 - CAPITAL II - SUPPORT EQUIP AND FACILITIES

<u>TITLE</u>	<u>DESCRIPTION</u>	<u>APPROVED BUDGET</u>	<u>CHANGE +/-</u>	<u>PROPOSED BUDGET</u>
G589	Other Facility Improvements	\$15,750		\$15,750
	<b>TOTAL CAPITAL II BUDGET</b>	<b>\$15,750</b>		<b>\$15,750</b>
	<b>TOTAL CAPITAL BUDGET</b>	<b>\$85,800</b>	<b>\$ 60,450</b>	<b>\$146,250</b>

## Juvenile Crime Prevention Council Certificat

Fiscal Year: 2023-2024 \_\_\_\_\_

County: <b>Madosn</b>	Date: <b>05-29-2023</b>
<p>G.S. 143B-853 allows for a 2-year funding cycle for programs that meet the requirements of the statute and have been awarded funds in a prior funding cycle. Indicate below if the JCPC plans to allow for a 1-year or 2-year funding cycle.</p> <p style="text-align: center;"><b>(Check 2-year if the JCPC has a mixture of 1-year and 2-year funding.)</b></p>	
1-Year Funding: FY 2023-2024	2-Year Funding: FY _____ and FY _____

### CERTIFICATION STANDARDS

#### STANDARD #1 - Membership

- |   |     |
|---|-----|
| A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners?                              | Yes |
| B. Is the membership list attached?   | Yes |
| C. Are members appointed for two-year terms and are those terms staggered?  | Yes |
| D. Is membership reflective of social-economic and racial diversity of the community?   | Yes |
| E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? | No  |

If not, which positions are vacant and why?

Faith and Defense Attorney due to scheduling conflicts.

#### STANDARD #2 - Organization

- |  |     |
|--|-----|
| A. Does the JCPC have written Bylaws?  | Yes |
| B. Bylaws are <input checked="" type="checkbox"/> attached or <input type="checkbox"/> on file (Select one.)                     |     |
| C. Bylaws contain Conflict of Interest section per JCPC policy and procedure.  | Yes |
| D. Does the JCPC have written policies and procedures for funding and review?  | Yes |
| E. These policies and procedures <input type="checkbox"/> attached or <input checked="" type="checkbox"/> on file. (Select one.) |     |
| F. Does the JCPC have officers and are they elected annually?  | Yes |
- JCPC has:  Chair;  Vice-Chair;  Secretary;  Treasurer.

#### STANDARD #3 - Meetings

- |  |     |
|--|-----|
| A. JCPC meetings are considered open and public notice of meetings is provided.  | Yes |
| B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? | Yes |
| C. Does the JCPC meet six (6) times a year at a minimum?   | Yes |
| D. Are minutes taken at all official meetings?   | Yes |
| E. Are minutes distributed prior to or during subsequent meetings?   | Yes |

**Juvenile Crime Prevention Council Certification (cont'd)**

**STANDARD #4 - Planning**

- A. Does the JCPC conduct a minimum of biennial planning process which includes a needs assessment, monitoring of programs and funding allocation process? Yes
- B. Is this Annual or Biennial Plan presented to the Board of County Commissioners and to DPS? Yes
- C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? Yes

**STANDARD #5 - Public Awareness**

- A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? ( RFP, distribution list, and article attached) Yes
- B. Does the JCPC complete a minimum of biennial needs assessment and make that information available to agencies which serve children or their families, and to interested community members? Yes

**STANDARD #6 - No Overdue Tax Debt**

- A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level? Yes

Briefly outline the plan for correcting any areas of standards non-compliance.

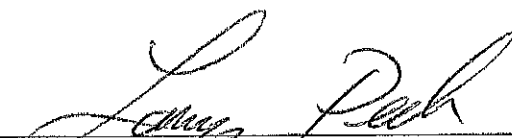
We continually seek to fill Council vacancies.

Having complied with the Standards as documented herein, the Juvenile Crime Prevention Council may use up to \$15,500 of its annual Juvenile Crime Prevention fund allocation to cover administrative and related costs of the council. Budget pages (sections VI and VII) printed from NCALLIES detailing the expenditure's must be attached to this certification.

The JCPC Certification **must be received by DPS by June 30<sup>th</sup> annually.**

**JCPC Administrative Funds  
SOURCES OF REVENUE**

<b>DPS JCPC</b>	
Only list requested funds for JCPC Administrative Budget.	\$800.00
<b>Local</b>	_____
<b>Other</b>	_____
<b>Total</b>	\$800.00

  
 \_\_\_\_\_  
 JCPC Chairperson

5-29-2023

Date

  
 \_\_\_\_\_  
 Chairman, Board of County Commissioners or Designee

6/13/23

Date

Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$85,800	\$68,640	\$8,580	\$8,580

Be, and hereby amended and revised to read as follows:

Section 3. Period of Performance.

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **JULY 1, 2022 to JUNE 30, 2025.**

Section 5. Project Implementation.

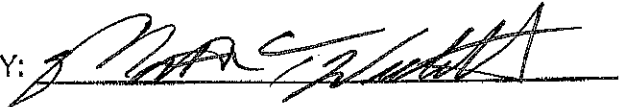
- b. Cost of Project. The Project Capital budget is increased by \$60,450 to provide additional funding for the purchase of vehicles due to the increase in price. The project budget is amended as follows: Federal: \$117,00, State: \$20,670, Local: \$8,580.
- c. The project budget is hereby amended to incorporate the total cost of the Project approved by the Department as **ONE HUNDRED FORTY-SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$146,250)**. The Department shall provide, from Federal funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible administrative, operating, and capital expenses. The Contractor hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares). The net cost is the price paid minus any refunds, rebates, or other items of value received by the Contractor which have the effect of reducing the actual cost.

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Agreement #:	2000063677			
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
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IN WITNESS THEREOF, this Supplemental Agreement has been executed by the Department, an agency of the State of North Carolina, and **MADISON COUNTY TRANSPORTATION AUTHORITY**, the Contractor, by and through a duly authorized representative, and is effective the date and year first above written. By reference, this Supplemental Agreement incorporates and extends all of the provisions of the attached "Agreement" dated **October 19, 2022**.

**MADISON COUNTY TRANSPORTATION  
AUTHORITY**

BY: 

TITLE: CHAIRPERSON

(SEAL)

ATTEST: 

TITLE: CLERK

**NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION**

BY: \_\_\_\_\_

TITLE: **DEPUTY SECRETARY FOR MULTI-MODAL  
TRANSPORTATION**

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

**MADISON COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION SUPPORTING A STEP PAY PLAN AND COMPRESSION RELIEF FOR DIVISION OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION STAFF**

**WHEREAS**, the Division of Juvenile Justice and Delinquency Prevention provides community supervision, case management, and direct supervision of both juveniles in confinement and in the community; and

**WHEREAS**, the Division of Juvenile Justice and Delinquency Prevention (DJJDP) provides short-term secure confinement in Juvenile Detention Centers, long-term commitment services in the State's Youth Development Centers, and community supervision and case management services for youth in the community through the Court Services section; and

**WHEREAS**, the overarching mission of the Division of Juvenile Justice and Delinquency Prevention and the local Juvenile Crime Prevention Council is to provide services and programming to ensure the protection of the community and rehabilitation of youth offenders; and

**WHEREAS**, Madison County youth are ordered to attend Cabarrus Youth Development Center and other detention facilities around the State, and the staff of both Youth Development Centers and District 24 Court Services, along with other DJJDP staff, have been passed over for pay increases that would recognize and reward experienced staff, and make compensation more competitive as well as ensure qualified staff recruitment and retention; and

**WHEREAS**, more than one-half of DJJDP vacancies are facility positions and more than one-third of the vacancies are in juvenile court services; and

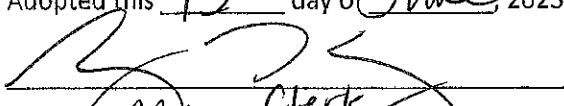
**WHEREAS**, salaries for entry-level, direct care, frontline staff start at \$35,400 which puts DJJDP at a competitive disadvantage for recruitment and retention of staff among other state and local agencies and the private sector; and

**WHEREAS**, compression salary increases for DJJDP facility staff were removed from the state's budget prior to final approval and are not included in the current Governor's budget; and

**WHEREAS**, similar salary adjustments or increases have been approved for Department of Public Safety staff in adult facilities and adult probation;

**NOW, THEREFORE BE IT RESOLVED**, that Madison County Commissioners support instituting salary compression relief and a step pay plan to address recruitment and retention within the Division of Juvenile Justice and Delinquency Prevention in Madison County and across the State of North Carolina to make positions competitive and to ensure qualified staff are compensated adequately for years of experience for the purposes of retention.

Adopted this 13 day of June, 2023.

  
\_\_\_\_\_  
Chairman, Madison County Board of Commissioners

  
\_\_\_\_\_  
Clerk to the Board of County Commissioners

## EEO QUESTIONNAIRE

Threshold Requirements: Any applicant, recipient, or sub-recipient is required to comply with program requirements in Chapter III if it meets the following thresholds:

- a. Employees 100 (+) or more transit-related employees\*; and
- b. Requests or receives capital or operating assistance under Sections 3, 4(i), or 9 of the FTA; assistance under 23 U.S.C. 142(a)(2) or 23 U.S.C. 103(e)(4), or any combination thereof, in excess of \$1 million in the previous Federal fiscal year; or
- c. Request and receives planning assistance under Sections 8 and/or 9 in excess of \$250,000 in the previous Federal fiscal year.

Transit systems with 50 – 99 employees must keep a plan on file for review at next site visit.

Name of Organization:

Madison County Transportation Authority / Madison County Government

Organization Type:

Transit Agency

TrAMS ID: \_\_\_\_\_ (If applicable)

1. How many employees do you have in your organization? 300
2. How many of those employees are \*transit related? 16

\*A transit related employee is an employee of an ETA applicant, recipient, or subrecipient who is involved in an aspect of an agency's mass transit operation funded by FTA. For example, a city planner involved in a planning bus route would be counted as part of the recipient's work force, but a city planner involved in land use would not be counted.

\*\*If EEO requirement is not applicable check here , sign below, and submit, otherwise complete remaining questions.

I declare (or certify, verify, or state) that the foregoing is true and correct.

Applicant Name \_\_\_\_\_

Date 06/01/23

Title \_\_\_\_\_

3. Does your agency submit an EEO Program? \_\_\_\_\_  
If yes, what is the date of your last submission? \_\_\_\_\_
4. Does your agency submit an Abbreviated EEO Program? \_\_\_\_\_  
If yes, what is the date of your last submission? \_\_\_\_\_
5. Do you contract out any of your transit services? No  
If no, skip to question 7. If yes,  
a. What is the name of agency (s)?  
\_\_\_\_\_  
b. How many transit employees does the agency have?  
\_\_\_\_\_  
c. Does the agency submit an EEO Program/Abbreviated EEO Program to you?  
\_\_\_\_\_  
If yes, what is the date of their last EEO/Abbreviated EEO submission?  
\_\_\_\_\_
6. What is the date of your last Triennial Review (If applicable)?  
\_\_\_\_\_  
a. Were there any deficiencies? \_\_\_\_\_  
If yes, in what area(s)  
\_\_\_\_\_  
\_\_\_\_\_  
b. Are any of the deficiencies still open? \_\_\_\_\_  
If yes, in what area(s)?  
\_\_\_\_\_  
\_\_\_\_\_
7. Has your agency participated in an EEO compliance review? If yes, what is the date of your last EEO compliance review? \_\_\_\_\_  
a. Were there any deficiencies? \_\_\_\_\_

If yes, in what area(s)

---

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b. Are any of the deficiencies still open? \_\_\_\_\_

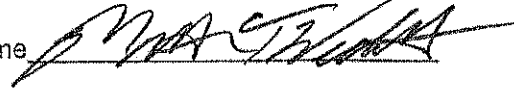
If yes, in what area(s)?

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I declare (or certify, verify, or state) that the foregoing is true and correct.

Applicant Name



Date ~~06/01/23~~

June 13, 2023

Title

Chairman

## FY 2025 DELEGATION OF AUTHORITY

Date: 06/01/23

  Matt Wechtel   Chairman of the Madison County Cor

as the designated party for  
Madison County Transportation Authority  
with authority to submit funding applications and enter into contracts with the North Carolina  
Department of Transportation and execute all agreements and contracts with the NCDOT  
Integrated Mobility Division, hereby delegate authority to the individual(s) filling the positions as  
indicated below:

**Primary Designee:** Daniel Metcalf, Director  
Madison County Transportation Authority

Reimbursement Requests:	<input checked="" type="checkbox"/> YES
Budget Revisions:	<input checked="" type="checkbox"/> YES
Budget Amendments:	<input checked="" type="checkbox"/> YES
Period of Performance Extensions:	<input checked="" type="checkbox"/> YES
Other	<input checked="" type="checkbox"/> YES

**Alternate Designee #1:** Kathy Proffitt, Fiscal Officer and Operation Manager  
Madison County Transportation Authority

Reimbursement Requests:	<input checked="" type="checkbox"/> YES
Budget Revisions:	<input checked="" type="checkbox"/> YES
Budget Amendments:	<input checked="" type="checkbox"/> YES
Period of Performance Extensions:	<input checked="" type="checkbox"/> YES
Other	<input type="checkbox"/> YES

**Alternate Designee #2:**

Reimbursement Requests:	<input type="checkbox"/> YES
Budget Revisions:	<input type="checkbox"/> YES
Budget Amendments:	<input type="checkbox"/> YES
Period of Performance Extensions:	<input type="checkbox"/> YES
Other	<input type="checkbox"/> YES

\_\_\_\_\_  
Signature



**TITLE VI PROGRAM REPORT**  
**SECTION 5311, 5310, 5339, Combined Capital, 5307 or State Funds Call for Projects**  
 Legal Name of Applicant: Madison County Transportation Auth  
 (Complete either Part A or Part B; and Part C)

**Part A – No complaints or Lawsuits Filed**

I certify that to the best of my knowledge, No complaints or lawsuits alleging discrimination have been filed against Madison County Transportation Authority during the period July 1, 2022 through June 30, 2023.

Signature of Authorized Official \_\_\_\_\_ Date 06/01/23

Matt Wechtel, Chairman of Madison County Board of Commissioners  
 Type Name and Title of Authorized Official

**Part B – Complaints or Lawsuits Filed**

I certify that to the best of my knowledge, the below described complaints or lawsuits alleging discrimination have been filed against \_\_\_\_\_ (Transit System Name) during the period July 1, 2022 through June 30, 2023.

Complainant Name/Address/Telephone Number	Date	Description	Status/Outcome

(Attach an additional page if required.)

[Signature]  
 Signature of Authorized Official

June 13, 2023  
 Date

Matt Wechtel, Chairman of Madison County Board of Commissioners  
 Type Name and Title of Authorized Official

**Part C - Title VI Plan**

Do you currently have a Title VI Plan: Yes Date of last plan update: 01/10/23





## DBE GOOD FAITH EFFORTS CERTIFICATION

This is to certify that in all purchase and contract selections (*Legal Name of Applicant*) Madison County Transportation Authority is committed to and shall make good faith efforts to purchase from, and award contracts to, Disadvantaged Business Enterprises (DBEs).

DBE good faith efforts will include the following items that are indicated by check mark(s) or narrative:

Required by IMD	Check all that apply	Description
*	<input checked="" type="checkbox"/>	Write a letter/email to Certified DBEs in the service area to inform them of purchase or contract opportunities;
*	<input checked="" type="checkbox"/>	Document telephone calls, emails and correspondence with or on behalf of DBEs;
	<input type="checkbox"/>	Advertise purchase and contract opportunities on local TV Community Cable Network;
*	<input checked="" type="checkbox"/>	Request purchase/contract price quotes/bids from DBEs;
	<input type="checkbox"/>	Monitor newspapers for new businesses that are DBE eligible
*	<input checked="" type="checkbox"/>	Encourage interested eligible firms to become NCDOT certified. Interested firms should contact the office of contractual services at (919) 707-4800 for more information
*	<input checked="" type="checkbox"/>	Encourage interested firms to contact the Office of Historically Underutilized Businesses at (919) 807-2330 for more information
*	<input checked="" type="checkbox"/>	Consult NCDOT Certified DBE Directory. A DBE company will be listed in the DBE Directory for each work type or area of specialization that it performs. You may obtain a copy of this directory at <a href="https://www.ebs.nc.gov/VendorDirectory/default.html">https://www.ebs.nc.gov/VendorDirectory/default.html</a>
	<input type="checkbox"/>	Other efforts: Describe:

You may obtain a copy of the USDOT Disadvantaged Business Enterprise Program Title 49 Part 26 at <https://www.ebs.nc.gov/VendorDirectory/default.html>

**Reminder: Documentation of all good faith efforts shall be retained for a period of five (5) years following the end of the fiscal year.**

I certify that, to the best of my knowledge, the above information describes the DBE good faith efforts.

  
\_\_\_\_\_  
Signature of Authorized Official

~~06/01/23~~ June 13, 2023  
\_\_\_\_\_  
Date

Matt Wechtel, Chairman of Madison County Commissioners  
\_\_\_\_\_  
Type Name and Title of Authorized Official

**RESOLUTION DESIGNATING NATIVE POLLINATOR HABITAT MONTH**

**WHEREAS,** Madison County and the Bear River Lodge Community is home to many native wildlife and pollinator species such as birds, bees, and insects which keep our environment healthy and biodiverse; and

**WHEREAS,** Madison County and the Bear River Lodge Community recognizes that human health ultimately depends on well-functioning ecosystems, and that biodiverse regions can better support food production, healthy soil, air quality and can foster healthier connections between humans and wildlife; and

**WHEREAS,** The Bear River Lodge Community is working to maintain a healthy, sustainable and wildlife-friendly community that brings the many benefits of nature's pollinators to all corners of Madison County via our thriving natural riparian transitional forest range and 1.3 mile long wildlife stream habitat; and

**WHEREAS,** In all Madison County communities, pollinators play a crucial role in maintaining sustainable local agriculture and in our residential and community gardens, which depend on pollination from bees, butterflies, hummingbirds and other insects; and

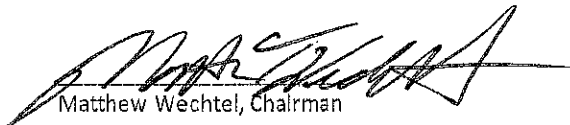
**WHEREAS,** Native pollinator species are in decline due to habitat loss and unnatural ecological challenges, causing species like the butterfly and native bee populations to decline significantly in the past 25 years; and

**WHEREAS,** National Pollinator Habitat Protection efforts are a national initiative that offers education to individuals and communities to help restore native habitats and support local pollinator species; and

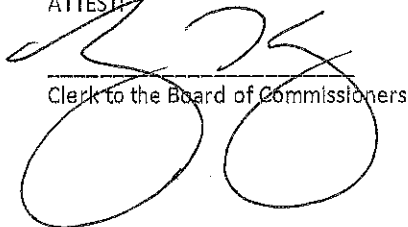
**WHEREAS,** Madison County and the Bear River Lodge Community will continue to support efforts that protect, restore, and conserve habitats for pollinators, as well as foster a greater connection between our residents and our abundant western North Carolina wildlife; and

**NOW, THEREFORE,** the Madison County Board of Commissioners do hereby resolve the month of June 2023, as Native Pollinator Habitat Awareness Month in Madison County and the Bear River Lodge Community. Together they encourage all Madison County residents to participate in their own community awareness, education and neighborhood activities that support and celebrate pollinator protection.

Adopted this the 13 day of June 2023.

  
Matthew Wechtel, Chairman

ATTEST:

  
Clerk to the Board of Commissioners

**AN ORDINANCE OF THE COUNTY OF MADISON ESTABLISHING  
A LIMITED MORATORIUM ON DATA PROCESSING FACILITIES**

WHEREAS, the County of Madison, North Carolina (the "County") is experiencing significant real estate development and population growth within its boundaries;

WHEREAS, the County recently completed an update to its Comprehensive Plan, which provides recommendations to manage future growth in the County;

WHEREAS, community members have expressed the importance of preserving the scenic and recreational assets of the County while supporting a diverse range of economic development opportunities;

WHEREAS, recent media attention has highlighted the negative impacts of a cryptocurrency mine in Cherokee County;

WHEREAS, the existing zoning and development regulations within the County do not specifically address Data Processing Facilities;

WHEREAS, the County is in the process of amending its land use regulations to address the siting of data processing facilities;

WHEREAS, allowing certain development activities to occur before the adoption of the anticipated amendments to the County's land use regulations may result in incompatible and incongruous land uses;

WHEREAS, proactively rezoning or removing problematic uses without comprehensive analysis may also lead to incompatible and incongruous development;

WHEREAS, the County requires time to evaluate the best location and conditions for Data Processing facilities;

WHEREAS, the County aims to amend land use regulations within twelve (12) months from the enactment of a moratorium;

WHEREAS, the County's Comprehensive Plan goals, standards, and guidelines would be best achieved by temporarily halting certain development within identified areas during the period when land use ordinance amendments are considered;

WHEREAS, a temporary moratorium would allow County staff to determine appropriate zoning and develop policy options to mitigate any potential negative impacts associated with data processing facilities;

WHEREAS, County staff will propose changes to the County's land use regulations and seek approval prior to the expiration of the moratorium;

NOW, Therefore be ordained and established, by the Commissioners of the County of Madison, North Carolina, that:

**Section 1: Applicability**

This Ordinance shall be applicable to all property within the County of Madison.

**Section 2: Duration**

This Ordinance shall be effective and enforceable from the date of adoption and shall continue in full force and effect for a period of twelve (12) months from the date of adoption. The County Commissioners may renew or extend this moratorium, as necessary, in accordance with N.C. Gen. Stat. § 160D-107(e). The County Commissioners may also terminate this moratorium earlier than indicated in this Ordinance by action of the County Commission.

**Section 3: Moratorium**

From the effective date of this Ordinance and throughout its duration, no Development shall occur in the following districts within the County: Agricultural-Open Space (AO), Residential-Agricultural (RA), Residential (R-1), Residential-Resort (R-2), Neighborhood Commercial (N-C), Commercial Mixed Use (CMU), Commercial (CD), or Industrial (I). The moratorium may be waived for a specific Development project only if it can be demonstratively shown to the County Commissioners that the health, safety, or welfare of the public requires such a waiver. This moratorium prohibits the approval, denial, or consideration of all development approvals related to any Development within the above-listed districts.

**Section 4: Definitions**

As used in this Ordinance, the terms listed below shall have the following meaning: Development: Unless the context indicates otherwise, refers to construction, alteration, repair, movement, demolition, excavation, grading, clearing, subdivision, or any change in

land use or intensity of use related to the following: Data Processing Facility: A building, dedicated space within a building, or group of structures located on one or more acres of land used to house a large group of computer systems and associated components for remote storage, processing, or distribution of large amounts of data. This includes computationally-intensive applications such as blockchain technology, cryptocurrency mining, weather modeling, genome sequencing, and other data-intensive processes.

**Section 5: Enforcement**

If any person, firm, corporation, organization, or association violates or attempts to violate any terms of this ordinance, the County may enforce its terms by any means available to it by law, including those provided in N.C. Gen. Stat. § 160D-404.

**Section 6: Exclusions**

In accordance with N.C. Gen. Stat. § 160D-107(c), absent an imminent threat to public health or safety, the Development moratorium adopted pursuant to this Ordinance shall not apply to: - Any project for which a special use permit application has been accepted as complete; - Development set forth in a site-specific vesting plan approved pursuant to G.S. 160D-108.1; - Development for which substantial expenditures have already been made in good-faith reliance on a prior valid development approval; - Sketch plans or preliminary or final subdivision plats that have been accepted for review by the County prior to the call for a hearing to adopt the moratorium. - Repairs to existing buildings regulated by the North Carolina State Building Codes; and - Site improvements for existing Data Processing Facilities use are required to comply with the Americans with Disabilities Act. Notwithstanding the foregoing, if a complete application for development approval has been submitted prior to the effective date of this moratorium, the permit choice provisions of N.C. Gen. Stat. § 160D-108(b) shall be applicable when permit processing resumes. This allows an applicant to choose which version of the development regulation will apply if development regulations change between the time the application is submitted and when the decision is made.

**Section 7: Effective Date**

This Ordinance shall take effect immediately upon adoption.

**Section 8: Repeal of Inconsistent Ordinances**

All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 9: Severability**

If any provision or application of this Ordinance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance that can be given effect without the invalid provision or application.

**Section 10: Effective Date**

This Ordinance shall take effect immediately upon adoption.

THIS ORDINANCE passed and adopted this the 13 day of June 2023.

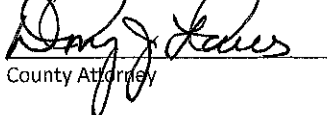
COUNTY OF MADISON

(COUNTY SEAL)

  
Chair, County Commissioners

ATTEST

  
Clerk, County Commissioners

  
County Attorney

A	B	C	D	E	F	G	H
CPT	Name	BCBS Rate	Medicaid Rate	Medicare Rate	MCHD Vendor Costs	22-23 Fee	23-24 Proposed Fee
1							
2	0001A	Remove	Remove	Remove	Remove	\$20.00	Remove
3	0002A	Remove	Remove	Remove	Remove	\$20.00	Remove
4	0003A	Remove	Remove	Remove	Remove	\$20.00	Remove
5	0004A	Remove	Remove	Remove	Remove	\$20.00	Remove
6	0011A	Remove	Remove	Remove	Remove	\$20.00	Remove
7	0012A	Remove	Remove	Remove	Remove	\$20.00	Remove
8	0013A	Remove	Remove	Remove	Remove	\$20.00	Remove
9	0031A	Remove	Remove	Remove	Remove	\$20.00	Remove
10	0034A	Remove	Remove	Remove	Remove	\$20.00	Remove
11	0041A	Remove	Remove	Remove	Remove	\$20.00	Remove
12	0042A	Remove	Remove	Remove	Remove	\$20.00	Remove
13	0044A	Remove	Remove	Remove	Remove	\$20.00	Remove
14	0064A	Remove	Remove	Remove	Remove	\$20.00	Remove
15	0071A	Remove	Remove	Remove	Remove	\$20.00	Remove
16	0072A	Remove	Remove	Remove	Remove	\$20.00	Remove
17	0074A	Remove	Remove	Remove	Remove	\$20.00	Remove
18	0081A	Remove	Remove	Remove	Remove	\$20.00	Remove
19	0082A	Remove	Remove	Remove	Remove	\$20.00	Remove
20	0083A	Remove	Remove	Remove	Remove	\$20.00	Remove
21	0091A	Remove	Remove	Remove	Remove	\$20.00	Remove
22	0092A	Remove	Remove	Remove	Remove	\$20.00	Remove
23	0093A	Remove	Remove	Remove	Remove	\$20.00	Remove
24	0094A	Remove	Remove	Remove	Remove	\$20.00	Remove
25	0111A	Remove	Remove	Remove	Remove	\$20.00	Remove
26	0112A	Remove	Remove	Remove	Remove	\$20.00	Remove
27	0113A	Remove	Remove	Remove	Remove	\$20.00	Remove
28	0134A	\$0.00	\$65.00	\$0.00	n/a	\$20.00	\$20.00
29	0144A	\$0.00	\$65.00	\$0.00	n/a	\$20.00	\$20.00
30	0164A	\$0.00	\$65.00	\$0.00	n/a	\$20.00	\$20.00
31	10060	\$108.83	\$80.14	\$120.38	n/a	\$145.00	\$144.00
32	11981	\$138.82	\$101.87	\$96.12	n/a	\$167.00	\$167.00
33	11982	\$160.19	\$117.41	\$107.61	n/a	\$192.00	\$192.00
34	11983	\$243.42	\$182.72	\$136.42	n/a	\$292.00	\$292.00
35	36415	\$0.00	\$2.78	\$8.57	n/a	\$10.00	\$10.00
36	36416	\$0.00	\$0.00	\$0.00	n/a	\$10.00	\$10.00
37	46900	\$213.31	\$160.97	\$228.96	n/a	\$280.00	\$275.00
38	46924	\$505.06	\$359.75	\$524.46	n/a	\$650.00	\$629.00
39	54050	\$132.35	\$98.84	\$137.83	n/a	\$165.00	\$165.00
40	54065	\$227.30	\$168.63	\$213.07	n/a	\$273.00	\$273.00
41	56501	\$139.49	\$100.34	\$185.80	n/a	\$228.00	\$223.00
42	56515	\$235.76	\$171.94	\$267.73	n/a	\$330.00	\$321.00
43	57170	Remove	Remove	Remove	Remove	\$99.00	Remove
44	57452	\$117.42	\$85.22	\$122.14	n/a	\$149.00	\$147.00
45	57454	\$165.90	\$120.87	\$163.03	n/a	\$201.00	\$199.00
46	57456	\$146.24	\$105.87	\$146.57	n/a	\$179.00	\$176.00

A	B	C	U	E	F	G	H
CPT	Name	BCBS Rate	Medicaid Rate	Medicare Rate	MCHD Vendor Costs	22-23 Fee	23-24 Proposed Fee
1							
47	Endocervical curettage	\$109.30	\$78.16	\$149.08	n/a	\$184.00	\$179.00
48	Insert intrauterine device	\$87.59	\$60.97	n/a	n/a	\$105.00	\$105.00
49	Remove intrauterine device	\$105.30	\$74.87	\$106.18	n/a	\$131.00	\$127.00
50	Fetal non-stress test	\$48.59	\$24.00	\$46.36	n/a	\$58.00	\$58.00
51	Antepartum care only	\$461.41	\$566.11	\$535.76	n/a	\$679.00	\$679.00
52	Antepartum care only	\$825.00	\$1,012.77	\$980.53	n/a	\$1,215.00	\$1,215.00
53	Care after delivery	\$148.88	\$181.66	\$253.07	n/a	\$311.00	\$304.00
54	Remove impacted ear wax	\$51.43	\$37.03	\$45.62	n/a	\$62.00	\$62.00
55	Basic metabolic panel (Calcium, total) T....	\$8.46	\$10.19	\$8.46	\$2.58	\$11.00	\$11.00
56	Comprehen metabolic panel	\$10.56	\$15.79	\$10.56	\$3.33	\$17.00	\$17.00
57	Lipid panel	\$13.39	\$17.04	\$13.39	\$3.00	\$19.00	\$19.00
58	Renal function panel	\$8.68	\$10.19	\$8.68	\$2.86	\$11.00	\$11.00
59	Acute hepatitis panel	\$21.43	\$59.25	\$47.63	\$20.30	\$65.00	\$65.00
60	Hepatic function panel	\$3.68	\$10.19	\$8.17	\$2.44	\$11.00	\$11.00
61	Assay, carbamazepine, total	\$6.56	\$18.51	\$14.57	\$6.90	\$20.00	\$20.00
62	Assay of lithium	\$6.61	\$8.41	\$6.61	\$4.89	\$20.00	\$9.00
63	Drug test(s), presumptive, any number of....	\$12.60	\$31.61	\$12.60	n/a	\$15.00	\$35.00
64	by instrument chemistry analyzers (eg, u....	Remove	Remove	Remove	Remove	\$68.00	Remove
65	DRUG SCREEN AMPHETAMINES 1/2	\$10.07	n/a	n/a	\$26.00	\$14.50	\$29.00
66	DRUG SCREENING BARBITURATES	\$10.07	n/a	n/a	\$26.00	\$29.00	\$29.00
67	BENZODIAZEPINES1-12	\$10.07	n/a	n/a	\$26.00	\$14.00	\$29.00
68	DRUG SCREENING BUPRENORPHINE	\$8.78	n/a	n/a	\$26.00	\$29.00	\$29.00
69	CANNABINOIDS NATURAL	\$10.07	n/a	n/a	\$26.00	\$29.00	\$29.00
70	DRUG SCREENING COCAINE	\$10.07	n/a	n/a	\$26.00	\$29.00	\$29.00
71	DRUG SCREENING FENTANYL	\$10.07	n/a	n/a	\$26.00	\$29.00	\$29.00
72	DRUG SCREENING METHADONE	\$10.07	n/a	n/a	\$26.00	\$29.00	\$29.00
73	METHYLENEDIOXYAMPHETAMINES	\$10.07	n/a	n/a	\$26.00	\$14.50	\$29.00
74	OPIATES Confirmation	Remove	Remove	Remove	Remove	\$29.00	Remove
75	OPIOIDS & OPIATE ANALOGS 1/2	\$10.07	n/a	n/a	\$26.00	\$15.00	\$29.00
76	DRUG SCREENING OXYCODONE	\$10.07	n/a	n/a	\$26.00	\$29.00	\$29.00
77	DRUG SCREENING PROPOXYPHENE	\$10.07	n/a	n/a	\$26.00	\$29.00	\$29.00
78	Urinalysis, nonauto w/scope	Remove	Remove	Remove	Remove	\$10.00	Remove
79	Urinalysis, auto w/scope	\$3.17	\$4.03	\$3.17	\$3.74	\$10.00	\$10.00
80	Urinalysis nonauto w/o scope	Remove	Remove	Remove	Remove	\$10.00	Remove
81	Urinalysis Auto	\$2.25	\$2.86	\$2.25	n/a	\$10.00	\$10.00
82	Urine pregnancy test	\$7.75	\$8.04	\$8.61	n/a	\$10.00	\$10.00
83	Factor II DNA Analysis	\$29.56	\$0.00	\$65.69	\$88.02	\$97.00	\$97.00
84	Factor V Leiden	\$33.02	\$0.00	\$73.37	\$58.04	\$81.00	\$81.00
85	INFECTIOUS DISEASE, CHRONIC HEPATITIS C ...	Remove	Remove	Remove	Remove	\$146.00	Remove
86	Assay of serum albumin	\$4.95	\$6.30	\$4.95	\$1.60	\$10.00	\$10.00
87	urine(eg, microalbumin), quantitative	\$5.78	\$7.36	\$5.78	\$4.90	\$10.00	\$10.00
88	Amines, vaginal fluid qual	\$5.99	\$7.03	\$5.99	n/a	\$10.00	\$10.00
89	Assay, aminolevulinic acid	\$7.40	\$20.93	\$16.45	\$25.14	\$31.00	\$28.00
90	Assay of ammonia	\$6.56	\$18.53	\$14.57	\$6.00	\$20.00	\$20.00
91	Assay of amylase	\$6.48	\$8.24	\$6.48	\$4.60	\$10.00	\$10.00

A	B	C	D	E	F	G	H
CPT	Name	BCBS Rate	Medicaid Rate	Medicare Rate	MCHD Vendor Costs	22-23 Fee	23-24 Proposed Fee
92	82172 Assay of apolipoprotein	\$9.49	\$19.70	\$21.09	\$21.37	\$43.00	\$24.00
93	82232 Assay of beta-2 protein	Remove	Remove	Remove	Remove	\$23.00	Remove
94	82247 Bilirubin, total	\$5.02	\$6.39	\$5.02	\$1.60	\$10.00	\$10.00
95	82248 Bilirubin, direct	\$2.26	\$6.39	\$5.02	\$1.60	\$10.00	\$10.00
96	82270 Occult blood, other sources x1	\$3.94	\$4.13	\$4.38	n/a	\$10.00	\$10.00
97	82274 Occult Blood, Fecal, immunoassay IFOBT	\$15.92	\$20.22	\$15.92	n/a	\$22.00	\$22.00
98	82306 Vitamin D; 25 hydroxy, includes fraction....	\$13.32	\$37.64	\$29.60	\$14.53	\$41.00	\$41.00
99	82310 Assay of calcium	\$5.16	\$6.55	\$5.16	\$1.60	\$10.00	\$10.00
100	82378 Carcinoembryonic antigen	\$8.53	\$24.12	\$18.96	\$7.18	\$27.00	\$27.00
101	82465 Assay, bid/serum cholesterol	\$4.35	\$5.53	\$4.35	\$1.60	\$10.00	\$10.00
102	82550 Assay of ck (cpk)	\$6.51	\$8.28	\$6.51	\$1.60	\$10.00	\$10.00
103	82565 Assay of creatinine	\$5.12	\$6.52	\$5.12	\$1.60	\$10.00	\$10.00
104	82570 Assay of urine creatinine	\$5.18	\$6.58	\$5.18	\$3.05	\$10.00	\$10.00
105	82607 Vitamin B-12	\$6.79	\$8.28	\$15.08	\$3.50	\$21.00	\$17.00
106	82670 Assay of estradiol	\$12.57	\$19.16	\$27.94	\$15.98	\$33.00	\$31.00
107	82728 Assay of ferritin	\$6.13	\$17.32	\$13.63	\$4.89	\$19.00	\$19.00
108	82746 Blood folic acid serum	\$6.62	\$18.69	\$14.70	\$4.79	\$21.00	\$21.00
109	82947 Assay, glucose, blood quant	\$3.93	\$19.16	\$3.93	n/a	\$10.00	\$21.00
110	82951 Glucose tolerance test (GTT)	\$12.87	\$16.37	\$12.87	n/a	\$21.00	\$18.00
111	82977 Assay of GGT	\$7.20	\$9.15	\$7.20	\$3.29	\$10.00	\$10.00
112	83001 Gonadotropin (FSH)	\$18.58	\$23.63	\$18.58	\$6.30	\$26.00	\$26.00
113	83002 Gonadotropin (LH)	\$18.52	\$23.55	\$18.52	\$7.10	\$26.00	\$26.00
114	83010 Assay of haptoglobin, quant	\$5.66	\$16.00	\$12.58	\$7.81	\$24.00	\$18.00
115	83020 Hemoglobin electrophoresis	\$5.79	\$15.48	\$12.87	State	\$18.00	\$17.00
116	83036 Glycosylated hemoglobin test	\$9.71	\$12.34	\$9.71	\$4.00	\$14.00	\$14.00
117	83516 Immunoassay for analyte other than infec....	Remove	Remove	Remove	Remove	\$32.00	Remove
118	83525 Assay of insulin	\$5.14	\$14.54	\$11.43	\$3.70	\$16.00	\$16.00
119	83540 Assay of iron	\$2.91	\$8.24	\$6.47	\$1.60	\$10.00	\$10.00
120	83550 Iron binding test	\$3.93	\$11.11	\$8.74	\$5.00	\$12.00	\$12.00
121	83615 Lactate (LD) (LDH) enzyme	\$2.72	\$7.68	\$6.04	\$3.29	\$10.00	\$10.00
122	83655 Assay of lead	\$12.11	\$15.39	\$12.11	\$3.45	\$17.00	\$17.00
123	83690 Assay of lipase	\$3.10	\$8.75	\$6.89	\$4.29	\$10.00	\$10.00
124	83727 Assay of lrh hormone	Remove	Remove	Remove	Remove	\$257.00	Remove
125	83735 Assay of magnesium	\$3.02	\$8.52	\$6.70	\$1.60	\$10.00	\$10.00
126	83880 Natriuretic peptide	\$39.26	\$43.16	\$39.26	\$27.12	\$47.00	\$43.00
127	83935 Assay of urine osmolality	Remove	Remove	Remove	Remove	\$10.00	Remove
128	83970 Assay of parathormone	\$18.58	\$52.48	\$41.28	\$5.49	\$58.00	\$58.00
129	83992 Assay for phenocyclidine	\$15.03	\$0.00	n/a	\$25.00	\$29.00	\$28.00
130	84030 Assay of blood pku	\$2.48	\$7.00	\$5.50	State	\$10.00	\$10.00
131	84120 Assay of urine porphyrins	\$6.62	\$18.70	\$14.71	\$11.57	\$21.00	\$21.00
132	84132 Assay of serum potassium	\$4.76	\$5.84	\$4.76	\$1.60	\$10.00	\$10.00
133	84144 Assay of progesterone	\$9.39	\$26.53	\$20.86	\$7.10	\$29.00	\$29.00
134	84146 Assay of prolactin	\$8.72	\$24.64	\$19.38	\$5.95	\$27.00	\$27.00
135	84153 Assay of psa, total	\$8.28	\$23.39	\$18.39	\$4.79	\$26.00	\$26.00
136	84155 Assay of protein, serum	\$3.67	\$4.66	\$3.67	\$1.60	\$10.00	\$10.00

A	B	C	D	E	F	G	H
CPT	Name	BCBS Rate	Medicaid Rate	Medicare Rate	MCHD Vendor Costs	22-23 Fee	23-24 Proposed Fee
137	84156	Assay of protein, urine	\$1.65	\$4.66	\$3.67	\$3.83	\$10.00
138	84403	Assay of total testosterone	\$11.61	\$32.83	\$25.81	\$6.00	\$36.00
139	84436	Thyroxine T4	\$3.09	\$7.33	\$6.87	\$1.75	\$10.00
140	84439	Assay of free thyroxine	\$4.06	\$11.47	\$9.02	\$4.65	\$13.00
141	84443	TSH	\$16.80	\$20.72	\$16.80	\$2.52	\$23.00
142	84450	Transferase (AST) (SGOT)	\$5.18	\$6.57	\$5.18	\$1.60	\$10.00
143	84460	Alanine amino (ALT) (SGPT)	\$5.30	\$6.73	\$5.30	\$1.60	\$10.00
144	84466	Assay of transferrin	\$5.74	\$16.23	\$12.76	\$7.06	\$18.00
145	84478	Assay of triglycerides	\$5.74	\$7.32	\$5.74	\$1.60	\$10.00
146	84479	T3 uptake and Free thyroxine index	\$2.91	\$7.58	\$6.47	\$1.75	\$10.00
147	84480	Assay, triiodothyronine (t3)	\$6.38	\$18.03	\$14.18	\$3.50	\$20.00
148	84481	Free assay (FT-3)	\$7.62	\$21.54	\$16.94	\$6.09	\$24.00
149	84482	T3 reverse	\$7.09	\$20.04	\$15.76	\$20.37	\$22.00
150	84520	Assay of urea nitrogen	\$3.95	\$5.01	\$3.95	\$1.60	\$10.00
151	84550	Assay of blood/uric acid	\$4.52	\$5.74	\$4.52	\$1.60	\$10.00
152	84681	Assay of c-peptide	\$9.36	\$20.20	\$20.81	\$4.79	\$23.00
153	84702	Chorionic gonadotropin test	\$6.77	\$11.12	\$15.05	\$5.00	\$17.00
154	85018	Hemoglobin	\$2.37	\$3.01	\$2.37	n/a	\$10.00
155	85025	Complete cbc w/auto diff wbc	\$7.77	\$9.88	\$7.77	\$2.00	\$11.00
156	85045	Automated reticulocyte count	\$2.39	\$5.09	\$3.99	\$3.49	\$10.00
157	85240	Blood clot factor VIII test	\$10.74	\$22.77	\$17.90	\$60.02	\$25.00
158	85245	Blood clot factor VIII test	Remove	Remove	Remove	Remove	Remove
159	85246	Blood clot factor VIII test	Remove	Remove	Remove	Remove	Remove
160	85260	Blood clot factor X test	\$10.74	\$22.77	\$17.90	\$60.02	\$25.00
161	85270	Blood clot factor XI test	\$10.74	\$22.77	\$17.90	\$60.02	\$25.00
162	85300	Antithrombin III test	\$7.11	\$15.06	\$11.85	\$22.68	\$25.00
163	85301	Antithrombin III test	\$6.49	\$13.75	\$10.81	\$18.17	\$20.00
164	85303	Blood clot inhibitor test	\$8.30	\$17.58	\$13.84	\$24.43	\$27.00
165	85306	Blood clot inhibitor test	\$9.19	\$18.17	\$15.32	\$30.95	\$20.00
166	85307	Assay activated protein c	\$9.19	\$18.17	\$15.32	\$29.06	\$32.00
167	85379	Fibrin degradation, quant	Remove	Remove	Remove	Remove	Remove
168	85420	Fibrinolytic plasminogen	Remove	Remove	Remove	Remove	Remove
169	85610	Prothrombin time	\$2.57	\$5.00	\$4.29	\$2.50	\$10.00
170	85613	Russell viper venom, diluted	\$5.75	\$12.17	\$9.56	\$4.20	\$13.00
171	85652	Rbc sed rate, automated	\$1.62	\$3.43	\$2.70	\$2.50	\$10.00
172	85660	RBC sickle cell test	\$3.31	\$7.02	\$5.51	\$4.00	\$10.00
173	85670	Thrombin time, plasma	\$3.46	\$7.34	\$5.77	\$16.75	\$18.00
174	85705	Thromboplastin inhibition	\$5.78	\$12.24	\$9.63	\$91.53	\$142.00
175	85730	Thromboplastin time, partial	\$3.61	\$7.63	\$6.01	\$2.91	\$10.00
176	85732	Thromboplastin time, partial	Remove	Remove	Remove	Remove	Remove
177	86038	Antinuclear antibodies	\$7.25	\$15.37	\$12.09	\$3.50	\$17.00
178	86140	C-reactive protein	\$3.11	\$6.58	\$5.18	\$4.79	\$10.00
179	86146	Glycoprotein antibody	\$15.27	\$18.45	\$25.45	\$3.00	\$28.00
180	86147	Cardiolipin antibody	\$15.27	\$18.45	\$25.45	\$10.05	\$28.00
181	86200	Ccp antibody	\$7.77	\$0.00	\$12.95	\$40.00	\$44.00



A	B	C	D	E	F	G	H
CPT	Name	BCBS Rate	Medicaid Rate	Medicare Rate	MCHD Vendor Costs	22-23 Fee	23-24 Proposed Fee
182	Fluorescent antibody, screen	Remove	Remove	Remove	Remove	\$38.00	Remove
183	Fluorescent antibody, titer	Remove	Remove	Remove	Remove	\$91.00	Remove
184	Immunoassay, tumor, ca 19-9	\$12.49	\$26.45	\$20.81	\$9.99	\$34.00	\$29.00
185	Immunoassay, tumor, ca 125	\$12.49	\$26.45	\$20.81	\$7.99	\$29.00	\$29.00
186	Heterophile antibodies	\$5.18	\$6.58	\$5.18	\$4.80	\$10.00	\$10.00
187	Immunoassay, infectious agent	Remove	Remove	Remove	Remove	\$20.00	Remove
188	Microsomal antibody	\$8.73	\$17.62	\$14.55	\$5.49	\$19.00	\$19.00
189	Neutralization test, viral	\$10.15	\$21.49	\$16.91	\$55.00	\$61.00	\$61.00
190	Rheumatoid factor, quant	\$3.40	\$7.22	\$5.67	\$4.20	\$10.00	\$10.00
191	Tuberculosis test, cell mediated immunit.....	\$37.19	\$78.80	\$61.98	\$42.00	\$87.00	\$87.00
192	TB intradermal test	\$9.13	\$5.59	n/a	\$9.28	\$11.00	\$10.00
193	Syphilis test, non-treponemal antibody, ....	\$2.56	\$5.42	\$4.27	\$2.50	\$10.00	\$10.00
194	Lyme disease antibody	\$17.03	\$18.45	\$17.03	\$16.29	\$20.00	\$20.00
195	CMV antibody	\$8.63	\$18.27	\$14.39	\$5.59	\$20.00	\$20.00
196	Epstein-barr antibody	\$7.87	\$16.68	\$13.12	\$11.61	\$18.00	\$18.00
197	Epstein-barr antibody	\$9.17	\$18.45	\$15.29	\$11.97	\$20.00	\$20.00
198	Epstein-barr antibody	\$10.88	\$20.66	\$18.14	\$11.61	\$23.00	\$23.00
199	Helicobacter pylori	\$10.11	\$18.45	\$16.85	\$9.69	\$20.00	\$20.00
200	Herpes simplex test	\$7.91	\$16.77	\$13.19	\$13.22	\$18.00	\$18.00
201	Herpes simplex type 2	\$11.61	\$24.62	\$19.35	\$12.50	\$27.00	\$27.00
202	HIV-1	\$8.89	\$11.29	\$8.89	\$5.98	\$13.00	\$12.00
203	Hep b core antibody, total	\$7.23	\$14.80	\$12.05	\$6.00	\$16.00	\$16.00
204	Hep b core antibody, igm	\$7.06	\$14.96	\$11.77	\$4.00	\$16.00	\$16.00
205	Hep b surface antibody	\$6.44	\$13.66	\$10.74	\$3.40	\$15.00	\$15.00
206	Hep a antibody, total	\$7.43	\$15.75	\$12.39	\$4.27	\$17.00	\$17.00
207	Hep a antibody, igm	\$6.76	\$14.31	\$11.26	\$4.00	\$16.00	\$16.00
208	Mumps antibody	\$7.83	\$16.59	\$13.05	\$4.82	\$18.00	\$18.00
209	Parvovirus antibody	\$9.02	\$18.45	\$15.03	\$34.82	\$38.00	\$38.00
210	Rickettsia antibody	\$11.61	\$24.62	\$19.35	\$15.89	\$27.00	\$27.00
211	Rubella antibody	\$8.63	\$18.27	\$14.39	\$4.26	\$20.00	\$20.00
212	Rubeola antibody	\$7.73	\$16.38	\$12.88	\$5.81	\$18.00	\$18.00
213	Toxoplasma antibody	\$8.63	\$18.27	\$14.39	\$7.98	\$20.00	\$20.00
214	Varicella-zoster antibody	\$7.73	\$16.38	\$12.88	\$6.00	\$18.00	\$18.00
215	Thyroglobulin antibody	\$9.55	\$20.22	\$15.91	\$6.99	\$22.00	\$22.00
216	Hepatitis c ab test	\$14.27	\$18.15	\$14.27	\$5.86	\$20.00	\$20.00
217	RBC antibody screen	\$5.86	\$14.81	\$9.77	\$4.33	\$16.00	\$16.00
218	RBC antibody identification	\$22.99	\$26.15	n/a	\$16.69	\$29.00	\$29.00
219	Blood typing, ABO	\$1.79	\$3.79	\$2.99	\$2.45	\$10.00	\$10.00
220	Blood typing, Rh (D)	\$1.79	\$3.79	\$2.99	\$2.35	\$10.00	\$10.00
221	Feces culture, bacteria	\$8.50	\$11.99	\$9.44	\$11.00	\$13.00	\$13.00
222	Stool cult, bacteria, each	\$8.50	\$11.99	\$9.44	\$11.00	\$40.00	\$13.00
223	Culture, bacteria, other	\$7.76	\$10.95	\$8.62	\$10.00	\$12.00	\$12.00
224	Cultr bacteria, except blood	Remove	Remove	Remove	Remove	\$23.00	Remove
225	GC Culture	\$5.97	\$7.33	\$6.63	\$7.00 LabCorp	\$10.00	\$10.00
226	Urine culture/colony count	\$7.26	\$10.26	\$8.07	\$14.98	\$16.00	\$16.00
227	Mycobacteria culture	\$9.72	\$13.74	\$10.80	state	\$15.00	\$15.00

A	B	C	U	F	G	H	I	J	K
CPT	Name	BCBS Rate	Medicaid Rate	Medicare Rate	MCHD Vendor Costs	22-23 Fee	23-24 Proposed Fee		
228	87177 Ova and parasites smears	\$8.01	\$11.31	\$8.90	\$5.00	\$12.00	\$12.00		\$12.00
229	87205 Smear, gram stain	Remove	Remove	Remove	Remove	\$10.00	Remove		Remove
230	87209 Smear, complex stain	\$16.18	\$0.00	\$17.98	\$5.00	\$20.00	\$20.00		\$20.00
231	87210 Smear, wet mount, saline/ink	\$5.82	\$4.85	\$5.82	n/a	\$10.00	\$10.00		\$10.00
232	87230 Assay, toxin or antitoxin	Remove	Remove	Remove	Remove	\$28.00	Remove		Remove
233	87255 Genet virus isolate, hsv	\$30.47	\$31.07	\$33.86	State	\$37.00	\$37.00		\$37.00
234	87265 Pertussis ag, if	\$10.78	\$14.57	\$11.98	State	\$16.00	\$16.00		\$16.00
235	87301 Adenovirus ag, eia	\$10.78	\$14.57	\$11.98	\$19.37	\$21.00	\$21.00		\$21.00
236	87324 Clostridium ag, eia	\$10.78	\$14.57	\$11.98	\$14.53	\$16.00	\$16.00		\$16.00
237	87338 Hpylori, stool, eia	\$14.38	\$0.00	\$14.38	\$30.00	\$33.00	\$33.00		\$33.00
238	87340 Hepatitis b surface ag, eia	\$9.30	\$11.83	\$10.33	\$3.40	\$13.00	\$13.00		\$13.00
239	87389 Infectious agent antigen detection by en....	\$24.08	\$30.53	\$24.08	\$5.98	\$34.00	\$34.00		\$34.00
240	87426 Infectious agent antigen detection by im....	\$35.33	\$38.13	\$35.33	State	\$39.00	\$42.00		\$42.00
241	87427 Shiga-like toxin ag, eia	\$10.78	\$14.57	\$11.98	\$11.00	\$16.00	\$16.00		\$16.00
242	87449 Ag detect nos, eia, mult	\$11.98	\$14.57	\$11.98	\$22.52	\$25.00	\$25.00		\$25.00
243	87476 Lyme dis, dna, amp probe	\$31.58	\$31.18	\$35.09	State	\$115.00	\$39.00		\$39.00
244	87491 Chylind trach, dna, amp probe	\$31.58	\$31.18	\$35.09	\$17.00	\$39.00	\$39.00		\$39.00
245	87502 Infectious agent detection by nucleic ac....	Remove	Remove	Remove	Remove	\$105.00	Remove		Remove
246	87522 Infectious agent detection by nucleic ac....	\$38.56	\$41.41	\$42.84	\$90.00	\$85.00	\$85.00		\$99.00
247	87529 Hsv, dna, amp probe	\$31.58	\$31.18	\$35.09	\$96.03	\$211.00	\$211.00		\$106.00
248	87591 N.gonorrhoeae, dna, amp prob	\$31.58	\$31.18	\$35.09	\$17.00	\$39.00	\$39.00		\$39.00
249	87593 Infectious agent detection by nucleic ac....	\$42.75	\$51.31	\$0.00	State	\$85.00	\$56.00		\$56.00
250	87624 HPV HIGH-RISK TYPES	\$31.58	\$31.18	\$35.09	\$30.00	\$39.00	\$39.00		\$39.00
251	87635 Infectious agent detection by nucleic ac....	\$51.31	\$51.31	\$51.31	\$51.31	\$56.00	\$56.00		\$56.00
252	87650 Strep a, dna, dir probe	Remove	Remove	Remove	Remove	\$28.00	Remove		Remove
253	87798 Detect agent nos, dna, amp	\$31.58	\$31.18	\$35.09	\$96.85	ADD	\$107.00		\$107.00
254	87800 Detect agnt mult, dna, direc	\$39.30	\$50.99	\$43.67	State	\$56.00	\$56.00		\$56.00
255	87804 Influenza assay w/optic	\$16.55	\$14.57	\$16.55	\$10.15	\$18.00	\$18.00		\$18.00
256	87807 Rsv assay w/optic	\$13.10	\$14.57	\$13.10	\$13.15	\$16.00	\$15.00		\$15.00
257	87880 Strep a assay w/optic	\$16.53	\$14.57	\$16.53	\$1.11	\$18.00	\$18.00		\$18.00
258	87902 Genotype, dna, hepatitis C	\$231.71	\$0.00	\$257.45	\$115.00	\$283.00	\$283.00		\$283.00
259	88175 Cytopath c/v auto fluid redo	\$23.95	\$33.04	\$26.61	\$19.00	\$36.00	\$36.00		\$36.00
260	88305 Tissue exam by pathologist	\$59.99	\$84.18	\$68.33	\$120.00	\$132.00	\$132.00		\$132.00
261	90471 Immunization admin	\$23.17	\$13.71	n/a	n/a	\$20.00	\$20.00		\$20.00
262	90472 Immunization admin, each add	\$11.71	\$13.71	n/a	n/a	\$15.00	\$15.00		\$15.00
263	90473 Immune admin oral/nasal	\$14.74	\$13.71	n/a	n/a	\$15.00	\$15.00		\$15.00
264	90474 Immune admin oral/nasal addl	\$10.03	\$13.71	n/a	n/a	\$15.00	\$15.00		\$15.00
265	90632 Hep a vaccine, adult im	\$87.68	\$78.22	\$70.10	\$74.10	\$93.00	\$93.00		\$101.00
266	90633 Hep a vacc, ped/adol, 2 dose	\$55.10	\$37.26	n/a	\$34.36	\$59.00	\$59.00		\$63.00
267	90636 Hep a/hep b vacc, adult im	\$133.54	\$123.50	n/a	\$113.00	\$142.00	\$154.00		\$154.00
268	90647 Hib vaccine, prp-omp, im	\$31.75	\$28.96	n/a	state	\$34.00	\$37.00		\$37.00
269	90648 Hib vaccine, prp-t, im	\$17.26	\$18.73	n/a	\$11.41	\$21.00	\$22.00		\$22.00
270	90651 Human Papillomavirus vaccine types 6, 11....	\$295.65	\$276.06	n/a	\$249.74	\$303.00	\$340.00		\$340.00
271	90662 Influenza virus vaccine, split virus, pr....	\$69.94	\$62.55	\$69.95	\$63.70	\$75.00	\$80.00		\$80.00
272	90670 Pneumococcal conjugate vaccine, 13 valen....	\$249.07	\$239.74	\$257.99	\$249.95	\$297.00	\$297.00		\$297.00

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CPT	Name	BCBS Rate	Medicaid Rate	Medicare Rate	MCHD Vendor Costs	22-23 Fee	23-24 Proposed Fee
1							
273	Influenza virus vaccine, quadrivalent (c...	Remove	Remove	Remove	Remove	\$34.00	Remove
274	Rabies vaccine, im	\$355.22	\$409.93	\$342.22	\$310.57	\$480.00	\$471.00
275	PCV20 VACCINE IM	\$279.36	\$260.81	\$288.66	\$240.95	\$326.00	\$332.00
276	Rotovirus vacc 3 dose, oral	\$102.51	\$95.21	n/a	\$86.62	\$161.00	\$118.00
277	Influenza virus vaccine, quadrivalent, s....	Remove	Remove	Remove	Remove	\$25.00	Remove
278	Influenza virus vaccine, quadrivalent, s....	\$22.10	\$19.19	\$21.52	\$19.00	\$24.00	\$25.00
279	Influenza virus vaccine, quadrivalent, s....	\$20.28	\$17.86	\$20.48	\$17.60	\$23.00	\$24.00
280	Diphtheria, tetanus toxoids, acellular p....	\$66.28	\$59.87	n/a	state	\$71.00	\$76.00
281	Dtap-hib-ip vaccine, im	\$122.43	\$110.78	n/a	\$99.13	\$125.00	\$141.00
282	Dtap vaccine, < 7 yrs, im	\$35.07	\$26.55	n/a	\$26.19	\$39.00	\$40.00
283	Dt vaccine < 7, im	\$69.39	n/a	n/a	state	\$73.00	\$80.00
284	Mmr vaccine, sc	\$98.85	\$90.24	n/a	\$83.64	\$104.00	\$114.00
285	Poliovirus, ipv, sc/im	\$44.71	\$41.09	n/a	\$35.91	\$47.00	\$51.00
286	Td vaccine no prsrv / = 7 im	\$36.80	\$39.39	\$29.27	\$32.09	\$43.00	\$45.00
287	Tdap vaccine 7 im	\$54.17	\$45.14	\$37.63	\$42.97	\$58.00	\$62.00
288	Chicken pox vaccine, sc	\$175.99	\$164.02	n/a	\$148.68	\$180.00	\$202.00
289	Dtap-hep b-ip vaccine, im	\$101.90	n/a	n/a	state	\$114.00	\$117.00
290	Pneumococcal vaccine	\$128.79	\$120.59	\$133.47	\$108.76	\$153.00	\$153.00
291	Meningococcal vaccine, im	\$163.34	n/a	n/a	\$134.95	\$174.00	\$188.00
292	Hepb vacc ped/adol 3 dose im	\$43.49	\$27.41	\$31.05	\$24.54	\$32.00	\$50.00
293	Hepatitis B vaccine, adult dosage (3 dos....	\$73.53	\$68.08	\$70.38	\$62.15	\$78.00	\$85.00
294	Zoster (shingles) vaccine (HZV), recombi....	\$201.75	n/a	n/a	\$170.38	\$205.00	\$232.00
295	Severe acute respiratory syndrome corona....	Remove	Remove	Remove	Remove	\$0.00	Remove
296	Severe acute respiratory syndrome corona....	Remove	Remove	Remove	Remove	\$0.00	Remove
297	Severe acute respiratory syndrome corona....	Remove	Remove	Remove	Remove	\$0.00	Remove
298	Novavax COVID-19 vaccine) Severe acute r....	Remove	Remove	Remove	Remove	\$0.00	Remove
299	SARSCOV2 VAC 50MCG/0.25ML IM	Remove	Remove	Remove	Remove	\$0.00	Remove
300	SARSCOV2 VAC 10 MCG TRS-SUCR	Remove	Remove	Remove	Remove	\$0.00	Remove
301	SARSCOV2 VAC 3 MCG TRS-SUCR	Remove	Remove	Remove	Remove	\$0.00	Remove
302	SARSCOV2 VAC 50MCG/0.5ML IM	Remove	Remove	Remove	Remove	\$0.00	Remove
303	SARSCOV2 VAC 25MCG/0.25ML IM	Remove	Remove	Remove	Remove	\$0.00	Remove
304	SARSCOV2 VAC BVL 50MCG/0.5ML	\$0.01	\$0.00	n/a	state	\$0.00	once State supplies are exh
305	SARSCOV2 VAC BVL 25MCG/.25ML	\$0.01	\$0.00	n/a	state	\$0.00	once State supplies are exh
306	SARSCOV2 VAC BVL 10MCG/0.2ML	\$0.01	\$0.00	n/a	state	\$0.00	once State supplies are exh
307	Pure tone hearing test, air	\$10.97	\$8.27	\$0.00	n/a	\$13.00	\$13.00
308	Tympanometry	\$15.44	\$14.06	\$15.83	n/a	\$19.00	\$19.00
309	Distortion product evoked otoacoustic em....	\$20.64	\$30.08	\$21.16	n/a	\$36.00	\$36.00
310	Immunotherapy, one injection	\$15.36	\$8.18	\$9.36	n/a	\$18.00	\$18.00
311	Immunotherapy injections	\$19.16	\$9.91	\$10.93	n/a	\$23.00	\$23.00
312	Developmental screening, with interpreta....	\$9.75	\$8.75	n/a	n/a	\$11.00	\$12.00
313	BRIEF EMOTIONAL/BEHAV/ ASSMT	\$4.23	\$4.49	\$4.34	n/a	\$10.00	\$5.00
314	Administration of patient-focused health....	\$5.86	\$3.74	\$2.51	n/a	\$7.00	\$7.00
315	Therapeutic, prophylactic, or diagnostic....	\$23.64	\$17.04	\$13.55	n/a	\$27.00	\$28.00
316	Medical nutrition, indiv, in	\$34.62	\$24.51	\$35.49	n/a	\$43.00	\$43.00
317	Med nutrition, indiv, subseq	\$30.14	\$21.44	\$30.89	n/a	\$37.00	\$37.00

A	B	C	U	E	F	G	H	
1	CPT	Name	BCBS Rate	Medicaid Rate	Medicare Rate	MCHD Vendor Costs	22-23 Fee	23-24 Proposed Fee
318	99000	Handling and/or conveyance of specimen f....	\$4.96	\$0.00	\$0.00	n/a	\$10.00	\$10.00
319	99202	OFFICE O/P NEW SF 15-29 MIN	\$79.66	\$93.15	\$69.34	n/a	\$112.00	\$112.00
320	99203	OFFICE O/P NEW LOW 30-44 MIN	\$116.75	\$132.48	\$107.50	n/a	\$159.00	\$159.00
321	99204	OFFICE O/P NEW MOD 45-59 MIN	\$178.98	\$194.58	\$160.17	n/a	\$233.00	\$233.00
322	99205	OFFICE O/P NEW HI 60-74 MIN	\$225.10	\$244.26	\$211.53	n/a	\$293.00	\$293.00
323	99211	OFFICE O/P EST MINIMAL PROB	\$25.12	\$34.16	\$22.06	n/a	\$41.00	\$41.00
324	99212	OFFICE O/P EST SF 10-19 MIN	\$47.64	\$56.93	\$54.13	n/a	\$68.00	\$68.00
325	99213	OFFICE O/P EST LOW 20-29 MIN	\$77.27	\$78.66	\$86.78	n/a	\$106.00	\$104.00
326	99214	OFFICE O/P EST MOD 30-39 MIN	\$116.21	\$122.13	\$122.93	n/a	\$150.00	\$148.00
327	99215	OFFICE O/P EST HI 40-54 MIN	\$157.17	\$182.16	\$172.48	n/a	\$219.00	\$219.00
328	99381	Prev visit, new, infant	\$119.20	\$90.00	n/a	n/a	\$143.00	\$143.00
329	99382	Prev visit, new, age 1-4	\$129.16	\$90.00	n/a	n/a	\$154.00	\$155.00
330	99383	Prev visit, new, age 5-11	\$127.19	\$154.00	n/a	n/a	\$185.00	\$185.00
331	99384	Prev visit, new, age 12-17	\$138.47	\$169.00	n/a	n/a	\$203.00	\$203.00
332	99385	Prev visit, new, age 18-39	\$138.47	\$167.00	n/a	n/a	\$200.00	\$200.00
333	99386	Prev visit, new, age 40-64	\$162.23	\$199.00	n/a	n/a	\$239.00	\$239.00
334	99387	Prev visit, new, 65 & over	\$176.64	\$215.00	n/a	n/a	\$258.00	\$258.00
335	99391	Prev visit, est, infant	\$95.61	\$90.00	n/a	n/a	\$115.00	\$115.00
336	99392	Prev visit, est, age 1-4	\$106.89	\$90.00	n/a	n/a	\$128.00	\$128.00
337	99393	Prev visit, est, age 5-11	\$105.91	\$126.00	n/a	n/a	\$151.00	\$151.00
338	99394	Prev visit, est, age 12-17	\$116.37	\$146.00	n/a	n/a	\$175.00	\$175.00
339	99395	Prev visit, est, age 18-39	\$117.35	\$142.00	n/a	n/a	\$170.00	\$170.00
340	99396	Prev visit, est, age 40-64	\$128.63	\$158.00	n/a	n/a	\$190.00	\$190.00
341	99397	Prev visit, est, 65 & over	\$143.57	\$175.00	n/a	n/a	\$210.00	\$210.00
342	99401	Preventive counseling, indiv	\$45.17	\$32.94	n/a	n/a	\$54.00	\$54.00
343	99406	Smoking and tobacco use cessation course....	\$12.65	\$11.93	\$14.29	n/a	\$18.00	\$17.00
344	99407	Smoking and tobacco use cessation course....	\$31.50	\$23.05	\$26.75	n/a	\$38.00	\$38.00
345	99408	Alcohol and/or substance (other than tob....	\$32.50	\$30.73	n/a	n/a	\$39.00	\$39.00
346	99409	Alcohol and/or substance (other than tob....	\$63.89	\$60.41	n/a	n/a	\$77.00	\$77.00
347	99412	Preventive counseling, group	\$23.50	n/a	n/a	n/a	\$28.00	\$28.00
348	99417	Prolonged office or other outpatient eva....	\$42.12	\$82.03	n/a	n/a	\$98.00	\$98.00
349	99441	Telephone evaluation and management serv....	\$52.32	\$45.54	\$53.63	n/a	\$65.00	\$64.00
350	99442	Telephone evaluation and management serv....	\$84.66	\$62.92	\$86.78	n/a	\$106.00	\$104.00
351	99443	Telephone evaluation and management serv....	\$119.44	\$97.70	\$122.43	n/a	\$150.00	\$147.00
352	99501	Home visit, postnatal	\$132.73	\$58.29	n/a	n/a	\$159.00	\$159.00
353	99502	Home visit, nb care	\$183.57	\$60.00	n/a	n/a	\$220.00	\$220.00
354	A4269	Spermicide	\$0.46	n/a	n/a	\$11.73	\$13.00	\$13.00
355	A9180	Lice treatment, topical	\$0.93	n/a	n/a	\$6.28	\$8.00	\$7.00
356	0	Misc Charge	n/a	n/a	n/a	n/a	\$0.00	\$0.00
357	CRDT	PATIENT CREDIT FROM PREVIOUS SYSTEM	n/a	n/a	n/a	n/a	\$0.00	\$0.00
358	D0145	Dental Evaluation	\$30.00	\$57.59	\$0.00	n/a	\$47.00	\$69.00
359	D1206	Dental Evaluation	\$24.84	\$25.42	\$0.00	n/a	\$30.00	\$31.00
360	DEC	Decreased Tobacco Use	NA	n/a	n/a	n/a	\$0.00	\$0.00
361	G0008	Admin influenza virus vac	\$34.04	n/a	\$26.46	n/a	\$27.00	\$39.00
362	G0009	Admin pneumococcal vaccine	\$34.04	n/a	\$26.46	n/a	\$27.00	\$39.00
363	G2023	Specimen collection for severe acute res....	Remove	Remove	Remove	Remove	\$26.00	Remove

A	B	C	D	E	F	G	H
CPT	Name	BCBS Rate	Medicaid Rate	Medicare Rate	MCHD Vendor Costs	22-23 Fee	23-24 Proposed Fee
1							
364	J0696 Ceftriaxone sodium injection	\$0.53	\$1.41	\$0.51	\$0.33	\$2.00	\$2.00
365	J1050 Injection, medroxyprogesterone acetate, ....	\$0.59	\$0.37	n/a	\$10.99	\$3.00	\$13.00
366	J2790 Rho d immune globulin inj	\$84.85	\$85.63	\$76.83	\$81.34	\$98.00	\$98.00
367	J3490 Drugs unclassified injection	n/a	\$0.02	n/a	n/a	\$0.00	\$0.00
368	J7298 Levonorgestrel iu 52mg 5 yr	\$1,123.73	\$1,167.80	n/a	\$359.91	\$1,173.00	\$1,343.00
369	J7300 Intraut copper contraceptive	\$1,045.50	\$1,086.50	n/a	\$270.72	\$1,132.00	\$1,249.00
370	J7303 Contraceptive vaginal ring	n/a	n/a	n/a	\$0.01	\$0.03	\$0.01
371	J7307 Etonogestrel (contraceptive) implant sys....	\$1,166.77	\$1,158.03	n/a	\$391.02	\$1,266.00	\$1,342.00
372	LU001 PLACEHOLDER	n/a	n/a	n/a	n/a	\$0.00	\$0.00
373	LU031 Returned Check Fee	n/a	n/a	n/a	n/a	\$25.00	\$25.00
374	LU120 PPD Negative Low Risk	n/a	n/a	n/a	n/a	\$0.00	\$0.00
375	LU305 Chain of Custody Urine Drug Screen	Remove	Remove	Remove	Remove	\$0.00	Remove
376	S0197 Prenatal vitamins 30 day	\$35.53	n/a	n/a	1.43/100 pill bottle	\$41.00	\$41.00
377	S0280 Medical home program, comprehensive care....	\$48.24	\$73.50	\$0.00	n/a	\$88.00	\$88.00
378	S0281 Medical home program, comprehensive care....	\$141.25	\$220.50	\$0.00	n/a	\$265.00	\$265.00
379	S4993 Contraceptive pills for bc	\$0.83	\$3.00	n/a	\$0.80	\$3.00	\$3.00
380	S5000 Prescription drug, generic	n/a	n/a	n/a	\$0.00	\$0.00	\$0.00
381	T1002 RN services up to 15 minutes	\$0.25	\$18.59	\$0.00	n/a	\$22.00	\$22.00
382	T1029 Dwelling lead investigation	\$0.25	\$1,200.00	\$0.00	n/a	\$1,440.00	\$1,440.00

Environmental Health  
Fees

Description	22-23 Fee	21-22 Fee	Toe River	Haywood Co	Buncombe Co
Improvement Permit	\$200.00	\$200		1-360 gal \$300 361-1000 gal \$400 1001 ^ .50 gal	1-500 gal \$200 each 500 gal \$250
Construction Authorization (w/valid improvement permit)	\$220.00			3 bdrm \$350, 4 bdrm \$400, 5 bdrm \$450	\$350
Construction Authorization first 500 gals	\$380.00	\$380		1-360 gal \$350 361-1000 gal \$450 1001 ^ .50 gal	1-500 gal \$525
Construction Authorization each add 500 gals	\$140.00				^ 500 gal \$250
Permit Revision	\$150.00				\$200
Transfer Valid Auth to New Owner	\$50.00				
Repair to Existing System	\$100.00	\$125			\$100
Expansion to Existing System	\$200.00	\$125	\$336		
Existing System Auth (restoration of power/replace home)	\$100.00	\$65	\$100	\$100	\$100
Private Option Permit	\$114 (state max)				
Private Option Combination IP	\$200.00				
Private Option Combination CA	\$380.00				
Revisit Fee	\$50.00		\$100		\$75
Well Permit	\$350.00	\$315	\$250 + water samples \$75	\$375	\$350
Well Bacterial Analysis	\$55.00	\$55	\$75		\$75
Well Chemical Analysis	\$100.00	\$100	\$125	\$125	\$100
Nitrate/Nitrites	\$100.00	\$55	\$100	\$100	\$125
EHS Collection	\$75.00			\$50	\$175
Food Service Plan Review	\$250.00	\$200	250	\$250	\$250
Food Service Plan Review Renovation/Addition	\$175.00				\$200 \$100 (less than 500 sq m)
Mobile Food Unit Plan w/existing commissary	\$125.00			\$150	\$175
Mobile Food Unit Plan w/new commissary	\$175.00			\$150	\$175
Limited Food Service Establishment	\$75.00				
Temporary Food Establishment	\$75.00	\$75	\$75	\$75	\$75
Public Pool Seasonal	\$150.00	\$150	\$200	\$120	\$200
Public Pool Annual	\$200.00	\$200	\$200	\$170	\$250
Each Additional Pool at Same Location	\$50.00	\$50			
Public Pool Plan Review (per body of water)	\$250.00		\$300	\$250	\$300
Public Pool Revisit Fee	\$50.00	\$50			\$75
Child Day Care Plan Review	\$200.00				
Tattoo Parlor Permit, annual per artist	\$175.00	\$300	\$250/\$200	\$250	\$175/\$100

D9110	Palliative (Emergency) Treatment Of Dental Pain - Minor Procedure	\$46.83	\$88.00
D7321	Alveoloplasty Not In Conjunction With Extractions - One To Three Tooth Spaces, Per Quadrant	\$148.21	\$300.00
D7320	Alveoloplasty Not In Conjunction With Extractions - Four Or More Tooth Spaces, Per Quadrant	\$165.20	\$300.00
D7311	Alveoloplasty In Conjunction With Extractions - One To Three Tooth Spaces, Per Quadrant	\$105.86	\$220.00
D7310	Alveoloplasty In Conjunction With Extractions - Four Or More Tooth Spaces, Per Quadrant	\$113.22	\$201.00
D7210	Surgical Removal Of Erupted Tooth	\$120.15	\$190.00
D7140	Extraction, Erupted Tooth Or Exposed Root	\$69.89	\$129.00
D7111	Extraction, Coronal Remnants - Deciduous Tooth	\$56.72	\$90.00
D5676	Acrylic Metal Substitute For Acrylic Full Denture (Per Arch)	\$30.63	
D5761	Reline Mandibular Partial Denture (Laboratory)	\$185.27	\$348.70
D5760	Reline Maxillary Partial Denture (Laboratory)	\$185.27	\$348.70
D5751	Reline Complete Mandibular Denture (Laboratory)	\$189.90	\$353.10
D5750	Reline Complete Maxillary Denture (Laboratory)	\$189.90	\$353.10
D5741	Repair Mandibular Partial Denture (Chairside)	\$136.88	
D5740	Repair Maxillary Partial Denture (Chairside)	\$136.87	
D5737	Repair Complete Mandibular Denture (Chairside)	\$189.83	
D5730	Repair Complete Maxillary Denture (Chairside)	\$189.83	
D5660	Add Clasp To Existing Partial Denture	\$131.29	\$204.60
D5650	Add Tooth To Existing Partial Denture	\$87.48	\$162.80
D5640	Replace Broken Teeth - Per Tooth	\$69.89	\$130.00
D5630	Repair Or Replace Broken Clasp	\$162.79	\$198.00
D5622	Repair Cast Partial Framework, Maxillary	\$115.28	\$175.00
D5621	Repair Cast Partial Framework, Mandibular	\$115.28	\$175.00
D5612	Repair Resin Partial Denture Base, Maxillary	\$84.87	\$165.00
D5611	Repair Resin Partial Denture Base, Mandibular	\$84.87	\$165.00
D5520	Replace Missing Or Broken Teeth - Complete Denture (Each Tooth)	\$71.53	\$130.00
D5512	Repair Broken Completed Denture Base, Maxillary	\$84.87	\$150.00
D5511	Repair Broken Completed Denture Base, Mandibular	\$84.87	\$150.00
D5422	Adjust Partial Denture - Mandibular	\$34.99	\$60.00
D5421	Adjust Partial Denture - Maxillary	\$34.99	\$60.00
D5411	Adjust Complete Denture - Mandibular	\$34.99	\$60.00
D5410	Adjust Complete Denture - Maxillary	\$34.99	\$60.00

D5212	Mandibular Partial Denture - Resin Base	\$477.07	\$900.00
D5211	Maxillary Partial Denture - Resin Base	\$477.07	\$900.00
D5140	Immediate Denture - Mandibular	\$697.85	\$1,300.00
D5130	Immediate Denture - Maxillary	\$697.85	\$1,300.00
D5120	Complete Denture - Mandibular	\$643.30	\$1,100.00
D5110	Complete Denture - Maxillary	\$643.30	\$1,100.00
D4910	Periodontal Maintenance	\$54.55	\$96.00
D4355	Full Mouth Debridement To Enable Comprehensive	\$74.11	\$131.00
D4342	Periodontal Scaling And Root Planing - One To Three		
	Teeth Per Quadrant	\$64.33	\$114.00
D4341	Periodontal Scaling And Root Planing - Four Or More		
	Contiguous Teeth Per Quadrant	\$110.59	\$179.00
D3220	Therapeutic Pulpotomy (Excluding Final Restoration)	\$89.20	\$136.00
D2950	Core Buildup, Including Any Pins	\$108.08	\$195.00
D2940	Sedative Filling	\$43.75	\$79.00
D2931	Prefabricated Stainless Steel Crown - Permanent Tooth	\$170.68	\$227.00
D2930	Prefabricated Stainless Steel Crown - Primary Tooth	\$158.71	\$190.00
D2394	Resin-Based Composite - Four Or More Surfaces,		
	Posterior	\$163.46	\$221.00
D2393	Resin-Based Composite - Three Surfaces, Posterior	\$134.90	\$190.00
D2392	Resin-Based Composite - Two Surfaces, Posterior	\$110.92	\$151.00
D2391	Resin-Based Composite - One Surface, Posterior	\$83.60	\$115.00
D2390	Resin-Based Composite Crown, Anterior	\$190.63	\$302.00
D2335	Resin-Based Composite - Four Or More Surfaces Or		
	Involving Incisal Angle (Anterior)	\$134.10	\$208.00
D2332	Resin-Based Composite - Three Surfaces, Anterior	\$105.86	\$165.00
D2331	Resin-Based Composite - Two Surfaces, Anterior	\$89.55	\$139.00
D2330	Resin-Based Composite - One Surface, Anterior	\$72.49	\$112.00
D1517	Space Maintainer, Fixed, Bilateral Mandibular	\$279.55	\$300.00
D1516	Space Maintainer - Fixed - Bilateral, Maxillary	\$279.55	\$430.00
D1510	Space Maintainer, Fixed, Unilateral	\$210.95	\$200.00
D1354	Interim Caries Arresting Medicament Application - Per		
	Tooth	\$11.00	\$35.00
D1351	Sealant - Per Tooth	\$61.74	\$90.00
D1208	Topical Application Of Fluoride	\$17.64	\$35.00
D1206	Topical Fluoride Varnish; Therapeutic Application For		
	Moderate To High Caries Risk Patients	\$17.29	\$30.00
D1120	Prophylaxis - Child	\$29.93	\$45.00
D1110	Prophylaxis - Adult	\$41.91	\$64.00
D0470	Diagnostic Casts	\$47.06	\$150.00



D0330	Panoramic Film	\$65.18	\$81.00
D0274	Bite wings - Four Films	\$35.29	\$45.00
D0273	Bite wings - Three Films	\$27.79	\$35.00
D0272	Bite wings - Two Films	\$20.35	\$31.00
D0270	Bite wing - Single Film	\$12.47	\$21.00
D0230	Intraoral - Periapical Each Additional Film	\$13.23	\$17.00
D0220	Intraoral - Periapical First Film	\$16.40	\$21.00
D0210	Intraoral - Complete Series (Including Bite wings)	\$78.97	\$75.00
D0170	Re-Evaluation - Limited, Problem Focused (Established Patient; Not Post-Operative Visit)	\$31.60	\$46.00
D0150	Comprehensive Oral Evaluation - New Or Established Patient	\$49.07	\$59.00
D0145	Oral Evaluation For A Patient Under Three Years Of Age And Counseling With Primary Caregiver	\$39.18	\$47.30
D0140	Limited Oral Evaluation - Problem Focused	\$40.44	\$51.00
D0120	Periodic Oral Evaluation	\$28.87	\$35.00

AVERAGE 6MO CLEANING

HYG \$22.53  
 \$93.60/adult

DMD

+ 35.96 = 93.60 = 32.76

AVERAGE EXTRACTION

\$17  
 \$129/per tooth

Dmc

AVERAGE RESTORATIO

\$17  
 \$151/restoration

Asst.

DMD

93.60  
 + 32.76  
 126.36

**Madison County  
Board of Commissioners**

**Attachment 82**

**Budget Amendment #12  
June 13, 2023**

<b>Description</b>	<b>Line Item</b>	<b>Debit</b>	<b>Credit</b>
<b>Tax Collection</b>			
2018 Ad Valorem Taxes	10.3100.2018		\$ 4,206.00
2020 Ad Valorem Taxes	10.3100.2020		\$ 7,086.00
Late Listing	10.3100.1800		\$ 6,000.00
Interest	10.3100.1700		\$ 13,000.00
to adjust to actual			
<b>Health Dept</b>			
ELC Enhancement	10.3513.5430		\$ 170,070.00
ELC Enhancement	10.5110.5430	\$ 170,070.00	
Pandemic Recovery AA	10.3513.5546		\$ 218,092.00
Pandemic Recovery AA	10.5110.5546	\$ 218,092.00	
State Environmental Health	10.3513.3500	\$ 3,345.00	
CDC Vax Program AA	10.3513.5716		\$ 59,282.00
CDC Vax Program AA	10.5110.5716	\$ 32,701.77	
Grant General	10.3513.7000	\$ 10,500.00	
Grant General	10.5110.7000		\$ 10,500.00
Record additional revenue for programs/ Grant at Health Department			
<b>Library</b>			
Space Science Grant	10.3611.5725		\$ 4,300.00
Space Science Grant	10.6110.5725	\$ 4,300.00	
Friends of Library	10.3611.4420		\$ 6,351.86
Donations	10.3611.4116		\$ 100.00
Capital Equipment	10.6110.5100	\$ 100.00	
Children's Programming	10.6110.5801	\$ 2,000.00	
Copy Machine	10.6110.2620	\$ 1,220.00	
Telephone	10.6110.3210	\$ 470.00	
Postage	10.6110.3250	\$ 50.00	
Electricity	10.6110.3310	\$ 450.00	
Binding and Processing	10.6110.3430	\$ 400.00	
Email	10.6110.4300	\$ 450.00	
Periodicals	10.6110.5620	\$ 100.00	
Internet Connectivity	10.6110.5656	\$ 350.00	
Books	10.6110.5610	\$ 861.86	

**Sheriff's Office**

Salaries	10.4310.1210	\$	175,517.78	
Overtime Salary	10.4310.1300			\$ 3,040.78
FICA	10.4310.1810	\$	10,458.00	
Retirement	10.4310.1820	\$	28,809.00	
Retirement 5%	10.4310.1821	\$	1,500.00	
Feeding Prisoners	10.4310.2210	\$	5,000.00	
Gun Permits				\$ 500.00
Fingerprints Fees				\$ 300.00
Outreach				\$ 246.00
Misc Income				\$ 5.00
Postage	10.4310.3250	\$	500.00	
Guns and Ammo	10.4310.3521	\$	45,232.00	
Tires	10.4310.2520	\$	2,000.00	
Building Maintenance	10.4310.3510	\$	2,291.00	
Water	10.4310.3340	\$	2,000.00	
Dues and Subscriptions	10.4310.4910	\$	6,201.00	
Vehicle Parts	10.4310.2530	\$	5,000.00	
Housing Juveniles Inmates	10.3431.2250			\$ 304,395.00
Civil Process fees	10.3431.2800			\$ 600.00
Kimbles Food	10.3431.8000			\$ 14,500.00
Moving from budgeted overtime to salary line, increase due to increase in inmate housing				

**Management Administration**

Subsidy	10.5211.8130			\$ 81,360.00
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**Animal Control**

Salaries	10.4380.1210			\$ 2,000.00
Capital Improvements	10.4380.5110	\$	42,976.00	
Donations	10.3438.2000			\$ 1,236.00
Employee Training	10.4380.3950	\$	2,000.00	
Kennel purchase and repair, pull from salaries for training				

**Finance**

Capital Equipment	10.4130.5100	\$	41,239.00	
Drug Court Coordinator	10.5211.8900			\$ 30,000.00
Misc Income	10.3836.1100			\$ 10,000.00
Purchase of servers for Finance, DSS, and Health Department				

**E-911**

Salaries	10.4331.1210	\$	75,000.00	
FICA	10.4331.1810	\$	5,738.00	
Retirement	10.4331.1820	\$	9,128.00	
Turnover in department resulting in employee pay outs				

**Grant Management**

Crave/Wave Dogwood Trust	10.3511.3925			\$ 43,000.00
Crave/Wave Dogwood Trust	10.5211.3925	\$	43,000.00	

**Solid Waste**

Temp Disposal Cards	80.3472.7100		\$	30,000.00
Disposal Cards	80.3472.8110		\$	58,490.00
Ground Water	80.4720.4990	\$	15,000.00	
Post Closure	80.4720.1800	\$	30,000.00	
Capital Equipment	80.4720.5520	\$	39,000.00	
Water	80.4720.3340	\$	2,400.00	
Email	80.4720.4300	\$	225.00	
Tires	80.4720.2520	\$	1,600.00	
Shop Supplies	80.4720.2650	\$	165.00	
Shop Supplies	80.4721.2650	\$	50.00	
Building Maintenance	80.4721.3510	\$	50.00	
Adjusting to actual				

**Governing Body**

Board Member Expense	10.4110.1700	\$	800.00	
Legal Advertising	10.4110.3910	\$	600.00	

**School Lottery Fund**

Needs Based School Lottery	10.5911.6340	\$234,700.39		
Lottery Funds	10.3591.0000		\$	234,700.39

**Sales Tax**

1/4 cent sales tax	10.3232.3115			\$40,987.46
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**Education/Schools**

1/4 cent sales tax	10.5911.7200	\$40,987.46		
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**Contingency**

	10.7000.0000	\$	39,720.23	
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We are at 91.6% of the FY23 budget.

Bank balances at May 31, 2023 are as follows:

	Unrestricted	Restricted
General Fund	\$ 1,338,095.54	
Debt Service Fund	\$ 48,558.04	
Capital Outlay Fund	\$ 326,306.28	
Capital Management	\$ 18,474,916.43	\$ 1,743,120.39
Occupancy Tax Fund		\$ 149,599.32
Revaluation Fund		\$ 790,119.77
Tourism Development		\$ 1,758,361.63
Automation Fund		\$ 157,367.55
Drug Seizure Fund		\$ 7,755.79
Inmate Trust Fund		\$ 21,946.60
Soil & Water Conservation		\$ 42,788.15
Opioid Settlement		\$ 198,557.25
Courthouse SCIF Grant GPO		\$ 3,750,107.19
Arpa Cash Management Fund	\$ 3,567,451.52	\$ 50,000.00
<b>Total of All Accounts:</b>	<b>\$ 23,855,327.81</b>	<b>\$ 8,669,723.64</b>

New Jail Loan	\$ -	(Due in February)
School Debt Service	\$ -	(Due in February)
40-42 Set Aside for Schools	\$ (1,851,963.46)	
Unspent Grant/Restricted Proce	\$ (689,463.50)	
Adoption Promotion Fund	\$ (91,344.87)	
Encumbered Amounts	\$ (1,573,008.22)	
911 Funds	\$ (515,652.04)	
Goldenleaf Funds	\$ (78,195.00)	
Arpa Funds	\$ (50,000.00)	
Total assigned and restricted Ba	\$ (4,849,627.09)	

	General	Landfill
Unassigned and Unrestricted to	\$ 10,335,977.08	\$ 659,749.81

SUMMARIES:

Percentage of budget at May 31, 2023 is:

General Fund:		YTD	
Revenues	\$ 1,720,989.90	\$ 33,110,319.57	85.87
Expenditures	\$ 3,028,529.39	\$ 27,627,629.81	72.55

General Fund	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 05/22
Revenues to Date:	\$ 1,643,259.05	\$ 30,127,115.02		85.87	\$ 28,938,481.44
Expenditures to Date:	\$ 2,793,857.84	\$ 25,326,158.16	\$ 1,461,467.95	72.55	\$ 22,554,095.57
Gain/Loss to Date:	\$ (1,150,598.79)	\$ 4,800,956.86			\$ 6,384,385.87

Contingency

Landfill	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 05/22
Revenues to Date:	\$ 66,276.01	\$ 2,876,852.48		105.70	\$ 2,789,237.15
Expenditures to Date:	\$ 223,216.71	\$ 2,163,804.54	\$ 111,540.27	79.50	\$ 2,024,414.36
Gain/Loss to Date:	\$ (156,940.70)	\$ 713,047.94			

Contingency

911 Emergency Telephone Servi	MTD	YTD		% OF BUDGET	Year to Date 05/22
Revenues	\$ 9,462.02	\$ 106,352.07		86.11	\$ 129,503.83
Expenditures	\$ 11,454.84	\$ 137,667.11		54.91	\$ 86,339.88
Gain/Loss	\$ (1,992.82)	\$ (31,315.04)			\$ 43,163.95

Contingency \$-

## GENERAL FUND:

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 05/22
Vehicle Tax	\$ 91,102.27	\$ 1,098,920.98	97.79	\$ 917,430.16
Overages/Underages				
Ad Valorem Tax Interest	\$ 10,176.15	\$ 273,647.99	105.12	\$ 256,114.56
Late Listing Fee	\$ 698.53	\$ 23,418.65	136.15	\$ 21,962.19
Legal Fees				
2011 Ad Valorem Tax		\$ 2,921.17	116.21	\$ 5,782.82
2012 Ad Valorem Tax		\$ 6,411.44	106.86	\$ 8,041.72
2013 Ad Valorem Tax		\$ 8,243.17	103.04	\$ 10,137.86
2014 Ad Valorem Tax		\$ 9,089.74	113.62	\$ 9,673.46
2015 Ad Valorem Tax		\$ 12,159.74	105.37	\$ 11,131.60
2016 Ad Valorem Tax		\$ 20,323.66	107.09	\$ 20,200.22
2017 Ad Valorem Tax	\$ 310.43	\$ 32,683.22	103.96	\$ 69,396.99
2018 Ad Valorem Tax	\$ 2,482.48	\$ 60,606.59	107.46	\$ 114,916.03
2019 Ad Valorem Tax	\$ 3,707.89	\$ 79,156.69	106.97	\$ 260,750.06
2020 Ad Valorem Tax	\$ 2,868.65	\$ 107,086.11	107.09	\$ 12,200,680.26
2021 Ad Valorem Tax	\$ 7,468.95	\$ 240,896.77	103.39	\$ 15,769.96
2022 Ad Valorem Tax	\$ 60,585.21	\$ 12,617,401.21	101.38	
2023 Ad Valorem Tax	\$ 5,663.01	\$ 23,651.89	139.13	
Collection Fees: Marshall				
Collection Fees: Mars Hill				
Collection Fees: Hot Springs				
Sale of Tax Maps		\$ 542.50	200.93	\$ 561.50
Tax Office Copies				
Returned Check	\$ 44.34	\$ 3,639.08		\$ 2,590.85
Refunds/Overpayment of Taxes				
Contra: Returned Check				
Sale of Foreclosed Property		\$ 2,777.00		\$ 151,300.00
Contra: Foreclosed Property Expenses				
Sales Tax/Video Programming				
Sales Tax	\$ 490,909.42	\$ 5,335,084.87	97.63	\$ 4,171,025.56
Gas Tax Refund/State		\$ 17,796.52	71.19	\$ 13,342.31
Payment In Lieu of Taxes		\$ 6,141.85	122.84	\$ 3,627.85
Forest Service Timber Sales	\$ 9,253.97	\$ 9,253.97	48.06	\$ 10,856.72
Clerk of Court	\$ 6,395.28	\$ 69,809.56	96.96	\$ 66,994.68
Board of Elections				
Register of Deeds	\$ 34,558.00	\$ 479,840.25	105.89	\$ 612,184.40
Sheriff's Department	\$ 458,584.35	\$ 2,043,581.36	97.00	\$ 1,500,985.99
Emergency Management		\$ 18,406.77	100.00	\$ 12,695.45
Inspections	\$ 9,488.76	\$ 317,655.77	104.24	\$ 2,389,563.72
Animal Control	\$ 592.00	\$ 18,934.33	80.57	\$ 48,347.00
Transportation	\$ 8,704.52	\$ 336,795.01	51.69	\$ 306,387.37
Cooperative Extension Service				
Soll & Water Conservation	\$ 3,600.00	\$ 3,600.00	100.00	\$ 3,600.00
Grant Revenues/JCPC/DJJD	\$ 8,035.00	\$ 379,196.32	15.09	\$ 299,990.00

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 05/22
Health Department	\$ 183,473.67	\$ 2,136,746.02	78.19	\$ 2,560,787.64
Medicaid Hold Harmless Tax		\$ 20,440.87		\$ 85,912.75
Social Services	\$ 181,495.36	\$ 1,598,258.80	61.36	\$ 1,715,073.88
AFDC				
Foster Care	\$ 914.11	\$ 189,769.05	27.40	\$ 328,177.64
Medicaid				\$ 370.00
Adoption		\$ 12,000.00	5.82	\$ 7,650.00
Child Support Enforcement	\$ 17,436.11	\$ 83,450.18	81.12	\$ 71,577.73
In Home Aides	\$ 378.42	\$ 2,083.33	104.17	\$ 48,511.83
Beech Glen Center	\$ 1,021.00	\$ 9,416.00	112.16	\$ 6,349.00
Nutrition	\$ 15,931.69	\$ 140,950.72	75.71	\$ 161,254.67
State Lottery Funds/Education		\$ 997,864.76	100.00	
Library	\$ 16,038.29	\$ 181,271.50	89.21	\$ 98,044.71
Parks & Recreation	\$ 5,695.00	\$ 12,845.00	103.92	\$ 68,531.00
Interest Earned		\$ 497,649.65	297.62	\$ 5,150.72
Rent of County Property	\$ 5,627.50	\$ 52,502.50	79.88	\$ 65,887.50
Finance/Other	\$ 5,692.69	\$ 20,425.45	92.84	\$ 21,416.83
Miscellaneous Income		\$ 111,969.24	159.54	\$ 2,188,091.93
Fund Transfer In				
Totals	\$ 1,643,259.05	\$ 30,127,115.02	85.87	\$ 28,938,481.44

#### GENERAL FUND EXPENDITURES

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 05/22
Governing Body	\$ 14,671.70	\$ 130,864.22		55.86	\$ 90,078.60
Finance Office	\$ 39,308.62	\$ 573,523.37	\$ 1,655.00	70.25	\$ 512,010.18
Tax Collector	\$ 16,755.89	\$ 269,996.14		83.45	\$ 214,262.78
Tax Supervisor	\$ 15,267.49	\$ 175,306.99	\$ 6,648.55	61.67	\$ 186,783.33
Land Records	\$ 6,212.66	\$ 80,489.53		82.15	\$ 74,564.22
Professional Services		\$ 21,600.00		33.23	\$ 19,725.00
Court Facilities	\$ 289.40	\$ 6,460.60		19.63	\$ 16,857.59
Board of Elections	\$ 38,683.95	\$ 223,540.60		63.98	\$ 247,586.75
Register of Deeds	\$ 39,521.46	\$ 360,349.39	\$ 6,808.50	90.77	\$ 379,833.45
Register of Deeds- Automation	\$ 399.98	\$ 13,074.10	\$ 1,000.00	95.61	\$ 14,979.98
Custodial	\$ 5,479.80	\$ 79,905.53		85.36	\$ 70,091.76
Maintenance	\$ 63,541.24	\$ 580,473.07	\$ 131,584.00	50.28	\$ 417,642.61
Sheriff's Department	\$ 355,603.29	\$ 4,101,575.79	\$ 15,461.00	83.03	\$ 4,010,487.73
Emergency Management	\$ 6,907.89	\$ 100,289.88		63.52	\$ 118,923.66
911 Dispatchers	\$ 65,330.34	\$ 681,122.15	\$ 4,269.00	87.85	\$ 631,043.52
Fire Contract/Forest Service	\$ 9,123.50	\$ 66,272.15		62.82	\$ 66,784.53
Inspections	\$ 19,062.60	\$ 301,333.35		64.85	\$ 311,810.37
Economic Development	\$ 8,402.82	\$ 101,919.36		38.50	\$ 83,451.20
Medical Examiner	\$ 200.00	\$ 16,900.00		84.50	\$ 16,250.00
Ambulance Service Contract	\$ 142,916.67	\$ 1,572,083.37	\$ 142,916.00	91.27	\$ 1,572,083.37
Animal Control	\$ 64,307.74	\$ 323,119.72		80.09	\$ 301,654.99
Transportation - Admin	\$ 10,269.37	\$ 116,081.21		90.57	\$ 116,545.69



DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 05/22
Transportation - Operating	\$ 55,159.86	\$ 461,222.07	\$ 3,605.00	68.28	\$ 375,302.29
Transportation - Capital Outlay		\$ 86,766.00	\$ 69,550.00	54.98	
Transportation - EDTAP		\$ 605.25		30.26	\$ 339.30
Planning & Development	\$ 15,000.00	\$ 96,937.25		34.32	\$ 77,447.77
Information Technology	\$ 18,622.97	\$ 247,622.19	\$ 203.00	84.57	\$ 220,343.97
Cooperative Extension	\$ 28,990.53	\$ 255,869.97		75.02	\$ 243,188.51
Soil & Water	\$ 7,867.27	\$ 128,963.09		74.86	\$ 127,780.97
Health Department	\$ 840,546.24	\$ 3,660,553.33	\$ 144,007.00	90.75	\$ 3,087,281.50
Drug Free Community	\$ 11,982.30	\$ 112,605.50		82.85	\$ 80,481.74
MHAT	\$ 5,140.54	\$ 23,314.75		37.30	
Management Admin.	\$ 117,546.71	\$ 374,780.39	\$ 700,240.90	16.49	\$ 273,818.54
Social Services	\$ 169,753.64	\$ 2,170,508.31	\$ 13,076.00	66.35	\$ 2,390,723.01
AFDC		\$ 1,643.53		20.54	\$ 612.27
Special Assistance	\$ 7,143.50	\$ 78,773.31		71.61	\$ 78,519.11
State Foster Care		\$ 121,016.73		17.29	\$ 145,227.62
Foster Care Program		\$ 92,912.15		22.66	\$ 203,582.42
Medical Assistance Program	\$ -	\$ 20.00		4.00	
Adoption Assistance	\$ 12,860.77	\$ 172,099.33		61.81	\$ 99,633.23
Crisis Intervention		\$ 178,767.53		76.48	\$ 173,125.53
Child Support	\$ 7,653.29	\$ 89,860.40	\$ 9,404.00	66.45	\$ 90,825.90
In Home Aides	\$ 6,316.71	\$ 92,986.12		51.24	\$ 82,810.40
Nutrition	\$ 55,919.01	\$ 500,533.88	\$ 1,000.00	71.26	\$ 498,559.13
Education	\$ 433,002.16	\$ 5,604,520.66	\$ 192,812.00	94.63	\$ 3,814,545.04
A-B Technical College	\$ 9,542.00	\$ 104,962.00	\$ 9,542.00	91.67	\$ 104,962.00
Bank Charges	\$ 1,792.87	\$ 17,385.45		96.59	\$ 11,598.21
Library	\$ 44,420.24	\$ 579,558.57	\$ 7,686.00	79.76	\$ 511,223.45
Parks & Recreation	\$ 18,802.57	\$ 166,479.63		49.58	\$ 162,842.23
Debt Services					
Debt Services Interest					
Fund Transfer In/ Landfill & Library					
Fund Transfer Out/Revaluation					
TOTALS	\$ 2,793,857.84	\$ 25,326,158.16	\$ 1,461,467.95	72.55	\$ 22,554,095.57

LANDFILL FUND

REVENUES	MTD	YTD	% OF BUDGET	Year to Date 05/22
Transfer From Fund Balance				
Landfill Miscellaneous Fees		\$ 19.00		
Returned Check Fees				
Surplus Property Proceeds				
State Tire Disposal Fee	\$ 9,306.40	\$ 30,160.73	144.63	\$ 25,856.67
Local Tire Disposal Fee	\$ 842.50	\$ 3,579.88	141.72	\$ 2,213.95
White Goods Tax		\$ 555.20		
Sale of White Goods	\$ 2,123.80	\$ 21,344.30	118.58	\$ 45,029.50
Household Hazardous Waste	\$ 1,187.00	\$ 2,349.00	167.79	\$ 845.00
Temporary Disposal Cards	\$ 9,620.00	\$ 85,086.25	265.89	\$ 70,727.82
Duplicate Disposal Cards	\$ 240.00	\$ 23,786.23	84.95	\$ 94,051.16
Landfill Disposal Cost Fees	\$ 5,628.62	\$ 144,546.93	115.64	\$ 147,134.35
Landfill Sale of Recyclables	\$ 6,238.68	\$ 54,913.00	119.68	\$ 90,168.30
Nuisance Tires				
Disposal Cards	\$ 19,270.88	\$ 2,444,764.49	102.26	\$ 2,233,690.69
Construction Demolition	\$ 7,228.95	\$ 50,556.34	127.04	\$ 45,033.10
Solid Waste Disposal Distributio	\$ 4,589.18	\$ 14,532.83	145.33	\$ 18,176.80
Grant/State				
Electronics Management		\$ 658.00	9.56	
Electronics (County)				
Interest				
Totals	\$ 66,276.01	\$ 2,876,852.48	105.70	\$ 2,789,237.15

EXPENSES:	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 05/22
Landfill	\$ 209,201.36	\$ 1,924,092.27	\$ 107,000.00	79.27	\$ 1,821,688.75
Recycling	11948.76	\$ 214,020.73	\$ 77.00	81.82	\$ 176,149.84
Scrap Tires	\$ 2,041.02	\$ 22,327.08	\$ 4,463.27	84.25	\$ 26,402.12
White Goods		\$ 3,364.46		53.40	
Closure/Post Closure					
Totals	\$ 223,216.71	\$ 2,163,804.54	\$ 111,540.27	79.50	\$ 2,024,414.36

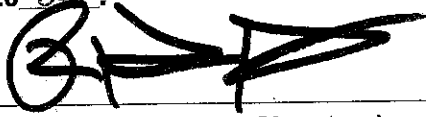
FRENCH BROAD ELECTRIC MEMBERSHIP CORPORATION

Return to: PO Box 9, Marshall, NC 28753

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT Madison County Government  
Grantor(s)

do hereby grant unto the French Broad Electric Membership Corporation (hereinafter called the "Cooperative"), its successors and assigns, the perpetual right, privilege and easement to go in and upon that certain tract of land situated in said County and State containing approximately 1.66 acres, located approximately 10 miles from the Town of Marshall in Madison County, and bounded by lands owned by S + J Beck Partners I, LTD. See Deed Book 561, 234 Page 335/32; and any other land owned by Grantor(s), and in accordance with a staking sheet, work order # 102, dated 6/8/23, prepared by Brent Smathers; a copy of which is on file with the Cooperative, and a copy delivered to Grantors, which sheet is incorporated herein by reference, to construct, operate and maintain an electric transmission and/or distribution line or system on or under the above land; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Cooperative may from time to time deem advisable, including by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth, by chemical means, machinery or otherwise, of trees and shrubbery located within 20' of the center of an overhead line or system and 5' of the center line of an underground line or system. The Cooperative may leave the trees, brush and other vegetation where it has fallen except that the Cooperative will endeavor to remove material in a yard, walkway, driveway or roadway and from fences or streambeds. The Cooperative reserves the right at any angle point of the electric line to install guys and anchors that may extend beyond 20' from the electric line for the support of said lines. Trees or vegetation located beyond the edge of this right-of-way, which threatens to endanger the electric line, may be trimmed or removed at the discretion of the Cooperative. The member agrees to keep the easement clear of all buildings, structures, or other obstructions; and to license, permit or otherwise agree to the joint use of occupancy of the lines, systems, or if any, of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation. IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hands and seals, this the 13 day of June, 20 23.



(Owner Signature)

SEAL

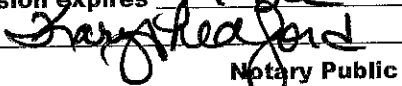
(Co-Owner Signature)

SEAL

STATE OF NC COUNTY OF Madison

I, Kay Ledford, a Notary Public for said County and State, do hereby certify that Rad Honeycutt, County Manager personally appeared before me this day and acknowledged the due execution of the foregoing instrument this the 13 day of June, 20 23.

My commission expires 17 Dec, 20 24.

  
Notary Public

Official Seal



2007 CA

ArcGIS Web Map



281 Laurel Valley  
Pole # 995057161

Pole

281

## Madison County Public Safety Board

### Article 1 – Name and Purpose

This organization shall be called **The Madison County Public Safety Board**.

The Board's purpose is to outline the objectives and tasks involved in executing and standardizing county public safety systems and procedures. Results and recommendations will be based on best practices, industry standards, and local requirements. Reviewing the public safety systems and processes will provide valuable insights and recommendations for improving the community's safety. The Public Safety Board is committed to conducting an impartial and thorough review to ensure that the community can access practical, efficient, and adequate public safety services. To this end, the Board shall:

1. Provide recommendations for enhancing the overall public safety of the community.
2. Evaluate current public safety systems and procedures.
3. Evaluate budget and spending plans.
4. Ensure compliance with legal and regulatory requirements.
5. Ensure the community has access to effective, efficient, and adequate safety services.
6. Review existing systems and procedures, including policies, protocols, and equipment.
7. Survey to gather input and feedback on the public safety systems and processes.
8. Review and analyze data on public safety incidents and outcomes.
9. Consult with public safety experts to collect best practices and industry standards.
10. Prepare and present reports summarizing findings and recommendations.

### Article 2 – Members

#### Section 1

The Board consist of 11 voting and welcomes attendees (non-voting) members.

#### Voting Members

1. County Commissioner
2. Sheriff or designee
3. Two County Firefighters Association designees
4. Emergency Management Coordinator
5. Emergency Services Director or designee
6. Town of Hot Springs representative
7. Town of Marshall representative
8. Town of Mars Hill representative
9. Emergency Management / E-911 Director
10. E-911 Tele-Communicator
11. County Manager (**Chair**)

#### Attendees (non-voting):

- Law Enforcement Officers
- Fire Department Personnel
- EMS Personnel
- Public Safety Professionals
- Madison County Schools representatives
- Local Business owners
- County Finance Director

## Section 2

Members shall serve without compensation for their services.

## Section 3

The County Manager serves as the board chair with the vice chair appointed from one of the voting members by the voting members.

## Section 4

Voting members serve as required by the organization represented.

## Section 5

Voting members will appoint a secretary to capture and publish minutes.

## Section 6

No member of the Board shall be financially vested, directly or indirectly, in any contract, sale, or transaction to which the County is a party and which comes before the Board for approval or any action pertaining to County Public Safety matters.

## Section 7

Solicitation of products or political activities is prohibited while engaged in Board related activities.

## Section 8

The Madison County Board of Commissioners will appoint municipality representation for a two year duration.

## Section 9

The Madison County Firefighter's Association President will ensure his/her representation rotates equally between the county fire departments. Fire department designees serve on the board for six months.

## **Article 3 - Meetings**

### Section 1

The public safety board will convene at least quarterly with regular meetings on the last Thursday of March, June, September, and December at 1 PM in the Madison County Sheriff's Office Conference Room.

### Section 2

All meetings shall be open to the public per the Open Meeting Statutes.

## **Article 4 - Deliverables**

### Section 1

The Public Safety Board provides a quarterly written comprehensive report summarizing findings and recommendations. The County Manager is responsible for disseminating the quarterly report.

### Section 2

The Public Safety Board presents an annual update to the Madison County Board of Commissioners. The Madison County Public Safety Board Chairman is responsible for delivering the annual report in conjunction with the April Public Safety Telecommunications Week.



**DISTRIBUTION REQUEST  
NEEDS-BASED PUBLIC SCHOOL CAPITAL FUND  
NORTH CAROLINA EDUCATION LOTTERY**

Date of Request: June 9, 2023

DPI USE

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

County: Madison County  
Address: 107 Elizabeth Lane, Marshall, NC 28753  
LEA: Madison County Schools  
Address: 5738 US 25/70 Hwy. Marshall, NC 28753

Contact Person: Michael Wallin  
Title: CFO  
Phone: 828-649-9276  
Email: mwallin@madisonk12.net

Project Title: Madison County Schools' Stadium Renovation Project  
Project Address: 5740 US 25/70 Hwy. Marshall, NC 28753

The Needs-Based Public School Capital Fund is governed by Article 38B of GS 115C-546. The purpose of the NBPSCF is to assist counties with their critical public school building capital needs. Grant funds may be used for construction of new public school buildings, as well as additions, repairs, and renovations to existing public school buildings. Grant funds cannot be used for real property acquisition, or for capital improvements to administrative buildings. Grant funds may be utilized for a lease agreement per GS 115C-546.13. **Do Not use this Distribution Request Form for lease payments.**

Total Project Costs (per signed agreement)	State Grant		Local Match		Total
Planning / Design	\$ _____	+	\$ _____	=	\$ _____
Construction	\$ 2,380,000	+	\$ 119,000	=	\$ 2,499,000
Other	\$ _____	+	\$ _____	=	\$ _____
Total	\$ 2,380,000	+	\$ 119,000	=	\$ 2,499,000

Design Firm: LS3P 14 O'Henry Ave., Suite 210, Asheville, NC 28801

Date of Design Contract: 10/14/2021

Bid Date (  actual  estimated ): 9/14/2022

General Contractor: H&M Constructors

Date of Construction Contract: 9/26/2022

Construction Start Date (  actual  estimated ): 11/30/2022 Completion Date (  actual  estimated ): 10/2/2023

Local Matching Fund Requirement:  1:1 |  1:3 ----- or -----  0% |  5% |  15% |  25% |  35%

Source(s) of matching funds: Local and Capital Outlay Funds

Project Costs (as of date): <u>05/31/2023</u>	State Grant		Local Match		Total
Planning / Design	\$ _____	+	\$ _____	=	\$ _____
Construction	\$ 1,267,721.38	+	\$ 117,261.54	=	\$ 1,385,085.92
Other	\$ _____	+	\$ _____	=	\$ _____
Total	\$ 1,267,721.38	+	\$ 117,261.54	=	\$ 1,385,085.92

Grant Funds Requested	All Prior Requests		This Request		Total
Planning / Design	\$ _____	+	\$ _____	=	\$ _____
Construction	\$ 741,443.32	+	\$ 526,278.06	=	\$ 1,267,721.38
Other	\$ _____	+	\$ _____	=	\$ _____
Total	\$ 741,443.32	+	\$ 526,278.06	=	\$ 1,267,721.38

Supporting Documentation: *At DPI's request, submit documentation to DPI substantiating project expenditures identified here.*

**Reporting Requirements**

We, the undersigned, agree to submit a report describing the progress of this project, including State and Local amounts expended, as follows: 1) with each distribution request; 2) annually on or before April 1 of each year; and 3) within 90 days following completion of the project (final payment). We certify that the project herein described is within the parameters set forth in Article 38B of GS 115C-546, and that all the required local funding is available and designated as a Local Match for this project. We certify that Local Matching Funds are derived from non-State and non-Federal funds and will be expended along with Needs-Based Grand funds as the project progresses.

  
(Signature - Chair, County Commissioners)

June 13, 2023  
(Date)

(Signature - Chair, Board of Education)

(Date)