State of North Carolina

Minutes

County of Madison

The Madison County Board of Commissioners met in regular session on Tuesday, June 16, 2025, 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 Jeremy Hensley, Commissioner Michael Garrison, Commissioner Bill Briggs, County Manager Rod Honeycutt, County Attorney Donny Laws, and Clerk Mandy Bradley. Commissioner Alan Wyatt was not in attendance.

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

Agenda Item 1: Agenda Approval

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

Agenda Item 2: Consent Agenda

a. **Tax Refunds and Releases** (Attachment 2.1)
b. **Health Department 2025-2026 Fee Schedule** (Attachment 2.2)
c. **North Carolina Department of Public Safety Offender Labor Contract** (Attachment 2.3)
d. **Specialized Consulting Services, LLC Service Contract Ratification** (Attachment 2.4)
e. **Approval of May 13, 2025 (Special) Meeting Minutes; May 13, 2025 (Regular) Meeting Minutes; May 20, 2025 (Special) Meeting Minutes; May 27, 2025 (Special) Meeting Minutes**

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

Upon motion by Vice-Chairman Hensley and second by Commissioner Garrison, the Board voted unanimously to approve the consent agenda.

Agenda Item 3: Public Comment

Judy Major requested to defer to Jim Baker.
Jim Baker spoke regarding the Board of Health.
Jan Lounsbury spoke regarding the Board of Health.
Shannon Dowler spoke regarding the Board of Health.
Elizabeth Pautzer spoke regarding the Board of Health.
Jennie Barhhardt spoke regarding the Board of Health.
Sherrye Perry spoke regarding active living sites.
Aimee Peason spoke regarding the Board of Health.

Cindy Davidson spoke regarding the Board of Health.
Trisha Shapiro spoke regarding the Board of Health.

Upon motion by Vice-Chairman Hensley and second by Commissioner Garrison, the Board voted unanimously to adjourn the public comment portion until the final topic of business has been discussed.

Discussion was had.

Agenda Item 4: Matt Wechtel, Chairman Board of Commissioners

County Manager Rod Honeycutt recognized County employee Betty Turner.

Agenda Item 5: Public Hearing-FY 2025-2026 Budget Ordinance

a. Presentation-Rod Honeycutt, County Manager

County Manager Honeycutt presented and discussed the proposed FY 2025-2026 budget.

b. Public Comment

Chairman Wechtel opened the floor for those in attendance who wished to speak.

Danny Wyatt spoke regarding public funding with County Manager Honeycutt providing information at the request of Mr. Wyatt.
Nathan Cody spoke regarding the budget.

Chairman Wechtel called for additional comment with none being received.

Upon motion by Vice-Chairman Hensley and second by Commissioner Briggs, the Board voted unanimously to close public comment.

c. Discussion

Discussion was had by members of the Board regarding the budget and budget process.

d. Consideration of Approval

Upon motion by Commissioner Garrison and second by Vice-Chairman Hensley, the Board voted unanimously to approve the budget as presented.

Madison County, North Carolina
2025-2026 Budget Ordinance

BE IT ORDAINED by the Governing Body of the County of Madison, North Carolina:

Section 1: The following amounts are hereby appropriated in the General Fund for the operation of the county government and its activities for the fiscal year beginning July 01, 2025 and ending June 30, 2026, in accordance with the chart of accounts heretofore established for this County:

General Government	$	5,112,389.00
Public Safety	$	9,095,454.00
Transportation	$	1,095,741.00
Health and Human Services	$	4,032,686.00
Community Services	$	1,526,427.00
Social Services	$	4,946,394.00
Economic and Physical Development	$	60,000.00
Education	$	4,887,517.00
Culture and Recreation	$	1,001,007.00
Contingency	$	450,000.00
Debt Services	$	1,180,227.00
Fund Transfer Out	$	13,000.00
	$	33,400,842.00

Section 2: It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 01, 2025 and ending June 30, 2026:

Current Year's Real Property Taxes	$	14,579,000.00
Current Year's Motor Vehicle Taxes	$	1,000,000.00
Prior Year's Real Property Taxes	$	306,500.00
Interest and Late Listing Fees on Taxes	$	132,000.00
Franchise Taxes	$	8,000.00
Local Option Sales Tax	$	6,989,000.00
Intergovernmental Revenues	$	7,260,139.00
Fees	$	915,190.00
Other Revenues	$	1,311,013.00
Interest on Banking Accounts	$	500,000.00
Fund Balance Appropriation	$	400,000.00
	$	33,400,842.00

Section 6: It is estimated that the following revenues will be available in the Vehicle Tax Fund for the fiscal year beginning July 01, 2025 and ending June 30, 2026:

Town of Hot Springs	$	40,000.00
Town of Marshall	$	40,000.00
Town of Mars Hill	$	55,000.00
Total Estimated Revenues	$	135,000.00

Section 7: The following amounts are hereby appropriated in the Occupancy Tax Fund for the development of tourism in Madison County during the fiscal year beginning July 01, 2025 and ending June 30, 2026, in accordance with the chart of accounts heretofore established for this County:

Tourism and Development	$	594,845.00
Total Appropriation	$	594,845.00

Section 8: It is estimated that the following revenues will be available in the Occupancy Tax Fund for the fiscal year beginning July 01, 2025 and ending June 30, 2026:

Occupancy Tax	$	594,835.00
Fund Interest	$	10.00
Total Estimated Revenues	$	594,845.00

Section 9: The following amounts are hereby appropriated in the E-911 Fund for the operation of the Emergency 911 System for the fiscal year beginning July 01, 2025 and ending June 30, 2026 in accordance with the chart of accounts heretofore established for this County:

911 Emergency Telephone System	$	87,380.00
Total Appropriation	$	87,380.00

Section 10: It is estimated that the following revenues will be available in the E-911 Fund for the fiscal year beginning July 01, 2025 and ending June 30, 2026:

911 Telephone Surcharges	$	87,380.00
Total Estimated Revenues	$	87,380.00

Section 3: The following amounts are hereby appropriated in the Fire District Fund for the operation of fire protection services for the fiscal year beginning July 01, 2025 and ending June 30, 2026, in accordance with the chart of accounts heretofore established for this County:

Smokey Mountain Fire Department	$	300,000.00
Ebbs Chapel Fire Department	$	475,000.00
Mars Hill Fire Department	$	1,300,000.00
Country Fire Department	$	50,000.00
Walnut Fire Department	$	225,000.00
Big Pine Fire Department	$	60,000.00
Jupiter Fire Department	$	80,000.00
Leicester Fire Department	$	160,000.00
Spring Creek Fire Department	$	150,000.00
Laurel Fire Department	$	95,000.00
Total Appropriation	$	2,895,000.00

Section 4: It is estimated that the following revenues will be available in the Fire District Fund for the fiscal year beginning July 01, 2025 and ending June 30, 2026:

Smokey Mountain Fire Department	$	300,000.00
Ebbs Chapel Fire Department	$	475,000.00
Mars Hill Fire Department	$	1,300,000.00
Country Fire Department	$	50,000.00
Walnut Fire Department	$	225,000.00
Big Pine Fire Department	$	60,000.00
Jupiter Fire Department	$	80,000.00
Leicester Fire Department	$	160,000.00
Spring Creek Fire Department	$	150,000.00
Laurel Fire Department	$	95,000.00
Total Estimated Revenues	$	2,895,000.00

Section 5: The following amounts are hereby appropriated in the Vehicle Tax Fund for the three towns located in Madison County for the fiscal year beginning July 01, 2025 and ending June 30, 2026, in accordance with the chart of accounts heretofore established for this County:

Town of Hot Springs	$	40,000.00
Town of Marshall	$	40,000.00
Town of Mars Hill	$	55,000.00
Total Appropriation	$	135,000.00

Section 6: It is estimated that the following revenues will be available in the Vehicle Tax Fund for the fiscal year beginning July 01, 2025 and ending June 30, 2026:

Town of Hot Springs	$	40,000.00
Town of Marshall	$	40,000.00
Town of Mars Hill	$	55,000.00
Total Estimated Revenues	$	135,000.00

Section 7: The following amounts are hereby appropriated in the Occupancy Tax Fund for the development of tourism in Madison County during the fiscal year beginning July 01, 2025 and ending June 30, 2026, in accordance with the chart of accounts heretofore established for this County:

Tourism and Development	$	594,845.00
Total Appropriation	$	594,845.00

Section 8: It is estimated that the following revenues will be available in the Occupancy Tax Fund for the fiscal year beginning July 01, 2025 and ending June 30, 2026:

Occupancy Tax	$	594,835.00
Fund Interest	$	10.00
Total Estimated Revenues	$	594,845.00

Section 9: The following amounts are hereby appropriated in the E-911 Fund for the operation of the Emergency 911 System for the fiscal year beginning July 01, 2025 and ending June 30, 2026 in accordance with the chart of accounts heretofore established for this County:

911 Emergency Telephone System	$	87,380.00
Total Appropriation	$	87,380.00

Section 10: It is estimated that the following revenues will be available in the E-911 Fund for the fiscal year beginning July 01, 2025 and ending June 30, 2026:

911 Telephone Surcharges	$	87,380.00
Total Estimated Revenues	$	87,380.00

Section 16: It is estimated that the following revenues will be available in the DSS Custodial Fund for the fiscal year beginning July 01, 2025 and ending June 30, 2026:

Other Operating Income	$	200,000.00
Total Estimated Revenues	$	200,000.00

Section 17: The following amounts are hereby appropriated in the Inmate Trust Fund for the fiscal year beginning July 01, 2025 and ending June 30, 2026 in accordance with the chart of accounts heretofore establed for this County:

Inmate Funds	$	90,000.00
Total Appropriation	$	90,000.00

Section 18: It is estimated that the following revenues will be available in the Inmate Trust Fund for the fiscal year beginning July 01, 2025 and ending June 30, 2026:

Inmate Deposits	$	90,000.00
Total Estimated Revenues	$	90,000.00

Section 19: The Helene Disaster Response and Recovery Project, the Public Safety Communication Upgrade Project, the Cyber Security Project, the Value Added Kitchen Project, the Spring Creek Community Center Project, the Water and Wastewater Project, the Fairgrounds Capital Improvement Fund, and the Opioid Settlement Fund are hereby authorized. Appropriations made for the specifics projects and grants in these funds are hereby appropriated until the project is completed. Any grant or capital project budget previously adopted, the balance of any anticipated, but not received, revenues and any unexpended appropriations remianing on June 30th, 2026, shall be reauthorized in the 2026-2027 Fiscal Year budget.

Section 20: There is hereby levied a tax rate of thirty-six ($.36) cents per one hundred dollars ($100.00) valuation of property tax listed as of January 01, 2025, for the purpose of raising revenue included in "2025 Ad Valorem Taxes" in General Fund in Section 2 of this ordinance.

This rate is based on an estimated total valuation of property for the purpose of taxation of $4,209,751,931 at an estimated collection rate of 96.2% and on an estimated total valuation of vehicles of $267,978,590 at an estimated collection rate of 99.50%.

Section 11: The following amounts are hereby appropriated in the Landfill Fund for the operation of the County Landfill for the fiscal year beginning July 01, 2025 and ending June 30, 2026 in accordance with the chart of accounts heretofore established for this County:

Landfill	$	2,555,015.00
Recycling	$	306,355.00
Scrap Tire Disposal	$	26,500.00
White Goods Management	$	6,300.00
Total Appropriation	$	2,894,170.00

Section 12: It is estimated that the following revenues will be available in the Landfill Fund for the fiscal year beginning July 01, 2025 and ending June 30, 2026:

Disposal Fees	$	2,555,270.00
Other Operating Income	$	338,900.00
Total Estimated Revenues	$	2,894,170.00

Section 13: The following amounts are hereby appropriated in the Soil and Water Conservation Fund for the fiscal year beginning July 01, 2025 and ending June 30, 2026 in accordance with the chart of accounts heretofore established for this County:

General Fund	$	10,800.00
Total Appropriation	$	10,800.00

Section 14: It is estimated that the following revenues will be available in the Soil and Water Conservation Fund for the fiscal year beginning July 01, 2025 and ending June 30, 2026:

Other Operating Income	$	10,800.00
Total Estimated Revenues	$	10,800.00

Section 15: The following amounts are hereby appropriated in the DSS Custodial Fund for the fiscal year beginning July 01, 2025 and ending June 30, 2026 in accordance with the chart of accounts heretofore established for this County:

General Fund	$	200,000.00
Total Appropriation	$	200,000.00

Section 16: It is estimated that the following revenues will be available in the DSS Custodial Fund for the fiscal year beginning July 01, 2025 and ending June 30, 2026:

Other Operating Income	$	200,000.00
Total Estimated Revenues	$	200,000.00

Section 17: The following amounts are hereby appropriated in the Inmate Trust Fund for the fiscal year beginning July 01, 2025 and ending June 30, 2026 in accordance with the chart of accounts heretofore estabied for this County:

Inmate Funds	$	90,000.00
Total Appropriation	$	90,000.00

Section 18: It is estimated that the following revenues will be available in the Inmate Trust Fund for the fiscal year beginning July 01, 2025 and ending June 30, 2026:

Inmate Deposits	$	90,000.00
Total Estimated Revenues	$	90,000.00

Section 19: The Helene Disaster Response and Recovery Project, the Public Safety Communication Upgrade Project, the Cyber Security Project, the Value Added Kitchen Project, the Spring Creek Community Center Project, the Water and Wastewater Project, the Fairgrounds Capital Improvement Fund, and the Opioid Settlement Fund are hereby authorized. Appropriations made for the specifics projects and grants in these funds are hereby appropriated until the project is completed. Any grant or capital project budget previously adopted, the balance of any anticipated, but not received, revenues and any unexpended appropriations remianing on June 30th, 2026, shall be reauthorized in the 2026-2027 Fiscal Year budget.

Section 20: There is hereby levied a tax rate of thirty-six ($.36) cents per one hundred dollars ($100.00) valuation of property tax listed as of January 01, 2025, for the purpose of raising revenue included in "2025 Ad Valorem Taxes" in General Fund in Section 2 of this ordinance.

This rate is based on an estimated total valuation of property for the purpose of taxation of $4,209,751,931 at an estimated collection rate of 96.2% and on an estimated total valuation of vehicles of $267,978,590 at an estimated collection rate of 99.50%.

Section 21: For the fiscal year beginning July 1, 2025 and ending June 30, 2026 the compensation for the Chairman of the Board of Commissioners is $7,702 per year and a monthly travel allowance of $685. The compensation of all other members of the Board of Commissioners is $5,269 per year and a monthly travel allowance of $400.

Section 22: The County Manager shall serve as Budget Officer and is hereby authorized to transfer appropriations as contained herein under the following conditions:

A. The County Manager shall be authorized to transfer amounts between line item expenditures within a department without limitation and without report being required. These changes should not result in increases in recurring obligations such as salaries.

B. The County Manager shall be authorized to effect inter-department transfers, in the same fund, not to exceed 10% of the appropriated monies for the department whose allocation is reduced, notation of all such transfers shall be made to the Board during their next regular session.

C. Interfund transfers established in the budget may be accomplished without Board approval.

Section 23: The County Manager is hereby restricted from transferring appropriations as contained herein under the following conditions:

A. The utilization of any contingency appropriation shall be accomplished only with Board approval.

B. No salary increases may be made without Board approval, except when granted in accordance with an official pay plan adopted by the Board of Commissioners.

C. The interfund transfer of monies, except as noted in Section 31 (paragraph C) shall be accomplished by Board authorization only.

D. No travel advances may be made without written permission of the County Manager.

Section 24: This ordinance shall be the basis of the financial plan of Madison County during the 2025-2026 Fiscal Year. The County Manager shall administer the budget and shall insure that the operating officials are provided guidance and sufficient details to implement their appropriate portion of the budget. The accounting section shall establish records which are in consonance with the budget and this ordinance and the appropriate statutes of the State of North Carolina.

Adopted this the 24th day of June, 2025.

Matt Wechtel, Chairman
Madison County Board of Commissioners

ATTEST:

Mandy Bradley, Clerk to the Board

SEAL

Agenda Item 6: Kary Ledford, Finance Officer

a. Budget Amendment #12

Ms. Ledford presented and discussed Budget Amendment #12.

Upon motion by Vice-Chairman Hensley and second by Commissioner Garrison, the Board voted unanimously to approve. (Attachment 6.1)

b. Financial Report

Ms. Ledford presented and discussed the financial report for the month of May 2025. (Attachment 6.2)

Agenda Item 7: Rod Honeycutt, County Manager

a. County Manager's Update

County Manager Honeycutt presented updates for information including FEMA mitigation and recovery from the Hurricane Helene event, debris removal projects, and the County fairgrounds as well as answered questions from the Board with discussion being had.

b. North Carolina Department of Commerce Building Reuse Grant Agreement

The North Carolina Department of Commerce Building Reuse Grant Agreement was presented by County Manager Honeycutt in consideration of award to Advanced BioGas in Hot Springs. Discussion was had.

Upon motion by Commissioner Garrison and second by Vice-Chairman Hensley, with discussion being had by the Board and counsel being provided by County Attorney Laws, the Board voted unanimously to approve the Building Reuse Grant Agreement from the North Carolina Department of Commerce.

Additional discussion was had with counsel being provided by County Attorney Laws.

Upon motion by Vice-Chairman Hensley and second by Chairman Wechtel, the Board voted unanimously to proceed with having a discussion with Advance BioGas in regard to securing the deed of trust in amount of $100,000.00 for the backing of the grant agreement. (Attachment 7.2)

c. County Owned Surplus Property

Information regarding a previous bid that was accepted for final sale of County owned surplus property of which the bidder did not fulfill the contract was discussed by County Manager Honeycutt with counsel being provided by County Attorney Laws regarding procedural remedies and discussion being had.

Upon motion by Commissioner Garrison and second by Vice-Chairman Hensley, the Board voted unanimously to return to surplus property and readvertise it.

d. County Board Appointments

Discussion was had regarding the A-B Tech Board of Trustees. Upon motion by Vice-Chairman Hensley and second by Commissioner Briggs, the Board voted unanimously to reappoint Michael Garrison to the A-B Tech Trustees Board.

Discussion was had regarding the Board of Health. Motion was received by Commissioner Briggs to nominate Dyatt Smathers with second being received by Vice-Chairman Hensley and the Board voting unanimously in favor.

Discussion was had regarding the Economic Development Board with Chairman Wechtel requesting to table the position.

Discussion was had regarding the Housing Authority Board and reappointment of Dennis McMahan. Upon motion by Commissioner Garrison and second by Commissioner Briggs, the Board voted unanimously in favor.

Upon motion by Chairman Wechtel and second by Commissioner Garrison, the Board voted unanimously to reappoint Chris Watson to the Housing Authority Board.

Discussion was had regarding the Jury Commission. Upon motion by Chairman Wechtel and second by Vice-Chairman Hensley, the Board voted unanimously that we table that position at this time.

Discussion was had regarding the Social Services Board. Upon motion by Commissioner Garrison and second by Commissioner Briggs, the Board voted unanimously for Cindy Davison to serve.

Additional discussion was had regarding the Social Services Board with counsel being provided by County Attorney Laws. Upon motion by Vice-Chairman Hensley and second by Commissioner Briggs, the Board voted unanimously that we put on Sherrye Perry.

Discussion was had regarding the Board of Health and the resignation of Joey Chandler. Upon motion by Vice-Chairman Hensley and second by Commissioner Briggs, the Board voted unanimously that we appoint Robin Smith in his position for the Board of Health, the citizen position.

Discussion was had regarding a Registered Nurse term for the Board of Health. Upon motion by Commissioner Garrison and second by Vice-Chairman Hensley, the Board voted unanimously for Melissa Sluder who is a Registered Nurse to assume that position.

Discussion was had by the Board.

Agenda Item 3: Public Comment (cont.)

Cahterine Hubbard spoke regarding the Board of Health.
Time Arnett spoke regarding the Board of Health.
Amy Rubin spoke regarding the Board of Health.
Cassie Pfleger spoke regarding the Board of Health.
Breanne Nelson spoke regarding the Board of Health.
Jaana Mattson spoke regarding the Board of Health.
Adam Bennett spoke regarding the Board of Health.
Judy Major requested to allow Larry Burda to speak. Discussion was had with counsel being provided by County Attorney Laws.
Larry Burda spoke regarding the Board of Health.
Judy Major spoke regarding the Board of Health.
Mary Sauls Kelly spoke regarding the Board of Health.
Bobby Somerville spoke regarding the Board of Health.

Upon motion by Commissioner Garrison and second by Vice-Chairman Hensley, the Board voted unanimously that public comment be closed. (Attachment 3.1)

Agenda Item 8: Adjournment

Upon motion by Vice-Chairman Hensley and second by Commissioner Garrison, the Board voted unanimously to adjourn at 9:04 p.m.

This the 16th day of June 2025.

MADISON COUNTY

Matt Wechtel, Chairman
Board of Commissioners

ATTEST:

Mandy Bradley, Clerk

Attachment 11

Madison County Board of Commissioners
Agenda
June 16, 2025

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. Health Department 2025-2026 Fee Schedule
   c. North Carolina Department of Public Safety Offender Labor Contract
   d. Specialized Consulting Services, LLC Service Contract Ratification
   e. Approval of May 13, 2025 (Special) Meeting Minutes; May 13, 2025 (Regular) Meeting Minutes; May 20, 2025 (Special) Meeting Minutes; May 27, 2025 (Special) Meeting Minutes

3. Public Comment

4. Matt Wechtel, Chairman Board of Commissioners
   Employee Recognition

5. Public Hearing-FY 2025-2026 Budget Ordinance
   a. Presentation-Rod Honeycutt, County Manager
   b. Public Comment
   c. Discussion
   d. Consideration of Approval

6. Kary Ledford, Finance Officer
   a. Budget Amendment #12
   b. Financial Report

7. Rod Honeycutt, County Manager
   a. County Manager's Update
   b. North Carolina Department of Commerce Building Reuse Grant Agreement
   c. County Owned Surplus Property
   d. County Board Appointments

8. Adjournment

Date run: 6/10/2025 5:57:46 PM

Data as of: 6/9/2025 8:08:58 PM

TR-304 Bill Release Report

NCPTS V4

Attachment 2.1

Report Parameters:

Release Date Start: **5/1/2025**

Release Date End: **5/31/2025**

Tax District: **ALL**

Default Sort-By: **Bill #,Taxpayer Name,Release Date,Billing Date,Operator ID, Release Amount**

Grouping: **No Grouping**

Bill #	Taxpayer Name	Bill Date	Release Reason	Operator ID (Name)	Release Date	Orig Bill Amount($)	Release Amount($)	Bill Amount after
0000004296-2024-2024-0000-00-REG	CENTER FOR MENTAL RETARDATION	11/1/2024	Exempt Property	APRIL	5/8/2025	7,567.18	7,567.18	0.00
0000015773-2024-2024-0000-00-REG	THE GLASS SHOP OF MARS HILL	11/1/2024	BUSINESS CLOSED	JESSICA WEST	5/16/2025	8.22	8.22	0.00
0000379271-2008-2008-0000-00-REG	SCENIC WOLF SLOPES, LLC	8/15/2008	FORECLOSURE	APRIL	5/12/2025	940.00	940.00	0.00
0000380247-2013-2013-0000-00-REG	SCENIC WOLF SLOPES, LLC	8/15/2013	FORECLOSURE	APRIL	5/12/2025	70.81	70.81	0.00
0000380248-2013-2013-0000-00-REG	SCENIC WOLF SLOPES, LLC	8/15/2013	FORECLOSURE	APRIL	5/12/2025	94.96	94.96	0.00
0000380254-2012-2012-0000-00-REG	SCENIC WOLF SLOPES, LLC	8/15/2012	FORECLOSURE	APRIL	5/12/2025	70.81	70.81	0.00
0000380255-2012-2012-0000-00-REG	SCENIC WOLF SLOPES, LLC	8/15/2012	FORECLOSURE	APRIL	5/12/2025	94.96	94.96	0.00
0000380259-2011-2011-0000-00-REG	SCENIC WOLF SLOPES, LLC	8/15/2011	FORECLOSURE	APRIL	5/12/2025	585.00	585.00	0.00
0000380260-2011-2011-0000-00-REG	SCENIC WOLF SLOPES, LLC	8/15/2011	Refer To File	APRIL	5/12/2025	585.00	585.00	0.00
0000380263-2009-2009-0000-00-REG	SCENIC WOLF SLOPES, LLC	8/15/2009	FORECLOSURE	APRIL	5/12/2025	540.00	540.00	0.00
0000380264-2009-2009-0000-00-REG	SCENIC WOLF SLOPES, LLC	8/15/2009	FORECLOSURE	APRIL	5/12/2025	540.00	540.00	0.00
0000380265-2014-2014-0000-00-REG	SCENIC WOLF SLOPES, LLC	8/15/2014	FORECLOSURE	APRIL	5/12/2025	70.81	70.81	0.00
0000380266-2014-2014-0000-00-REG	SCENIC WOLF SLOPES, LLC	8/15/2014	FORECLOSURE	APRIL	5/12/2025	94.96	94.96	0.00
0000380267-2010-2010-0000-00-REG	SCENIC WOLF SLOPES, LLC	8/15/2010	FORECLOSURE	APRIL	5/12/2025	585.00	585.00	0.00
0000380268-2010-2010-0000-00-REG	SCENIC WOLF SLOPES, LLC	8/15/2010	Refer To File	APRIL	5/12/2025	585.00	585.00	0.00
0000380269-2008-2008-0000-00-REG	SCENIC WOLF SLOPES, LLC	8/15/2008	FORECLOSURE	APRIL	5/12/2025	540.00	540.00	0.00
0000548874-2008-2008-0000-00-REG	KOERBER, GERTHA	8/15/2008	FORECLOSURE	APRIL	5/12/2025	120.00	120.00	0.00
0000548876-2007-2007-0000-00-REG	KOERBER, GERTHA	8/15/2007	FORECLOSURE	APRIL	5/12/2025	120.00	120.00	0.00
0000548878-2011-2011-0000-00-REG	DICKEY, PAUL A.	8/15/2011	FORECLOSURE	APRIL	5/12/2025	130.00	130.00	0.00
0000548880-2006-2006-0000-00-REG	KOERBER, GERTHA	8/15/2006	FORECLOSURE	APRIL	5/12/2025	120.00	120.00	0.00
0000548882-2009-2009-0000-00-REG	DICKEY, PAUL A.	8/15/2009	FORECLOSURE	APRIL	5/12/2025	120.00	120.00	0.00
0000548884-2010-2010-0000-00-REG	DICKEY, PAUL A.	8/15/2010	FORECLOSURE	APRIL	5/12/2025	130.00	130.00	0.00
0000568166-2024-2024-0000-00-REG	NEWBY, TOM	11/1/2024	FORMAL APPEAL	JESSICA WEST	5/1/2025	391.64	134.21	257.43
Subtotal							**13,846.92**	
Total							**13,846.92**	

Date run: 5/8/2025 8:15:40 PM

Data as of: 5/8/2025 7:09:33 PM

TR-304 Bill Release Report

NCPTS V4

Report Parameters:

Release Date Start: **4/1/2025**

Release Date End: **5/1/2025**

Tax District: **ALL**

Default Sort-By: **Bill #,Taxpayer Name,Release Date,Billing Date,Operator ID, Release Amount**

Grouping: **No Grouping**

Bill #	Taxpayer Name	Bill Date	Release Reason	Operator ID (Name)	Release Date	Orig Bill Amount($)	Release Amount($)	Bill Amount after
0000002049-2023-2023-0000-00-REG	CUTSHAW, LARRY	9/28/2023	Less than min amt	JESSICA WEST	4/23/2025	153.03	0.00	153.03
0000002049-2023-2023-0000-00-REG	CUTSHAW, LARRY	9/28/2023	Landfill error	JESSICA WEST	4/23/2025	333.03	180.00	153.03
0000002049-2024-2024-0000-00-REG	CUTSHAW, LARRY	11/1/2024	Landfill error	JESSICA WEST	4/23/2025	310.69	180.00	130.69
0000003283-2024-2024-0000-00-REG	CARPATIA, LLC	11/1/2024	FORMAL	APRIL	4/14/2025	6,367.52	516.58	5,850.94
0000007704-2024-2024-0000-00-REG	COATES, J. C.	11/1/2024	FORMAL	APRIL	4/10/2025	1,613.53	914.28	699.25
0000007704-2024-2024-0000-00-REG	COATES, J. C.	11/1/2024	FORMAL	APRIL	4/10/2025	699.25	180.00	519.25
0000007705-2024-2024-0000-00-REG	COATES, J. C.	11/1/2024	FORMAL	APRIL	4/10/2025	1,466.04	287.04	1,179.00
0000008055-2024-2024-0000-00-REG	CHANDLER, BENNY B.	11/1/2024	FORMAL	APRIL	4/14/2025	2,819.69	1,203.46	1,616.23
0000008056-2024-2024-0000-00-REG	CHANDLER, BENNY B.	11/1/2024	FORMAL	APRIL	4/14/2025	803.26	279.65	523.61
0000010315-2024-2024-0000-00-REG	LEDFORD, SHEILA K.	11/1/2024	Landfill error	JESSICA WEST	4/23/2025	757.86	180.00	577.86
0000010470-2024-2024-0000-00-REG	SMOKY MOUNTAIN LAND CO, INC.	11/1/2024	FORMAL	JESSICA WEST	4/3/2025	15.43	0.00	15.43
0000010726-2024-2024-0000-00-REG	SMOKY MTN LAND CO., INC. A NC	11/1/2024	FORMAL	JESSICA WEST	4/3/2025	169.31	0.00	169.31
0000010727-2024-2024-0000-00-REG	SMOKY MTN LAND CO., INC. A NC	11/1/2024	FORMAL	JESSICA WEST	4/3/2025	9.88	0.00	9.88
0000017898-2024-2024-0000-00-REG	GOLDSTEIN, JASON	11/1/2024	FORMAL	APRIL	4/26/2025	7,063.46	2,019.20	5,044.26
0000019886-2024-2024-0000-00-REG	ROOST USA, INC	11/1/2024	Assessed In Err	JESSICA WEST	4/23/2025	2,630.44	2,301.44	329.00
0000020299-2023-2023-0000-00-REG	BOYLE ENTERPRISES, LLC	9/28/2023	Ownership	APRIL	4/14/2025	33.08	0.00	33.08
0000020299-2024-2024-0000-00-REG	BOYLE ENTERPRISES, LLC	11/1/2024	Ownership	APRIL	4/14/2025	26.20	0.00	26.20
0000020300-2023-2023-0000-00-REG	BOYLE ENTERPRISES, LLC	9/28/2023	Ownership	APRIL	4/14/2025	500.71	0.00	500.71
0000020300-2024-2024-0000-00-REG	BOYLE ENTERPRISES, LLC	11/1/2024	Ownership	APRIL	4/14/2025	391.54	0.00	391.54
0000569307-2024-2024-0000-00-REG	BULOW S. CARVER BUILDERS INC.	11/1/2024	Business closed	JESSICA WEST	4/15/2025	75.53	75.53	0.00
0000570776-2021-2021-0000-00-REG	CRAIG, LINDA	9/15/2021	Sold/Traded	APRIL	4/1/2025	32.45	32.45	0.00
0000571126-2024-2024-0000-00-REG	KING, TERRY W.	11/1/2024	Not in County	JESSICA WEST	4/4/2025	3.43	3.43	0.00
0000572014-2024-2024-0000-00-REG	CRAINE, SHELDON E.	11/1/2024	Over Assessment	JESSICA WEST	4/4/2025	14.85	9.80	5.05
Subtotal							**8,362.86**	

Total	**8,362.86**

Tax Year	Bill Number	Parcel #	Source Type	Adjustment #	Adjustment Reason	Date of Adj.	Additional Owners	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 ($)
MADISON Refunds																			
2024	0000000223-2024-2024-0000-00	234	REI	6403	FORMAL APPEAL	4/14/2025 11:09:45 PM	Secondary	CHANDLER, JEREMY	309 FLOYD RECTOR DRIVE	MARSHALL	NC	28753	MADISON	167.32	N	167.32	0.00		0.00
2024	0000000223-2024-2024-0000-00	234	REI	6403	FORMAL APPEAL	4/14/2025 11:09:45 PM	Secondary	CHANDLER, JEREMY	309 FLOYD RECTOR DRIVE	MARSHALL	NC	28753	MADISON	37.17	N	0.00	0.00	SMOKEY MOUNTAIN FD	37.17
2024	0000000224-2024-2024-0000-00	13858	REI	6406	FORMAL APPEAL	4/14/2025 11:20:19 PM	Secondary	CHANDLER, JEREMY	309 FLOYD RECTOR DRIVE	MARSHALL	NC	28753	MADISON	118.82	N	118.82	0.00		0.00
2024	0000000224-2024-2024-0000-00	13858	REI	6406	FORMAL APPEAL	4/14/2025 11:20:19 PM	Secondary	CHANDLER, JEREMY	309 FLOYD RECTOR DRIVE	MARSHALL	NC	28753	MADISON	26.41	N	0.00	0.00	SMOKEY MOUNTAIN FD	26.41
2024	0000000893-2024-2024-0000-01	904	REI	6396	FORMAL APPEAL	4/10/2025 5:52:33 PM		RICE, LEW ALAN	PO BOX 274	MARSHALL	NC	28753	MADISON	394.10	N	394.10	0.00		0.00
2024	0000000893-2024-2024-0000-01	904	REI	6396	FORMAL APPEAL	4/10/2025 5:52:33 PM		RICE, LEW ALAN	PO BOX 274	MARSHALL	NC	28753	MADISON	87.58	N	0.00	0.00	SMOKEY MOUNTAIN FD	87.58
2024	0000000894-2024-2024-0000-00	5494	REI	6397	FORMAL APPEAL	4/10/2025 5:55:28 PM	Secondary	RICE, LEW A.	PO BOX 274	MARSHALL	NC	28753	MADISON	25.73	N	25.73	0.00		0.00
2024	0000000894-2024-2024-0000-00	5494	REI	6397	FORMAL APPEAL	4/10/2025 5:55:28 PM	Secondary	RICE, LEW A.	PO BOX 274	MARSHALL	NC	28753	MADISON	5.72	N	0.00	0.00	SMOKEY MOUNTAIN FD	5.72
2024	0000004831-2024-2024-0000-00	5828	REI	6410	FORMAL APPEAL	4/17/2025 5:04:59 PM	Secondary	RICE, BARBARA HENDERSON	PO BOX 274	MARSHALL	NC	28753	MADISON	41.97	N	41.97	0.00		0.00
2024	0000004831-2024-2024-0000-00	5828	REI	6410	FORMAL APPEAL	4/17/2025 5:04:59 PM	Secondary	RICE, BARBARA HENDERSON	PO BOX 274	MARSHALL	NC	28753	MADISON	9.33	N	0.00	0.00	SMOKEY MOUNTAIN FD	9.33
DYE	0000006218-2024-2024-0000-00	7636	REI	6384	FORMAL APPEAL	4/3/2025 3:23:06 PM	Secondary	RIDDLE, JERRY	65 PETER COVE RD.	MARSHALL	NC	28753	MADISON	32.57	N	32.57	0.00		0.00
2024	0000006218-2024-2024-0000-00	7636	REI	6384	FORMAL APPEAL	4/3/2025 3:23:06 PM	Secondary	RIDDLE, JERRY	65 PETER COVE RD.	MARSHALL	NC	28753	MADISON	8.14	N	0.00	0.00	EBBS CHAPEL FD	8.14
2024	0000008529-2024-2024-0000-00	11427	REI	6407	FORMAL APPEAL	4/14/2025 11:31:48 PM	Secondary	RICE, LEW ALAN	PO BOX 274	MARSHALL	NC	28753	MADISON	32.41	N	32.41	0.00		0.00
2024	0000008529-2024-2024-0000-00	11427	REI	6407	FORMAL APPEAL	4/14/2025 11:31:48 PM	Secondary	RICE, LEW ALAN	PO BOX 274	MARSHALL	NC	28753	MADISON	7.20	N	0.00	0.00	SMOKEY MOUNTAIN FD	7.20
2024	0000009493-2024-2024-0000-00	3219	REI	6379	FORMAL APPEAL	4/1/2025 1:57:50 PM		GO TOMORROW, LLC	281 WOODHAVEN RD.	MARS HILL	NC	28754	MADISON	30.70	N	30.70	0.00		0.00
2024	0000014819-2024-2024-0000-00	2596	REI	6382	FORMAL APPEAL	4/3/2025 3:00:03 PM	Others/Secondary	SYKES MCPERSON LIVING TRUST	613 E ELK AVE	ELIZABETHTON	TN	37643	MADISON	177.88	N	177.88	0.00		0.00
2024	0000014819-2024-2024-0000-00	2596	REI	6382	FORMAL APPEAL	4/3/2025 3:00:03 PM	Others/Secondary	SYKES MCPERSON LIVING TRUST	613 E ELK AVE	ELIZABETHTON	TN	37643	MADISON	14.82	N	0.00	0.00	LAUREL FD	14.82
2024	0000015856-2024-2024-0000-00	658853	REI	6411	FORMAL APPEAL	4/21/2025 10:08:15 AM	Secondary	DYE, DUSTIN JAMES	1761 BONE CAMP RD	MARSHALL	NC	28753	MADISON	1,047.39	N	1,047.39	0.00		0.00
2024	0000015856-2024-2024-0000-00	658853	REI	6411	FORMAL APPEAL	4/21/2025 10:08:15 AM	Secondary	DYE, DUSTIN JAMES	1761 BONE CAMP RD	MARSHALL	NC	28753	MADISON	261.85	N	0.00	0.00	MARS HILL FD	261.85
2024	0000016238-2024-2024-0000-00	25517	REI	6417	Landfill error	4/24/2025 10:18:04 AM		SCHEA, JEREMY	2881 NC 212	MARSHALL	NC	28753	MADISON	180.00	N	0.00	180.00		0.00
2024	0000020129-2024-2024-0000-00	1262	REI	6381	FORMAL APPEAL	4/3/2025 12:03:30 PM		SHOEMAKER, LISA	296 BUD SWAN ROAD	MARSHALL	NC	28753	MADISON	138.84	N	138.84	0.00		0.00
2024	0000020129-2024-2024-0000-00	1262	REI	6381	FORMAL APPEAL	4/3/2025 12:03:30 PM		SHOEMAKER, LISA	296 BUD SWAN ROAD	MARSHALL	NC	28753	MADISON	30.86	N	0.00	0.00	SMOKEY MOUNTAIN FD	30.86
2024	0000020617-2024-2024-0000-00	364	REI	6392	FORMAL APPEAL	4/10/2025 4:45:17 PM		COPUS, JOSHUA	216 LEDFORD & CRAINE ROAD	MARSHALL	NC	28753	MADISON	317.07	N	317.07	0.00		0.00
2024	0000021557-2024-2024-0000-00	3201	REI	6383	FORMAL APPEAL	4/3/2025 3:13:38 PM		THOMAS, ZACHARY	564 WOODHAVEN ROAD	MARS HILL	NC	28754	MADISON	311.30	N	311.30	0.00		0.00
2024	0000568584-2024-2024-0000-00	895	REI	6395	FORMAL APPEAL	4/10/2025 5:44:59 PM		RICE, LEW ALAN	PO BOX 274	MARSHALL	NC	28753	MADISON	540.92	N	540.92	0.00		0.00
2024	0000568584-2024-2024-0000-00	895	REI	6395	FORMAL APPEAL	4/10/2025 5:44:59 PM		RICE, LEW ALAN	PO BOX 274	MARSHALL	NC	28753	MADISON	120.21	N	0.00	0.00	SMOKEY MOUNTAIN FD	120.21
2024	0000569966-2024-2024-0000-01	660094	REI	6421	FORMAL APPEAL	4/26/2025 10:49:47 PM		SPRAGINS, WILLIAM E.III	2108 NC 213 HWY	MARSHALL	NC	28753	MADISON	186.90	N	186.90	0.00		0.00
2024	0000569966-2024-2024-0000-01	660094	REI	6421	FORMAL APPEAL	4/26/2025 10:49:47 PM		SPRAGINS, WILLIAM E.III	2108 NC 213 HWY	MARSHALL	NC	28753	MADISON	41.54	N	0.00	0.00	SMOKEY MOUNTAIN FD	41.54
2024	0000575110-2024-2024-0000-00	661488	REI	6420	FORMAL APPEAL	4/26/2025 4:06:08 PM	Secondary	REARDON, SEAN PATRICK	400 MAGNOLIA LANE	MARSHALL	NC	28753	MADISON	454.32	N	454.32	0.00		0.00
2024	0000575110-2024-2024-0000-00	661488	REI	6420	FORMAL APPEAL	4/26/2025 4:06:08 PM	Secondary	REARDON, SEAN PATRICK	400 MAGNOLIA LANE	MARSHALL	NC	28753	MADISON	113.58	N	0.00	0.00	MARS HILL FD	113.58
2024	0000576240-2024-2024-0000-00	662069	REI	6398	FORMAL APPEAL	4/10/2025 7:12:20 PM	Secondary	REDISKE, THOMAS E.	757 S AMMONS BRANCH RD	MARSHALL	NC	28753	MADISON	823.21	N	823.21	0.00		0.00
2024	0000576240-2024-2024-0000-00	662069	REI	6398	FORMAL APPEAL	4/10/2025 7:12:20 PM	Secondary	REDISKE, THOMAS E.	757 S AMMONS BRANCH RD	MARSHALL	NC	28753	MADISON	182.94	N	0.00	0.00	SMOKEY MOUNTAIN FD	182.94

Authorization

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5/8/2025

Subtotal	5,968.80	4,841.45	180.00	947.35

Tax Year	Bill Number	Parcel #	Source Type	Adjustment #	Adjustment Reason	Date of Adj.	Additional Owners	Refund Recipient Name	Refund Address Line 1	Refund City	Refund State	Refund Zip Code	Jurisdiction	Refund Amount ($)	Includes Negative Refund	MADISON Portion Refund ($)	Special District Refund ($)	Fire District	Fire Refund ($)
MADISON Refunds																			
2024	0000568164-2024-2024-0000-00	19543	REI	6424	FORMAL APPEAL	5/1/2025 9:42:49 AM		DEBELL, PEGGY	80-44 CANDLER ST.	WAYNESVILLE	NC	28786	MADISON	159.67	N	159.67	0.00		0.00
2024	0000568164-2024-2024-0000-00	19543	REI	6424	FORMAL APPEAL	5/1/2025 9:42:49 AM		DEBELL, PEGGY	80-44 CANDLER ST.	WAYNESVILLE	NC	28786	MADISON	17.74	N	0.00	0.00	SPRING CREEK FD	17.74
2024	0000568165-2024-2024-0000-00	19544	REI	6425	FORMAL APPEAL	5/1/2025 9:45:03 AM	Secondary	KROSS, JESSICA	6925 SEVIERVILLE PIKE	KNOXVILLE	TN	37920	MADISON	42.16	N	42.16	0.00		0.00
2024	0000568165-2024-2024-0000-00	19544	REI	6425	FORMAL APPEAL	5/1/2025 9:45:03 AM	Secondary	KROSS, JESSICA	6925 SEVIERVILLE PIKE	KNOXVILLE	TN	37920	MADISON	4.68	N	0.00	0.00	SPRING CREEK FD	4.68
2024	0000568167-2024-2024-0000-00	19546	REI	6427	FORMAL APPEAL	5/1/2025 9:52:01 AM	Secondary	MARCH, JOHN	11 INDIGO CREEK TRAIL	DURHAM	NC	27712	MADISON	337.36	N	337.36	0.00		0.00
2024	0000568167-2024-2024-0000-00	19546	REI	6427	FORMAL APPEAL	5/1/2025 9:52:01 AM	Secondary	MARCH, JOHN	11 INDIGO CREEK TRAIL	DURHAM	NC	27712	MADISON	37.48	N	0.00	0.00	SPRING CREEK FD	37.48
2024	0000568256-2024-2024-0000-00	27202	REI	6428	FORMAL APPEAL	5/1/2025 9:54:16 AM		MEACHAM, DOROTHY H.	1790 N MARKET ST	FREDERICK	MD	21701-3424	MADISON	256.81	N	256.81	0.00		0.00
2024	0000568256-2024-2024-0000-00	27202	REI	6428	FORMAL APPEAL	5/1/2025 9:54:16 AM		MEACHAM, DOROTHY H.	1790 N MARKET ST	FREDERICK	MD	21701-3424	MADISON	28.53	N	0.00	0.00	SPRING CREEK FD	28.53
2024	0000568162-2024-2024-0000-00	19541	REI	6423	FORMAL APPEAL	5/1/2025 9:15:27 AM		SIMMONS, WARD	479 FENTON PLACE	CHARLOTTE	NC	28207	MADISON	144.46	N	144.46	0.00		0.00
2024	0000568162-2024-2024-0000-00	19541	REI	6423	FORMAL APPEAL	5/1/2025 9:15:27 AM		SIMMONS, WARD	479 FENTON PLACE	CHARLOTTE	NC	28207	MADISON	16.05	N	0.00	0.00	SPRING CREEK FD	16.05
2024	0000567757-2024-2024-0000-00	14063	REI	6422	FORMAL APPEAL	5/1/2025 9:09:34 AM		THE PRACTICE COMMUNITY OF SOUTHERN DHARMA, LLC	479 FENTON PLACE	CHARLOTTE	NC	28207	MADISON	79.04	N	79.04	0.00		0.00
2024	0000567757-2024-2024-0000-00	14063	REI	6422	FORMAL APPEAL	5/1/2025 9:09:34 AM		THE PRACTICE COMMUNITY OF SOUTHERN DHARMA, LLC	479 FENTON PLACE	CHARLOTTE	NC	28207	MADISON	8.79	N	0.00	0.00	SPRING CREEK FD	8.79
	Subtotal													**1,132.77**		**1,019.50**	**0.00**		**113.27**

Authorization

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6/10/2025

CPT	Procedure Description	BCBS Rate	Medicaid Rate	Medicare Rate	MCHD Vendor Cost	24-25 Fee	25-26 Proposed Fee	Price Difference	Reason for difference
10060	Drainage of skin abscess	$108.83	$80.14	$116.84	n/a	$144.00	$140.00	-$4.00	Medicare decrease
11981	Insert drug implant device	$138.82	$101.87	$91.71	n/a	$167.00	$167.00	$0.00	
11982	Remove drug implant device	$160.19	$117.41	$100.41	$49.43	$192.00	$192.00	$0.00	
11983	Remove/insert drug implant	$243.42	$182.72	$129.00	n/a	$292.00	$292.00	$0.00	
15853	REMOVAL SUTR/STAPL XREQ A	$12.43	$0.00	$10.10	$6.66	$15.00	$15.00	$0.00	
36415	Routine venipuncture	$4.09	$2.78	$0.00	n/a	$10.00	$10.00	$0.00	
36416	Capillary blood draw	$3.78	$0.00	$0.00	n/a	$10.00	$10.00	$0.00	
46900	Destruction, anal lesion(s)	$213.31	$160.97	$220.95	n/a	$271.00	$265.00	-$6.00	Medicare decrease
46924	Destruction, anal lesion(s)	$505.06	$359.75	$499.41	n/a	$622.00	$606.00	-$16.00	Medicare decrease
54050	Destruction, penis lesion(s)	$132.35	$98.84	$133.23	n/a	$164.00	$160.00	-$4.00	Medicare decrease
54065	Destruction, penis lesion(s)	$227.30	$168.63	$206.71	n/a	$273.00	$273.00	$0.00	
56501	Destroy, vulva lesions, sim	$139.49	$100.34	$173.39	n/a	$217.00	$208.00	-$9.00	Medicare decrease
56515	Destroy vulva lesion/s compl	$235.76	$171.94	$251.76	n/a	$314.00	$302.00	-$12.00	Medicare decrease
57415	Remove vaginal foreign body	$166.79	$124.66	$161.03	n/a	$200.00	$200.00	$0.00	
57452	Exam of cervix w/scope	$117.42	$85.22	$115.39	n/a	$144.00	$141.00	-$3.00	Medicare decrease
57454	Bx/curett of cervix w/scope	$165.90	$120.87	$154.15	n/a	$199.00	$199.00	$0.00	
57456	Endocerv curettage w/scope	$146.24	$105.87	$138.27	n/a	$175.00	$175.00	$0.00	
57505	Endocervical curettage	$109.30	$78.16	$138.64	n/a	$175.00	$166.00	-$4.00	Medicare decrease
58300	Insert intrauterine device	$87.59	$60.97	$0.00	n/a	$105.00	$105.00	$0.00	
58301	Remove intrauterine device	$105.30	$74.87	$99.51	n/a	$126.00	$126.00	$0.00	
59025	Fetal non-stress test	$48.59	$36.22	$44.42	n/a	$55.00	$58.00	$3.00	BCBS increase
59425	Antepartum care only	$461.41	$566.11	$508.77	n/a	$679.00	$679.00	$0.00	
59426	Antepartum care only	$825.00	$1,012.77	$930.75	n/a	$1,215.00	$1,215.00	$0.00	
59430	Care after delivery	$148.88	$181.66	$237.07	n/a	$296.00	$284.00	-$12.00	Medicare decrease
69210	Remove impacted ear wax	$51.43	$37.03	$44.00	n/a	$62.00	$62.00	$0.00	
80048	Basic metabolic panel (Calciun	$8.46	$10.19	$8.46	$2.58	$11.00	$11.00	$0.00	
80053	Comprehen metabolic panel	$10.56	$15.79	$10.56	$3.33	$17.00	$17.00	$0.00	
80061	Lipid panel	$13.39	$17.04	$13.39	$3.00	$19.00	$19.00	$0.00	
80069	Renal function panel	$8.68	$10.19	$8.68	$2.86	$11.00	$11.00	$0.00	
80074	Acute hepatitis panel	$21.43	$59.25	$47.63	$20.30	$65.00	$65.00	$0.00	
80076	Hepatic function panel	$3.68	$10.19	$8.17	$2.44	$11.00	$11.00	$0.00	
80156	Assay, carbamazepine, total	$6.56	$18.51	$14.57	$6.90	$20.00	$20.00	$0.00	
80164	Assay, dipropylacetic acid	$6.09	$17.04	$13.54	$4.64	$19.00	$19.00	$0.00	
80177	Levetiracetam	$5.96	$16.13	$13.25	$17.43	$19.00	$19.00	$0.00	
80178	Assay of lithium	$6.61	$8.41	$6.61	$4.89	$10.00	$10.00	$0.00	
80305	Drug test(s), presumptive, a	$12.60	$31.61	$12.60	$5.52	$35.00	$35.00	$0.00	
80307	by instrument chemistry analyz	$27.96	$0.00	$62.14	$25.00	$68.00	$68.00	$0.00	
80324	DRUG SCREEN AMPHETAMINE	$9.98	$0.00	$0.00	$26.00	$14.00	$14.00	$0.00	
80345	DRUG SCREENING BARBITURA	$9.98	$0.00	$0.00	$26.00	$29.00	$29.00	$0.00	
80346	BENZODIAZEPINES1-12	$9.98	$0.00	$0.00	$26.00	$29.00	$29.00	$0.00	

Attachment 2.2

CPT	Procedure Description	BCBS Rate	Medicaid Rate	Medicare Rate	MCHD Vendor Cost	24-25 Fee	25-26 Proposed Fee	Price Difference	Reason for difference
80348	DRUG SCREENING BUPRENOR	$8.78	$0.00	$0.00	$26.00	$14.00	$14.00	$0.00	
80349	CANNABINOIDS NATURAL	$9.98	$0.00	$0.00	$26.00	$29.00	$29.00	$0.00	
80353	DRUG SCREENING COCAINE	$9.98	$0.00	$0.00	$26.00	$29.00	$29.00	$0.00	
80354	DRUG SCREENING FENTANYL	$9.98	$0.00	$0.00	$26.00	$29.00	$29.00	$0.00	
80358	DRUG SCREENING METHADON	$9.98	$0.00	$0.00	$26.00	$29.00	$29.00	$0.00	
80359	METHYLENEDIOXYAMPHETAMI	$9.98	$0.00	$0.00	$26.00	$14.00	$14.00	$0.00	
80362	OPIOIDS & OPIATE ANALOGS 1	$9.98	$0.00	$0.00	$26.00	$14.00	$14.00	$0.00	
80365	DRUG SCREENING OXYCODON	$9.98	$0.00	$0.00	$26.00	$29.00	$29.00	$0.00	
80367	DRUG SCREENING PROPOXYP	$9.98	$0.00	$0.00	$26.00	$29.00	$29.00	$0.00	
81001	Urinalysis, auto w/scope	$3.17	$4.03	$3.17	$3.74	$10.00	$10.00	$0.00	
81003	Urinalysis Auto, w/o scope	$1.01	$2.86	$2.25	$2.65	$10.00	$10.00	$0.00	
81025	Urine pregnancy test	$7.75	$8.04	$8.61	$1.03	$10.00	$10.00	$0.00	
81240	Factor II DNA Analysis	$29.56	$0.00	$65.69	$88.02	$97.00	$97.00	$0.00	
81241	Factor V Leiden	$33.02	$0.00	$73.37	$58.04	$81.00	$81.00	$0.00	
81332	SERPINA1 (serpin peptidase inl	$19.64	$39.72	$43.65	$111.03	$125.00	$123.00	-$2.00	Vendor cost decrease
82040	Assay of serum albumin	$4.95	$6.30	$4.95	$1.60	$10.00	$10.00	$0.00	
82043	urine(eg, microalbumin), quant	$5.78	$7.36	$5.78	$4.90	$10.00	$10.00	$0.00	
82103	Alpha-1-antitrypsin, total	$6.05	$17.08	$13.44	$111.03	$125.00	$123.00	-$2.00	Vendor cost decrease
82105	Alpha-fetoprotein, serum	$7.55	$21.33	$16.77	$38.74	$43.00	$43.00	$0.00	
82120	Amines, vaginal fluid qual	$5.99	$7.03	$5.99	$0.66	$10.00	$10.00	$0.00	
82135	Assay, aminolevulinic acid	$7.40	$20.93	$16.45	$25.14	$28.00	$28.00	$0.00	
82140	Assay of ammonia	$6.56	$18.53	$14.57	$6.00	$20.00	$20.00	$0.00	
82150	Assay of amylase	$6.48	$8.24	$6.48	$4.60	$10.00	$10.00	$0.00	
82166	Anti - Mullerian Hormone	$17.38	$0.00	$38.62	$41.17	ADD	$45.00	ADD	ADD
82172	Assay of apolipoprotein	$9.49	$19.70	$21.09	$21.37	$24.00	$24.00	$0.00	
82247	Bilirubin, total	$5.02	$6.39	$5.02	$1.60	$10.00	$10.00	$0.00	
82248	Bilirubin, direct	$2.26	$6.39	$5.02	$1.60	$10.00	$10.00	$0.00	
82270	Occult blood, other sources	$3.94	$4.13	$4.38	$0.41	$10.00	$10.00	$0.00	
82274	Occult Blood, Fecal, Immun	$15.92	$20.22	$15.92	$8.24	$22.00	$22.00	$0.00	
82306	Vitamin D; 25 hydroxy, includes	$13.32	$37.64	$29.60	$14.53	$41.00	$41.00	$0.00	
82310	Assay of calcium	$5.16	$6.55	$5.16	$1.60	$10.00	$10.00	$0.00	
82378	Carcinoembryonic antigen	$8.53	$24.12	$18.96	$7.18	$27.00	$27.00	$0.00	
82465	Assay, bld/serum cholesterol	$4.35	$5.53	$4.35	$1.60	$10.00	$10.00	$0.00	
82550	Assay of ck (cpk)	$6.51	$8.28	$6.51	$1.60	$10.00	$10.00	$0.00	
82565	Assay of creatinine	$5.12	$6.52	$5.12	$1.60	$10.00	$10.00	$0.00	
82570	Assay of urine creatinine	$5.18	$6.58	$5.18	$3.05	$10.00	$10.00	$0.00	
82607	Vitamin B-12	$6.79	$19.16	$15.08	$3.50	$21.00	$21.00	$0.00	
82670	Assay of estradiol	$12.57	$30.28	$27.94	$15.98	$33.00	$33.00	$0.00	
82728	Assay of ferritin	$6.13	$17.32	$13.63	$4.89	$19.00	$19.00	$0.00	
82746	Blood folic acid serum	$6.62	$18.69	$14.70	$4.79	$21.00	$21.00	$0.00	

CPT	Procedure Description	BCBS Rate	Medicaid Rate	Medicare Rate	MCHD Vendor Cost	24-25 Fee	25-26 Proposed Fee	Price Difference	Reason for difference
82947	Assay, glucose, blood quant	$3.93	$4.89	$3.93	$2.34	$10.00	$10.00	$0.00	
82951	Glucose tolerance test (GTT	$12.87	$16.37	$12.87	$14.67	$18.00	$18.00	$0.00	
82977	Assay of GGT	$7.20	$9.15	$7.20	$3.29	$10.00	$10.00	$0.00	
83001	Gonadotropin (FSH)	$18.58	$23.63	$18.58	$6.30	$26.00	$26.00	$0.00	
83002	Gonadotropin (LH)	$18.52	$23.55	$18.52	$7.10	$26.00	$26.00	$0.00	
83010	Assay of haptoglobin, quant	$5.66	$16.00	$12.58	$7.81	$18.00	$18.00	$0.00	
83020	Hemoglobin electrophoresis	$5.79	$15.68	$12.87	$0.00	$18.00	$18.00	$0.00	
83036	Glycosylated hemoglobin te	$9.71	$12.34	$9.71	$13.12	$14.00	$14.00	$0.00	
83498	Assay of progesterone	$12.23	$34.53	$27.17	$16.70	$38.00	$38.00	$0.00	
83525	Assay of insulin	$5.14	$14.54	$11.43	$3.70	$16.00	$16.00	$0.00	
83540	Assay of iron	$2.91	$8.24	$6.47	$1.60	$10.00	$10.00	$0.00	
83550	Iron binding test	$3.93	$11.11	$8.74	$6.50	$12.00	$12.00	$0.00	
83615	Lactate (LD) (LDH) enzyme	$2.72	$7.68	$6.04	$3.29	$10.00	$10.00	$0.00	
83625	Assay of ldh enzymes	$5.76	$11.83	$12.79	$11.18	$14.00	$14.00	$0.00	
83655	Assay of lead	$12.11	$15.39	$12.11	$3.45	$17.00	$17.00	$0.00	
83690	Assay of lipase	$3.10	$8.75	$6.89	$4.29	$10.00	$10.00	$0.00	
83735	Assay of magnesium	$3.02	$8.52	$6.70	$1.60	$10.00	$10.00	$0.00	
83880	Natriuretic peptide	$39.26	$43.16	$39.26	$27.12	$47.00	$47.00	$0.00	
83970	Assay of parathormone	$18.58	$52.48	$41.28	$5.49	$58.00	$58.00	$0.00	
83992	Assay for phencyclidine	$14.83	$0.00	$0.00	$25.00	$28.00	$28.00	$0.00	
84030	Assay of blood pku	$2.48	$7.00	$5.50	$0.00	$10.00	$10.00	$0.00	
84120	Assay of urine porphyrins	$6.62	$18.70	$14.71	$11.57	$21.00	$21.00	$0.00	
84132	Assay of serum potassium	$4.76	$5.84	$4.76	$1.60	$10.00	$10.00	$0.00	
84144	Assay of progesterone	$9.39	$26.53	$20.86	$7.10	$29.00	$29.00	$0.00	
84146	Assay of prolactin	$8.72	$24.64	$19.38	$5.95	$27.00	$27.00	$0.00	
84153	Assay of psa, total	$8.28	$23.39	$18.39	$4.79	$26.00	$26.00	$0.00	
84155	Assay of protein, serum	$3.67	$4.66	$3.67	$1.60	$10.00	$10.00	$0.00	
84156	Assay of protein, urine	$1.65	$4.66	$3.67	$3.83	$10.00	$10.00	$0.00	
84165	Protein e-phoresis, serum	$4.83	$13.60	$10.74	$7.74	$15.00	$15.00	$0.00	
84402	Assay of testosterone	$11.46	$32.37	$25.47	$22.28	$36.00	$36.00	$0.00	
84403	Assay of total testosterone	$11.61	$32.83	$25.81	$6.00	$36.00	$36.00	$0.00	
84436	Thyroxine T4	$3.09	$7.33	$6.87	$1.75	$10.00	$10.00	$0.00	
84439	Assay of free thyroxine	$4.06	$11.47	$9.02	$4.65	$13.00	$13.00	$0.00	
84443	TSH	$16.80	$20.72	$16.80	$2.52	$23.00	$23.00	$0.00	
84450	Transferase (AST) (SGOT)	$5.18	$6.57	$5.18	$1.60	$10.00	$10.00	$0.00	
84460	Alanine amino (ALT) (SGPT)	$5.30	$6.73	$5.30	$1.60	$10.00	$10.00	$0.00	
84466	Assay of transferrin	$5.74	$16.23	$12.76	$7.06	$18.00	$18.00	$0.00	
84478	Assay of triglycerides	$5.74	$7.32	$5.74	$1.60	$10.00	$10.00	$0.00	
84479	T3 uptake and Free thyroxine in	$2.91	$7.58	$6.47	$1.75	$10.00	$10.00	$0.00	
84480	Assay, triiodothyronine (t3)	$6.38	$18.03	$14.18	$3.50	$20.00	$20.00	$0.00	

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84481	Free assay (FT-3)	$7.62	$21.54	$16.94	$6.09	$24.00	$24.00	$0.00	
84482	T3 reverse	$7.09	$20.04	$15.76	$20.37	$22.00	$22.00	$0.00	
84520	Assay of urea nitrogen	$3.95	$5.01	$3.95	$1.60	$10.00	$10.00	$0.00	
84550	Assay of blood/uric acid	$4.52	$5.74	$4.52	$1.60	$10.00	$10.00	$0.00	
84681	Assay of c-peptide	$9.36	$20.20	$20.81	$4.79	$23.00	$23.00	$0.00	
84702	Chorionic gonadotropin test	$6.77	$11.12	$15.05	$5.00	$17.00	$17.00	$0.00	
85018	Hemoglobin	$2.37	$3.01	$2.37	$7.01	$10.00	$10.00	$0.00	
85025	Complete cbc w/auto diff wbc	$7.77	$9.88	$7.77	$2.00	$11.00	$11.00	$0.00	
85027	Complete cbc, automated	$3.88	$8.23	$6.47	$3.11	$10.00	$10.00	$0.00	
85045	Automated reticulocyte count	$2.39	$5.09	$3.99	$3.49	$10.00	$10.00	$0.00	
85240	Blood clot factor VIII test	$10.74	$22.77	$17.90	$55.12	$66.00	$61.00	-$5.00	Vendor cost decrease
85260	Blood clot factor X test	$10.74	$22.77	$17.90	$55.12	$66.00	$61.00	-$5.00	Vendor cost decrease
85270	Blood clot factor XI test	$10.74	$22.77	$17.90	$55.12	$66.00	$61.00	-$5.00	Vendor cost decrease
85300	Antithrombin III test	$7.11	$15.06	$11.85	$22.68	$25.00	$25.00	$0.00	
85301	Antithrombin III test	$6.49	$13.75	$10.81	$18.17	$20.00	$20.00	$0.00	
85303	Blood clot inhibitor test	$8.30	$17.58	$13.84	$24.43	$27.00	$27.00	$0.00	
85306	Blood clot inhibitor test	$9.19	$18.17	$15.32	$30.95	$34.00	$34.00	$0.00	
85307	Assay activated protein c	$9.19	$18.17	$15.32	$29.06	$32.00	$32.00	$0.00	
85610	Prothrombin time	$4.29	$5.00	$4.29	$2.50	$10.00	$10.00	$0.00	
85613	Russell viper venom, diluted	$5.75	$12.17	$9.58	$57.17	$193.00	$63.00	-$130.00	Vendor cost decrease
85652	Rbc sed rate, automated	$1.62	$3.43	$2.70	$2.50	$10.00	$10.00	$0.00	
85660	RBC sickle cell test	$3.31	$7.02	$5.51	$4.00	$10.00	$10.00	$0.00	
85670	Thrombin time, plasma	$3.46	$7.34	$5.77	$16.75	$18.00	$18.00	$0.00	
85730	Thromboplastin time, partial	$3.61	$7.63	$6.01	$2.91	$10.00	$10.00	$0.00	
86015	ACTIN ANTIBODY EACH	$7.23	$0.00	$12.05	$16.79	$13.00	$18.00	$5.00	Vendor cost increase
86038	Antinuclear antibodies	$7.25	$15.37	$12.09	$3.50	$17.00	$17.00	$0.00	
86140	C-reactive protein	$3.11	$6.58	$5.18	$4.79	$10.00	$10.00	$0.00	
86146	Glycoprotein antibody	$15.27	$18.45	$25.45	$3.00	$28.00	$28.00	$0.00	
86147	Cardiolipin antibody	$15.27	$18.45	$25.45	$10.05	$28.00	$28.00	$0.00	
86200	Ccp antibody	$7.77	$0.00	$12.95	$40.00	$44.00	$44.00	$0.00	
86301	Immunoassay, tumor, ca 19-9	$12.49	$26.45	$20.81	$9.99	$29.00	$29.00	$0.00	
86304	Immunoassay, tumor, ca 125	$12.49	$26.45	$20.81	$7.99	$29.00	$29.00	$0.00	
86308	Heterophile antibodies	$5.18	$6.58	$5.18	$4.80	$10.00	$10.00	$0.00	
86317	Immunoassay,infectious agent	$8.99	$18.45	$14.99	$3.40	$20.00	$20.00	$0.00	
86376	Microsomal antibody	$8.73	$17.62	$14.55	$5.49	$19.00	$19.00	$0.00	
86381	MITOCHONDRIAL ANTIBODY E/	$15.27	$0.00	$25.45	$16.79	$28.00	$28.00	$0.00	
86382	Neutralization test, viral	$10.15	$21.49	$16.91	$55.00	$61.00	$61.00	$0.00	
86431	Rheumatoid factor, quant	$3.40	$7.22	$5.67	$4.20	$10.00	$10.00	$0.00	
86480	Tuberculosis test, cell mediate	$37.19	$78.80	$61.98	$42.00	$87.00	$87.00	$0.00	
86580	TB intradermal test	$8.90	$5.59	$0.00	$10.17	$11.00	$11.00	$0.00	

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86592	Syphilis test, non-treponemal a	$2.56	$5.42	$4.27	$2.50	$10.00	$10.00	$0.00	
86618	Lyme disease antibody	$17.03	$18.45	$17.03	$16.29	$20.00	$20.00	$0.00	
86644	CMV antibody	$8.63	$18.27	$14.39	$5.59	$20.00	$20.00	$0.00	
86663	Epstein-barr antibody	$7.87	$16.68	$13.12	$11.61	$18.00	$18.00	$0.00	
86664	Epstein-barr antibody	$9.17	$18.45	$15.29	$11.97	$20.00	$20.00	$0.00	
86665	Epstein-barr antibody	$10.88	$20.66	$18.14	$11.61	$23.00	$23.00	$0.00	
86677	Helicobacter pylori	$10.11	$18.45	$16.85	$9.69	$20.00	$20.00	$0.00	
86695	Herpes simplex test	$7.91	$16.77	$13.19	$13.22	$18.00	$18.00	$0.00	
86696	Herpes simplex type 2	$11.61	$24.62	$19.35	$24.98	$27.00	$27.00	$0.00	
86701	HIV-1	$8.89	$11.29	$8.89	$5.98	$12.00	$12.00	$0.00	
86704	Hep b core antibody, total	$7.23	$14.80	$12.05	$6.00	$16.00	$16.00	$0.00	
86705	Hep b core antibody, igm	$7.06	$14.96	$11.77	$4.00	$16.00	$16.00	$0.00	
86706	Hep b surface antibody	$6.44	$13.66	$10.74	$3.40	$15.00	$15.00	$0.00	
86708	Hep a antibody, total	$7.43	$15.75	$12.39	$4.27	$17.00	$17.00	$0.00	
86709	Hep a antibody, igm	$6.76	$14.00	$11.26	$4.00	$16.00	$15.00	-$1.00	Medicaid decrease
86735	Mumps antibody	$7.83	$14.31	$13.05	$4.82	$18.00	$16.00	-$2.00	Medicaid decrease
86747	Parvovirus antibody	$9.02	$18.45	$15.03	$34.82	$38.00	$38.00	$0.00	
86757	Rickettsia antibody	$11.61	$24.62	$19.35	$15.89	$27.00	$27.00	$0.00	
86762	Rubella antibody	$8.63	$18.27	$14.39	$4.26	$20.00	$20.00	$0.00	
86765	Rubeola antibody	$7.73	$16.38	$12.88	$5.81	$18.00	$18.00	$0.00	
86777	Toxoplasma antibody	$8.63	$18.27	$14.39	$7.98	$20.00	$20.00	$0.00	
86787	Varicella-zoster antibody	$7.73	$16.38	$12.88	$6.00	$18.00	$18.00	$0.00	
86800	Thyroglobulin antibody	$9.55	$20.22	$15.91	$6.99	$22.00	$22.00	$0.00	
86803	Hepatitis c ab test	$14.27	$18.15	$14.27	$5.86	$20.00	$20.00	$0.00	
86850	RBC antibody screen	$5.86	$14.81	$9.77	$4.33	$16.00	$16.00	$0.00	
86870	RBC antibody identification	$16.90	$26.15	$0.00	$16.69	$29.00	$29.00	$0.00	
86900	Blood typing, ABO	$1.79	$3.79	$2.99	$2.45	$10.00	$10.00	$0.00	
86901	Blood typing, Rh (D)	$1.79	$3.79	$2.99	$2.35	$10.00	$10.00	$0.00	
87045	Feces culture, bacteria	$8.50	$11.99	$9.44	$11.00	$13.00	$13.00	$0.00	
87046	Stool cultr, bacteria, each	$8.50	$11.99	$9.44	$11.00	$13.00	$13.00	$0.00	
87070	Culture, bacteria, other	$7.76	$10.95	$8.62	$10.00	$12.00	$12.00	$0.00	
87081	GC Culture	$5.97	$7.33	$6.63	$1.05	$10.00	$10.00	$0.00	
87086	Urine culture/colony count	$7.26	$10.26	$8.07	$6.00	$11.00	$11.00	$0.00	
87116	Mycobacteria culture	$10.17	$13.74	$10.80	$25.71	$28.00	$28.00	$0.00	
87177	Ova and parasites smears	$8.01	$11.31	$8.90	$10.00	$12.00	$12.00	$0.00	
87209	Smear, complex stain	$16.18	$0.00	$17.98	$10.00	$20.00	$20.00	$0.00	
87210	Smear, wet mount, saline/in	$5.82	$4.85	$5.82	$7.14	$10.00	$10.00	$0.00	
87255	Genet virus isolate, hsv	$30.47	$31.07	$33.86	$19.00	$37.00	$37.00	$0.00	
87265	Pertussis ag, if	$10.78	$14.57	$11.98	$0.00	$16.00	$16.00	$0.00	
87301	Adenovirus ag, eia	$10.78	$14.57	$11.98	$19.37	$21.00	$21.00	$0.00	

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87324	Ctostridium ag, eia	$10.78	$14.57	$11.98	$14.53	$16.00	$16.00	$0.00	
87338	Hpylori, stool, eia	$14.38	$0.00	$14.38	$30.00	$33.00	$33.00	$0.00	
87340	Hepatitis b surface ag, eia	$9.30	$11.83	$10.33	$3.51	$13.00	$13.00	$0.00	
87389	Infectious agent antigen detect	$24.08	$30.53	$24.08	$5.98	$34.00	$34.00	$0.00	
87426	Infectious agent antigen det	$35.33	$38.13	$35.33	$5.76	$42.00	$42.00	$0.00	
87427	Shiga-like toxin ag, eia	$10.78	$14.57	$11.98	$11.00	$16.00	$16.00	$0.00	
87449	Ag detect nos, eia, mult	$11.98	$14.57	$11.98	$22.52	$25.00	$25.00	$0.00	
87476	Lyme dis, dna, amp probe	$31.58	$31.18	$35.09	$104.39	$115.00	$115.00	$0.00	
87491	Chylmd trach, dna, amp probe	$31.58	$31.18	$35.09	$17.00	$39.00	$39.00	$0.00	
87522	Infectious agent detection by n	$38.56	$41.41	$42.84	$90.00	$99.00	$99.00	$0.00	
87529	Hsv, dna, amp probe	$31.58	$31.18	$35.09	$96.03	$106.00	$106.00	$0.00	
87563	Infectious agent detection by n	$31.58	$25.50	$35.09	$26.00	$39.00	$39.00	$0.00	
87591	N.gonorrhoeae, dna, amp prob	$31.58	$31.18	$35.09	$17.00	$39.00	$39.00	$0.00	
87593	Infectious agent detection by n	$46.18	$51.31	$0.00	$80.85	$90.00	$89.00	-$1.00	Vendor cost decrease
87624	HPV HIGH-RISK TYPES	$31.58	$31.18	$35.09	$30.00	$39.00	$39.00	$0.00	
87625	HPV TYPES 16 & 18 ONLY	$36.50	$31.18	$40.55	$33.00	$46.00	$45.00	-$1.00	Vendor cost decrease
87635	Infectious agent detection by n	$51.31	$51.31	$51.31	$51.31	$56.00	$56.00	$0.00	
87653	Strep b, dna, amp probe	$31.58	$0.00	$35.09	$12.60	$39.00	$39.00	$0.00	
87798	Detect agent nos, dna, amp	$31.58	$31.18	$35.09	$96.85	$107.00	$107.00	$0.00	
87800	Detect agnt mult, dna, direc	$39.30	$50.99	$43.67	$0.00	$56.00	$56.00	$0.00	
87804	Influenza assay w/optic	$16.55	$14.57	$16.55	$10.12	$18.00	$18.00	$0.00	
87807	Rsv assay w/optic	$13.10	$14.57	$13.10	$13.20	$16.00	$16.00	$0.00	
87880	Strep a assay w/optic	$16.53	$14.57	$16.53	$1.39	$18.00	$18.00	$0.00	
87902	Genotype, dna, hepatitis C	$231.71	$0.00	$257.45	$115.00	$283.00	$283.00	$0.00	
88175	Cytopath c/v auto fluid redo	$23.95	$33.04	$26.61	$19.00	$36.00	$36.00	$0.00	
88305	Tissue exam by pathologist	$59.43	$31.19	$0.00	$60.00	$132.00	$72.00	-$60.00	Vendor cost decrease
90380	RSV MONOCLONAL ANTB S	$536.38	$535.34	$0.00	$474.67	ADD	$617.00	ADD	
90381	RSV MONOCLONAL ANTB S	$536.38	$535.34	$0.00	$474.67	ADD	$617.00	ADD	
90471	Immunization admin	$23.17	$13.71	$18.89	$1.01	$20.00	$20.00	$0.00	
90472	Immunization admin, each add	$11.71	$13.71	$13.45	$1.01	$15.00	$15.00	$0.00	
90473	Immune admin oral/nasal	$14.74	$13.71	$15.30	$0.00	$15.00	$15.00	$0.00	
90474	Immune admin oral/nasal addl	$10.03	$13.71	$11.06	$0.00	$15.00	$15.00	$0.00	
90480	IMM ADMN SARSCOV2 VACCIN	$44.39	$28.39	$44.95	$1.01	$20.00	$20.00	$0.00	
90619	Meningococcal conjugate vacc	$189.17	$176.36	$0.00	$143.57	$211.00	$218.00	$7.00	Increase in cost/BCBS/Medicaid
90621	Meningococcal recombinant lip	$209.29	$212.77	$0.00	$172.08	$226.00	$245.00	$19.00	Increase in cost, BCBS and Medicaid
90632	Hep a vaccine, adult im	$94.77	$82.98	$0.00	$66.81	$105.00	$109.00	$4.00	BCBS increase
90633	Hep a vacc, ped/adol, 2 dose	$58.41	$38.38	$0.00	$36.51	$65.00	$67.00	$2.00	Increase in cost and BCBS
90636	Hep a/hep b vacc, adult im	$145.67	$134.86	$0.00	$123.52	$160.00	$168.00	$8.00	Increase in cost, BCBS and Medicaid
90647	Hib vaccine, prp-omp, im	$33.64	$30.72	$0.00	State Supplied	$38.00	$39.00	$1.00	BCBS increase
90648	Hib vaccine, prp-t, im	$14.62	$12.79	$0.00	$12.32	$16.00	$17.00	$1.00	Increase in cost, BCBS and Medicaid

CPT	Procedure Description	BCBS Rate	Medicaid Rate	Medicare Rate	MCHD Vendor Cost	24-25 Fee	25-26 Proposed Fee	Price Difference	Reason for difference
90651	Human Papillomavirus vaccine	$338.37	$316.07	$0.00	$286.71	$364.00	$389.00	$25.00	Increase in cost, BCBS and Medicaid
90656	Influenza virus vaccine, trivalen	$22.35	$19.55	$22.35	$18.20	$26.00	$26.00	$0.00	
90658	Influenza virus vaccine, trivalen	$21.86	$19.10	$21.86	$17.43	$25.00	$25.00	$0.00	
90662	Influenza virus vaccine, split vir	$83.49	$74.79	$83.49	$65.24	$84.00	$96.00	$12.00	Increase in cost, BCBS, Medicaid and Medicare
90670	Pneumococcal conjugate va	REMOVE	REMOVE	REMOVE	REMOVE	$297.00	REMOVE	REMOVE	
90675	Rabies vaccine, im	$327.78	$390.41	$0.00	$327.12	$373.00	$449.00	$76.00	Increase in cost, BCBS and Medicaid
90677	PCV20 VACCINE IM	$287.72	$282.07	$0.00	$253.44	$343.00	$331.00	-$12.00	Medicare decrease
90678	RSV VACC PREF BIVALENT	$324.50	$316.00	$0.00	State Supplied	$373.00	$373.00	$0.00	
90680	Rotovirus vacc 3 dose, oral	$108.70	$10.01	$0.00	$92.14	$121.00	$125.00	$4.00	Increase in cost and BCBS
90686	Influenza virus vaccine, qua	REMOVE	REMOVE	REMOVE	REMOVE	$26.00	REMOVE	REMOVE	
90688	Influenza virus vaccine, qua	REMOVE	REMOVE	REMOVE	REMOVE	$24.00	REMOVE	REMOVE	
90696	Diphtheria, tetanus toxoids, ac	$70.07	$61.62	$0.00	$56.96	$78.00	$81.00	$3.00	Increase in BCBS and Medicaid
90698	Dtap-hib-ip vaccine, im	$132.07	$105.50	$0.00	$107.22	$145.00	$152.00	$7.00	Increase in cost, BCBS and Medicaid
90700	Dtap vaccine, < 7 yrs, im	$32.99	$28.16	$0.00	$27.73	$37.00	$38.00	$1.00	Increase in cost, BCBS and Medicaid
90702	Dt vaccine < 7, im	$69.39	$0.00	$0.00	State Supplied	$80.00	$80.00	$0.00	
90707	Mmr vaccine, sc	$104.72	$95.74	$0.00	$88.66	$117.00	$120.00	$3.00	Increase in cost, BCBS and Medicaid
90713	Poliovirus, ipv, sc/im	$49.20	$45.30	$0.00	$39.63	$54.00	$57.00	$3.00	Increase in cost, BCBS and Medicaid
90714	Td vaccine no prsrv /= 7 im	$44.34	$28.82	$0.00	$32.29	$41.00	$51.00	$10.00	Increase in cost and BCBS
90715	Tdap vaccine 7 im	$53.87	$43.83	$0.00	$45.58	$60.00	$62.00	$2.00	Increase in cost and BCBS
90716	Chicken pox vaccine, sc	$201.30	$187.72	$0.00	$170.59	$221.00	$231.00	$10.00	Increase in cost, BCBS and Medicaid
90723	Dtap-hep b-ipv vaccine, im	REMOVE	REMOVE	REMOVE	REMOVE	$124.00	REMOVE	REMOVE	
90744	Hepb vacc ped/adol 3 dose im	$46.19	$27.97	$0.00	$27.31	$52.00	$53.00	$1.00	Increase in cost, BCBS and Medicaid
90746	Hepatitis B vaccine, adult dosa	$79.46	$70.10	$0.00	$67.37	$88.00	$91.00	$3.00	Increase in cost, BCBS and Medicaid
91321	SARSCOV2 VACCINE 25 MCG/(	$141.90	$132.87	$147.06	$118.04	$168.00	$169.00	$1.00	Increase in cost, BCBS, Medicaid and Medicare
91322	SARSCOV2 VACCINE 50 MCG/(	$155.98	$146.05	$161.65	$129.75	$168.00	$186.00	$18.00	Increase in cost, BCBS, Medicaid and Medicare
92551	Pure tone hearing test, air	$11.30	$8.27	$0.00	n/a	$14.00	$14.00	$0.00	
92567	Tympanometry	$14.77	$14.06	$14.77	n/a	$19.00	$18.00	-$1.00	Decrease in BCBS and Medicare
92587	Distortion product evoked otoa	$20.14	$30.08	$20.14	n/a	$36.00	$36.00	$0.00	
95115	Immunotherapy, one injection	$15.36	$8.18	$9.50	n/a	$18.00	$18.00	$0.00	
95117	Immunotherapy injections	$19.16	$9.91	$11.00	n/a	$23.00	$22.00	-$1.00	Decrease in Medicare
96110	Developmental screening, with	$10.92	$11.99	$0.00	n/a	$14.00	$14.00	$0.00	
96127	BRIEF EMOTIONAL/BEHAV ASS	$4.32	$5.21	$4.11	n/a	$6.00	$6.00	$0.00	
96160	Administration of patient-focus	$5.86	$3.74	$2.70	n/a	$7.00	$7.00	$0.00	
96372	Therapeutic, prophylactic, or di	$23.64	$17.04	$13.20	n/a	$28.00	$28.00	$0.00	
97802	Medical nutrition, indiv, in	REMOVE	REMOVE	REMOVE	REMOVE	$42.00	REMOVE	REMOVE	
97803	Med nutrition, indiv, subseq	REMOVE	REMOVE	REMOVE	REMOVE	$36.00	REMOVE	REMOVE	
98012	SYNCHRONOUS AUDIO-ONLY	$45.72	$0.00	$0.00	n/a	$55.00	$55.00	$0.00	
98013	SYNCHRONOUS AUDIO-ONLY	$80.03	$0.00	$0.00	n/a	$96.00	$96.00	$0.00	
98014	SYNCHRONOUS AUDIO-ONLY	$116.69	$0.00	$0.00	n/a	$140.00	$140.00	$0.00	
98015	SYNCHRONOUS AUDIO-ONLY	$169.94	$0.00	$0.00	n/a	$204.00	$204.00	$0.00	

CPT	Procedure Description	BCBS Rate	Medicaid Rate	Medicare Rate	MCHD Vendor Cost	24-25 Fee	25-26 Proposed Fee	Price Difference	Reason for difference
99000	Handling and/or conveyance of	$4.83	$0.00	$0.00	n/a	$10.00	$10.00	$0.00	
99202	OFFICE O/P NEW SF 15-29 MIN	$79.66	$93.15	$66.33	n/a	$112.00	$112.00	$0.00	
99203	OFFICE O/P NEW LOW 30-44 M	$116.75	$132.48	$103.42	n/a	$159.00	$159.00	$0.00	
99204	OFFICE O/P NEW MOD 45-59 M	$178.98	$194.58	$155.46	n/a	$233.00	$233.00	$0.00	
99205	OFFICE O/P NEW HI 60-74 MIN	$225.10	$244.26	$205.29	n/a	$293.00	$293.00	$0.00	
99211	OFFICE O/P EST MINIMAL PROB	$25.12	$34.16	$21.31	n/a	$41.00	$41.00	$0.00	
99212	OFFICE O/P EST SF 10-19 MIN	$47.64	$56.93	$52.17	n/a	$68.00	$68.00	$0.00	
99213	OFFICE O/P EST LOW 20-29 MI	$77.27	$78.66	$84.64	n/a	$104.00	$102.00	-$2.00	Medicare decrease
99214	OFFICE O/P EST MOD 30-39 MI	$116.21	$122.13	$119.25	n/a	$147.00	$147.00	$0.00	
99215	OFFICE O/P EST HI 40-54 MIN	$157.17	$182.16	$167.57	n/a	$219.00	$219.00	$0.00	
99381	Prev visit, new, infant	$119.20	$90.00	$0.00	n/a	$143.00	$143.00	$0.00	
99382	Prev visit, new, age 1-4	$129.16	$90.00	$0.00	n/a	$155.00	$155.00	$0.00	
99383	Prev visit, new, age 5-11	$127.19	$154.00	$0.00	n/a	$185.00	$185.00	$0.00	
99384	Prev visit, new, age 12-17	$138.47	$169.00	$0.00	n/a	$203.00	$203.00	$0.00	
99385	Prev visit, new, age 18-39	$138.47	$167.00	$0.00	n/a	$200.00	$200.00	$0.00	
99386	Prev visit, new, age 40-64	$162.23	$199.00	$0.00	n/a	$239.00	$239.00	$0.00	
99387	Prev visit, new, 65 & over	$176.64	$215.00	$0.00	n/a	$258.00	$258.00	$0.00	
99391	Prev visit, est, infant	$95.61	$90.00	$0.00	n/a	$115.00	$115.00	$0.00	
99392	Prev visit, est, age 1-4	$106.89	$90.00	$0.00	n/a	$128.00	$128.00	$0.00	
99393	Prev visit, est, age 5-11	$105.91	$126.00	$0.00	n/a	$151.00	$151.00	$0.00	
99394	Prev visit, est, age 12-17	$116.37	$146.00	$0.00	n/a	$175.00	$175.00	$0.00	
99395	Prev visit, est, age 18-39	$117.35	$142.00	$0.00	n/a	$170.00	$170.00	$0.00	
99396	Prev visit, est, age 40-64	$128.63	$158.00	$0.00	n/a	$190.00	$190.00	$0.00	
99397	Prev visit, est, 65 & over	$143.57	$175.00	$0.00	n/a	$210.00	$210.00	$0.00	
99401	Preventive counseling, indiv	$45.17	$32.94	$0.00	n/a	$54.00	$54.00	$0.00	
99406	Smoking and tobacco use cess	$12.65	$14.29	$13.29	n/a	$17.00	$17.00	$0.00	
99407	Smoking and tobacco use cess	$31.50	$26.75	$25.42	n/a	$38.00	$38.00	$0.00	
99408	Alcohol and/or substance (othe	$32.50	$33.71	$0.00	n/a	$40.00	$40.00	$0.00	
99409	Alcohol and/or substance (othe	$63.89	$64.60	$0.00	n/a	$78.00	$78.00	$0.00	
99412	Preventive counseling, grou	REMOVE	REMOVE	REMOVE	REMOVE	$28.00	REMOVE	REMOVE	
99417	Prolonged office or other outpa	$42.12	$82.03	$0.00	n/a	$98.00	$98.00	$0.00	
99441	Telephone evaluation and m	REMOVE	REMOVE	REMOVE	REMOVE	$64.00	REMOVE	REMOVE	
99442	Telephone evaluation and m	REMOVE	REMOVE	REMOVE	REMOVE	$104.00	REMOVE	REMOVE	
99443	Telephone evaluation and m	REMOVE	REMOVE	REMOVE	REMOVE	$147.00	REMOVE	REMOVE	
99501	Home visit, postnatal	REMOVE	REMOVE	REMOVE	REMOVE	$159.00	REMOVE	REMOVE	
99502	Home visit, nb care	REMOVE	REMOVE	REMOVE	REMOVE	$220.00	REMOVE	REMOVE	
A4269	Spermicide	$0.00	$0.00	$0.00	$12.09	$13.00	$14.00	$1.00	Cost increase
A9153	Multiple Vitamins with or w/	$0.00	$0.00	$0.00	$6.35	ADD	$7.00	ADD	
A9180	Lice treatment, topical	$0.00	$0.00	$0.00	$9.67	$11.00	$11.00	$0.00	
CHG	Misc Charge	n/a	n/a	n/a	n/a	$0.00	$0.00	$0.00	

CPT	Procedure Description	BCBS Rate	Medicaid Rate	Medicare Rate	MCHD Vendor Cost	24-25 Fee	25-26 Proposed Fee	Price Difference	Reason for difference
CRDT	PATIENT CREDIT FROM PREVIO	n/a	n/a	n/a	n/a	$0.00	$0.00	$0.00	
DEC	Decreased Tobacco Use	n/a	n/a	n/a	n/a	$0.00	$0.00	$0.00	
G0008	Admin influenza virus vac	n/a	n/a	$32.09	n/a	$39.00	$37.00	-$2.00	Medicare decrease
G0009	Admin pneumococcal vaccine	n/a	n/a	$32.09	n/a	$39.00	$37.00	-$2.00	Medicare decrease
J0561	Injection, penicillin G benzathir	$0.00	$26.82	$0.00	n/a	$31.00	$31.00	$0.00	
J0696	Ceftriaxone sodium injection	$0.00	$0.45	$0.00	n/a	$1.00	$1.00	$0.00	
J1050	Injection, medroxyprogesteron	$0.00	$0.18	$0.00	$10.35	$16.00	$12.00	-$4.00	Cost decrease
J2790	Rho d immune globulin inj	$0.00	$83.36	$0.00	$75.00	$97.00	$96.00	-$1.00	Medicaid decrease
J3490	Drugs unclassified injection	$0.00	$19.80	$0.00	n/a	$23.00	$23.00	$0.00	
J7295	Eth estr and eton monthly	$0.00	$0.00	$0.00	$0.01	$0.01	$0.01	$0.00	
J7297	Levonorgestrel-releasing int	$0.00	$987.63	$0.00	$93.19	ADD	$1,136.00	ADD	
J7298	Levonorgestrel iu 52mg 5 yr	n/a	$1,287.51	$0.00	$551.21	$1,410.00	$1,481.00	$70.00	Increase in cost and Medicaid
J7300	Intraut copper contraceptive	n/a	$1,207.34	$0.00	$270.72	$1,323.00	$1,388.00	$65.00	Medicaid increase
J7301	Levonorgestrel-releasing int	$0.00	$1,072.06	$0.00	$567.53	ADD	$1,233.00	ADD	
J7307	Etonogestrel (contraceptive) in	n/a	$1,287.51	$0.00	$388.40	$1,420.00	$1,481.00	$61.00	Medicaid increase
LU001	PLACEHOLDER	n/a	n/a	n/a	n/a	$0.00	$0.00	$0.00	
LU031	Returned Check Fee	n/a	n/a	n/a	n/a	$25.00	$25.00	$0.00	
LU120	PPD Negative Low Risk	n/a	n/a	n/a	n/a	$0.00	$0.00	$0.00	
S0197	Prenatal vitamins 30 day	$0.00	$0.00	$0.00	$1.30	$2.00	$2.00	$0.00	
S0280	Medical home program, compr	$0.00	$70.00	$0.00	n/a	$84.00	$84.00	$0.00	
S0281	Medical home program, compr	$0.00	$210.00	$0.00	n/a	$252.00	$252.00	$0.00	
S0630	Removal of sutures	REMOVE	REMOVE	REMOVE	REMOVE	$45.00	REMOVE	REMOVE	
S4993	Contraceptive pills for bc	$0.00	$9.31	$0.00	$3.83	$3.00	$11.00	$8.00	Increase in cost and Medicaid
S5000	Prescription drug, generic	$0.00	$0.00	$0.00	n/a	$0.00	$0.00	$0.00	
T1002	RN services up to 15 minutes	$0.00	$18.59	$0.00	n/a	$22.00	$22.00	$0.00	
T1029	Dwelling lead investigation	$0.00	$1,200.00	$0.00	n/a	$1,440.00	$1,440.00	$0.00	

Madison County Health Department

◊ 5707 US HWY 25/70, Suite 26, Marshall, NC 28753 ◊
◊Tel: 828-649-9598 ◊ Fax: 828-649-9370 ◊

Environmental Health Fees

Improvements for Onsite Wastewater and Wells Inspections	
Improvement Permit	$200.00
Construction Authorization (w/existing Improvement Permit)	$220.00
Construction Authorization-first 500 gallons	$380.00
Each Additional 500 gallons	$140.00
Permit Revision	$150.00
Transfer Valid Construction Authorization to New Owner (no changes to site plan)	$50.00
Repair to Existing System	$100.00
Expansion to Existing System	$200.00
Existing System Authorization (Restoration of Power and/or Replacement of a Home)	$100.00
Private Option Permits • Engineered Option Permit (EOP) • Authorized Onsite Wastewater Evaluator (AOWE) • Combination Permit Option (a2)	 $35.00 See IP/CA Fees Above
Revisit Fee	$50.00
Well Permit Fee	$350.00
Well Water Sampling	
Bacterial Analysis	$55.00
Chemical Analysis	$100.00
Nitrate/Nitrites	$55.00
EHS Collection	$75.00
Food, Lodging & Institutions	
Food Service Plan Review	$250.00
Food Service Plan Review Renovation/Addition	$175.00
Mobile Food Unit Plan Review (Using an existing establishment as commissary)	$125.00
Mobile Food Unit Plan Review w/new commissary	$175.00
Limited Food Service Establishment	$75.00
Temporary Food Establishment	$75.00
Public Swimming Pool, Seasonal	$150.00
Public Swimming Pool, Annual	$200.00
Each Additional Public Swimming Pool at Same Location	$50.00
Public Swimming Pool Plan Review (per body of water)	$250.00
Public Swimming Pool Revisit Fee (if unable to permit)	$50.00
Child Day Care Plan Review	$200.00
Tattoo Parlor Permit, annual for each artist	$175.00

CDT Code	Description	Medicaid Rates	Lincoln Rates	Cigna Rates	Private Practice Rates	Haywood County	Current Fees	Proposed Fees
D0120	Periodic Oral Evaluation	$28.37	$31.00	$34.00	$55.00	$45.00	$35.00	$35.00
D0140	Limited Oral Evaluation - Problem Focused	$40.44	$52.00	$45.00	$78.00	$69.00	$63.00	$63.00
D0145	Oral Evaluation For A Patient Under Three Years Of Age And Counseling With Primary Caregiver	$39.18	$52.00	$42.00	na	$62.00	$63.00	$63.00
D0150	Comprehensive Oral Evaluation - New Or Established Patient	$49.07	$56.00	$53.00	$97.00	$80.00	$74.00	$74.00
D0170	Re-Evaluation - Limited, Problem Focused (Established Patient; Not Post-Operative Visit)	$31.60	$45.00	$53.00		$65.00	$57.00	$57.00
D0210	Intraoral - Complete Series (Including Bitewings)	$78.97	$101.00	$84.00	$153.00	$126.00	$123.00	$123.00
D0220	Intraoral -Periapical First Film	$16.40	$20.00	$16.00	$32.00	$26.00	$22.00	$22.00
D0230	Intraoral - Periapical Each Additional Film	$13.23	$16.00	$13.00	$27.00	$23.00	$22.00	$22.00
D0270	Bitewing - Single Film	$12.47	$17.00	$16.00	$33.00	$26.00	$21.00	$21.00
D0272	Bitewings - Two Films	$20.35	$30.00	$26.00	$52.00	$41.00	$33.00	$33.00
D0273	Bitewings - Three Films	$27.79	$38.00	$31.00	na		$38.00	$38.00
D0274	Bitewings - Four Films	$35.29	$45.00	$38.00	$59.00	$58.00	$47.00	$47.00
D0330	Panoramic Film	$65.18	$82.00	$68.00	$130.00	$100.00	$102.00	$102.00
D0470	Diagnostic Casts	$47.06	$72.00	$72.00			$150.00	$150.00
D1110	Prophylaxis - Adult	$41.91	$63.00	$63.00	$107.00	$82.00	$77.00	$77.00
D1120	Prophylaxis - Child	$29.93	$49.00	$47.00	$80.00	$61.00	$59.00	$59.00
D1206	Topical Fluoride Varnish; Therapeutic Application For Moderate To High Caries Risk Patients	$17.29	$27.00	$22.00	$45.00	$40.00	$32.00	$32.00
D1208	Topical Application Of Fluoride	$17.64	$22.00	$22.00	$45.00		$35.00	$35.00
D1351	Sealant - Per Tooth	$31.44	$40.00	$33.00	$66.00	$49.00	$48.00	$48.00
D1354	Interim Caries Arresting Medicament Application - Per Tooth	$11.00	$32.00	$22.00	na		$41.00	$41.00
D1510	Space Maintainer - Fixed - Unilateral	$210.06	$250.00	$203.00	$519.00	$286.00	$300.00	$300.00
D1516	Sace Maintainer - Fixed - Bilateral, Maxillary	$279.55	$438.00	$329.00	na		$526.00	$526.00
D1517	Space Maintainer - Fixed - Bilateral, Mandibular	$279.55	$438.00	$329.00	$850.00		$526.00	$526.00
D2330	Resin-Based Composite - One Surface, Anterior	$72.49	$107.00	$95.00	$201.00	$147.00	$136.00	$136.00
D2331	Resin-Based Composite - Two Surfaces, Anterior	$89.55	$136.00	$116.00	$221.00	$182.00	$151.00	$151.00
D2332	Resin-Based Composite - Three Surfaces, Anterior	$105.86	$165.00	$138.00	$283.00	$226.00	$207.00	$207.00

CDT Code	Description	Medicaid Rates	Lincoln Rates	Cigna Rates	Private Practice Rates	Haywood County	Current Fees	Proposed Fees
D2335	Resin-Based Composite - Four Or More Surfaces Or Involving Incisal Angle (Anterior)	$134.10	$191.00	$143.00	$348.00	$287.00	$246.00	$246.00
D2390	Resin-Based Composite Crown, Anterior	$190.63	$221.00	$212.00	$472.00		$302.00	$302.00
D2391	Resin-Based Composite - One Surface, Posterior	$83.60	$122.00	$114.00	$193.00	$162.00	$154.00	$154.00
D2392	Resin-Based Composite - Two Surfaces, Posterior	$110.92	$161.00	$147.00	$266.00	$211.00	$199.00	$199.00
D2393	Resin-Based Composite - Three Surfaces, Posterior	$134.90	$195.00	$174.00	$330.00	$260.00	$238.00	$238.00
D2394	Resin-Based Composite - Four Or More Surfaces, Posterior	$163.46	$221.00	$200.00	$389.00	$313.00	$265.00	$265.00
D2930	Prefabricated Stainless Steel Crown - Primary Tooth	$158.71	$206.00	$159.00	na	$246.00	$247.00	$247.00
D2931	Prefabricated Stainless Steel Crown - Permanent Tooth	$170.68	$230.00	$182.00		$296.00	$276.00	$276.00
D2940	Sedative Filling	$43.75	$75.00	$63.00	na	$112.00	$95.00	$95.00
D2950	Core Buildup, Including Any Pins	$108.08	$183.00	$152.00	$250.00	$248.00	$232.00	$232.00
D3220	Therapeutic Pulpotomy (Excluding Final Restoration)	$89.20	$130.00	$110.00	$142.00	$182.00	$228.00	$228.00
D4341	Periodontal Scaling And Root Planing - Four Or More Contiguous Teeth Per Quadrant	$110.59	$189.00	$159.00	$295.00	$230.00	$255.00	$255.00
D4342	Periodontal Scaling And Root Planing - One To Three Teeth Per Quadrant	$64.33	$110.00	$112.00	$104.00	$166.00	$136.00	$136.00
D4355	Full Mouth Debridement To Enable	$74.11	$123.00	$95.00	$104.00	$167.00	$156.00	$156.00
D4910	Periodontal Maintenance	$54.55	$102.00	$89.00		$125.00	$122.00	$122.00
D5110	Complete Denture - Maxillary	$643.30	$927.00	$824.00	$1,900.00	$1,564.00	$1,285.00	$1,385.00
D5120	Complete Denture - Mandibular	$643.30	$889.00	$824.00	$1,900.00	$1,564.00	$1,285.00	$1,382.00
D5130	Immediate Denture - Maxillary	$697.85	$966.00	$861.00	$2,065.00	$1,564.00	$1,200.00	$1,300.00
D5140	Immediate Denture - Mandibular	$697.85	$847.00	$861.00	$2,065.00	$1,564.00	$1,200.00	$1,300.00
D5211	Maxillary Partial Denture - Resin Base	$477.07	$607.00	$613.00	$1,569.00	$1,050.00	$900.00	$1,050.00
D5212	Mandibular Partial Denture - Resin Base	$477.07	$713.00	$613.00	$1,569.00	$1,050.00	$900.00	$1,050.00
D5213	Maxillary Partial Denture - cast metal	$0.00	$736.00		$1,000.00	na	$1,200.00	$1,300.00
D5214	Mandibular Partial Denture - cast metal	$0.00	$736.00		$1,875.00	na	$1,200.00	$1,365.00
D5730	Reline Complete Maxillary Denture (Chairside)	$149.25	$210.00	$182.00	$416.00	na	$287.00	$287.00
D5731	Reline Complete Mandibular Denture (Chairside)	$149.25	$208.00	$182.00	$416.00	na	$287.00	$287.00
D5740	Reline Maxillary Partial Denture (Chairside)	$146.67	$186.00	$173.00	$416.00	na	$199.00	$199.00

CDT Code	Description	Medicaid Rates	Lincoln Rates	Cigna Rates	Private Practice Rates	Haywood County	Current Fees	Proposed Fees
D5741	Reline Mandibular Partial Denture (Chairside)	$146.67	$201.00	$173.00	$416.00	na	$201.00	$201.00
D5750	Reline Complete Maxillary Denture (Laboratory)	$189.90	$297.00	$253.00	$496.00	$433.00	$354.00	$354.00
D5751	Reline Complete Mandibular Denture (Laboratory)	$189.90	$264.00	$253.00	$496.00	$434.00	$354.00	$354.00
D5760	Reline Maxillary Partial Denture (Laboratory)	$185.27	$292.00	$257.00	$496.00	$422.00	$399.00	$399.00
D5761	Reline Mandibular Partial Denture (Laboratory)	$185.27	$287.00	$257.00	$496.00	$422.00	$349.00	$349.00
D5876	Add Metal Substructure To Acrylic Full Denture (Per Arch)	$80.66	$353.00			na	$353.00	$353.00
D7111	Extraction, Coronal Remnants - Deciduous Tooth	$56.72	$82.00	$67.00	$85.00	na	$95.00	$95.00
D7140	Extraction, Erupted Tooth Or Exposed Root	$69.89	$109.00	$103.00	$218.00	$161.00	$129.00	$129.00
D7210	Surgical Removal Of Erupted Tooth	$120.15	$216.00	$167.00	$325.00	$252.00	$260.00	$260.00
D7310	Alveoloplasty In Conjunction With Extractions - Four Or More Tooth Spaces, Per Quadrant	$113.22	$176.00	$150.00	$175.00	$269.00	$236.00	$236.00
D7311	Alveoloplasty In Conjunction With Extractions - One To Three Tooth Spaces, Per Quadrant	$105.86	$160.00	$125.00	$175.00	na	$220.00	$220.00
D7320	Alveoloplasty Not In Conjunction With Extractions - Four Or More Tooth Spaces, Per Quadrant	$165.20	$738.00	$196.00	$448.00	$402.00	$738.00	$738.00
D7321	Alveoloplasty Not In Conjunction With Extractions - One To Three Tooth Spaces, Per Quadrant	$148.21	$369.00	$170.00	$448.00	$450.00	$442.00	$442.00
D9110	Palliative (Emergency) Treatment Of Dental Pain - Minor Procedure	$46.83	$64.00	$67.00	$94.00	$115.00	$88.00	$88.00
D5863	Overdenture Complete Maxillary						$2,000.00	$2,000.00
D5864	Overdenture Complete Mandibular						$2,000.00	$2,000.00

AVERAGE RESTORATION COST/hour

$23

$167/restoration

AVERAGE CROWN COST/hour

$30

$970/per tooth

AVERAGE 6MO CLEANING COST/hour

$22.53

$144/adult

DC-251 (Revised March 2021)

Account Number 1206

☐ New Contract ☐ Modified Contract ☑ Renewal Job Code H10004 002

NC DEPARTMENT OF PUBLIC SAFETY
DIVISION OF ADULT CORRECTION -- PRISONS
OFFENDER LABOR CONTRACT

Facility Name and Number: CRAGGY CC Date: 06/02/2025

Agency Name: MADISON COUNTY GOVERNMENT

Agency Point of Contact (Name): JESSE ROBERTS

Agency Point of Contact Email Address: JROBERTS@MADISONCOUNTYNC.GOV

Agency Point of Contact Phone Number: (828)649-2854

Project Beginning Date: 07/01/2025 **Project Ending Date:** 06/30/2026

Project Description: Duties will include, but are not limited to, janitorial, grounds/building maintenance, cleaning park/recreation area maintenance, public works projects, roadside cleaning, recycling projects and other governmental agency projects.

PROJECT COST

LABOR:

Number of Laborers 3 x $1.00 per 8 hour work day = 3 x 260 Projected Number of Days of Project = $ 780 Total Projected Labor Cost

ADMINISTRATIVE:

Administrative Cost ☑ **Waived** ☐ **Not Waived** _____ / _____
(Region Director Signature) Date

PROJECT TOTAL COST TO BE BILLED $ 780 ("Total Projected Labor COST" plus "Administrative COST" above)

INVOICE SUBMITTED: ☐ Monthly ☐ Quarterly ☑ Annually

APPROVED BY:

1. Governmental Agency Authority 7/16/25 Date

2. Facility Head _____ / _____ Date

3. Region Director _____ / _____ Date

4. Offender Labor Director, Prisons _____ / _____ Date

Form Distribution by Prisons: Original - Facility Copy - Offender Labor Director, Region Office, and Accounting

NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
DIVISION OF ADULT CORRECTION – PRISONS

OFFENDER LABOR AGREEMENT

Date: 06/02/2025

For the purpose of employing offender labor from the Department of Public Safety, Division of Adult Correction – Prisons, the following terms are agreed upon by the Department of Public Safety and the MADISON COUNTY GOVERNMENT.

I. Logistics

A. Offender labor will be supplied by the Division of Adult Correction – Prisons. All offenders assigned to labor contracts will be English speaking or have completed English as a second language training.

B. Offenders will be provided lunch by Prisons.

C. Transportation will be supplied by MADISON COUNTY GOVERNMENT.

Work schedules will also be furnished by MADISON COUNTY GOVERNMENT.

D. Offenders may work eight (8) hours per day, seven (7) days per week. This will include travel time to and from the correctional facility. Schedules may be varied or staggered depending upon the assigned work station. Offenders may be authorized to work in excess of eight (8) hours per day, with the authorization of Prisons. (Note: The agency will be billed $1.00 per 8 hour workday, even if the offender(s) work less than an eight (8) hour day.)

E. No offender will be allowed to work in an area that is not supervised by a Custodial Agent.

F. No offender will be allowed to work on school property, e.g., private or public elementary, middle or high schools, while students are on the property. No sex offender will be assigned or allowed to work on the property of any educational facility, e.g., private or public elementary, middle, high school, community college or university, etc.

G. The Department of Public Safety has zero-tolerance for undue familiarity or sexual abuse with an offender. It is the contract agency's duty to report any allegations of offender sexual violence either by another offender, correctional staff, correctional agents, agency vendors and/or volunteers or anyone coming in contact with an offender.(see Section VIII below)

II. Work Station/Duties

A. Work stations may be any property owned or leased by: MADISON COUNTY GOV..

B. Offenders are allowed to perform manual labor tasks such as the following:

1. Floor care duties including sweeping, mopping, vacuuming, waxing and buffing. Offenders are not allowed to operate motorized floor cleaning equipment designed to transport the operator.
2. Furniture, fixtures, windows and cabinetry cleaning, dusting and/or polishing that is done from the floor or a step ladder.

3. Custodial duties such as emptying trash cans, carrying out trash, restocking supplies in restrooms, moving furniture, and setting up furniture.
4. Motor vehicle maintenance, washing and vacuuming which does not require the offender to be on elevated surfaces more than four feet tall, without appropriate fall protection. Acceptable fall protection would include ladders, standard railing on working surfaces, properly erected scaffolding or a personal fall arrest system. *Offenders are not allowed to operate motor vehicles for any reason and cannot be allowed to have the keys for operating a motor vehicle for any reason.*
5. Grounds care duties including litter pick up, grass mowing, weed eating, pruning, hedge trimming, leaf blowing, raking, applying herbicides and pesticides, setting out and taking up small plants and bushes. *Inmates must be trained by managers and supervisors in the safe operation of any powered equipment. Offenders can be trained to operate riding mowers. All equipment must have manufacturer and OSHA required warning labels, safety guards and devices in good condition. Offenders applying herbicides and pesticides must be trained and closely supervised by a duly licensed applicator responsible to insure the offender follows regulations and safe work practices. Offenders must receive hazard communication training on all chemicals they work with. They must be provided with all necessary personal protective equipment for the task they are performing.*
6. Minor building maintenance duties including painting, caulking, clearing rain gutters and power washing that can be done from the ground, ladder, properly constructed and erected scaffolding or with an approved personal fall arrest system.
7. Right of way & drainage maintenance using bush axes & shovels.

Offender labor contract duties and tasks are expected to be for basic manual labor, such as those listed above, and normally utilizing manual tools such as shovels, brooms, mops, bush axes, etc. Offenders can be trained to use basic powered lawn care equipment, including riding mowers. This list of tasks is not exclusive of others but anything outside the scope of these types of work activities should be discussed with, and approved by, the correctional facility's management before assigning the offender to perform the proposed duties.

C. Offenders are **not** allowed to perform hazardous duties such as the following:
1. Work with electric transmission utility line crews in any capacity.
2. Work within ten feet of any unguarded, energized electrical transmission lines or high voltage equipment, and/or within ten feet of any conductive object involved in a task near unguarded, energized electrical transmission lines or high voltage equipment.
3. Enter any permit required confined space including but not limited to sewer manholes, lift stations, water tanks, chlorine contact chambers, utility vaults, salt bins, etc.

4. Disturb any suspected or confirmed asbestos containing materials including but not limited to thermal system insulation, vinyl floor tiles, flooring mastic, roofing, roofing felts, exterior shingle siding, acoustical ceiling tiles, fire proofing materials, solid wallboard (transite), cement water pipes, cement asbestos, sheetrock or fire doors. *Typical work activities which would disturb suspected or confirmed asbestos containing materials are normally part of renovation or demolition projects which require removal or destruction of existing materials, equipment or structures.*
5. Disturb any suspected or confirmed lead based paint by sanding, scraping, cutting, sawing, welding or power washing. *Typical work activities which could disturb suspected or confirmed lead based paint are normally part of remodeling, renovation, repair, window case replacement, electrical/plumbing/carpentry work and preparing surfaces for painting.*
6. Perform or participate in sandblasting work.
7. Operate heavy equipment or aerial man lifts of any kind. Some examples of prohibited equipment are: tractors, bull dozers, back hoes, cranes, grade alls, road construction equipment, fork lifts, boom trucks, etc. (*However, offenders are allowed to perform maintenance and repair work on this type of equipment.)*
8. Perform any task that requires the use of a respirator due to exceeding the contaminant's permissible exposure limits.
9. Work over or in water where a drowning hazard exists, without the appropriate protection, such as: standard railings, personal fall arrest systems, personal flotation devices, ring buoys and/or skiffs, as required by the OSHA standards.
10. Work in trenches or excavations four feet deep or greater.
11. Work on or adjacent to public roads and highways without the proper Manual on Uniform Traffic Control Device (MUTCD) work zone safety set up utilizing the correct traffic control devices and high visibility vests, provided by Prisons.
12. Operate chain saws.
13. Sit, stand or ride on any piece of equipment in a manner not consistent with the design of said vehicle or machinery while that equipment has its motor running or is moving. Examples of prohibited practices include, but are by no means limited to: standing on mower deck, riding in bucket of a loader, riding seated on a trailer hitch.

This list of tasks is not exclusive of others that might be considered too hazardous for offender labor contracts. Any tasks or duties similar to these or in question, in regards to personnel safety, should be addressed with the correctional facility's management before assigning the inmate to perform the proposed duties. Failure to follow these guidelines may result in suspension of this contract and the removal of offender labor.

III. Supervision

A. MADISON COUNTY GOVERNMENT agrees all offender project supervisors will receive the Orientation for Correctional/Custodial Agents. Project Supervisors, upon successful participation in Orientation Training, are designated as Custodial Agents. New employees will be scheduled to receive this orientation training prior to being allowed to supervise offender projects without being accompanied by correctional Officers.

B.

1. Each Custodial Agent will be on-site at each workstation.
2. Each Custodial Agent will provide the offender with a job description and will provide the Department of Public Safety with a periodic offender work performance evaluation if requested for classification purposes.
3. The Custodial Agents of the offenders working under labor contract will provide all safety training, appropriate to the hazards and duties of each task to be performed by the inmate, in accordance with OSHA regulations. This training will include the hazards associated with the task, the proper and safe use of any equipment assigned for performing the work, the hazards associated with any chemicals used in the work, the proper safe work methods for performing the task and the correct use of any personal protective equipment needed to perform the task. This training will be ongoing and documented by the managers and supervisors for the duration of the offender labor contract. These training records will be made available upon request from any Department of Public Safety facility, region or state official, and/or safety inspectors. The training documentation must be signed and dated by the offender and manager/ supervisor who conducted the training.
4. Work schedules will be provided by MADISON COUNTY GOVERNMENT.
5. Custodial Agents will designate break areas and ensure that offenders are supervised during all breaks.
6. Custodial Agents are to receive annual Orientation training.
7. Custodial Agents are to receive briefing in Undue Familiarity and Prison Rape Elimination Act (PREA) as part of Orientation training.

IV. Safety Equipment

A. The Division of Adult Correction – Prisons will provide state issued steel-toed shoes. No offender will be allowed to work without steel-toed shoes.

B. Offenders are required to wear Prisons-issued high visibility vests where required by safety rules and regulations and/or by a Prisons manager's request.

C. The town/county/DOT and State will furnish all other personal protective equipment needed according to the OSHA standards, other regulatory guidelines and hazard analyses of the task to be performed. All equipment to be used by inmates in the performance of their assigned tasks must meet all safety requirements for guarding, warning labels, condition and operation as required by OSHA and the manufacturer.

D. The Custodial Agents of the town/county/DOT and State shall insure that all offenders utilize all required safety equipment and safe work procedures in the performance of their assigned tasks.

E. The town/county/DOT and State supervisors, who act as the Custodial Agents shall insure that all offenders have completed all required safety training in the use of approved equipment, hazards communication and the proper use of personal protective equipment. All training has been documented and maintained on file by the agency.

F. Offender injury due to failure to follow safety regulations and/or use required safety equipment may result in suspension of this contract and removal of offender labor.

G. Correctional Staff will make routine visits to the agency to ensure custodial agents and offenders are following safety procedures and adhering to the labor contract.

V. Waiver and Billing Information

It is agreed that the North Carolina Department of Public Safety will waive administrative cost, transportation and custody supervision cost.

VI. Medical

Whenever any offender assigned to the North Carolina Department of Public Safety shall suffer accidental injury or accidental death arising out of and in the course of employment, to which the inmate has been assigned, the provisions of G.S. 97-13, shall apply. The governmental agency shall compensate the Department of Public Safety.

The following procedures are to be followed when an offender sustains an injury while on work assignment for an agency:

1) If the injury is serious or life threatening: the agency will contact EMS and have the injured offender transported to the nearest medical facility. The agency must immediately notify the offender's prison facility of the incident.

2) If the injury is non-serious or is non-life threatening: When the agency has trained first aid personnel on-site at the time the offender is injured, they may provide the offender first aid, and immediately notify the offender's prison facility of the incident.

3) If the injury is non-serious or is non-life threatening: and the agency does not have trained first aid personnel on-site to render first aid that may be needed, the agency is to transport the offender to the nearest medical facility for treatment and immediately notify the offender's prison facility of the incident.

4) If the injury is non-serious or is non-life threatening: and the agency can not provide first aid or transportation to the nearest medical facility, the agency is to immediately notify the offender's prison facility to transport the offender for first aid.

When any offender injury occurs on a labor contract project, whether first-aid and/or medical assistance is rendered, the agency is to provide the offender's prison facility written documentation of the incident as soon as possible.

VII. Offender Conduct

MADISON COUNTY GOVERNMENT reserves the right to refuse or return an inmate should safety, security or order become an issue and agrees to follow North Carolina Department of Public Safety rules and regulations as stipulated in the Supervisory Orientation Training session. Division of Adult Correction – Prisons will be the sole party responsible for issuing disciplinary action against any offender employed by MADISON COUNTY GOV. . Any misconduct will be reported immediately to the prison facility superintendent. Either party with a 30-day written notice may terminate the contract at any time.

VIII. PREA

The Department of Public Safety has zero-tolerance for behavior with an offender that is unduly familiar or sexually abusive. Departmental staff, correctional agents, agency vendors and volunteers are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with offenders. Conversation and conduct with offenders is to be professional at all times. Sexual acts between an offender and departmental staff, correctional agents, agency vendors and volunteers violates the federal Prison Rape Elimination Act of 2003 (PREA) and is punishable as a Class E felony in North Carolina. Under North Carolina and federal law, offenders CAN NOT consent to engage in sexual activity with departmental staff, correctional agents, agency vendors and volunteers, and all such activity shall legally be considered "against the will of the offender," even if the offender claims there was consent. Additionally, it is a criminal offense for any person to sell or give any inmate any intoxicating drink, barbiturate or stimulant drug, or any narcotic, poison or poisonous substance, except upon the prescription of a physician, or to convey to or from an inmate any letters or oral messages or any instrument or weapon by which to effect an escape, or that will aid in an assault or insurrection, or to trade with an inmate for clothing or stolen goods or to sell an inmate any article forbidden by prison rules.

As a valued Correctional Agent of the Division of Adult Correction – Prisons, it is important to remember that any knowledge of or a report of any incidents of unduly familiar and sexual abuse involving a labor contract offender, you have a duty to report this information immediately to your contact person at the facility of housing for the offender and/or to the Prisons office in the Division of Adult Correction. You may also report the information to the Office of PREA Administration at prea@dps.gov. By signing this contract you acknowledge that you understand and will abide by this policy as outlined above.

Specialized Consulting Services LLC Service Contract

MADISON COUNTY

THIS CONTRACT is made and entered into this 30TH. Day of April, 2025 by and between the COUNTY of Madison, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY") and Specialized Consulting Services LLC, a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as herein after set forth, the parties here to do mutually agree as follows:

1.SCOPE OF SERVICES. CONTRACTOR hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all provisions of this Contract that specify a time of performance.

2.TERM OF CONTRACT. The term of this Contract for Services is from 31st. day of March 2025 to the 31st. day of October 2025 unless sooner terminated as provided herein.

3.PAYMENT TO CONTRACTOR. The CONTRACTOR shall receive from the COUNTY an amount of $65.00 per hour per assigned employee as compensation for the provision of Services plus $0.70 per mile for travel related to this contract. The COUNTY agrees to pay the CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this Contract, and Attachment 1. Unless otherwise specified, the CONTRACTOR shall submit an itemized invoice to the COUNTY by the end of each month during which Services are performed. A Purchase Order number may be assigned to encumber the funds associated with this Contract and must appear on all invoices and correspondence mailed to COUNTY. Payment will be processed promptly upon receipt and approval of the invoice by the COUNTY.

4.INDEPENDENT CONTRACTOR. The COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself or its employees or its agents or contractors as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR'S duties under this Contract. Accordingly, the CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR'S activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes. The CONTRACTOR, as an independent contractor, shall perform the Services required

hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5.INSURANCE AND INDEMNITY. To the fullest extent permitted by laws and regulations, the CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professions and costs related to court action and arbitration) arising out of or resulting from the CONTRACTOR'S performance of this Contract or the action of the CONTRACTOR or its officials, employees, agents or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, the CONTRACTOR shall comply with the North Carolina Worker's Compensation Act and shall provide for the payment of worker's compensation to its employees in the manner and to the extent required by such Act. Additionally, the CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

> $1,000,000 per occurrence/ $2,000,000 aggregate – Bodily Injury Liability, and $100,000—Property Damage Liability.

The CONTRACTOR, upon execution of this Contract, shall furnish to the COUNTY a Certificate of Insurance reflecting the minimum limits state above. The Certificate shall provide for thirty (30) days in advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR herein. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under and such insurance policies, except as they may conflict with existing North Carolina law or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR'S liability and obligations under the Contract.

6.HEALTH AND SAFETY. The CONTRACTOR shall be responsible for initiating, maintain and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

7.NON-DISCRIMINATION IN EMPLOYMENT. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. The CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin,

or disability. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by the COUNTY, and the CONTRACTOR may be declared ineligible for further COUNTY contracts.

8.GOVERNING LAW. This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Madison and the State of North Carolina.

9.TERMINATION OF CONTRACT. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of contract. This Contract may be terminated, for cause, by non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected with ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allow by relevant law. Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

10.SUCCESSORS AND ASSIGNS. The CONTRACTOR shall not assign its interest in this Contract without the written consent of the COUNTY. The CONTRACTOR has no authority to enter into contracts on behalf of the COUNTY.

11.COMPLIANCE WITH LAWS. The CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. This implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.

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

13. IRAN DIVESTMENT ACT. The CONTRACTOR warrants that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) It is each vendor's or

contractor's responsibility to monitor its compliance with this restriction. Contracts valued at less than $1,000.00 are exempt from this restriction.

14.NOTICES. All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

County of Madison
5707 US 25/70 Highway
Marshall, NC. 28753

Specialized Consulting Services LLC
Attn: Roland Hamrick
2142 Honey Haven Farm Rd.
Shelby, NC. 28152

15. AUDIT RIGHTS. For all Services being provided hereunder, COUNTY shall have the rights to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and location mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within on (1) week of the request for them.

16. COUNTY NOT RESPONSIBLE FOR EXPENSES. The COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by the CONTRACTOR, unless otherwise agreed in writing.

17. ANNUAL APPROPRATIONS AND FUNDING. This Agreement may be subject to the annual appropriation of funds by the County Commissioners. Not with standing any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then the COUNTY shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

18. EQUIPMENT. The CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and or supplies required to provide Services hereunder, unless otherwise agreed in writing.

19. ENTIRE CONTRACT. This Contract, including Attachment 1, shall constitute the entire understanding between the COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

20. HEADINGS. The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its

provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

21. EXISTENCE. The CONTRACTOR warrants that it is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

22. AUTHORITY. By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized officers or agents.

THE COUNTY:

Madison County

By: _____

Position: COUNTY MANAGER

3/31/2025

Date

THE CONTRACTOR:

Specialized Consulting Services LLC

By: Robert B. Hamrick

Position: Program Manager

March 31, 2025

Date

ATTACHMENT 1

County Contract

SCOPE OF WORK

The Contract employee shall assist the County with management of Hurricane Helene during response and recovery as well as assist with vetting and filing the documentation from agencies in response to Hurricane Helene.

Including Public Assistance Advisory Services in dealing with Federal regulations, specifically including the Robert T. Stafford Disaster Relief Act, the Post-Katrina Emergency Management Reform Act of 2006, the Sandy Recovery Improvement Act of 2013, and the Disaster Recovery Reform Act of 2018.

Including Individual Assistance Advisory Services in FEMA IA Programs, including Mass Care and Emergency Assistance, Individuals and Household Programs, Disaster Case Management, Crisis Counseling and Disaster Unemployment Assistance.

The Contract employee will answer directly to the designated person from the county. The designated person shall be responsible for signing he/she's time sheet on a weekly basis.

The Contract employee shall provide the County with an ICS Form 214 on a weekly basis covering the actions of the contract employee for the week.

Madison County
Board of Commissioners

Attachment 6.1

Budget Amendment #12
June 10, 2025

Description	Line Item	Debit	Credit
Tax Administration			
Vehicle Tax	10.3100.1000		$ 124,000.00
2016 Ad Valorem Tax	10.3100.2016	$ 3,000.00	
2017 Ad Valorem Tax	10.3100.2017	$ 3,000.00	
2018 Ad Valorem Tax	10.3100.2018	$ 3,000.00	
2022 Ad Valorem Tax	10.3100.2022	$ 15,000.00	
Adjust to actual			
Sheriff Office			
Salaries	10.4310.1210		$ 30,000.00
Temp Salaries	10.4310.1260	$ 10,000.00	
Overtime Salaries	10.4310.1300		$ 30,000.00
FICA	10.4310.1810		$ 8,000.00
Retirement	10.4310.1820		$ 31,539.00
Life Insurance	10.4310.1890		$ 550.00
Postage	10.4310.3250		$ 500.00
Inmate Medical	10.4310.1930	$ 50,000.00	
Dues and Subscriptions	10.4310.4910	$ 40,589.00	
Health Dept			
State Child Fatality	10.3513.3400		$ 582.00
Misc Supplies	10.5110.2990	$ 582.00	
CDC Vax Program	10.3513.5716		$ 2,080.69
CDC Vax Program	10.5110.5716	$ 2,080.69	
Dr. Daly fund	10.3513.6500		$ 3,700.00
Dr. Daly fund	10.5110.6500	$ 3,700.00	
ORH Map	10.3513.7032		$ 22,547.00
ORH Map	10.5110.7032	$ 22,547.00	
Management Administration			
My Sisters Place	10.4930.8200	$ 25,000.00	
Community Housing	10.4930.8600	$ 45,165.00	
Parks and Recreation			
Capital Equipment	10.6130.4000	$ 75,000.00	
Replace originally budgeted amount			

Occupancy Tax					
Occupancy Tax	22.3414.1200	$	30,900.00		
Professional Services	22.4140.1900			$	30,000.00
TDA: Professional Services	22.4140.1910			$	900.00
Sales Tax					
1/4 cent sales tax	10.3232.3115			$	47,032.57
Education/Schools					
1/4 cent sales tax	10.5911.7200	$	47,032.57		
Contingency	10.7000.0000			$	45,165.00

Attachment 6.2

We are at 92% of the FY25 budget.

Bank balances at May 31, 2025 are as follows:

	Unrestricted	Restricted
General Fund	$ 7,580,191.74	
Debt Service Fund		$ 288,933.94
Capital Outlay Fund	$ 4,266,885.69	
Capital Management	$ 24,625,357.96	$ 1,871,694.79
Occupancy Tax Fund		$ 103,765.26
Revaluation Fund		$ 259,939.55
Tourism Development		$ 834,336.21
Automation Fund		$ 179,135.78
Drug Seizure Fund		$ 26,118.84
Inmate Trust Fund		$ 55,289.74
Soil & Water Conservation		$ 46,882.24
Opioid Settlement		$ 792,665.75
Courthouse SCIF Grant GPO		$ 1,170,332.32
Fairgrounds GPO		$ 1,201,352.42
Arpa Cash Management Fund	$ 4,049,152.28	$ -
Total of All Accounts:	$ 40,521,587.67	$ 6,830,446.84
New Jail Loan	$ -	(Due in February)
School Debt Service	$ -	(Due in February)
40-42 Set Aside for Schools	$ (2,144,503.21)	
Unspent Grant/Restricted Proceeds	$ (3,874,094.51)	
Adoption Promotion Fund	$ (47,682.18)	
Encumbered Amounts	$ (432,153.08)	
911 Funds	$ (101,969.88)	
Goldenleaf Funds	$ (78,195.00)	
Arpa Funds	$ -	
Total assigned and restricted Bank Ba	$ (6,678,597.86)	

	General	Landfill
Unassigned and Unrestricted totals b	$ 27,012,542.97	$ (1,207,895.92)

SUMMARIES:

Percentage of budget at April 30, 2025 is:

General Fund:		YTD	
Revenues	$ 2,168,793.90	$ 37,152,750.12	89.04
Expenditures	$ 1,289,215.56	$ 31,710,673.70	82.65

General Fund	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 05/24
Revenues to Date:	$ 2,168,793.90	$ 37,152,750.12		89.04	$ 35,718,304.88
Expenditures to Date:	$ 1,289,215.56	$ 31,710,673.70	$ -	82.65	$ 28,118,089.00
Gain/Loss to Date:	$ 879,578.34	$ 5,442,076.42			$ 7,600,215.88

Contingency

Landfill	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 05/24
Revenues to Date:	$ 78,667.03	$ 2,761,946.27		97.81	
Expenditures to Date:	$ 202,036.25	$ 2,131,226.30		73.38	$ 1,937,602.58
Gain/Loss to Date:	$ (123,369.22)	$ 630,719.97			

Contingency

911 Emergency Telephone Services	MTD	YTD	% OF BUDGET	Year to Date 05/24
Revenues	$ 7,281.71	$ 78,289.51	89.60	$ 64,186.07
Expenditures	$ 80.00	$ 120,703.56	70.80	$ 534,275.49
Gain/Loss	$ 7,201.71	$ (42,414.05)		$ (470,089.42)

Contingency $-

GENERAL FUND:

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 05/24
Vehicle Tax	$ 93,388.24	$ 1,050,506.15	123.01	$ 1,173,167.34
Overages/Underages				
Ad Valorem Tax Interest	$ 10,664.56	$ 152,862.45	122.29	$ 195,588.22
Late Listing Fee	$ 247.59	$ 26,153.08	103.78	$ 20,968.47
Legal Fees				
2012 Ad Valorem Tax				
2013 Ad Valorem Tax		$ 697.25		
2014 Ad Valorem Tax		$ 2,080.88	34.68	$ 6,728.09
2015 Ad Valorem Tax	$ 205.58	$ 3,824.91	54.64	$ 7,367.15
2016 Ad Valorem Tax	$ 40.80	$ 4,125.51	51.57	$ 6,457.54
2017 Ad Valorem Tax	$ 61.18	$ 4,262.23	53.28	$ 7,520.23
2018 Ad Valorem Tax	$ 538.50	$ 5,308.73	58.99	$ 11,459.20
2019 Ad Valorem Tax	$ 777.75	$ 7,862.15	78.62	$ 15,202.27
2020 Ad Valorem Tax	$ 888.81	$ 11,003.26	110.33	$ 24,068.58
2021 Ad Valorem Tax	$ 367.28	$ 21,821.70	87.29	$ 69,441.22
2022 Ad Valorem Tax	$ 421.68	$ 36,272.02	60.45	$ 211,307.04
2023 Ad Valorem Tax	$ 9,203.99	$ 180,040.14	90.02	$ 12,973,492.21
2024 Ad Valorem Tax	$ 76,316.94	$ 15,028,801.77	111.16	
Collection Fees: Marshall				
Collection Fees: Mars Hill				
Collection Fees: Hot Springs				
Sale of Tax Maps				
Tax Office Copies				
Returned Check				
Refunds/Overpayment of Taxes				
Contra: Returned Check				
Sale of Foreclosed Property				
Contra: Foreclosed Property Expenses				
Sales Tax/Video Programming				
Sales Tax	$ 561,231.51	$ 5,605,919.79	78.26	$ 6,244,460.80
Gas Tax Refund/State	$ 1,805.84	$ 16,814.05	62.27	$ 19,575.72
Payment In Lieu of Taxes				
Forest Service Timber Sales		$ 8,005.91	80.06	$ 70,347.51
Clerk of Court	$ 5,298.60	$ 55,399.75	106.54	$ 73,751.93
Board of Elections		$ 4,611.79		$ 14,207.20
Register of Deeds	$ 35,090.95	$ 370,075.55	99.16	$ 495,108.10
Sheriff's Department	$ 265,901.45	$ 2,855,114.57	86.26	$ 3,795,820.83
Emergency Management		$ 65,790.06	100.00	$ 20,625.00
Inspections	$ 8,543.00	$ 208,458.19	85.00	$ 346,844.01
Animal Control		$ 65,973.02	95.00	$ 55,851.05
Transportation	$ 2,363.50	$ 424,177.00	51.29	$ 553,501.71
Cooperative Extension Service				
Soil & Water Conservation	$ 23,216.00	$ 23,216.00	85.35	$ 3,500.00
Grant Revenues/JCPC/DJJDP	$ 410,753.58	$ 327,247.36	28.86	$ 767,576.45

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 05/24
Health Department	$ 249,400.51	$ 2,072,914.84	69.95	$ 2,391,956.48
Medicaid Hold Harmless Tax		$ 104,047.37	100.00	$ 18,295.02
Social Services	$ 249,797.00	$ 2,081,095.72	74.76	$ 1,784,039.83
AFDC				
Foster Care	$ 13,167.41	$ 121,566.41	52.63	$ 145,884.61
Medicaid				
Adoption		$ 1,800.00	11.08	$ 2,700.00
Child Support Enforcement	$ 7,728.96	$ 108,080.66	119.26	$ 123,828.96
In Home Aides	$ 881.73	$ 14,380.73	18.54	$ 23,494.56
Beech Glen Center	$ 845.00	$ 11,209.20	112.66	$ 8,260.00
Nutrition	$ 17,504.47	$ 295,505.99	163.17	$ 218,509.29
State Lottery Funds/Education		$ 370,245.10	119.34	$ 1,306,211.31
Library	$ 11,365.65	$ 164,005.20	94.86	$ 122,973.50
Parks & Recreation		$ 4,665.00	38.68	$ 5,018.00
Interest Earned	$ 107,115.59	$ 1,127,313.18	130.00	$ 1,120,076.42
Rent of County Property	$ 3,660.25	$ 50,016.25	83.23	$ 56,225.00
Finance/Other		$ 314,933.96	98.58	$ 204,932.80
Miscellaneous Income		$ 61,281.55		
Fund Transfer In				
Totals	$ 2,168,793.90	$ 37,152,750.12	89.04	$ 35,718,304.88

GENERAL FUND EXPENDITURES

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 05/24
Governing Body	$ 9,815.77	$ 99,213.81		65.71	$ 125,928.27
Finance Office	$ 70,475.86	$ 611,145.99		64.69	$ 656,434.33
Tax Collector	$ 77,956.37	$ 686,381.96		72.92	$ 477,161.91
Land Records	$ 9,608.72	$ 96,879.94		89.30	$ 81,581.32
Professional Services		$ 30,062.50		44.90	$ 32,500.00
Court Facilities	$ 6,139.40	$ 12,984.00		34.20	$ 47,536.22
Board of Elections	$ 21,858.96	$ 254,697.78		74.17	$ 301,292.84
Register of Deeds	$ 29,625.40	$ 323,950.37		88.27	$ 367,161.62
Register of Deeds- Automation		$ 14,135.00		100.00	
Custodial	$ 7,387.61	$ 107,729.19		68.30	$ 80,720.72
Maintenance	$ 59,647.43	$ 595,229.96		67.28	$ 1,018,780.48
Sheriff's Department	$ 374,576.79	$ 4,580,283.22		86.17	$ 4,983,916.16
Emergency Management	$ 7,757.90	$ 92,345.75		59.40	$ 66,478.99
911 Dispatchers	$ 55,925.65	$ 759,124.08		81.17	$ 724,499.12
Fire Contract/Forest Service	$ 11,171.43	$ 74,867.34		57.60	$ 86,074.60
Inspections	$ 25,104.13	$ 264,601.90		84.00	$ 294,288.26
Zoning and Planning	$ 8,348.82	$ 181,733.64		88.08	$ 134,511.19
Economic Development	$ 14,059.91	$ 110,840.07		5.26	$ 135,350.60
Medical Examiner	$ 200.00	$ 22,000.00		88.00	$ 15,300.00
Ambulance Service Contract	$ 142,916.67	$ 1,572,083.37		84.16	$ 1,572,083.37
Animal Control	$ 31,208.01	$ 306,948.13		64.18	$ 308,426.36
Transportation - Admin	$ 2,735.40	$ 113,059.60		74.08	$ 116,379.39

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 05/24
Transportation - Operating	$ 49,934.09	$ 578,297.32		73.63	$ 693,295.64
Transportation - Capital Outlay		$ -		-	
Transportation - EDTAP		$ 109.80			
Planning & Development	$ 49,994.95	$ 84,650.36		24.30	$ 97,272.83
Information Technology	$ 25,760.80	$ 336,616.79		75.22	$ 284,036.94
Cooperative Extension	$ 26,219.97	$ 284,812.72		75.51	$ 277,836.76
Soil & Water	$ 11,878.64	$ 131,494.84		78.62	$ 141,077.53
Health Department	$ 224,905.89	$ 3,046,404.90		70.32	$ 3,398,711.61
Drug Free Community	$ 8,613.40	$ 122,070.72		90.02	$ 110,058.55
MHAT	$ 8,923.43	$ 78,984.27		59.86	$ 78,410.31
Management Admin.	$ 72,738.82	$ 590,685.31		40.34	$ 388,250.24
Social Services	$ 285,422.29	$ 2,754,392.99		65.61	$ 2,186,522.65
AFDC	$ -	$ 333.00		4.16	$ 1,143.79
Special Assistance	$ 6,287.50	$ 93,569.50		110.32	$ 90,269.50
State Foster Care	$ 20,252.00	$ 191,168.97		79.65	$ 125,143.42
Foster Care Program	$ 2,823.82	$ 41,564.27		20.78	$ 71,246.19
Medical Assistance Program					
Adoption Assistance	$ 11,029.42	$ 145,195.45		54.15	$ 171,485.72
Crisis Intervention		$ 2,700.00		50.00	$ 161,305.23
Child Support	$ 9,546.73	$ 91,530.44		65.09	$ 104,519.09
In Home Aides	$ 6,995.24	$ 74,862.50		36.71	$ 78,526.09
Nutrition	$ 63,673.24	$ 563,323.74		73.47	$ 522,519.42
Education	$ 357,421.86	$ 5,359,812.22		94.62	$ 6,513,493.51
A-B Technical College	$ 9,542.00	$ 104,962.00		91.67	$ 104,962.00
Bank Charges	$ 615.96	$ 18,067.11		72.27	$ 17,664.63
Library	$ 65,757.15	$ 587,820.14		76.61	$ 588,754.81
Parks & Recreation	$ 20,737.10	$ 171,891.59		52.02	$ 285,176.63
Debt Services					
Debt Services Interest					
Fund Transfer In/ Landfill & Library					
Fund Transfer Out/Revaluation					
TOTALS	$ 1,289,215.56	$ 31,710,673.70	$ -	82.65	$ 28,118,089.00

LANDFILL FUND

REVENUES	MTD	YTD	% OF BUDGET	Year to Date 05/24
Transfer From Fund Balance				
Landfill Miscellaneous Fees		$ 1,735.59		
Returned Check Fees				
Surplus Property Proceeds				
State Tire Disposal Fee	$ 9,060.18	$ 39,578.34	219.88	$ 41,372.94
Local Tire Disposal Fee	$ 887.75	$ 3,710.75	247.38	$ 3,925.80
White Goods Tax		$ 1,497.40	22.65	$ 7,198.50
Sale of White Goods	$ 3,020.20	$ 31,564.40	203.64	$ 29,572.70
Household Hazardous Waste	$ 250.00	$ 1,581.00	112.93	$ 1,293.00
Temporary Disposal Cards	$ 9,410.00	$ 63,369.48	171.27	$ 87,220.66
Duplicate Disposal Cards	$ 215.00	$ 3,285.00	11.73	$ 4,871.35
Landfill Disposal Cost Fees	$ 12,904.06	$ 131,488.88	95.29	$ 112,594.47
Landfill Sale of Recyclables	$ 10,755.15	$ 78,712.34	207.14	$ 64,151.09
Nuisance Tires				
Disposal Cards	$ 15,241.90	$ 2,404,901.63	93.70	$ 2,334,666.27
Construction Demolition	$ 12,064.06	$ 58,581.41	132.03	$ 44,882.99
Solid Waste Disposal Distribution	$ 4,858.73	$ 20,119.76	201.20	$ 19,022.81
Grant/State				
Electronics Management		$ 457.32		
Electronics (County)		$ 30.00	0.50	$ 1,292.80
Interest				
Totals	$ 78,667.03	$ 2,761,946.27	97.81	$ 2,772,216.49

EXPENSES:	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 05/24
Landfill	$ 175,496.11	$ 1,868,337.91	$419,289.08	72.53	$ 1,691,722.75
Recycling	$ 26,295.79	$ 242,694.96	$ 5,401.00	82.13	$ 219,794.79
Scrap Tires	$ 244.35	$ 20,193.43	$ 7,463.00	76.20	$ 26,085.04
White Goods					
Closure/Post Closure					
Totals	$ 202,036.25	$ 2,131,226.30	$432,153.08	73.38	$ 1,937,602.58

NC DEPARTMENT of COMMERCE
RURAL ECONOMIC DEVELOPMENT

Josh Stein
GOVERNOR

Lee Lilley
SECRETARY

Reginald Speight
ASSISTANT SECRETARY

Attachment 7.2

June 4, 2025

Mr Matthew Wechtel
Chairman, Board of Commissioners
Madison County
PO Box 579
Marshall, NC 28753

Re: Contract Agreement for Grant Number 2025-034-3201-2587; Your Signature and Reply is Requested
Project Title: "Advanced BioGas Systems/Project Gas Out"

Dear Chairman Wechtel:

Enclosed for your review and signature is a complete set of contract documents required to finalize the grant award from the North Carolina Rural Infrastructure Authority. Below is a description of the documents enclosed along with an explanation of the signatures required for each document.

Document Description:	Signed By:
Deed of Trust Documentation	Highest Elected Official – Unit of Local Government.
Grant Agreement: Outlines the terms of Grant Agreement between the Department of Commerce and the Unit of Local Government.	Highest Elected Official - Unit of Local Government.
Exhibit A: Grant Application	Signatures gathered at application - Highest Elected Official – Unit of Local Government, Legal Property Owner listed on the Deed, and the Job Creating Business involved in the project. No additional signatures required.
Exhibit B: Program Guidelines	No Signature Required.
Exhibit C: Legally Binding Commitment (LBC): Outlines terms and conditions of the Loan.	Highest Elected Official -Unit of Local Government and Legal Property Owner listed on the Deed.
Exhibit D: Limited Waiver of Confidentiality: Contains employment information reported to the Department of Commerce's Division of Employment Security.	Each Business involved in the project.

Execute these documents, scan a quality copy and return to my attention at RBIreports@commerce.nc.gov. If you have any questions or if I can be of any assistance, please contact me at bethany.davenport@commerce.nc.gov.

Sincerely,

Bethany P Davenport

Bethany P. Davenport
Fiscal and Compliance Manager

Enclosure

Rural Economic Development Grant Agreement, Private Owner
BUILDING REUSE PROGRAM
Deed of Trust Documentation **2025-034-3201-2587**

The Department of Commerce strongly encourages the Governmental Unit to secure the funds loaned to the property owner, **ABS Madison Properties, LLC, a North Carolina limited liability company**, with a Deed of Trust on the property.

Please check the appropriate box below indicating the intention of the Governmental Unit:

☑ The Governmental Unit will secure the funds with a Deed of Trust listing **Madison County** as the beneficiary in the amount of **$100,000.00**.

☐ **Madison County** ("Governmental Unit") has elected NOT to secure with a deed of trust on the subject property the **$100,000.00** in grant funds awarded by the North Carolina Department of Commerce ("Commerce") for a building reuse grant. The Governmental Unit acknowledges and agrees that it is liable to the State for any grant funds that must be repaid under the Grant Agreement or Legally Binding Commitment, including (without limitation), any required repayments due to the property owner's failure to create and maintain jobs, which could include the full amount of the grant. Governmental Unit acknowledges that its liability to Commerce arises whether or not it is able to collect any repayment from the property owner under the Legally Binding Commitment, but still elects not to obtain a deed of trust on the subject property.

Please fill in the box below:

Governmental Unit Name:	**Madison County**
By (Signature):	[signature]
Printed Name:	Matt Wechtel
Title:	Chairman, BOC
Date:	June 16, 2025

Rural Economic Development Grant Agreement, Private Owner
BUILDING REUSE PROGRAM

2025-034-3201-2587

This Rural Economic Development Grant Agreement (the "Agreement") between the North Carolina Department of Commerce ("Commerce"), an agency of the State of North Carolina (the "State"), and **Madison County** (the "Governmental Unit" and, together with Commerce, the "Parties") is made effective as of **4/17/2025** ("Effective Date") and shall remain in effect through **4/17/2027** ("Termination Date"), unless this Agreement is terminated on an earlier date under the terms of this Agreement or unless extended for an express term agreed upon in writing by the Governmental Unit and Commerce (such period of time running from the Effective Date to the applicable Termination Date described above shall constitute the "Grant Term");

WHEREAS, the North Carolina General Assembly (the "General Assembly") has determined that it is the policy of the State to stimulate economic activity and to create new jobs for citizens of the State by encouraging and promoting the expansion of existing business and industry within the State and by recruiting and attracting new business and industry to the State;

WHEREAS, the General Assembly has enacted legislation creating a program to provide matching grants or loans to specific local governmental units so as to productively reuse certain buildings and properties or expand rural health care facilities (the "Building Reuse Program"), subject to the requirements of N.C.G.S. §§ 143B-472.127 and .128, as a method of stimulating economic activity in the State;

WHEREAS, the General Assembly has created the Rural Economic Development Division ("REDD") within Commerce and has tasked REDD with administering the Building Reuse Program under N.C.G.S. §§ 143B-472.126 and .127;

WHEREAS, under N.C.G.S. § 143B-472.128, the General Assembly created the North Carolina Rural Infrastructure Authority (the "Rural Authority") and has empowered the Rural Authority to review applications for and, where appropriate, authorize such matching grants or loans to local government units under the Building Reuse Program;

WHEREAS, the Rural Authority under N.C.G.S. § 143B-472.128, is authorized to make such matching grants or loans: 1) based on the application ("Application") filed by the Governmental Unit and any subsequent materials supporting the Application that have been approved of by Commerce in writing as of the Effective Date, all of which are included as Exhibit A and are incorporated by reference herein; (2) based on the representation in the Application that **ABS Madison Properties, LLC, a North Carolina limited liability company** (the "Owner") owns certain real property located at:

172 Andrews Ave S
Hot Springs, NC 28743

In **Madison** County, North Carolina ("Property"); (3) based on Commerce's Rural Economic Development Grant requirements and guidelines (the "Guidelines"), which are included as Exhibit B and are incorporated herein and which may be amended, modified, or supplemented and applied accordingly to this Agreement by Commerce in its sole discretion; and for (4) the

creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the "Project") as summarized below:

The project will support the reuse of a 95,000 SF building located at 172 Andrews Avenue in Hot Springs. The building was constructed in 1953 and has been vacant for four months. Advanced BioGas Systems is a renewable energy manufacturing company specializing in landfill gas capture devices.

WHEREAS, the Rural Authority grants to the Governmental Unit an amount not to exceed **$100,000.00** for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistently with all applicable laws, rules, regulations, and requirements, and that the Governmental Unit shall not make or approve of any improper expenditure of Grant funds (including Loan funds). Administrative expenses of the Governmental Unit are not eligible for Grant funding and any such use of Grant funds will violate this Agreement and may result in repayment of any funds used for such purposes; and

WHEREAS, based on the terms, conditions, and representations in the LBC of this Agreement, the Rural Authority has approved a grant (the "Grant") to the Governmental Unit.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

SECTION 1. DEFINITIONS

1.1 "Agreement" means this Rural Economic Development Grant Agreement for Building Reuse between the Governmental Unit and the Department of Commerce, as amended, modified, revised, or supplemented from time to time and including the documents set forth in the Preamble and the Exhibits listed in Paragraph 6.16.

1.2 "Application" has the meaning set forth in the Preamble.

1.3 "Baseline Number" means the total number of full-time jobs in North Carolina that the Business reported having at the time of the Application for the Project. The Owner agrees that the Business shall be required to maintain in existence its Baseline Number of jobs for as long as it takes the Business to create and maintain its required number of New Jobs.

1.4 "Business" means the entity (or entities, as applicable) required to create and maintain certain full-time New Jobs to complete the Project.

1.5 "Commerce" means the North Carolina Department of Commerce.

1.6 "Effective Date" has the meaning set forth in the Preamble.

1.7 "Facility" means the Owner's real property, as described in the Application.

1.8 "General Assembly" means the North Carolina General Assembly.

1.9 "Governmental Unit" has the meaning set forth in the preamble.

1.10 "Grant" means the Rural Economic Development Grant for Building Reuse awarded to **Madison County** on **4/17/2025** by the Rural Infrastructure Authority and subject to the terms and conditions of this Agreement and the LBC (defined in 1.10 below).

1.11 "Grant Term" means the effective period of this Agreement beginning on ("Effective Date") and terminating on, unless terminated on an earlier date under the terms of this Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term agreed upon in writing by the Governmental Unit and Commerce.

1.12 "Guidelines" has the meaning set forth in the Preamble, is incorporated herein by reference, and is included as Exhibit B.

1.13 "Legally Binding Commitment ("LBC")" means the Rural Economic Development Loan Agreement and Legally Binding Commitment between the Governmental Unit and the Property Owner that outlines the terms and conditions of the Loan. The LBC is incorporated herein by reference and included as Exhibit C.

1.14 "Loan" means the funds given by the Governmental Unit to the Property Owner, which consists entirely of State grant funds, to fund the Project.

1.15 "New Job" means any job or jobs filled by employees hired for the Project on or after the Effective Date who work for at least thirty-five (35) hours per week, are eligible for all benefits generally available to all full-time employees of the Business, and whose wages are subject to withholding under Article 4A of Chapter 105 of the North Carolina General Statutes. Independent contractors, consultants, and seasonal and temporary employees are not to be included as New Jobs.

The New Jobs cannot be existing North Carolina positions or employees of the Company or any of its related members or affiliates that are transferred or shifted such that a previously existing North Carolina job, or a North Carolina job that was not previously part of the Project, is counted towards performance under this Agreement.

1.16 "North Carolina Rural Infrastructure Authority" has the meaning set forth in the preamble.

1.17 "Owner" means every individual or entity that has any ownership interest in the real property which is the subject of the Project.

1.18 "Project" has the meaning set forth in the preamble.

1.19 "Project Change" means any material alteration, addition, deletion, or expansion of the Project, including material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC ("Loan"), the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or the Business and any filing of bankruptcy by the Governmental Unit or the Owner.

1.20 "Property" means that certain real property located at **172 Andrews Ave S, Hot Springs, NC 28743.**

1.21 "State" means the State of North Carolina and any of its related agencies, commissions, or departments (including Commerce, the North Carolina State Auditor, the North Carolina Office of State Budget and Management, and the Joint Legislative Commission on Governmental Operations) and any of their authorized representatives.

SECTION 2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties by the Governmental Unit and the Owner

The Governmental Unit represents and warrants that the execution of this Agreement has been authorized by the necessary Governmental Unit and is not in violation of any law or statute, and:

a) To the knowledge of the Governmental Unit, no action or legal proceeding is threatened against or affecting it, the Owner, or the Business that may adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or the abilities of the Governmental Unit or the Owner to discharge their obligations under this Agreement. If it is subsequently found that such an action, suit, proceeding, or investigation did or could threaten or affect the development and/or completion of the Project, the Governmental Unit shall be liable to Commerce for repayment of the entire amount of the Grant, and this Agreement may be terminated by Commerce effective upon notice.

b) No approval is necessary, or if any approval is necessary, all such approvals have been obtained from any governmental authority as a condition to the execution of this Agreement by the Governmental Unit. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary approvals at the time of the execution of this Agreement.

c) The Governmental Unit is solvent.

d) A cash match grant, loan, or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. All Cash Match funds shall be used exclusively for the purpose of the Project, and there shall be no

improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner's expenditure of Loan funds.

e) Upon the Governmental Unit's reasonable inquiry into and receipt of supporting evidence from the Owner, both the Owner and any Business are authorized to do business under North Carolina law and are not delinquent on any federal, state, or local taxes, licenses, or fees, every Business is solvent, is financially capable of performing its LBC and Project responsibilities (including, without limitation for the Business, creating and maintaining the New Jobs and, if required, maintaining the Baseline Number of jobs), and is a going concern, If it is subsequently found that a Business was not solvent, was not financially capable of performing its LBC or Project responsibilities, was delinquent on its federal, state or local taxes, licenses or fees or, if applicable, was not a going concern or was not duly authorized to do business under North Carolina law, Commerce may require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement, and this Grant Agreement may be terminated by Commerce effective upon notice.

2.2 Changes in the Project or Other Conditions.

a) There shall be no Project Changes unless approved by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.

b) Notwithstanding the foregoing and wherever referred to in this Agreement, "cessation of business," "ceasing to do business" and "ceases to do business" shall not include (1) ceasing operations to maintain, service, or upgrade real or personal property of the Owner, (2) seasonal shutdowns of operations, as long as such cessation does not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure, as described in Paragraph 6.15 of the LBC), and (3) under the circumstances of and for the period of time described in Paragraph 6.15 of the LBC.

c) Additionally, the Governmental Unit shall notify Commerce immediately of any change in conditions or local law, or any other event which may significantly affect its ability to oversee, administer, or perform as required under this Agreement, the LBC, or the Project. In its sole discretion, Commerce may deem such a change in conditions, local law, or other event a Project Change.

SECTION 3. TERMS AND CONDITIONS OF AGREEMENT

3.1 Project Records.

a) The Governmental Unit shall maintain full, accurate, and verifiable financial records, supporting documents, and all other relevant information for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Agreement. Such records shall be separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.

b) The Governmental Unit shall retain all financial records, supporting documents, and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond the five-year period, until the audit is concluded and any and all audit findings have been resolved. Similarly, if any litigation or other action arising out of or related in any way to this Project is commenced before the end of such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.

3.2 Monitoring, Reports, and Auditing.

a) The Governmental Unit agrees to ensure compliance and provide assistance with monitoring and auditing requirements requested by the State, including following the Termination Date of this Agreement. Additionally, the Governmental Unit shall monitor all performance of Grant-supported activities, including activities performed by the Owner and any Business, to ensure that time schedules are being met, New Jobs are being created and maintained, and other performance goals are being achieved.

b) The Governmental Unit shall furnish Commerce with detailed written progress reports according to the time periods specified below, or as otherwise requested by Commerce.

Progress reports are due on January 15th and July 15th for each year of the Grant Term. The final report and job verification documentation are due at the time of project completion or no later than thirty (30) days after the Termination Date, whichever is sooner. The reporting schedule remains in effect for the duration of the Agreement, including any time extensions.

Failure to submit progress reports as required:

1. Will result in non-payment of payment requests;
2. Can result in the immediate termination of the Grant and the Agreement;
3. Can result in the demand for immediate repayment of any funds paid by Commerce under the Agreement; and
4. Will negatively impact the grantee's eligibility for future Commerce grants.

Such reports should describe the progress made by the Governmental Unit, the Owner, and any Business toward achieving the purpose(s) of the Project, including specifically the goals of New Job creation and maintenance. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval, in Commerce's sole discretion.

c) The Governmental Unit agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S § 159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of funding received by the Governmental Unit and are subject to change from time to time.

d) Within thirty (30) days after the Termination Date, the Governmental Unit shall submit a final report to Commerce describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Grant Term. In the final report, the Governmental Unit should describe the Project, how it was implemented, to what degree the established Project objectives were met and the difficulties encountered, the impact of the Project on the Governmental Unit's community, and its cost.

e) The Governmental Unit grants the State and any of its related agencies, commissions, or departments (including Commerce, the North Carolina State Auditor, the North Carolina Office of State Budget and Management, and the Joint Legislative Commission on Governmental Operations) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to this Agreement, the LBC, or the Project. The Governmental Unit shall ensure that the Owner and any Business provide the same access. In addition, the Governmental Unit agrees to comply at any time, including after the Termination Date, with any requests by the State (including the Rural Authority or Commerce) for other fiscal and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

SECTION 4. GRANT ADMINISTRATION

4.1 Availability of Funds.

a) The obligations of the Rural Authority and/or Commerce to pay any amounts under this Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant (and therefore the Loan) become unavailable, Commerce has the right to terminate this Agreement and/or the LBC by giving written notice to the Governmental Unit. The effective date of such termination will be in Commerce's sole discretion and will be included in the written notice of termination. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

4.2 Method of Payment.

a) After receipt of written requests for payment from the Governmental Unit certifying that the conditions for such payment under this Agreement have been met, as well as any other documentation that may be required by Commerce, Commerce shall pay the Grant funds to the Governmental Unit in accordance with the Payment Details as described below:

Eligible Expenditures:
Vacant Building Category: within the existing building footprint
Existing Business Building Category: within the existing building and/or additions
Rural Health Care Category: within the existing building, additions and/or new construction

b) Eligible costs under all funding categories include, but are not limited to materials and labor to install HVAC, electrical, plumbing, fire alarm/suppression systems, roofing, flooring, carpentry, drywall, paint, etc. This is not an exhaustive list; grantees should contact the Rural Economic Development Division for questions about whether a specific expense is eligible under the program.

c) The following costs are specifically prohibited under the program and may not be submitted for reimbursement or the matching funds requirement: building purchase, architectural costs, engineering costs, permit fees, surveys, legal fees, machinery and equipment, telephone hardware and software, computer hardware and software, furnishings, paving, fencing, kitchen equipment, and refrigeration equipment. This list is not exhaustive. Grantees should contact the Program Manager for the Rural Economic Development Division, listed in Section 6.10, for questions regarding the eligibility of a specific expense is eligible.

d) Any business in which any Project partner has an ownership or management interest may act as a contractor for the renovation project only if the business holds a valid North Carolina General Contractors license. Disclosure of and a copy of the business's license must have been included in the Application. Licensed contracting companies owned or operated by any Project partner that are used in the renovation project will be required to submit original invoices from the provider for all labor, materials, services, and subcontracted work, as well as proof that those invoices have been paid in full.

4.3 Reimbursement Requirements.

a) The Department of Commerce will reimburse fifty percent (50%) of eligible expenditures up to the total Grant amount upon receipt of the following:

1. A completed financial request form;
2. Evidence that the five percent (5%) local government match has been satisfied (included with the first payment request only);
3. Copies of eligible Project invoices in support of the requested amount;
4. Evidence that the invoices submitted for reimbursement have been paid-in-full. Such evidence may include copies of cleared checks, wire transfer or ACH receipts, and/or credit card receipts. Invoices paid in cash and those not paid in full will not be reimbursed; and
5. Satisfaction of reporting requirements according to Section 3.2(b).

b) Eligible expenditures may not be incurred prior to the Effective Date or subsequent to the Termination Date of the Agreement. Payments are subject to the availability of funds.

4.4 Obligation of Funds.

a) The Governmental Unit shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty (30) days.

SECTION 5. WAIVER

5.1 No Waiver by the State.

a) Failure of the State at any time to require performance of any term or provision of this Agreement or the LBC shall not affect the rights of the State to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions herein at a later date. No waiver by the State of any condition or the breach of any term, provision, or representation contained in this Agreement or the LBC, whether by conduct or otherwise, in any one or more instances, shall not operate as a

continuing waiver of any such condition or of a future breach of any other term, provision, or representation.

5.2 Waiver of Objections to Timeliness of Legal Action.

a) The Governmental Unit waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including the Rural Authority or Commerce) to enforce its rights under this Agreement. This waiver includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

SECTION 6. MISCELLANEOUS

6.1 Independent Status of the Governmental Unit.

a) The Governmental Unit is an entity independent from the Rural Authority and Commerce. This Agreement, the LBC, the Project, and any actions taken pursuant to this Agreement, the LBC, and the Project shall not create a partnership or joint venture with Commerce, the Rural Authority, the Governmental Unit, or any third party (including the Owner or any Business). This Agreement, the LBC, and the Project shall not be construed to make the Governmental Unit (including its employees, agents, members, or officials) or any third party (including the Owner or any Business) employees, agents, members, or officials of Commerce or the Rural Authority. Neither the Governmental Unit nor any third party (including the Owner or any Business) shall have the ability to bind Commerce or the Rural Authority to any agreement for payment of goods or services or represent to any person that they have such ability.

b) The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses, and all forms of compensation to employees. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes, or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement.

6.2 Termination.

a) If the Governmental Unit fails to fulfill its obligations in a timely or proper manner or violates any of the terms of this Agreement, if the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC, or if any Business fails to fulfill those requirements applicable to it in the LBC, Commerce has the right to terminate this Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the

Owner written notice of termination. The effective date of such termination will be in Commerce's sole discretion and will be included in the written notice from Commerce to the Governmental Unit. Upon such termination, Commerce shall have no responsibility to make additional payments under the Agreement, and the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

b) If a breach of any of the requirements, covenants, or agreements in this Agreement or the LBC occurs, or if there are any representations or warranties which are untrue as to a material fact in this Agreement or the LBC or in relation to the LBC or the Project (including the performance thereof), the Governmental Unit agrees that Commerce has the sole discretion to require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit already has received under this Agreement.

c) Other than as provided for in Paragraph 6.4(a) of the LBC, if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution, or insolvency proceeding prior to the Termination Date, it shall be the sole responsibility of the Governmental Unit to (i) notify Commerce immediately and (ii) pursue any claim for Grant funds owed the State by the Owner or Business, including in any legal proceeding, to obtain the maximum payment allowed by law. To the extent the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and obtain the maximum payment allowed by law, and without limitation, the Governmental Unit shall be liable to Commerce for all amounts that should have been awarded to the Governmental Unit in the proceeding had it taken the necessary action (notwithstanding whether such amounts would have actually been paid by the Owner or Business). Alternatively, if the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all legal costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

d) If the Governmental Unit fails to provide Commerce notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this Agreement. If such a material default occurs, Commerce may terminate this Agreement upon written notice to the Governmental Unit. The effective date of such termination will be in Commerce's sole discretion and will be included in Commerce's written notice to the Governmental Unit. Upon such termination, the Governmental Unit, the Owner, and any Business shall not expend any Grant or Loan funds without Commerce's express written authorization and shall return all unspent Grant or Loan funds to Commerce upon demand and if permissible under applicable bankruptcy, dissolution, or insolvency law.

6.3 Liabilities and Loss.

a) The Governmental Unit hereby agrees to release, indemnify, and hold harmless the State (including the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents, and attorneys (together, the "Indemnified Parties"), from any claims of third parties (including the Owner and the Business) arising out of any act or omission of the Governmental Unit or any third party (including the Owner and the Business) in connection with the performance of this Agreement, the LBC, or the Project, and for all losses arising from their implementation. The Governmental Unit hereby releases the Indemnified Parties from any and all liability or loss, cost, or expense, including reasonable attorneys' fees, fines, penalties, and civil judgments, resulting from any loss or damage to property, injury, or death of any person occurring in connection with the Project, whether arising out of acts, omissions, or negligence of the Governmental Unit or of any third party (including, without limitation, the Owner, and the Business, or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses resulting from any and all subcontractors, material men, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the Project.

6.4 Non-discrimination.

a) The Governmental Unit will not discriminate based on age, race, religion, color, sex, national origin, or disability related to the activities of this Agreement.

b) The Governmental Unit will ensure that the Business and the Owner will not discriminate based on age, race, religion, color, sex, national origin, or disability related to the activities of this Agreement.

6.5 Conflict of Interest.

a) The Governmental Unit shall adopt and keep on file, along with the executed copies of this Agreement, a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Agreement, the LBC, or the Project. Such policy, ordinance, or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers, or members of its governing body, from the Agreement, the LBC, or Project. Such policy, ordinance, or resolution also shall include actions to be taken by the Governmental Unit, the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the Effective Date, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant, LBC, or the Project. Throughout the Grant Term,

the Governmental Unit has the duty to inform Commerce promptly of any such conflict of interest or direct or indirect benefit of which it becomes aware.

6.6 Compliance with Laws.

a) The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of this Agreement, the LBC or the Project. This includes compliance with environmental laws and regulations.

b) The Business and the Owner shall obtain all required environmental permits necessary for the Project prior to requesting funds and shall maintain those permits for the duration of the Grant Agreement. Failure to obtain and maintain any required environmental permits may result in repayment of funds in Commerce's discretion.

6.7 Non-Assignability.

a) The Governmental Unit shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce; however, claims for money due to the Governmental Unit from Commerce under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

6.8 Personnel.

a) The Governmental Unit represents that it has, or will secure at its own expense, all personnel required to monitor, carry out, and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under State and local law to perform such services.

6.9 Other Agreements.

a) The Governmental Unit understands and consents that, if it is a party to a separate grant agreement or loan with the State, then full compliance with that separate grant agreement or loan and with this Agreement is required. Similarly, the Governmental Unit understands that if the Business is a party to a separate grant agreement or loan with the State, then the Business's full compliance with that separate grant agreement or loan and with this Agreement is required. Any default under the separate grant agreement or loan during the term of this Agreement, as it may be extended, may be the basis for Commerce to deny payment under this Agreement or request repayment of any funds previous paid in Commerce's sole discretion.

6.10 Notice.

a) All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Rural Authority or Commerce:

Attn: **Hazel Edmond**
Program Manager
North Carolina Department of Commerce
Rural Economic Development Division
301 North Wilmington Street
4346 Mail Service Center
Raleigh, North Carolina 27699-4346

If to the Governmental Unit:

Attn: **Mr Matthew Wechtel**
Chairman, Board of Commissioners
Madison County
PO Box 579
Marshall, NC 28753

6.11 Entire Agreement.

a) This Agreement supersedes all prior agreements between or among the Rural Authority and/or Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified, or altered, except pursuant to a writing signed by both Commerce and the Governmental Unit.

6.12 Execution.

a) This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Agreement which shall be sufficiently evidenced by one of such original counterparts.

6.13 Construction, Jurisdiction, and Venue.

a) This Agreement shall be governed by the laws of the State of North Carolina.

b) The Governmental Unit agrees and submits, solely for matters concerning this Agreement, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purposes, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this Agreement, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North

Carolina, where all matters, whether sounding in contract, tort, or otherwise, relating to its validity, construction, interpretation, and enforcement, shall be determined.

6.14 Severability.

a) Each provision of this Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect or impair any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

6.15 Acceptance.

a) If the Governmental Unit agrees to the Agreement terms as stated, the Governmental Unit will return the executed documents specified in the cover letter accompanying this Agreement. This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Governmental Unit.

b) As conditions of the Agreement:

1. The highest elected official of the Governmental Unit shall execute the Agreement in its exact form, unless Commerce approves a change to its terms in writing;

2. The Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver of Confidentiality ("Waiver") located in the Application. The Governmental Unit shall also ensure that any additional Business which becomes involved in the Project after the Agreement is finalized executes a Waiver upon its involvement; and

3. After execution, the Governmental Unit shall scan quality copies of all the above listed documents and deliver them via email to the attention of reireports@commerce.nc.gov.

c) As conditions of the Legally Binding Commitment (LBC):

1. The highest elected official of the Governmental Unit and a duly authorized representative of the Owner shall execute the LBC in its exact form, unless Commerce approves a change to its terms in writing. After execution, the Governmental Unit shall scan a quality copy of the LBC and deliver it via email to the attention of reireports@commerce.nc.gov.

2. The Governmental Unit shall provide Commerce with any information obtained pursuant to the LBC and allow Commerce to execute any rights of the Governmental Unit under the LBC, including the Governmental Unit's rights of

access, review, or monitoring and Commerce's rights as a third-party beneficiary thereunder.

3. The Governmental Unit shall exercise all of its rights and duties under the LBC in a prudent and timely manner to ensure the use of the Grant funds for the intended purposes and objectives and to preserve the rights of Commerce in this Agreement and the LBC.

4. The LBC specifies how many New Jobs the Business must create and maintain in the performance of the Project and, if the Business fails to do so, those Grant funds that the Owner must repay to the Governmental Unit for return to Commerce or else repay directly to Commerce, upon request and as directed. If such New Jobs are not created or maintained, then the Governmental Unit shall return to Commerce any Grant funds it has not already disbursed to the Owner, make a timely demand for repayment from the Owner, and, if such repayment is not forthcoming, initiate and fully litigate legal proceedings against the Owner to recover such repayment.

5. Without limitation, failure by the Governmental Unit to timely demand repayment from and, if necessary, initiate and fully litigate such legal proceedings against the Owner may affect the future consideration of the Governmental Unit for grant programs administered by Commerce. Further, and without limitation, if the Governmental Unit fails to timely initiate legal proceedings against the Owner for such repayment and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all litigation costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

6.16 Exhibits.

The following Exhibits are hereby incorporated by reference as though set forth in their entirety herein:

a) Exhibit A – Grant Application
b) Exhibit B – Program Guidelines
c) Exhibit C – Legally Binding Commitment
d) Exhibit D – Limited Waiver of Confidentiality

Signature page follows.

IN WITNESSETH WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Madison County

Signature: _____ [SEAL]

Printed Name: Mark Wechtel

Title: Chairman

Date: June 16, 2025

North Carolina Department of Commerce

Signature: _____ [SEAL]

Printed Name: Reginald L. Speight

Title: Assistant Secretary for Rural Economic Development

Date: 6/4/25

Application # _____
(For internal use only)

Vacant Building ☑ Existing Business Building ☐ Rural Health Care ☐ Rural Infrastructure ☐

Applicant Information

Local Government Name: Madison County County: Madison Tier #: 2

Mailing Address: 5707 US Hwy 25/70 City: Marshall State: NC Zip: 28753

Primary Telephone: 828-649-3766 Federal Tax ID #: _____

Website: https://www.madisoncountync.gov/

Chief Elected Official Name: Matthew Wechtel Title: Board of Commissioners Chair

Telephone: 828-974-1939 Email: mwechtel@madisoncountync.gov

Manager/Administrator Name: Rod Honeycutt Title: County Manager

Telephone: 828-275-6848 Email: rhoneycutt@madisoncountync.gov

Local Government Project Manager (If different than above):

Name: Brad J. Guth Title: Development Services Director

Telephone(s): 828.649.3766 Email: bguth@madisoncountync.gov

Grant Administrator Company Name (if applicable): N/A

Mailing Address: N/A City: N/A State: N/A Zip: N/A

Name: N/A Title: N/A

Telephone(s): N/A Federal Tax ID #: N/A

Website: N/A Email: N/A

Project Information

Project Title: Project GasOut **Grant Amount Requested ($):** $250,000

Number of Businesses to be Assisted: 1 Number of Jobs to be Created: 20

Project Description (provide a summary of the project below):

Advanced Bio Gas Systems (ABS), the OEM manufacturing affiliate of Landfill Group Holdings, LLC, is relocating its operations from Asheville, NC, to Hot Springs, NC. This move was prompted by Hurricane Helene, which caused irreparable damage to the Asheville facility. ABS plans to purchase and renovate the former Peerless Blowers facility at 172 Andrews Avenue South for $1.4 million, with close to $1.6 million allocated for renovations. The new facility will support manufacturing operations and include a training room for up to 10 students, focusing on renewable energy technologies and manufacturing disciplines. This project aligns with ABS's goals of resilience, growth, and workforce development.

Has any project participant ever benefitted from a grant with the Department of Commerce? Yes ☐ No ☑ If Yes, please explain ↴

N/A

Project Budget

List all expenses related to the project, the amount of each expense, and the corresponding funding source(s) in the table below. The table should include costs for acquisition, construction, infrastructure improvements, equipment, training, etc. The table should clearly show all planned expenditures and all funding sources for the project.

	Source Name:	Source Name:	Source Name:	Source Name:
Project Expense	**Amount**	**Amount**	**Amount**	**Amount**
Acquisition		$1,400,000		
Renovation				
Floor Refinishing	$380,000			
Interior Wall Paint	$44,384			
Ceiling Paint	$120,000			
Office Renovation	$900,000			
Bathroom Accessibility Upfit	$75,000			
	$1,589,384			
Sub Total ($)	$1,589,384	$1,400,000		

Total Construction Cost: ($) $1,589,384

Total Project Cost: ($) $2,989,384

Project Narrative

1. Provide a detailed description of the project company and the jobs to be created.

Advanced Biogas Systems, LLC (ABS) is a renewable energy manufacturing company specializing in landfill gas capture devices. ABS is relocating from Asheville, NC, to Hot Springs due to Hurricane Helene's destruction of its facility. The project will create 20 full-time jobs over five years, including positions such as welders, electricians, engineers, and plant managers. Average wages are $46,250 annually, exceeding Madison County's average wage. Health insurance will be provided with at least 50% of the premium covered.

2. Provide a listing of all the company's existing locations along with the number of current full-time and part-time jobs and whether any change in employment are planned for each location.

ABS currently operates in Asheville, NC, but no layoffs or workforce reductions have occurred in the past 12 months. The new Hot Springs facility will serve as the primary operational site.

3. Provide a detailed description of the construction/renovation project.

The project involves purchasing and renovating the vacant Peerless Blowers facility at 172 South Andrews Avenue, Hot Springs, NC. Renovations include accessible bathroom upgrades, office remodeling, floor refinishing, and wall and ceiling painting, totaling $1,589,384. A training room for up to 10 students will be added to support workforce development.

4. Provide description of the project property/building and its significance.

The property is a 70 year old vacant industrial building that ceased operations in November 2024. Its renovation will revitalize a key site in Madison County while enabling ABS to expand its renewable energy manufacturing operations. The project supports local economic growth through job creation and workforce training.

Property Owner Information

Property Owner Legal Name: ABS Madison Properties LLC

Property Owner Representative Name (First and Last): William P Brinker
(Authorized to sign loan documents for Building Reuse)

Property Owner Rep. Mailing Address: 10600 Nations Ford Road Suite 150 City: Charlotte State: NC Zip: 28273

Property Owner Rep. Phone: 704-844-8990 Email: William.Brinker@landfillgroup.com

Property Information

Property Address for Project: 172 Andrews Avenue South City: Hot Springs State: NC Zip: 28743

Year Building Was Constructed: 1953 Number of Months Building Vacant: 4 months Square Footage of Building: 95,000

Is the property listed on the National Register of Historic Places? ☐ Yes ☑ No

If you are unsure whether the property is listed on the National Register of Historic Places, you can check the address by accessing the following website: http://gis.ncdcr.gov/hpoweb/. If the property is listed, the provisions of NCGS 121-12(a) will be required.

Company Information

BUSINESS Name: Advanced Biogas Systems Federal ID Tax #: 45-5047553

Business Representative Name: Steve Allman NAICS Code: 325120

Business Mailing Address: 10600 Nations Ford Road Suite 150 City: Charlotte State: NC Zip: 28705

Business Representative Phone: 828-779-0239 Business Representative Email: steve.allman@landfillgroup.com

Check ONE box below for the Industry Type of the Business:

☐ Data & Call Services ☐ Healthcare ☑ Manufacturing ☐ Processing ☐ Warehouse/Distribution

☐ Professional ☐ Service ☐ Restaurant ☐ Retail ☐ Non-Profit

Is the proposed Business a startup? Yes ☐ No ☑ If no, how many years in business in NC? 13 years [2012]

Number of existing part-time employees in NC: N/A Will the business provide health benefits? Yes ☑ No ☐

Number of existing full-time employees in NC: 14 What % of health benefits are employer paid? 50 %

Number of new full-time jobs committed: 20 Average annual wage of the new jobs committed? 48,250

If more than one company will participate in the project, please copy this page and complete for each additional company.

Average Annual Wage Computation Work Sheet

Number of New Employees	Position Type	Gross Annual Wages
1	Plant Manager	$100,000
2	Sales Representative (1) and Service Technician (1)	$110,000 ($55,000x 2)
1	QA/QC Inspector	$55,000
1	Facility Maintenance Worker	$43,000
3	Pipe Welder	$111,000 ($37,000 x 3)
3	Structural Welder	$141,000 ($47,000 x 3)
3	Manufacturing Labor	$111,000 ($37,000 x 3)
1	Painter	$39,000
1	Electrician	$39,000
1	Shop Foreman	$54,000
2	Administrator	$94,000 ($47,000 x 2)
1	Engineer	$55,000
Total 20 (A)		

Total Annual Wages	$965,000	(B)
Divide Total Wages (B) by the Total Number of New Employees (A) for the **Average Annual Wage**	$48,250	(B/A)
Percent Employer-Paid Health Insurance	50%	%

Company Certifications

1 **Overdue Tax Debts**
Does the Company or the Related Member(s) currently have any overdue tax debts with any City, Town or County in, or with the State of North Carolina?
☐ Yes ☑ No

2 **Occupational Safety and Health Act Violations**
Does the Company, or the Related Member(s) have any citation under the Occupational Safety and Health Act that have become a final order within the past three years for willful serious violations or for failing to abate serious violations?
☐ Yes ☑ No

3 **Loan Defaults**
Is the Company, or the Related Member(s) currently in default on any loan or grant previously made by the State of North Carolina?
☐ Yes ☑ No

4 **Incentive History**
Has the Company, or Related Member(s) ever defaulted on an economic development grant or inventive or been sued by a grantor with respect to an economic development grant or incentive?
☐ Yes ☑ No

5 **Creditor Losses, Litigation, Government Investigations**
Has any member of management or any principal of the Company, or the Related Member(s) been involved in a financial reorganization, a bankruptcy, or other situation that led to losses by creditors or bond buyers, investor lawsuits, or government investigation alleging fraud or impropriety?
☐ Yes ☑ No

6 **Pending or Threatened Litigation**
Is the Company, or Related Member(s) subject to any claim, suit, action, proceeding, or government investigation that is pending or threatened that, individually or in the aggregate, would reasonably be expected to have a material adverse effect on the proposed grantee's finances or operations or the ability to conduct the proposed project, or that would reasonably be expected to impact the Rural Infrastructure Authority's decision to award a grant?
☐ Yes ☑ No

If you answered YES to any of the questions above, please provide a detailed description:

If more than one company will participate in the project, please copy this page and complete for each additional company.

Local Government Certifications

The attached statements and exhibits are hereby made part of this application, and the undersigned representative of the applicant certifies that the information in this application and the attached statements and exhibits are true, correct, and complete to the best of the signatory's knowledge and belief. The signatory further certifies:

1 as Authorized Representative, the signatory has been authorized to file this application by formal action of the governing body;
2 that the governing body or agrees that if a grant is awarded, the applicant will provide proper and timely submittal of all documentation requested by the Grantor Agency;
3 that the applicant has substantially complied with or will comply with all federal, state, and local laws, rules, regulations, and ordinances as applicable to this project;
4 that the applicant has analyzed the participating companies' financial and organizational strength regarding the ability to successfully meet the terms of the job creation and maintenance requirements, carry out the renovation project, as well as, the ability to meet the potential for repayment of loan funds; and
5 that the project is in accordance with the applicant's economic development plan and that the applicant has investigated any impact that the project may have on existing businesses within the applicant's jurisdiction.

Signature of Local Government Chief Elected Official

Matthew Wechtel — Typed Name

Board of Commissoners Chair — Typed Title

Date

William P Brinker

Signature of Property Owner Representative

William Brinker — Typed Name

Manager Member — Typed Title

04/03/2025

Date

William P Brinker

Signature of Company CEO/CFO/COO/President

William Brinker — Typed Name

Manager Member — Typed Title

04/03/2025

Date

Local Government Certifications

The attached statements and exhibits are hereby made part of this application, and the undersigned representative of the applicant certifies that the information in this application and the attached statements and exhibits are true, correct, and complete to the best of the signatory's knowledge and belief. The signatory further certifies:

1 as Authorized Representative, the signatory has been authorized to file this application by formal action of the governing body;
2 that the governing body or agrees that if a grant is awarded, the applicant will provide proper and timely submittal of all documentation requested by the Grantor Agency;
3 that the applicant has substantially complied with or will comply with all federal, state, and local laws, rules, regulations, and ordinances as applicable to this project;
4 that the applicant has analyzed the participating companies' financial and organizational strength regarding the ability to successfully meet the terms of the job creation and maintenance requirements, carry out the renovation project, as well as, the ability to meet the potential for repayment of loan funds; and
5 that the project is in accordance with the applicant's economic development plan and that the applicant has investigated any impact that the project may have on existing businesses within the applicant's jurisdiction.

Signature of Local Government Chief Elected Official

Matthew Wechtel — Typed Name

Board of Commissoners Chair — Typed Title

4-3-2025 — Date

Signature of Property Owner Representative

William Brinker — Typed Name

Manager Member — Typed Title

Date

Signature of Company CEO/CFO/COO/President

William Brinker — Typed Name

Manager Member — Typed Title

Date

The Rural Economic Development Division, as authorized under N.C.G.S. 143B-472.127, provides grants to local government units to support economic development activity that will lead to the creation of new, full-time jobs. The program gives priority to projects located in the 80 most distressed counties in the state; and resident companies as defined in N.C.G.S. 143B-472 (a) 4.

PROGRAM CATEGORIES

Rural Building Reuse—Three categories of funding are available for 1) the renovation of vacant buildings, 2) the renovation or expansion of a building occupied by an existing North Carolina company wishing to expand in their current location and 3) the renovation, expansion or construction of health care facilities that will lead to the direct creation of new, full-time jobs.

Rural Infrastructure—Funding is available for publicly-owned infrastructure including water, sewer, electric, broadband, rail, and road improvements that will lead to the direct creation of new, full-time jobs.

HOW TO APPLY

Funding Availability and Target Industry Projects

The potential funding available for each project will be assessed though analysis of the project and will be based upon the project's location, the quantity and quality of jobs committed, the overall economic impact of the project, and at the discretion of the Rural Infrastructure Authority.

Projects that meet all the criteria below may receive the highest priority consideration:

- Located in a Tier 1 or Tier 2 county,*
- Meet or exceed the county average annual wage,*
- Identified as a Target Industry (see table below),
- Offer at least 50% employer-paid health insurance
- Will create a significant number of new, full-time jobs

*Check County Tier Designations and County Average Private Sector Wages: County Tier Designation and County Average Wages

Target industries are identified in the table below. The first step in assisting target industry projects begins with the developers at the Economic Development Partnership of North Carolina (EDPNC). EDPNC Representatives will guide the local government and business through the initial information gathering phase of the project and EDPNC will refer the project to Commerce. Applicants may find more information about the EDPNC at www.edpnc.com.

Target Industries
Aerospace/Aviation/Defense
Automotive/Truck/Heavy Equipment
Agriculture/Forestry/Food
Biotech/Life Sciences
Business and Financial Services
Energy
Information Technology
Manufacturing (Chemical/Furniture/Metals/Plastics/Textiles)
Other Headquarters

Conference Call

The application process requires a pre-application conference call. For a target industry projects, the conference call will be conducted after the project's referral to Commerce is complete.

- To request a pre-application conference call, submit pages 6-10 of this application package along with at least two proposed dates/times for the call to the appropriate program manager.
- The local government, business owner, and property owner (Building Reuse) are required to be on the call. Other project partners may also participate.
- Once the conference call is complete, eligible applicants should submit the full application package—pages 6-10 of this including any revisions discussed in the pre-application conference call, along with the documents requested in Tabs 1-5 on pages 4-5 of this application package.

ELIGIBLE APPLICANTS

- **Rural Building Reuse**—Eligible applicants are units of local government located in Tier 1 or Tier 2 counties, and rural census tracts in Tier 3 counties. As authorized in N.C.G.S. 143B-472.127(a)(2), a rural census tract† is an area having a population density of less than 500 people per square mile in accordance with the most recent decennial federal census.
- **Rural Infrastructure**—Eligible applicants are units of local government with priority given to the Tier 1 and Tier 2 counties.

†Check census tracts at: Rural Census Tract Map

BUILDING REUSE ELIGIBLE PROJECTS AND EXPENSES

Vacant Building Category

- renovation of buildings that have been vacant for at least three months prior to application deadline
- initial upfit of a shell building is eligible if the building is at least 5 years old and has never been occupied
- only renovations within the existing footprint are eligible

Existing Business Building Category

- buildings occupied for at least 12 months by one of a business identified as a target industry (see table on page 1)
- jobs are required to meet the county wage standard and provide 50% paid health insurance
- renovation within the existing footprint and connected additions are eligible

Rural Health Category

- new construction, renovation, or expansion or of health care facilities
- NC licensure required for participating health care companies

Eligible Expenses – Building Reuse, All Categories

- improvements to real property, including, but not limited to: materials and labor to install HVAC, electrical, plumbing, fire alarm/suppression system, roofing, flooring, carpentry, drywall, paint, etc.
- a company owned or operated by any project partner may not be used as a contractor for the renovation project unless the company holds a valid NC General Contractors license. A copy of the company's NC General Contractor's license must be included in Tab 3 of the application materials

Ineligible Expenses – Building Reuse, All Categories

- the following are examples of prohibited expenses and may not be submitted for reimbursement or to meet the matching funds requirement: building purchase, design costs, engineering costs, permit fees, surveys, legal fees, machinery & equipment, cranes, security, telephone, and computer hardware and software, solar panels, signage, landscaping, silo and other ancillary structures, furnishings, paving, fencing, kitchen equipment, and refrigeration equipment. This list is not comprehensive and specific items of concern should be discussed with program staff.
- renovations for housing or government uses are not eligible

INFRASTRUCTURE ELIGIBLE PROJECTS AND EXPENSES

- construct public infrastructure improvements
- upgrade or repair of public drinking water or wastewater treatment plants
- upgrade, extensions, or repair of public water or sewer lines
- publicly owned natural gas lines (requires an executed Pipeline Construction, Operating and Resale Agreement)
- installation or extension of public broadband infrastructure
- construction of publicly owned access roads not funded or owned by the Department of Transportation
- construction of public rail spur improvements

Eligible Expenses – Infrastructure

- eligible expenses include planning, materials, labor, and administration to complete public infrastructure improvements

Ineligible Expenses – Infrastructure

- privately owned infrastructure improvements
- projects that address building construction
- land acquisition costs or fees with the exception those associated with public easements for the project

JOB CREATION REQUIREMENTS

- Applicants must show that the improvements will result in the creation of new, full-time jobs in the private sector within 18 months of the grant award. Part-time, Full-Time Equivalents (FTE) positions, or contract and consulting jobs are ineligible.
- Each position must be filled with one full-time employee. Full-time employment is defined as one person working at least 35 hours per week, whose wages are subject to withholding, and who is employed in a permanent position.
- Priority will be given to projects that offer higher salaries/wages and provide at least 50% employer-paid health benefits to employees.
- The company must pay North Carolina Unemployment Insurance on each employee for whom a job is committed.
- The company will be expected to maintain all existing full-time jobs in North Carolina reported at the time of application (baseline) plus create the new, full-time jobs committed.
- The baseline will be established using the most recently filed NCUI 101 Form filed with the NC Department of Commerce Division of Employment Security at the time of application submittal.
- To meet the terms of the grant the company must maintain the baseline number plus the new, full-time jobs concurrently for at least six consecutive months.
- All participating companies must agree to provide the local government and the Department of Commerce access to company employment records necessary to verify the creation of new jobs.

LOCAL GOVERNMENT REQUIREMENTS & LIABILITIES

- The local government will coordinate and oversee all aspects of the project, including the application process, contracting process, reporting requirements, payments, job verification, and loan repayment if required.
- The local government is required to analyze the participating company's financial and organizational strength regarding its ability to successfully meet the terms of the job creation and maintenance requirements, and the ability to meet the potential for repayment of loan funds.
- In the event the company defaults on the job commitment, the local government is required to repay the loan to Commerce irrespective of whether the funds are collected from the property/business owner.
- When the improvements are owned by the local government, state regulations regarding procurement, including N.C.G.S.14-234 are required.
- Local governments are subject to state audit and reporting requirements.

MATCH REQUIREMENTS

- A cash match equivalent to at least 5% of the grant amount is required for all projects.
- The cash match shall come from local resources and may not be derived from other State or federal grant funds.
- Costs that are ineligible for grant funding may not be considered for the match. The only exception is paid grant administration when paid to an organization separate from the applicant organization.
- In-kind match is not allowable.
- In addition to the 5% match described above, the building reuse program requires a dollar for dollar match up to the total grant amount.

REPAYMENT REQUIREMENTS

- If job creation goals are not met, a pro-rata share of funds for each job not created must be repaid to the Department of Commerce by the local government.
- For Building Reuse projects, the local government will secure the funds through a Legally Binding Commitment executed between the local government and the property owner.
- For Infrastructure projects, the local government will secure the funds through a Legally Binding Commitment executed between the local government and the company owner.
- Repayment forgiveness is offered upon the successful verification of the required job creation by the Department of Commerce.

APPLICATION CHECKLIST

Submit a complete application package including the application form and the documents listed within the checklist below. Please submit one complete pdf (pages 6-10 of this document and all materials required for Tabs 1-5) to reireports@commerce.nc.gov.

Tab 1

☐ **Application Form.** The form should be signed by local government chief elected official.

☐ **Local Government Resolution.** Submit a signed resolution adopted by the governing board in support of application submission to the Department of Commerce. The resolution must state the purpose of the project, indicate the local government's support for the project, and commitment to provide a cash match of at least 5% of the grant request amount toward the project.

Tab 2

☐ **Job Commitment Letters.** Submit a signed letter of job commitment from each company that will participate in the project.

The letter should include **(1)** the number of existing full-time and part-time employees (listed separately) at all company locations in North Carolina, and **(2)** the number of new, full-time jobs to be created by the company and maintained concurrently for six-consecutive months within two years of the grant award date. The letter must be printed on the company's letterhead and signed by the company's Chief Executive Officer, Chief Financial Officer or President.

☐ **Employer's Quarterly Tax and Wage Report—NCUI 101 Form(s).** Submit a copy of the of the *Employer's Quarterly Tax and Wage Report* (NCUI 101 form) for each company that will commit jobs to the project. The form must have been filed with the North Carolina Department of Commerce Division of Employment Security for the quarter ending closest to the application deadline. The entire Social Security Number for each person should be redacted (blacked out). The name and wages must remain readable. Any discrepancy in the number of employees listed on the NCUI 101 form(s) for the last month of the quarter and the number reported in the Job Commitment letter must be thoroughly explained in the narrative section of this application.

NOTE: If any company has more than one location in North Carolina, a NCUI-101 multi-site report or forms for each company location must be provided.

☐ **Business Financial Documents.** Submit a copy of the most recent three years of certified or CPA prepared financial statements that include Balance Sheet, Income Statement and Statement of Cash Flows for each non-start-up company participating in the project.

Tab 3 – *Building Reuse Projects Only*

☐ **Line Item Budget.** Submit a line item budget that lists the proposed renovation/construction expenses and the cost for each expense (example expenses include, but are not limited to: HVAC, electrical, plumbing, roofing, flooring, painting, etc.).

☐ **Cost Estimates.** Submit cost estimates for each expense identified in the line item budget. The estimates must be prepared by a contractor, sub-contractor or architect and provided on that company's letterhead. A company owned or operated by any project partner may not provide estimates or be used as a contractor for the renovation project unless the company holds a valid NC General Contractors license. A copy of the company's valid NC General Contractor's license must be included in this section of the application materials.

☐ **Site Control Documents.** Submit a copy of the property deed. Also, if the job creating company does not own the building, submit a copy of an executed lease agreement. If the property ownership will

change, provide a detailed explanation of the real estate transaction that will occur with the legal names of the seller and buyer and date that the sale will close. Once the transaction is complete, a copy of the new deed must be submitted. The project will not be placed under contract until all correct, complete site control documents are received

☐ Tab 3 – *Infrastructure Projects Only*

☐ **Preliminary Engineering Report (PER).** The PER should detail the proposed improvements and the current infrastructure that supports the proposed improvements. The PER should be sealed and dated and include an opinion of cost that is not more than six months old at the time of the application. The PER should include a map that shows the location of the business(es) as well as the location of the current infrastructure serving the project area and the proposed infrastructure improvements that will be supported through the project assistance.

☐ **Line Item Budget.** Submit a line item budget that lists the expenses associated with the proposed infrastructure improvements and the cost for each expense.

☐ **Proof of Funding Availability.** Submit a signed letter of funding availability from each source of funds committed for the project. The total of all funding commitment letters must meet or exceed the total project cost. If loan or other grant funds are pledged, a loan/grant commitment letter from each source of funds must be included.

Tab 4

☐ **Photographs.** Submit photographs representative of the proposed project. Include digital copies on a flash drive along with printed copies.

Tab 5 – *Start-Up Businesses Only*

☐ **Business Plan.** A complete and detailed Business Plan that includes three years of financial projections (including balance sheets, cash flow statements and income statements) along with a Source and Use of Funds statement, with detailed assumptions upon which the financial projections were built. The Business Plan must also include a marketing plan that details what the company plans to sell and how they will market the product or service. The Business Plan should also provide a thorough description of the management team and the members' background that support the success of the venture. A description of the company's competitors should be provided, with an explanation of how the company will garner its expected share of the market.

☐ **Capital Plan.** Details and evidence regarding the capital that has been or will be raised. This must include where the capital is currently on deposit and the total amount that is required to launch the business and sustain it in the early years. A letter from the depository holding the funds in escrow can serve as proof of the available capital.

- Evidence of initial capitalization (loans, private investor commitments), as well as the ability to meet working capital needs must be provided.
- A commitment letter from a bank for an operating line of credit needed to fund the "cash cycle" of the business and provide for unforeseen needs. In addition, the source of the funding for any machinery and equipment required for the project.

☐ **Articles of Incorporation.** For each start-up company submit a copy of the company's "Articles of Incorporation" filed with the NC Department of the Secretary of State.

☐ **Contracts with potential customers or letters of intent to buy from the company when it begins operations.**

☐ **Copies of the bylaws, shareholder agreement or operating agreement of the business.**

☐ **Copies of any certifications by regulatory bodies necessary to operate the business.**

☐ An understanding with the principal owners that they may be required to sign a personal guarantee of the performance of the grant and provide complete personal financial statements for each guarantor.

APPLICATION SUBMISSION

Applicants should submit pages 6-10 of this application package including any revisions discussed in the pre-application conference call, along with the documents requested in Tabs 1-5 on pages 4-5 of this application package. Full applications should be emailed by 5:00 p.m. on the selected full-application deadline. The full list of application deadlines can be found on the Commerce website at www.commerce.nc.gov/ruralgrants

E-Mail Application Materials:

reireports@commerce.nc.gov

Rural Engagement & Investment Programs Rural Economic Development Division North

Rural Economic Development
Legally Binding Commitment, Private Owner
BUILDING REUSE PROGRAM

EXHIBIT C
2025-034-3201-2587

Madison County (the "Governmental Unit") enters into this Loan Agreement and Legally Binding Commitment (the "LBC," including the "Loan") with **ABS Madison Properties, LLC, a North Carolina limited liability company** (the "Owner" and, together with the Governmental Unit, the "Parties"). The effective period of this LBC shall commence **4/17/2025** ("Effective Date") and shall terminate **4/17/2027** ("Termination Date") unless terminated on an earlier date under the terms of this LBC or unless extended for an express term in writing by the Governmental Unit (such period of time running from the Effective Date to the applicable Termination Date described above shall constitute the "LBC Term"); and

The North Carolina Rural Infrastructure Authority (the "Rural Authority") of the State of North Carolina (the "State") has awarded a grant (the "Grant") to the Governmental Unit, and the North Carolina Department of Commerce ("Commerce"), an agency of the State, will administer the Grant; and

The Grant is memorialized in an agreement (the "Agreement") between Commerce and the Governmental Unit, which is included as Exhibit A, and the Agreement includes this LBC; and

The Rural Authority awarded the Grant: (1) based on the Application filed by the Governmental Unit and any subsequent materials supporting the Application that have been approved of by Commerce in writing, all of which are incorporated into the Agreement by reference; (2) based on the representation in the Application that the Owner owns certain real property located at:

172 Andrews Ave S
Hot Springs, NC 28743

in **Madison** County, North Carolina (the "Property"); (3) based on Commerce's Grant requirements and guidelines, which are incorporated herein and may be amended, modified or supplemented and applied accordingly to the Agreement and this LBC by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations and/or construction work at the Property (altogether, the "Project," as summarized in the Agreement); and

The Governmental Unit and the Owner are required to enter into this LBC as a condition of the Governmental Unit loaning the Grant funds to the Owner.

In consideration of the mutual promises and such other valuable consideration set out herein, the Parties mutually agree to the following terms and conditions:

SECTION 1. OBLIGATIONS

1.1 Loan.

a) The Governmental Unit loans to the Owner the sum of **100,000.00** (the "Loan"), which consists entirely of State Grant funds, to fund the Project. The Agreement refers to the entity (or entities, as applicable) required to create and maintain certain New Jobs, as defined in Paragraph 1.2 of this LBC, to complete the Project under this LBC as the "Business," the "Employer" and the "Business" (collectively, the "Business"). The Owner acknowledges that the Owner must repay the Loan in accordance with the terms of this LBC if the Business does not create and maintain the new jobs required by Paragraph 1.2 below.

1.2 New Job Creation, Maintenance of New Jobs and Baseline Number of Jobs.

a) A "New Job" means any job or jobs filled by employees hired for the Project on or after the Effective Date who work for at least thirty-five (35) hours per week, are eligible for all benefits generally available to all full-time employees of the Business, and whose wages are subject to withholding under Article 4A of Chapter 105 of the North Carolina General Statutes, and shall be over and above the **11** full-time jobs in North Carolina that the Business reported having at the time of the Application for the Project (the "Baseline Number"). The Owner agrees that the Business shall be required to create and maintain in existence for six (6) consecutive months **14** New Jobs prior to the Termination Date, unless this term is extended pursuant to Subsection 1.10 of the Agreement. Separate from these New Jobs, the Owner agrees that the Business shall be required to maintain in existence its Baseline Number of jobs for as long as it takes the Business to create and maintain its required number of New Jobs.

1.3 Verification of New Jobs.

a) When the New Jobs required by Subsection 1.2 of this LBC have been created and maintained for six (6) consecutive months, the Owner shall notify the Governmental Unit so that it and/or Commerce can verify the creation and maintenance of New Jobs, as well as the maintenance of the Baseline Number of jobs and the satisfaction of all other conditions and terms of this LBC and the Project. The Owner shall cause any Business to provide to the Governmental Unit and Commerce, or their respective designees, full and complete access to all records of the Business necessary to verify the number and types of jobs created and maintained, the wages paid to employees, and the satisfaction of all other conditions and terms of this LBC and the Project. Additionally, the Business must certify its performance by submitting a certification form at closeout (the Job Certification Form can be accessed at www.commerce.nc.gov/ruralgrants. Failure of any Business to provide access to records upon request, or failure to certify to its performance, shall constitute a material default by the Owner under the terms of this LBC and, in the sole discretion

of the Governmental Unit and/or Commerce, may subject the Owner to repayment in an amount calculated under Paragraph 1.4(b)(i) below.

1.4 Repayment Requirements and Remedies

a) The repayment requirements and remedies addressed in this Subsection 1.4 are in addition to those repayment requirements and other remedies set forth elsewhere in this LBC, including the requirements to repay unspent Loan funds. No remedy conferred or reserved by or to the State or the Governmental Unit is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this LBC or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

b) The Owner acknowledges that the Grant by the Rural Authority and the Loan by the Governmental Unit are predicated upon the creation and maintenance of the New Jobs and maintenance of the Baseline Number of jobs required by Paragraph 1.2 and that failure to create and/or maintain them will constitute a material default of this LBC.

1. If the Business fails to create and maintain such New Jobs, then the Owner shall repay to the Governmental Unit or Commerce, as directed, an amount equal to the product of (i) **$7,142.86** (the amount of Loan funds granted by Commerce to the Governmental Unit divided by the number of New Jobs required to be created in Paragraph 1.2) and (ii) (the number of New Jobs required to be created in Paragraph 1.2, minus the number of New Jobs actually created, above the Baseline Number reported, that have been in existence for six (6) consecutive months).

2. Additionally, in the event that the Business fails to maintain its Baseline Number of jobs as required under Paragraph 1.2, the Business shall lose credit for any qualifying New Jobs under this LBC by the same number of jobs that the Baseline Number is short. For example, if the Baseline Number of jobs falls short by three (3) jobs as of the date the Business has created and maintained all required New Jobs, the number of New Jobs deemed created and maintained shall be reduced by three (3). The amount the Business must repay shall then be calculated in accordance with Paragraph 1.4 (b)(i). Any modification to the amount calculated for repayment in accordance with Paragraph 1.4 (b)(i) must be approved by Commerce in writing.

3. Either Commerce or the Governmental Unit shall notify the Owner in writing of the amount to be repaid and direct the Owner whether to repay such amount to the Governmental Unit for return to Commerce or repay the amount directly to Commerce. All such amounts shall be due immediately upon demand by the Governmental Unit or Commerce. Upon default in such payment, the

Governmental Unit or Commerce may employ an attorney to enforce their respective rights and remedies, and the Owner hereby agrees to pay the legal costs and reasonable attorneys' fees of the Governmental Unit and Commerce plus all other reasonable expenses incurred by such party in exercising any of its rights and remedies upon such defaults.

c) If there is a breach of any of the requirements, covenants, or agreements in this LBC (including, without limitation, a failure to repay the amount required under Paragraph 1.4(b)(i) within the time required), or if there are any representations or warranties which are untrue as to a material fact in this LBC or in relation to the LBC or the Project (including the performance thereof), the Owner agrees that the Governmental Unit or Commerce may require repayment from the Owner of an amount of Loan funds to be determined in their sole discretion but not to exceed the amount of Loan funds the Owner has already received under this LBC. Such requirements, covenants, or agreements include but are not limited to Paragraphs 1.1, 1.2, 1.5, 2.2, 5.3 and 5.4 of this LBC.

1.5 Changes in the Project or Other Conditions.

a) A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the LBC, the required number of New Jobs, the Baseline Number of jobs, the preliminary engineering report, any cessation of business by the Business and any filing of bankruptcy by the Business. There shall be no Project Changes, unless expressly approved of by Commerce and the Governmental Unit in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.

b) Additionally, the Owner shall immediately notify the Governmental Unit of any change in conditions or local law, or any other event, which may significantly affect the ability of it or any Business to perform the LBC or the Project. In their sole discretion, the Governmental Unit or Commerce may deem such a change in conditions, local law, or other event to constitute a Project Change.

SECTION 2. REPRESENTATIONS AND WARRANTIES

2.1 Loan Funds. The Owner hereby represents and warrants that all Loan funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of any improper expenditures of Loan funds. The improper expenditure of Loan funds may result in repayment of those funds by the Owner to the Governmental Unit or Commerce.

2.2 Owner Representations and Warranties. The Owner hereby represents and warrants that:

a) The Owner and every Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state, or local taxes, licenses, or fees.

b) This LBC has been entered into and executed on behalf of the Owner by an individual with full actual and apparent authority to bind the Owner to the terms, and the execution and delivery of this LBC have been authorized by all necessary action, and are not in contravention of law nor in contravention of any certificate of authority, bylaws or other applicable organizational documents of the Owner, nor are they in contravention of the provisions of any indenture, agreement, or undertaking to which the Owner is a party or by which it is bound.

c) To the Owner's knowledge, there is no action, suit, proceeding, or investigation at law or in equity before any court, public board or body pending, or threatened against or affecting the Owner that could or might adversely affect the Project, the creation of the New Jobs, or any of the transactions contemplated by this LBC, or the validity or enforceability of this LBC or the Owner's ability to discharge its obligations under this LBC.

d) Upon the Owner's reasonable inquiry of any Business, there is no action, suit, proceeding, or investigation at law or in equity before any court, public board, or body pending, threatened against, or affecting any Business that could or might adversely affect the Project, the creation of the Jobs, or any of the transactions contemplated by this LBC, or the validity or enforceability of this LBC, or the ability of any Business to create the Jobs specified herein.

e) No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this LBC by the Owner or the performance of any of its obligations hereunder, or else all such requisite governmental consents or approvals have been obtained. The Owner shall provide the Governmental Unit or Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this LBC.

f) The Owner is solvent and has inquired of and received reasonable evidence from any Business of the solvency of that Business.

g) A cash match grant, loan, or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have been derived, either directly or indirectly, from any other State or federal source. The Owner hereby represents and warrants that all Cash Match funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of improper expenditures of Cash Match funds. The Owner shall expend all Cash Match funds prior to or simultaneously with and at the same rate as its expenditure of Loan funds.

SECTION 3. TERMS AND CONDITIONS OF AGREEMENT

3.1 Project Records.

a) The Owner shall maintain and cause any Business to maintain full, accurate, and verifiable financial records, supporting documents, and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this LBC separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.

b) The Owner shall retain and cause any Business to retain all financial records, supporting documents, and all other pertinent records related to this LBC, the Loan, and the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.

3.2 Monitoring, Reports and Auditing.

a) The Owner agrees to generate and to cause any Business to generate such reports regarding the LBC or the Project as may be requested by the Governmental Unit or the State in such form as they may request, including after the Termination Date. The Owner grants and shall cause any Business to grant the Governmental Unit or the State and any of its authorized representatives, at all reasonable times and as often as necessary (including after the end of the LBC Term), access to and the right to inspect, copy, monitor and examine all of the books, papers, records and other documents relating to the LBC or the Project. Additionally, the Owner agrees to comply and to cause any Business to comply at any time, including after the end of the LBC Term, with any requests by the State for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

3.3 Termination.

a) If the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC, or if any Business fails to fulfill those requirements applicable to it in the LBC, the Owner agrees that the Governmental Unit or Commerce has the right to terminate the LBC by giving the Owner written notice to the Owner. The effective date of such termination will be in Commerce's or the Governmental Unit's sole discretion and will be included in the written notice of termination. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments under this LBC or the Agreement. Further, upon such termination, the Owner shall not expend

any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.

b) If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under its Grant Agreement with Commerce, the Owner agrees that Commerce has the right to terminate its Grant Agreement with the Governmental Unit and/or terminate this LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice. Notice of such termination will specify the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments under this LBC or the Agreement. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.

3.4 Availability of Funds.

a) The obligations of the State (including the Rural Authority and/or Commerce) to pay any Grant funds to the Governmental Unit and for the Governmental Unit to pay any Loan amounts to the Owner under this LBC are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant and therefore the Loan become unavailable, the Owner agrees that either Commerce or the Governmental Unit has the right to terminate this LBC by giving written notice to the Owner. The effective date of such termination will be in Commerce's or the Governmental Unit's sole discretion and will be included in the written notice of termination. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments under the LBC or the Agreement. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed.

SECTION 4. WAIVER

4.1 No Waiver by Governmental Unit or the State.

a) Failure of the Governmental Unit or the State (including the Rural Authority and Commerce) at any time to require performance of any term or provision of this LBC shall in no manner affect the rights of the Governmental Unit or the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Governmental Unit or the State of any condition or the breach of any term, provision, or representation contained in this LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision, or representation.

4.2 Waiver of Objections to Timeliness of Legal Action.

a) The Owner knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the Governmental Unit or the State (including Commerce) to enforce their rights under this LBC. This waiver includes any objections the Owner may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

SECTION 5. MISCELLANEOUS PROVISIONS

5.1 Third-Party Beneficiary. The Parties agree that the State (including Commerce and the Rural Authority) is an intended third-party beneficiary of this LBC (including the Loan) and may, at its option, enforce the terms of this LBC or appear as a party in any litigation concerning the LBC.

5.2 Independent Status of the Parties.

a) The State and the Governmental Unit are independent entities from one another and from the Owner and any third party (including any Business). The Agreement, the LBC, the Project, and any actions taken pursuant to the Agreement, the LBC, and the Project shall not be deemed to create a partnership or joint venture between the State and the Governmental Unit or between or among either of them and the Owner or any third party (including, without limitation, any Business) nor shall they be construed to make any employees, agents, or members of the Owner or any third party (including any Business) into employees, agents, members, or officials of the Governmental Unit or the State. Neither the Owner nor any third party (including any Business) shall have the ability to bind the Governmental Unit or the State to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Governmental Unit have the ability to bind the State to any agreement for payment of goods or services or represent to any person that it has such ability.

b) The Owner and any third party (including any Business) shall be responsible for payment of all their expenses, including rent, office expenses, and all forms of compensation to their employees, including worker's compensation insurance to the extent required for their operations, and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes, or payroll deductions required by law in connection with their operations, for themselves and their employees who are performing work pursuant to this LBC or the Project.

5.3 Liabilities and Loss.

a) The Owner hereby agrees to release, indemnify, and hold harmless the Governmental Unit and the State (including the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents, and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties (including, without limitation, any Business) arising out of any act or omission of the Owner or any third party (including, without limitation, any Business) in connection with the performance of this LBC or the Project, and for all losses arising from implementation of this LBC or the Project. Without limiting the foregoing, the Owner hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost, or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property, or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment, or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions, or negligence of the Owner or of any third party (including, without limitation, any Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the Project.

5.4 Cessation, Bankruptcy, Dissolution, or Insolvency.

a) The Owner shall at all times preserve its legal existence, except that it may merge or consolidate with or into or sell all or substantially all of its assets to any entity that expressly undertakes, assumes for itself, and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in this LBC. If the Owner so merges, consolidates, or sells its assets without such an undertaking being provided, it agrees to repay to the Governmental Unit or Commerce, upon request and as directed, all Loan funds. Further, any merger, consolidation, or sale without such an undertaking shall constitute a material default under this LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under this LBC.

b) Other than as provided for in Paragraph 5.4(a), if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution, or insolvency proceeding prior to the end of the LBC Term, the Owner shall give the Governmental Unit immediate notice of the event, shall not expend any Loan funds without the express written authorization of the Governmental Unit, and shall return all unspent

Loan funds to the Governmental Unit or Commerce, upon demand and as directed and if permissible under applicable bankruptcy, dissolution, or insolvency law.

c) If the Owner fails to provide the Governmental Unit notice of the Owner or any business ceasing to do business or becoming the subject of any bankruptcy, dissolution, or insolvency proceeding prior to the end of the LBC Term, it shall constitute a material default under this LBC. If there is such a cessation or such a proceeding, the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner. Upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce upon demand and as directed and if permissible under applicable bankruptcy, dissolution, or insolvency law.

d) Notwithstanding the foregoing and wherever referred to in this LBC, "ceases to do business" shall not include (1) ceasing operations to maintain, service, or upgrade real or personal property of the Owner; (2) seasonal shutdowns of operations, as long as such cessation does not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure, as described below); and (3) under the circumstances for the period of time described in Subsection 5.16 below.

5.5 Nondiscrimination.

a) The Owner agrees that it will not, and will ensure that the Business will not, discriminate by reason of age, race, religion, color, sex, national origin, or disability related to the activities of this LBC or the Project.

5.6 Compliance with Laws.

a) The Owner shall at all times, and shall cause any Business at all times to, observe and comply with all laws, regulations, codes, rules, ordinances, and other requirements (together, "Laws") of the state, federal, and local governments which may in any manner affect the performance of the LBC or the Project. This includes compliance with all applicable federal, state, and local environmental laws and regulations.

b) The Business and the Owner shall obtain all required environmental permits necessary for the Project prior to requesting funds and shall maintain those permits for the duration of the LBC Term. Failure to obtain and maintain any required environmental permits may result in repayment of funds in Commerce's or the Governmental Unit's sole discretion.

5.7 Non-Assignability.

a) The Owner shall not assign or transfer any interest in the LBC without the prior written consent of the Governmental Unit and Commerce; however, claims for money

due to the Owner from the Governmental Unit under this LBC may be assigned to any commercial bank or other financial institution without such approval.

5.8 Personnel.

a) The Owner represents that it and any Business have, or will secure at their own expense, all personnel required to monitor, carry out, and perform the scope of services of this LBC and the Project. Such employees shall not be employees of the State (including the Rural Authority or Commerce) or the Governmental Unit. Such personnel shall be fully qualified and shall be authorized under State and local law to perform such services.

5.9 Other Agreements.

a) The Owner warrants that, if it is a party to a separate grant agreement or a loan with the State, then it shall remain in full compliance with that separate grant agreement or loan and with this Agreement. Any default under the separate grant agreement or loan during the term of this Agreement, as it may be extended, may be the basis for Commerce to deny payment under this Agreement or request repayment of any funds previous paid in the discretion of Commerce.

5.10 Notice.

a) Unless Commerce approves an alternate method of delivery, notices, reports, and certifications under this Agreement shall be sent by certified mail, return receipt requested; hand delivery; or by overnight courier; or email, or other method approved by the Parties, as follows, unless the relevant Party provides prior written notice of a change in the following contact information:

If to the Governmental Unit: Attn: _____

_____

_____

_____

_____

To the Owner: Attn: _____

_____

_____

_____

_____

or addressed to such other address or to the attention of such other individual as either party above shall specify in a notice pursuant to this subsection.

5.11 Entire Agreement.

a) This LBC supersedes all prior agreements between the Governmental Unit and the Owner with regard to the Loan and the Project and expresses their entire understanding with respect to the transactions contemplated herein and shall not be amended, modified, or altered, except pursuant to a writing signed by both Parties.

5.12 Execution.

a) This LBC may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same LBC, which shall be sufficiently evidenced by one of such original counterparts.

5.13 Construction, Jurisdiction, and Venue.

a) This LBC shall be construed and governed by the laws of the State of North Carolina.

b) The Parties agree and submit, solely for matters concerning this Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purposes, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this LBC, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract, tort, or otherwise, relating to its validity, construction, interpretation, and enforcement, shall be determined.

5.14 Severability.

a) Each provision of this LBC is intended to be severable and, if any provision of this LBC is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect or impair any other provision of this LBC, but this LBC shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

5.15 Force Majeure.

a) If (a) during the LBC Term, the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events; (b) such damage or destruction was not principally caused by the Owner's negligence, willful misconduct, or violation of applicable law; (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly; and (d) as a direct result of such damage or destruction, the Owner cannot satisfy the requirements and obligations of Sections 1 of this Agreement as and when this Agreement requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 1 of this Agreement, provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty-day period to allow the Owner additional time to satisfy those requirements.

IN WITNESS WHEREOF, the parties hereto have executed this LBC as of the date first above written.

Governmental Unit Name: Madison County

Signature: _____ [SEAL]

Printed Name: Matt Wechtl

Title: Chairman

Owner Name: _____

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Madison County Commissioners Meeting

Public Comment

June 16, 2025
7:00pm

North Carolina Cooperative Extension-Madison County Center

3 Minute Time Limit

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

	Name	Signature
1.	~~Judy Major~~	Judith Major
2.	Jim Baker	Jim Baker
3.	Jan Lounsbury	Jan Lounsbury
4.	Shannon Dowler, ND	
5.	Elizabeth Pantzer DVM	Elizabeth C Pantzer
6.	Jennie Barnhardt ND	
7.	Sherry Perry	Sherry Perry
8.	Aimee Pearson MSN	
9.	Cindy Davidson	Cindy Davidson
10.	~~Larry Burda~~ Tricia Shapiro	TS.
11.	Suzanne Sheldon DVM	
12.	~~[illegible]~~	
13.	CATHERINE HUBBARD	
14.	Tim Agnew	Bob Gessner
15.	Amy. RUBIN	
16.	Cassie Pfleger	
17.	~~Grethe Hill~~	
18.	Breanna Nelson	
19.	JOANA MATTSON	
20.	ADAM BENNETT, DVM	
18	20. JUDY MAJOR	
19	LARRY BURDA	

Madison County Commissioners Meeting

Public Comment

June 16, 2025
7:00pm

North Carolina Cooperative Extension-Madison County Center

3 Minute Time Limit

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

	Name	Signature
~~20.~~	Mary Sayils Kelly PHD	
~~20~~	~~Robert Kelly~~	
3.	Bobby Somerville	
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