

Macon County



MACON COUNTY BOARD OF COMMISSIONERS SEPTEMBER 8, 2020 AGENDA

1. Call to order and welcome by Chairman Tate
2. Announcements
3. Moment of Silence
4. Pledge of Allegiance
5. Public Hearing(s) – **None**
6. Public Comment Period
7. Additions to agenda
8. Adjustments to and approval of the agenda
9. Reports/Presentations
 - (A) NC Green Power Grant/Mountain View Intermediate School – Jennifer Love, Macon County Schools STEM Coordinator
 - (B) Update on services offered through the Crawford Senior Center – Patrick Betancourt, Director, Department of Social Services and Jennifer Hollifield, Administrative Officer II at Senior Services
 - (C) Teem Hollow Update – Chester Jones, County Attorney
10. Old Business
 - (A) Offer to purchase property located at 11099 Buck Creek Road in Highlands, NC – Chester Jones, County Attorney
11. New Business
 - (A) Proposed revisions to Telecommunication Tower Ordinance – Chester Jones, County Attorney and Joe Allen, Planning, Permitting and Development
 - (B) Alternative Jury Site – Chester Jones, County Attorney

- (C) Discussion regarding National Guard Armory being used as a virtual learning site for Macon County Schools – Commissioner Shields

12. Consent Agenda – Attachment #12

All items below are considered routine and will be enacted by one motion. No separate discussion will be held except on request of a member of the Board of Commissioners.

(A) Minutes (tabled)

(B) Budget Amendments #56-63

(C) Tax Releases in the amount of \$11,375.19 for August 2020

(D) Revised Non-Emergency Transportation Services Contract with Mountain Area Transport and Security (includes not to exceed amount)

(E) Monthly ad valorem tax collection report – no action necessary

13. Appointments

(A) Board of Health – multiple seats

14. Closed session

15. Adjourn/Recess

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – REPORTS/PRESENTATIONS

MEETING DATE: SEPTEMBER 8, 2020

9A. Jennifer Love, the STEM (Science, Technology, Engineering and Mathematics) Coordinator for Macon County Schools, will present information regarding a North Carolina GreenPower grant that could be used for a potential solar education project at Mountain View Intermediate School.

9B. Patrick Betancourt, the Director of the Department of Social Services, and Jennifer Hollifield, the Administrative Officer II for Senior Services, will present an update on the services offered through the Crawford Senior Center during the COVID-19 pandemic. A statistical comparison between 2019 and 2020 regarding the number of congregate/drive through meals as well as the number of home delivered meals is included in this packet.

9C. Tommy Jenkins, the county's Economic Development Director, and Mr. Roland will update the board on the county's broadband Request for Proposal (RFP) process.

9D. Mr. Jones will provide the board with an update on the situation in Teem Hollow stemming from public comments made at the board's August regular meeting.

Congregate/Drive Thru Meals

Month	2019	2020	Change
January	864	1,042	+178 (20.60%)
February	831	974	+143 (17.21%)
March	944	1,072 *COVID-19	+128 (13.56%)
April	884	1,604	+720 (81.45%)
May	937	3,155* weekend	+2,218 (236.71%)
June	881	3,180	+2,299 (260.95%)
July	957	3,942	+2,985 (311.91%)
August	1,019	3,527	+2,508 (246.12%)
Total	7,317	18,496	+11,179 (152.78%)

Home Delivered Meals

Month	2019	2020	Change
January	1,384	1,589	+205 (14.81%)
February	1,351	1,460	+109 (8.075%)
March	1,532* BCBS start	1,631* COVID-19	+99 (6.461%)
April	1,594	1,511	-83 (-5.20%)
May	1,626	2,094 *weekend	+468 (28.78%)
June	1,503	2,043	+540 (35.93%)
July	1,600	2,118	+518 (32.38%)
August	1,582	1,799	+217 (13.72%)
Total	12,172	14,245	+2,073 (17.03%)

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – OLD BUSINESS

MEETING DATE: September 8, 2020

10A. Included in this packet is a copy of an “Agreement for Purchase and Sale of Real Property” prepared by Mr. Jones for property located at 11099 Buck Creek Road in Highlands. Mr. Jones can provide additional details at the meeting.

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

CERTIFICATE OF FINANCE OFFICER:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

This the ____ day of _____, 2020.

Macon County Finance Officer

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between Macon County, a North Carolina County and Body Politic ("Buyer"), and the Estate of Ernestine Z. Reed, c/o Joseph M. Collins, Collins & Hensley, P.A., 217 Iotla Street, Franklin, NC 28734("Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Property"**: (Address): 11099 Buck Creek Road, Highlands, North Carolina. Being all of the same lands, privileges, easements and appurtenances described in the Deed dated September 22, 1962, from Lyman Zachary and wife, Dora Zachary to Eldon W. Reed and wife, Ernestine Z. Reed, recorded in Book W-6, at Page 262, in the Office of the Register of Deeds for Macon County, North Carolina.

If this box is checked, "Property" shall include that personal property described on **Exhibit A** attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is 7541624853; and, (ii) all of the Property, consisting of is described in Deed Book W-6, at, Page No.: 262, Macon County, North Carolina.)

together with all buildings and improvements thereon including the Mobile Home presently situated upon the same and all fixtures and appurtenances thereto.

\$78,300.00 (b) **"Purchase Price"** shall mean the sum of Sixty Thousand Dollars, *payable on the following terms:*

\$ 500.00 (i) **"Earnest Money"** shall mean Five Hundred Dollars or terms as follows: N/A

Upon this Agreement becoming a Contract in accordance with Section 14, the Earnest Money shall be promptly deposited in Escrow with the Trust Account of Collins and Hensley, P.A., to be applied as part of the purchase of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.

ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)

ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is N/A)

□ ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$ N/A

(ii) **Proceeds of a new loan** in the amount of N/A Dollars for a term of N/A years, with an amortization period not to exceed N/A years, at an interest rate not to exceed N/A% per annum with mortgage loan discount points not to exceed N/A% of the loan amount, or such other terms as may be set forth on **Exhibit B**. Buyer shall pay all costs associated with any such loan.

\$ N/A

(iii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of N/A Dollars being payable over a term of N/A years, with an amortization period of N/A years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of N/A percent (N/A%) per annum in the amount of \$N/A, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. **(NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)**

\$ N/A

(iv) **Assumption** of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of \$N/A and evidenced by a note bearing interest at the rate of N/A percent (N/A%) per annum, and a current payment amount of \$N/A. The obligations of Buyer under this Agreement are conditioned upon Buyer being able to assume the existing loan described above. If such assumption requires the lender's approval, Buyer agrees to use its best efforts to secure such approval and to advise Seller immediately upon receipt of the lender's decision. Approval must be granted on or before N/A. On or before this date, Buyer has the right to terminate this Agreement for failure to be able to assume the loan described above by delivering to Seller written notice of termination by the above date, **time being of the essence**. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Unless provided otherwise in Section 3 hereof, Buyer shall pay all fees and costs associated with any such assumption, including any assumption fee charged by the lender. At or before Closing, Seller shall assign to Buyer all interest of Seller in any current reserves or escrows held by the lender, any property management company and/or Seller, including but not limited to any tenant improvement reserves, leasing commission reserves, security deposits and operating or capital reserves for which Seller shall be credited said amounts at Closing.

\$77,800.00

(v) **Cash, balance of Purchase Price**, at Closing in the amount of Seventy Seven Thousand, Eight Hundred Dollars.

(c) **"Closing"** shall mean the date and time of recording of the deed. Closing shall occur Upon 10 days notice from Buyer to Seller, and such date to be selected by Buyer, within its discretion, shall be at least by October 30, 2020.

(d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller.

(e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through 11:59pm (based upon time at the locale of the Property) to October 6, 2020.

TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

(f) **"Broker(s)"** shall mean: N/A ("Listing Agency"), N/A Listing Agent" – License # N/A)

Acting as: Seller's Agent; Dual Agent

and N/A ("Selling Agency"), N/A ("Selling Agent"- License N/A)

Acting as: Buyer's Agent; Seller's (Sub)Agent; Dual Agent

(g) "**Seller's Notice Address**" shall be as follows: Estate of Ernestine Z. Reed, c/o Joseph M. Collins, Collins & Hensley, P.A., 217 Iotla Street, Franklin, NC 28734, except as same may be changed pursuant to Section 12.

(h) "**Buyer's Notice Address**" shall be as follows: Macon County Manager, Macon County Courthouse Annex Building, 5 West Main St., Franklin, NC 28734 except as same may be changed pursuant to Section 12.

- (i) If this block is marked, additional terms and conditions of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following: N/A.

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following: N/A.

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all information relating to the Property in possession of or available to Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

Section 5. Evidence of Title: Seller agrees to convey fee simple marketable and insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (if applicable) and (c) matters of record existing at the Contract Date that are not objected to by Buyer prior to the end of the Examination Period ("Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

- (a) **New Loan:** The Buyer must be able to obtain the loan, if any, referenced in Section 1(b)(ii). Buyer must be able to obtain a firm commitment for this loan on or before N/A, effective through the date of Closing. Buyer agrees to use its best efforts to secure such commitment and to advise Seller immediately upon receipt of lender's decision. On or before the above date, Buyer has the right to terminate this Agreement for failure to obtain the loan referenced in Section 1(b)(ii) by delivering to Seller written notice

of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Notwithstanding the foregoing, after the above date, Seller may request in writing from Buyer a copy of the commitment letter. If Buyer fails to provide Seller a copy of the commitment letter within five (5) days of receipt of Seller's request, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the commitment letter, and Buyer shall receive a return of Earnest Money.

- (b) **Qualification for Financing:** If Buyer is to assume any indebtedness in connection with payment of the Purchase Price, Buyer agrees to use its best efforts to qualify for the assumption. Should Buyer fail to qualify, Buyer shall notify Seller in writing immediately upon lender's decision, whereupon this Agreement shall terminate, and Buyer shall receive a return of Earnest Money.
- (c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple marketable and insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.
- (d) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.
- (e) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall conduct all such on-site inspections, examinations, soil boring and other testing, timber cruises and surveying of the Property in a good and workmanlike manner, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake onsite inspections outside of the hours any tenant's business is open to the public and shall give prior notice to any tenants of any entry onto any tenant's portion of the Property for the purpose of conducting inspections. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Buyer shall, at Buyer's expense, promptly repair any damage to the Property caused by Buyer's entry and on-site inspections. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND SELLER SHALL RECEIVE THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

- If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.
- If this box is checked, Seller discloses that there are one or more leases affecting the Property (oral or written, recorded or not - "Leases") and the following provisions are hereby made a part of this Agreement.

- (a) A list of all Leases shall be set forth on **Exhibit B**;
- (b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;
- (c) Seller represents and warrants that as of the Contract Date there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date, and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.
- (d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease), and Seller agrees to use its best efforts to effect such assignment. Any assignment required under this Section 7 shall be required to be delivered at or before Closing by Seller in addition to those deliveries required under Section 11 of this Agreement.
- (e) Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. Seller also agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event of breach of this Agreement by Seller, then the Earnest Money shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event that Buyer breaches this Agreement, then the Earnest shall be forfeited, but such forfeiture shall not affect any other remedies available for such breach. In the absence of any breach by the Seller or fault of the Seller, and in the event that Buyer chooses not to purchase the property, for any reason or no reason, and provides written notice to the Seller thereof prior to the expiration of the "Examination Period" provided for in this Agreement, then this Agreement shall terminate and the Earnest Money paid by Buyer shall be paid over unto the Seller and such Earnest Money shall be free and clear of the Claims of the Buyer. NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of Earnest Money held in escrow by a licensed real estate broker, the broker is required by state law to retain said Earnest Money in its trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction, or alternatively, the party holding the Earnest Money may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a general warranty deed unless otherwise specified on **Exhibit B** and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale and certificate of title for any personalty listed on **Exhibit A**, an owner's affidavit, lien waiver forms (and such other lien related

documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall pay to Seller the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until Closing has taken place.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 13. Entire Agreement: This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any): N/A.

Note: For purposes of this Agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the date of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any. Seller represents that the regular owners' association dues, if any, are \$N/A per N/A.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on **Exhibit B**.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

EIFS/SYNTHETIC STUCCO: If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

BUYER:

SELLERS:

Business Entity
Macon County

Individuals
Estate of Ernestine Z. Reed

By: _____
Name: James Tate
Title: Chairman of the Board
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

N/A
(Name of Escrow Agent)

Date: _____

By: _____

Exhibit A

“ Personal Property ”

The Mobile Home presently located upon the “Property” described hereinabove. The same shall be sold as a part of this contract and delivered by Bill of Sale and Certificate of Title and with no liens whatsoever against the same.

EXHIBIT B TO AGREEMENT TO PURCHASE AND SALE OF REAL PROPERTY

ADDITIONAL TERMS AND CONDITIONS:

1. Macon County intends to use the real property to be purchased under the terms of this Agreement for Purchase and Sale of Real Property for recreational fields and any other governmental purposes and there must be no zoning, restrictive covenants, other provisions, barriers or other conditions upon said property that would prevent Buyer from using the property subject to this Agreement for Purchase and Sale of Real Property for the same .
2. Seller shall allow full access to the Buyer and Buyer's Agents during the Examination Period provided for in this Agreement for Purchase and Sale of Real Property to the real property which is subject to this Agreement for Purchase and Sale of Real Property to conduct all inspections, surveys assessments, studies and evaluations which Buyer and its agents desire to conduct.
3. This Agreement is expressly conditioned upon Seller being able to properly secure any and all required Court approvals of the sale of this property from the Courts so as to be able to deliver good and marketable fee simple title to the "Property" and said Mobile Home to Buyer at closing by at least October 30, 2020.
4. Seller shall deliver title said Property and Mobile Home to Buyer free and clear of any and all liens, including but not limited to liens for Medicaid.
5. That unless sooner revoked by Buyer, the Offer to Purchase the Property contained herein shall be open for acceptance by the Seller through and including September 22, 2020, and thereafter shall be deemed revoked.
6. All prior agreements between the parties hereto concerning the subject matter of this Agreement for Purchase and Sale of Real Property are hereby cancelled and shall be of no further effect except that the earnest money heretofore delivered by Buyer shall be the Earnest Money under this Agreement.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – NEW BUSINESS

MEETING DATE: September 8, 2020

11A. Mr. Jones, along with Joe Allen from the county's Planning, Permitting and Development (PP&D) Department, will present proposed revisions to the county's Telecommunication Tower Ordinance.

11B. Mr. Jones will also present information on an "alternative jury site."

11C. Commissioner Shields has requested time on the agenda to have a discussion regarding the use of the former National Guard Armory as a virtual learning site for Macon County Schools.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – CONSENT AGENDA

MEETING DATE: September 8, 2020

Item 12A. Consideration of minutes from the July and August regular meetings will need to be tabled, due to the amount of work time spent on COVID-19 issues, particularly Emergency Paid Sick Leave and Emergency Family Medical Leave Act (EFMLA) leave requests. (Mike Decker)

Item 12B. Budget Amendments #56-63 are attached for your review and approval. (Lori Carpenter)

Item 12C. Tax releases in the amount of \$11,375.19 for the month of August. A detail copy of those releases is attached for your review and approval. (Teresa McDowell)

Item 12D. A revised Non-Emergency Transportation Services Contract with Mountain Area Transport and Security which now includes a “not to exceed” amount of \$65,000 during the term of the agreement. A copy of the document is included in the packet. (Derek Roland)

Item 12E. A copy of the ad valorem tax collections report for the month of July. The report shows a collection rate of 30.82 percent as of August 31, 2020. No action is required on this item. (Teresa McDowell)

MACON COUNTY BUDGET AMENDMENT
 AMENDMENT # 56

FROM: Lindsay Leopard

DEPARTMENT: State, Federal, and Treasury Forfeiture Funds
 EXPLANATION: Appropriation of Fund Balance into FY 20-21

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
	Federal Forfeiture Funds		
223000-499100	Fund Balance Appropriated	\$1,109.00	
224000-559700	Non-Capital Equipment	\$1,109.00	
	State Forfeiture Funds		
223001-499100	Fund Balance Appropriated	\$12,141.00	
224001-559700	Non-Capital Equipment	\$12,141.00	
	Treasury Forfeiture Funds		
223004-499100	Fund Balance Appropriated	\$700.00	
224004-559700	Non-Capital Equipment	\$700.00	

REQUESTED BY DEPARTMENT HEAD *[Signature]*

RECOMMENDED BY FINANCE OFFICER *[Signature]*

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 9/8/2020 meeting

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

AMENDMENT # 57

FROM: FINANCE

DEPARTMENT: SOCIAL SERVICES
EXPLANATION: Additional allocation

	DESCRIPTION	INCREASE	DECREASE
11-3560-4388-03	TANF	\$158,176	
11-5300-5566-07	CONTRACT SERVICES	\$138,176	
11-5300-5589-01	TRAVEL	\$ 10,000	
11-5300-5592-02	TELEPHONE	\$ 5,000	
11-5300-556603	BLDG/PROPERTY IMPROVEMENT	\$ 3,000	
11-5300-5566-05	EQUIPMENT MAINTENANCE	\$ 2,000	

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[Handwritten signature]

REQUESTED BY DEPARTMENT HEAD _____

RECOMMENDED BY FINANCE OFFICER _____

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 9/8/2020 meeting

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT

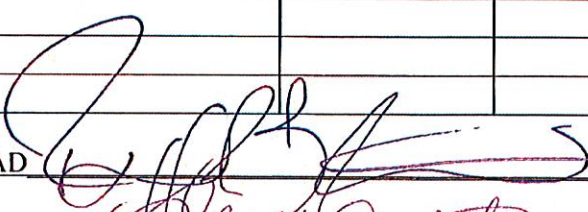
August 12, 2020

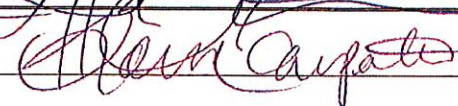
AMENDMENT # 58

FROM: FINANCE

DEPARTMENT: SOCIAL SERVICES
EXPLANATION: Grant carry forward from FY 19-20

	DESCRIPTION	INCREASE	DECREASE
11-5831-5675-26	SHIPP	\$ 1,266	
11-5831-5675-26	SHIPP	\$ 2,165	
11-3840-4179-00	FUND BALANCE	: <u>10,080</u>	
11-5836-5683-01	BCBS MEALS	\$ 5,649	
11-5831- 575055	DONATIONS / GIFTS	\$ 1,000	

REQUESTED BY DEPARTMENT HEAD 

RECOMMENDED BY FINANCE OFFICER 

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 9/8/2020 meeting

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT
 AMENDMENT # 59

FY 20-21

DEPARTMENT: HEALTH

EXPLANATION: Agreement Addendum for FY21 includes monies that are budgeted to pay for June 2020 expenses. Need to decrease total Budget for FY21 from \$197,956 to \$191,682 in revenue and expenditures. This decrease will cover the expenses for June 2020.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
115153-565031	Minority Diabetes Prevention Grant		6,274
113511-426007	Minority Diabetes Prevention Grant		6,274

REQUESTED BY DEPARTMENT HEAD *Kenneth M. Davis* *Shana D. Clark*

RECOMMENDED BY FINANCE OFFICER *Kevin Carpio*

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS *9/8/2020 meeting*

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # 63

FROM: FINANCE

DEPARTMENT: TRANSIT

EXPLANATION: Adjust revenues for potential shortfalls due to COVID19 and add CARES Act Revenue

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
11 -3570-435101-	NCDOT-WORKFIRST/EMPLOYMENT		\$ 10,000.00
11 -3570-435102-	NCDOT-RGP		\$ 65,000.00
11 -3570-435103-	RGP-CLIENT CO-PAY	\$ 14,000.00	
11 -3570-435110-	DEPARTMENT OF SOCIAL SERVICES		\$ 31,000.00
11 -3570-435111-	MACON CITIZENS FOR HANDICAPPED		\$ 3,000.00
11 -3570-435112-	TITLE III-HCCBG (AGING)	\$ 1,893.00	
11 -3570-435113-	EDTAP-MEDICAL TRANSPORTATION		\$ 63,000.00
11 -3570-435117-	HCCBG - CLIENT CONTRIBUTION		\$ 2,300.00
11 -3570-435122-	BRITTHAVEN OF FRANKLIN		\$ 21,500.00
11 -3570-435126-	5310 ELDERLY/DISABLED GRANT		\$ 38,607.00
11 -3570-441000-	EDTAP-CLIENT CONTRIBUTION		\$ 35,000.00
11 -3570-441001-	TRANSIT FEES		\$ 17,697.00
11 -3570-445715-	CARES ACT PROVIDER RELIEF	\$ 271,211.00	

Kim Angel

REQUESTED BY DEPARTMENT HEAD: _____

RECOMMENDED BY FINANCE OFFICER: *Kevin Cargate*

APPROVED BY COUNTY MANAGER: _____

ACTION BY BOARD OF COMMISSIONERS: *9/8/2020 meeting*

APPROVED AND ENTERED ON MUNIS DATED: _____

CLERK: _____

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Trn Cde	Check Number	Trans Rev	Descriptn
20	08/18/20	85193	20A85193.01	G01 F01	92.04- 13.39-	83.67- 12.17-	8.37- 1.22-		0.00 0.00					
***			ANDREWS AULD HEATING & COOLING		105.43-	95.84-	9.59-	0.00	0.00	0.00	R			CLERICA
28	08/20/20	135231	20A135231.03	L01	108.00-	0.00	0.00	108.00-	0.00					
***			ANGEL, YVONNE LEDFORD		108.00-	0.00	0.00	108.00-	0.00	0.00	R			CLERICA
8	08/06/20	85477	19A85477.03	G01 F04	36.44- 5.42-	36.44- 5.42-	0.00 0.00		0.00 0.00					
***			BURRIS, KEN		41.86-	41.86-	0.00	0.00	0.00	0.00	R			CLERICA
9	08/06/20	85477	18A85477.03	G01 F04	25.79- 3.97-	25.79- 3.97-	0.00 0.00		0.00 0.00					
***			BURRIS, KEN		29.76-	29.76-	0.00	0.00	0.00	0.00	R			CLERICA
2	08/03/20	138200	20A7551414129	G01 F10	603.90- 48.35-	603.90- 48.35-	0.00 0.00		0.00 0.00					
***			CARRIG, KENNETH J.		652.25-	652.25-	0.00	0.00	0.00	0.00	R			CLERICA
4	08/04/20	138200	20A7551414129	L01	108.00-	0.00	0.00	108.00-	0.00					
***			CARRIG, KENNETH J.		108.00-	0.00	0.00	108.00-	0.00	0.00	R			CLERICA
22	08/19/20	140241	20A6564860790	G01 F05	168.61- 32.58-	168.61- 32.58-	0.00 0.00		0.00 0.00					
***			CARVER, VERNON S.		201.19-	201.19-	0.00	0.00	0.00	0.00	R			CLERICA
23	08/19/20	145152	20A6595621319	G01 F01	229.80- 33.42-	229.80- 33.42-	0.00 0.00		0.00 0.00					
***			CHARLES, SHERLENE		263.22-	263.22-	0.00	0.00	0.00	0.00	R			CLERICA
5	08/05/20	140413	20A6595503499	G01 F01	367.20- 53.41-	367.20- 53.41-	0.00 0.00		0.00 0.00					
***			CPE REALTY, LLC		420.61-	420.61-	0.00	0.00	0.00	0.00	R			CLERICA
14	08/11/20	20511	20A6574616699	G01 F01	191.45- 27.85-	191.45- 27.85-	0.00 0.00		0.00 0.00					
***			CROSS, SYLVIA H		219.30-	219.30-	0.00	0.00	0.00	0.00	R			CLERICA
1	08/03/20	144730	20A6584680009	G01 F01	286.29- 41.64-	286.29- 41.64-	0.00 0.00		0.00 0.00					

Seq Nbr	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Trn Cde	Check Number	Trans Rev	Descriptn
***	CURTIS, RUBY DAISY LIFE ESTATE			327.93-	327.93-	0.00	0.00	0.00	0.00	R	CLERICA		
16	08/12/20 122412	19A122412.01	G01	15.95-	15.95-	0.00		0.00					
			F02	3.41-	3.41-	0.00		0.00					
			L01	95.00-		0.00	95.00-	0.00					
***	EFFLER, JIM			114.36-	19.36-	0.00	95.00-	0.00	0.00	R	CLERICA		
11	08/07/20 112662	20A112662.01	G01	16.13-	16.13-	0.00		0.00					
			F02	3.45-	3.45-	0.00		0.00					
			L01	108.00-		0.00	108.00-	0.00					
***	FALKINS, JOYCE			127.58-	19.58-	0.00	108.00-	0.00	0.00	R	CLERICA		
29	08/20/20 141587	20A6584866434	G01	439.52-	439.52-	0.00		0.00					
			F01	63.37-	63.37-	0.00		0.00					
***	FISHER, DONALD WOODY			502.89-	502.89-	0.00	0.00	0.00	0.00	R	CLERICA		
39	08/31/20 133182	20A7503940446	G01	80.37-	80.37-	0.00		0.00					
			F04	11.95-	11.95-	0.00		0.00					
***	HABITAT FOR HUMANITY MACON/JAC			92.32-	92.32-	0.00	0.00	0.00	0.00	R	CLERICA		
40	08/31/20 141419	20A6574051876	G01	13.71-	13.71-	0.00		0.00					
			F05	2.65-	2.65-	0.00		0.00					
***	HABITAT FOR HUMANITY MACON/JAC			16.36-	16.36-	0.00	0.00	0.00	0.00	R	CLERICA		
41	08/31/20 133182	20A7503848452	G01	80.86-	80.86-	0.00		0.00					
			F04	12.02-	12.02-	0.00		0.00					
***	HABITAT FOR HUMANITY MACON/JAC			92.88-	92.88-	0.00	0.00	0.00	0.00	R	CLERICA		
42	08/31/20 141419	20A6574050791	G01	14.20-	14.20-	0.00		0.00					
			F05	2.74-	2.74-	0.00		0.00					
***	HABITAT FOR HUMANITY MACON/JAC			16.94-	16.94-	0.00	0.00	0.00	0.00	R	CLERICA		
43	08/31/20 141419	20A6574062042	G01	12.40-	12.40-	0.00		0.00					
			F05	2.40-	2.40-	0.00		0.00					
***	HABITAT FOR HUMANITY MACON/JAC			14.80-	14.80-	0.00	0.00	0.00	0.00	R	CLERICA		
44	08/31/20 141419	20A6574050529	G01	14.46-	14.46-	0.00		0.00					
			F05	2.79-	2.79-	0.00		0.00					
***	HABITAT FOR HUMANITY MACON/JAC			17.25-	17.25-	0.00	0.00	0.00	0.00	R	CLERICA		

Detail Transactions by Group

Effective Date 08/03/20

Abatement

Tax Collections
09/01/20

Group Number REL*20*08

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discont Amount	Trn Cde	Check Number	Trans Rev	Descriptn
***				F04	8.52-	8.52-	0.00		0.00	0.00	R			CLERICA
					65.85-	65.85-	0.00	0.00	0.00	0.00	R			CLERICA
13	08/11/20	67239	20A6586281641	G01 F07	168.62- 47.52-	168.62- 47.52-	0.00 0.00		0.00 0.00					
***					216.14-	216.14-	0.00	0.00	0.00	0.00	R			CLERICA
30	08/25/20	8480	20A8480.08	G01 F05 L01	2.30- 0.44- 108.00-	2.30- 0.44- 108.00-	0.00 0.00 0.00		0.00 0.00 0.00					
***					110.74-	2.74-	0.00	108.00-	0.00	0.00	R			CLERICA
27	08/19/20	19612	20A19612.01	G01	15.97-	15.97-	0.00		0.00					
***					15.97-	15.97-	0.00	0.00	0.00	0.00	R			CLERICA
6	08/06/20	130675	20A130675.03	G01 F04	9.99- 1.48-	9.99- 1.48-	0.00 0.00		0.00 0.00					
***					11.47-	11.47-	0.00	0.00	0.00	0.00	R			CLERICA
7	08/06/20	130675	19A130675.03	G01 F04	10.73- 1.59-	10.73- 1.59-	0.00 0.00		0.00 0.00					
***					12.32-	12.32-	0.00	0.00	0.00	0.00	R			CLERICA
3	08/03/20	23601	20A6564532385	G01 F05	566.55- 109.47-	566.55- 109.47-	0.00 0.00		0.00 0.00					
***					676.02-	676.02-	0.00	0.00	0.00	0.00	R			CLERICA
10	08/06/20	113162	20A113162.14	G01 F10 H01	171.72- 13.76- 71.71-	171.72- 13.76- 71.71-	0.00 0.00 0.00		0.00 0.00 0.00					
***					257.19-	257.19-	0.00	0.00	0.00	0.00	R			CLERICA
15	08/11/20	145802	20A6551893505	G01 F05	367.09- 70.93-	367.09- 70.93-	0.00 0.00		0.00 0.00					
***					438.02-	438.02-	0.00	0.00	0.00	0.00	R			CLERICA
31	08/28/20	20249	20A6585638379	G01 F01 L02	9.89- 1.44- 324.00-	9.89- 1.44- 324.00-	0.00 0.00 0.00		0.00 0.00 0.00					
***					335.33-	11.33-	0.00	324.00-	0.00	0.00	R			CLERICA

32 08/28/20 20249 19A6585638379 G01 9.89- 9.89- 0.00 0.00

Detail Transactions by Group

Effective Date 08/03/20

Abatement

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discont Amount	Trn Cde	Check Number	Trans Rev	Descriptn
***		MACON CO	FRUIT AND VEG GROWERS	F01 L02	1.44- 285.00-	1.44- 0.00	0.00 285.00-	0.00	0.00	0.00				
33	08/28/20	20249	18A6585638379	G01 F01 L02	296.33- 6.61- 1.03- 285.00-	11.33- 6.61- 1.03-	0.00 0.00 0.00	0.00 285.00-	0.00	0.00	R			CLERICA
***		MACON CO	FRUIT AND VEG GROWERS	G01 F01 L02	292.64- 6.61- 1.03- 285.00-	7.64- 6.61- 1.03-	0.00 0.00 0.00	0.00 285.00-	0.00	0.00	R			CLERICA
34	08/28/20	20249	17A6585638379	G01 F01 L02	292.64- 6.61- 1.03- 285.00-	7.64- 6.61- 1.03-	0.00 0.00 0.00	0.00 285.00-	0.00	0.00	R			CLERICA
***		MACON CO	FRUIT AND VEG GROWERS	G01 F01 L02	292.64- 6.61- 1.03- 285.00-	7.64- 6.61- 1.03-	0.00 0.00 0.00	0.00 285.00-	0.00	0.00	R			CLERICA
35	08/28/20	20249	16A6585638379	G01 F01 L02	292.45- 6.61- 0.84- 285.00-	7.45- 6.61- 0.84-	0.00 0.00 0.00	0.00 285.00-	0.00	0.00	R			CLERICA
***		MACON CO	FRUIT AND VEG GROWERS	G01 F01 L02	292.45- 6.61- 0.84- 234.00-	7.45- 6.61- 0.84-	0.00 0.00 0.00	0.00 234.00-	0.00	0.00	R			CLERICA
***		MACON CO	FRUIT AND VEG GROWERS	G01 F01 L02	241.45- 41.26- 6.00-	7.45- 41.26- 6.00-	0.00 0.00 0.00	0.00 234.00-	0.00	0.00	R			CLERICA
21	08/18/20	97978	20A97978.02	G01 F01	41.26- 6.00-	41.26- 6.00-	0.00 0.00	0.00	0.00	0.00	R			CLERICA
***		MANETH,	MICHAEL	G01 F02	47.26- 29.38- 6.29-	47.26- 29.38- 6.29-	0.00 0.00 0.00	0.00	0.00	0.00	R			CLERICA
12	08/07/20	125961	20A125961.01	G01 F02	35.67- 9.26- 108.00-	35.67- 9.26-	0.00 0.00	0.00 108.00-	0.00	0.00	R			CLERICA
***		MCMAHON,	ROBERT	G01 L01	117.26- 9.26- 108.00-	9.26-	0.00	0.00	0.00	0.00	R			CLERICA
19	08/18/20	146910	20A146910.08	G01 L01	14.32- 3.07- 108.00-	14.32- 3.07-	0.00 0.00	0.00 108.00-	0.00	0.00	R			CLERICA
***		NEWMAN,	ADELE	G01 F02 L01	125.39- 14.32- 3.07- 108.00-	17.39-	0.00	0.00	0.00	0.00	R			CLERICA
17	08/12/20	116479	20A116479.01	G01 F02 L01	125.39- 14.32- 3.07- 108.00-	17.39-	0.00	0.00	0.00	0.00	R			CLERICA
***		RAYMOND,	ISABELLA	G01 F02 L01	125.39- 14.32- 3.07- 108.00-	17.39-	0.00	0.00	0.00	0.00	R			CLERICA

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discont Amount	Trn Cde	Check Number	Trans Rev	Descriptn
***		ROPER, DONNIE E		F07 L01	8.76- 108.00-	8.76- 0.00	0.00 108.00-	0.00	0.00	0.00				
18	08/18/20	84660	20A6489713873	G01 F03 L01	192.60- 35.16- 108.00-	192.60- 35.16- 0.00	0.00 0.00 108.00-	0.00	0.00	0.00	R	CLERICA		
***		SCHMALZ, KEITH A		G01	335.76-	227.76-	0.00	108.00-	0.00	0.00	R	CLERICA		
26	08/19/20	24972	20A6588614640	G01 F08 L01	187.99- 57.29- 108.00-	187.99- 57.29- 0.00	0.00 0.00 108.00-	0.00	0.00	0.00				
***		SCRUGGS, JOHN PHILLIP		G01	353.28-	245.28-	0.00	108.00-	0.00	0.00	R	CLERICA		
38	08/28/20	137919	20A7409659928	G01 F06	7.19- 1.13-	7.19- 1.13-	0.00 0.00	0.00	0.00	0.00				
***		SNYDER, JOHANNA LEA		G01	8.32-	8.32-	0.00	0.00	0.00	0.00	R	CLERICA		
24	08/19/20	135624	20A7449180811	G01 F10 H01 L01	971.04- 77.75- 405.57- 108.00-	971.04- 77.75- 405.57- 0.00	0.00 0.00 0.00 108.00-	0.00	0.00	0.00				
***		WINDRUSH, LLC		G01	1562.36-	1454.36-	0.00	108.00-	0.00	0.00	R	CLERICA		
25	08/19/20	135624	20A7449088795	G01 F10 H01 L01	1005.88- 80.54- 420.12- 108.00-	1005.88- 80.54- 420.12- 0.00	0.00 0.00 0.00 108.00-	0.00	0.00	0.00				
***		WINDRUSH, LLC		G01	1614.54-	1506.54-	0.00	108.00-	0.00	0.00	R	CLERICA		

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Add Chgs	Interest Amount	Discont Amount	Trn Cde	Check Number	Trans Rev	Descriptn
Tax Code Totals														
F01*15-	FR	FIRE		0.84-	0.84-	0.00	0.00	0.00	0.00	0.00			0.00	
F01*16-	FR	FIRE		0.84-	0.84-	0.00	0.00	0.00	0.00	0.00			0.00	
F01*17-	FR	FIRE		1.03-	1.03-	0.00	0.00	0.00	0.00	0.00			0.00	
F01*18-	FR	FIRE		1.03-	1.03-	0.00	0.00	0.00	0.00	0.00			0.00	
F01*19-	FR	FIRE		1.44-	1.44-	0.00	0.00	0.00	0.00	0.00			0.00	
F01*20-	FR	FIRE		240.52-	239.30-	1.22-	0.00	0.00	0.00	0.00			0.00	
F02*19-	CL	CH FR		3.41-	3.41-	0.00	0.00	0.00	0.00	0.00			0.00	
F02*20-	CL	CH FR		12.81-	12.81-	0.00	0.00	0.00	0.00	0.00			0.00	
F03*20-	OTTO	FR		35.16-	35.16-	0.00	0.00	0.00	0.00	0.00			0.00	
F04*18-	CULL	FR		3.97-	3.97-	0.00	0.00	0.00	0.00	0.00			0.00	
F04*19-	CULL	FR		7.01-	7.01-	0.00	0.00	0.00	0.00	0.00			0.00	
F04*20-	CULL	FR		33.97-	33.97-	0.00	0.00	0.00	0.00	0.00			0.00	
F05*20-	WM	FIRE		224.00-	224.00-	0.00	0.00	0.00	0.00	0.00			0.00	
F06*20-	SCALY	FR		1.13-	1.13-	0.00	0.00	0.00	0.00	0.00			0.00	
F07*20-	BT	FIRE		56.28-	56.28-	0.00	0.00	0.00	0.00	0.00			0.00	
F08*20-	COWEE	FR		57.29-	57.29-	0.00	0.00	0.00	0.00	0.00			0.00	
F10*20-	HLDS	FR		220.40-	220.40-	0.00	0.00	0.00	0.00	0.00			0.00	
G01*15-	GEN	TAX		6.61-	6.61-	0.00	0.00	0.00	0.00	0.00			0.00	
G01*16-	GEN	TAX		6.61-	6.61-	0.00	0.00	0.00	0.00	0.00			0.00	
G01*17-	GEN	TAX		6.61-	6.61-	0.00	0.00	0.00	0.00	0.00			0.00	
G01*18-	GEN	TAX		32.40-	32.40-	0.00	0.00	0.00	0.00	0.00			0.00	
G01*19-	GEN	TAX		73.01-	73.01-	0.00	0.00	0.00	0.00	0.00			0.00	
G01*20-	GEN	TAX		6470.42-	6462.05-	8.37-	0.00	0.00	0.00	0.00			0.00	
H01*20-	HLD	CITY		897.40-	897.40-	0.00	0.00	0.00	0.00	0.00			0.00	
L01*19-	RES	FEE		95.00-	0.00	0.00	95.00-	0.00	0.00	0.00			0.00	
L01*20-	RES	FEE		1188.00-	0.00	0.00	188.00-	0.00	0.00	0.00			0.00	
L02*15-	COM	FEE		234.00-	0.00	0.00	234.00-	0.00	0.00	0.00			0.00	
L02*16-	COM	FEE		285.00-	0.00	0.00	285.00-	0.00	0.00	0.00			0.00	
L02*17-	COM	FEE		285.00-	0.00	0.00	285.00-	0.00	0.00	0.00			0.00	
L02*18-	COM	FEE		285.00-	0.00	0.00	285.00-	0.00	0.00	0.00			0.00	
L02*19-	COM	FEE		285.00-	0.00	0.00	285.00-	0.00	0.00	0.00			0.00	
L02*20-	COM	FEE		324.00-	0.00	0.00	324.00-	0.00	0.00	0.00			0.00	
Total for Group				REL*20*08	11375.19-	8384.60-	9.59-981.00-	0.00	0.00	0.00			0.00	

***** Totals By Tax Cycle *****
 Cycle Current Delinquent
 A 9761.38- 1613.81-

STATE OF NORTH CAROLINA
COUNTY OF MACON

NON-EMERGENCY TRANSPORTATION
SERVICES CONTRACT

THIS TRANSPORTATION SERVICES CONTRACT, made and entered into this ____ day of _____ 20____, by and between ABT Secure Solutions, LLC dba Mountain Area Transport and Security (hereinafter referred to as "Provider") and Macon County a North Carolina County and a body politic, (hereinafter referred to as "Client").

WHEREAS, Client desires to enter into a contract with Provider to provide non-emergency transportation services in the State of North Carolina; and

WHEREAS, Provider agrees to provide Client such non-emergency transportation services under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein made, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. Definitions.
 - a) "Contract" shall mean this Transportation Services Contract, including all exhibits hereto.
 - b) "Participant" shall mean an individual receiving non-emergency transportation services by Provider as determined and requested by Client.
 - c) "LME/MCO" shall mean the local management entity-managed care organization which includes Macon County, NC.
2. Scope of Services. Provider shall provide non-emergency transportation services to Participants upon the request of Client, as set forth in Exhibit A.
3. Rates. Client shall be charged by Provider at the rates as set forth in Exhibit B, attached hereto and incorporated herein. Provider shall not be responsible for additional costs that are incurred during transportation of a Participant that are not set forth in Exhibit B, including but not limited to medical emergencies. Provider shall invoice Client for all trips within sixty (60) days of performance. Invoices shall be paid by Client within thirty (30) days of receipt thereof.
4. Term. Unless terminated sooner as provided in this Contract, the term of this Contract shall be from the date hereof until and including June 30, 2020.
5. Termination. The Client may terminate this Contract for any reason and without cause or penalty at any time upon thirty (30) days prior written notice to the other parties. Notice shall be served under this contract by registered mail, certified mail or by other means. Notwithstanding, if at any time Provider's license and/or

certification is revoked, this Agreement shall terminate immediately. In the event the Contract is terminated, Client shall pay Provider the outstanding amount for work performed in accordance with the terms of this Contract through the effective date of termination.

Provider may terminate the contract for any reason and without cause or penalty upon written notice to Client. Notice shall be served by registered mail, certified mail, or by other means.

6. Insurance. Provider agrees to keep and maintain for the duration of this Contract, including but not limited to commercial general liability, automobile liability, as is necessary to provide coverage for losses and liabilities arising out of the acts and/or omissions of Provider in the performance of this Contract. Insurance coverages shall be in the amounts that are acceptable to Client, the minimum of which shall not be less than the following:
 - a. Automobile liability insurance:
 - i) Vehicles with a capacity of more than 10 seats: \$1,000,000.00 combined single limit coverage per occurrence; and
 - ii) Vehicles with a capacity of up to 10 seats: \$ 1,000,000.00 combined single limit coverage per occurrence.
 - b. Commercial General Liability: not less than \$1,000,000.00

This is a material term to this contract the breach of which will entitle the Client to terminate this Contract immediately and without penalty. Provider shall furnish Client with certificates of insurance for each type of insurance described herein, with Client named as an additional insured on all coverages. In the event of cancellation, substantial changes or nonrenewal, Provider shall give Client at least thirty (30) days prior written notice, and cause insurance carrier to notify Client in advance of cancellation or termination of coverage.

7. Indemnification. Provider agrees to indemnify and hold harmless Client and its respective officers, employees and agents from and against any and all claims, losses, damages, liabilities, costs, expenses (including reasonable attorney's fees), judgments, or obligations (collectively, "Claims"), arising from or in connection with Provider's negligent acts/omissions or willful misconduct, including those of its officials, officers, or employees in the performance of this Contract.

To the extent allowed by North Carolina law, Client agrees to indemnify and hold harmless Provider and its respective officers, employees and agents from and against any and all claims, losses, damages, liabilities, costs, expenses (including reasonable attorney's fees) judgments, or obligations (collectively, "Claims"), arising from or in connection with Client's negligent acts/omissions or willful misconduct, including those of its officials, officers, or employees in the performance of this Contract.

8. Immunity from Liability. The provisions of N.C. Gen. Stat. §§122C-210.1 and 122C-251 shall apply.
9. Provider's Responsibilities.
 - a. Provider shall be fully licensed and/or certified as may be required by state, federal or local laws and regulations in order to provide non-emergency transportation services under this Contract.
 - b. Provider and its drivers shall comply with all state, federal or local laws, or ordinances, codes, rules or regulations governing performance of this Contract, including but not limited to all North Carolina laws pertaining to transportation of a respondent under involuntary commitment proceedings.
 - c. Provider shall provide all drivers, attendants, vehicles and equipment necessary for the performance of this Contract. Provider will be responsible for the assignment, control, supervision and compensation of its drivers and attendants and insure that each complies with all North Carolina laws pertaining to transportation of a respondent under involuntary commitment proceedings.
 - d. Provider shall select drivers based on the criteria set forth in Provider's Standard Operating Procedure, which includes but is not limited to, background checks and testing for controlled substances.
 - e. Provider and its drivers shall participate in the training for persons designated to provide transportation and custody as set forth in the County's adopted involuntary commitment transportation agreement; as amended, and/or the LME/MCO's community crisis services plan, as required N.C. Gen. Stat. 122C-202.2(a)(3).
 - f. Provider and its drivers shall safely transport Participants in accordance with federal and state law, Provider's Standard Operating Procedure, Client's involuntary commitment transportation agreement and the LME/MCO's community crisis services plan.
 - g. Provider shall abide by the accident procedure standards set forth in Provider's Standard Operating Procedure.
 - h. Provider shall ensure that all of its drivers and attendants are at all times properly licensed for the vehicle he/she is operating, qualified and fit for duty to provide services at the time services are provided.
 - i. Provider shall provide vehicles which are to be used in the performance of this Contract which meet federal and state operating and maintenance standards for the vehicle.
 - j. Provider shall not divulge any confidential information of Participants obtained by Client without the written consent of Client or except as required by a court of law or state or federal law. Provider shall take all necessary steps to safeguard the confidentiality of such information in conformance with federal and state statutes and regulations.

- k. Provider agrees to comply with the Health Insurance Portability and Accountability Act (“HIPAA” and “HITECH”), when and if applicable, during the performance of this Contract.
- l. Provider agrees to maintain all fiscal records relating to this Contract in a manner so as to clearly document Provider’s performance. Provider shall retain and keep accessible all the fiscal and other records for a minimum of three (3) years following final payment and termination of this Agreement, or until the conclusion of any controversy related to this Agreement, whichever is later.
- m. To the extent feasible, Provider shall cause its drivers to dress in plain clothes and travel in unmarked vehicles.
- n. To the extent possible, Provider shall cause its drivers to advise respondents in involuntary commitment proceedings when taking them into custody that they are not under arrest and have not committed a crime, but are being taken into custody and transported to receive treatment and for their own safety and that of others.
- o. Provider, in providing transportation of a respondent in an involuntary commitment proceeding, shall provide a driver who is the same sex as the respondent.

10. Client’s Responsibilities.

- a. Client shall provide Provider a copy of the involuntary commitment transportation agreement, as adopted by the County, and the LME/MCO community crisis services plan, in accordance with N.C. Gen. Stat. 122C-251. Client shall ensure Provider is designated as an entity to provide all or parts of the custody and transportation required under N.C. Gen. Stat. 122C-3 *et seq.*
- b. Client shall determine and verify Participant’s eligibility prior to scheduling or submitting non-emergency transportation requests to Provider.
- c. Client shall schedule reservations and/or submit daily reservation requests to Provider via telephone or email which complies with HIPPA and HITECH.
- d. Client shall comply with all federal, state or local laws or ordinances, codes, rules or regulations governing the performance of this Contract.
- e. Client shall provide Provider with all information needed for transportation of Participant, including but not limited to, time and location of pick-up, location of drop-off, identification of Participant, and known medical information of Participant which may affect Participant while in transport.
- f. Client shall not request transportation services by Provider for Participants deemed violent and/or require restraint during transportation. Client shall not request transportation services by Provider that require overnight housing of Participant.
- g. Client agrees to provide Provider advance notice of at least 30 Minutes prior to a requested pick up time of a Participant.

- h. Client shall provide Provider with all necessary paperwork and/or documents necessary for the transportation of the individual.
- i. Client shall fill out an inventory form of any items transported with Participant.

11. Entire Agreement. This Contract contains the entire agreement between the parties.
12. Severability. Should any provision or provisions contained in this Contract be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect.
13. Governing Law. This Contract is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina.
14. Assignability. This Contract is not assignable by either party without the prior written consent of the other party.
15. Amendments. This Contract may be amended with the consent of both parties, in writing.
16. Notices. Any notices required pursuant to the terms of this Contract shall be sent by registered mail, certified mail, or hand-delivery to the principal place of business of each of the parties hereto as specified below:

Provider: _____

Client: Macon County Sheriff: Robert Holland
 1820 Lakeside Drive
 Franklin, NC 28734; and

 Macon County Manager: Derek Roland
 5 West Main Street
 Franklin, NC 28734

17. Business Associate Agreement. CLIENT and PROVIDER shall simultaneously with the execution of this Non-Emergency Transportation Services Contract enter into a Business Associate Agreement in the form attached hereto as Exhibit C.
18. Non-Exclusive Contractual Arrangement. Nothing herein shall be construed to be an exclusive transportation contract whereby Provider is entitled to handle all non-emergency transportation needs of the Client.

19. Express Condition to Contract. This Non-Emergency Transportation Services Contract is made EXPRESSLY CONDITIONED UPON Client being able to first secure amendments which are satisfactory to Client to the Memorandum of Transportation Agreement, a copy of which is attached hereto as Exhibit D.
20. Joinder By Macon County Sheriff. The Macon County Sheriff has joined in the entry and execution of this Medical Services Contract to signify his agreement and approval of the same and all parties hereto specifically agree that the Macon County Sheriff is an additional intended beneficiary of this Medical Services Contract.
21. Independent Contractor. Provider is an independent contractor and none of its employees shall be considered employees of the Client.
22. E-Verify. Each Party hereto shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if any party hereto utilizes a subcontractor, such party shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

[remainder of page intentionally left blank – signatures on following page]

IN WITNESS WHEREFORE, the parties hereto have made and executed this Contract as of the day and year first above written.

ABT SECURE SOLUTIONS, LLC
DBA MOUNTAIN AREA TRANSPORT AND SECURITY, PROVIDER

By: _____
Name: _____
Authorized Member/Manager

MACON COUNTY, CLIENT
Macon County Sheriff: Robert Holland

By: _____
Robert Holland, Macon County Sheriff

Macon County Manager: Derek Roland

By: _____
Derek Roland
County Manager

ATTEST:

Mike Decker, Assistant Clerk
Macon County Board of Commissioners

<p>PRE-AUDIT CERTIFICATE</p> <p>This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.</p> <p>This the ____ day of _____, 20 ____.</p> <p>_____ Macon County Finance Officer</p>

(COUNTY SEAL)

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for said County and State do hereby certify that _____, Member/Manager of ABT Secure Solutions, llc, dba Mountain Area Transport and Security, a limited liability company, personally appeared before me this day and acknowledged that he/she as Member/Manager, being authorized to do so, executed the foregoing on behalf of the Limited Liability Company.

Witness my hand and official seal this ____ day of _____, 20 ____.

_____, Notary Public
Notary Public's printed or typed name
My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF MACON

I, _____, Notary Public for Macon County, North Carolina, certify that Robert Holland, Sheriff for Macon County, personally appeared before me this day and acknowledged that he signed the foregoing document.

Witness my hand and official seal this ____ day of _____, 20 ____.

_____, Notary Public
Notary Public's printed or typed name
My Commission Expires: _____

NORTH CAROLINA
MACON COUNTY

I, _____, Notary Public for Macon County, North Carolina, certify that Mike Decker, personally came before me this day and acknowledged that he is the Assistant Clerk of the Board of Commissioners of Macon County and that by authority duly given and as the act of Macon County, the foregoing instrument was signed in its name by the County Manager, sealed with its seal and attested by himself such Assistant Clerk to the Board of Commissioners.

Witness my hand and official seal this ____ day of _____, 20 ____.

_____, Notary Public
Notary Public's printed or typed name
My Commission Expires: _____

EXHIBIT A – SCOPE OF WORK

Provider, as an independent contractor, shall safely and timely provide non-emergency transportation services, by ground, of Participants upon the request of Client within the State of North Carolina, as follows:

Provider will notify Client within 15 minutes of the request whether Provider is able to provide the requested services.

Provider agrees to notify Client at the time a Participant is picked up by Provider at requested location, dropped off at requested location and at any unscheduled stops during transportation of Participant.

Provider agrees to notify Client of any accidents and/or medical emergencies during transportation of Participant, as soon as practicable.

Provider agrees that drivers and attendants will wear/display proper identification at all times during transportation of Participant.

EXHIBIT B – RATE SHEET

Non-Emergency Medical Transportation

Hourly rate per person \$27.00/hour for time driver is actually working

Mileage rate \$ 0.65/mile

Client agrees to pay for services rendered in a total sum not to exceed \$65,000 during term of this agreement. The term of this agreement is July 1, 2020- June 30, 2021.

MACON COUNTY MONTHLY
AD VALOREM TAX COLLECTIONS REPORT

Aug-20

Month to Date	Beginning Balance	Levy Added	Less Releases	Less Write-Offs	Equals Adj Levy	Gross Payments	Less Refunds	Misc Dr/Cr	Net Payments	Outstanding Balance
General Tax	28288817.07	4958.87	-1375.93	-17.22	28292382.79	-8539783.28	5738.65	2996.77	-8531047.86	19761334.93
Fire Districts	3864113.9	1150.2	-183.05	-2.88	3865078.17	-1101464.51	0	394.38	-1101070.13	2764008.04
Landfill User Fee	2884693.41	1188	0	-2.98	2885878.43	-761654.1	0	324	-761330.1	2124548.33
Totals	35037624.38	7297.07	-1558.98	-23.08	35043339.39	-10402901.89	5738.65	3715.15	-10393448.09	24649891.3

Year to Date	Beginning Balance	Levy Added	Less Releases	Less Write-Offs	Equals Adj Levy	Gross Payments	Less Refunds	Misc Dr/Cr	Net Payments	Outstanding Balance	Collection Percentage
General Tax	0	28568634	-1375.93	-1115.48	28566142.59	-8814370.13	6561.24	3001.23	-8804807.66	19761334.93	30.82
Fire Districts	0	3907489.32	-183.05	-167.16	3907139.11	-1143525.45	0	394.38	-1143131.07	2764008.04	29.26
Landfill User Fee	0	2919996	0	-4.07	2919991.93	-795767.6	0	324	-795443.6	2124548.33	27.24
Totals	0	35396119.32	-1558.98	-1286.71	35393273.63	-10753663.18	6561.24	3719.61	-10743382.33	24649891.3	30.35

30.82% COLLECTED ON 2020 COUNTY GENERAL TAXES, LATE LISTING
PENALTIES, DISCOVERIES AND DEFERRED TAXES AS OF 8/31/2020 AS
COMPARED TO 34.4% COLLECTED ON 2019 TAXES AS OF 8/31/2019

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – APPOINTMENTS

MEETING DATE: September 8, 2020

13(A). **Board of Health** – Per Macon County Public Health Director Kathy McGaha, the following appointments for the commission's consideration are:

- The reappointment of Nathan Brenner, DMD, to the dentist slot on the board. This would be Dr. Brenner's final three-year term.
- The reappointment of Mitchell Bishop to the engineer slot on the board. This would be Mr. Bishop's second, three-year term.
- The reappointment of Dr. Kevin Foley. However, the reappointment would move Dr. Foley to the medical doctor position on the board, and would be his first three-year term in that slot.
- That, in turn, would open up a general public slot on the board, which could be advertised on the county's website.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – CLOSED SESSION

MEETING DATE: September 8, 2020

14. The need for a closed session is warranted under NCGS 143.318.11(a)(3) in order to preserve the attorney/client privilege.