

# Macon County



## MACON COUNTY BOARD OF COMMISSIONERS NOVEMBER 15, 2016 AGENDA

1. Reconvene and welcome by Chairman Corbin
2. Announcements
  - (A) NCACC November 2016 county update video
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. Proclamation regarding National Hunger and Homelessness Awareness Week – Lowell Monteith
  - B. Cowee Convenience & Deli – Wayne Sheffield
10. Old Business
  - A. Community Funding Pool recommendations – Karen Wallace
  - B. Letter of Intent for Charters of Freedom
  - C. Update on SCC Burn Building Complex – Emergency Services Director Warren Cabe and the County Manager
  - D. Update on Robert C. Carpenter Community Building renovation project – County Manager
  - E. Update on broadband reseach – Information Technology Director Andy Muncney and GIS Analyst Wes Hall
11. New Business
  - A. Consideration of agreement with East Coast Risk Management – County Manager and Human Resources Director

- B. Emergency Services – Director Warren Cabe
  - (1) EMS billing contract for (a) consideration of modification extending term to December 31, 2016 and (b) consideration of contract beginning with term effective January 1, 2017
  - (2) FEMA FY 2016 Assistance to Firefighters Grant
- C. Transit Services – Director Kim Angel
  - (1) Resolution for amended 5317 contract
  - (2) Resolution adding parties to SoNCVet project
- D. Public Health – Director Jim Bruckner
  - (1) Fee changes
  - (2) Regional Diabetes Prevention Grant
  - (3) Program funding change at state level regarding federal Title X
- E. Roof replacement at Macon County Multi-Purpose Group Home – County Manager
- F. Consideration of community club renovation projects – County Manager
- G. Consideration of 2017 Holiday Schedule – HR Director
- H. Business Development Center Lease – County Attorney

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 of the October 11, 2016 regular meeting and the November 8, 2016 regular meeting
- B. Budget Amendments #62-73
- C. Tax Releases

13. Appointments

- A. Economic Development Commission (EDC) – 2 seats

14. Closed session (if necessary)

15. Recess until Monday, December 5, 2016 at 6 p.m. in the commission boardroom on the third floor of the Macon County Courthouse, 5 West Main Street, Franklin, NC.

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** November 15, 2016

**DEPARTMENT/AGENCY:** Governing Board

**SUBJECT MATTER:** Proclamation

**COMMENTS/RECOMMENDATION:**

Lowell Monteith with The Fathers House will be at the meeting to ask the board to proclaim November 12-20, 2016 as National Hunger and Homlessness Awareness Week. A draft copy of the proclamation is attached.

Attachments   1   Yes        No

Agenda Item 9A

## **Proclamation**

WHEREAS, for the past several years the National Coalition for the Homeless and National Student Campaign Against Hunger and Homelessness have sponsored National Hunger and Homelessness Awareness Week; and

WHEREAS, the purpose of the proclamation is to educate the public and advocate with and on behalf of people experiencing homelessness about the many reasons people are hungry and homeless including the shortage of affordable housing in Macon county for very low income residents; and to encourage support for homeless assistance service providers as well as community service opportunities for students and school service organizations; and

WHEREAS, there are many organizations committed to sheltering, providing supportive services as well as meals and food supplies to people experiencing homelessness including: The Fathers House, Reach, and Macon New Beginnings; and

WHEREAS, the theme of National Hunger and Homelessness Awareness Week 2015 is "Being homeless is not a crime," and

WHEREAS, the Macon County commissioners board recognize that hunger and homelessness continues to be a serious problem for many individuals and families in Macon County; and

WHEREAS, the intent of National Hunger and Homelessness Awareness Week is consistent with the activities of The Fathers House, Reach, and Macon New Beginnings.

NOW THEREFORE BE IT RESOLVED that the Macon County commissioners board hereby proclaims November 12-20, 2016 as National Hunger and Homelessness Awareness Week.

BE IT FURTHER RESOLVED that the Macon County commissioners board encourages all citizens to recognize that many people do not have housing and need support from citizens, and private/public nonprofit service entities.

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** November 15, 2016

**DEPARTMENT/AGENCY:**

**SUBJECT MATTER:** Cowee Convenience & Deli

**COMMENTS/RECOMMENDATION:**

Wayne Sheffield has requested time on the agenda to discuss issues regarding Cowee Convenience & Deli and Macon County Public Health inspections.

Attachments \_\_\_\_\_ Yes  No

**Agenda Item 9B**

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** November 15, 2016

**DEPARTMENT/AGENCY:** Community Funding Pool

**SUBJECT MATTER:** Revised recommendations

**COMMENTS/RECOMMENDATION:**

Karen Wallace will return to present the revised task force recommendations for allocating the \$75,000 available from the Community Funding Pool for FY 2016-17. An updated version of the recommendations is attached.

Attachments   1   Yes        No

Agenda Item 10A

## Community Funding Pool recommendations for FY2016-17

Organization and contact information	Project funded	Recommended grant amount
<b>Arts Council of Macon County</b> Bobbie Contino, Executive Director PO Box 726, Franklin, NC 28744	Year Round Community Arts Programming	\$4,324.00
<b>Blue Ridge Mountain Health Project</b> Melanie Jonees, Executive Director PO Box 451, Cashiers, NC 28717	Dental Hygiene Program	\$1,689.00
<b>Community Care Clinic of Franklin, Inc.</b> Barbara Taylor, Executive Director 1830 Lakeside Dr., Franklin, NC 28734	Free Medical Clinic Operations	\$6,720.00
<b>Community Care Clinic of Highlands-Cashiers</b> Jerry Hermanson, Executive Director PO Box 43, Highlands, NC 28741	Prescription Medication Support	\$5,658.00
<b>Highlands Community Child Development Center</b> Joan Hicks, Business Manager PO Box 648, Highlands, NC 28741	Facility Improvements	\$6,250.00
<b>Hospice House Foundation</b> Michele Alderson, President PO Box 815, Franklin, NC 28744	Fundraising for Hospice Inpatient Facility	\$3,215.00
<b>Kids Interdisciplinary Services, Inc. (KIDS Place)</b> Alisha Ashe, Executive Director PO Box 693, Franklin, NC 28744	Child Abuse Collaborative	\$10,000.00
<b>Literacy Council of Highlands</b> Tonya Hensley, Executive Director 348 South 5 <sup>th</sup> St., Highlands, NC 28741	Franklin Tutoring Remediation	\$1,496.00
<b>Macon County CareNet</b> Don Capaforte, Executive Director 130 Bidwell St., Franklin, NC 28734	Feed the Need	\$3,271.00
<b>Macon Program for Progress</b> Vanessa Moore, Community Services Director PO Box 700, Franklin, NC 28744	Parents as Teachers Program	\$7,911.00

## Community Funding Pool recommendations for FY2016-17

Organization and contact information	Project funded	Recommended grant amount
<b>Mountain Mediation Services</b> Lorraine Williams, Executive Director PO Box 1802, Sylva, NC 28779	Macon Mediation Project	\$4,466.00
<b>REACH of Macon County</b> Andrea Anderson, Services Director PO Box 228, Franklin, NC 28744	Victim Services Project	\$10,000.00
<b>Read2Me</b> Diane Cotton, President PO Box 1362, Franklin, NC 28744	Early Literacy Initiative	\$3,894.00
<b>Teen Challenge of the Smokies</b> Michael Barres, Executive Director PO Box 2157, Franklin, NC 28744	Residential Addiction Recovery Program	\$6,106.00
<b>Total Community Funding Pool amount</b>		<b>\$75,000.00</b>

Total grant requests	22 agencies	\$153,719.00
Total available from Commissioners for CFP	14 agencies	\$75,000.00

Other agencies requesting funds not recommended by Community Funding Pool:

- \*The Bascom
- \*Boy Scouts of America (Daniel Boone Council)
- \*Center for Life Enrichment
- \*Macon County Art Association
- \*Macon New Beginnings
- \*Macon TRACS
- \*Mission Health System Foundation
- \*Smoky Mountain Pregnancy Care Center



# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** November 15, 2016

**DEPARTMENT/AGENCY:** Foundation Forward, Inc.

**SUBJECT MATTER:** Letter of Intent

### COMMENTS/RECOMMENDATION:

In this letter of intent, Foundation Forward, Inc. "affirms its intent to gift to Macon County, North Carolina a brick and cast stone Charters of Freedom Monument as displayed in The National Archives in Washington, DC." The Charters of Freedom, described as the Declaration of Independence, four pages of the United States Constitution and the Bill of Rights, would be placed under the trio of flag poles on the courthouse plaza on Main Street. A copy of the letter is attached.

Attachments   1   Yes        No

Agenda Item 10B



November 12, 2016

Macon County, North Carolina  
Mr. Derek Roland, County Manager

*Re: Macon County Charters of Freedom*

## Letter of Intent

Whereby a presentation was made by Foundation Forward, Inc. to the County Commissioners of Macon County on October 11, 2016, and the Board took the matter under consideration to vote to accept the Macon County Charters of Freedom gift from Foundation Forward. On November 12, 2016 the Macon County Board of Commissioners voted to approve the gift from Foundation Forward.

By this letter, Foundation Forward, Inc. affirms its intent to gift to Macon County, North Carolina a brick and cast stone Charters of Freedom Monument as displayed in The National Archives in Washington, D.C. to the citizens of Macon County, North Carolina.

This three-part monument will consist of The Declaration of Independence, four pages of The United State Constitution, and The Bill of Rights, to be placed under the 3 flag poles outside of the Courthouse on Main Street in Franklin, North Carolina. This setting was selected by the county for its central location in the county, high visibility and foot traffic, and easy access by school children and citizens.

All funds for this project will be kept in a bank account at Entegra Bank in Macon County, North Carolina under the account named "Foundation Forward, Inc. - Macon County Charters of Freedom." Foundation Forward will make account information and updated amounts available to the County Manager upon request. Vance and Mary Jo Patterson will make the initial deposit into the account in the amount of \$1,000 and deposits will be made to cover the costs of constructing a brick and/or cast stone monument that will be a gift to Macon County, North Carolina.

Once the site is chosen, prints are approved, and building permits granted, the construction will begin when the county decides on the ideal date, but no sooner than six weeks to eight weeks - allowing time for fabrication and other custom materials. *Targeted completion date is dependent upon availability and fabrication of materials.*

Foundation Forward, Inc.

By: *[Signature]*

Date: 11/12/2016

Title: FOUNDER

Macon County, North Carolina

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** November 15, 2016

**DEPARTMENT/AGENCY:** Emergency Services

**SUBJECT MATTER:** Update on SCC Burn Building

**COMMENTS/RECOMMENDATION:**

Emergency Services Director Warren Cabe will provide an update on the burn building at Southwestern Community College's Public Safety Training Center.

Attachments \_\_\_\_\_ Yes  No

Agenda Item 10C

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** November 15, 2016

**DEPARTMENT/AGENCY:** Parks and Recreation

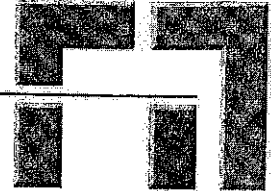
**SUBJECT MATTER:** Update on Robert C. Carpenter Community Building renovation project

**COMMENTS/RECOMMENDATION:**

The County Manager will provide details on this item at the meeting. For your information and review, a copy of the Basic Services Proposal/Scope of Work from Ritter Architecture, P.A. is attached.

Attachments   1   Yes        No

**Agenda Item 10D**



2 November 2016

**Macon County Board of County Commissioners**  
 Mr. Derek Roland, County Manager  
 5 West Main Street  
 Franklin, North Carolina 28734

P.O. Box 668  
 Franklin, NC 28744  
 Ph: 828-369-6611  
 Fax: 828-369-6619  
 tom@ritterarchitecture.com

Re: **Carpenter Community Building Renovation Project**  
 Franklin, North Carolina 28734  
 Architect's Project Number 15-91699

Dear Mr. Roland,

In response to your request, **RITTER ARCHITECTURE, P.A.** is pleased to submit this proposal for comprehensive Architectural and Engineering Services relative to the aforementioned project.

**BASIC SERVICES PROPOSAL/SCOPE OF WORK:**

Provide comprehensive Architectural and Engineering drawings, as required for Macon County permitting, for the following, itemized Scope of Work:

**General/Typical Project Notes:**

- Remove and replace existing glazing with fixed, clear glass in Flurospar #354F125 - Redwood - aluminum frames,
- Provide new cap flashing to match new window frames. (#354F125 - Redwood)
- Provide new 3 coat, Portland Cement stucco finish at entry cylinder as shown.
- Pressure clean all remaining brick surfaces.
- Provide new sidewalks to public Right-of-Way, as shown for accessibility.
- Remove extra sidewalk. (southeast corner)
- Provide new lockable door hardware, lever style, to comply with current A.D.A. Standards and Regulations.
- Repair/replace existing doors and provide new 4' x 30" fixed vision panels in all common area doors.
- Provide new metal roof structure, as shown. Color to be Redwood to match new window frames.
- Provide new push button handicapped door operator at main Building entrance and at entrance to Multi-Purpose room from interior hallway.
- Repair/replace existing sidewalk from Building Entrance out to existing asphalt parking lot.
- Provide new permanent benches, for patron waiting, at front entrance sidewalk.
- Provide new handicapped parking space and access aisle, as shown at front entry.
- Coordinate need/requirements for Building Security system with Owner.

**ROOM SPECIFIC REQUIREMENTS:**

***Multi-Purpose Room:***

**Proposed Demolition:**

- Delete commode and reclaim toilet room for supply storage.
- Remove extra wall hung lavatory from kitchen area.
- Remove folding room divider partitions.
- Remove existing exit sign from west door.
- Remove existing timer box and repair resultant walls.
- Remove existing shelves and marker boards, and repair resultant walls.

**Proposed Renovation:**

- Conceal existing projection screen with framing and drywall.
- Provide new cabinets and countertop.
- Provide new programmable thermostats.
- Provide new occupancy sensors for room.
- Relocate existing return air grille and thermostat to allow for new storage closet.
- Construct new storage room, approx. 22'-10" x 7'-0", for storage of tables and chairs.
- Repair ceiling with painted drywall trim, at locations where room dividers have been removed.
- Provide new pair of 3068 hollow metal doors, frame and locking hardware for new storage room.
- Provide new accessible exit, within storefront glazing systems, at southwest corner of room. Provide new exit sign and update fire alarm system accordingly.
- Replace all lighting lamps with equivalent L.E.D. lamps.
- Prepare and paint all interior walls, one color, as selected by Owner.
- Strip and re-seal existing terrazzo flooring.

***Gameroom:***

**Proposed Demolition:**

- Re-claim gameroom as "Business Office".

**Proposed Renovation:**

- Provide new occupancy sensor for room.
- Provide new carpet square flooring, and carpet wall base.
- Provide new false "frames" for existing mural artwork.
- Provide new L.E.D. and parabolic lighting.
- Provide new concealed projection screen to drop down from ceiling.
- Provide new wood chairrail at +/- 40" aff.
- Provide new painted wood beadboard wainscot below proposed chairrail.
- Provide new 24" x 24", tegular ceiling tile in existing suspended ceiling grid.

***Primary Hallway:***

**Proposed Demolition:**

- Remove existing drinking fountains.

**Proposed Renovation:**

- Provide new carpet square flooring and carpet wall base from lobby to multi-purpose room.
- Prepare and paint all walls.

***Craft Room:***

**Proposed Demolition:**

- Remove and rotate one (1) existing 2x4 fluorescent light fixture.

**Proposed Renovation:**

- Extend existing office partitions to ceiling.
- Provide new countertops.
- Re-paint existing cabinets.
- Provide new carpet squares flooring and carpet wall base.
- Paint all exposed walls in one color to be selected by Owner.

***Lobby:***

**Proposed Demolition:**

- Relocate vending to new vending alcove.
- Relocate hall trophy case into Lobby area.
- Relocate County Topo map into Lobby alcove.

**Proposed Renovation:**

- Provide new porcelain tile flooring and tile wall base. To be selected by Owner.
- Provide new, fixed glass into Attendant's Office.

***Rear Meeting Room:***

**Proposed Renovation:**

- Conceal existing projection screen with framing and drywall.
- Provide new occupancy sensor for room.
- Provide new v.c.t. flooring and vinyl cove wall base. To be selected by Owner.
- Construct new storage closet, as shown.
- Prepare and paint all interior walls.

***Director's Office, Rear Offices, and Rear Hallway:***

**Proposed Renovation:**

- Provide new carper squares flooring and carpet wall base.
- Prepare and paint all interior walls.

***Gymnasium:***

**Proposed Demolition:**

- Check room humidity levels before replacing floor.
- Remove existing bleachers to be re-installed.

**Proposed Renovation:**

- Replace wood flooring.
- Replace hi-bay lighting with equivalent L.E.D. lighting.
- Provide new curtain, court divider.
- Replace six (6) existing basketball goals.
- Provide additional crash mats behind basketball goals.
- Provide framed fabric panels above bleachers, on existing West brick wall.
- Re-install bleachers previously removed.

**Note:** No occupancy sensor to be provided for this room.

***Restroom Vestibule:***

**Proposed Demolition:**

- Remove existing floor tiles and tile wall base.

**Proposed Renovation:**

- Provide new porcelain tiles and tile wall base. To be selected by Owner.

***Restrooms:***

**Proposed Demolition:**

- Remove old thermostat.
- Remove all existing fixtures and toilet partitions.
- Remove existing floor tile and tile wall base.

**Proposed Renovation:**

- Re-configure restrooms as shown.
- Provide new porcelain tile floors and tile wall base. To be selected by Owner.
- Seal floor tiles.
- Add emergency lighting as shown.
- Provide all new fixtures, equipment and furnishings as shown.
- Provide new toilet partitions, shower stalls, benches, grab bars, etc, as shown.

***Building Entry Vestibule:***

**Proposed Demolition:**

- Remove existing storefront windows and doors.

**Proposed Renovation:**

- Provide new walk-off mat, as shown.
- Provide new handicapped push button door operators.
- Provide new storefront windows and doors with framing to match new window color.
- Provide new porcelain tile flooring and tile wall base. To be selected by Owner.



***Concessions Area:***

Proposed Renovation:

- Provide new cabinets and countertops.
- Repair roll-down security shutter.

***Attendant's Office, Gymnasium Hallway:***

Proposed Renovation:

- Provide new porcelain tile flooring and tile wall base. To be selected by Owner.
- Prepare and paint all interior walls.

***New Vending Alcove:***

Proposed Renovation:

- Construct new partition to divide storage room from vending alcove.
- Relocate existing pair of doors from storage room into new divider wall.
- Provide new porcelain tile flooring, and tile wall base. To be selected by Owner.
- Prepare and paint all interior walls.

***Remaining Storage Room:***

Proposed Renovation:

- Strip and re-seal existing concrete floor.
- Prepare and paint all interior walls.

***Service Area Equipment Storage, Mechanical Room, Storage Room, and Hallway:***

Proposed Renovation:

- Strip and re-seal existing concrete floors.
- Prepare and paint all interior walls.

**ADDITIONAL PROJECT REQUIREMENTS:**

All work shall be phased so as to allow the building to remain open to the public throughout the construction process. Individual areas may be closed off, while work is being completed, while the remainder of the facility is open. The ONLY exception that will be allowed will be for the restroom reconfiguring and renovations, whereas, the entire facility can be CLOSED for a MAXIMUM duration of three (3) weeks. This closure MUST be scheduled, in advance, with the closure schedule strictly enforced.

**Carpenter Community Building Renovation Project**

2 November 2016

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This renovation Project shall be designed to be completed by the General Contractor within 120 days of the date upon which Macon County awards the Contract for the same and time for the completion of the same is of the essence.

There shall be a liquidated damages provision contained in the Contract between Macon County and the General Contractor to whom the Contract for this job is awarded as a result of the formal bidding process requiring the payment of \$500.00 per day by the General Contractor to Macon County as liquidated damages for each day of failing to complete the Project within the time limited hereinabove.

Ritter Architecture, P.A., shall require all of the foregoing in the plans and specifications upon which General Contractors shall bid upon and shall likewise cause the same to be included in the Contract between Macon County and the General Contractor who is awarded the Contract for this job as a result of the formal bidding process.

Ritter Architecture, P.A., shall cause Macon County to be in compliance with the provisions of Article 8, Chapter 143 of the North Carolina General Statutes, in connection with this Project.

Ritter Architecture, P.A., shall cause the laws concerning bid bonds, payment bonds and performance bonds to be fully complied with by the General Contractor who is awarded the Contract for this job as a result of the formal bidding process.

Ritter Architecture, P.A., shall cause the following provisions to be included in the Contract awarded by Macon County to the General Contractor who is awarded the Contract for this job as a result of the formal bidding process:

- A. E-VERIFY. General Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if General Contractor utilizes a subcontractor, General Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
- B. IRAN DIVESTMENT ACT CERTIFICATION: Pursuant to N.C.G.S. 143-6A-5 (a), General Contractor must be able to truthfully certify and shall certify at the time that its bid or proposal is submitted, as well as at the time of contracting, that in accordance with the Iran Divestment Act the General Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

**IRAN DIVESTMENT ACT CERTIFICATION.** Pursuant to N.C.G.S. 143-6A-5 (a), Ritter Architecture, P.A., certifies that, at the time of contracting that in accordance with the Iran Divestment Act, Ritter Architecture, P.A. is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

Ritter Architecture, P.A. shall comply with the requirements of Article 2, of Chapter 64, of the General Statutes. Further, if Ritter Architecture, P.A. utilizes a subcontractor, Ritter Architecture, P.A. shall require the subcontractor to comply with the requirements of Article 2, of Chapter 64, of the General Statutes.

**Carpenter Community Building Renovation Project**

2 November 2016

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Ritter Architecture, P.A. shall ensure that the General Contractors who bid upon this job hold all appropriate licenses necessary to lawfully do the work specified.

Ritter Architecture, P.A. will ensure that all applicable minority business participation and historically underutilized business rules are followed in connection with the same.

Ritter Architecture, P.A. acknowledges receipt of a copy of Macon County's Minority Participation Goals and agrees to ensure that Macon County complies with the same in each request for bids, plans, specifications and Contract.

Ritter Architecture, P.A. will cooperate with Macon County and its County Attorney to provide certifications of all of the foregoing.

**Phase 1: - Production/Construction Documentation**

Architectural drawings shall consist of floor plan, finishes plan, exterior and interior elevations, sections, details, and outline specifications, as necessary to obtain the required Macon County jurisdictional approvals. The same shall include all specifications for work and materials which are not shown on the plans and which are otherwise necessary to know all of the nature and quality of the work required and all of the materials, and the types and quality thereof, which are required for the completion of the work for this renovation project.

**Phase 2: - Bidding and Negotiation**

Includes Bid document preparation, Bid processing, Bid evaluation and Bid award.

Ritter Architecture, P.A., shall review the proposed Construction Contract between Macon County and the General Contractor who is awarded the Contract, to be prepared by the General Contractor, at its sole expense, for this job as a result of the formal bidding process to insure full compliance with Article 8, Chapter 143 of the North Carolina General Statutes and the requirements of this Contract.

**Phase 3: - Construction Coordination**

Includes four (4) Architectural Application for Payment review certifications.

**BASIC COMPENSATION:**

The above-described scope of services will be provided for a lump sum fee of **Sixteen Thousand Dollars. (\$16,000.00)** broken down as follows:

<b><u>Phase 1:</u></b>	
Construction Documentation	7,000.00
<b><u>Phase 2:</u></b>	
Bidding and Negotiations	5,000.00
<b><u>Phase 3:</u></b>	
Application for Payment review/Certifications (4)	4,000.00
<b><u>Proposal Total:</u></b>	<b>\$ 16,000.00</b>

**Carpenter Community Building Renovation Project**

2 November 2016

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**PAYMENT TO ARCHITECT:**

Payment shall be considered **due upon receipt** and must be received **twenty (20) days from date of invoice**. Payments past due shall bear interest at the rate of 8% per annum from the date payment is due.

Costs for printing, mileage, long distance and cellular telephone calls, postal and non-postal handling of documents, any artistic and/or renderings, are reimbursable expenses to the Architect. These will be invoiced as a 1.15 multiplier of the direct expenses incurred by the Architect. Printing shall be provided at a cost of One Dollar and Twenty Five Cents per sheet. Notwithstanding anything to the contrary, said costs shall be invoiced as the need should arise and shall in no event exceed One Thousand Dollars, (\$ 1,000.00) without prior written consent of Macon County.

**COMPENSATION FOR ADDITIONAL SERVICES:**

For Project representation beyond Basic Services, compensation shall be computed at a rate of \$100.00/hour, determined as the need for services should arise. Additional Services shall be by written change order, signed by both parties, in advance of the performance of any additional services to be provided by same.

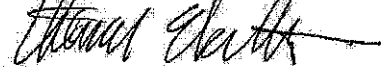
**TERMS OF PROPOSAL:**

This offer shall remain outstanding, for acceptance, for a period of thirty (30) days from the date hereof, and, once accepted, this proposal shall constitute a binding contract between Owner and Architect as more specifically described herein.

This proposal may be terminated by either party, with cause, upon seven (7) days written notice to the other party, should such party fail to perform its obligations in accordance with the terms thereof. In the event of termination, Architect shall be compensated for services performed to termination date, including miscellaneous expenses then due.

If this proposal meets with your approval, please sign on the line provided below as our authorization to proceed.

Ritter Architecture, P.A.



Thomas E. Ritter  
Architect/President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

RITTER ARCHITECTURE, P.A.

**Carpenter Community Building Renovation Project**  
2 November 2016  
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**PRE-AUDIT CERTIFICATE:**

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

This the \_\_\_\_ day of November, 2016.

\_\_\_\_\_  
Macon County Finance Officer

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** November 15, 2016

**DEPARTMENT/AGENCY:** Information Technology

**SUBJECT MATTER:** Update on broadband research

**COMMENTS/RECOMMENDATION:**

As a follow up to the discussion from last month's regular meeting, Information Technology Director Andy Muncey and GIS Analyst Wes Hall will provide an update on broadband research.

Attachments \_\_\_\_\_ Yes  No

Agenda Item 10E

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** November 15, 2016

**DEPARTMENT/AGENCY:** Administration/Human Resources

**SUBJECT MATTER:** Agreement with East Coast Risk Management

**COMMENTS/RECOMMENDATION:**

The County Manager and Human Resources Director will present a recommendation regarding an agreement with East Coast Risk Management to provide a variety of services regarding OSHA compliance, accident prevention programs, human resources, Workers Compensation and DOT compliance. A copy of the proposed agreement, which has been reviewed by the County Attorney, is attached.

Attachments   1   Yes        No

**Agenda Item 11A**

# **EAST COAST**

## **RISK MANAGEMENT**

### **AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of November, 2016 ("the Effective Date"), by and between East Coast Risk Management of North Carolina, LLC ("ECRM"), having a principal place of business located at 4909 Unicon Drive, Wake Forest, NC 27587, and Macon County, North Carolina ("the Client"), having a principal place of business located at 5 W. Main St, Franklin, NC 28734.

Now therefore, in consideration of the mutual covenants set forth herein and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

#### **1.0 Scope of Services**

**ECRM** will provide the following services to the Client.

##### **A. Recordkeeping Requirements**

**ECRM** will maintain and address all applicable OSHA record keeping programs in accordance with 29 CFR Part 1904. Examples include OSHA 300, 300A and 301 records, postings, reporting and compliance.

##### **B. OSHA Compliance Programs**

**ECRM** will conduct a detailed review of the Client's existing Safety Manual and incorporate any required changes. The manual will contain policies and procedures applicable to pertinent Accident Prevention Programs and OSHA requirements. Employee training will be performed by **ECRM** in conjunction with the Client's Safety Staff. Examples of subject matter and topics include:

- >Hazard Communications
- >Accident Investigation
- >Electrical Safety
- >Fall Protection
- >Personal Protective Equipment
- >Emergency Services OSHA Compliance
- >Driver Training
- >Emergency Response
- >Powered Industrial Truck (Forklift)
- >Heavy Construction Equipment

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### **C. Accident Prevention Programs**

**ECRM** will lead the implementation of and manage the following Accident Prevention Programs:

Certified Company Safety and Health Committee – **ECRM** will attend and “facilitate” all meetings, provide required training, documentation and communications to ensure the committee continues to receive its accreditation. Meetings and required employee training will take place on clients’ premises monthly.

Accident Investigation Program – **ECRM** will develop and implement a formal program and follow-up on each accident to focus on root causes and corrective actions.

Management Training – **ECRM** will custom develop and deliver management training focused on safety, how to enforce rules, coaching, holding employees accountable.

Project Inspection and Audit Program – **ECRM** will develop a formal Inspection and Audit program and perform documented inspections monthly.

### **D. Human Resources**

Employee Handbook - **ECRM** will review the Client’s existing employee handbook for legal compliance and sound HR policy. The Client may choose to either have the existing employee handbook modified or have a new employee handbook created.

Human Resources Consulting - **ECRM** will be available to provide professional HR consultative services on a telephonic and email basis to address traditional HR issues, including, but not limited to, FMLA, COBRA, ADA, Sexual Harassment and employee job performance. This service does not include review, comment and/or creation of any employment-related forms, documents and/or policies.

Monthly Touch Base - **ECRM** will engage in a monthly touch base via telephone with the Client for up to thirty (30) minutes to review with and advise the Client on any HR related issue and to set any priorities and schedules for any agreed to HR services pursuant to this Agreement.

Such work shall be done by **ECRM** at no additional cost to the Client.

### **E. Workers Compensation**

**ECRM** will develop and implement Post Accident and Injury Management programs including:

- Develop and manage Physician relationships – **ECRM** will develop and manage Physician relationships and oversee all communications regarding return to work issues.



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- Workers Compensation Claims Handling Procedures and Reporting Procedures – **ECRM** will develop and communicate procedures with the current WC carrier that details claim reserve practices, settlement authority issues, etc.
- Transitional Duty Program (Early Return-To-Work Program) – **ECRM** will provide all communications to company management, employees and treating physicians. Monitoring and enforcement of this program will occur on a continuous basis.
- WC Claim Management and Medical Management Assistance (Ongoing), etc. – **ECRM** will provide closely coordinated communications with the WC claims adjusters on all past as well as future workers' compensation claims.

**F. DOT Compliance Review**

ECRM will conduct an on-site DOT Compliance Review to evaluate the client's safety performance and compliance with regulations and required recordkeeping. The audit will include a review of the following:

- >DOT Audit Overview
- >Company FMCSA online SAFER Report Review
- >Operating Authority
- >General Insurance Requirements
- >Drug and Alcohol Testing Requirements
- >Driver qualification files
- >MVR Process

**G. Consultation Services**

**ECRM** agrees to be available for "on call" consultation service assistance and to act as an outside expert to provide management support and technical assistance to the Client for matters concerning all items described within the Scope of Services on a continuous basis during the term of this Agreement.

**H. Services Outside of the Scope of Services**

The following services are not provided as part of the Scope of Services of this Agreement but can be provided by ECRM upon mutual agreement of the parties for an additional fee: any on-site services on weekends or during the hours of 8:00 p.m. to 6:00 a.m. such as subcontractor services, analytical lab testing, monitoring, waste removal services, industrial hygiene, laboratory services or any associated third party fees.

**2.0 Costs**

Monthly Cost ..... \$3,000.00

This monthly cost shall be and is hereby guaranteed to the Client for a period of three (3) years.



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In addition to the monthly fee, the Client will pay ECRM for any travel or other costs or expenses incurred by ECRM in connection with the performance of services under this Agreement. Travel will be reimbursed at the applicable IRS mileage rate.

### **3.0 Invoices**

Invoices will be submitted monthly. Invoices that are not paid within thirty (30) days of the date of the invoice will incur a service charge of .66 % per month.

### **4.0 Term and Cancellation**

The initial term of this Agreement is for one (1) year from the Effective Date. The initial term may be cancelled by either party for cause with a 30-day written notice to the other party ("the Defaulting Party") if the Defaulting Party materially breaches this Agreement and such breach is not cured within 30 days after receipt of the written notice of such breach. If the initial term is not cancelled by either party, this Agreement will continue in full force and effect on all of the original terms and conditions contained herein until either party provides thirty (30) days written notice of cancellation. However, if the cause of the default is the Client's failure to make timely payments, ECRM may suspend services hereunder until all arrearages are paid.

### **5.0 Confidential Information**

The Receiving Party (i.e. the party that receives or acquires Confidential Information directly or indirectly under this Agreement) agrees that it will not disclose or otherwise make available the Confidential Information of the Disclosing Party (i.e. the party that discloses Confidential Information under this Agreement) to any third party without the prior written consent of the Disclosing Party; *provided, however*, that the Receiving Party may disclose the Confidential Information to its affiliates, officers, employees and consultants to the extent that such is required in the performance of its obligations pursuant to this Agreement. The Receiving Party also agrees that it will only use the Disclosing Party's Confidential Information for the purpose of performing its obligations under this Agreement.

If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (1) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (2) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose.

For purposes of this paragraph and this Agreement, "Confidential Information" is defined as any information that is treated as confidential by a party, including, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing. Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt



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of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE CLIENT MAY AND SHALL COMPLY WITH THE PROVISIONS OF CHAPTER 132 OF THE NORTH CAROLINA GENERAL STATUTES REGARDING PUBLIC RECORDS.

### **6.0 Proprietary Information**

In addition to the Confidential Information, the parties hereto acknowledge that ECRM has disclosed certain Proprietary Information during the course and scope of this Agreement to the Client. This information has been disclosed to enable ECRM to fulfill the Scope of Services hereunder. Propriety Information includes, but is not limited to, business concepts, plans, strategies, operating methods, training materials and any and all other ECRM materials, procedures and processes disclosed or provided to the Client. It's acknowledged by the Client that ECRM has invested considerable time and money in the research, development and expansion of this Proprietary Information. At all times during this Agreement and all times thereafter, it is acknowledged by the Client that ECRM must authorize any disclosure, reproduction or use of any and all Proprietary Information in writing prior to any such reproduction or use by the Client. The Client also acknowledges that all said Proprietary Information is owned by ECRM.

THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE CLIENT MAY AND SHALL COMPLY WITH THE PROVISIONS OF CHAPTER 132 OF THE NORTH CAROLINA GENERAL STATUTES REGARDING PUBLIC RECORDS.

### **7.0 Non-Solicitation of ECRM Employees**

The Client agrees that it will not, without the express written consent of ECRM, at any time during the term of this Agreement and for a period of twelve (12) months thereafter, directly or indirectly as a company, an individual, officer, director, employee, investor or in any other capacity, solicit or attempt to divert, hire, retain or encourage to leave the employment of ECRM any current employee of ECRM or any employee of ECRM who has left ECRM's employment within the last twelve (12) months prior to the Client's solicitation to hire or retain. It is acknowledged by both parties that Client's failure to adhere to this provision of the Agreement would cause ECRM substantial harm and it would be difficult, if not impossible, to determine a basis for economic recovery therefore. Accordingly, it is agreed that liquidated damages represent a fair, reasonable basis for actual recovery of damages against the Client by ECRM for a breach of this provision. Therefore, in the event that it is determined by a court of law that the Client breached this provision of the Agreement, Client agrees it will be liable to ECRM for liquidated damages in the amount of twenty-five (25%) of the employee's current salary. In the event that the employee is no longer employed at ECRM at the time damages are assessed by



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the court, it is agreed that liquidated damages will be calculated at twenty-five (25%) of the employee's salary at the time of termination. The parties agree that nothing in this section limits the ability of ECRM to obtain injunctive relief or any other remedy at law or equity as appropriate.

#### **8.0 Attorneys' Fees and Costs**

If either party institutes any legal suit, action or proceeding against the other party to enforce this Agreement, the prevailing party in the suit, action or proceeding is entitled to receive, and the non-prevailing party shall pay, the costs and expenses incurred by the prevailing party in conducting the suit, action or proceeding, including reasonable attorneys' fees.

#### **9.0 Limitation of Liability**

ECRM will not be liable to the Client or to any third party for any loss of use, revenue or profit or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not the Client has been advised of the possibility of such damages; *provided, however*, that this Section will not apply to a breach of Section 5.0 (Confidentiality) or ECRM's obligation to pay Attorneys' Fees as set forth in Section 8.0. In addition, ECRM will not be liable to the Client for any type of regulatory compliance violation fine imposed on the Client by any government entity. However, ECRM will be liable to the Client for actual or direct breach of contract damages as determined by a court of law.

#### **10.0 Indemnification**

ECRM shall defend, indemnify and hold harmless the Client, its employees, successors and permitted assigns from and against all losses, including reasonable attorneys' fees, arising out of or resulting from any third party claim, suit, action or proceeding arising out of or resulting from bodily injury, death of any person or damage to real or tangible personal property which results solely from the negligent acts or omissions of ECRM.

The Client shall defend, indemnify and hold harmless ECRM, its affiliates, officers, directors, employees, successors and permitted assigns from and against all losses, including reasonable attorneys' fees, arising out of or resulting from any third party claim, suit, action or proceeding arising out of or resulting from bodily injury, death of any person or damage to real or tangible personal property which result from a negligent act or omission of the Client.

#### **11.0 Survival**

The rights and obligations of the parties set forth in Section 5.0 (Confidentiality), 6.0 (Proprietary Information) and 7.0 (Non-Solicitation) will survive termination or expiration of this Agreement.



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## 12.0 Client Responsibilities

The Client or its authorized representatives will provide ECRM with all information and access to facilities requested by ECRM to enable ECRM to provide the services agreed to in this Agreement. The Client will designate a representative to coordinate with ECRM with respect to any agreed upon service. In addition, when ECRM is requested to provide any service that involves a regulatory compliance issue, such as consulting advice, a training program or a written plan, policy or procedure, the Client will ensure that a representative is designated that has the knowledge, time and resources to provide ECRM with complete and accurate information on facility operations, procedures and all other relevant details to ensure that such are considered and/or incorporated into the advice, training program or written plan, policy or procedure.

## 13.0 Independent Contractor

ECRM and the Client agree that ECRM will act as an Independent Contractor in the performance of services pursuant to this Agreement. Accordingly, ECRM shall be responsible for the payment of all taxes, including federal, state and local arising out of ECRM's services in accordance with this Agreement. During any of its contacts with third parties, no employee of ECRM will identify himself or herself as an employee of the Client.

## 14.0 Miscellaneous

- (a) Disclosure: The existence of and terms contained in this Agreement shall not be disclosed outside the Client's business and shall not be duplicated, used or disclosed in whole or in part for any purpose outside of the Client's business unless authorized by ECRM.
- (b) Complete Agreement: This Agreement represents the complete agreement between the parties hereto with respect to the subject matter contained herein.
- (c) Amendments: Any and all amendments to the terms of this Agreement must be made in writing and agreed to by both parties.
- (d) Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- (e) Governing Law, Mandatory Choice of Forum and Consent to Personal Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina, without reference to principles of conflict of laws. Any legal suit, action or proceeding arising out of or related to this Agreement shall be instituted exclusively in the courts of the State of North Carolina. Both parties expressly consent to the jurisdiction of such courts. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. Each party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions in any manner provided by law. Lastly, each party



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submits and specifically consents to personal jurisdiction in the courts of the state of North Carolina and hereby waives any objection based upon personal jurisdiction or forum non conveniens.

- (f) E-Verify: ECRM shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if ECRM utilizes a subcontractor, ECRM shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
- (g) Iran Divestment Act Certification: Pursuant to N.C.G.S. 143-6A-5(a), ECRM does hereby truthfully certify that at the time that its bid or proposal is submitted as well as at the time of contracting that in accordance with the Iran Divestment Act that ECRM is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.
- (h) No Waiver.
  - (a) No Oral Waivers. No waiver under this Agreement is effective unless it is in writing (excluding an email), identified as a waiver to this Agreement and signed by an authorized representative of the party waiving its right.
  - (b) Waiver Only for Specific Instance and Purpose. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion.
  - (c) Failure, Delay and Course of Dealing Not a Waiver. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege or condition arising from this Agreement:
    - (i) any failure or delay in exercising any right, remedy, power or privilege or in enforcing any condition under this Agreement; or
    - (ii) any act, omission or course of dealing between the parties.

AND NOW, intending to be legally bound hereby, the parties hereto have caused this Agreement to be executed as of the Effective Date indicated above.

EAST COAST RISK MANAGEMENT OF NORTH CAROLINA, LLC

By: Michael Lukart Digitally signed by Michael Lukart  
Date: 2016.11.08 16:03:44 -05'00'  
Title: President  
Date: 11/08/2016

MACON COUNTY, NORTH CAROLINA

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



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Pre-Audit Certificate:

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

\_\_\_\_\_  
Macon County Finance Officer



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**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE: November 15, 2016**

**DEPARTMENT/AGENCY: EMS**

**SUBJECT MATTER: Billing Contract**

**COMMENTS/RECOMMENDATION:**

**Emergency Services Director Warren Cabe will ask the board for:**

- A. Consideration of modification of the ambulance billing contract, extending the term to December 31, 2016. A copy of the Modification of Service Agreement is attached.**
- B. Consideration of ambulance billing contract beginning with initial term effective January 1, 2017.**

Attachments   1   Yes        No

Agenda Item 11B (1)

STATE OF NORTH CAROLINA  
COUNTY OF MACON

**MODIFICATION OF SERVICE AGREEMENT - AMBULANCE TRANSPORT BILLING**

THIS Modification of Service Agreement - Ambulance Transport Billing is made and entered into this the \_\_\_ day of November, 2016, by and between Macon County, a North Carolina County and Body Politic, hereinafter referred to as "County", and Credit Bureau Systems, Inc., a \_\_\_\_\_ business corporation, hereinafter referred to as "CBS".

WITNESSETH:

THAT WHEREAS, National Reimbursement Group, Inc., a Georgia Corporation, did on or about February 3, 2011, enter into a Service Agreement - Ambulance Transport Billing with Macon County, North Carolina, a copy of which is attached hereto as Exhibit 1; and

WHEREAS, National Reimbursement Group, Inc., was merged into CBS and said Service Agreement - Ambulance Transport Billing was assigned to CBS in or around November 23, 2015, and CBS thereby undertook to perform all of the duties of National Reimbursement Group, Inc., under the terms of said Service Agreement - Ambulance Transport Billing and the Exhibits thereto; and

WHEREAS, by its written terms, such Service Agreement - Ambulance Transport Billing would have expired on or about February 3, 2016, but the parties hereto did through their actions and course of dealing continue their business dealings with one another in accordance with the terms of said Service Agreement - Ambulance Transport Billing and Exhibits thereto; and

WHEREAS, the parties hereto now desire to modify such Service Agreement - Ambulance Transport Billing and the Exhibits thereto and their course of dealings as set forth hereinbelow.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREINAFTER, THE PARTIES HERETO DO MODIFY THE SERVICE AGREEMENT - AMBULANCE TRANSPORT BILLING AND EXHIBITS THERETO, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT 1 AND THEIR COURSE OF DEALING AS FOLLOWS:

1. That CBS warrants unto County that National Reimbursement Group, Inc., was merged into CBS, that the Service Agreement - Ambulance Transport Billing and Exhibits thereto, a copy of which is attached hereto as Exhibit 1, was assigned to CBS by National Reimbursement Group, Inc., in or around November 23, 2015, that CBS thereby undertook to perform all of the duties of National Reimbursement Group, Inc., under the terms of said

Service Agreement - Ambulance Transport Billing and the Exhibits thereto and that it does hereby further undertake and agree to perform the same as modified herein;

2. That CBS warrants that it has the authority to enter into this Modification of Service Agreement - Ambulance Transport Billing;
3. That County and CBS agree, affirm and ratify that such parties have, through their actions and course of dealing, continued their business dealings with one another in accordance with the terms of the Service Agreement - Ambulance Transport Billing and Exhibits thereto, a copy of which is attached hereto as Exhibit 1, since February 3, 2016, through and including this date;
4. That the parties agree that the business dealings of the parties hereto shall continue until December 31, 2016, in accordance with the terms of the Service Agreement - Ambulance Transport Billing and Exhibits thereto, a copy of which is attached hereto as Exhibit 1, as modified herein;
5. That the parties hereto do hereby agree to end and cancel all business dealings under the Service Agreement - Ambulance Transport Billing and Exhibits thereto, a copy of which is attached hereto as Exhibit 1, and their actions and course of dealing regarding the same, as aforesaid, on December 31, 2016;
6. That between now and the date hereof, the parties hereto will cooperate with one another in good faith in order to wind up the business dealings between the parties hereto;
7. That on or before, December 31, 2016, CBS shall return all uncollected accounts of County unto County;
8. IRAN DIVESTMENT ACT CERTIFICATION. Pursuant to N.C.G.S 143-6A-5 (a), CBS does hereby certify as of the time of contracting that in accordance with the Iran Divestment Act the CBS is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4;
9. E-VERIFY. CBS shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CBS utilizes a subcontractor, CBS shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes;
10. That except as so modified, the terms and conditions of the Service Agreement - Ambulance Transport Billing and Exhibits thereto, a copy of which is attached hereto as Exhibit 1, shall remain in effect until December 31, 2016; and
11. That notwithstanding anything to the contrary contained herein, at the end of the business relationship of the parties on December 31, 2016, CBS agrees to and shall thereafter continue

to comply with the Confidentiality of Information requirements contained in the Service Agreement - Ambulance Transport Billing and Exhibits thereto, a copy of which is attached hereto as Exhibit 1 and all HIPPA requirements concerning information provided unto it and National Reimbursement Group, Inc., by County in connection with the Service Agreement - Ambulance Transport Billing and Exhibits thereto, a copy of which is attached hereto as Exhibit 1 and the parties course of dealing.

Macon County

By: \_\_\_\_\_  
Authorized Representative

Credit Bureau Systems, Inc.

By: \_\_\_\_\_  
Authorized Representative

#### PREAUDIT CERTIFICATE

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

\_\_\_\_\_  
Macon County Finance Officer

# EXHIBIT 1

## SERVICE AGREEMENT – AMBULANCE TRANSPORT BILLING

THIS AGREEMENT made the 3 day of February 2011, by and between **National Reimbursement Group, INC.**, a Georgia corporation having its principal place of business in **MACON, Georgia**, hereinafter called "**NRG**", and the **MACON County Government of Franklin, North Carolina** hereinafter called "**MACON**."

### ARTICLE ONE

#### Services to Be Provided

- (a) **Processing of Claims.** On claims NRG is to process, NRG will receive through an electronic upload through NRG's secure website a daily batch of ePCR claims from the EMSCharts system. This file will include all data elements needed for NRG to bill claims. MACON guarantees that transport data sent to NRG is accurate to the best of their knowledge and no information has been falsified to the best of their knowledge. MACON will gather and forward additional appropriate information to NRG as requested for transport validation. NRG will, based on such documents, process MACON's claims for payment from persons transported and their insurers within five (5) business days of delivery by MACON to NRG of patient record. Such processing shall include efforts in conjunction with MACON for verification of information as to name, address, and insurer, filing insurance claims, filing third party reimbursement claims and a follow-up of such claims all in a manner calculated to produce an expeditious processing of same and prompt payment to MACON.
- (b) **Collection and Remittal.** NRG will collect all payments from persons transported, insured, or other third party benefit providers to MACON and promptly deposit payments into MACON's bank account at Wachovia Bank. The documentation for the payment will then be forwarded to MACON.
- (c) **Collection Agency.** MACON will employ a Bad Debt Collection Agency under a separate contract. The contract will be between MACON and the collection agency, with NRG following the pre-defined processes set up by MACON that determine which accounts go to Collections. NRG will work with any collection agency contracted by MACON regarding claim filing, payment received, and claim re-filing.

### ARTICLE TWO

**Compensation**

- (a) NRG shall receive as compensation for processing, handling and collecting the ambulance service claims of MACON a fee set out in a schedule attached hereto as Exhibit B.
- (b) MACON shall pay the per claim amount due for all claims turned over to NRG promptly in accordance with the terms sets out in Exhibit B.

**ARTICLE THREE**  
**Monthly Reports**

NRG shall submit to the MACON the following reports on the 10<sup>th</sup> calendar day of each month for the preceding month's work:

1. Credit Summary
2. Credit Detail
3. Revenue Summary
4. Revenue Detail
5. Accounts Receivable Summary
6. Accounts Receivable Detail
7. Monthly Operating Metrics
8. Fiscal/Calendar Year reports
9. Any other pre-defined reports that MACON wishes to receive on a regular basis

MACON will be given three (3) free programming/reporting hours each month for additional reports. Any reporting requirements above three (3) hours will be billed at \$100 per hour.

**ARTICLE FOUR**  
**Right to Reject Accounts**

NRG shall have the right to reject any account submitted to it for processing and collection for any reason it may deem inappropriate. Should NRG reject any such account or accounts, the documents associated with same shall be promptly returned to MACON.

**ARTICLE FIVE**  
**Confidentiality of Information**

All information, whether documentary or electronic in character, supplied to NRG by MACON and all information obtained by NRG in processing and collecting accounts for MACON will be held to be confidential and private and will not be disclosed by NRG to anyone, other than a collection agency, insurer or third party benefit provider without the express written permission of MACON.

All information, whether documentary or electronic in character, supplied to MACON by NRG, is for the sole purpose of use by MACON. MACON will only transfer this information to third party sources when expressly approved by NRG or when required by governing laws.

**ARTICLE SIX**  
**HIPAA Contract**

By signing Exhibit C, MACON authorizes NRG to maintain and process Protected Health Information on MACON's behalf.

**ARTICLE SEVEN**  
**Duration**

This Agreement shall be effective on 3, February 2011, and shall extend until 3, February of 2014. The Agreement shall then renew one (1) year extensions for an additional two (2) years.

**ARTICLE EIGHT**  
**Termination**

The provisions of Article Seven notwithstanding, this Agreement may be terminated by either party at any time on ninety (90) days written notice to the other party. Should NRG elect to terminate the contract, MACON has assurance that all claims for the final ninety (90) days of the contract will be processed to

completion. Should MACON elect to terminate the contract and cease billing activities with NRG, NRG is entitled to the average monthly payment to NRG by MACON for the preceding twelve (12) months for the final three (3) months of the contract or the normal charge as set forth in Article B, whichever is greater.

**ARTICLE NINE**  
**Entire Agreement**

This contract contains the complete and entire agreement of parties superseding all previous agreement and oral representations. The parties stipulate that neither of them has made any representation with respect to the subject matter hereof not incorporated herein. No waiver or modification of this agreement shall be valid unless in writing duly executed by the parties.

**ARTICLE TEN**  
**Change of Law or Facts**

All parties hereto expressly acknowledge that other, new or supplemental information or causes of action that either may or may not exist or that may arise or become known in the future could cause them to evaluate the underlying facts or their positions differently than they have been evaluated as of the date of this Agreement. Each party expressly agrees, and specifically assumes the risk, that if facts with respect to the matters covered by this Agreement are found hereafter to be other than, in addition to, or different from, the facts now believed or assumed to be true by either or all parties, this Agreement shall nonetheless remain in full force and effect.

**ARTICLE ELEVEN**  
**Non-Reliance**

No party hereto relies or has relied on any statement, representation, omission, inducement or promise of any other party (or any officer, agent, employee, representative or attorney for any other party) in executing this Agreement, except as expressly provided for herein.

**ARTICLE TWELVE**  
**Additional Documents**

All Parties agree to cooperate fully and to execute any and all supplementary documents and take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.



**ARTICLE THIRTEEN**  
**Entire Agreement and Successors in Interest**

This Agreement contains the entire agreement between MACON and NRG with regard to the matters set forth in it and shall be binding upon the executors, administrators, successors and assigns of NRG. It is expressly understood by the parties hereto that all terms of this Agreement are contractual and not merely a recital.

**ARTICLE FOURTEEN**  
**Governing Law**

This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of North Carolina, including the probate laws of the State of North Carolina.

**ARTICLE FIFTEEN**  
**Ongoing Training**

NRG will provide to MACON ongoing training on a schedule set by MACON. The schedule will be set one month in advance and NRG will be provided with two days for the training. NRG will then select one day and notify MACON of the day that works best for NRG.

Effectiveness

This Agreement shall become effective immediately following execution by the parties listed below.

National Reimbursement Group, INC.

By: [Signature] \_\_\_\_\_  
Title

Attest: [Signature] \_\_\_\_\_

MACON County Government

By: [Signature] \_\_\_\_\_ County manager  
Title

Attest: [Signature] \_\_\_\_\_

**EXHIBIT A**

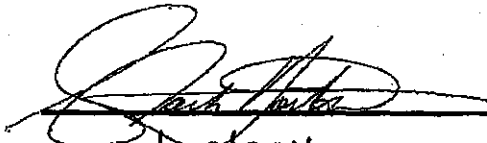
MACON will electronically submit data to NRG each working day to assure timely billing of claims.

Additionally, MACON will make reasonable efforts to obtain all necessary information to affect this processing as determined by NRG, including but not being limited to:

- Patient Full Name
- Patient Social Security Number
- Patient Billing Address
- Patient Phone Number
- Patient Billing Coverage

NRG will collect all payments from persons transported, insured, or other third party benefit providers to MACON and promptly deposit payments into MACON's bank account at Wachovia Bank. The documentation for the payment will then be forwarded to MACON.

Accepted For MACON

  
\_\_\_\_\_

County Manager  
\_\_\_\_\_

Title

Date

02/07/2011  
\_\_\_\_\_

Accepted For NRG

  
\_\_\_\_\_

Date

2-3-11  
\_\_\_\_\_

**EXHIBIT B**

Compensation to NRG by MACON for AR management and Billing will be as follows:

Revenue Cycle Fee:

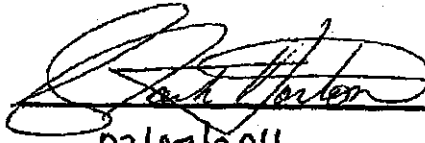
1. 4.9% of all cash collected for ambulance transports.

Credit Card Processing:

2. NRG will charge MACON 3% of all money paid by credit cards on MACON accounts. This will be a separate line item

MACON will be billed on a monthly basis for all claims processed in prior month. MACON will remit payment to NRG on receipt of invoice. If payment is not postmarked by thirty (30) days from receipt, a 1.5% monthly charge will be incurred by MACON for every thirty (30) day period or fraction thereof that payment is overdue until payment is postmarked to NRG.

Accepted For MACON

 County Manager  
\_\_\_\_\_ Title

Date

02/07/2011  
\_\_\_\_\_

Accepted For NRG

  
\_\_\_\_\_

Date

2-3-11  
\_\_\_\_\_

## EXHIBIT C

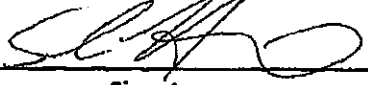
### Business Associate Contract – MACON COUNTY GOVERNMENT

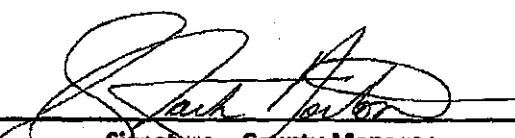
1. MACON COUNTY GOVERNMENT shall carry out its obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 101-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended (“HIPAA”), to protect the privacy of any personally identifiable protected health information (“PHI”) that is collected, processed or learned as a result of the Billing Services provided hereunder. In conformity therewith, MACON COUNTY GOVERNMENT agrees that it will:
  - a. Not use or further disclose PHI except as permitted under this Agreement or required by law;
  - b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
  - c. To mitigate, to the extent practicable, any harmful effect that is known to MACON COUNTY GOVERNMENT of a use or disclosure of PHI by the MACON COUNTY GOVERNMENT in violation of this Agreement;
  - d. Report to National Reimbursement Group, Inc. any use or disclosure of PHI not provided for by this Agreement of which MACON COUNTY GOVERNMENT becomes aware;
  - e. Ensure that any agents or subcontractors to whom MACON COUNTY GOVERNMENT provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to MACON COUNTY GOVERNMENT with respect to such PHI;
  - f. Make PHI available to National Reimbursement Group, Inc. and to the individual who has a right to access as required under HIPAA within 30 days of the request by National Reimbursement Group, Inc. or the individual;
  - g. Incorporate any amendments to PHI when notified to do so by National Reimbursement Group, Inc.;
  - h. Provide an accounting of all uses or disclosures of PHI made by MACON COUNTY GOVERNMENT as required under the HIPAA Privacy Rule within 60 days;
  - i. Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining MACON COUNTY GOVERNMENT’s and National Reimbursement Group, Inc.’s compliance with HIPAA; and
  - j. At the termination of this Agreement, return or destroy all PHI received from, or created or received by MACON COUNTY GOVERNMENT on behalf of National Reimbursement Group, Inc., and if return is infeasible, the protections of this agreement will extend to such PHI.

2. The specific uses and disclosures of PHI that may be made by MACON COUNTY GOVERNMENT on behalf of National Reimbursement Group, Inc. Include:

- a. The preparation of Invoices to patients, carriers, insurers and other responsible for payment or reimbursement of the services provided by National Reimbursement Group, Inc. to its patients;
- b. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
- c. The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by National Reimbursement Group, Inc. to its patients or to appeal denials of payment for the same;
- d. Uses required for the proper management of the MACON COUNTY GOVERNMENT as a business associate; and
- e. Other uses or disclosures of PHI as permitted by the HIPAA Privacy Rule.

3. Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by National Reimbursement Group, Inc., in its sole discretion, if National Reimbursement Group, Inc. determines that MACON COUNTY GOVERNMENT has violated a term or provision of this Agreement pertaining to National Reimbursement Group, Inc.'s obligations under the HIPAA privacy rule, or if MACON COUNTY GOVERNMENT engages in conduct which would, if committed by National Reimbursement Group, Inc. would result in a violation of the HIPAA Privacy Rule by National Reimbursement Group, Inc.

  
\_\_\_\_\_  
Signature Date  
National Reimbursement Group, Inc. Representative

  
\_\_\_\_\_  
Signature - County Manager Date  
MACON County Government Representative

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** November 15, 2016

**DEPARTMENT/AGENCY:** 9-1-1, EMS

**SUBJECT MATTER:** FEMA FY2016 Assistance to Firefighters Grant

### COMMENTS/RECOMMENDATION:

Mr. Cabe is requesting approval of a grant application for Macon County EMS, in collaboration with Macon County Fire Departments, for funds to upgrade the emergency communications system as a joint project between EMS and the local fire departments. Macon County has established a capital project fund to complete this project with \$100,000 pledged for an allocation of subscriber units (portable, mobile radios) for the fire departments. This grant will allow the pledged amount to be leveraged as the 10 percent local match for this grant and replace all subscriber units for all fire departments and EMS to make them compatible with a new communications system.

Attachments \_\_\_\_\_ Yes  No

Agenda Item 11B(2)

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** November 15, 2016

**DEPARTMENT/AGENCY:** Transit

**SUBJECT MATTER:** Resolutions

**COMMENTS/RECOMMENDATION:**

Transit Director Kim Angel will be seeking the board's approval regarding two resolutions. (1) The first resolution authorizes the county to enter into an agreement with NCDOT "to assist in the funding of deviated fixed route service." Per Ms. Angel, this is an extension of an existing contract for operating funds that, in part, support one of the Mountain Gem routes. A copy of the resolution is attached. (2) The second resolution, which is not attached, involves adding Graham County and Mountain Projects (Haywood County) to the previously approved SoNCVet project. Ms. Angel and the County Attorney can provide more details at the meeting

Attachments   1   Yes        No

Agenda Item 11C (1) and (2)



RESOLUTION  
AUTHORIZING **MACON COUNTY**  
TO ENTER INTO AN AGREEMENT WITH  
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

A motion was made by **(name and title)** and seconded by **(name and title)** for adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Macon County has requested the North Carolina Department of Transportation to assist in the funding of deviated fixed route service provided using Macon County Transit fleet vehicles; and

WHEREAS, Macon County will provide 50% of the cost of the above described project;

NOW THEREFORE, BE IT RESOLVED that the *County Manager* is hereby authorized to enter into a contract with the Department of Transportation and execute all agreements and contracts with the North Carolina Department of Transportation, Public Transportation Division.

.....  
I, Michael A. Decker, Deputy Clerk to the Board, do hereby certify that the above is a true and correct copy of an excerpt for the minutes of a meeting of the Macon County Board of Commissioners duly held on the 8th day of November, 2016.

\_\_\_\_\_  
Signature of Certifying Official

\* the official authorized to enter onto agreement **SHOULD NOT** sign the resolution.

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** November 15, 2016

**DEPARTMENT/AGENCY:** Public Health

**SUBJECT MATTER:** Fee changes

**COMMENTS/RECOMMENDATION:**

Tammy Keezer with Macon County Public Health will present the attached list of proposed fee changes for the board's consideration.

Attachments   1   Yes        No

Agenda Item 11D(1)

CPT	Description	Proposed Fee Approved by BOH 10/25/16
	<b>Lab Fees</b>	
87804	Rapid Flu	30.00
86790	Chikungunga, IgG, IgM	144.00
86790	Zika IgM	95.00
86790	West Nile, IgM	73.00
86790	West Nile IgG	71.00
86790	West Nile IgG, IgM	99.00
86790	Dengue IgM	71.00
86790	Dengue IgG	71.00
86790	Dengue IgG, IgM	99.00
87798	Chikungunga RNA quad	223.00
87798	Zika Comprehensive PCR	670.00
	<b>Vaccine Fees</b>	
90621	Meningococcal Group B	160.00
90744	Hep B Pediatric	37.00
90700	DtaP	25.00
90636	Twinrix	70.00
90651	Gardasil 9	175.00
90732	Pneumococcal	83.00
90710	ProQuad (MMRV)	182.00
90736	Zostavax	209.00
90716	Varivax (Varicella)	111.00
90691	Typhoid Vaccine	98.00
	<b>Animal Services Fees</b>	
	Adoption - Special Event (Festival, Fair, Holiday approved event) - Cat	20.00
	Adoption - Special Event (Festival, Fair, Holiday approved event) - Dog	30.00
	Adoption - Overpopulation - Cat	10.00
	Adoption - Overpopulation - Dog	20.00
	Adoption - Sponsored Event - fee set by sponsor	Fee set by sponsor
	Boarding fee (per day after notification)	10.00

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** November 15, 2016

**DEPARTMENT/AGENCY:** Public Health

**SUBJECT MATTER:** Regional Diabetes Prevention Grant

**COMMENTS/RECOMMENDATION:**

Please see the attached memo from Public Health Center Director Jim Bruckner on this topic. Mrs. Keezer will be at the meeting to provide additional details and to answer questions.

Attachments   1   Yes        No

Agenda Item 11D(2)

**Macon County Health Department is seeking Board of County Commissioners approval to take the lead in a regional Minority Prediabetes Prevention Program (MDPP).**

The MDPP is intended to be a regional collaborative. To receive the funding, each region must form a multi-county collaborative that can engage, screen and deliver the program to minority communities within its region. The Region 1 Health Directors have asked Macon County to take the lead since it is already the lead for MountainWise Regional Collaborative and regional Tobacco Use Policy initiative. Public Health Region 1 is made up of Macon, Clay, Cherokee, Graham, Swain, Jackson, Haywood and Transylvania Counties.

This initiative and Macon County Health Department being the lead county for this region was approved by the Board of Health at their October 25, 2016 meeting.

There is no county funding requirement for this project. All funding for this collaborative will come from the NC Division of Public Health. This is a one year funding initiative with potential for additional years based on the outcomes of the program.

The role of the regional lead agency is to coordinate efforts and provide infrastructure for the funding and focus on collaborations with community organizations and local government agencies to implement the diabetes prevention program.

The objectives of the funding allow for a regional coordinator to be hired who will work with the MountainWise Team already in place. This position will be hired through the NC Alliance for Public Health Agencies as is all staff of the MountainWise Project.

**A little about prediabetes:**

- About 1 out of 3 American adults has prediabetes and many don't even know it - that's 86 million people.
- People with prediabetes are at higher risk of developing type 2 diabetes.
- Type 2 diabetes puts people at risk for many serious health problems, including:
  - Heart attack
  - Stroke
  - Blindness
  - Kidney failure
  - Loss of toes, feet, or legs
- Type 2 diabetes can be prevented.
  - CDC-recognized diabetes prevention lifestyle change programs can help people prevent or delay type 2 diabetes and improve their overall health.

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** November 15, 2016

**DEPARTMENT/AGENCY:** Public Health

**SUBJECT MATTER:** Program funding change at state level  
regarding federal Title X

**COMMENTS/RECOMMENDATION:**

Please see the attached memo from Mr. Bruckner, and Mrs. Keezer will be available for details and questions.

Attachments   1   Yes        No

Agenda Item 11D(3)

**Macon County Health Department is seeking Board of County Commissioners approval to apply to the state for Family Planning Title X and Women's Health Service fund dollars.**

This service and Macon County Health Departments applying for these funds was approved by the Board of Health at their October 25, 2016 meeting.

Until this year these funds were distributed directly to local health department by the state as sub-recipients of the federal funds. Up until this fiscal year Macon has received approximately \$29,000 annually to fund these services for women of childbearing age in Macon County. Through this grant we are eligible for a similar amount of funding.

**This RFA for Family Planning Title X and Women's Health Service fund dollars for FY18 – FY20.**

The NC Family Planning Program is a program for low income women and men that provides three-year annually renewable grant awards to provide clinical and educational services to prevent pregnancy throughout North Carolina. The Family Planning Program is administered by the Family Planning and Reproductive Health Unit of the North Carolina Department of Health and Human Services, Division of Public Health, Women's and Children's Health Section, Women's Health Branch.

#### **Title X Federal Funding**

The Title X Family Planning program was enacted in 1970 as Title X of the Public Health Service Act. The program is designed to provide comprehensive family planning services to all who want and need them, with priority given to persons from low-income families.

Title X services include the delivery of related preventive health services, including patient education and counseling; physical examinations; laboratory testing; basic infertility services; cervical and breast cancer screening; sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, treatment and referral; and pregnancy diagnosis and counseling.

#### **Women's Health Service Funds:**

Women's Health Service Funds are state appropriated funding that may be used to purchase long acting reversible contraception (LARC) such as intrauterine devices and implants for non-Medicaid eligible women. The Family Planning (FP) Program is administered by the Family Planning and Reproductive Health Unit of the North Carolina Department of Health and Human Services, Division of Public Health, Women's and Children's Health Section, Women's Health Branch.

#### **Future Family Planning Title X and Women's Health Service fund dollars**

Future funding will be handled through an RFA process and awards made on an annual basis for a project period of three (3) years, contingent upon contract compliance, project performance, and availability of funding.

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** November 15, 2016

**DEPARTMENT/AGENCY:** Multi-Purpose Group Home

**SUBJECT MATTER:** Roof replacement

**COMMENTS/RECOMMENDATION:**

Please see the attached e-mail from Venecia Carr with the North Carolina Department of Public Safety requesting authorization to replace the roof on the Multi Purpose Group Home located at 1950 Lakeside Drive in Franklin at no expense to the county.

Attachments   1   Yes        No

Agenda Item 11E



## Mike Decker

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**From:** Derek Roland <droland@maconnc.org>  
**Sent:** Tuesday, November 08, 2016 11:57 AM  
**To:** Mike Decker  
**Subject:** FW: Macon County Roof Replacement - Request for Authorization

Mike,

Here is another agenda item (see email below)

Thanks,

Derek C. Roland  
Macon County Manager  
5 W. Main St.  
Franklin, NC 28734  
(828)-349-2022

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**From:** Carr, Venecia [<mailto:venecia.carr@ncdps.gov>]  
**Sent:** Tuesday, October 18, 2016 3:21 PM  
**To:** [droland@maconnc.org](mailto:droland@maconnc.org)  
**Cc:** Monroe, Nancy; Hoggard, Pam; Partin, Lisa; Shannon Tuzo; MaconPM  
**Subject:** Macon County Roof Replacement - Request for Authorization

Greetings Mr. Roland:

It was a pleasure speaking with you earlier today regarding the Macon Co. Multi-Purpose Group Home located at 1950 Lakeside Drive in Franklin. Per our discussion, the Department of Public Safety-Division of Adult Correction and Juvenile Justice, Juvenile Community Programs Section (DPS) is seeking approval to replace the roof in the upcoming months.

Pursuant to the terms of the lease agreement (Section 4B), Lessor will not spend more than \$25,000 in annual repairs. If any repair exceeds this amount and the County will not agree to repair, the State has the right to terminate the lease with a six (6) month written notice or earlier if the repair makes the premises uninhabitable.

To that end, DPS is seeking approval from the Macon County Manager and the Macon County Board of Commissioners to replace the roof at the Macon Co. Multi-Purpose Group Home at no expense to the county. Per Deputy Commissioner, William Lassiter DPS will cover all costs associated with the roof replacement. As shared during our conversation, the DPS Engineering Division will oversee all aspects of the required project and designate a Project Manager to ensure all work meets local and state building code regulations.

I appreciate you bringing this matter to the attention of the Board of Commissioners at the November 8<sup>th</sup> meeting. I look forward to hearing from you soon.

In the event you have questions, please do not hesitate to contact me via phone/email.

Regards,

*Venecia Carr, MPA*

Juvenile Community Programs State Contracts Administrator

North Carolina Department of Public Safety

Division of Adult Correction and Juvenile Justice

4212 Mail Service Center

Raleigh, North Carolina 27699-4212

Office: 919.324.6397

Mobile: 919.208.0193

Fax: 919.715.2165

[Venecia.Carr@ncdps.gov](mailto:Venecia.Carr@ncdps.gov)

[www.ncdps.gov](http://www.ncdps.gov)

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Email correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized state official.

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** November 15, 2016

**DEPARTMENT/AGENCY:** Administration

**SUBJECT MATTER:** Consideration of community club renovation projects

**COMMENTS/RECOMMENDATION:**

The County Manager will provide more information at the meeting.

Attachments \_\_\_\_\_ Yes  No

**Agenda Item 11F**

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** November 15, 2016

**DEPARTMENT/AGENCY:** Human Resources

**SUBJECT MATTER:** 2017 Holiday Schedule

**COMMENTS/RECOMMENDATION:**

Please see the attached schedule, which as in years past follows the approved North Carolina Office of State Human Resources schedule.

Attachments   1   Yes        No

**Agenda Item 11G**

## Macon County 2017 Holiday Schedule

<u>Holiday</u>	<u>Observance Date</u>	<u>Day of Work</u>
New Year's Day	January 2, 2017	Monday
Martin Luther King, Jr.'s Birthday	January 16, 2017	Monday
Good Friday	April 14, 2017	Friday
Memorial Day	May 29, 2017	Monday
Independence Day	July 4, 2017	Tuesday
Labor Day	September 4, 2017	Monday
Veteran's Day	November 10, 2017	Friday
Thanksgiving	November 23 & 24, 2017	Thursday & Friday
Christmas	December 25, 26 & 27	Monday, Tuesday and Wednesday

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** November 15, 2016

**DEPARTMENT/AGENCY:** Economic Development

**SUBJECT MATTER:** Business Development Center Lease

### COMMENTS/RECOMMENDATION:

Per Economic Development Director Tommy Jenkins, Major Display Inc., a designer, manufacturer and seller of electronic scoreboards, has just leased 15,000 square feet in the new TekTone building. However, they are in need of additional office space in the county's Business Development Center. The Economic Development Commission has agreed to lease Major Display Unit E in the Business Development Center at the rate of \$3 per foot or \$288 per month). The lease, which would start on December 1, 2016, would be for one year with a 30 day opt-out by either party. The County Attorney is preparing the necessary documents.

Attachments \_\_\_\_\_ Yes  No

Agenda Item 11H

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE: November 15, 2016**

**DEPARTMENT/AGENCY: Governing Board**

**SUBJECT MATTER: Consent Agenda**

**DEPARTMENT HEAD COMMENTS/RECOMMENDATION:**

- A. **Minutes** – Consideration of the minutes from the October 11, 2016 regular meeting and the November 8, 2016 regular meeting.
- B. **Finance** – Consideration of Budget Amendments #62 through #73, per Attachment 12B.
- C. **Tax releases** – Consideration of tax releases in the amount of \$1,168.61, per Attachment 12C.

**COUNTY MANAGER'S COMMENTS/RECOMMENDATION:**

Attachments   X   Yes        No

Agenda Item 12(A), (B) and (C)

**MACON COUNTY BOARD OF COMMISSIONERS  
OCTOBER 11, 2016  
MINUTES**

Chairman Corbin called the meeting to order and welcomed those in attendance. All Board Members, the County Manager, Finance Director, County Attorney, members of the news media and interested citizens were present.

**ANNOUNCEMENTS:** Chairman Corbin recognized Lynn Wight, the county's Assistant Information Technology Director, who asked the board to support "Go Blue Friday" for colon cancer awareness on October 21, 2016. She also noted that country artist Wade Hayes, a Stage 4 colon cancer survivor, would be in concert in Franklin on Saturday October 22<sup>nd</sup>. Chairman Corbin told Ms. Wright that the board members "certainly support what you do."

Also, to "clarify" some matters, Chairman Corbin said that if he is successful in his bid to become the state representative for House District 119, he will be sworn into office in Raleigh on January 11, 2017. He then explained that the board will need to hold a meeting on Monday, December 5<sup>th</sup> at which time the new or returning board members will be sworn in and a new chairman and vice chairman will be elected. The County Attorney suggested that the board simply recess its November regular meeting until December 5<sup>th</sup> at 6 p.m.

**MOMENT OF SILENCE:** Chairman Corbin asked those in attendance to observe a moment of silence.

**PLEDGE TO THE FLAG:** Led by Commissioner Beale, the pledge to the flag was recited.

**PUBLIC COMMENT:** No one signed up to speak.

**ADJUSTMENTS TO AND APPROVAL OF THE AGENDA:** Upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to adjust and approve the agenda, as follows:



- To add an item under Old Business as Item #10D regarding the surveillance system at the Parker Meadows Recreational Complex, per the County Manager.
- To remove Item #11B (Agreement with Wolfe Reality Check) under New Business, per the County Manager.
- To add a "very, very brief" closed session per Item 14 in order to preserve the attorney/client privilege, per the County Attorney.
- To add a report from the Macon County Sheriff's Department as the new Item #11C under New Business, per Commissioner Beale.

**NCACC SAFETY AWARD:** Charlie Eaton and Bob Carruth with North Carolina Association of County Commissioners (NCACC) Risk Management presented the county with the 2016 Liability & Property Pool Award in recognition of having the lowest number of vehicle claims per 100 vehicles among all large county members. Chairman Corbin accepted the award on behalf of the county.

**PUBLIC HEARING ON MACON COUNTY COMMUNITY TRANSPORTATION PROGRAM APPLICATION:** Following some introductory remarks, Chairman Corbin called the public hearing to order at 6:15 p.m. as advertised. He recognized Macon County Transit Director Kim Angel and also noted that no one from the public had signed up to speak. Mrs. Angel explained that this was part of her department's annual process to apply for grant funding for the next fiscal year and she reviewed the changes in the application process and went over the anticipated amounts of state and local funding. She pointed out one change in the amounts that were published as part of the notice, noting that the total amount of administrative funding was increased from \$189,531 to \$207,516, which results in an increase in the 10 percent local share from \$28,431 to \$30,137. She went on to explain the capital and operating requests, and pointed out that the new overall total of local share funds would now equal \$119,190. She answered questions from Commissioners Beale and Tate and the County Manager. Chairman Corbin asked one last time if there were any comments from the public, and hearing none, closed the public hearing. The County Attorney suggested that the board members consider each resolution individually. Upon a motion by Commissioner Tate, seconded by Commissioner Beale, the board voted unanimously to approve the Public Transportation 5310 Program Resolution as presented, a copy of which is attached **(Attachment 1)** and is hereby made a part of these minutes. Upon a motion by Commissioner Tate, seconded by Commissioner Beale, the board voted unanimously to approve the Community Transportation Program Resolution (Section 5311) as presented, a copy of which is attached **(Attachment 2)** and is hereby made a part of these minutes. Upon a motion by Commissioner Shields, seconded by Commissioner Tate, the board voted unanimously to approve the 5311 Designee Certification Form as presented, a copy of which is attached **(Attachment 3)** and is hereby made a part of these

minutes. Upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to approve the Public Transportation Consolidated Capital Call for Projects Program Resolution as presented, a copy of which is attached **(Attachment 4)** and is hereby made a part of these minutes.

**COMMUNITY FUNDING POOL RECOMMENDATIONS:** Karen Wallace presented the recommendations of the task force for the Community Funding Pool. Ms. Wallace said there were 22 grant requests totaling \$153,719, and that the task force recommended funding 14 projects at a cost of \$75,239, with the hope that the board would consider adding the additional \$239 to its annual \$75,000 allocation. She said the majority of the recommended projects were in the health and human services area and that the task force "had some difficult choices to make." She responded to questions from board members regarding two of the recommendations, which were for agencies in Jackson County, with Ms. Wallace explaining that the two (Mountain Mediation Services and the Blue Ridge Mountain Health Project) provided specific services in Macon County and that the money would go toward projects offered here. The Finance Director then asked about the total amount, saying that when she added up the recommended amounts for the 14 projects, she came to a total of \$82,137, not \$75,239. She went on to note that if the \$6,898 allocation for Teen Challenge of the Smokies is "backed out," then the total returns to \$75,239. Chairman Corbin asked Ms. Wallace if the task force wanted to "go back to the drawing board," and in response she asked the board to consider how it might utilize \$100,000 in non-recurring funds from the state for these types of purposes. Following further discussion, the board asked Ms. Wallace to "relook" at all of the projects and come back with a recommendation at the November regular meeting. No action was taken.

**NOVEMBER REGULAR MEETING:** Chairman Corbin explained to Ms. Wallace and the audience that the board's regular meeting in November would fall on Election Day (November 8). Because of that, he said the commission would not have a full agenda that night, and following a brief meeting, would likely recess until the next Tuesday, the 15<sup>th</sup>.

**CHARTERS OF FREEDOM MONUMENTS:** Perry Snider with Foundation Forward, Inc. presented a PowerPoint presentation and a short video clip on the Charters of Freedom monuments. As an education project, Foundation Forward's goal is to "design and build a replica of the Charters of Freedom monument as exhibited in the National Archives Rotunda" in Washington, DC. The display includes copies of the Declaration of Independence, the Constituion and the Bill of Rights. The foundation seeks to have the display in a location that is central to the community with high visibility, high foot traffic and with easy access for school children. In providing details on the display, Ms. Snider said it is designed to last 300 to 500 years, and he provided examples of other locations, including one in Cherokee County, NC. He said the goal is to have

one in every county in the United States in the next nine years. Commissioner Shields said he believed this is "very important" and something the board "should consider for our area." Responding to Commissioner Shields' questions, Mr. Snider reviewed items such as "letters of intent," the need for an advisory board and the location as well as the cost of the display, which he said was free to the county. Mr. Snider said one is being constructed in Jackson County now. Commissioner Shields made a motion to carry through with the letter of intent, but Mr. Snider said that could not be accomplished without a location. The County Attorney advised the board members to "get all the details together" and consider the letter of intent at the November regular meeting. No action was taken.

**BROADBAND DISCUSSION WITH PROVIDERS:** Chairman Corbin explained that the board wanted to "have a public conversation" with the area's internet providers regarding the expansion of service within the county. With that in mind, representatives of Morris Broadband, Frontier Communications, Dnet and Balsam West attended the meeting to discuss the issues involved. This was prompted by the work of the county's planning board, which created maps of the service areas in the county. During the lengthy, open discussion that followed, it became clear that the biggest obstacles to the expansion of service were the county's mountainous terrain and the cost of extending service to sparsely populated areas versus the return on investment that the service providers would have to make to put the necessary infrastructure in place. Chairman Corbin raised the issue of possible public/private partnerships to extend service, while Commissioner Beale said that the state's 20 westernmost counties are hit hardest by the lack of high-speed internet, which has become a necessity for businesses and students. The County Manager asked the providers what the county could do in terms of supplying information that could be used in the decision-making process regarding future expansions, outlining the county's Geographic Information System (GIS) capabilities. The board ended up directing the County Manager to continue working with the county's mapping department and the service providers to make available GIS maps that would aid in taking the next logical steps toward service expansion.

Chairman Corbin declared a five-minute recess.

Chairman Corbin called the meeting back to order.

**MACON COUNTY BOARD OF COMMISSIONERS**  
**NOVEMBER 8, 2016**  
**MINUTES**

Chairman Corbin called the meeting to order at 6:01 p.m. All Board Members, the County Manager, Deputy Clerk, County Attorney and two members of the news media were present. Following a brief discussion, and upon a motion by Commissioner Shields, seconded by Commissioner Beale, the board voted unanimously to recess the meeting until Tuesday, November 15, 2016 at 6 p.m. in the commission boardroom on the third floor of the Macon County Courthouse, 5 West Main Street, Franklin, NC.

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Derek Roland  
Ex Officio Clerk to the Board

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Kevin Corbin  
Board Chairman

MACON COUNTY BUDGET AMENDMENT  
 AMENDMENT # 62

Date: 10/17/2016

DEPARTMENT: HEALTH

EXPLANATION: To cover expenses associated with creating a new cat room.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113840-417900	Fund Balance Appropriated	\$ 1,000.00	
114380-575055	Animal Control- Donation	\$ 1,000.00	

REQUESTED BY DEPARTMENT HEAD *J. Grew*

RECOMMENDED BY FINANCE OFFICER *Deanna Hall*

APPROVED BY COUNTY MANAGER \_\_\_\_\_

ACTION BY BOARD OF COMMISSIONERS \_\_\_\_\_

APPROVED AND ENTERED ON MINUTES DATED \_\_\_\_\_

CLERK \_\_\_\_\_

MACON COUNTY BUDGET AMENDMENT

AMENDMENT # 103

DEPARTMENT Permitting, Planning & Development

EXPLANATION: Appropriate \$1,682 general fund balance for carryforward of funds for computer purchase. Computer was ordered in the old fiscal year but not received until the new fiscal year.

ACCOUNT		DESCRIPTION	INCREASE	DECREASE
113840	417900	FUND BALANCE APPROPRIATED	1,682	
114350	556005	COMPUTER SUPPLIES	1,682	

REQUESTED BY DEPARTMENT HEAD Jack Morgan  
 RECOMMENDED BY FINANCE OFFICER Bertram  
 APPROVED BY COUNTY MANAGER  
 ACTION BY BOARD OF COMMISSIONERS  
 APPROVED & ENTERED ON MINUTES DATED  
 CLERK







MACON COUNTY BUDGET AMENDMENT


October 6, 2016


AMENDMENT # 65

FROM: FINANCE

DEPARTMENT: SOCIAL SERVICES  
EXPLANATION: Additional SHIPP allocation and Gen Purpose allocation

	DESCRIPTION	INCREASE	DECREASE
11-3584-4389-22	SHIPP	\$ 138	
11-5831-5675-26	SHIPP	\$ 138	
11-5831-5684-02	General Purpose	\$1,170	
11-3584-4395-05	General Purpose	\$ 878	
11-3584-4399-04	St Cit Outreach	\$ 292	

REQUESTED BY DEPARTMENT HEAD 

RECOMMENDED BY FINANCE OFFICER 

APPROVED BY COUNTY MANAGER \_\_\_\_\_

ACTION BY BOARD OF COMMISSIONERS \_\_\_\_\_

APPROVED AND ENTERED ON MINUTES DATED \_\_\_\_\_

CLERK \_\_\_\_\_



**MACON COUNTY BUDGET**

**AMENDMENT #** 606

**FROM:** John Fay

**DEPARTMENT:** HOUSING

**EXPLANATION:** NEW REVENUE OF \$10,357

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
514076	Duke WAP		
513831-447240	REVENUE	10,357	
514076-550001	Salary	6,969	0
514076-550201	Medicare/FICA	533	0
514076-550203	Hospitalization	1,119	0
514076-550205	Workman's Compensation	0	0
514076-550206	Life Insurance	0	0
514076-550207	Retirement - General	414	0
514076-550701	County 401K	140	0
514076-556005	Computer Supplies	0	0
514076-556031	WAP Admin	0	0
514076-556034	WAP Program Operations	1,182	0
514076-556035	WAP Health & Safety	0	0
	<b>Total</b>	<b>10,357</b>	<b>0</b>

REQUESTED BY DEPARTMENT HEAD

RECOMMENDED BY FINANCE OFFICER

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS

APPROVED AND ENTERED ON MINUTES DATED

CLERK



MACON COUNTY BUDGET AMENDMENT  
 AMENDMENT # \_\_\_\_\_

FROM: Seth Adams <sup>68</sup>

DEPARTMENT: 6120

EXPLANATION: Move money from an insurance claim into the 2017 budget.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
11-3839-485000	INSURANCE SETTLEMENT	11,680.00	
11-6120-569502	CAPITAL EQUIPMENT	\$11,680.00	

REQUESTED BY DEPARTMENT HEAD *Seth Adams*  
 RECOMMENDED BY FINANCE OFFICER *[Signature]*  
 APPROVED BY COUNTY MANAGER \_\_\_\_\_  
 ACTION BY BOARD OF COMMISSIONERS \_\_\_\_\_  
 APPROVED AND ENTERED ON MINUTES DATED \_\_\_\_\_  
 CLERK \_\_\_\_\_

MACON COUNTY BUDGET AMENDMENT  
 AMENDMENT #     69    

Date: 11/2/2016

DEPARTMENT: HEALTH

EXPLANATION: Allocation of Medicaid Cost Settlement Money.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113511-438551	Medicaid Cost Settlement	\$ 59,999.00	
115110-556011	Admin- Operating Supplies	\$ 2,500.00	
115110-558901	Admin- Travel	\$ 4,000.00	
115110-556005	Admin- Computer Supplies	\$ 6,000.00	
115110-559700	Admin- Non Capital	\$ 8,000.00	
115110-555106	Admin- Contracted Services	\$ 3,500.00	
115111-569502	Operations- Capital	\$ 16,000.00	
115146-555106	Healthy Comm.- Contracted Services	\$ 15,000.00	
115155-559700	Maternal Health- Non Capital	\$ 4,999.00	

REQUESTED BY DEPARTMENT HEAD \_\_\_\_\_

RECOMMENDED BY FINANCE OFFICER *[Signature]* \_\_\_\_\_

APPROVED BY COUNTY MANAGER \_\_\_\_\_

ACTION BY BOARD OF COMMISSIONERS \_\_\_\_\_

APPROVED AND ENTERED ON MINUTES DATED \_\_\_\_\_

CLERK \_\_\_\_\_

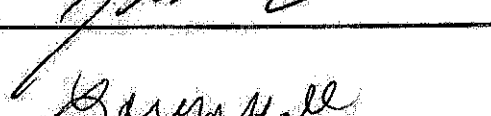
MACON COUNTY BUDGET AMENDMENT  
AMENDMENT # 70

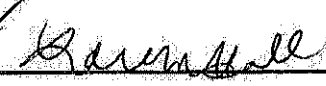
Date: 11/1/2016

DEPARTMENT: HEALTH

EXPLANATION: New Agreement Addendum for Regional Diabetes Program  
8 Counties: Macon, Cleveland, Clay, Swain, Jackson, Graham, Haywood, Transylvania.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
115153-	Minority Diabetes Prevention Program	\$ 165,808.00	
113511-	Minority Diabetes Prevention Program	\$ 165,808.00	

REQUESTED BY DEPARTMENT HEAD \_\_\_\_\_ 

RECOMMENDED BY FINANCE OFFICER \_\_\_\_\_ 

APPROVED BY COUNTY MANAGER \_\_\_\_\_

ACTION BY BOARD OF COMMISSIONERS \_\_\_\_\_

APPROVED AND ENTERED ON MINUTES DATED \_\_\_\_\_

CLERK \_\_\_\_\_

MACON COUNTY BUDGET AMENDMENT  
AMENDMENT # 71

Date: 11/2/2016

DEPARTMENT: HEALTH

EXPLANATION: Increased demand for flu vaccines

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
115145-565001	Disease Control- Flu Vaccine Program	\$ 9,000.00	
113511-438528	Flu Vaccine Program	\$ 16,000.00	
113840-417900	Fund Balance Appropriated		\$ 7,000.00

REQUESTED BY DEPARTMENT HEAD *JM*

RECOMMENDED BY FINANCE OFFICER *Sumner*

APPROVED BY COUNTY MANAGER \_\_\_\_\_

ACTION BY BOARD OF COMMISSIONERS \_\_\_\_\_

APPROVED AND ENTERED ON MINUTES DATED \_\_\_\_\_

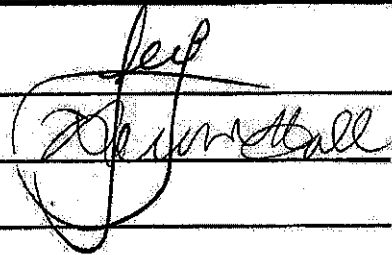
CLERK \_\_\_\_\_

**MACON COUNTY BUDGET**

72

<b>AMENDMENT #</b>	
<b>FROM:</b>	John Fay
<b>DEPARTMENT:</b>	HOUSING
<b>EXPLANATION:</b>	Increase in funding as per Duke MOU#2015 - 2200

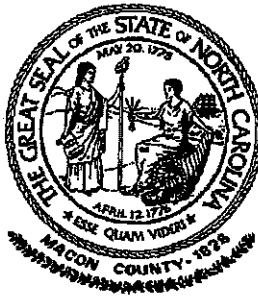
ACCOUNT	DESCRIPTION	INCREASE	DECREASE
514074	DUKE HELPING HOMES HVAC		
514074-550001	Salary	1,477	0
514074-550201	Medicare/FICA	113	0
514074-550203	Hospitalization	164	0
514074-550204	Unemployment Insurance	0	0
514074-550205	Workmens Compensation	0	0
514074-550206	Life Insurance	0	0
514074-550207	Retirement General	0	0
514074-550701	County 401 K	0	0
514074-565021	Program Expenditures	64,600	0
514074-569520	Administration	1,646	0
513831-447239	Duke HHP Grant-HVAC	68,000	0
		0	0
		0	0
		0	0
<b>Total</b>		<b>68,000</b>	<b>0</b>

REQUESTED BY DEPARTMENT HEAD	
RECOMMENDED BY FINANCE OFFICER	
APPROVED BY COUNTY MANAGER	
ACTION BY BOARD OF COMMISSIONERS	
APPROVED AND ENTERED ON MINUTES DATED	
CLERK	





**Macon County Tax Office  
5 West Main Street  
Franklin, NC 28734**



**Phone: (828) 349-2149  
Fax: (828) 349-2564  
tmcowell@maconnc.org**

**TO: MACON COUNTY COMMISSIONERS**

**FROM: Macon County Tax Office  
Teresa McDowell, Tax Collections Supervisor**

**DATE: November 2, 2016**

**RE: Releases for October, 2016**

Attached please find the report of releases for real estate that require your approval in order to continue with the process of releasing these amounts from the tax accounts. Please feel free to contact me if you should have any questions. The report of releases is attached.

**AMOUNT OF RELEASES FOR OCTOBER, 2016: \$1168.61**

Tax Collections  
11/01/16

Group Number REL\*16\*10

Detail Transactions by Group

Abatement

Effective Date 10/10/16

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discont Amount	Txn Cde	Check Number	Trans Rev
2	10/14/16	81578	16A6578347332	G01	18.85-	18.85-	0.00	0.00	0.00	0.00	R		
				F07	4.68-	4.68-	0.00		0.00				
***		CONLEY, DEBORAH ROBBINS			23.53-	23.53-	0.00	0.00	0.00	0.00	R		
4	10/19/16	12763	16A12763.01	G01	1.75-	1.75-	0.00		0.00				
				F01	0.22-	0.22-	0.00		0.00				
				L01	95.00-		0.00	95.00-	0.00				
***		CRISP, FRED L JR & LEOMA			96.97-	1.97-	0.00	95.00-	0.00	0.00	R		
7	10/31/16	1360	16A1360.02	G01	5.84-	5.84-	0.00		0.00				
				F11	2.13-	2.13-	0.00		0.00				
***		HUGHES, JUDITH ANN			7.97-	7.97-	0.00	0.00	0.00	0.00	R		
5	10/26/16	136846	16A136846.01	G01	17.62-	17.62-	0.00		0.00				
				F02	3.86-	3.86-	0.00		0.00				
				L01	95.00-		0.00	95.00-	0.00				
***		MATYCEK, ROBERT			116.48-	21.48-	0.00	95.00-	0.00	0.00	R		
3	10/17/16	132238	16A6564941988	L01	95.00-		0.00	95.00-	0.00				
***		PASSMORE, GENE SILER ESPATE			95.00-	0.00	0.00	95.00-	0.00	0.00	R		
1	10/10/16	59273	16A7530503835	G01	688.54-	688.54-	0.00		0.00				
				F10	21.30-	21.30-	0.00		0.00				
***		SHEARON, LISA LYNN			709.84-	709.84-	0.00	0.00	0.00	0.00	R		
6	10/27/16	128752	16A6594769110	G01	19.54-	19.54-	0.00		0.00				
				F02	4.28-	4.28-	0.00		0.00				
				L01	95.00-		0.00	95.00-	0.00				
***		WEST, CAROLYN B. TR			118.82-	23.82-	0.00	95.00-	0.00	0.00	R		

Tax Collections  
11/01/16

Detail Transactions by Group

Group Number REL\*16\*10

Abatement

Effective Date 10/10/16

Seq Mbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discent Amount	Trn Cde	Check Number	Trans Descr	Rev
Tax Code Totals														
				F01*16- FR FIRR	0.22-	0.22-	0.00	0.00	0.00	0.00				
				F02*16- CL CH FR	8.14-	8.14-	0.00	0.00	0.00	0.00				
				F07*16- BT FIRE	4.68-	4.68-	0.00	0.00	0.00	0.00				
				F10*16- HIDS FR	21.30-	21.30-	0.00	0.00	0.00	0.00				
				F11*16- MVAL FR	2.13-	2.13-	0.00	0.00	0.00	0.00				
				G01*16- GEN TAX	752.14-	752.14-	0.00	0.00	0.00	0.00				
				L01*16- RES FEE	380.00-	0.00	0.00	380.00-	0.00	0.00				

Total for Group REL\*16\*10 1168.61- 788.61- 0.00 380.00- 0.00 0.00

\*\*\*\*\*  
Cycle A 1168.61- 0.00  
Totals By Tax Cycle  
Current Delinquent

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** September 13, 2016

**DEPARTMENT/AGENCY:** Governing Board

**SUBJECT MATTER:** Appointments

**COMMENTS/RECOMMENDATION:**

(A)**Economic Development Commission (EDC)** – The terms of John Mira-Knipple and David Hubbs expired earlier this year. Per Economic Development Director Tommy Jenkins, he has received applications from each seeking reappointment. If approved, each term would expire March 12, 2019. Copies of the applications are attached.

Attachments   2   Yes        No

Agenda Item 13(A)

# Application for Appointment to Macon County Authorities, Boards, Commissions and Committees

The Macon County Board of Commissioners believes all citizens should have the opportunity to Participate in governmental decisions. The Board wants to appoint qualified, knowledgeable and dedicated people to serve on authorities, boards and committees. If you have an interest in being considered for an appointment to any advertised vacancy, please thoroughly complete the form below before the advertised deadline and choose from the following options.

Mail to: County Manager's Office  
5 West Main Street or FAX to: 828-349-2400  
Franklin, North Carolina 28734

Any Questions, please call the County Manager's Office at (828) 349-2025

Name of Authority, Board or Committee applying for:

Name

Address  City  NC Zip

Telephone: Home  Work

Occupation

Business Address

Email Address

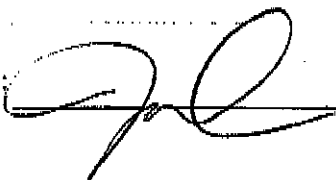
Briefly explain any anticipated conflict of interest you may have if appointed:

Educational Background

Business and Civic Experiences/Skills:

Areas of Expertise and Interest/Skills:

List any Authorities, Boards, Commissions or Committees presently serving on:

SIGNATURE:  DATE:

# Application for Appointment to Macon County Authorities, Boards, Commissions and Committees

The Macon County Board of Commissioners believes all citizens should have the opportunity to Participate in governmental decisions. The Board wants to appoint qualified, knowledgeable and dedicated people to serve on authorities, boards and committees. If you have an interest in being considered for an appointment to any advertised vacancy, please thoroughly complete the form below before the advertised deadline and choose from the following options.

Mail to: County Manager's Office  
5 West Main Street  
Franklin, North Carolina 28734

or FAX to: 828-349-2400

Any Questions, please call the County Manager's Office at (828) 349-2025

Name of Authority, Board or Committee applying for: Economic Development Commission

Name David Hubbs

Address 70 Perry St. City Franklin NC Zip 28734

Telephone: Home 828-371-1683 Work 828-371-1683

Occupation Writer - Self employed

Business Address 70 Perry St., Franklin, NC 28734

Email Address David@Hubbs.org

Briefly explain any anticipated conflict of interest you may have if appointed:

None

Educational Background

Western Carolina University - 3 years

Business and Civic Experiences/Skills:

30+ years of Management experience at Barnes & Noble Inc., ORNL Federal Credit Union and Drake Enterprises Inc. Founding Chair & CEO BalsamWest FiberNet

Areas of Expertise and Interest/Skills:

Internet Technologies and Fiber optic connectivity

List any Authorities, Boards, Commissions or Committees presently serving on:

Macon County Economic Development Commission - Vice Chairman

SIGNATURE: David Hubbs

DATE: 10/27/2016