

MACON COUNTY BOARD OF COMMISSIONERS
February 12, 2019
AGENDA

1. Call to order and welcome by Chairman Tate
2. Announcements
3. Moment of Silence
4. Pledge of Allegiance
5. Public Hearing(s) – **NONE**
6. Public Comment Period
7. Additions to agenda
8. Adjustments to and approval of the agenda
9. Reports/Presentations
 - A. Michelle Brooks and Future Business Leaders of America to discuss Alzheimer’s awareness community service project, and proclamation letter declaring February 22nd Alzheimer’s Awareness Day in Franklin NC.
10. Old Business
 - A. Approval of Lease Agreement between Macon County and Southwestern Community College. Chester Jones, County Attorney
 - B. Authorize County Manager to execute contract amendment between Macon County and the North Carolina Office of State Budget and Management. Derek Roland, County Manager
11. New Business
 - A. State funding for Community Paramedic Program. Warren Cabe, Emergency Management Director
 - B. Resolution Declaring Surplus Property and Approval of a Nine Month Lease to TECO SSL INC, A Tennessee Business Corporation. Tommy Jenkins, EDC Director/County Attorney
 - C. Approval of Lease to TECO SSL INC., A Tennessee Business Corporation. Tommy Jenkins, EDC Director/County Attorney

- D. Request to add two child welfare positions during FY 18-19'.
Patrick Betancourt, Director of Social Services
- E. Approval of Solid Waste Interlocal Agreement with Clay County.
Chris Stahl, Director of Solid Waste
- F. Discussion of Planning Board priorities for FY 19-20'.
Commissioner Karl Gillespie, Liaison to Macon County Planning Board
- G. Recreation discussion concerning the following items:
 - 1. Room Rates for the Robert C. Carpenter Building
 - 2. Potential Greenway connection under Town Bridge
 - 3. Potential locations for Dog ParkSeth Adams, Recreation Director

12. Consent Agenda – Attachment

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 January 8, 2019 Regular Meeting
- B. Budget Amendments #128-138
- C. Tax Releases (None)
- D. Tax Office Monthly Report
- E. Authorization of Tax Office to collect any unpaid taxes for current fiscal year per NCGS 105-369
- F. Macon County Board of Public Health proposed fee changes/additions

13. Appointments

- A. Re-appointment of Gary Schmidt to Macon County Airport Authority.
- B. TDC Appointments

14. Closed session (if necessary)

15. Adjourn/Recess

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 12, 2019

DEPARTMENT/AGENCY: Future Business Leaders of America

SUBJECT MATTER: Alzheimer's Awareness Day

COMMENTS/RECOMMENDATION: Michelle Brooks and Future Business Leaders of America to discuss Alzheimer's awareness community service project, and proclamation letter declaring February 22nd Alzheimer's Awareness Day in Franklin NC.

Attachments ____ Yes X No

Agenda Item 9A

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 12, 2019

DEPARTMENT/AGENCY: Legal

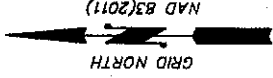
SUBJECT MATTER: Approval of Lease Agreement between Macon County and Southwestern Community College

COMMENTS/RECOMMENDATION:

Following discussions on January 8, 2019 the County Attorney has prepared a lease agreement to be considered by the Board of Commissioners which would enable the county to lease the industrial park concession stand property from SCC. As you will recall, SCC was desirous to lease this property to the county, as the county is its primary user and to limit potential liability for SCC. Please find attached a drawing of the property to be leased. The County Attorney will present the lease at the meeting.

Attachments Yes No

Agenda Item 10A



MACON COUNTY
T-10 / 162
1:10 / 163

MACON COUNTY
T-10 / 162
1:10 / 163

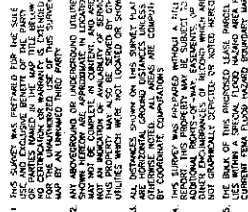
NOTES:

1. THE PLANS AND THIS SURVEY SHOW THE LOCATION AND CHARACTER OF THE PARTS OF THE PROPERTY AND THE LOCATION OF THE MONUMENTS AND THE CHARACTER OF THE MONUMENTS FOR THE UNIMPROVED USE OF THIS SURVEY.
2. ANY UNRECORDED OR UNRECORDED UTILITIES SHOWN HEREON ARE APPROXIMATE IN LOCATION, NOT AN INDICATION OF AVAILABILITY OF SERVICE, AND ARE NOT TO BE LOCATED OR SHOWN BY CONVENTIONAL METHODS.
3. THE BOUNDARY OF THIS SURVEY IS DEFINED BY THE MONUMENTS AND THE CHARACTER OF THE MONUMENTS AS SHOWN ON THIS SURVEY. THIS SURVEY IS NOT TO BE CONSIDERED AS A BASIS FOR THE DETERMINATION OF THE LOCATION OF ANY UNRECORDED UTILITIES.
4. ALL DISTANCES SHOWN ON THIS SURVEY THAT ARE IN RED IN THIS SURVEY WERE MEASURED BY CONVENTIONAL METHODS.
5. THE BOUNDARY OF THIS SURVEY IS DEFINED BY THE MONUMENTS AND THE CHARACTER OF THE MONUMENTS AS SHOWN ON THIS SURVEY. THIS SURVEY IS NOT TO BE CONSIDERED AS A BASIS FOR THE DETERMINATION OF THE LOCATION OF ANY UNRECORDED UTILITIES.

VICINITY SKETCH
DWG. NO. 6349

CURVE TABLE - EAST R/W OF INDUSTRIAL PARK ROAD

Curve	Radius	Length	Chord	Chord Bearing
C1	1024.94'	132.95'	132.85'	N09°14'39"W
C2	1024.94'	22.84'	22.84'	N06°10'00"W
C3	1024.94'	110.11'	110.05'	N09°52'57"W
C4	1024.94'	209.19'	208.93'	N00°19'08"E



STATE OF NORTH CAROLINA
COUNTY OF _____

DATE: _____

BY: _____

REFERENCES:
 DEED BK. 0-17, P. 61
 DEED BK. 1-10, P. 61
 DEED BK. 1-10, P. 61
 DEED BK. 1-10, P. 61
 DEED BK. 1-10, P. 61
 DEED BK. 1-10, P. 61

- LEGEND:**
- EXISTING IRON ROD (EIR) / IRON PIPE (EIP)
 - IRON ROD SET (IRS) / IRON PIPE SET (IPS)
 - PEG OR 3/4" GALV TUB (PT)
 - CONCRETE MONUMENT (CM)
 - WIRE FLAG
 - OVERHEAD UTILITY (OUL)
 - COMPLETED POINT
 - CONTROL CORNER (CC)
 - LIGHT PEG (LP)
 - UTILITY POLE (UP)

I, C. L. SPRINKLE, PROFESSIONAL LAND SURVEYOR NO. L-1454, REFER TO THE FOLLOWING AS REQUIRED BY N.C. STATUTE § 170A-154.1, CHAPTER 170A, PART 154, WHICH IS PART OF THE UNIFORM PROBATE ACT, AND TO THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

THIS SURVEY IS LOCATED IN A PORTION OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

ONE OF THE FOLLOWING:

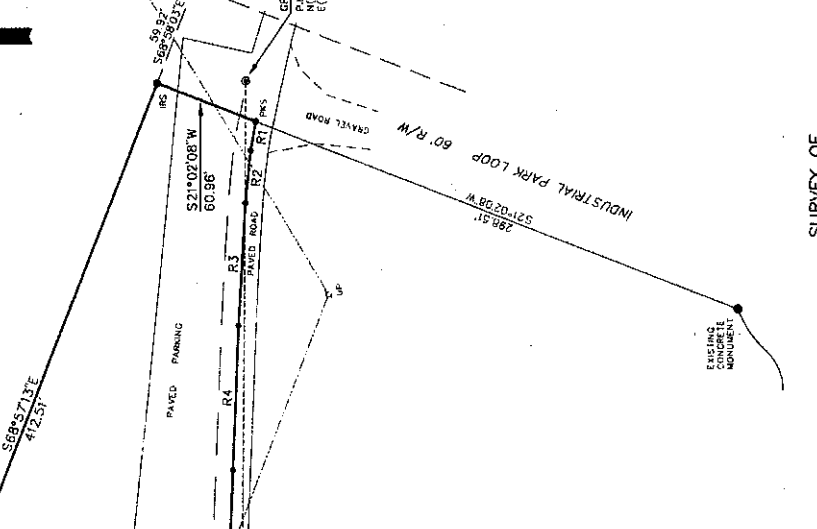
- 1. THAT THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND.
- 2. THAT THIS SURVEY IS OF AN EXISTING FEATURE, SUCH AS A BUILDING OR OTHER STRUCTURE, OR NATURAL FEATURE, SUCH AS A TREE OR SHrub.
- 3. THAT THIS SURVEY IS A CONTROL SURVEY.
- 4. THAT THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN U.S. § 2-3.
- 5. THAT THIS SURVEY IS OF ANOTHER OUTPOST, SUCH AS THE REMAINS OF A BUILDING OR OTHER STRUCTURE, OR NATURAL FEATURE, OR OTHER EASEMENT OR EXCEPTION TO THIS SURVEY OR SUCH THAT I AM UNABLE TO MAKE A DETERMINATION TO THE BEST OF MY KNOWLEDGE AND BELIEF AS TO THE MONUMENTS CONTAINED IN THIS SURVEY (ARTICLE 170A-154.1(b)(2)).

DWG. NO. 6349

REVISION: _____ DATE: _____

SPRINKLE SURVEYING, P.A.
 PROFESSIONAL LAND SURVEYORS
 LICENSE NO. C-1-1665
 484 WEST PALMER STREET
 FRANKLIN, NORTH CAROLINA 28734
 PHONE: 524-5867 FAX: (828) 524-7994
 WEBSITE: www.sprinklesurveying.com
 SURVEY BY: WCK PLAT BY: BSB

**SURVEY OF
 PROPOSED LEASE PARCEL FOR
 MACON COUNTY
 PORTION OF PIN 6574533994
 OWNER: SOUTHWESTERN COMMUNITY COLLEGE
 CARTOOGECHAYE TOWNSHIP MACON COUNTY, N.C.
 JANUARY 22, 2019 SCALE: 1 IN. = 50 FT.**



CALL TABLE - CENTERLINE EXISTING PAVED ROADWAY

Course	Bearing	Distance
R1	N79°51'10"W	17.01'
R2	N84°20'07"W	30.35'
R3	N86°54'35"W	70.72'
R4	N87°53'45"W	93.11'
R5	N87°48'26"W	93.18'
R6	N87°27'46"W	58.98'
R7	N86°41'54"W	67.77'
R8	N86°23'15"W	65.82'
R9	S85°08'53"W	36.62'
R10	S85°08'53"W	32.56'
R11	S77°52'10"W	59.72'
R12	S77°52'10"W	31.78'
R13	S72°47'42"W	31.28'

SOUTHWESTERN COMMUNITY COLLEGE
 REMAINDER OF PIN 6574533994

U.S. SURVEYING CERTIFICATE: THIS PLAN WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY ME OR AN ASSISTANT REGISTERED UNDER MY SUPERVISION. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE KIND OF PROVISION OR PROVISIONAL ACCURACY AS CALLED FOR IN THE PLAN IS INDICATED BY THE TYPE OF LINE USED. THIS PLAN WAS PREPARED BY ME OR AN ASSISTANT REGISTERED UNDER MY SUPERVISION. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE KIND OF PROVISION OR PROVISIONAL ACCURACY AS CALLED FOR IN THE PLAN IS INDICATED BY THE TYPE OF LINE USED.

(1) CLASS OF SURVEY: CLASS 100 SURVEY
 (2) TYPE OF GPS FIELD PROCEDURE: REAL TIME RTK
 (3) TYPE OF GPS FIELD PROCEDURE: POST PROCESSING
 (4) PUBLISHED CONTROL USE: NAD83-2011
 (5) DATUM/CRS: NAD83
 (6) COMBINED GRID FACTOR: 0.9999999999999999
 (7) UNITS: U.S. SURVEY FEET
 (8) SCALE: THIS PLAN IS AT THE SCALE OF 1 IN. = 50 FT.
 (9) PLAN NUMBER: JANUARY, A.D. 2019

C. L. SPRINKLE, PROFESSIONAL LAND SURVEYOR LICENSE NUMBER L-1454

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 12, 2019

DEPARTMENT/AGENCY: Administration

SUBJECT MATTER: Authorize County Manager to execute contract amendment between Macon County and the North Carolina OSBM

COMMENTS/RECOMMENDATION:

The Macon County Sheriff's Department has been awarded \$65,000 from the Office of State Budget Management to go towards the purchase of in-car and body camera systems. The funding will be provided to Macon County on a reimbursement basis.

If you will recall, we have previously received \$100,000 from OSBM in FY 17-18' which went towards improvements at the Robert C. Carpenter Building. We are simply amending this previous contract to include the \$65,000 for in-car and body camera systems in FY 18-19'.

Attachments X Yes _____ No

Agenda Item 10B

Derek Roland

From: Leskovec, John F <john.leskovec@osbm.nc.gov>
Sent: Thursday, January 31, 2019 1:54 PM
To: droland@maconnc.org
Subject: NC Grant
Attachments: Amendment 1 Contract 2571 Macon County.pdf; 9-Macon County Agreement.pdf; FY19-LGU Attachment B.xlsx

Mr. Roland,

I have incorporated the budget you provided into a draft contract amendment for your review (both the amendment and the original contract are attached). If you agree, please sign two copies and send to me in the mail. I have also attached the spreadsheet for your office to submit to our office along with paid invoices when requesting reimbursement for Macon County Sheriff expenditures.

Please contact me with any questions.

John Leskovec
Management Analyst
NC Office of State Budget and
Management
Office: (919) 807-4734
John.leskovec@osbm.nc.gov



USPS
MSC 20320
Raleigh, NC 27699-0320

UPS, FED EX, etc.
430 N. Salisbury Street
4th Floor
Raleigh, NC 27603

Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.

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.

Agreement #2571 Amendment 1

Per North Carolina General Statute 2018-5 Section 26.3(3), Macon County Sheriff's Department is authorized to receive \$65,000 for in-car cameras. Therefore, this Amendment modifies and adds this amount and scope to said Agreement between the North Carolina Office of State Budget and Management (the "AGENCY") and Macon County (the "RECIPIENT")

by *replacing the following*:

1. EFFECTIVE TERM

This agreement shall be effective starting July 1, 2017 and this agreement shall terminate on June 30, 2019.

To be replaced with the following:

1. EFFECTIVE TERM

This agreement shall be effective starting July 1, 2017 and this agreement shall terminate on June 30, 2020.

And by *replacing the following*:

2. RECIPIENT'S DUTIES

The RECIPIENT understands and acknowledges that total funding level available under this agreement will not exceed \$100,000.

To be replaced with the following:

3. RECIPIENT'S DUTIES

The RECIPIENT understands and acknowledges that total funding level available under this agreement will not exceed \$165,000.

And by *replacing the following*:

3. AGENCY'S DUTIES & PAYMENT PROVISIONS

The AGENCY shall pay the RECIPIENT a total not to exceed \$100,000.

To be replaced with the following:

3. AGENCY'S DUTIES & PAYMENT PROVISIONS

The AGENCY shall pay the RECIPIENT a total not to exceed \$165,000.

In addition, this Amendment references a second Attachment A, dated January 29, 2019 (attached). Attachment A reflects the scope of the North Carolina General Statute 2018-5 Section 26.3(3).

All other terms and conditions set forth in the original Agreement shall remain in effect for the duration of this Agreement.

Therefore, as a representative of my agency, I acknowledge that I have read this Amendment to the Agreement, am authorized to agree to the Amendment for my agency, and agree that my agency will comply with this Agreement as amended by this Amendment 1.

This Agreement becomes effective immediately after all Parties have signed it.

Office of State Budget and Management:

Charles Perusse, State Budget Director

Date

Macon County:

Derek Roland, County Manager

Date

Attachment A Scope of Work and Annual Budget

Before it will be possible to finalize this award and make any disbursement, you are required to provide to the Agency a description for how the organization will spend the amount of funding allocated for the specific purpose as stated in the grant contract. This will include a scope of work, information related to any potential sub-grants and an annual budget for the grant funds. Please attach additional sheets as necessary.

1. Organization:	
Organization Name:	Macon County
Tax Identification #:	56-6000930
Organization Fiscal Year End:	June 30, 2019

2. Scope of Work:
Recipient shall detail below how the organization will spend the amount of funding allocated for the specific purpose as stated in the grant contract. The description should include services to be provided, objectives to be achieved, and expected results. The description should also include anticipated timing of those services, objectives and expected results.
<p>Upon receipt, these funds will go towards reimbursing Macon County for the purchase and installation of in-car and body cameras for Macon County Sheriff's Department Officers. The purchase will be made following contract execution. We expect this to improve effectiveness, as well as reduce potential future liability of the Macon County Sheriff's Department.</p>

3. Sub-grants:			
a. Does the Recipient anticipate that it will subgrant or pass down any funds to another organization?	Yes	No	
If yes, answer the following:			
b. Name of Sub-recipient	c. Program Name	d. Amount to Sub-recipient	

Below are general expenditure descriptions that can serve as a **guide** for preparing the organization's annual budget related to the grant award. Please add or delete expenditure captions for clarity if needed. The annual budget must be signed by an authorizing official.

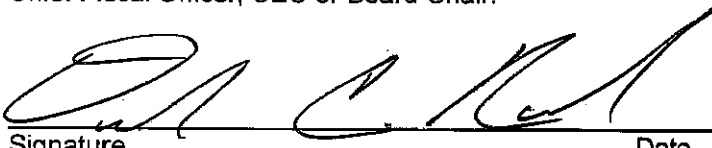
The following annual budget is for the time period beginning (July 1, 2018 and ending (June 30, 2019).

EXPENDITURE DESCRIPTION

AMOUNT

Employee Expenses (e.g. program related staffing).	\$
Utilities Expenses (e.g. utilities, telephone, data, lease related expenses)	\$
Subcontracts (e.g. construction, services)	\$
Goods (e.g. supplies and equipment) Expenses	\$ (\$65,000)
Administration Expenses (e.g. overhead & project management)	\$
Other Expenses (e.g. related charges not assigned above and described by recipient)	\$
Total Beginning Balance of the Project Fund	\$ \$65,000

With regard to the information contained herein, I certify that the annual budget has been approved by the Recipient's Chief Fiscal Officer, CEO or Board Chair.


11/29/2019

 Signature Date

DEREK C. ROLAND COUNTY MANAGER.

 Printed Name Title

Agreement # 2571

This Agreement is hereby entered into by and between the Office of State Budget and Management (the "AGENCY") and Macon County (the "RECIPIENT") (referred to collectively as the "Parties"). The RECIPIENT's federal tax identification number is 56-6000930.

1. EFFECTIVE TERM:

This Agreement shall be effective starting July 1, 2017 and this agreement shall terminate on June 30, 2019.

2. RECIPIENT'S DUTIES:

The RECIPIENT shall provide the services as described below:

The RECIPIENT is authorized to use funds by this agreement for goods or services and referenced in the Session Law 2017-57, Section 26.1.(a).

The RECIPIENT's scope of work is a complete concise scope of goods or services supported by this agreement and consistent with language in Session Law 2017-57, Section 26.1.(a). See Attachment A.

The RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the RECIPIENT's Budget. RECIPIENT may reallocate and/or redistribute among budgeted items up to 10% in overall budget costs without the express written permission of the AGENCY. RECIPIENT agrees that it will not reallocate and/or redistribute any overall budget costs that will exceed 10% on an annual basis without first obtaining the express authorization of the AGENCY in writing.

The RECIPIENT understands and acknowledges that total funding level available under this agreement will not exceed \$100,000.

Pursuant to N.C.G.S 143C-6-8, the RECIPIENT understands and agrees that agreement funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in N.C.G.S. 143C-6-22 Use of State funds by non-State entities.

3. AGENCY'S DUTIES & PAYMENT PROVISIONS:

The AGENCY shall ensure that funds allocated and disbursed pursuant to Session Law 2017-57, comply with the intent and guidance found in this Session Law and ensure compliance with related state statutes and financial management standards.

The AGENCY shall pay the RECIPIENT a total not to exceed \$100,000. This total amount payable shall be released according to the following payment schedule:

On a quarterly or three-month basis that starts on July 1, 2017 and ends on September 30, 2017, the AGENCY shall provide the RECIPIENT with a quarterly reimbursement of actual expenditures incurred during the previous three-month period. The RECIPIENT shall email and send the AGENCY a completed Quarterly or Periodic Status Report & Reimbursement Request Form (see Attachment B) requesting reimbursement and shall include

and attach sufficient documentation of the expenses incurred during the quarterly period. The reimbursement documentation may include a general ledger statement that verifies expenses were incurred consistent with the agreement purpose and scope or copies of invoices paid or payroll register records by the AGENCY during the reimbursement period.

After the above noted first reimbursement period, the AGENCY shall submit similar reimbursement requests each quarter until the agreement term has concluded.

The RECIPIENT may also submit reimbursement requests to the AGENCY for a period of ninety (90) days after the agreement term has ended for past expenses incurred during the agreement term.

The AGENCY reserves the right to withhold or delay disbursement of the payments noted above, if the Quarterly or Periodic Status Report & Reimbursement Request are not submitted, are not complete or do not include adequate attached documentation that can verify reimbursement. The AGENCY must provide the RECIPIENT with a written explanation of the business reasons to delay reimbursement payments that have been invoiced to the AGENCY, that extend longer than 30 days after reimbursement requests are submitted to the AGENCY.

4. QUARTERLY STATUS REPORTING:

The RECIPIENT agrees to provide quarterly, or 90-day project status reports to be sent electronically from the RECIPIENT to the AGENCY and shall at a minimum include:

- a. Period starting beginning balance of the Project Fund.
 - i. Total expenses disbursed (aggregate totals) by the following project uses:
 - ii. Employee Expenses (e.g program related staffing).
 - iii. Service and Contract expenses (e.g. utilities, telephone, data, lease related expenses).
 - iv. Goods (e.g. supplies and equipment) expenses.
 - v. Administration Expenses (e.g overhead & project management).
 - vi. Other expenses (e.g. related charges not assigned above and described by recipient).
 - vii. Period ending balance of the RECIPIENT funding disbursed pursuant to this agreement.
 - viii. A descriptive summary of how the funds were used including outcomes and specific deliverables or accomplishments to date.

ATTACHMENT B is a copy of the quarterly status tracking report.

- b. Quarterly project status reports shall be emailed to John Leskovec, john.leskovec@osbm.nc.gov and OSBMReporting@osbm.nc.gov

The RECIPIENT agrees that funds paid through this contract shall be accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and grant management system. The RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above.

5. AGREEMENT ADMINISTRATORS:

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

For the AGENCY	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
John Leskovec, OSBM Management Analyst Office of State Budget and Management 20320 Mail Service Center Raleigh, NC 27699-0320 Telephone (919) 807-4734 Fax: (919) 733-0604 Email: john.leskovec@osbm.nc.gov	John Leskovec, OSBM Management Analyst Office of State Budget and Management 116 W. Jones Street, Suite 5200 Raleigh, NC 27603 Telephone (919) 807-4734 Fax: (919) 733-0604 Email: john.leskovec@osbm.nc.gov

For the RECIPIENT	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Derek Roland, County Manager Macon County 5 West Main Street Franklin, NC 28734 Telephone: (828)349-2025 droland@maconncc.org	Derek Roland, County Manager Macon County 5 West Main Street Franklin, NC 28734 Telephone: (828)349-2025 droland@maconncc.org

6. MONITORING AND AUDITING:

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the RECIPIENT are subject to being audited, inspected and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The RECIPIENT acknowledges and agrees that, with regard to the grant funds, it will be subject to the audit and reporting requirements prescribed in N.C.G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the RECIPIENT and are subject to change.

7. CONFLICT OF INTEREST

The RECIPIENT shall file with the AGENCY a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the RECIPIENT's governing body and/or any of its employees or officers involved in the grant or the project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the RECIPIENT's employees, officers or members of its governing body, from the RECIPIENT's disbursing of State funds, and shall include actions to be taken by the RECIPIENT or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the RECIPIENT certifies that, as of the date it executes this Contract, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the grant or project. Throughout the duration of this Contract, the RECIPIENT has the duty to promptly inform the

AGENCY of any such conflict of interest or direct or indirect benefit of which it becomes aware. The policy shall be filed before AGENCY may disburse the grant funds.

8. TAXES:

The RECIPIENT shall be considered to be an independent RECIPIENT and as such shall be responsible for all taxes. The RECIPIENT agrees to provide the AGENCY with the RECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The RECIPIENT agrees that failure to provide the AGENCY with a correct taxpayer identification number authorizes the AGENCY to withhold any amount due and payable under this Agreement.

9. SITUS

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

10. COMPLIANCE WITH LAW:

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the AGENCY. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

11. TERMINATION OF AGREEMENT:

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the AGENCY.

12. AMENDMENTS:

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

13. AGREEMENT CLOSE-OUT PROCESS:

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final report) within ninety (90) days after expiration of the agreement term.


RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day time period stated above. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

14. AUTHORIZED SIGNATURE WARRANTY:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

In Witness Whereof, the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

MACON COUNTY

 9/28/17
Signature Date

Derek Roland County Manager
Printed Name Title

OFFICE OF STATE BUDGET AND MANAGEMENT

Charles Perusse 10-2-17
Signature

Charles Perusse State Budget Director
Printed Name Title

Attachment A Scope of Work and Annual Budget

Before it will be possible to finalize this award and make any disbursement, you are required to provide to the Agency a description for how the organization will spend the amount of funding allocated for the specific purpose as stated in the grant contract. This will include a scope of work, information related to any potential subgrants and an annual budget for the grant funds. Please attach additional sheets as necessary.

1. Organization:	
Organization Name:	Macon County
Tax Identification #:	56-6000930
Organization Fiscal Year End: (mmdyyy)	06/30/2018

2. Scope of Work:
Recipient shall detail below how the organization will spend the amount of funding allocated for the specific purpose as stated in the grant contract. The description should include services to be provided, objectives to be achieved, and expected results. The description should also include anticipated timing of those services, objectives and expected results.
Macon County intends to use the funding towards exterior renovations to the Robert C. Carpenter Community Building. This consists of resurfacing existing parking lots in the front and rear of the building, new paving for a circle connecting to lots/other added areas, and new landscaping. This will complement the recent renovations made to the interior of the building. These exterior renovations are currently planned to be completed by November 30, 2017.

3. Subgrants:			
a. Does the Recipient anticipate that it will subgrant or pass down any funds to another organization?	Yes	<input checked="" type="checkbox"/>	No
If yes, answer the following:			
b. Name of Subrecipient	c. Program Name	d. Amount to Subrecipient	

Below are general expenditure descriptions that can serve as a *guide* for preparing the organization's annual budget related to the grant award. Please add or delete expenditure captions for clarity if needed. The annual budget must be signed by an authorizing official.


The following annual budget is for the time period beginning 7/1/2017 and ending 6/30/18.

EXPENDITURE DESCRIPTION

AMOUNT

Employee Expenses (e.g. program related staffing).	\$
Services and Contract Expenses (e.g. utilities, telephone, data, lease related expenses) – <i>Contracts for paving and landscaping</i>	\$100,000
Goods (e.g. supplies and equipment) Expenses	\$
Administration Expenses (e.g. overhead & project management)	\$
Other Expenses (e.g. related charges not assigned above and described by recipient)	\$
Total Beginning Balance of the Project Fund	\$100,000

With regard to the information contained herein, I certify that the annual budget has been approved by the Recipient's Chief Fiscal Officer, County Manager or City Manager.

 9/28/17
Signature Date

Devek Roland County Manager
Printed Name Title

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 12, 2019

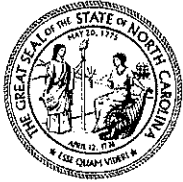
DEPARTMENT/AGENCY: EMS

SUBJECT MATTER: Funding for Community Paramedic Program

COMMENTS/RECOMMENDATION: Macon County EMS has been offered funding from the NC Department of Health and Human Services - Office of Emergency Medical Services to cover expenses for the Community Paramedic Program two(2) days per week for post-overdose follow-up visits. This was a short turn-around funding opportunity for existing Community Paramedic Programs to enhance existing post-overdose teams. Existing employees will be utilized with no addition of staff necessary. Funding amount of \$20,000 will cover employee costs, vehicle expenses and some print materials.

Attachments Yes No

Agenda Item 11A



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**
Division of Health Service Regulation

ROY COOPER • Governor
MANDY COHEN, MD, MPH • Secretary
MARK PAYNE • Director

Macon County EMS
Todd Doster, EMS Coordinator
104 E. Main St.
Franklin NC 28734

Thank you for applying for the post-overdose response team grant opportunity. I am delighted to inform you that your application has been chosen as a recipient for the grant. You have been awarded **\$20,000.00**. Many applications from across the state were received and each one was given careful consideration. A workgroup of DPH and OEMS staff took each application and scored every question individually, then came up with a cumulative score. These scores were then compared and averaged out. It should be noted that it was a highly competitive process with many agencies scoring very close to each other. I cannot thank you enough for taking the time to complete this process.

In the coming weeks we will have quite a bit of work to complete, given the short turn-around time on this grant. Our hope is that this grant opportunity is just a stepping stone towards sustainable funding and helping to resolve the opioid epidemic. If I can be of any assistance to you and/or your agency, please do not hesitate to contact me with anything you might need. We all have to work together on these type projects for any of us to be successful. Thank you again for all that you do for the EMS community.

A handwritten signature in black ink, appearing to read "D. Ezzell".

David Ezzell, MPA, EMT-Paramedic
Education Consultant
Division of Health Service Regulation, Office of Emergency Medical Services
North Carolina Department of Health and Human Services
919.855.3960
david.ezzell@dhhs.nc.gov

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF HEALTH SERVICE REGULATION
OFFICE OF EMERGENCY MEDICAL SERVICES

LOCATION: 1201 Umstead Drive, Wright Building, Raleigh, NC 27603
MAILING ADDRESS: 2707 Mail Service Center, Raleigh, NC 27699-2701
www.ncdhhs.gov/dhsr/ • TEL: 919-855-3935 • FAX: 919-733-7021

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 12, 2019

DEPARTMENT/AGENCY: Economic Development

SUBJECT MATTER: Resolution Declaring Surplus Property and Approval of a Nine Month Lease to TECO SSL INC, a Tennessee Business Corporation.

COMMENTS/RECOMMENDATION:

TECO SSL INC, who is currently a tenant at the Business Development Center, is seeking approval to lease additional vacant office space located inside the Business Development Center. Tommy Jenkins, EDC Director and County Attorney Chester Jones will provide additional information and answer questions as needed.

Attachments Yes No

Agenda Item 11B

STATE OF NORTH CAROLINA
COUNTY OF MACON

**RESOLUTION OF THE MACON COUNTY BOARD OF COUNTY COMMISSIONERS
DECLARING PROPERTY TO BE SURPLUS AND APPROVING A NINE MONTH
LEASE OF THE SAME BY MACON COUNTY TO TECO SSL INC, A TENNESSEE
BUSINESS CORPORATION.**

THAT WHEREAS, Macon County owns certain real property being described in the Lease to TECO SSL INC., a Tennessee Business Corporation, a copy of which is attached hereto; and

WHEREAS, Macon County does not presently have a use for the same; and

WHEREAS, Macon County desires to declare the same to be surplus and authorize the entry of the Lease to TECO SSL INC., a Tennessee Business Corporation, a copy of which is attached hereto, for the period of nine months from February 13, 2019; and

WHEREAS, pursuant to N.C. Gen. Stat. § 160A-272, Macon County is authorized to enter into the Lease to TECO SSL INC., a Tennessee Business Corporation, a copy of which is attached hereto, upon the passing of a Resolution authorizing the same.

NOW THEREFORE, upon Motion of Commissioner _____, seconded by Commissioner _____, and duly approved, be it hereby resolved by the Macon County Board of County Commissioners as follows:

RESOLVED, that Macon County will not have a need for the real property described in the Lease to TECO SSL INC., a Tennessee Business Corporation, a copy of which is attached hereto and incorporated herein by reference for and during the term of such lease and does hereby declare the same to be surplus property; and

RESOLVED, that Macon County does hereby authorize the entry into the Lease to TECO SSL INC., a Tennessee Business Corporation, a copy of which is attached hereto and incorporated herein by reference, for the period of Nine Months from February 13, 2019, to November 13, 2019; and

RESOLVED, that Derek Roland, Macon County Manager, is hereby authorized and directed to fill in any blanks upon the same and execute said Lease to TECO SSL INC., a Tennessee Business Corporation, on behalf of Macon County.

Adopted at the February 12, 2019, Regular Meeting of the Macon County Board of Commissioners.

James Tate, Chairman, Macon County Board of
County Commissioners

ATTEST:

Derek Roland, Macon County Manager
and Clerk to the Board

(Official Seal)

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 12, 2019

DEPARTMENT/AGENCY: Economic Development

SUBJECT MATTER: Approval of Lease to TECO SSL INC., A Tennessee Business Corporation

COMMENTS/RECOMMENDATION:

TECO SSL INC, who is currently a tenant at the Business Development Center, is seeking approval to lease additional vacant office space located inside the Business Development Center. Tommy Jenkins, EDC Director and County Attorney Chester Jones will provide additional information and answer questions as needed.

Attachments Yes No

Agenda Item 11C

**NORTH CAROLINA
MACON COUNTY**

**LEASE TO TECO SSL INC.,
A TENNESSEE BUSINESS CORPORATION,
FROM MACON COUNTY**

This lease is made effective this 13th day of February, 2019, by and between MACON COUNTY, a body corporate and politic organized and existing under the laws of the State of North Carolina, hereinafter called the "Lessor," and TECO SSL INC., a Tennessee Business Corporation, hereinafter called the "Tenant."

WITNESSETH:

That, subject to the terms and conditions hereinafter set forth, the Landlord does hereby demise and let and the Tenant does hereby rent and hire from the Landlord, those certain premises (hereinafter referred to as the "Premises") located at the Macon County Business Development Center and more particularly described on Exhibit A attached hereto and incorporated herein.

(1) Premises. Lessor leases unto the Tenant, and the Tenant accepts upon the full terms and conditions of this lease, that certain office space located in the Macon County Business Development Center at the Macon County Industrial Park near Franklin, NC, as specifically shown on the drawing of the floor plan of the Business Development Center which is incorporated herein by reference. The space designated on the drawing in the color yellow is leased unto the Tenant for Tenant's exclusive use, together with such portion of the premises as is reasonably necessary for access, parking and use of the leased premises.

(2) Term. This lease shall commence February 13, 2019 and shall continue for a term expiring on November 13, 2019. **THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, LESSOR MAY END THIS LEASE UPON 30 DAYS NOTICE TO TENANT WITHOUT LEGAL CONSEQUENCE.**

(3) Rent. The Macon County Business Development Center is owned by Macon County as a small business incubator to promote economic development and the growth of jobs in Macon County. The lease of the premises to Tenant is in furtherance of that policy. The monthly rent for the aforementioned space is \$300.00 per month included utilities.

(4) Use of Premises. The leased premises shall only be used by Tenant for a business that does Design & Manufacture LED Paint Inspection Lighting Systems for OEM Automotive Manufacturers such as TESLA, TOYOTA, FORD and Etc.

(5) No Assignment. This lease shall not be assigned by Tenant nor shall Tenant sublet the leased premises or any portion thereof.

(6) Tenant's Responsibilities for Repairs. Tenant agrees to accept the premises in their present condition and to maintain the interior components of the portion of the premises leased to Tenant in a good state of repair during the term of this lease. Interior components shall include the floors, walls, ceilings, electrical components, lighting fixtures, plumbing and plumbing fixtures. Tenant shall be responsible for interior repairs in the portions of the premises leased to it exclusively and in common with other tenants. If other space in the Center is leased to existing or additional tenants, the tenants shall establish a procedure by which all tenants using the common area shall share in the cost of such maintenance. At termination, Tenant shall surrender the premises to the Lessor in as good condition as they now are, except for ordinary wear and tear incident to the use of the premises.

(7) Lessor's Responsibilities for Repairs. Lessor shall make all necessary repairs to the exterior of the premises, including the parking and driveway areas, exterior walls, windows and roof. In the event the premises or any part thereof are substantially damaged by fire or other casualty to the extent that necessary repairs will exceed twenty percent of the value of the building, the parties agree that Lessor shall have no obligation to make the repairs and Lessor may elect to either make the necessary repairs or to terminate the lease.

(8) Maintenance. Tenant shall be solely responsible for all routine and recurring maintenance, including cleaning, trash removal and painting of the interior portion of the premises leased to it exclusively and the portion of the premises leased to is as common area with other tenants. If other space is leased to existing or additional tenants, the tenants shall establish a procedure by which all tenants using the common area shall share in the cost of such maintenance. Lessor shall continue to maintain the exterior premises including the parking areas, driveways and landscaping/mowing.

(9) Abatement of Nuisances and Appearance. Tenant shall comply with all laws, rules and regulations of any governmental jurisdiction applicable to the leased premises and shall take all measures necessary to prevent or abate nuisances or other grievances arising out of the manner of the occupancy of the premises for its business purposes. Tenant shall further maintain the appearance of the premises in manner that is aesthetically pleasing and consistent with other business users in the neighborhood and shall not accumulate trash or debris nor display merchandise on the premises.

(10) Utilities. Lessor shall be responsible for furnishing Tenant electric, water, gas, and garbage disposal in the space leased exclusively to Tenant.

(11) Alterations. Tenant shall not make any alterations, additions or improvements to the premises without first obtaining written permission from the Lessor and any such alterations, additions or improvements which are permitted shall inure to the benefit of the Lessor upon expiration of the lease and surrender of the premises by the Tenant.

(12) Indemnification. Tenant shall indemnify Lessor and hold it harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury or damage to property occurring in or about, or arising out of, the leased

premises, or occasioned wholly or in part by any act or omission of Tenant, its agents, licensees, concessionaires, customers or employees. In the event Lessor shall be made a party to any litigation, commenced by or against Tenant, its agents, licensees, concessionaires, customers or employees, then Tenant shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorneys' fees included or paid by Lessor in connection with such litigation.

(13) Environmental Matters. With respect to any pollutants, contaminants, chemicals, or industrial, toxic or hazardous substance or material defined as such in, or for purposes of, all applicable environmental laws, rules, regulations and ordinances now or hereafter in effect ("Environmental Laws"), including without limitation, any waste constituents coming within the definition or list of hazardous substances in 40 C.F.R. §§ 261.1 through 261.33 ("Hazardous Material"), the Tenant represents, warrants and covenants that it will indemnify and hold Lessor harmless from and against any and all losses, liabilities, damages, injuries, interest, deficiencies, fines, penalties, costs, expenses, attorneys' fees, disbursements, and costs of investigation and clean-up, including without limitation, claims, suits, and proceedings by federal, state, or local government authorities with respect to, or as a direct or indirect result of (i) the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or releasing from, the property of any Hazardous Material, if such occurs during the term of the lease, (ii) any other environmental pollution, including without limitation, any contaminant, waste, irritant or pollutant, discharged into or otherwise contained in the environment at or adjacent to the property if such occurs during the term of the lease, (iii) non-compliance relating to the Tenant's business or the property with any Environmental Law or any other federal, state or local statute, law, ordinance, rule, regulation, order or decree, or (iv) the inaccuracy, misrepresentation or violation or default of or under any matter set forth in this section unless any such loss, liability, damage, injury or the like is directly caused by negligent acts of the Lessor. In addition, the Tenant shall at all times keep on file with the Macon County Fire Marshall a list of any of the materials, substances, or chemicals described in this paragraph and stored or kept on the leased premises.

(14) Incidents of Default. Each and every term of this lease is a material part of this lease and continuation of the lease is conditioned on the parties' adherence to its terms. The breach or threatened breach of any of the lease terms by the Tenant shall be deemed an incident of default. A declaration of insolvency or the filing of a petition of bankruptcy by the Tenant shall also be deemed an incident of default. In the event Tenant defaults as defined in this paragraph, Lessor may declare the lease terminated and retake possession of the premises upon allowing Tenant a reasonable time to vacate the premises and remove its personal property from the premises.

(15) E-Verification. Tenant shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Tenant utilizes a subcontractor, Tenant shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

In testimony whereof, the parties have signed this lease in their respective corporate names by their appropriate corporate officers and affixed their corporate seals effective as of the date first written above in duplicate originals, one of which is retained by each of the parties.

MACON COUNTY

By: _____
Derek Roland, Macon County Manager

TECO SSL INC.

By: _____
Authorized Representative

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 12, 2019

DEPARTMENT/AGENCY: Department of Social Services

SUBJECT MATTER: Additional Child Welfare Positions

COMMENTS/RECOMMENDATION: Patrick Betancourt, Director of Social Services will be coming before the board to request the addition of two Child Welfare Positions in FY 18-19'.

Attachments ____ Yes No

Agenda Item 11D

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 12, 2019

DEPARTMENT/AGENCY: Solid Waste

SUBJECT MATTER:

Interlocal Agreement between Macon and Clay County: Landfill Gas Monitoring Services

DEPARTMENT HEAD COMMENTS/RECOMMENDATION:

I was contacted in December by the Solid Waste Director in Clay County requesting assistance with their landfill gas monitoring program at the closed Clay County Sanitary Landfill. The original inquiry involved the type of meter that we used in our monitoring program. After some discussion, I offered to conduct the quarterly sampling events for Clay County for a fee of \$250.00 per event. This would allow Clay County to have their monitoring provided without having to spend approximately \$10,000.00 for their own monitoring equipment. Further, it would provide Macon County with \$1,000.00 per year of additional revenue, which is about the annual cost of required factory calibration and servicing. With approval in concept from each County Manager, I created a draft Agreement; heavily plagiarized from an earlier interlocal between Macon County and the Town of Franklin. I provided this draft to Clay County Solid Waste and received no comments back. I then forwarded the draft Agreement to Macon County Attorney, Chester Jones for his review and final recommendation to the Board.

Therefore, I am requesting that the Board of Commissioners approve an Interlocal Agreement between Macon and Clay Counties, pending finalization of language and agreement of each County's attorney. Further, I request that the Board authorize the County Manager to execute the same upon receipt of the final draft from Chester Jones.

COUNTY MANAGER'S COMMENTS/RECOMMENDATION:

Attachments X Yes No
Agenda Item 11E

ATTACHMENT 1

STATE OF NORTH CAROLINA
COUNTY OF MACON

INTERLOCAL AGREEMENT

THIS AGREEMENT, made this ____ day of January, 2019, by and between the COUNTY OF MACON, a body politic and corporate of the State of North Carolina (hereinafter sometimes referred to as "Macon") and the COUNTY OF CLAY, a body politic and corporate of the state of North Carolina (hereinafter sometimes referred to as "Clay"):

WITNESSETH:

WHEREAS, Clay County is required to monitor for landfill gas migration off property at the closed Clay County Sanitary Landfill; and

WHEREAS, the cost for monitoring equipment and calibration of the same is cost prohibitive to Clay; and

WHEREAS, the Macon County Solid Waste Department owns the necessary monitoring equipment; and

WHEREAS, Macon County Staff is well versed in performing landfill gas monitoring at closed landfills.

NOW THEREFORE, the parties hereto agree as follows:

I. Macon County agrees:

- A. To travel to Clay County and perform routine landfill gas monitoring at the closed Clay County Sanitary Landfill; consisting of 7 gas monitoring probes and 3 on-site structures; quarterly, as required, each year.
- B. Utilize Macon County equipment (LandTec GEM5000; or equivalent) in the performance of these monitoring events. Gas meter will be maintained and calibrated consistent with Manufacturer and NC DEQ landfill gas monitoring requirements.
- C. Cooperate with Clay County in scheduling sampling events so that Clay can provide support personnel, if needed, while not interfering with compliance landfill gas monitoring at closed Macon County Sanitary Landfills.
- D. Provide to Clay County a final analysis and report of landfill gas concentrations at each sampling point within seven (7) days of completion of the sampling event.

II. Clay County agrees:

- A. Insure agents of Macon County have unfettered access to all sampling locations, including but not necessarily limited to, clear travel roads; keys to sampling wells and any locked facilities that are part of the site-sampling plan during the monitoring event.
- B. Notify Macon County of any changes to the sampling program; including addition or deletion of sampling points, and/or changes to sampling frequency; at least fourteen (14) days prior to the next sampling event.
- C. To pay to Macon County the amount of \$250.00 per sampling event.

ATTACHMENT 1

III. Both parties agree:

- A. The Solid Waste Directors; on behalf of the Managers; for each County are authorized to administer this Agreement on behalf of the Counties.
- B. This Agreement shall be for a term of three (3) years from the date of execution hereof. Unless terminated as provided herein, this Agreement shall be automatically renewed for successive periods of three (3) years.
- C. This Agreement may be terminated upon written notice by either party; said written notice to be delivered to the County Manager of the non-cancelling party. Each party hereto shall endeavor to give the other party as much notice as possible before terminating this Agreement pursuant to this provision.
- D. The Counties may, from time to time, execute and deliver such amendments to this Agreement and such further instruments as may be required or desired for carrying out the expressed intention of this Agreement.

IN WITNESS WHEREOF, the Counties of Macon and Clay have caused this contract to be executed in duplicate originals all as of the date and year first above written.

COUNTY OF CLAY

Seal: _____

Name: _____

Title: _____

ATTEST:

COUNTY OF MACON

Seal: _____

Name: _____

Title: _____

ATTEST:

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 12, 2019

DEPARTMENT/AGENCY: PLANNING BOARD

SUBJECT MATTER: Discussion of Planning Board priorities for FY 19-20'.

COMMENTS/RECOMMENDATION:

Planning Board Liaison Commissioner, Karl Gillespie will lead the discussion concerning prioritization of tasks for the Macon County Planning Board in the coming fiscal year. A copy of previous email correspondence on this topic has been included as part of this agenda item.

Attachments X Yes No

Agenda Item 11F

Derek Roland

From: Karl Gillespie <karl@karlgillespie.com>
Sent: Wednesday, January 30, 2019 11:31 AM
To: garymshields@yahoo.com
Cc: Derek Roland; jim.tate@maconnc.org
Subject: Re: Planning Board

I will ask Derek to add it to the list.

Thank you for sending it.

Karl E. Gillespie
828-371-2220

The email and files transmitted with it are confidential and are intended solely for the use of the individual which they are addressed. If you are not the original recipient, be advised you have received this email in error and that any use, dissemination, forwarding, printing or copying of this email is strictly forbidden. If you received this email in error, notify the sender immediately.

From: garymshields@yahoo.com
Sent: Wednesday, January 30, 2019 11:19 AM
To: Karl Gillespie
Subject: Re: Planning Board

#9. I would like for the commissioners, via Planning Board, to be more updated on the Angel Medical Center/Mission regarding what is planned for the AMC building going forward. I have just met with 3 citizens here now in the Pain Clinic and their concern was the future of the physical structure.

Sent from my iPhone

On Jan 29, 2019, at 8:27 PM, Karl Gillespie <karl@karlgillespie.com> wrote:

Gentlemen,

The following is a list of items that each of you submitted (in no particular order) to be considered for the Planning Boards next project.

Please let me know if there are any others that you would like to be added to the list. From that maybe we prioritize them?

1. I think they need to be involved in space needs plan after we receive it at least for their input and how it ties in the comprehensive plan.
2. I feel like our homeless and low income situation might deserve some consideration and a report on recommendations. I know that there are other boards that deal with the matters, but no one really reports to us on verified statistics and pulls all of the information together from all parties for potential solutions.
3. We have had a few issues with flood plain matters. What is the best way to communicate to our residents the laws/regulations? Maybe future issues can be avoided.

4. Greenway expansion, with maybe a recommendation on the property behind the library, access under bridges, etc.
5. Studying our school system facilities and suggestions for improvements.
6. Subdivision ordinance review.
7. Let them research or plan the Nantahala stuff. Community building, library, walking trails, recreation, etc.
8. Study the efficiency of Macon County Government departments, how Macon County compares to neighboring counties in regards to the amount of tax dollars that is being spent.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 12, 2019

DEPARTMENT/AGENCY: Recreation

SUBJECT MATTER: (See Comments)

COMMENTS/RECOMMENDATION:

Recreation Director, Seth Adams will be present to discuss the following items from the Recreation Department:

1. Room Rates for Robert C. Carpenter Building
2. Potential Greenway Connection under Town Bridge
3. Potential location for Dog Park

Attachments Yes No

Agenda Item 11G

Derek Roland

From: Seth Adams <sadams@maconnc.org>
Sent: Thursday, January 31, 2019 8:18 AM
To: droland@maconnc.org
Subject: RE: Agenda Deadline

I have 3 items that need to be placed on the agenda. Room rates for the Robert C. Carpenter Building, The Greenway connection under Town Bridge, and the possible location of the new dog park. If you can, please place me at the end of the meeting.

Thanks!

Seth Adams
Director
Macon County Parks & Recreation
sadams@maconnc.org
(828) 371-1397

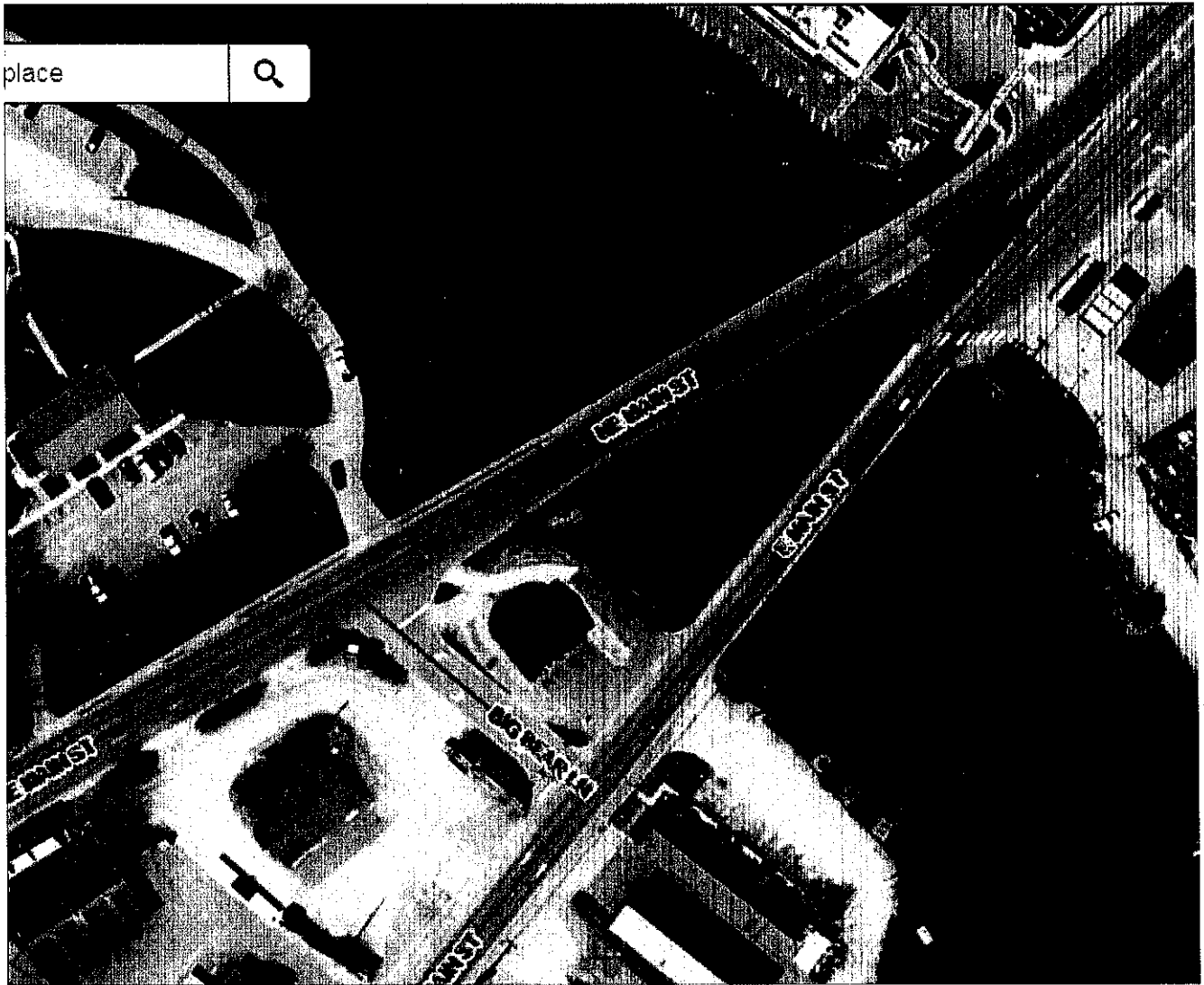
From: Derek Roland [<mailto:droland@maconnc.org>]
Sent: Thursday, January 31, 2019 8:14 AM
To: Departments
Subject: Agenda Deadline

Department Heads,

Please send any agenda items you have for the February 12, 2019 Board of Commissioners Meeting to droland@maconnc.org on or before Friday, February 1, 2019 at 5:00 pm.

Thanks,

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



65929893
BRIDGE OFFICE SOLUTIONS, LLC
1382417

65928052
BUNGARNER, WALTER
14728

65941559
LAGON COUNTY
8224514

65941576
LAGON COUNTY BOARD OF EDUCATION

507

1001

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 12, 2019

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Consent Agenda

COMMENTS/RECOMMENDATION:

- A. Minutes of the January 8, 2019 Regular Meeting**
- B. Budget Amendments #128-138**
- C. Tax Releases (None)**
- D. Tax Office Monthly Report**
- E. Authorization of Tax Office to collect any unpaid taxes for current fiscal year per NCGS 105-369**
- F. Macon County Board of Public Health proposed fee changes/additions**

Attachments Yes No

Agenda Item 12A-12F

MACON COUNTY BOARD OF COMMISSIONERS
January 8, 2019
MINUTES

Chairman Tate called the meeting to order at 6:00 p.m. and welcomed those in attendance. All Board Members, the County Manager, Deputy Clerk, Finance Director, County Attorney, members of the news media and interested citizens were present.

ANNOUNCEMENTS: There were no announcements.

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

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

PUBLIC COMMENT PERIOD: There was no public comment.

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

- To add appointment of Mr. Ross Dodge to the Board of Health, item 13B per Chairman Tate.
- To add Item 11G, "Discussion of Liaison appointments", per Chairman Tate.
- To add item 9B "Impacts of federal government shutdown on DSS" discussion by DSS Director Patrick Betancourt, per the County Manager.

AUDIT PRESENTATION FOR FISCAL YEAR 2017: Carrie Dunlap with the firm of Martin Starnes & Associates, CPAs presented a PowerPoint presentation of the county's annual financial report for the year ended June 30, 2018. Among the highlights of Ms. Dunlap's presentation:

- The county received an "unmodified opinion," which is "clean" and the "best you can receive," along with her thanks for a "cooperative staff."
- The total fund balance for the general fund grew by \$2,450,278 to a new total of \$28,660,749, which serves as a measure of the county's financial resources available.
- The "available" fund balance position for 2018 was \$24,849,551, up from \$22,202,775 in 2017, an increase of \$2,646,776. Ms. Dunlap noted that the county has roughly 6.5 months of financial "supply" on hand.

Sheriff's Department and School System followed the terms and conditions of the grant, we would more than likely receive funding for more than one year. According to the Finance Director the grant was for \$66,667 but it would only net \$26,000 in new revenue during FY 19', as the Nantahala SRO grant of \$39,722 which Macon County had received for four consecutive years, was budgeted in FY 19' but was not received. As a result, \$30,807 in additional funding would be needed to bring the two additional positions on for the remainder of FY 19'. The County Manager presented to the board possible options within the FY 19, Budget from which the \$30,807 in additional funds could be taken. After a brief discussion on the SRO program, Commissioner Ronnie Beale made a motion to appropriate from fund balance the \$30,807 needed to match the grant and fund the two SRO positions for the remainder of FY 19', seconded by Commissioner Shields, the motion passed unanimously.

DISCUSSION CONCERNING THE INDUSTRIAL PARK SOCCER FIELD CONCESSION STAND: The County Manager informed the board that he had received a quote from Sprinkle Surveying in the amount of \$1250 to complete a drawing which can be used to create a lease between Southwestern Community College and Macon County for the portion of property which contains the concession stand area at the industrial park soccer field (Attachment 3). The aforementioned property is more particularly described as PIN # 657339944 according to records furnished by the Macon County Tax Office (Attachment 3). Acting on the advice of their legal counsel, Southwestern Community College originally planned to gift the portion of property to Macon County, who is its primary user, for the purpose of limiting SCC's future liability. Upon further research by the County Attorney, it was found that "giving" the property to Macon County was prohibited due to general statutes which placed limitations on SCC and this piece of property. Commissioner Tate questioned if the lease could be long term and the County Attorney responded that this would be possible. Upon a motion by Commissioner Gillespie, seconded by Commissioner Shields, the board voted unanimously to take the \$1250 needed to complete the drawing from the contingency fund.

RESOLUTION AND LEASE AGREEMENT WITH GEM AND MINERAL SOCIETY: The County Attorney informed the board that he had prepared a resolution and lease agreement between Macon County and the Gem and Mineral Society. The proposed lease has a one year term and the parties will revisit the agreement prior to the renewal date with the understanding that the next renewal could be for a longer time period. Commissioner Beale made a motion to approve the resolution and lease agreement as presented, Commissioner Gillespie seconded, motion passed unanimously. The resolution and lease agreement have been included as (Attachments 4&5) respectively and are hereby made a part of these minutes.

members the opportunity to provide different thoughts and perspectives on the different boards and committees we are responsible for.”

CONSENT AGENDA: Upon a motion by Commissioner Higdon, seconded by Commissioner Shields, the board voted unanimously to approve the items on the consent agenda as follows: the minutes of the December 11, 2018 regular meeting; the following budget amendments: #112 Foster Care Donation of \$100 Social Services; #113 Emergency Overdose/Opioid Crisis Grant \$75,660 Health Department; #114 Funding restored under agreement addendum FY 18-19’ for 351 Child Health \$3,500; tax releases for the month of December in the amount of \$947.65; and the monthly ad valorem tax collections report (no action necessary).

APPOINTMENTS: Community Advisory Committee for Long Term Care: Upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to appoint Helen Burnette, Dorothy Crawford, Pam Goldsmith, Rev. Gene Hawkins, June Hawkins, Lisa Henry and George Taylor to the Community Advisory Committee for Long Term Care. **Health Board:** Motion was made by Commissioner Beale and seconded by Commissioner Shields to appoint Ross Dodge to fill the general public seat on the Health Board. Motion passed unanimously.

CLOSED SESSION: Upon a motion by Commissioner Beale, seconded by Commissioner Gillespie, the board voted unanimously to go into closed session at 7:41 p.m. for the purpose of preserving the attorney client privilege. At 8:07 p.m., upon a motion by Commissioner Higdon, seconded by Commissioner Beale, the board voted unanimously to come out of closed session and return to open session.

RECESS: With no other business, at 7:42 p.m., upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to recess the meeting until Thursday, February 7, 2019 at 12:00 pm in the Commissioners Boardroom located at 5 West Main Street, Franklin NC, 28734 for the annual Budget Kickoff meeting.

Derek Roland
Ex Officio Clerk to the Board

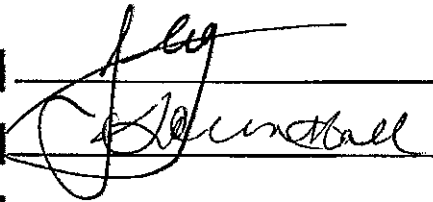
Jim Tate
Board Chairman

MACON COUNTY BUDGET

137

AMENDMENT #	
FROM:	John Fay
DEPARTMENT:	HOUSING
EXPLANATION:	ADDITIONAL FUNDING

ACCOUNT	DESCRIPTION	LINE ITEM	
		INCREASE	DECREASE
515900	WEATHERIZATION DOE 2019 #7640		
515900-550001	SALARY		
515900-550201	MEDICARE/FICA		
515900-550203	HOSPITALIZATION		
515900-550206	LIFE INSURANCE		
515900-550207	RETIREMENT-GENERAL		
515900-550701	COUNTY 401K		
515900-556030	WAP TRAINING & TECH	4,500	
515900-556031	WAP ADMIN	1,785	
515900-556034	WAP PROGRAM OPERATIONS	26,800	
515900-556035	WAP HEALTH & SAFETY	5,360	
513831-447251	Revenue	38,445	
	Total	38,445	

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

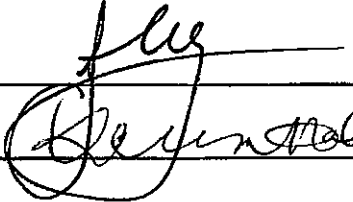
MACON COUNTY BUDGET

138

AMENDMENT #	
FROM:	John Fay
DEPARTMENT:	HOUSING
EXPLANATION:	ADDITIONAL FUNDING

ACCOUNT	DESCRIPTION	LINE ITEM	
		INCREASE	DECREASE
515901	WEATHERIZATION LIHEAP 19 #7640		
515901-550001	SALARY		
515901-550201	MEDICARE/FICA		
515901-550203	HOSPITALIZATION		
515901-550206	LIFE INSURANCE		
515901-550207	RETIREMENT-GENERAL		
515901-550701	COUNTY 401K		
515901-556031	WAP ADMIN	1,577	
515901-556034	WAP PROGRAM OPERATIONS	17,714	
515901-556035	WAP HEALTH & SAFETY	16,680	
513831-447258	Revenue	35,971	
	Total	35,971	

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 MONTHLY
AD VALOREM TAX COLLECTIONS REPORT

Jan-19

Month to Date	Beginning Balance	Levy Added	Less Releases	Less Write-Offs	Equals Adj Levy	Gross Payments	Less Refunds	Misc Dr/Cr	Net Payments	Outstanding Balance
General Tax	4383413.72		0	-578.36	-40.17	-2854316.73	21927.17	8004.97	-2824384.59	1558410.6
Fire Districts	574967.94		0	-89.29	-7.43	-351759.51	0	962.03	-350797.48	224073.74
Landfill User Fee	409825.54		0	-280	-2.02	-183391.96	0	567.7	-182824.26	226719.26
Totals	5368207.2		0	-947.65	-49.62	-3389468.2	21927.17	9534.7	-3358006.33	2009203.6

Year to Date	Beginning Balance	Levy Added	Less Releases	Less Write-Offs	Equals Adj Levy	Gross Payments	Less Refunds	Misc Dr/Cr	Net Payments	Outstanding Balance	Collection Percentage
General Tax	0	27128797.25	-28090.34	-1239.81	27099467.1	-25664641.77	107733.36	15851.91	-25541056.5	1558410.6	94.25
Fire Districts	0	3261222.47	-3902.21	-189.05	3257131.21	-3035292.15	0	2234.68	-3033057.47	224073.74	93.12
Landfill User Fee	0	2554219	-1705	-10.71	2552503.29	-2327301.73	0	1517.7	-2325784.03	226719.26	91.12
Totals	0	32944238.72	-33697.55	-1439.57	32909101.6	-31027235.65	107733.36	19604.29	-30899898	2009203.6	93.89

94.25% collected on 2018 general taxes, late listing penalties, discoveries and deferred taxes as of 1/31/2019 as compared to 93.9% collected as of 1/31/2018

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



Phone: (828) 349-2149
Fax: (828) 349-2564
tmcdowell@maconnnc.org

TO: MACON COUNTY COMMISSINERS

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

DATE: February 1, 2019

RE: N.C.G.S. §105-369

North Carolina General Statute §105-369 states that in February of each year, the tax collector must report to the governing body the total amount of unpaid taxes for the current fiscal year that are liens on real property. The statute also states that upon receipt of the report, the governing body must order the tax collector to advertise the tax liens. This is a request for the Macon County Commissioners to order the tax office, per this statute, to collect any unpaid taxes owed to Macon County. Currently our collection rate is 94.25% which is an increase over the collection rate of 93.9% at this time last year. However, there is still a balance of \$1,558,410.00 outstanding and enforced collections will be utilized to collect as much of that outstanding amount as possible.

Notices regarding this process will be sent to all taxpayers who have a delinquent tax account. They will have thirty (30) days to respond before the actual advertising of liens is published.

Thank you and please contact me if you should have any questions.

Respectfully,

A handwritten signature in black ink that reads "Teresa McDowell". The signature is written in a cursive style with a large initial "T" and "M".

Teresa McDowell
Tax Collections Supervisor

Macon County Public Health Proposed Fee Changes/Additions
Board of Health Approved 1/22/2019

CPT	Description	Previous Price	Proposed Price
J1726	Makena 17P – to prevent pre-term delivery	-	\$850.00
J3490	17-P used only for the treatment of advanced adenocarcinoma of the uterine corpus (Stage III or IV); in the management of amenorrhea (primary and secondary) and abnormal uterine bleeding due to hormonal imbalance in the absence of organic pathology, such as submucous fibroids or uterine cancer; as a test for endogenous estrogen production and for the production of secretory endometrium and desquamation.	-	\$850.00
82270	Fecal occult blood	-	\$25.00
85652	Sedrate (ESR) Automated	-	\$29.00
Q3014	Tele psychiatry Origination Site Fee	-	\$21.00
90700	DTap	\$31.00	\$35.00
90651	Gardasil (HPV)	\$190.00	\$205.00
90746	Hep B Adult	\$50.00	\$65.00
90734	Menactra	\$116.00	\$125.00
90710	MMRV – Proquad	\$210.00	\$216.00
90732	Pneumonia	\$97.00	\$103.00
90670	Prevnar	\$189.00	\$220.00
90636	Twinrix	\$81.00	\$85.00
90716	Varicella (Varivax)	\$131.00	\$136.00
	Environmental Health Fees		
Pit Privy/Vault Privy/Incinerating Toilet/Composting Toilet	Application fees for permitting a Pit Privy, Vault Privy, Incinerating Toilet or a Composting Toile		\$250.00

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 12, 2019

DEPARTMENT/AGENCY: Airport Authority

SUBJECT MATTER: Re-Appointment

COMMENTS/RECOMMENDATION:

Please find attached the re-appointment notice for Gary Schmitt to the Macon County Airport Authority. The Board of Commissioners must now vote on this appointment.

Attachments X Yes No

Agenda Item 13A

Macon County Airport Authority
5 West Main Street
Franklin, NC 28734

Miles Gregory, Chairman
Gary Schmitt, Vice-Chairman
Pete Haithcock, Secretary/Treasurer

Tommy Jenkins, Member
Richard Rhodes, Member

January 15th, 2019

Mr. Mike Decker
Human Resources Director
Macon County Courthouse
5 West Main Street
Franklin, NC 28734

RE: Re-Appointment of Gary Schmitt to the Macon County Airport Authority

Dear Mike,

This letter is to inform you that the Macon County Airport Authority voted to re-appoint Gary Schmitt to the Macon County Airport Authority during their regular meeting held on May 29th, 2018. The motion was made by Member Jenkins, seconded by Member Rhodes and was passed unanimously. Unfortunately, we failed to forward this re-appointment notice to your office in order to have it voted on by the Commissioners. Please put this on the agenda for the upcoming Commissioners' meeting.

Mike, I apologize for any inconvenience regarding this oversight.

Please feel free to contact me if you need any other information or if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Teresa McDowell". The signature is written in a cursive style with a large, looped "M" and "D".

Teresa McDowell
Administrative Clerk to the Macon County Airport Authority

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 12, 2019

DEPARTMENT/AGENCY: TDC

SUBJECT MATTER: Appointments

COMMENTS/RECOMMENDATION: Connie Grubermann, Patrick Graham and Katie LaFlamm currently serve on the TDC and their terms have expired. Each of them is willing to serve another term on the TDC therefore wish to be reappointed.

Attachments Yes No

Agenda Item 13B

Pam Ledford

From: Linda Harbuck <lindah@franklin-chamber.com>
Sent: Friday, January 11, 2019 2:50 PM
To: pledford@maconnc.org
Subject: FranklinNantahala TDC Members

Importance: High

Good afternoon Pam,

The Fran/Nan TDC held their 1st Quarter meeting yesterday. I shared with them that Connie Grubermann, Patrick Graham and Katie LaFlamm's terms were up on the TDC. All three are willing to serve another term on the TDC, therefore that is our recommendation that C. Grubermann, P. Graham and K. LaFlamm be appointed for another 3 year term on the Franklin Nantahala Tourism Development Commission.

Also, the TDC voted to hold quarterly meetings in 2019 with the meetings being the 2nd Thursday of the first month in each quarter @ 4 p.m. in the Franklin Chamber Board Room, 98 Hyatt Road, Franklin, NC. The dates for 2019 are: April 11, July 11 and October 10, 2019. Will you please have someone put this schedule on the MaconNC.org website?

Is there anything else I need to do for either of the above items? If so, just let me know.

Thank you Pam for your assistance.

Warmest regards,

LH

Linda Harbuck, Executive Director
Franklin Area Chamber of Commerce
98 Hyatt Road
Franklin, North Carolina 28734
(828)524-3161
lindah@franklin-chamber.com