



**MACON COUNTY BOARD OF COMMISSIONERS
OCTOBER 11, 2022
MINUTES**

Vice-Chairman Beale called the meeting to order at 6:00 p.m. All Board Members (with the exception of Chairman Tate), County Manager Derek Roland, Finance Director Lori Carpenter, County Attorney Eric Ridenour, Tammy Keezer (sitting in for Deputy Clerk Mike Decker), and members of the news media were present, as were a number of county employees and citizens.

ANNOUNCEMENTS:

- (A) Vice-Chairman Beale announced that a joint meeting with the Macon County Board of Education is scheduled for Tuesday, October 18, 2022 at 6 p.m. at the Fine Arts Center on the Franklin High School campus for an update and discussion on the Franklin High School project. Mr. Roland stated there are a few other items that will be discussed including the Highlands Pre-K renovation, Macon Middle School locker room project, and possible projects that can be funded with the Repair and Renovation Fund.
- (B) Discussion regarding the November 8, 2022 (Election Day) regular meeting – Mr. Roland stated a regular meeting is scheduled on this day and would be held as scheduled unless there was a need to reschedule. The board members agreed to meet as scheduled.

MOMENT OF SILENCE: Vice-Chairman Beale asked for remembrance of the family of Janet Anderson, who passed away and previously retired from the Town of Franklin, as well as several community members who lost their lives in tragic events in the past couple of weeks. Vice-Chairman Beale requested all in attendance rise and a moment of silence was observed.

PLEDGE OF ALLEGINANCE: Led by Commissioner Shields, the pledge to the flag was recited.

PUBLIC HEARING(S): None

PUBLIC COMMENT: **Narelle Kirkland** spoke about the Little Tennessee River Greenway and indicated she was pleased to hear that discussion regarding some repairs were on the agenda this evening.

ADDITIONS, ADJUSTMENTS TO AND APPROVAL OF THE AGENDA:

Upon a motion by Commissioner Shields, seconded by Commissioner Young, the board voted 4-0 to approve the agenda, as adjusted, as follows:

- To add Item 9C update on Cowee School Heritage Center, per Mr. Roland
- To add Item 10D amendment to J&B Franchise Agreement, per Mr. Roland

REPORTS/PRESENTATIONS:

(A) Vecinos, Inc. Community Health Hub – Executive Director Marianne Martinez shared a PowerPoint presentation about the new services that will be provided in Macon County. She indicated that Vecinos is a free clinic, which has served six Western North Carolina counties for 20 years providing primary and mental health care focused on agricultural workers. She stated that 38 percent of patients reside in Macon County. Ms. Martinez said that in 2021 Vecinos expanded their focus from farm workers to include adults only in family households at or below 200 percent of federal poverty level with no health insurance. She shared they operate both mobile and outpatient clinics, and provide lab and pharmacy services. Ms. Martinez said Dogwood Health Trust helped assist in purchasing the old Smoky Mountain Systems building, which is currently being renovated with plans to reopen as a community health hub providing integrated care (physical and behavioral health), free dental care, domestic violence services, health care enrollment, legal services, and community advocacy in 2024. She indicated the clinic would have unlimited hours, seven exam rooms, and four dental operatories.

(B) Barbara McRae Memorial Project – Rita St. Clair, representing Friends of the Greenway, Inc. stated she was requesting approval of the proposed site for the memorial. She shared that the chosen site at the wetlands at Big Bear Park is where Ms. McRae spent a lot of time. Ms. St. Clair provided a handout

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and referred to an approval letter and permits from the Town of Franklin, which were included in the handout. She said there are no utility issues and no Corps of Engineer issues. Ms. St. Clair indicated Friends of the Greenway has applied for a building permit with plans to start construction in February or March, but know this board has to approve the site. She said they are planning the opening for April. Upon a motion by Commissioner Shields, seconded by Commissioner Young, the board voted 4-0 to approve the site contingent upon a favorable review by Mr. Ridenour.

(C) Cowee School Heritage Center – Former Executive Director Stacey Guffey gave an overview of the history of the Heritage Center including having served approximately 22,000 people since opening which is approximately 7,500 people per year. He said approximately 2,500 people are outside the area with the remaining 5,000 as local residents. Mr. Guffey stated there has been a good private-public partnership, and the heritage center has been able to match and leverage county contributions to the maximum benefit. He introduced Laura Brooks as the new Executive Director and indicated she will continue working on ways to move further toward the center being self-sufficient and independent. Ms. Brooks shared an award received at Mountain Heritage Day for “Mountain Heritage Organization of the Year.”

OLD BUSINESS

(A) Schedule of Values, Standards, and Rules - Tax Administrator Abby Braswell requested approval of the Schedule of Values, Standards, and Rules as presented at the August 9, 2022 regular meeting followed by the public hearing conducted on September 13, 2022. She said the standards have been available in the office and on the website for public inspection since August and there has only been one change in the dates for publishing the Notice of Adoption to October 19, 2022 and November 2, 2022 in the Franklin Press, and October 27, 2022 and November 10, 2022 in the Highlander. Upon a motion by Commissioner Shields, seconded by Commissioner Young, the board voted 4-0 to approve the Schedule of Values, Standards, and Rules as presented. The Schedule of Values, Standards, and Rules is available for review in the Deputy Clerks office.

(B) Discussion Regarding the Nantahala Library and Community Center – Mr. Roland provided an update on the

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Nantahala Library and Community Center and said that at the last meeting Commissioner Higdon requested we look into the need for architectural services. Mr. Roland stated a bid in the amount of \$28,000 had been received in September from an architect, but they could not start work until at least January. He reminded the board members that in June, they approved to exempt architectural services and that exemption still stands even though that architect withdrew their proposal. Mr. Roland shared that Jack Morgan has looked at the requirements for architectural services and asked Mr. Morgan to explain his finding. Mr. Morgan referred to North Carolina General Statute (N.C.G.S.) § 83, which allows an exemption for commercial building projects of less than \$300,000 and under 3,000 square feet until December 31, 2024. Mr. Roland said the 2,400 square foot building can be divided into two separate areas with each area designed individually, but the work will have to be bid out. Mr. Morgan said it will be hard to get a general contractor to take the whole project as it is a smaller cost project, and feels we will need to bid out separately for electrical, plumbing, HVAC, etc. Mr. Roland stated he had a punch list he previously developed as a generic remodel that is up to code and can be used for the scope of work. He further reminded board members that one of the first issues was internet access, with an original estimated cost of \$300,000, but we now know there are more and less expensive options. He said the Broadband Committee has been looking at ways to bring internet service to the Nantahala community, and has a proposal in front of you tonight that will allow us to work with Little T Broadband for broadband expansion in Nantahala. Mr. Roland indicated that the money for the expansion is already in the budget, and once the building is renovated we can put out a Request For Qualifications (RFQ) for internet much like the south Macon area project where the County put up funds and told them what we wanted. He suggested mapping out all county facilities in Nantahala that need broadband access as well as residences and businesses in that area. Mr. Roland reminded board members that Nantahala is covered by the Rural Digital Opportunity Fund (RDOF) and is controlled by Charter Communications, who will not be in Macon County for three to four years from now. He said we have an opportunity to utilize the money that has been set aside and see if we can get a provider willing to do the work. Mr. Roland recommended we enter into agreement with Little T Broadband and let them put together a Request for Proposals (RFP). Jeff Lee with Little T

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Broadband said he feels there will be interest from two providers – Frontier and Balsam West. He estimates it will take a couple of months to get proposals back and once the Request For Proposals (RFP) is developed, the board will have to decide how much county money will be allocated. Mr. Roland said there is currently \$700,000 allocated to the building project and again stated he is suggesting we look at the proposal as a building renovation and community broadband expansion. He requested consensus to move forward with the \$6,400 agreement. Mr. Morgan said he would make sure both the Nantahala Community Club and the Macon County Library Board are both informed and included in the renovation decisions. He said the last estimate was \$200,000 for renovations, but will price again due to the length of time that has passed. Mr. Roland indicated he would have a project budget for review at the November 8, 2022 meeting.

(C) Discussion Regarding Deed for Pine Grove School – Mr. Ridenour provided an update on the ownership and lease options of the property. He stated that in 2003, there was a deed transfer from the Macon County Preservation Society and in 2005, the property was again deeded to the same organization. Mr. Ridenour stated the Macon County Preservation Society would like to turn the property back over to the county. He said that with consensus, he will present a deed to the Macon County Preservation Society, and after ownership is transferred back to the county, the county can enter into a short-term lease (1 year) renewable annually. Mr. Ridenour clarified that if the county enters into a long-term lease it will have to put the lease out to bid. There was consensus for Mr. Ridenour to prepare the deed and present it to the Macon County Preservation Society.

(D) Amendment to J&B Disposal Agreement – Mr. Ridenour reminded the board that the resolutions to extend the term of the Franchise Agreement and the Service Center Haul Agreement had been passed at the May 10, 2022 and June 4, 2022 meetings. He stated the Extension of Modification agreement had some language changes, but no changes were made regarding the terms or costs. Upon a motion by Commissioner Higdon, seconded by Commissioner Young, the board voted 4-0 to approve the agreement as presented. Copies of the Ordinance Granting Exclusive Franchise Agreement to J&B Disposal, Inc., for the Collection and Disposal of Solid

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Waste [Attachment 1], Extension and Modification of the Exclusive Franchise Agreement for the Collection and Disposal of Solid Waste Outside of the Incorporated Cities and Towns within Macon County, North Carolina [Attachment 2], and Extension and Modification of Agreement to Collect and Haul Solid Waste from County Convenience Center Sites and Highlands Transfer Station and to Maintain County Convenience Center Sites [Attachment 3] are attached and hereby made a part of these minutes.

NEW BUSINESS

(A) Foreclosed properties acquisition and budget amendment –

Tax Administrator Abby Braswell requested approval of a budget amendment related to the foreclosure and acquisition of three properties. She gave a summary of Lot O in Watauga Vista in the amount of \$1301.08 from 2009, lots 1 and 2 in Cartoogechaye Creek Campground in the amount of \$15,725 from 2019, and lot 307 in Wildflower subdivision in the amount of \$16,300, for a total of \$33,327. A copy of the budget amendment is included in the Consent Agenda. Ms. Braswell stated that this is an accounting matter to show taxes have been paid and then the properties become county property, after which the properties can be sold. Commissioner Young stated he did not feel the property in Wildflower was in the best interest due to the fees charged by the Home Owners Association. Mr. Ridenour said we do not have to pay those fees and can sell the properties once they are deeded to the county. Upon a motion by Commissioner Young, seconded by Commissioner Shields, the board voted 4-0 to approve the foreclosure and acquisition as well as the budget amendments as presented. Budget Amendment #79 is attached and made a part of these minutes [Attachment 4].

(B) Consideration for Partial Release of Performance Guarantee for Mountain Breeze Subdivision –

Planning Director Joe Allen requested approval of a partial release of the cash performance guarantee being held by Macon County in conjunction with Mountain Breeze Subdivision. The said the performance guarantee was in the amount of \$51,025, which was 125 percent of the estimated cost of improvements yet to be completed by the developer including paving of roads and installation of shared septic systems. Mr. Allen stated that Old Mud Creek, LLC is requesting that \$32,125 be released, which is the amount estimated to install the shared septic systems

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plus 125 percent. Mr. Allen provided supporting documentation including a letter from Macon County Environmental Health stating the shared systems have been installed and inspected, as well as an email from Scott Cole in the packet. Upon a motion by Commissioner Young, seconded by Commissioner Higdon the board voted 4-0 recommending the release of funds as requested.

- (C) Consideration of Performance Guarantee for Munro Estates Subdivision** – Planning Director Joe Allen requested consideration and approval of a cash performance guarantee with developer Tom Murdoch associated with Munro Estates Subdivision. The performance guarantee will be in cash, in the amount of \$37,500, which is 125 percent of the estimated cost to complete required paving of roads within the subdivision. The supporting documentation is included in the packet [Attachment 5]. Upon a motion by Commissioner Shields, seconded by Commissioner Young the board voted 4-0 to approve the performance guarantee as presented.
- (D) Resolution Exempting Engineering Services for the Greenway Project** – Finance Director Lori Carpenter presented a resolution exempting engineering services for bank stabilization on the Little Tennessee River Greenway. A copy of that resolution is included in the packet [Attachment 6]. Mrs. Carpenter shared that \$250,000 for greenway improvements was received a couple of months ago for use to stabilize banks in two sections of the greenway. She stated that Headwater Engineering has given a proposal not to exceed \$5,200 for which they will review the sites and submit a construction proposal, which can then be put out to bid. Ms. Carpenter said this will get the banks stabilized and then we can move forward with paving in spring. Upon a motion by Commissioner Shields, seconded by Commissioner Young the board voted 4-0 to approve the resolution to exempt engineering services under the \$50,000 threshold as presented.
- (D) Approval of Agreement and Fund Appropriation for Courtroom Cabling Project** – Mr. Roland requested approval of an agreement with CRAVE and an appropriation of \$20,000 from fund balance for the courtroom cabling project. A copy of the agreement to install cabling in two courtrooms so that audio

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and video court transmissions can occur is included in the packet [Attachment 7]. Mr. Roland indicated that the estimated cost of approximately \$8,613 per courtroom could not be included in the agreement and has been rounded up for the appropriation request. He said the North Carolina Administrative Office of the Courts will install the equipment and the county will pay for the cable and the installation of the cable. Upon a motion by Commissioner Shields, seconded by Commissioner Beale, the board voted 4-0 to approve the Memorandum of Agreement and budget amendment as requested.

CONSENT AGENDA: Upon a motion by Commissioner Higdon, seconded by Commissioner Shields, the board voted 4-0 to approve the Consent Agenda as presented which includes: (A) Minutes of the September 13, 2022 regular meeting and the September 22, 2022 continued session, (B) Budget Amendments #66-70, (C) 2023 County Holiday Schedule, (D) Service contract for Franklin Chamber of Commerce, (E) Service contract for Highlands Chamber of Commerce, (F) Tax releases for the month of September in the amount of \$10,287.24, and (G) Monthly ad valorem tax collection report for which no action necessary

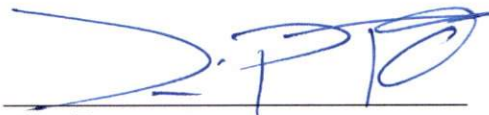
APPOINTMENTS: None

CLOSED SESSION: None

ADJOURN: With no other business, at 7:42 p.m., upon a motion by Commissioner Higdon, seconded by Commissioner Young, the board voted 4-0 to recess until Tuesday, October 18, 2022 at 6 p.m. at the Fine Arts Center on the Franklin High School campus for the purpose of holding a joint meeting with the Macon County Board of Education.



Derek Roland
Ex Officio Clerk to the Board



Jim Tate
Board Chair

Attachment 1

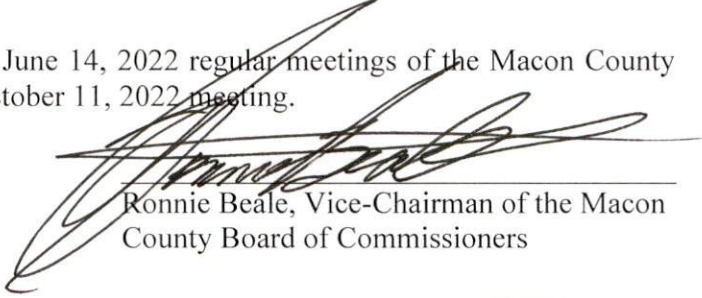
**ORDINANCE GRANTING EXCLUSIVE FRANCHISE AGREEMENT TO
J & B DISPOSAL, INC., FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE**

BE IT ORDAINED by the Macon County Board of Commissioners, in accordance with the provisions of N.C. Ge. Stat. §153A-46 and 153A-135, Chapter 50 of the Macon County Code of Ordinances and other applicable laws, J & B Disposal, Inc. is hereby granted an exclusive franchise for the collection and disposal of solid waste, subject to the terms and conditions set forth herein:


1. The Macon County Board of Commissioners agreed to Extend and Modify the Exclusive Solid Waste Franchise to J & B Disposal, Inc., at the regularly scheduled meetings of the Macon County Board of Commissioners held on May 10, 2022 and again on June 14, 2022, pursuant to N.C.Gen. Stat. §153A-46; and
2. That Agreement to Collect and Haul Solid Waste from County Convenience Centers and Highlands Transfer Station and to Maintain County Convenience Centers was approved the first time at the regularly scheduled meeting of the Macon County Board of Commissioners held on May 10, 2022 and again on June 14, 2022, pursuant to N.C.Gen. Stat. §153A-46; and

BE IT FURTHER ORDAINED that the previous Franchise Agreement originally granted to J&B Disposal, Inc. on November 9, 2015 shall terminate at midnight on June 30, 2022 and this newly enacted Franchise Agreement shall become effective on July 1, 2022 and expire on November 9, 2030.

Adopted at the May 10, 2022 and June 14, 2022 regular meetings of the Macon County Board of Commissioners. Signed at the October 11, 2022 meeting.


Ronnie Beale, Vice-Chairman of the Macon
County Board of Commissioners

ATTEST:


Derek Roland, Clerk to the Macon County
Board of Commissioners

(COUNTY SEAL)



STATE OF NORTH CAROLINA
COUNTY OF MACON

**EXTENSION AND MODIFICATION
of the
EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION AND DISPOSAL
OF SOLID WASTE OUTSIDE OF THE INCORPORATED CITIES AND TOWNS
WITHIN MACON COUNTY, NORTH CAROLINA**

THIS EXTENSION AND MODIFICATION OF FRANCHISE AGREEMENT is effective on the 1st day of July, 2022, by and between Macon County, a North Carolina County body politic, existing by virtue of the laws of the State of North Carolina, (hereinafter "County") and J & B Disposal, Inc., a North Carolina Business Corporation, (hereinafter "J & B"):

WITNESSETH:

THAT WHEREAS, County has a Solid Waste Ordinance, set forth in Chapter 50 of the Macon County Code of Ordinances, which authorizes the Macon County Board of Commissioners to grant the right to collect, transport, recycle and/or dispose of solid waste for compensation by franchise or long-term contract pursuant to law; and

WHEREAS, County may by Ordinance regulate the storage, collection, transportation, use, disposal, and disposition of solid wastes pursuant to provisions of N.C. Gen. Stat. §153A-136; and

WHEREAS, pursuant to the provisions of N.C. Gen. Stat. §153A-136, County may by such Ordinance grant a franchise to one or more persons for the exclusive right to commercially collect or dispose of solid wastes within all or a defined portion of the County and prohibit any other person from commercially collecting or disposing of solid wastes within that area; and

WHEREAS, the County initially granted an Exclusive Franchise Agreement for the Collection and Disposal of Solid Waste for areas outside the incorporated municipalities in Macon County to J&B on November 10, 2015; and

WHEREAS, J & B has the equipment, staff, knowledge, and proven good customer service to provide the services contained herein; and

WHEREAS, this Agreement is intended to and shall replace in its entirety the original Franchise Agreement previously granted on November 10, 2015.

WHEREAS, the Macon County Board of Commissioners agreed to Extend and Modify the Exclusive Solid Waste Franchise to J & B Disposal, Inc., at the regularly scheduled meeting of the Macon County Board of Commissioners held on May 10, 2022 and again on June 14, 2022, pursuant to N.C. Gen. Stat. §153A-46.

NOW THEREFORE, Macon County does hereby extend unto J & B Disposal, Inc., pursuant to Chapter 50 of the Macon County Code of Ordinances and the provisions of N.C. Gen. Stat. § 153A-136, the exclusive franchise, license, and permit to collect and dispose of solid waste (NOT INCLUDING RECYCLABLES), for compensation as set hereby, or may from time-to-time hereafter be established and the parties hereto agree as follows:

1. Term. This exclusive franchise, license, and permit to collect and dispose of solid waste previously granted to J&B Disposal, Inc. (November 10, 2015 through November 9, 2023) shall be extended for an additional 7 years and shall now **extend through November 9, 2030**, provided however, that J & B Disposal, Inc., shall at all times operate its solid waste collection and disposal business in accordance with good business practices and those rules, regulations and specifications which may, from time to time, be adopted by the Macon County Board of Commissioners, and in accordance with the regulations for the collection and disposal of garbage and solid waste as shall from time to time be adopted by the State of North Carolina and Federal Government. Should J & B Disposal, Inc. at any time fail to comply with the requirements hereof (all of which are deemed by the parties to be material) and/or the regulations adopted from time to time by the State of North Carolina and Federal Government, then and in that event, upon the failure of J & B Disposal, Inc. to cure any such defect or default within (30) days after written notice of the defect or default shall have been given to J & B Disposal, Inc., Macon County may withdraw and cancel this exclusive franchise, license, and permit to collect and dispose of solid waste without compensation therefor to J & B Disposal, Inc. and without further notice to J & B Disposal, Inc.
2. Area subject to this Agreement. The area in which the agreement shall apply is hereby expanded and shall include the entirety of Macon County, North Carolina, with the exception of the municipal limits of the Town of Franklin and the Town of Highlands.
3. Residential Solid Waste Collection. Effective July 1, 2022, J & B Disposal, Inc., may charge fees for the collection and disposal for Residential solid waste collection, NOT INCLUDING RECYCLABLES, in the following amounts:
 - A. The sum of \$14.85 per month for regular once per week curbside removal service rendered to private homes (the same to be paid by the owner or occupier of the private home who makes arrangements with J & B Disposal, Inc., for the same);
 - B. The sum of \$18.70 per month for regular once per week back door removal services rendered to private homes other than those set forth in 2.C. below (the same to be paid by owner or occupier of the private home who makes arrangements with J & B Disposal, Inc., for the same);
 - C. The sum of \$20.35 per month for regular one per week backdoor removal services rendered to private homes in the Highlands Township, Macon County, North Carolina, excluding private homes in the Town of Highlands Corporate Limits (the same to be paid by the owner or occupier of the private home who makes arrangements with J & B disposal, Inc.);
 - D. A proportionately higher charge may be made for more frequent removal;

E. The County does not charge a Tipping Fee for general residential solid waste and shall not charge J&B a Tipping Fee for collection and delivery for Residential Collection.

4. Commercial Solid Waste Collection Rates and Fuel Surcharges:

A. Routine Commercial Collection. Effective July 1, 2022, J & B may charge fees for the collection and disposal of Routine Commercial Solid Waste Collection on a container per yard basis in accordance with the monthly rate amounts attached hereto as **Exhibit A**. The rates set forth on Exhibit A1 apply to Routine Commercial Collection typically deposited in a 2, 4, 6 or 8 yard container and collected by a Front Loader trash collector vehicle.

- i. All Routine Commercial Collection by J&B shall be delivered to the Macon County Landfill.
- ii. J&B shall pay the applicable Tipping Fee to the County for all Routine Commercial Collection. The Tipping Fee for Routine Commercial Collection has been factored into the rates attached hereto as **Exhibit A** and shall not be an additional expense invoiced to the customer.

B. Fuel Surcharge. In addition to the allowable charges in **Exhibit A** . J& B may also charge each Commercial Customer a monthly fuel surcharge in the amounts provided in **Exhibit B**.

C. Large Bulk and Construction Collection. Large bulk and construction material, typically collected in 10, 12, 20 and 30 yard roll off containers and collected and hauled on an as needed basis, are not subject to this agreement.

5. Automatic Increase in Collection Rates Based on the Tipping Fee. At the time of this agreement, the Macon Count Landfill Tipping Fee is \$66 per ton. In the event that Macon County increases its tipping fee, the Franchisee is permitted to increase its service charges to both its commercial and residential customers by the same pro rata amount as the tipping fee increase made by the Macon County Landfill without further modification to this agreement.

6. Recycling. J & B Disposal, Inc. shall encourage recycling and will assist all of its customers in implementing a recycling program. Recyclables, when separated for recycling, are not part of the exclusive franchise hereby granted. This exclusive franchise, license, and permit to collect and dispose of solid waste may be amended by Ordinance to include recyclables. J & B Disposal Inc. will comply with all current and future Ordinances of Macon County as they apply to recycling and will require its customers to separate recyclables from other solid waste which is the subject matter of this Franchise Agreement.

J & B Disposal, Inc. may make arrangements between itself and its customers to pick up transport and properly dispose of recyclables for such rates and fees as may be agreed upon from time-to-time by J & B Disposal Inc. and their customers, and this Agreement does not govern such rates, fees, or arrangements; provided that Macon County incurs no costs or expenses related to J & B Disposal, Inc.'s pick up, transport, and disposal of such recyclables;

further provided, such recyclables do not enter the solid waste stream of Macon County; further provided, it is understood and agreed that this agreement in no way grants unto J & B Disposal, Inc. a franchise of any variety to pick up, transport, and properly dispose of recyclables or any exclusive right to pick up, transport, and dispose of recyclables. This Agreement does authorize such pickup, transport, and proper disposal of recyclables authorized hereunder.

7. Enforcement of the Exclusive Franchise. J & B Disposal, Inc. shall be solely responsible for all costs involved in the enforcement of this Franchise Agreement, the Ordinance which authorizes the same and the protection of the exclusive right and franchise conferred hereby. J& B Disposal, Inc. shall be responsible for filing complaints, temporary restraining orders or injunctions for any entity believed to be in violation of the Franchise Agreement or the Ordinance authorizing the same. The County will cooperate, as necessary. J & B Disposal, Inc. shall indemnify hold harmless the County, its Board of Commissioners, employees, agents, and representatives from any and all liabilities and claims of every kind, including reasonable attorney's fees, to which County may be subject to on account of loss, destruction, or damage of property , or on account of injury to or death of persons, to the extent caused by the negligence or willful misconduct of J & B Disposal, Inc. in the performance of this Agreement. The provisions of this paragraph shall not be applicable to loss or damage caused solely by the negligent act or omission of the County or its employees.
8. Assignment. This exclusive franchise, license, and permit to collect and dispose of solid waste is not assignable in whole or in part unless the County has first consented to the same in writing, which consent may be withheld for any reason deemed sufficient by the County, in its sole discretion.
9. Personal Guaranty. As a material part of this Franchise Agreement, and as a condition hereof, it is further required that Bonita Hamstra, individually, personally guarantees and endorses the performance by J & B Disposal, Inc. of all requirements imposed pursuant to this Franchise Agreement, in the form attached hereto as **Exhibit C**, the same being incorporated herein by reference as if more fully set forth herein.
10. Compliance with Franchise Ordinance. The rights and privileges to collect and dispose of solid waste hereunder shall be subject to all the terms and conditions of the Macon County Code of Ordinances as set forth in Chapter 50 of the Macon County Code of Ordinances and any amendments thereto which have been made or which may be made in the future.
11. Availability of Contract Services. J & B Disposal, Inc. agrees to make solid waste collection and disposal services available to all owners and/or occupiers of private residences ad all business establishments within the areas of the County to which this Franchise Agreement applies. All owners and/or occupiers of private residences and all business establishments retain the right to haul their own solid waste using their own equipment and personnel, so long as they do not provide such services to others for compensation.
12. Insurance. J & B Disposal, Inc. shall carry adequate liability insurance, with minimum limits of \$1,000,000.00 each occurrence and \$2,000,000.00 general aggregate for General Liability Insurance, and \$1,000,000.00 combined single limit for Automobile Liability Insurance, to protect against loss or damage by reason of negligent operation of its vehicles, or negligent

actions by its agents or employees, which said insurance shall be issued so as to name Macon County as an additional insured. J & B Disposal, Inc. shall also provide Workers Compensation Insurance as required by law.

13. Hours of Availability. During the term of this agreement, J & B Disposal, Inc. shall maintain a business storefront presence within Macon County, North Carolina, and be open between 7:00 a.m. to 5:00 p.m. on Monday through Friday, and 7:00 a.m. to 1:00 p.m. on Saturday.

14. Type of Collection Vehicle. J & B Disposal, Inc. shall use enclosed collection vehicles for all subscription solid waste removal services provided for hereunder.

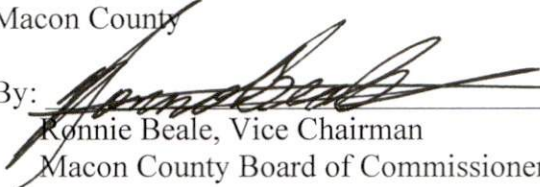
15. Change of Ownership. In the event of a change in ownership of J & B Disposal, Inc. involving a sale or transfer of more than fifty percent (50%) of the common stock of J & B Disposal, Inc., to shareholders other than current J & B Disposal, Inc., shareholder(s), or in the event of a merger of J & B Disposal, Inc. with any other company or entity, where J & B Disposal, Inc. is not the surviving entity, J & B Disposal, Inc. must notify the County in writing as far in advance as is practical of such sale, transfer, or merger. The written consent of the County to such sale, transfer, or merger, shall be required and if not given, the County shall have the option to terminate this Franchise Agreement. Such consent shall not be unreasonably withheld. In the event of a change in ownership the new owners shall be bound by the terms of this Franchise Agreement. If the County does not approve the change in ownership and elects to terminate this Franchise Agreement, J & B Disposal, Inc., and the new ownership shall be obligated to abide by the terms of this Franchise Agreement for a period of up to twelve months at the discretion of the County.

16. Amended and Restated. This Franchise Agreement shall be in place and lieu of any other presently existing Franchise Agreements for the collection and disposal of solid waste in Macon County, and all such other presently existing Franchise Agreements for the collection and disposal of solid waste in Macon County for such Franchise Agreements are hereby terminated, cancelled, and abolished.

[Signature page intentionally placed on Separate Page

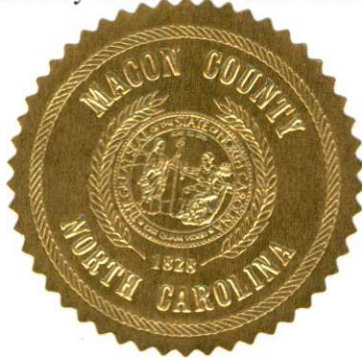
IN WITNESS WHEREOF, the parties have executed this Franchise Agreement in duplicate originals, the day and year first above written.

Macon County

By: 
Ronnie Beale, Vice Chairman
Macon County Board of Commissioners

ATTEST: 
Derek Roland, Clerk
Macon County Board of Commissioners

(COUNTY SEAL)



J & B Disposal, Inc.

By: _____
Bonita Hamstra, President

ATTEST: _____
Secretary of J & B Disposal, Inc.

(CORPORATE SEAL)

IN WITNESS WHEREOF, the parties have executed this Franchise Agreement in duplicate originals, the day and year first above written.

Macon County

By: _____
Ronnie Beale, Vice Chairman
Macon County Board of Commissioners

ATTEST: _____
Derek Roland, Clerk
Macon County Board of Commissioners

(COUNTY SEAL)

J & B Disposal, Inc.

By: Bonita Hamstra
Bonita Hamstra, President

ATTEST: Jay Pendugross
Secretary of J & B Disposal, Inc.

(CORPORATE SEAL)

EXHIBIT A:

J&B Disposal Routine Commercial Collection Rates (Front Loader)				
Service Level	2-cubic yard container	4-cubic yard container	6-cubic yard container	8-cubic yard container
1 x Week	\$88.45	\$159.57	\$229.64	\$298.14
2 x Week	\$151.70	\$287.64	\$413.07	\$559.51
3 x Week	Not Available	Not Available	\$619.61	\$820.89

Rates Effective July 1, 2022.

EXHIBIT B

FUEL SURCHARGE

Fuel Surcharge. In addition to the rates in **Exhibit A1 and A2**, J & B Disposal may further charge each Commercial Customer a monthly fuel surcharge based upon the market price of Diesel fuel per gallon as follows:

- i. a \$1.00 surcharge when the market price of Diesel fuel is between \$2.00 and \$3.50 per gallon;
- ii. a \$2.00 surcharge when the market price of Diesel fuel is between \$3.51 and \$5.00 per gallon;
- iii. a \$3.00 surcharge when the market price of Diesel fuel is between \$5.01 and \$6.50 per gallon;
- iv. a \$4.00 surcharge when the market price of Diesel fuel is between \$6.51 and \$8.00 per gallon; and
- v. a \$5.00 surcharge when the market price of Diesel fuel is between greater than \$8.01 per gallon.

EXHIBIT C

NORTH CAROLINA
MACON COUNTY

UNCONDITIONAL GUARANTY OF PERFORMANCE

The undersigned, Bonita Hamstra, unconditionally guarantees the performance of and the payment of any and all losses, damages, costs, including attorney's fees, arising from or in anywise related to J & B Disposal, Inc.'s failure to comply with the terms and conditions of the Exclusive Franchise Agreement for the Collection and Disposal of Solid Waste Outside of the Incorporated Cities and Towns within Macon County, North Carolina, a copy of which is attached hereto and incorporated herein;

With respect thereto, the undersigned does hereby unconditionally guarantee the performance and payment of any and all of said losses or costs, including attorney fees, which may from time to time be owing, due or payable pursuant to said Exclusive Franchise Agreement for the Collection and Disposal of Solid Waste Outside of the Incorporated Cities and Towns within Macon County, North Carolina, together with all interest, penalties, attorney fees, premiums or costs assessed in connection therewith, in the event of default in performance by J & B Disposal, Inc.

The undersign waives notice of acceptance of this guaranty, acknowledges herself as fully bound by all provisions of said Agreement and expressly agrees to pay all amounts owing thereunder by reason of default therein, upon demand, without requiring any action or proceeding against J & B Disposal, Inc. or any foreclosure or action against any collateral, if any, secured by said Agreement.

The undersign further authorizes the said J & B Disposal, Inc. without notice to guarantor, to obtain an extension or any extensions in whole or in part, and waive protest, demand, and notice of protest; and the undersigned does further hereby consent that any collateral to said Agreement, if any, in whatever form, may be exchanged or surrendered, either wholly or in part, free or under any agreement from time to time, all without notice to or further assent from the undersigned who will remain fully bound upon this guaranty notwithstanding any such changes, surrender or extensions.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and seal, this agreement being executed and delivered on the date upon which I have set my hand and seal, the Guarantor adopting as her seal, the word "seal" appearing beside her signature, for the purpose of entering into and delivering this instrument under seal.

10-13-22
Date
Joy Pendugrass
Witness

Bonita Hamstra
Guarantor: Bonita Y. Hamstra
Address: 131 Franklin Plaza PMB 101
Franklin, NC 28734

STATE OF NORTH CAROLINA
COUNTY OF MACON

**EXTENSION AND MODIFICATION OF
AGREEMENT TO COLLECT AND HAUL SOLID WASTE FROM COUNTY
CONVENIENCE CENTER SITES AND HIGHLANDS TRANSFER STATION AND
TO MAINTAIN COUNTY CONVENIENCE CENTER SITES**

THIS EXTENSION AND MODIFICATION AGREEMENT TO COLLECT AND HAUL SOLID WASTE is effective the 1st day of July, 2022, by and between Macon County, a North Carolina County body politic, hereinafter referred to as "County," and J & B Disposal, Inc., a North Carolina Business Corporation, hereinafter referred to as "J & B;"

WITNESSETH:

THAT WHEREAS, Macon County has a method of collecting solid waste in the County which includes maintaining several collection sites known as "convenience centers" located in various parts of Macon County, which sites are located on or will be located on lands owned by and/or leased by Macon County and which are or will be fenced and provided with roll-off type containers; and the "Highlands Transfer Station" and

WHEREAS J & B is in the business of pick up and disposal of solid waste in Macon County and has shown Macon County that it has the ability, including both personnel and equipment, to remove the solid waste from such convenience centers and the Highlands Transfer Station and deliver the same to the Macon County Landfill.

NOW THEREFORE, for and in consideration of the premises and the further sum of One Dollar this day paid to each party to the other, the respective receipts of which are hereby acknowledged, the parties hereto agree as follows:

1. J & B Disposal, Inc. shall:
 - A. Collect regularly. on an as needed basis, all solid (non-hazardous) waste from all County convenience centers collection sites which are, or will be constructed in various parts of Macon County;
 - B. Maintain all such convenience center sites, cleaning the same at each pickup so as to remove all debris, of the type which is acceptable for deposit in the containers within the fenced in portion of the said convenience center sites. J & B shall not be responsible for picking up items which are not acceptable to for deposit in containers, such as white goods, construction materials and items of similar nature;
 - C. Observe the use of all convenience center sites and assist County in prosecuting those individuals using the same contrary to County Ordinances, from time to time in effect;

- D. Transport all solid waste collected at such convenience centers to the Macon County Landfill and dispose of the same in accordance with the regulations from time to time in effect concerning utilization of the same. Provided however, J & B shall not be obligated to sort the debris deposited in the containers which they pick up at such convenience centers and which it delivers to the Macon County Landfill;
- E. Collect regularly, on an as needed basis, all solid (non-hazardous) waste from the Highlands Transfer Station and provide the requisite tractor-trailer type trucks needed to haul the trailers (owned by Macon County and which are provided by Macon County) in which such solid waste is placed.
- F. Transport all solid waste collected at the Highlands Transfer Station to the Macon County Landfill and dispose of the same in accordance with the regulations from time to time in effect concerning utilization of the same. Provided however, J & B shall not be obligated to sort the debris deposited in the containers which they pick up at such transfer station and which it delivers to the Macon County Landfill.
- G. Provide all labor, equipment, and materials necessary to accomplish the purposes defined in this Agreement, acting as an independent contractor, who shall be responsible for all required workman's compensation insurance, withholding for tax and social security and all other governmental requirements in connection with its employees.
- H. Carry adequate liability insurance, with minimum limits of \$1,000,000.00 each occurrence and \$2,000,000.00 general aggregate for General Liability Insurance, and \$1,000,000.00 combined single limit for Automobile Liability Insurance, to protect against loss or damage by reason of negligent operation of its vehicles, or negligent actions by its agents or employees, which said insurance shall be issued so as to name Macon County as an additional insured. J & B shall also provide Workers Compensation Insurance as required by law. J & B shall provide proof of such insurance to County by at the time of the execution of this agreement and July 1 of each year in which this Agreement is effective. J & B shall also hold Macon County harmless from any loss arising out of loss, destruction, or destruction of property, or on account of injury or death to persons to the extent caused by the negligence or willful misconduct of J & B Disposal, Inc.; and
- I. Utilize the roll-off type containers to be provided by the County and maintain the same in good condition and repair all damage done to the same while they are in its possession. County will be responsible for all damage to the containers done at said convenience centers by parties other than J & B. The Parties hereto will equally share the expense of providing reasonable maintenance and repair to the same due to ordinary wear and tear, including the painting of the containers.

2. Macon County shall:

- A. Subject to the provisions set forth in Paragraph 3.A. below, pay to J & B Disposal, Inc., the sum of:
- i. \$90.00 for each roll-off type trash container removed from local convenience centers and delivered to and dumped at the Macon County Landfill.
 - ii. \$100.00 for each roll-off type trash container removed from remote convenience centers and delivered to and dumped in the Macon County Landfill.

Provided, however, only containers which are full to the top of the side boards when removed from said convenience centers, or which Macon County has specifically requested to be removed that are less than full, shall qualify for payment.

- B. Subject to the provisions set forth in Paragraph 3.A. below, Pay unto J & B Disposal, Inc. for at least a minimum of 32 tractor-trailer loads of solid waste being Removed from the Highlands Transfer Station and delivered to and dumped at the Macon County Landfill each month during the term of this Agreement which minimum monthly payment sum shall be \$7,200.00 per month. Only tractor trailer loads which are full to the top of the trailer side boards when removed from the Highlands Transfer Station, or which Macon County has specifically requested to be removed that are less than full, shall qualify for such payment. Such \$7,200 amount is based upon the fee of \$225.00 per pull, at 8 pulls per week (32 pulls per month).
- C. Subject to the provisions set forth in Paragraph 3.A. below, pay to J & B Disposal, Inc. the additional sum of \$225.00 for each tractor trailer load of solid waste being removed from the Highlands Transfer Station and delivered to and dumped at the Macon County Land Fill, over the 32 pulls per month identified in Paragraph 2.B. above which are removed from said Highlands Transfer Station and delivered to and dumped at the Macon County Landfill. Only tractor trailer loads which are full to the top of the trailer side boards when removed from said Highlands Transfer Station or such trailer loads which are less than full and which County has specifically requested to be removed shall qualify for such payment.
- D. Provide sufficient "roll-off" type canisters or containers so that there will be two containers located at each of said convenience centers and two extra containers to facilitate the solid waste removal process at all convenience centers;
- E. Provide a sufficient number of trailers at the Highlands Transfer Station to facilitate the solid waste removal process to be hauled by tractor type trucks to be provided by J & B;

- F. Provide a landfill site to receive all solid waste to be disposed of by J & B under the provisions hereof, without requiring the payment of any tipping or other fee for the right of disposing of said solid waste; and
- G. Place into service such convenience centers and transfer stations to accomplish solid waste collection.

3. Other Provisions:

- A. Notwithstanding the foregoing, and commencing on July 1, 2022, Macon County will pay J & B Disposal, Inc., for all of the services to be provided hereunder at least the minimum monthly payment, in the amount of \$35,000.00.
- B. J & B Disposal, Inc., will keep accurate records, verified by receipts from the operator of the Macon County Landfill, of all such containers and trailers dumped and for which payment is due hereunder, including the date and time of each disposal. A statement showing all services provided for which payment is sought will be presented to County at the beginning of each month for services provided during the prior month, and payment therefor will be made within (10) days;
- C. This Agreement shall become effective July 1, 2022, and shall continue in effect until November 9, 2030. The rights and responsibilities contained herein are exclusive to J & B Disposal, Inc. and Macon County shall not, during the term of this Agreement, enter into other agreements for the removal of solid waste in said roll-off type containers from said convenience centers to the Macon County Landfill;
- D. J & B Disposal, Inc. shall be provided with keys allowing its employees access to the convenience center sites;
- E. This document contains the entire agreement between the parties, all prior negotiations being merged herein, and no amendment or change here from shall be enforceable except as contained in a written document executed by each of the parties hereto;
- F. That this Agreement is not assignable in whole or in part unless County has first consented to the same in writing, which consent may be withheld for any reason deemed sufficient by the County, in its sole discretion;
- G. That as a material part of this Agreement, and as a condition hereof, it is further required that Bonita Hamstra, individually, personally guarantee and endorse the performance by J & B Disposal, Inc. of all requirements imposed pursuant to this Agreement, in the form attached hereto as Exhibit A, the same being incorporated herein by reference as if more fully set forth herein;

- H. In the event of a change in ownership of J & B Disposal, Inc. involving a sale or transfer of more than fifty percent (50%) of the common stock of J & B Disposal, Inc. to shareholders other than current J & B Disposal, Inc., shareholder(s), or in the event of a merger of J & B Disposal, Inc. with any other company or entity, where J & B Disposal, Inc. is not the surviving entity, J & B Disposal, Inc. must notify the County in writing as far in advance as is practical of such sale, transfer, or merger. The written consent of the County to such sale, transfer, or merger. The written consent of the County to such sale, transfer, or merger shall be required and if not given, the County shall have the option to terminate this Agreement. Such consent shall not be unreasonably withheld. In the event of a change in ownership the new owners shall be bound by the terms of this Agreement. If the County does not approve the change in ownership and elects to terminate this Agreement, J & B Disposal, Inc., and the new ownership shall be obligated to abide by the terms of this Agreement for a period of up to twelve months at the discretion of the County;
- I. That this Agreement shall replace and be in lieu of any other presently existing Agreements on the subject matter contained herein, and all such other presently existing Agreements regarding the subject matter contained herein are hereby terminated, cancelled, and abolished, effective July 1, 2022.

IN WITNESS WHEREOF, the parties have executed this Franchise Agreement in duplicate originals, the day and year first above written.

Macon County

James Tate
4/27

By: _____
James Tate, Chairman of the Macon
County of County Commissioners

ATTEST:

[Signature]
Clerk to the Macon County Board
Of County Commissioners

(COUNTY SEAL)



IN WITNESS WHEREOF, the parties have executed this Franchise Agreement in duplicate originals, the day and year first above written.

Macon County

By: _____
Ronnie Beale, Vice Chairman
Macon County Board of Commissioners

ATTEST: _____
Derek Roland, Clerk
Macon County Board of Commissioners

(COUNTY SEAL)

J & B Disposal, Inc.
By: Bonita Hamstra
Bonita Hamstra, President

ATTEST: Joy Pendugross
Secretary of J & B Disposal, Inc.

(CORPORATE SEAL)

EXHIBIT A

NORTH CAROLINA
MACON COUNTY

UNCONDITIONAL GUARANTY OF PERFORMANCE

The undersigned, Bonita Hamstra, unconditionally guarantees the performance of and the payment of any and all losses, damages, costs, including attorney's fees, arising from or in anywise related to J & B Disposal, Inc.'s failure to comply with the terms and conditions of the Exclusive Franchise Agreement for the Collection and Disposal of Solid Waste Outside of the Incorporated Cities and Towns within Macon County, North Carolina, a copy of which is attached hereto and incorporated herein;

With respect thereto, the undersigned does hereby unconditionally guarantee the performance and payment of any and all of said losses or costs, including attorney fees, which may from time to time be owing, due or payable pursuant to said Exclusive Franchise Agreement for the Collection and Disposal of Solid Waste Outside of the Incorporated Cities and Towns within Macon County, North Carolina, together with all interest, penalties, attorney fees, premiums or costs assessed in connection therewith, in the event of default in performance by J & B Disposal, Inc.

The undersign waives notice of acceptance of this guaranty, acknowledges herself as fully bound by all provisions of said Agreement and expressly agrees to pay all amounts owing thereunder by reason of default therein, upon demand, without requiring any action or proceeding against J & B Disposal, Inc. or any foreclosure or action against any collateral, if any, secured by said Agreement.

The undersign further authorizes the said J & B Disposal, Inc. without notice to guarantor, to obtain an extension or any extensions in whole or in part, and waive protest, demand, and notice of protest; and the undersigned does further hereby consent that any collateral to said Agreement, if any, in whatever form, may be exchanged or surrendered, either wholly or in part, free or under any agreement from time to time, all without notice to or further assent from the undersigned who will remain fully bound upon this guaranty notwithstanding any such changes, surrender or extensions.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and seal, this agreement being executed and delivered on the date upon which I have set my hand and seal, the Guarantor adopting as her seal, the word "seal" appearing beside her signature, for the purpose of entering into and delivering this instrument under seal.

10/18/22
Date

Bonita Y. Hamstra
Guarantor: Bonita Y. Hamstra
Address: 131 Franklin Plaza PMB 101
Franklin, NC 28734

STATE OF NORTH CAROLINA
COUNTY OF MACON

AGREEMENT

This Agreement is made and entered into this the 11th day October, 2022, by and between Macon County, a North Carolina Body Politic and Corporate, and **First National Bank of Mt Dora for Tom Murdoch**, hereinafter "Developer".

WITNESSETH:

THAT WHEREAS, Macon County has an Ordinance known as the "Macon County Subdivision Ordinance" and the same was originally adopted on or about June 2, 2008, effective September 1, 2008, and the same has been amended and restated on October 12, 2021 (herein "Ordinance"); and

WHEREAS § 159.24 of said Ordinance and G.S. 160D-804.1 provides for performance guarantees at the time the plat is recorded to assure successful completion of required improvements to a subdivision; and

WHEREAS in accordance with Macon County Subdivision Ordinance § 159.24 and G.S. 160D-804.1(1) does require a Subdivider to obtain a performance guarantee which means any of the following: a) surety bond issued by a company authorized to do business in this State; b) letter of credit issued by any financial institution licensed to do business in this State; and c) other form of guarantee that provides equivalent security to a surety bond or letter of credit; and

WHEREAS, in accordance with Macon County Subdivision Ordinance § 159.24 and G.S. 160D-804.1(3), the performance guarantee shall be in the amount of 125% of the reasonably estimated cost of completion at the time the performance guarantee is issued; and

WHEREAS, Developer, in compliance with § 159.24 of the Macon County Subdivision Ordinance and G.S. 160D-804.1, desires to enter into such an agreement with Macon County to complete all required improvements for **Munro Estates** Subdivision in Macon County, North Carolina, and does specifically agree to fully complete the following improvements to such subdivision as shown on attached Exhibit A, the same being incorporated herein by reference as if more fully set forth herein; and

WHEREAS, Developer agrees to cause a performance guarantee in the amount of **\$37,500**, as set forth in attached Exhibit B and in favor of Macon County in accordance with the provisions of the Macon County Subdivision Ordinance at the time the plat is recorded; and


WHEREAS, the parties hereto desire to enter into this Agreement in order to memorialize their agreement and to comply with the Ordinance above-referenced.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE COVENANTS CONTAINED HEREIN, THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. That in order to comply with the Macon County Subdivision Ordinance, Developer does hereby agree with Macon County to fully complete all of the improvements shown on attached Exhibit A, the same being incorporated herein by reference as if more fully set forth herein to the reasonable satisfaction of Macon County in connection with and to **Munro Estates** Subdivision in Macon County, North Carolina, and in accordance with the terms of the Macon County Subdivision Ordinance referenced hereinabove.
2. That in order to comply with the Macon County Subdivision Ordinance, Developer does hereby agree to secure a performance bond in the form as set forth in attached Exhibit B, the same being incorporated herein by reference, in the amount of **\$37,500** in connection with **Munro Estates** Subdivision in Macon County, North Carolina, in order to insure the completion of the improvements as shown on attached Exhibit A, the same being incorporated herein by reference, to the reasonable satisfaction of Macon County and in accordance with the terms of the Macon County Subdivision Ordinance referenced hereinabove.
3. That the parties agree to and confirm the recitals set forth hereinabove.

This Agreement is made and entered into the day and year first above written.

Macon County

By: 
Chairman, Macon County
Board of County Commissioners

Attest:


Clerk to the Board

(County Seal)

By: 
Authorized Representative, Developer

PAYMENT SUMMARY RECEIPT

MACON COUNTY
5 WEST MAIN STREET
FRANKLIN NC 28734

DATE: 10/13/22 CUSTOMER#: 000000000
TIME: 16:05
CLERK: twiggins

RECPT#: 189345 PREV BAL:
TP/YR: MS/2023 AMT PAID: 37500.00
BILL: ADJSTMNT:
EFF DT: 10/13/22 BAL DUE:
MISCELLANEOUS PAYMENT

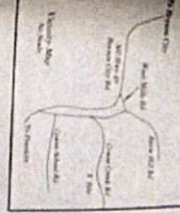
-----TOTALS-----

PRINCIPAL PAID: 37500.00
INTEREST PAID: .00
ADJUSTMENTS: .00
DISC TAKEN: .00

AMT TENDERED: 37500.00
AMT APPLIED: 37500.00
CHANGE: .00

PAID BY: TOM MURDOCH
PAYMENT METH: CASH
PAYMENT REF: 202058

Exhib. + A



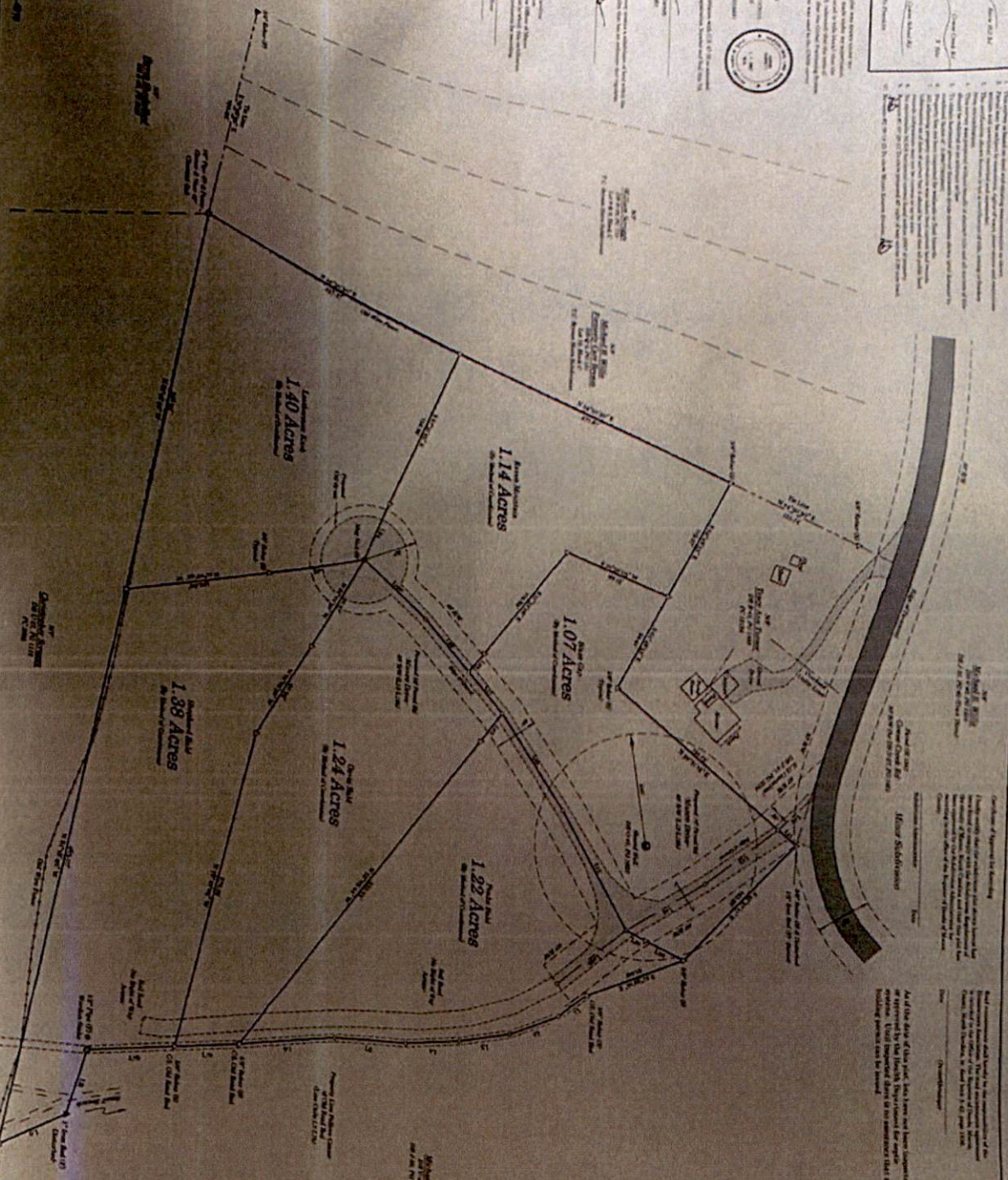
1. The purpose of this map is to show the location of the property within the county boundaries.
2. The map shows the location of the property within the county boundaries.
3. The map shows the location of the property within the county boundaries.
4. The map shows the location of the property within the county boundaries.
5. The map shows the location of the property within the county boundaries.
6. The map shows the location of the property within the county boundaries.
7. The map shows the location of the property within the county boundaries.
8. The map shows the location of the property within the county boundaries.
9. The map shows the location of the property within the county boundaries.
10. The map shows the location of the property within the county boundaries.



Surveyor's Name
 License No.
 State of North Carolina



Legend
 A. 1/4 Section
 B. 1/2 Section
 C. 3/4 Section
 D. Section
 E. Township
 F. Range
 G. County



Lot	Area	Acres
1	1.40	1.40
2	1.14	1.14
3	1.07	1.07
4	1.24	1.24
5	1.22	1.22
6	1.38	1.38
7	7.45	7.45



North Arrow
 Scale: 1" = 400'

7.45 Acres
 Muro Estates
 Moore Township, Moore County, NC
 Date: 03-07-22

Moore Township, Moore County, NC
 Moore, NC 27558
 Moore, NC 27558
 Moore, NC 27558

ROBERTSON FOR ROSS

Exh.b.4 3 (Cash Bond)

MELENDEZ HAULING & PAVING

DATE:10/3/22
FRANKLIN, NC
828-788-5380

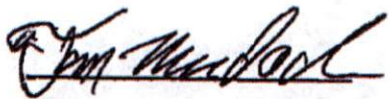
LOCATION OF THE JOB:**823 Cowee Creek Rd**

WHO MELENDEZ PAVING WILL BE WORKING FOR:**Tom Murdoch**
(316-734-0150)

DOING: The dimensions of the job are 250x16, 380x10 and 40x40. First we level out the driveway, and add gravel if needed, and then we will compact it with the roller machine. We will start paving with 3 ½ inch thick asphalt and then we will compact it down to 3 inches with the roller machine. The cost will be for the hot asphalt, dump trucks, paving machine, tractor, roller machine, compactor plate and labor

THE TOTAL AMOUNT OF THE JOB WILL BE \$ 30,000 DOLLARS AND IT WILL BE PAID WHEN THE JOB GETS DONE.

SIGNS OF AGREEMENT:


RESIDENT, MANAGER,
OR OWNER

MELENDEZ
HAULING & PAVING
Abel Melendez
828-788-5380

ABEL MELENDEZ

ADDRESS: 1795 HIGHLANDS RD Franklin, NC
ANY QUESTIONS? CALL ABEL MELENDEZ AT 828-788-5380

PAYMENT SUMMARY RECEIPT

MACON COUNTY
5 WEST MAIN STREET
FRANKLIN NC 28734

DATE: 10/13/22 CUSTOMER#: 000000000
TIME: 16:05
CLERK: twiggins

RECPT#: 189345 PREV BAL:
TF/YR: MS/2023 AMT PAID: 37500.00
BILL: ADJSTMNT:
EFF DT: 10/13/22 BAL DUE:
MISCELLANEOUS PAYMENT

-----TOTALS-----

PRINCIPAL PAID: 37500.00
INTEREST PAID: .00
ADJUSTMENTS: .00
DISC TAKEN: .00

AMT TENDERED: 37500.00
AMT APPLIED: 37500.00
CHANGE: .00

PAID BY: TOM MURDOCH
PAYMENT METH: CASH
PAYMENT REF: 202058

RESOLUTION EXEMPTING ENGINEERING SERVICES FOR BANK STABILIZATION ON LITTLE TENNESSEE RIVER GREENWAY IN MACON COUNTY, NORTH CAROLINA, FROM THE PROVISIONS OF ARTICLE 3D OF CHAPTER 143 OF THE NORTH CAROLINA GENERAL STATUTES

WHEREAS, Article 3D of Chapter 143 of the North Carolina General Statutes establishes a general public policy regarding procurement of engineering services; and

WHEREAS, North Carolina General Statutes Section 143-64.32 provides:

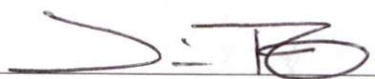
"Units of local government or the North Carolina Department of Transportation may in writing exempt particular projects from the provisions of this Article in the case of proposed projects where an estimated professional fee is in an amount less than fifty thousand dollars (\$50,000)"; and

WHEREAS, Macon County is now in need of engineering services for Bank Stabilization on Little Tennessee River Greenway in Macon County, North Carolina; and

WHEREAS, the estimated professional engineering fee for Bank Stabilization on Little Tennessee River Greenway in Macon County, North Carolina is in an amount less than fifty thousand (\$50,000) dollars.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF MACON that the proposed engineering services for Bank Stabilization on Little Tennessee River Greenway in Macon County, North Carolina, is hereby exempted in writing from the provisions of Article 3D of Chapter 143 of North Carolina General Statutes pursuant to the provisions of N.C. Gen. Stat. §143-64.32.

Adopted this 11th day of October 2022.


James Tate, Chairman
Macon County Board of Commissioners

ATTEST:


Clerk to the Board



NORTH CAROLINA
WAKE COUNTY

MEMORANDUM OF AGREEMENT
Courtroom Cabling for Remote Proceedings

THIS MEMORANDUM OF AGREEMENT (MOA) is entered into by and between the **NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS (NCAOC)** and the **COUNTY OF MACON** (County), jointly referred to as the Parties and individually as a Party, and is effective as of the date of the last signature below.

WHEREAS, Session Law 2021-47 was enacted on June 18, 2021, adding a new section G.S. § 7A-49.6, which significantly expands the courts' authority to hold proceedings by audio and video (AV) transmission;

WHEREAS, to facilitate proceedings conducted by AV transmission, the NCAOC issued RFP 02-2021000, resulting in a contract with ePlus Inc. to provide AV equipment installation services;

WHEREAS, the NCAOC's contract with ePlus Inc. became effective on May 27, 2021, for a term of one (1) year with options for the NCAOC to extend the contract for two (2) additional one-year terms;

WHEREAS, the NCAOC intends to pay for AV equipment and equipment installation services for certain identified courtrooms in the County;

WHEREAS, pursuant to G.S. §§ 7A-302 and 7A-304(a)(2), the County is required to provide adequate physical facilities for the courts, including cabling in courtrooms necessary to operate the AV equipment;

WHEREAS, rather than providing and installing cabling itself, the County seeks to provide funds to the NCAOC for the NCAOC to purchase cabling, as well as cabling installation services from ePlus Inc., for the courtrooms in which AV equipment will be installed; and

WHEREAS the Parties intend for this MOA to govern the County's provision of funding to the NCAOC for the NCAOC to purchase cabling, as well as installation services from ePlus Inc.

NOW, THEREFORE, in consideration for the promises made each to the other, the Parties agree as follows:

1. After this MOA is fully executed, the NCAOC will authorize ePlus Inc. to install cabling needed for remote proceedings in the following courtroom(s):

Courtroom A and Courtroom B

2. Cabling types and paths will be identified and documented as part of the site survey review process. The cabling specifications for the AV equipment are listed in Appendix A to this MOA.
3. The County shall be responsible for paying the NCAOC for the actual cost of the cabling and its installation on a time and materials basis. An estimate of the cost per courtroom is attached hereto and includes the hourly rates for ePlus staff and the price per unit of materials.
4. Upon ePlus Inc.'s completion of the cabling installation in the courtrooms listed in Section 1 of this MOA, the NCAOC shall invoice the County for the cabling and ePlus Inc.'s installation services. The County shall pay the NCAOC's invoice within sixty (60) of receipt of the invoice.
5. This MOA shall automatically terminate when the NCAOC's contract with ePlus Inc. terminates. Either Party may terminate this MOA, with or without cause, upon ninety (90) days' prior written notice to the other Party. After termination of this MOA, the County must continue to comply with its obligation to pay the NCAOC for cabling, as well as cabling installation services, that have been provided to the County prior to the termination of this MOA. Also, Sections 6, 9, 11, and 12 shall survive the termination of this MOA.
6. The State Auditor shall have access to all persons and records in accordance with G.S. § 147-64.7 and other applicable laws or regulations.
7. Notices, when required to be given in accordance with this MOA, shall be in written form and delivered to the Parties' principal contacts by email, U.S. mail, or personal delivery, addressed as shown below. Any time a Party desires to change its principal contact, a duly authorized representative of that Party shall promptly notify the other Party's principal contact in writing on the Party's letterhead. The initial principal contacts for this MOA are:

NCAOC's Principal Contact	County's Principal Contact
Jared Rundell Endpoint Services Manager Technology Services Division North Carolina Administrative Office of the Courts	<i>Andy Muncey, IT Director Macon County</i>
901 Corporate Center Drive Raleigh, NC 27607 E-mail: Jared.D.Rundell@nccourts.org	<i>5 West Main Street Franklin, NC 28734 E-mail: amuncey@macconn.org</i>

8. The County shall provide the NCAOC with documentation showing that its board of commissioners has delegated authority to the County's signatory, below, to execute this MOA. For clarity, an existing delegation from the board of commissioners to the County's signatory

to execute contracts may be provided if its scope is sufficient to authorize the County's signatory to execute this MOA.

9. This MOA shall be governed by the laws of the State of North Carolina without giving effect to principles of conflicts of law. The place of this MOA, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in tort or contract, relating to its validity, construction, interpretation, and enforcement shall be determined.
10. Modification or amendment of this MOA must be made in writing and signed by authorized representatives of both Parties.
11. This MOA and any rights or obligations within this MOA shall not be further assigned, sublicensed, subcontracted, or otherwise transferred by a Party to another individual, partnership, limited partnership, corporation, or any other entity except with written consent of the other Party.
12. The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOA shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOA shall operate only by and between the Parties and shall inure solely to the benefit of the Parties. The provisions of this MOA are intended only to assist the Parties in determining and performing their obligations under this MOA.
13. This MOA may be executed by facsimile or digital signature, and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument. To the extent signed in handwriting and then delivered by means of electronic transmission in portable document format ("PDF"), this MOA shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same force and legal effect as an original signature.

(Signature page follows.)

IN WITNESS WHEREOF, intending to be bound hereby, this MOA is executed by the undersigned authorized representatives of each Party, effective as of the last date of execution by the Parties hereto. Each individual signing below warrants that he or she is authorized to execute this MOA and bind his or her respective agency to its terms.

**NORTH CAROLINA ADMINISTRATIVE
OFFICE OF THE COURTS**

DocuSigned by:
By: Ryan Boyce
0403FA2280E4D3
Ryan Boyce
NCAOC Deputy Director

Date: 10/24/2022

COUNTY OF Macon

By: 

Date: 10.19.22

Printed Name: DEASE C. ROLAND

Title: COUNTY MANAGER



Appendix A

NCAOC Courtroom Cabling Technical Specifications and Estimated Pricing Per Courtroom

Technical Specification	Description	Estimated Quantity	Unit Price	Estimated Price
CAT6 SHIELDED PLENUM (BULK)	CAT6 SHIELDED CABLE FOR SPECIALTY VIDEO TX/RX, PLENUM RATED	2000	\$1.09	\$2,180.00
CAT 6 PLENUM (BULK)	CAT 6 CABLE FOR DATA, CONTROL, AND AUDIO CONNECTIONS	1000	\$0.62	\$620.00
SPEAKER WIRE CMP 16/2 (BULK)	16 AWG STRANDED 2-CONDUCTOR PLENUM SPEAKER WIRE	100	\$0.88	\$88.00
22/2 SHIELDED CONTROL/MIC CABL	22 AWG STRANDED 2-CONDUCTOR W/SHIELD/DRAING PLENUM MIC/CONTROL WIRE	750	\$0.70	\$525.00
n/a	LABOR LEAD	20	\$140.00	\$2,800.00
n/a	LABOR TECH	20	\$120.00	\$2,400.00

**Estimate per
Courtroom: \$8,613.00**