

Macon County



MACON COUNTY BOARD OF COMMISSIONERS JULY 11, 2017 AGENDA

1. Call to order and welcome by Chairman Tate
2. Announcements
3. Moment of Silence
4. Pledge of Allegiance
5. Public Hearing(s) - **6 p.m.** - Wayne Moss Floodplain Ordinance Appeal
6. Public Comment Period
7. Additions to agenda
8. Adjustments to and approval of the agenda
9. Reports/Presentations
 - A. Western North Carolina Association of Firefighters - Emergency Services Director Warren Cabe
 - B. Broadband Committee Update
10. Old Business
 - A. Landscaping and paving at the Robert C. Carpenter Community Building - County Manager
11. New Business
 - A. Award of vehicle bid for Macon County Sheriff's Office
 - B. NCIC Inmate Phone Services contract - County Attorney
 - C. NCDOT request for Secondary Road abandonment - Andy Russell, District Engineer
 - D. Resolution regarding the Community Care Clinic of Franklin - County Attorney
 - E. Resolution regarding the Community Care Clinic of Highlands - County Attorney

- F. Resolution regarding Community Care of Western North Carolina – County Attorney
- G. Resolution regarding one-year lease to the State of North Carolina (Children’s Development Services Agencies) – County Attorney
- H. Contract with Highlands Chamber of Commerce – County Attorney
- I. Request for permit to conduct fireworks display
- J. Satisfaction of Security Instrument for Laurel E. Barnes – County Attorney
- K. 2017 NCACC Annual Conference Voting Delegate

12. Consent Agenda – Attachment #12

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

- A. Minutes of the June 8, 2017 continued session, the June 12, 2017 continued session and the June 13, 2017 regular meeting
- B. Budget Amendments #5 -- #10
- C. Tax Releases (None)
- D. Tax Refund – Patrick Laughlin
- E. Macon County Public Health Billing Guide and Fee Schedule
- F. Monthly ad valorem tax collection report (no action required)

13. Appointments

- A. Board of Health (one seat – dentist)
- B. Community Funding Pool

14. Closed session (if necessary)

15. Adjourn/Recess

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: July 11, 2017

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Wayne Moss Floodplain Ordinance Appeal

COMMENTS/RECOMMENDATION:

A copy of the "Notice of Hearing Upon Appeal of Wayne Moss" is attached. This will be a quasi-judicial appeal by Mr. Moss of an order rendered by County Planner Jack Morgan related to the county's floodplain ordinance. During this meeting, the members of the commission will sit as a quasi-judicial panel to hear this matter, and Mr. Moss will be given the opportunity to present his appeal and Mr. Morgan the opportunity to reply to the same. The County Attorney will represent the county in the hearing. Generally speaking, both sides will present "evidence" during the hearing and will do so under oath, and cross-examination is allowed. Also, the board's findings must be reduced to writing, and a detailed record of the hearing must be kept.

Attachments Yes No

Agenda Item 5

STATE OF NORTH CAROLINA
COUNTY OF MACON

NOTICE OF HEARING UPON APPEAL OF WAYNE MOSS

To: Wayne Moss
370 Evitt Cemetery Road
Cashiers, NC 28717

PLEASE TAKE NOTICE that the Macon County Commissioners will hear the appeal of Wayne Moss, Appellant, from the Findings of Fact and Order rendered and entered by Jack Morgan, Floodplain Administrator, to Wayne Moss, Appellant, dated May 23, 2017, in the Macon County Commissioners' Board Room on the Third Floor of the Macon County Courthouse located at 5 West Main Street, Franklin, NC 28734, on July 11, 2017, at 6:00 p.m., or as soon thereafter as the Macon County Board of Commissioners can hear the same during its Regular Meeting scheduled for such date.

Please appear on such date and time to present your appeal to the Macon County Board of Commissioners.

This the ___ day of June, 2017.

Derek Roland, Clerk to the Macon County
Board of Commissioners

Macon County
5 West Main Street
Franklin, NC 28734
(828) 349-2000

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: July 11, 2017

DEPARTMENT/AGENCY: WNC Association of Firefighters /
Emergency Services

SUBJECT MATTER: Duke Energy Grant Program -- 2017 Wildland
Fire Grants presented by WNC Association of Firefighters

COMMENTS/RECOMMENDATION:

Per Emergency Services Director Warren Cabe, Duke Energy offered grant assistance to local fire departments for services provided during the recent wildland fire season and the funds were administered by the WNC Association of Firefighters. Awards will be presented to the following departments:

Burningtown/Iotla
Clarks Chapel
Cowee
Cullasaja
Nantahala
Otto
West Macon

Attachments _____ Yes No

Agenda Item 9A

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: July 11, 2017

DEPARTMENT/AGENCY: Broadband Committee

SUBJECT MATTER: Update

COMMENTS/RECOMMENDATION:

Per the County Manager, there will be an update from the Broadband Committee along with a presentation by Keith Conover.

Attachments _____ Yes X No

Agenda Item 9B

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: July 11, 2017

DEPARTMENT/AGENCY: Parks and Recreation

SUBJECT MATTER: Landscaping and paving at the Robert C. Carpenter Community Building

COMMENTS/RECOMMENDATION:

The County Manager will provide details on this item at the meeting on Tuesday.

Attachments _____ Yes No

Agenda Item 10A

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: July 11, 2017

DEPARTMENT/AGENCY: Sheriff's Department

SUBJECT MATTER: Vehicle bid

COMMENTS/RECOMMENDATION:

Please see the attached bid tabulation for six patrol vehicles for the Macon County Sheriff's Office. The County Manager and/or Finance Director can provide additional details at the meeting.

Attachments 1 Yes No

Agenda Item 11A

Macon County Sheriff's Office
Bid No. 4310-06 - Six (6) Patrol Vehicles
opened Wednesday 6/28/2017 @ 3:00 p.m.

	Make	Model	Price Per Vehicle	Total Bid
Franklin Ford	Ford	Explorer	\$ 30,379.00	\$ 182,274.00
Jacky Jones Ford	Ford	Explorer	\$ 30,328.82	\$ 181,972.92
Parks Chevrolet	Chevrolet	Tahoe	\$ 35,180.00	\$ 211,080.00

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: July 11, 2017

DEPARTMENT/AGENCY: Sheriff's Department

SUBJECT MATTER: NCIC Inmate Phone Services Contract

COMMENTS/RECOMMENDATION:

Attached please find a copy of the "Inmate Call Engine Platform Agreement" and the related attachments between NCIC Inmate Telephone Services and the county. The County Attorney, along with Sheriff Robert Holland and/or Lt. Steve Stewart with the county's detention center, can provide more information at the meeting.

Attachments 1 Yes No

Agenda Item 11B

Ref: _____
Acct # _____



NCIC Inmate Phone Services

Inmate Call Engine Platform Agreement

This Platform Agreement (the "Agreement") is made this 16th day of May 2017, by and between NCIC Inmate Telephone Services, (NCIC), a Texas corporation, having its principal place of business at 606 E. Magrill Street, Longview, Texas 75601, and Macon County, North Carolina (Customer) at its jail located at:

Address: 1820 Lakeside Drive

City, State & Zip code: Franklin, NC 28734

Contact: Lt. Steve Stewart

Phone: 828-349-2264 Fax:

Email address: sstewart@maconnc.org

Federal Tax ID: _____

TERMS

Subject to the terms and conditions set forth in this Agreement, and unless otherwise terminated pursuant to this Agreement, NCIC shall provide to SUBSCRIBER access to the system for the purpose of allowing SUBSCRIBER'S inmate facilities (herein so called) to place collect, prepaid and/or free calls ("Traffic") from telephones, services and properties aggregated by SUBSCRIBER.

1. **Billing procedures.** End-users shall have the option to bill calls using any of the following billing procedures: Major credit cards (Am Ex, MC, Visa, Discover, etc., and as allowed under current agreements); Collect; Prepaid Collect; Debit Card; Commissary and International collect.
2. **The term of this Agreement** shall commence on the date set forth above and shall continue in full force and effect for a period of thirty six (36) months (the "Original Term") unless otherwise terminated pursuant to this Agreement
3. **NCIC shall pay SUBSCRIBER** for Inmate Phone Service usage rates as outlined in Attachment 1 with the following items taken into consideration:
 - (a) Commission checks shall be paid to SUBSCRIBER by NCIC on or before the 30th day of each month for the calls billed pursuant to Attachment 1 for the preceding calendar month.
 - (b) NCIC reserves the right to adjust rates charged to the end user and commissions as a result of regulatory changes or business conditions.

4. **Confidentiality**

All knowledge and information acquired, directly or indirectly, by either party during the Original Term of this Agreement, or any renewal hereof, concerning the business affairs and operations of either party, including but not limited to all access and authorization codes, is deemed confidential and proprietary to each party, will be held in trust and confidence by both parties, its successors and assigns, and both parties shall have an absolute duty to maintain in confidence such knowledge or information and prevent disclosures to others. To these ends, both parties agree to take all reasonable steps necessary to insure that this knowledge and information are not made available by either party or its agents, servants or employees. Both parties further agrees to take reasonable steps necessary to insure that all of its agents, servants and employees who have access to such knowledge and information shall observe and perform the provisions of this Section. Both parties agrees that any violation or threatened violation of any provision of this section shall cause immediate and irreparable harm to either party and, in such event, an injunction restraining either party from such violation may be entered against it, in addition to any other relief available to either party. "Notwithstanding anything to the contrary contained herein, Macon County, North Carolina, shall at all time comply with the provisions of the North Carolina Public Records Law as set forth in Chapter 132 of the North Carolina General Statutes."

5. **Indemnification and Release**

- (a) Either party shall not be liable or responsible for, and shall be saved and held harmless by either party from and against any and all expenses, claims and damages of every kind whatsoever, including, but not limited to, damages for injury to or death of any person or persons and for damage to or loss of any property, arising out of or attributed, directly or indirectly, to the operations or performance of either party under this Agreement.
- (b) NCIC shall not be liable or responsible for, and both parties release and hold each other harmless from liability for consequential damages alleged to result from or allegedly caused by the failure of NCIC's system or operators.

6. **Termination**

This agreement may be terminated for cause by either party upon the giving of thirty (30) days written notice to the other party; provided, however, that the other party given written notice shall have an opportunity to cure the cause for termination within thirty (30) days after receipt of the written notice, in which case, upon such cure, no termination shall occur.

7. **Miscellaneous**

- (a) In the event that the performance by NCIC of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of NCIC, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, terrorism or the act or conduct of any person or persons not party or privy hereto, then NCIC shall be excused from such performance for such a period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
- (b) The obligations and undertakings of each of the parties to this Agreement shall be performable in Macon County, North Carolina and it is therefore agreed that any cause of action, suit or arbitration based upon this Agreement must be brought in Macon County, North Carolina.
- (c) SUBSCRIBER warrants that the undersigned has the full authority to execute this

Agreement and bind SUBSCRIBER to the terms and provisions hereof.

- (d) It is expressly understood and agreed that SUBSCRIBER is not an agent, employee, nor legal representative of NCIC and, unless specifically authorized in writing to do so may not incur any obligations on behalf of or in the name of NCIC.
- (e) IRAN DIVESTMENT ACT CERTIFICATION. Pursuant to N.C.G.S 1436A-5 (a), NCIC does hereby certify as of the time of contracting that in accordance with the Iran Divestment Act the NCIS is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A4;
- (f) E-VERIFY. NCIC shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if NCIC utilizes a subcontractor, NCIC shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes;
- (g) That notwithstanding anything to the contrary contained herein, NCIC shall at no time charge rates, fees or other charges to anyone for the services referenced in this Agreement which would be in violation of or in excess of any allowed under any State or Federal law or regulation or rule and further NCIC agrees to indemnify and hold Macon County, North Carolina, harmless for any loss which it incurs, including attorneys fees, should NCIC breach this provision of this Agreement.

NCIC:

CUSTOMER:

Signature

Bill Pope
NCIC President

Date

5-15-17

Signature

County Manager
Derek Roland

Date

"PREAUDIT CERTIFICATE

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

This the ____ day of May, 2017.

Macon County Finance Officer"

ATTACHMENT 1

COMMISSION & RATE STRUCTURE

Below is the commission offered to Macon County Sheriff's Office:

63% of gross revenue paid monthly to Macon County for the term of the contract with a minimum guarantee of \$35 per inmate per month. Commissions are payable on all completed calls. Local Service and support will be provided by Integrated Installations, Inc in Franklin, NC.

Fees and Per Minute Rates to be charged in compliance with the State of North Carolina and the FCC ruling.

MEXICO & INTERNATIONAL COLLECT: \$1.00 per completed call

NCIC will provide at no cost a turn-key video visitation system and provide all software updates at no charge. Service calls, quarterly maintenance checks and annual user training are also provided at no charge to the facility.

NCIC:

Signature
Bill Pope



CUSTOMER:

Signature
Derek Roland, County Manager





NCIC Inmate Phone Services

ADDENDUM FOR VOIP GATEWAY EQUIPMENT

Each party agrees that NCIC will provide appropriate VOIP gateway equipment (Grandstream or Adtran) in the case of VOIP access to the ICE platform. Upon termination of this agreement, all VOIP equipment will be returned to NCIC within 30 days. Customer agrees not to sell, trade, commit or place liens on VOIP gateway equipment provided by NCIC.

NCIC

Signature

Print Name

Date

Signature

Print Name

Date

[Handwritten Signature]
William P. [unclear]
5-15-17

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: July 11, 2017

DEPARTMENT/AGENCY: North Carolina Department of
Transportation

SUBJECT MATTER: Request for secondary road abandonment

COMMENTS/RECOMMENDATION:

Please see the attached letter and packet of information from NCDOT District Engineer Andy Russell regarding this matter. I will enclose the entire contents within the agenda packet, but will also include this as a separate attachment to the agenda packet e-mail as it contains two pages that have color. Mr. Russell has been requested to attend the meeting to answer any questions or provide additional information.

Attachments 1 (9 sheets) Yes _____ No

Agenda Item 11C



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

July 5, 2017

Macon County Commissioners
James Tate, Chairman
Courthouse Annex
5 West Main Street
Franklin, NC 28734

Attention: Mr. James Tate

Re: Gibson Road; SR1671

Dear Mr. Tate:

The property owners of Featherstone Subdivision have contacted our Andrews District Office and requested North Carolina Department of Transportation abandon the final 608 feet of SR1671, Gibson Road, from the State Maintained Road System in Macon County. Our records indicate that North Carolina Department of Transportation forces have not maintained this segment of SR1671 since prior to 2003, as it serves as a private subdivision drive exclusively for Featherstone Subdivision property owners. All property owners have been notified of our intentions and are in agreement with abandonment of this facility. North Carolina Department of Transportation will retain the initial 2,032 feet of SR1671, Gibson Road, and continue routine maintenance operations up to the point of proposed abandonment.

I am, therefore, requesting the Macon County Board of Commissioners consideration in adopting a resolution to abandon the portion of SR1671, beginning at survey station 20+32 and ending at survey station 26+40, from the State Maintained Road System in Macon County.

Please feel free to contact me at (828) 321-4105 should you have any questions concerning this matter.

Sincerely,

ANDY RUSSELL, P.E.

Andy Russell, P.E.
District Engineer

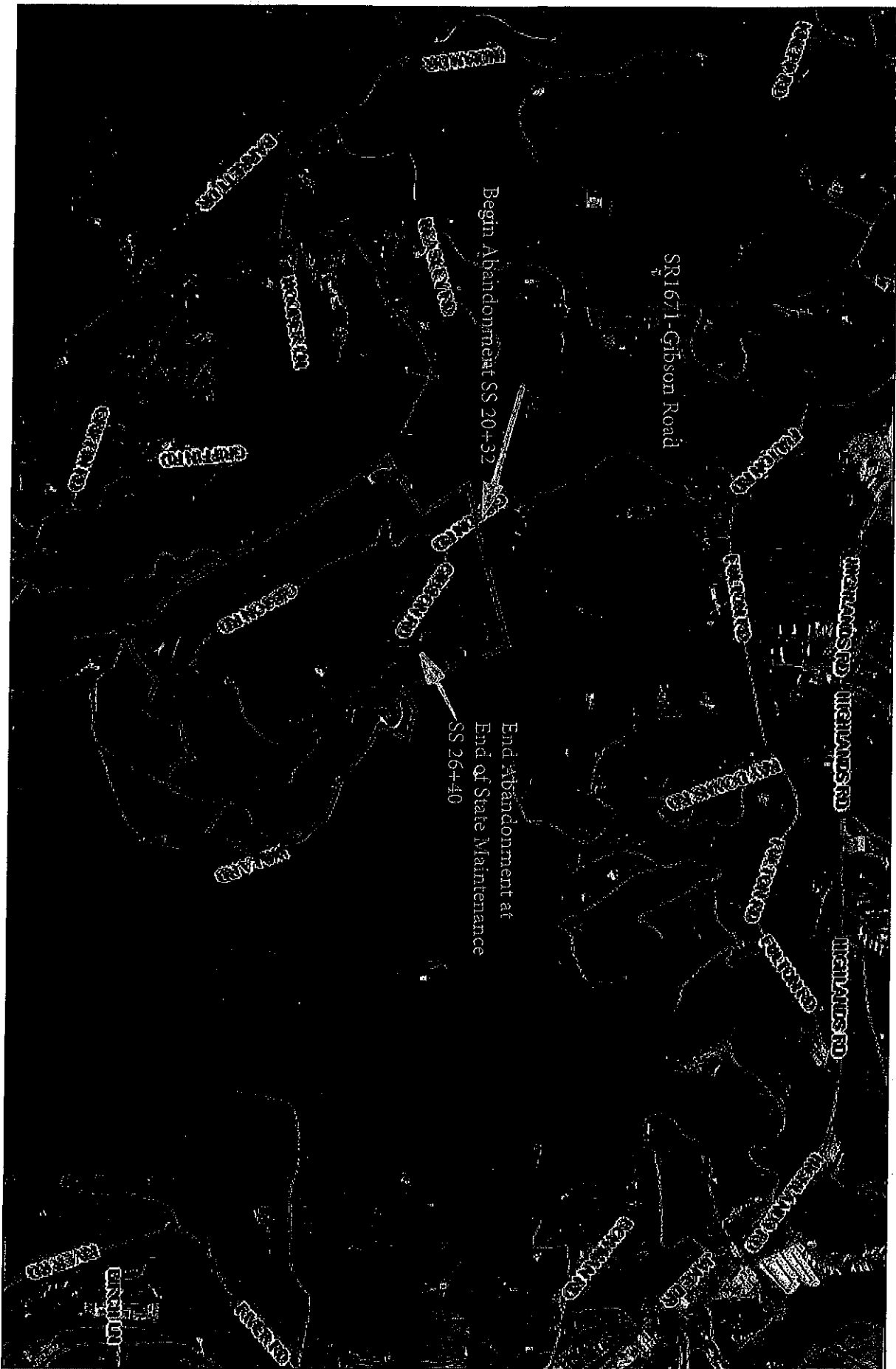
cc: Mr. Alan R. Brown, Assistant District Engineer
Mr. Travis Williamson, Macon County Maintenance Engineer

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
ANDREWS DISTRICT OFFICE
191 ROBBINSVILLE ROAD
ANDREWS, NC 28901

Telephone: (828) 321-4105
Fax: (828) 321-3228
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

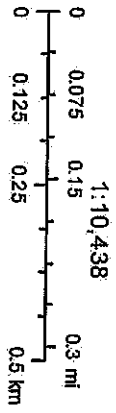
Location:
191 ROBBINSVILLE ROAD
ANDREWS, NC 28901



Macon County

Disclaimer:

The information contained on this page is taken from aerial mapping, tax mapping, and public records and is NOT to be construed or used as a survey or 'legal description'. Only a licensed professional land surveyor can legally determine precise locations, elevations, length and direction of a line, and areas.



June 7, 2017



PROPERTY HISTORY WORKSHEET

Instructions: The purpose of the worksheet is to determine how best to proceed with Secondary Road Abandonment, Residue Property, Surplus Right of Way and Control of Access Revisions. The District Engineer will complete Section 1, and send the worksheet to the Division Right of Way Agent, who will complete Sections 2 & 3, and return the worksheet and supporting documents to the requesting District Engineer. The completed worksheet must accompany all requests for surplus r/w disposals and all requests for control of access revisions.

SECTION 1 REQUESTING DISTRICT ENGINEER: Andy Russell, PE, Andrews District Engineer

Division 14 **County:** Macon **City/Town:** Franklin

TIP No. NA **Route:** SR1671, Gibson Road

State Project No. 6.972122 **F.A. Project No.** NA

Station(s): SS 20+32 to SS 26+40 E.O.M

Requesting Party or Agent for Requesting Party: Mr. Bill Vernon, POC for Featherstone Subdivision POA

Property location: US64 East (Highlands Road); right on SR1668 (Fulton Road); Left on SR1671 (Gibson Road)

SECTION 2 PROPERTY RESEARCH:

R/W or Easements obtained by: Fee Simple, R/W Agreement, Permanent Easement, Maintenance/Plat,

R/W or Easements obtained by Condemnation: 1. Was it a total take Yes, No - If no, answer #2.
 Yes No - If yes, answer two questions to right 2. Does party condemned still own remainder Yes, No

Was it recorded? Yes No If yes, Book L-26 , Page 134-135 (attach copy)

Is there controlled access? Yes No Is the area landlocked? Yes No

Are plans from the acquisition available? Yes No (if yes, attach copy)

List names of all owners adjoining surplus or C/A revision (Attach copy of GIS or Tax Map showing owners):

SECTION 3 DETERMINATION:

X SECONDARY ROAD ABANDONMENT: Area is along an existing Secondary Road, does not involve control of access or a TIP Project, and was acquired by a secondary road agreement, plat, or by maintenance. To be handled by the District Engineer as secondary road abandonment.

RESIDUE PROPERTY: Area is outside the right of way limits. The area was purchased in conjunction with the settlement of the right of way acquisition claim. To be handled by the District Engineer, Division Engineer, Division Right of Way Agent, and the Right of Way Unit.

SURPLUS RIGHT OF WAY/EASEMENTS: All rights of way or easements acquired or held by DOT on all roads, except secondary road abandonments as defined above. To be handled by the District Engineer, Division Engineer, R/W Disposal and Control of Access Review Committee, and Chief Engineer.

CONTROL OF ACCESS REVISION: Area is within the control of access limits on all completed highway projects or completed parcels on highway projects under construction. To be handled by the District Engineer, Division Engineer, R/W Disposal and Control of Access Review Committee and Chief Engineer. (C/A revisions on unresolved condemned parcels are not reviewed by the Committee)

Kevin P. Montell

5-23-17

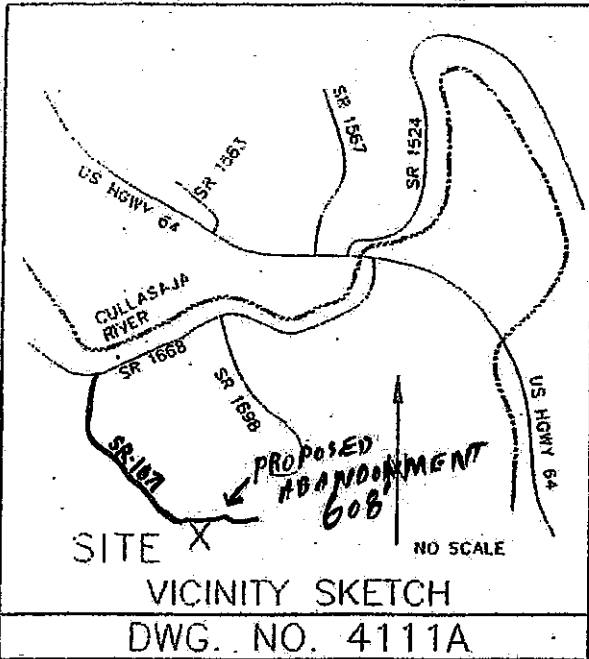
Surplus Determination Approved
- Assistant State Negotiator

Division Right of Way Agent

Date

cc: Secondary Roads Program Manager

FEATHERSTONE COMMUNITY



HELEN GIBSON
J-19/798-812

NOTES:

1. THIS SURVEY WAS PREPARED FOR THE SOLE BENEFIT OF OUR CLIENT AS NAMED IN THE TITLE OF THIS PLAT, AND IS NOT TO BE USED FOR THE BENEFIT OF A THIRD PARTY TO PURCHASE, TO SECURE FINANCING, OR OBTAIN TITLE INSURANCE ON THIS PROPERTY, WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SURVING SURVEYOR.
2. ANY UNDERGROUND UTILITY LOCATIONS SHOWN ON THIS PLAT ARE APPROXIMATE. THE PROPERTY MAY ALSO BE SERVED BY OTHER UNDERGROUND UTILITIES WHICH WERE NOT LOCATED.
3. ALL DISTANCES SHOWN ON THIS SURVEY PLAT ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
4. 2' CONTOUR INTERVALS.
5. ELEVATIONS ARE BASED ON PROJECT BENCH MARK, AND ARE ASSUMED & NOT ACTUAL.

HELEN GIBSON
J-19/798-812

ABANDON THIS SECTION

NO DOT MAINTENANCE ENDS

PRIVATE SUBDIVISION ROAD

PROPOSED GATE

ROBERT CABE
J-19/813-827

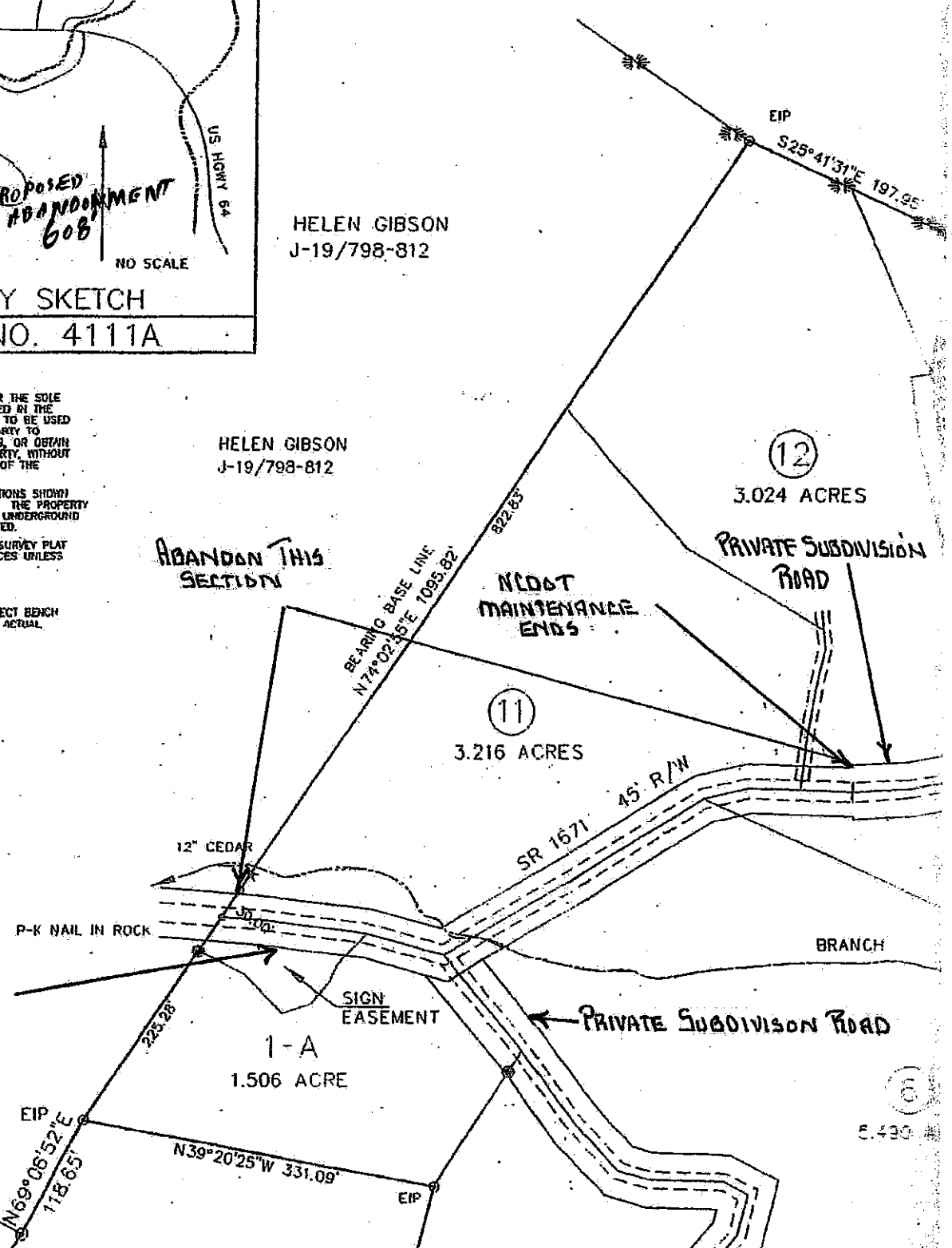
1-A
1.506 ACRE

3.216 ACRES

3.024 ACRES

8.490

DONALD C. DEAL



#1

North Carolina Department of Transportation
Division of Highways
Abandonment Petition

North Carolina

County of MACON

Petition request for the abandonment of Secondary Road 1671 from the State.
Maintained System

We the under signed, being all of the property owners on Secondary Road 1671
in Macon County do hereby request the Division of Highways of the Department of
Transportation to abandon the road from the State Maintained System.

PROPERTY OWNERS

Name	Address
Heidi Orme / 131 Franklin Plaza Drive - Suite 322 / Franklin, NC 28734	
Signature:	
Dean Darsey / 5170 Blue Yarrow Run / Norcross, GA 30092	
Signature: <i>Dean Darsey</i>	
Matthew H. Vernon / 1060 Jackaranda Circle / Rockledge, FL 32955	
Signature:	
Ira / Claydell Home / 12479 County Road 49 / Live Oak, FL 32060	
Signature:	
Janet Hart / 1748 Bowman Street, Clemmont / FL 34711	
Signature:	
This is in request to abandon the section of SR 1671 - Gibson Road from the point where the road enters the Featherstone Subdivision up to the location of the current "End NCDOT Maintenance" sign.	

#2

North Carolina Department of Transportation
Division of Highways
Abandonment Petition

North Carolina

County of MACON

Petition request for the abandonment of Secondary Road 1671 from the State.

Maintained System

We the under signed, being all of the property owners on Secondary Road 1671
in Macon County do hereby request the Division of Highways of the Department of
Transportation to abandon the road from the State Maintained System.

PROPERTY OWNERS

<u>Name</u>	<u>Address</u>
Heidi Orme / 131 Franklin Plaza Drive - Suite 322 / Franklin, NC 28734	
Signature: <i>Heidi Orme</i>	
Dean Darsey / 5170 Blue Yarrow Run / Norcross, GA 30092	
Signature:	
Matthew H. Vernon / 1060 Jackaranda Circle / Rockledge, FL 32955	
Signature:	
Ira / Claydell Horne / 12479 County Road 49 / Live Oak, FL 32060	
Signature:	
Janet Hart / 1748 Bowman Street, Clermont / FL 34711	
Signature:	

This is in request to abandon the section of SR 1671 - Gibson Road from the point where the road enters the Featherstone Subdivision up to the location of the current "End NCDOT Maintenance" sign.

#3

North Carolina Department of Transportation
Division of Highways
Abandonment Petition

North Carolina

County of MACON

Petition request for the abandonment of Secondary Road 1671 from the State.

Maintained System

We the under signed, being all of the property owners on Secondary Road 1671
in Macon County do hereby request the Division of Highways of the Department of
Transportation to abandon the road from the State Maintained System.

PROPERTY OWNERS

<u>Name</u>	<u>Address</u>
<u>Heidi Orme / 131 Franklin Plaza Drive - Suite 322 / Franklin, NC 28734</u>	
<u>Signature:</u>	
<u>Dean Darsey / 5170 Blue Yarrow Run / Norcross, GA 30092</u>	
<u>Signature:</u>	
<u>Matthew H. Vernon / 1060 Jackaranda Circle / Rockledge, FL 32955</u>	
<u>Signature:</u>	
<u>Ira / Claydell Home / 12479 County Road 49 / Live Oak, FL 32060</u>	
<u>Signature: <i>Claydell Home</i></u>	
<u>Janet Hart / 1748 Bowman Street, Clermont / FL 34711</u>	
<u>Signature:</u>	
<u> </u>	
<u> </u>	
<u>This is in request to abandon the section of SR 1671 - Gibson Road from the point where the road enters the Featherstone Subdivision up to the location of the current "End NCDOT Maintenance" sign.</u>	
<u> </u>	

#4

North Carolina Department of Transportation
Division of Highways
Abandonment Petition

North Carolina

County of MACON

Petition request for the abandonment of Secondary Road 1671 from the State.

Maintained System

We the under signed, being all of the property owners on Secondary Road 1671
in Macon County do hereby request the Division of Highways of the Department of
Transportation to abandon the road from the State Maintained System.

PROPERTY OWNERS

<u>Name</u>	<u>Address</u>
Heidi Orme / 131 Franklin Plaza Drive - Suite 322 / Franklin, NC	28734
Signature: _____	
Dean Darsey / 5170 Blue Yarrow Run / Norcross, GA	30092
Signature: _____	
Matthew H. Vernon / 1060 Jackaranda Circle / Rockledge, FL	32955
Signature: _____	
Ira / Claydell Horne / 12479 County Road 49 / Live Oak, FL	32060
Signature: _____	
Janet Hart / 1748 Bowman Street, Clermont / FL	34711
Signature: <i>Janet C. Hart</i>	

This is in request to abandon the section of SR 1671 - Gibson Road from the point where the road enters the Featherstone Subdivision up to the location of the current "End NCDOT Maintenance" sign.

#5

North Carolina Department of Transportation
Division of Highways
Abandonment Petition

North Carolina

County of MACON

Petition request for the abandonment of 1671 from the State.
Secondary Road

Maintained System

We the under signed, being all of the property owners 1671
on Secondary Road

in Macon County do hereby request the Division of Highways of
the Department of

Transportation to abandon the road from the State Maintained System.

PROPERTY OWNERS

Name

Address

Heidi Orme / 131 Franklin Plaza Drive - Suite 322 / Franklin, NC 28734

Signature: _____

Dean Darsey / 5170 Blue Yarrow Run / Norcross, GA 30092

Signature: _____

Matthew H. Vernon / 1060 Jackpanda Circle / Rockledge, FL 32955

Signature: *Matthew H. Vernon*

Ira / Claydell Horne / 12479 County Road 49 / Live Oak, FL 32060

Signature: _____

Janet Hart / 1748 Bowman Street, Clermont / FL 34711

Signature: _____

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: July 11, 2017

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Resolution regarding the Community Care Clinic of Franklin

COMMENTS/RECOMMENDATION:

Please see the attached resolution and the accompanying one-year lease regarding the Community Care Clinic of Franklin and the use of office and clinic space at Macon County Public Health. These documents were prepared by the County Attorney.

Attachments 2 Yes No

Agenda Item 11D

STATE OF NORTH CAROLINA
COUNTY OF MACON

**RESOLUTION OF THE MACON COUNTY BOARD OF COUNTY COMMISSIONERS
DECLARING PROPERTY TO BE SURPLUS AND APPROVING A ONE YEAR LEASE
OF THE SAME BY MACON COUNTY TO COMMUNITY CARE CLINIC OF
FRANKLIN, INC., a North Carolina non-profit corporation**

THAT WHEREAS, Macon County owns certain real property being described in the Lease to COMMUNITY CARE CLINIC OF FRANKLIN, INC., a North Carolina non-profit corporation, a copy of which is attached hereto; and

WHEREAS, Macon County does not presently have a use for all of the same and the same will not be needed by Macon County during the term of the Lease; and

WHEREAS, Macon County desires to declare the same to be surplus and authorize the entry of the Lease to COMMUNITY CARE CLINIC OF FRANKLIN, INC., a North Carolina non-profit corporation, a copy of which is attached hereto, for the period of one year effective from July 1, 2017; and

WHEREAS, pursuant to N.C. Gen. Stat. § 160A-272, Macon County is authorized to enter into the Lease to COMMUNITY CARE CLINIC OF FRANKLIN, INC., a North Carolina non-profit 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 does hereby declare the real property described in the Lease to COMMUNITY CARE CLINIC OF FRANKLIN, INC., a North Carolina non-profit corporation, a copy of which is attached hereto and incorporated herein by reference, to be surplus property and the same will not be needed by Macon County during the term of said Lease; and

RESOLVED, that Macon County does hereby authorize the entry into the Lease to COMMUNITY CARE CLINIC OF FRANKLIN, INC., a North Carolina non-profit corporation, a copy of which is attached hereto and incorporated herein by reference, for the period of one year effective from July 1, 2017; and

RESOLVED, that James Tate, the Chairman of the Macon County Commissioners, is hereby

authorized and directed to fill in any blanks upon the same and execute said Lease to COMMUNITY CARE CLINIC OF FRANKLIN, INC., a North Carolina non-profit corporation, on behalf of Macon County.

Adopted at the July 11, 2017, Regular Meeting of the Macon County Board of Commissioners.

James Tate, Chairman of the Macon County Board
County Commissioners

ATTEST:

Derek Roland, Clerk to the Board

(Official Seal)

**NORTH CAROLINA
MACON COUNTY**

LEASE AGREEMENT

This lease is made this 1st day of July, 2017, by and between MACON COUNTY, a body politic organized and existing under the laws of the State of North Carolina, hereinafter called the "Lessor," and COMMUNITY CARE CLINIC OF FRANKLIN, INC., a North Carolina non-profit corporation with a principal office at 1830 Lakeside Drive, Franklin, North Carolina, hereinafter called the "Lessee."

WITNESSETH:

1. That subject to the terms and conditions hereinafter set forth, the **Lessor** leases unto the **Lessee**, and the **Lessee** accepts as a tenant, a portion of that certain office and clinic space located within the Macon County Public Health Center's Facility located at 1830 Lakeside Drive, Franklin, North Carolina. The portion of the premises which are leased hereunder to **Lessee** consists of the three cubicles and the storage closet in hallway across from waiting room D148 mutually agreed upon and presently and exclusively used by **Lessee** in the Macon County Public Health Center's Facility located at 1830 Lakeside Drive, Franklin, North Carolina, together with the nonexclusive right to use in common with **Lessor** and its assigns, the presently used hallway access to shared clinic waiting room D148, shared waiting room B154, and parking for and access to the leased premises.
2. TERM. This lease shall commence July 1, 2017, and end on June 30, 2018.
3. PURPOSE. **Lessee** shall use the leased premises only to maintain an office in order to provide a reduced-cost primary care medical clinic which shall be open to low income persons for approximately 36 hours per week on a non-profit basis and in order to further the public health interests of low income persons and the interest of Macon County in having reduced-cost primary care medical clinic available to low income persons in Macon County.
4. RENTAL. The rent and consideration for this Lease Agreement shall be \$0.00 per month

payable by the tenth of each month and **Lessee's** express promise to at all times during the term of this Lease Agreement provide a reduced-cost primary care medical clinic which shall be open to low income persons for approximately 36 hours per week on a non-profit basis and in order to further the public health interests of low income persons and the interest of Macon County in having reduced-cost primary care medical clinic available to low income persons in Macon County. The monthly rental shall include electric service, heat and water provided by the **Lessor**. **Lessee** shall provide any other utilities and specifically its telephone service and garbage disposal.

5. MAINTENANCE & ALTERATION. Lessee agrees to accept the premises in their present condition, to make all necessary repairs during the term of this lease and at termination to 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. Lessee shall not alter the premises in any way without the express written consent of Lessor.

6. INDEMNIFICATION. **Lessee** 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 **Lessee**, its agents, licensees, concessionaires, customers or employees. In the event Lessor shall be made a party to any litigation, commenced by or against Lessee, its agents, licensees, concessionaires, customers or employees, then **Lessee** shall protect and hold **Lessor** harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by **Lessor** in connection with such litigation.

7. HAZARDOUS MATERIALS. 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 **Lessee** 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 (1) 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, (2) 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, (3) non-compliance relating to the Lessee'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 (4) 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 Lessee 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.

IN TESTIMONY WHEREOF, the parties have signed this lease in their respective corporate names by their appropriate corporate officers and affixed their corporate seals on the date first written above in duplicate originals, one of which is retained by each of the parties.

LESSOR:
Macon County

(OFFICIAL SEAL)

By: _____
James Tate,
Chairman, Board of Commissioners

ATTEST:

Derek Roland, Clerk to the Board

LESSEE:
Community Care Clinic of Franklin, Inc.

By: _____
Print Name: _____

ATTEST:

Secretary

CERTIFICATE OF FINANCE OFFICER:

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

This the _____ day of _____, 2017.

Macon County Finance Officer

NORTH CAROLINA
MACON COUNTY

I, _____, a Notary Public, for _____ County, North Carolina, do hereby certify that _____ and _____, personally appeared before me this day and acknowledged that they are the _____ of the Community Care Clinic of Franklin, Inc. and the Secretary of the Community Care Clinic of Franklin, Inc., and that by authority duly given and as the act of the Community Care Clinic of Franklin, Inc., the foregoing instrument was signed by such _____ of the Community Care Clinic of Franklin, Inc., sealed with its corporate seal and attested by such Secretary of the Community Care Clinic of Franklin, Inc..

WITNESS my hand and official seal, this the ____ day of _____, 2015.

(OFFICIAL SEAL)

Official Signature of Notary

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

STATE OF NORTH CAROLINA
MACON COUNTY

I, _____, a Notary Public, for _____ County, North Carolina, do hereby certify that James Tate and Derek Roland, personally appeared before me this day and acknowledged that they are the Chairman of the Macon County Board of Commissioners and the Clerk to the Macon County Board of Commissioners for Macon County, North Carolina, and that by authority duly given and as the act of Macon County, North Carolina, the foregoing instrument was signed by such Chairman of the Macon County Board of Commissioners, sealed with its corporate seal and attested by such Clerk to the Macon County Board of Commissioners.

WITNESS my hand and official seal, this the ____ day of _____, 2015.

(OFFICIAL SEAL)

Official Signature of Notary

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

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: July 11, 2017

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Resolution regarding the Community Care Clinic of Highlands-Cashiers

COMMENTS/RECOMMENDATION:

Please see the attached resolution and the accompanying one-year lease regarding the Community Care Clinic of Highlands-Cashiers and the use of office and clinic space located on the lower level of the Macon County Public Health Center's Highlands facility off Buck Creek Road in Highlands. These documents were prepared by the County Attorney.

Attachments 2 Yes No

Agenda Item 11E

STATE OF NORTH CAROLINA
COUNTY OF MACON

**RESOLUTION OF THE MACON COUNTY BOARD OF COUNTY COMMISSIONERS
DECLARING PROPERTY TO BE SURPLUS AND APPROVING A ONE YEAR LEASE
OF THE SAME BY MACON COUNTY TO COMMUNITY CARE CLINIC OF
HIGHLANDS-CASHIERS, INC., a North Carolina non-profit corporation**

THAT WHEREAS, Macon County owns certain real property being described in the Lease to COMMUNITY CARE CLINIC OF HIGHLANDS-CASHIERS, INC., a North Carolina non-profit corporation, a copy of which is attached hereto; and

WHEREAS, Macon County does not presently have a use for all of the same and the same will not be needed by Macon County during the term of the Lease; and

WHEREAS, Macon County desires to declare the same to be surplus and authorize the entry of the Lease to COMMUNITY CARE CLINIC OF HIGHLANDS-CASHIERS, INC., a North Carolina non-profit corporation, a copy of which is attached hereto, for the period of one year effective from July 1, 2017; and

WHEREAS, pursuant to N.C. Gen. Stat. § 160A-272, Macon County is authorized to enter into the Lease to COMMUNITY CARE CLINIC OF HIGHLANDS-CASHIERS, INC., a North Carolina non-profit 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 does hereby declare the real property described in the Lease to COMMUNITY CARE CLINIC OF HIGHLANDS-CASHIERS, INC., a North Carolina non-profit corporation, a copy of which is attached hereto and incorporated herein by reference, to be surplus property and the same will not be needed by Macon County during the term of the Lease; and

RESOLVED, that Macon County does hereby authorize the entry into the Lease to COMMUNITY CARE CLINIC OF HIGHLANDS-CASHIERS, INC., a North Carolina non-profit corporation, a copy of which is attached hereto and incorporated herein by reference, for the period of one year effective from July 1, 2017; and

RESOLVED, that James Tate, the Chairman of the Macon County Commissioners, is hereby

authorized and directed to fill in any blanks upon the same and execute said Lease to COMMUNITY CARE CLINIC OF HIGHLANDS-CASHIERS, INC., a North Carolina non-profit corporation, on behalf of Macon County.

Adopted at the July 11, 2017, Regular Meeting of the Macon County Board of Commissioners.

James Tate, Chairman of the Macon County Board
County Commissioners

ATTEST:

Derek Roland, Clerk to the Board

(Official Seal)

**NORTH CAROLINA
MACON COUNTY**

LEASE AGREEMENT

This lease is made this 1st day of July, 2017, by and between MACON COUNTY, a body politic organized and existing under the laws of the State of North Carolina, hereinafter called the "**Lessor**," and COMMUNITY CARE CLINIC OF HIGHLANDS-CASHIERS, INC., a North Carolina non-profit corporation with a principal office at 57 White Owl Lane, Cashiers, NC 28717, hereinafter called the "**Lessee**."

WITNESSETH:

1. That subject to the terms and conditions hereinafter set forth, the **Lessor** leases unto the **Lessee**, and the Lessee accepts as a tenant, that certain office and clinic space located on the lower level of the Macon County Public Health Center's Highlands Facility at Aunt Dora Lane off Buck Creek Road, Highlands, NC. The portion of the premises which are leased hereunder to **Lessee** consists of the space mutually agreed upon and presently and exclusively used by **Lessee** in the current storage area on the lower level of the Macon County Public Health Center's Highlands Facility at Aunt Dora Lane off Buck Creek Road, Highlands, NC, together with the nonexclusive right to use in common with **Lessor** and its assigns, the presently used interview rooms, exam rooms, offices, kitchen/lab/clinical area, height/weight/shot room and shared waiting, parking for and access to the leased premises.
2. TERM. This lease shall commence July 1, 2017, and end on June 30, 2018.
3. PURPOSE. **Lessee** shall use the leased premises only to maintain an office in order to provide a reduced-cost primary care medical clinic which shall be open to low income persons for approximately 36 hours per week on a non-profit basis and in order to further the public health interests of low income persons and the interest of Macon County in having reduced-cost primary care medical clinic available to low income persons in Macon County.

4. RENTAL. The rent and consideration for this Lease Agreement shall be \$0.00 per month payable by the tenth of each month and **Lessee's** express promise to at all times during the term of this Lease Agreement provide a reduced-cost primary care medical clinic which shall be open to low income persons for approximately 36 hours per week on a non-profit basis and in order to further the public health interests of low income persons and the interest of Macon County in having reduced-cost primary care medical clinic available to low income persons in Macon County. The monthly rental shall include electric service, heat and water provided by the **Lessor**. **Lessee** shall provide any other utilities and specifically its telephone service and garbage disposal.
5. MAINTENANCE & ALTERATION. Lessee agrees to accept the premises in their present condition, to make all necessary repairs during the term of this lease and at termination to 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. Lessee shall not alter the premises in any way without the express written consent of Lessor.
6. INDEMNIFICATION. **Lessee** 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 **Lessee**, its agents, licensees, concessionaires, customers or employees. In the event Lessor shall be made a party to any litigation, commenced by or against Lessee, its agents, licensees, concessionaires, customers or employees, then **Lessee** shall protect and hold **Lessor** harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by **Lessor** in connection with such litigation.
7. HAZARDOUS MATERIALS. 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 **Lessee** 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 (1) 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, (2) 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, (3) non-compliance relating to the Lessee'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 (4) 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 Lessee 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.

IN TESTIMONY WHEREOF, the parties have signed this lease in their respective corporate names by their appropriate corporate officers and affixed their corporate seals on the date first written above in duplicate originals, one of which is retained by each of the parties.

LESSOR:
Macon County

(OFFICIAL SEAL)

By: _____
James Tate,
Chairman, Board of Commissioners

ATTEST:

Derek Roland, Clerk to the Board

LESSEE:
Community Care Clinic of Highlands-Cashiers, Inc.

By: _____
Print Name: _____

ATTEST:

Secretary

CERTIFICATE OF FINANCE OFFICER:

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

This the _____ day of _____, 2017.

Macon County Finance Officer

NORTH CAROLINA
MACON COUNTY

I, _____, a Notary Public, for _____ County, North Carolina, do hereby certify that _____ and _____, personally appeared before me this day and acknowledged that they are the _____ of the Community Care Clinic of Highlands-Cashiers, Inc. and the Secretary of the Community Care Clinic of Highlands-Cashiers, Inc., and that by authority duly given and as the act of the Community Care Clinic of Highlands-Cashiers, Inc., the foregoing instrument was signed by such _____ of the Community Care Clinic of Highlands-Cashiers, Inc., sealed with its corporate seal and attested by such Secretary of the Community Care Clinic of Highlands-Cashiers, Inc..

WITNESS my hand and official seal, this the ____ day of _____, 2014.

(OFFICIAL SEAL)

Official Signature of Notary

Notary Public's printed or typed name

My Commission expires: _____

STATE OF NORTH CAROLINA
MACON COUNTY

I, _____, a Notary Public, for _____ County, North Carolina, do hereby certify that James Tate and Derek Roland, personally appeared before me this day and acknowledged that they are the Chairman of the Macon County Board of Commissioners and the Clerk to the Macon County Board of Commissioners for Macon County, North Carolina, and that by authority duly given and as the act of Macon County, North Carolina, the foregoing instrument was signed by such Chairman of the Macon County Board of Commissioners, sealed with its corporate seal and attested by such Clerk to the Macon County Board of Commissioners.

WITNESS my hand and official seal, this the ____ day of _____, 2014.

(OFFICIAL SEAL)

Official Signature of Notary

Notary Public's printed or typed name

My Commission expires: _____

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: July 11, 2017

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Resolution regarding Community Care of Western North Carolina

COMMENTS/RECOMMENDATION:

Please see the attached resolution and the accompanying 11-month lease regarding Community Care Clinic of Western North Carolina and the use of 144 square feet of work space at Macon County Public Health. These documents were prepared by the County Attorney.

Attachments 2 Yes No

Agenda Item 11F

STATE OF NORTH CAROLINA
COUNTY OF MACON

**RESOLUTION OF THE MACON COUNTY BOARD OF COUNTY COMMISSIONERS
DECLARING PROPERTY TO BE SURPLUS AND APPROVING AN ELEVEN MONTH
LEASE OF THE SAME BY COMMUNITY CARE OF WESTERN NORTH CAROLINA,
INC., a North Carolina non-profit corporation**

THAT WHEREAS, Macon County owns certain real property being described in the Lease to COMMUNITY CARE OF WESTERN NORTH CAROLINA, INC., a North Carolina non-profit corporation, a copy of which is attached hereto; and

WHEREAS, Macon County does not presently have a use for the same and will not need the same during the term of such lease; and

WHEREAS, Macon County desires to declare the same to be surplus and authorize the entry of the Lease to COMMUNITY CARE OF WESTERN NORTH CAROLINA, INC., a North Carolina non-profit corporation, a copy of which is attached hereto, for the period of eleven months effective from August 1, 2017; and

WHEREAS, pursuant to N.C. Gen. Stat. § 160A-272, Macon County is authorized to enter into the Lease to COMMUNITY CARE CLINIC OF WESTERN NORTH CAROLINA, INC., a North Carolina non-profit 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 does hereby declare the real property described in the Lease to COMMUNITY CARE OF WESTERN NORTH CAROLINA, INC., a North Carolina non-profit corporation, a copy of which is attached hereto and incorporated herein by reference, to be surplus property and it has determined that it does not presently have a use for the same and will not need the same during the term of such lease; and

RESOLVED, that Macon County does hereby authorize the entry into the Lease to COMMUNITY CARE OF WESTERN NORTH CAROLINA, INC., a North Carolina non-profit corporation, a copy of which is attached hereto and incorporated herein by reference, for the period of eleven months effective from August 1, 2017; and

RESOLVED, that James Tate, the Chairman of the Macon County Commissioners, is hereby authorized and directed to fill in any blanks upon the same and execute said Lease COMMUNITY CARE OF WESTERN NORTH CAROLINA, INC., a North Carolina non-profit corporation, on behalf of Macon County.

Adopted at the July __, 2017, Regular Meeting of the Macon County Board of Commissioners.

James Tate, Chairman of the Macon County Board
County Commissioners

ATTEST:

Derek Roland, Clerk to the Board

(Official Seal)

**STATE OF NORTH CAROLINA
COUNTY OF MACON**

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into effective this the 1st day of August, 2017 by and between MACON COUNTY PUBLIC HEALTH (hereinafter referred to as **LESSOR**), and COMMUNITY CARE OF WESTERN NORTH CAROLINA, INC., a North Carolina Non-Profit Corporation (hereinafter referred to as **LESSEE**),

WITNESSETH

THAT subject to the terms and conditions set forth herein below, lessor does hereby let and lease unto the Lessee and the Lessee does hereby accept as a tenant of the Lessor certain premises lying and being in the Township of Franklin, Macon County, North Carolina, and being more particularly described as follows:

Work Space: Three (3) cubicles, approximately 48 square feet each (total space 144 square feet)

Space Includes access to: Telephone (Including fax), internet connection (including WIFI access), waste disposal, meeting rooms, and parking for staff.

Location of Work Space leased: Human Services Building, Macon County Public Health Canter
1830 Lakeside Drive, Franklin NC 28734.

1. The term of this lease shall be for a period of eleven months commencing on the 1st day of August 1, 2017, or as soon hereafter as the leased premises are ceded to the Lessee, and terminating on June 30, 2018
2. The Lessee shall pay to the Lessor as rental for said premises the sum of Four Thousand, Six Hundred, Fifty-Three Dollars (\$4,653.00), which sum shall be paid in eleven (11) equal monthly installments of Four Hundred and Twenty-Three (\$423.00) with the first such monthly installment being due and payable on August 1, 2017, and a like monthly installment being due on the first day of each month thereafter during the term of this Lease Agreement.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified or to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.
 - A. Heating facilities, air conditioning facilities, electrical facilities, adequate lighting fixtures and sockets, and hot and cold water facilities, and adequate toilet facilities with proper ventilation.
 - B. All utilities to include local telephone, and internet access.
 - C. This shall include maintenance and cleaning of lawns, shrubbery, sidewalks and parking

- areas.
- D. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal including provision for the handling of recyclable items such as aluminum cans, cardboard and paper.
 - E. Parking
 - F. All fire and safety inspection fees and storm water fees to be the responsibility of the Lessor.
4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but not be limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition fail, refuse or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee, in addition to any other remedy the Lessor may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be or thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.
 5. It is understood and agreed that the Lessor shall, at the beginning of said lease term as hereinabove set forth have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing, and electrical wiring suitable for the purpose for which the leased premises will be used by Lessee. By executing this Lease Agreement, Lessee stipulates and agrees that it is satisfied with the leased premises "as is".
 6. If the said premises be destroyed by fire or other casualty, without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired.
 7. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.
 8. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, or public calamity, by the elements, by act of God or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.
 9. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreement herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.
 10. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance.

No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed and agreed to by both parties.

11. Any hold over after the expiration of the said term or any extension thereat shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.
12. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local office on the premises leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee for lease payments hereunder.
13. The Lessee shall keep the premises in good repair and tenantable condition during and upon the termination of this Lease Agreement.
14. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid addressed as follows: To the Lessor, MACON COUNTY, 5 West Main Street, Franklin, North Carolina 28734 and the Lessee, COMMUNITY CARE OF WESTERN NORTH CAROLINA, INC., Jennifer Wehe-Davis, Executive Director, 53 S. French Broad Avenue, Suite 300, Asheville, NC 28801. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in quadruplicate originals, effective as of the date first above written.

MACON COUNTY NORTH CAROLINA

COMMUNITY CARE of WESTERN
NORTH CAROLINA, INC.

James Tate, Chairman, Board of Commissioners

Jennifer Wehe-Davis, Executive Director
Office: 828.348.2818 | Fax: 828.348.2188
53 S. French Broad Ave., Suite 300
Asheville, NC 28801

(OFFICIAL SEAL)

ATTEST:

Derek Roland, Clerk of the Board

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: July 11, 2017

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Resolution regarding lease with the State of North Carolina

COMMENTS/RECOMMENDATION:

Please see the attached resolution and the accompanying one-year lease with the State of North Carolina regarding the Children's Developmental Services Agency (CDSA) and the use of 144 square feet of work space at Macon County Public Health. These documents were prepared by the County Attorney.

Attachments 2 Yes No

Agenda Item 11G

STATE OF NORTH CAROLINA
COUNTY OF MACON

**RESOLUTION OF THE MACON COUNTY BOARD OF COUNTY COMMISSIONERS
DECLARING PROPERTY TO BE SURPLUS AND APPROVING A ONE YEAR LEASE
OF THE SAME BY THE STATE OF NORTH CAROLINA**

THAT WHEREAS, Macon County owns certain real property being described in the Lease to the STATE OF NORTH CAROLINA, a copy of which is attached hereto; and

WHEREAS, Macon County does not presently have a use for the same and will not need the same during the term of such lease; and

WHEREAS, Macon County desires to declare the same to be surplus and authorize the entry of the Lease to the STATE OF NORTH CAROLINA., a copy of which is attached hereto, for the period of ONE YEAR effective from July 1, 2017; and

WHEREAS, pursuant to N.C. Gen. Stat. § 160A-272, Macon County is authorized to enter into the Lease to the STATE OF NORTH CAROLINA, 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 does hereby declare the real property described in the Lease to the STATE OF NORTH CAROLINA, a copy of which is attached hereto and incorporated herein by reference, to be surplus property and it has determined that it does not presently have a use for the same and will not need the same during the term of such lease; and

RESOLVED, that Macon County does hereby authorize the entry into the Lease to the STATE OF NORTH CAROLINA, a copy of which is attached hereto and incorporated herein by reference, for the period of ONE YEAR effective from July 1, 2017; and

RESOLVED, that James Tate, the Chairman of the Macon County Commissioners, is hereby authorized and directed to fill in any blanks upon the same and execute said Lease with the STATE OF NORTH CAROLINA on behalf of Macon County.

Adopted at the July __, 2017, Regular Meeting of the Macon County Board of Commissioners.

James Tate, Chairman of the Macon County Board
County Commissioners

ATTEST:

Derek Roland, Clerk to the Board

(Official Seal)

**STATE OF NORTH CAROLINA
COUNTY OF MACON**

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the 1st day of July, 2017, by and between MACON COUNTY PUBLIC HEALTH, hereinafter designated as **LESSOR**, and the STATE OF NORTH CAROLINA, hereinafter designated as **LESSEE**,

WITNESSETH

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration resolution adopted by the Governor and Council of State on the 7th day of November, 1984; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 17th day of April, 1985; and

WHEREAS, the parties hereto have mutually agreed to the terms of its lease agreement as hereinafter set out,

NOW, THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let the period of time and subject to the terms and conditions hereinafter set out certain space in Franklin, Macon County, North Carolina, more particularly described as follows:

Being three (3) workstations, approximately 144 square feet, located in the Macon County Public Health Department Center, 1830 Lakeside Drive, Franklin, Macon County, North Carolina.

Includes access to: Telephone (including fax), internet connection (including WIFI access), waste disposal, meeting rooms, and parking for staff.

The Children's Development Services Agencies Staff will use the Leased Premises described herein.

(CDSA Franklin)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of one (1) year commencing on the 1st day of July, 2017, and terminating on the 30th day of June, 2018.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of Four Thousand, Eight Hundred, Ninety Six Dollars(\$4,896.00), which sum shall be paid in twelve (12) equal monthly installments of Four Hundred and Thirteen Dollars, Sixty-Four Cents (\$413.64) said monthly installments payable on the first day of each month during the term of this Lease .

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified or to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.
 - A. Heating facilities, air conditioning facilities, electrical facilities, adequate lighting fixtures and sockets, and hot and cold water facilities, and adequate toilet facilities with proper ventilation.
 - B. All utilities except telephone.
 - C. This; shall include maintenance and cleaning of lawns, shrubbery, sidewalks and parking areas.
 - D. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal including provision for the handling of recyclable items such as aluminum cans, cardboard and paper.
 - E. Parking
 - F. Elevator service where applicable.
 - G. All fire and safety inspection fees and storm water fees to be the responsibility of the Lessor.
4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but not be limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition fail, refuse or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee, in addition to any other remedy the Lessor may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be or thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.
5. It is understood and agreed that the Lessor shall, at the beginning of said lease term as hereinabove set forth have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing, and electrical wiring suitable for the purpose for which the leased premises will be used by Lessee.

6. If the said premises be destroyed by fire or other casualty, without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.
7. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.
8. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order an condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, or public calamity, by the elements, by act of God or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.
9. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreement herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the lease premises free from the adverse claims of any person.
10. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed and agreed to by both parties.
11. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.
12. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation , allocation or availability of funds for this purpose to the agency forth Lessee responsible for the payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local office on the premises leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

13. The Lessee shall keep the premises in good repair and tenantable condition during and upon the termination of this Lease Agreement.
14. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid addressed as follows:

To Lessor: **MACON COUNTY PUBLIC HEALTH CENTER**
 c/o Health Director
 1830 Lakeside Drive, Franklin, North Carolina 28734

To Lessee: c/o STATE OF NORTH CAROLINA
 DHHS Property Officer
 Mail Service Center
 Raleigh, North Carolina 27699-3026.

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in quadruplicate originals, as of the date first above written.

MACON COUNTY NORTH CAROLINA

STATE OF NORTH CAROLINA

James Tate, Chairman
Board of Commissioners

Luke O. Hoff, P.E., Director
DHHS Property and Construction Office

(OFFICIAL SEAL)

ATTEST:

Derek Roland, Clerk of the Board

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: July 11, 2017

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Contract with Highlands Chamber of Commerce

COMMENTS/RECOMMENDATION:

Please see the attached service contract between the county and the Highlands Area Chamber of Commerce, which will memorialize arrangements for a period covering July 1, 2015 through June 30, 2018. The County Attorney prepared this document and can provide additional details at the meeting.

Attachments 1 Yes No

Agenda Item 11H

NORTH CAROLINA

SERVICE CONTRACT

MACON COUNTY

THIS CONTRACT is made, and entered into this the 1st day of July, 2015, by and between the COUNTY of MACON, a political subdivision of the State of North Carolina, (hereinafter referred to as "County"), and HIGHLANDS AREA CHAMBER OF COMMERCE, INC., a not for profit corporation duly authorized to do business in the State of North Carolina (herein after referred to as "Chamber").

1. **SCOPE OF SERVICES.** Chamber hereby agrees to provide the Travel and Tourism Development services under this Contract within the Highlands Area Travel and Tourism District(s) pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter collectively referred to as "Services"). Attachment 1 is hereby incorporated herein and made part hereof.
2. **TERM OF CONTRACT.** The Term of this Contract for services is from July 1, 2015, to June 30, 2018. This contract may be renewed annually upon written agreement by the County and Chamber.
3. **PAYMENT TO CHAMBER.** Chamber shall receive from County a monthly amount not to exceed the amount of the occupancy tax under S.L. 1985-969 collected by the County from hotels, motels, inns, and similar places within The Highlands Travel and Tourism District which consists of the Flats, Sugarfork, and Highlands Townships of Macon County, North Carolina, during the preceding month, less administrative expenses of Macon County, as full compensation for the provision of Services. County agrees to pay Chamber at the rates specified for Services, performed to the satisfaction of the County, in accordance with this Contract, and Attachment 1.
4. **INDEPENDENT CONTRACTOR.** County and Chamber agree that Chamber is an independent contractor and shall not represent itself as an agent or employee of County for any purpose in the performance of Chamber's duties under this Contract. Accordingly, Chamber shall be responsible for payment of all federal, state and local taxes as well as applicable business license fees arising out of Chamber's activities in accordance with this Contract. For purposes of this Contract, taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

Chamber, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations.

5. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, Chamber shall indemnify and hold harmless the County and its officials, agents, and

employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from Chamber's performance of this Contract or the actions of the Chamber or its officials, or employees under this Contract or under contracts entered into by the Chamber in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, Chamber shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act.

6. **HEALTH AND SAFETY.** Chamber shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.
7. **NON-DISCRIMINATION IN EMPLOYMENT.** Chamber shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. In the event Chamber is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by County, and Chamber may be declared ineligible for further County contracts.
8. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Macon and the State of North Carolina.
9. **TERMINATION OF AGREEMENT.** This Contract may be terminated, without cause, by either party upon ninety (90) days written notice to the other party. This termination period shall begin upon receipt of the notice of termination.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party in writing of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

10. **RECORD KEEPING.** The Chamber shall furnish to the County a copy of the Chamber's payroll for any employees funded by County monies on at least a quarterly basis showing the

wages paid to such employees who perform work pursuant to this Contract. Chamber employees' social security numbers shall be confidential in accordance with applicable law(s). The hourly rate shall be made available to the County Manager.

Funds provided under his Contract shall not be used to pay for employees for work which is connected with general Chamber activities conducted outside of the scope of this Contract. Funds provided under this Contract shall not be used to pay for promotional materials or activities which are connected with general Chamber activities conducted outside the scope of this Contract.

11. **SUCCESSORS AND ASSIGNS.** Chamber shall not assign its interest in this Contract without the written consent of County. Chamber has no authority to enter into contract on behalf of County.
12. **COMPLIANCE WITH LAWS.** Chamber represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.
13. **NOTICES.** All notices which may be required by this Contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

COUNTY OF MACON
ATTN: County Manager
5 West Main St.
Franklin, NC 28734

HIGHLANDS AREA CHAMBER OF COMMERCE
ATTN: Bob Kieltyka
P.O. Box 62
Highlands, NC 28741

14. **AUDIT RIGHTS.** For all Services being provided hereunder, County shall have the right to inspect, examine, and make copies of all books, accounts, invoices, records and other writings relating to the performance of said Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, Chamber must make the materials to be audited available within one (1) week of the request for them.

In addition, Chamber shall, at its own expense, cause an annual audit of its financial statements to be performed and provide County with a copy of the annual audit.

15. **COUNTY NOT RESPONSIBLE FOR EXPENSES.** County shall not be liable to Chamber for any expenses paid or incurred by Chamber, unless otherwise agreed in writing.
16. **EQUIPMENT.** Chamber shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
17. **REPORTS.** Chamber shall make semi-annual reports of activities to the Highlands Area

Tourism Development Commission.

18. **ENTIRE AGREEMENT.** This Contract and the attached document labeled "Attachment 1" shall constitute the entire understanding between County and Chamber and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
19. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

IN TESTIMONY WHEREOF, the County of Macon has caused these presents to be signed in its name by its County Manager, and Chamber, acting under and by virtue of the authority in them vested, has hereunto set their hand and seal, the day and year first written above.

COUNTY OF MACON

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

Derek Roland, County Manager

County Finance Officer

ATTEST:

**HIGHLANDS AREA CHAMBER OF
COMMERCE, INC,**

Name: _____
Title: _____

Name: _____
Title: _____

ATTACHMENT 1

SCOPE OF SERVICES

The purpose of this Contract is to set forth the rights, obligations and responsibilities of the Highlands Area Chamber of Commerce to perform the functions of travel and tourism development for the County on a contract basis. The Chamber's extensive knowledge of the Highlands area community and its strong relationships with business, political, government and educational leaders allows the chamber to effectively serve the County's needs. To assist with the promotion and expansion of travel and tourism to Macon County, the Chamber shall provide the following services in the Highlands Area Travel and Tourism District(s):

1. Major Responsibilities:
 - A. Visitor Center Operators
 - B. Tourism and Travel Promotion
 - C. Marketing
 - D. Communications

2. Reporting:

The Chamber shall furnish the County Manager or his designee the following periodic reports, including an accounting for the expenditures of County funds pertaining to the Services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. Additionally, the Chamber shall provide:

- A. Communication from the Chamber on progress to targeted travel and tourism sectors as requested by the County and/or the TDC, in such form as the parties may agree.
- B. A semi-annual report presented to the TDC each January and July.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: July 11, 2017

DEPARTMENT/AGENCY: Grand Finale Entertainment, LLC

SUBJECT MATTER: Request for permit to conduct fireworks display

COMMENTS/RECOMMENDATION:

Please see the attached documentation regarding a request for a permit to conduct a fireworks display from James Fish of Grand Finale Entertainment, LLC in Greenville, SC. The display would take place on Saturday, September 30, 2017 at The Vineyard at 37 High Holly in Scaly Mountain, NC as part of a private wedding reception. Macon County Fire Marshall Jimmy Teem has reviewed the documentation and has granted approval to proceed.

Attachments 1 Yes No

Agenda Item 111



June 16, 2017

Mr. Jimmy Teem
Macon County Fire Marshal
104 East Main Street
Franklin, NC 28734

RE: September 30, 2017 outdoor fireworks permit request

Dear Mr. Teem:

My name is James Fish and I'm the president of a professional fireworks display company based in Greenville, SC called Grand Finale Entertainment, LLC. I'm writing to submit this request for permit to conduct an outdoor fireworks display on Saturday, September 30, 2017 at The Vineyard at 37 High Holly in Scaly Mountain, North Carolina. This fireworks show is for a private wedding reception at the vineyard.

My company invented a new fireworks solution called **VIVID, The Fireworks Show In A Box!** VIVID is custom made for smaller events with minimal impact on surrounding communities and resources. VIVID reduces the historical challenges with fireworks such as space, cost, logistics, debris, noise, and environmental impact. Here is our website if you would like to see more information www.vividfireworksbox.com

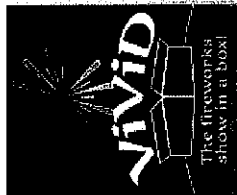
Grand Finale Entertainment, LLC is a fully licensed and insured fireworks operation that meets all local and federal requirements and abides by all codes set forth in the National Fire Protection Agency's 1123 guidelines for fireworks displays. We insure every show with \$2 million in liability coverage and have fully licensed NC pyrotechnicians on staff. I will include Macon County and the State of North Carolina as additionally insured for this event.

I respectfully submit this letter and the attached documents for your consideration. We would greatly appreciate your approval and guidance presenting this permit request to the next Macon County Commissioners' Monthly Meeting. Thank you very much for your consideration. Please let me know when you approve and the next steps.

Sincerely,

A handwritten signature in black ink, appearing to read "James Fish". The signature is fluid and cursive, written over a light blue horizontal line.

James Fish
Founder & President
Grand Finale Entertainment, LLC
(864) 256-1694



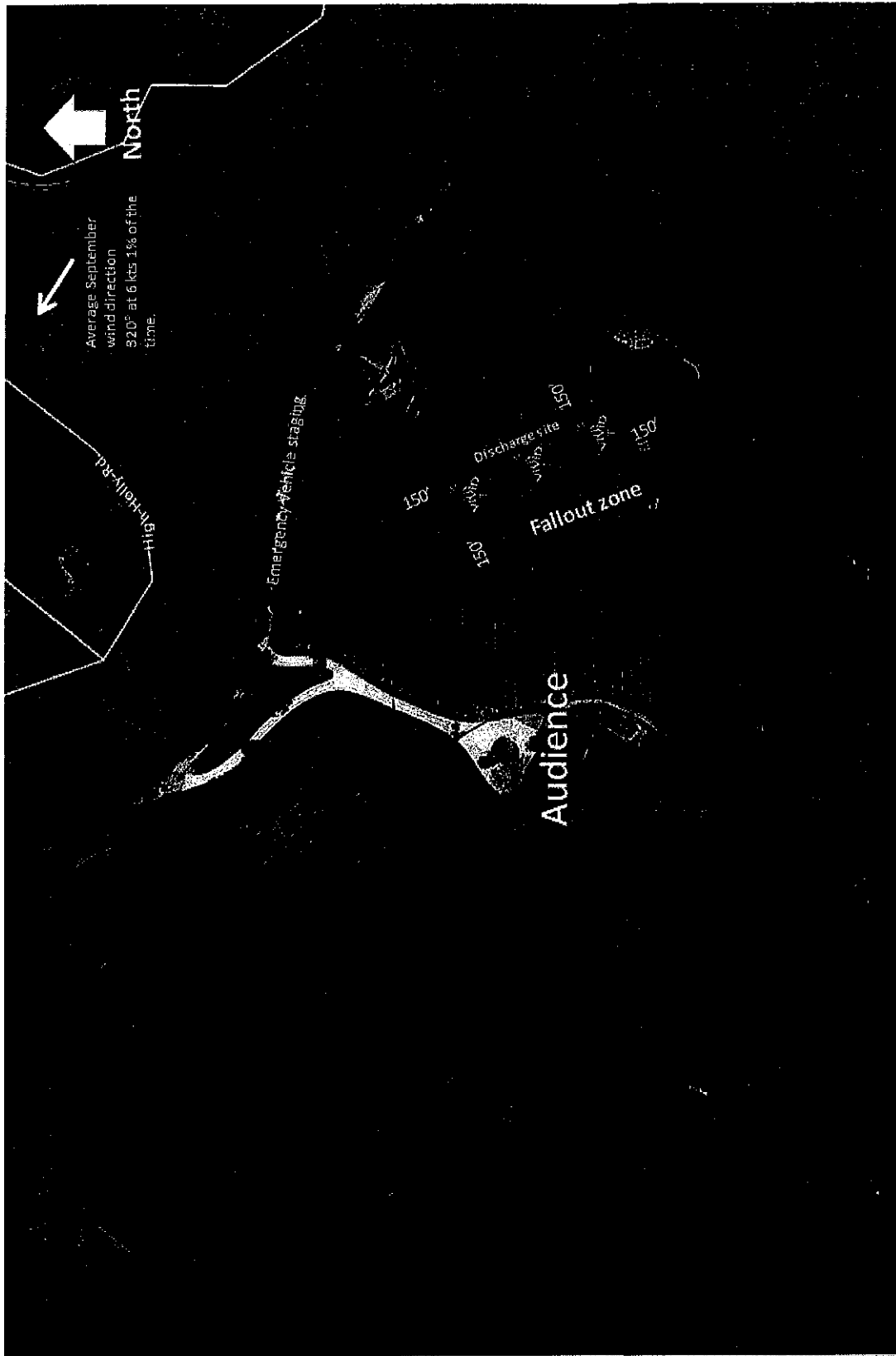
Event:
Kate Gray wedding

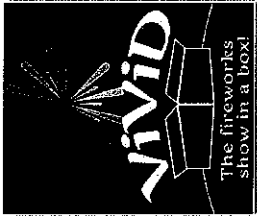
Wedding Location:
The Vineyard at 37
High Holly
37 High Holly Road
Sealy Mountain, NC
28741

Show Date:
September 30, 2017

Show Time:
10:00 PM

Contact:
Janney Fish
(864) 256-1694
www.vividfireworksbox.com





Fireworks Show Location: The Vineyard at 37 High Holly.
37 High Holly Road, Scaly Mountain, NC 28741.
September 30, 2017


- **Fireworks to be used in this show:**
 - Only 1.4G Consumer UN0336 Class-C fireworks
 - Total quantity of firework to be used estimated at approximately 66 devices
 - Types of fireworks to be used: fountains/gerbs, strobes, comets, maximum 1.75-inch aerial repeaters all 1.4G
 - No plastic or metal mortar racks will be used in this show
 - Procedure plan for any device failures will follow all safety protocols from NFPA 1123 Fireworks Safety guidelines
- **Some show logistical notes:**
 - Fireworks show time estimated 10:00 PM on Saturday, September 30, 2017
 - This show will only require about 1 hour of set up time prior to shoot time
 - Show duration approximately :07 minutes
 - Clean up post show is approximately 1 hour
 - Storage of fireworks prior to show will be enclosed in corrugated boxes locked in a secure transport vehicle located inside the specified firing site, staffed and monitored at all times
 - Post show site inspection will include a thorough walk through the property to clear debris and/or remove any remaining un-detonated firework devices per NFPA 1123 Fireworks Safety Guidelines



Lead Pyrotechnic Display Operator:

Outdoor Pyrotechnics
Display
**OPERATORS
LICENSE**


A P R **2 0 1 9**



William Alexander
License # 1078

Proximate Audience
Pyrotechnic
**OPERATORS
LICENSE**

A P R **2 0 1 9**



William Alexander
License # 3007

CERTIFICATE OF INSURANCE

ISSUE DATE 6/15/2017

PRODUCER PROFESSIONAL PROGRAM INSURANCE BROKERAGE 371 BEL MARIN KEYS BLVD., SUITE 220 NOVATO CA, 94949-5662	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR LATER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURER(S) AFFORDING COVERAGE	
INSURER A: LLOYD'S OF LONDON	

INSURED Grand Finale Entertainment, LLC DBA: VIVID Fireworks Show In A Box! 103 Kenton Court Simpsonville, SC 29681	INSURER B: INSURER C: INSURER D:
--	--

COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY CLAIMS MADE GEN'L AGGREGATE LIMIT APPLIES PER POLICY	PY/17-0004	01/11/2017	01/11/2018	EACH ACCIDENT \$ 2,000,000
					MEDICAL EXP (Any one person) \$
					FIRE LEGAL LIABILITY \$ 50,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS-COMP/OPS AGG \$
	AUTOMOBILE LIABILITY — ANY AUTO — ANY OWNED AUTOS — SCHEDULED AUTOS — HIRED AUTOS — NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	EXCESS LIABILITY FOLLOWING FORM				EACH ACCIDENT \$
					AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Kate Gray as Sponsor, The Vineyard at 37 High Holly and Macon County, NC Commissioner's Office are Additional Insured as respects the Class C Aerial Fireworks display on 9/30/2017 located at 37 High Holly Rd., Scaly Mountain, NC 28741.

CERTIFICATE HOLDER Kate Gray 1727 Nantahala Drive Seneca, SC 29672	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE 	

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: July 11, 2017

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Satisfaction of Security Instrument for
Laurel E. Barnes

COMMENTS/RECOMMENDATION:

Please see the attached document prepared by the County Attorney at the request of Housing Director John Fay.

Attachments 1 Yes No

Agenda Item 11J

STATE OF NORTH CAROLINA
COUNTY OF MACON

SATISFACTION OF SECURITY INSTRUMENT
(N.C.G.S. §45-36.10; N.C.G.S. §45-37(a)(7))

The undersigned is now the secured creditor in the security instrument identified as follows:

Type of Security Instrument: Deed of Trust;
Original Grantor(s): Laurel E. Barnes, widow;
Original Secured Party(ies): Macon County;
Recording Data: The security instrument is recorded in Book W-32 at Pages
1681-1686, in the Office of the Register of Deeds for Macon
County, North Carolina.

This satisfaction terminates the effectiveness of the security instrument.

Date: July 11, 2017.

MACON COUNTY

By: _____
James P. Tate, *Chairman*
Macon County Board of Commissioners

ATTEST:

Derek Roland, *Clerk*
Macon County Board of Commissioners

(Official County Seal)

STATE OF NORTH CAROLINA
COUNTY OF MACON

I, _____, a Notary Public for _____, County, North Carolina, certify that **James P. Tate** and **Derek Roland**, personally appeared before me this day and acknowledged that they are the Chairman of the Macon County Board of Commissioners and the Clerk to the Macon County Board of Commissioners for Macon County, North Carolina, respectively, and that by authority duly given and as the act of Macon County, North Carolina, the foregoing instrument was signed by such Chairman of the Macon County Board of Commissioners, sealed with its corporate seal and attested by such Clerk to the Macon County Board of Commissioners.

WITNESS my hand and Official stamp or seal, this the ____ day of July, 2017.

Official signature of Notary Public

_____, Notary Public
Notary Public's printed or typed name

(Official Seal)

My Commission expires: _____

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: July 11, 2017

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Voting Delegate for NCACC Conference

COMMENTS/RECOMMENDATION:

The board members will need to designate a voting delegate to represent the county at the 110th Annual Conference of the North Carolina Association of County Commissioners (NCACC) to be held in Durham County August 10-13, 2017. NCACC staff have requested a reply by August 4th.

Attachments 1 Yes No

Agenda Item 11K



Designation of Voting Delegate to NCACC Annual Conference

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the 110th Annual Conference of the North Carolina Association of County Commissioners to be held in Durham County, N.C., on August 10-13, 2017.

Signed: _____

Title: _____

Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form to Alisa Cobb by: **12 Noon on Friday, August 4, 2017:**

NCACC
353 E. Six Forks Road, Suite 300
Raleigh, NC 27609
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MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: July 11, 2017

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Consent Agenda

DEPARTMENT HEAD COMMENTS/RECOMMENDATION:

- A. **Minutes** – Consideration of the minutes from the June 8, 2017 continued session, per Attachment 12A. The minutes of the June 12 continued session and June 13 regular meeting will be e-mail separately.
- B. **Finance** – Consideration of budget amendments #5 through #10, per Attachment 12B.
- C. **Tax releases** – There are no tax releases for consideration at this time.
- D. **Tax refund** – Consideration of a tax refund to Patrick Laughlin in the amount of \$317.11 stemming from the settlement of a case before the North Carolina Property Tax Commission, per Macon County Tax Administrator Richard Lightner.
- E. **Macon County Public Health Billing Guide and Fee Schedules** – Consideration of the Macon County Public Health Billing and Collection Policies and the Macon County Public Health Fee Schedules, per Public Health Director Jim Bruckner. Copies of both documents will be attached separately from the agenda packet as both have portions that are in color.
- F. **Ad valorem tax collection report** – No action is necessary. Attachment 12F.

COUNTY MANAGER'S COMMENTS/RECOMMENDATION:

Attachments 3 Yes No

Agenda Item 12 (A) (B) and (F)

**MACON COUNTY BOARD OF COMMISSIONERS
CONTINUED SESSION
JUNE 8, 2017
MINUTES**

Chairman Tate reconvened the meeting at 5:03 p.m. in the commission boardroom as recessed from the May 16, 2017 continued session 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. Chairman Tate announced that the "gist of tonight's meeting has to do with budget and budget discussions," adding his perspective that this work is "the most important thing this board is elected to do."

ADDITIONS 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 amended by adding discussion of a Health Department budget item as #8 and adding discussion of a Macon County Public Library budget item as #4.

MACON COUNTY SCHOOLS: Macon County Schools Superintendent Dr. Chris Baldwin presented a PowerPoint presentation that began by providing a budget history comparing Macon County and Macon County Schools dating back to the 2008-09 fiscal/school year. He emphasized that the county budget went up 7.8 percent from 2008 to 2017 while the school system's budget went down 12 percent during that same time. He also pointed to a decrease in the current expense allocation that comes to the schools from the county. He said Macon has the largest Average Daily Membership (ADM) at 4,387 students among counties of similar size (Jackson, Transylvania and Watauga) in the region. Dr. Baldwin then reviewed the system's draft budget and reviewed the impact on the system as to whether the state House or state Senate version of the budget is adopted, noting the House version is much more favorable. He went on to use a statement by the North Carolina Association of County Commissioners (NCACC) to the Committee for the Study of Public Finance which stated that in 2016, North Carolina counties on average funded 21.4 percent of school system operational expenditures while Macon funds 16.9 percent of those expenses. He voiced his opinion that while he doesn't dispute that the state should be funding more or all of these expenses, he asked the board to consider maintaining the current operational budget by adding

\$200,000 in additional funding. The subject then turned to the system's capital outlay budget, which led to a discussion about South Macon Elementary School being at capacity and the need for expansion. The County Manager responded with some comments, noting that it seems like every year that the uncertainty of the state budget leaves both the county and the school system "in limbo." This led to an exchange of statistical information between Dr. Baldwin and the County Manager, and members of the board joined in the discussion as it progressed. Macon County Board of Education Chairman Jim Breedlove told the commissioners that the school system representatives "don't want just a minimal experience" for their students, adding that the system needs the additional \$200,000. He added that although the way schools are funded is sometimes confusing, "our books are open." Fred Goldsmith, a member of the school board, also implored the commissioners to consider the increased funding. Following approximately one hour of discussion, no action was taken.

FRANKLIN FIRE DEPARTMENT: Franklin Fire Chief Kevin Rohrer and Town Manager Summer Woodard presented the fire department's request for a one-cent tax increase, which would move the department's rate from 4.45 cents to 5.45 cents per \$100 valuation. The increase would be used to fund a change in staffing by moving a current 12-hour firefighter position to a 24-hour position, and allow the department to build its capital outlay to replace vehicles. Chief Rohrer noted that the department's call volume has increased to more than 2,000 calls per year, and that he is looking to increase manpower during night hours due to a lack of volunteers. He also noted that about 500 of those calls came in after 9 p.m. The discussion then turned to the need to replace vehicles. Ms. Woodard said the department still owes about \$1.5 million on two vehicles that will be paid off in 2020. Chief Rohrer said that with seven in the fleet, the department needs to be replacing a vehicle every three years. Commissioner Higdon stated that the requests from all of the county's fire departments need consistency and asked what the Town of Franklin contributed. Commissioner Higdon pointed out that the requested increase amounts to a 20 percent hike in the rate. Following further questions and discussion, no action was taken.

BURNINGTOWN/IOTLA VOLUNTEER FIRE & RESCUE: Burningtown/Iotla Fire Chief Kenneth McCaskill outlined the department's requested increase from 8.67 cents to 10.46 cents per \$100 valuation. Chief McCaskill listed the department's goals and explained that calls were up over the previous year. He said the increase would allow the full operation of the department's substation, which in turn would allow for a better insurance rating. Much of the following discussion centered on the new substation, which was built at a cost of approximately \$550,000 and, per Chief McCaskill, is scheduled for final inspection on June 9th. Commissioner Higdon pointed out that the department

was seeking an approximately 21 percent increase in the tax rate and that was "a pretty big hit for one year." He stated that he couldn't vote for a 20 percent increase in one year for anything, including the request from Franklin earlier in the meeting. After further discussion, no action was taken.

Prior to the break, Macon County Emergency Services Director Warren Cabe told the board that while education is important, he asked the commissioners to remember that public safety is a top priority of the county and accounts for 27 percent of the annual budget.

Chairman Tate called a recess at 6:59 p.m.

Chairman Tate called the meeting back to order to 7:12 p.m.

ADDITIONAL BUDGET DISCUSSION: Lenny Jordan, the chairman of the Macon County Public Library Board of Trustees, told the board that 13 of the library's employees make less than \$11 per hour and that is "hard to live on." He said the library board is asking for a 50-cent per hour raise for their employees, and that funding is also needed to replace aging computers. He said the library hasn't seen an increase in its overall allocation from the county in the last four years and this could be the fifth. "Please look at what we are asking," he told the commissioners. From there the discussion centered on salary and benefit issues as well as the leaky roof on the library at Nantahala. No action was taken. Chairman Tate, as the liaison to the Macon County Board of Health, explained that the health board members want an additional maintenance worker at the public health center to focus on cleaning the clinical areas. This led to a discussion about training an existing employee to do this work or possibly contracting for it, and the need for additional cleaning help at the animal shelter. No action was taken. The County Manager reminded the board that the public hearing on the budget will be held June 13th and that the members typically have given him guidance on where they wish for him to make adjustments prior to that hearing. Following discussion, the board agreed to hold another budget work session on Monday, June 12th beginning at 6 p.m. in the boardroom.

REAPPOINTMENT OF TAX ADMINISTRATOR: Tax Administrator Richard Lightner told the board that his current appointment would expire on July 1, 2017 and that he was seeking to be reappointed to another four-year term. A copy of Mr. Lightner's letter to the board is attached **(Attachment 1)** and is hereby made a part of these minutes. With a collection rate of 98.18 percent in 2015-16, he said the county moved from 48th to 38th among the state's 100 counties in terms of the collection rate. The next property reassessment is set for 2019 and he added that his department will soon be forced to evaluate and update its computer software. He told the board there are "lots of big things coming up" and added, "I'd like to still be here." Upon a motion by

Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to reappoint Mr. Lighter to a four-year term as Tax Administrator as requested.

BUDGET AMENDMENTS: The Finance Director asked for approval of three budget amendments, #211, #212 and #213, all of which involve the Health Department and involve funds to pay for June 2017 expenses. Upon a motion by Commissioner Higdon, seconded by Commissioner Gillespie, the board voted unanimously to approve the budget amendments as presented, copies of which are attached (Attachments 2-4) and are hereby made a part of these minutes.

NC WEATHERIZATION ASSISTANCE PROGRAM AMENDMENT 1: The Finance Director explained the changes needed for a Fiscal Year 2017 Weatherization Assistance Program and Heating and Air Repair and Replacement Program. Essentially, the amendment adjusts the award amount from \$171,357 to \$105,210. Upon a motion by Commissioner Gillespie, seconded by Commissioner Beale, the board voted unanimously to approve the amendment as presented, a copy of which is attached (Attachment 5) and is hereby made a part of these minutes.

RECESS: Following discussion on the broadband allocation in the proposed county budget and the status of negotiations with Southwestern Community College regarding the new burn building, at 8:13 p.m. and upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to recess the meeting until Monday, June 12, 2017 at 6 p.m. in the commission boardroom on the third floor of the Macon County Courthouse, 5 West Main Street, Franklin, NC.

Derek Roland
Ex Officio Clerk to the Board

Jim Tate
Board Chairman

MACON COUNTY BUDGET AMENDMENT
 AMENDMENT # _____

FY 18

DEPARTMENT: HEALTH 5

EXPLANATION: Agreement Addendum for FY18 includes monies that are budgeted to pay for June 2017 expenses. Need to decrease total Budget for FY18 from \$352,000 to \$328,593 in revenue and expenditures. This decrease will cover the expenses for June 2017.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
115128-565025	Lifestyle Change Strategies		3,000
115128-565027	Health System Interventions		15,946
115128-565028	Environmental Strategies		4,461
113511-438560	Reg Chronic Disease 1422 Grant		23,407

REQUESTED BY DEPARTMENT HEAD _____

(2)

RECOMMENDED BY FINANCE OFFICER _____

[Signature]

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS _____

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT
 AMENDMENT # _____ 6

FY18

DEPARTMENT: HEALTH

EXPLANATION: Agreement Addendum for FY18 includes monies that are budgeted to pay for June 2017 expenses. Need to decrease total Budget for FY18 from \$75,106 to \$69,504 in revenue and expenditures. This decrease will cover the expenses for June 2017.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
115125-555106	Contracted Services		4,079
115125-556011	Operating Supplies		38
115125-558901	Travel		1,485
113511-426001	Tobacco Grant		5,602

REQUESTED BY DEPARTMENT HEAD _____ @ _____

RECOMMENDED BY FINANCE OFFICER _____ *Harrell* _____

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS _____

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # _____

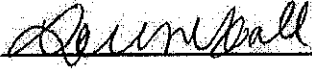
FY18

DEPARTMENT: HEALTH 1

EXPLANATION: Agreement Addendum for FY18 includes monies that are budgeted to pay for June 2017 expenses. Need to decrease total Budget for FY18 from \$165,808 to \$160,808 in revenue and expenditures. This decrease will cover the expenses for June 2017.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
115153-565031	Minority Diabetes Prevention Grant		5,000
113511-426007	Minority Diabetes Prevention Grant		5,000

REQUESTED BY DEPARTMENT HEAD 

RECOMMENDED BY FINANCE OFFICER 

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS _____

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # _____

Date: 6/29/2017

fy18

Judy

DEPARTMENT: HEALTH *B*

EXPLANATION: New monies--- Community Health Grant. Need to creat new org.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
115129-555106	Contracted Services	\$ 149,625.00	
115129-558901	Training & Travel	\$ 375.00	
113511-438555	Community Health Grant	\$ 150,000.00	

REQUESTED BY DEPARTMENT HEAD *sk*

RECOMMENDED BY FINANCE OFFICER *Spencer Hall*

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS _____

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT
 AMENDMENT # _____

FROM: Lindsay Leopard *9*

DEPARTMENT: State and Federal Forfeiture Funds
 EXPLANATION: Appropriation of Fund Balance into 2017/2018

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
	Federal Forfeiture Funds		
223000-499100	Fund Balance Appropriated	\$4,821	
224000-569601	Equipment - Vehicles	\$4,821	
	State Forfeiture Funds		
223001-499100	Fund Balance Appropriated	\$23,255	
224001-569601	Equipment - Vehicles	\$17,255	
224001-559700	Non-Capital Equipment	\$6,000	

REQUESTED BY DEPARTMENT HEAD Robbie Holland

RECOMMENDED BY FINANCE OFFICER [Signature]

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS _____

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY MONTHLY
AD VALOREM TAX COLLECTIONS REPORT

Jun-17

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	505717.98	7736.16	-351.79	-5.43	513096.92	-90568.81	3165.42	1.57	-87401.82	425695.1
Fire Districts	75032.43	1432.72	-111.18	-1.13	76352.84	-11679.96	0	0	-11679.96	64672.88
Landfill User Fe	93428.51	0	0	-1.34	93427.17	-10570.81	0	0	-10570.81	82856.36
Totals	674178.92	9168.88	-462.97	-7.9	682876.93	-112819.58	3165.42	1.57	-109652.59	573224.34

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	26783914.65	-22571.49	-1463.82	26759879.34	-26635763.98	105790.06	195789.68	-26334184.24	425695.1	98.41
Fire Districts	0	3047958.7	-2599.93	-221.09	3045137.68	-2983369.56	3.41	2901.35	-2980464.8	64672.88	97.88
Landfill User Fe	0	2547330	-3610	-32.2	2543687.8	-2462886.02	0	2054.58	-2460831.44	82856.36	96.74
Totals	0	32379203.35	-28781.42	-1717.11	32348704.82	-32082019.56	105793.47	200745.61	-31775480.48	573224.34	98.23

The Collection Rate is 98.41% collected on 2016 General Taxes, late Listing Penalty, Discoveries and Deferred Taxes as of 6/30/2017 as compared to 98.18% on 2015 taxes as of 6/30/2015.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: July 11, 2017

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Appointments

COMMENTS/RECOMMENDATION:

- (A) **Board of Health (1 seat)** – Per Health Director Jim Bruckner, Dr. Nathan Brenner is seeking reappointment to the Board of Health filling the dentist slot on the board. Term of appointment is for three years.
- (B) **Community Funding Pool** – The terms of Ann Hyder, Karen Wallace, Vince West, Bobbi Contino, Jennifer Jones and Cindy Reed have expired.

Attachments _____ Yes No

Agenda Item 13

[Type text]

[Type text]

[Type text]

MACON COUNTY PUBLIC HEALTH

FY ~~16-17~~ 17-18

Billing and Collection Policies And Fee Schedules Effective

Presented to and Approved by Board of Health on 8/23/16
Presented to and Approved by Board of Commissioners on 10/11/16

BILLING AND COLLECTION POLICIES

RATIONALE

North Carolina law¹ allows a local board of health to impose a fee for services to be rendered by a local health department, except where the imposition of a fee is prohibited by statute or where an employee of the local health department is performing the services as an agent of the State.

- Fees may be based on a plan recommended by the Health Director;
- The plan must be approved by the Board of Health and the Board of County Commissioners;
- And, fees collected under the authority of this subsection are to be deposited to the account of the local health department so that they may be expended for public health purposes in accordance with the provisions of the Local Government Budget and Fiscal Control Act.

The State requires local health departments to provide certain services, and no one may be denied these services. It is in the best interest of our community for the Health Center to:

- Assure that all residents can get all legally required public health services.
- Provide as many other recommended and needed health services as possible, within the resources we still have available to use.

The Health Director has the right to waive fees for individuals who for a good cause are unable to pay.²

The purpose of charging fees is to increase resources and use them to meet residents' needs in a fair and balanced way. Fees are necessary to help identify and cover the full cost of providing public health services. As much as possible, fees are based on the true cost of providing a particular service (calculated as direct costs plus indirect costs). Throughout the year, ongoing cost analyses are performed and fee schedules shall be adjusted by the Health Director, with approval from the Board of Health and the Board of Commissioners in the amount of the increased cost for provision of said services. A list of Health Center fees is available upon request.

The information in the document below is the fee plan for FY 16, effective on July 1, 2015. This Billing Guide for FY16 replaces all earlier plans.

COST OF SERVICE DETERMINATION

Costs for services received through the Health Center are based on the actual cost of the service. Cost analysis takes into account all of the resources associated with providing a particular service and calculates the actual cost to provide that service. Cost analysis includes the calculation of direct and indirect costs for services and then adding these figures together to determine the actual cost of the service.

Calculating direct cost: Direct costs are expenses that can be easily related to the provision of a specific service, i.e., physician and support staff salaries and benefits, medical supplies, lab tests, and other resources consumed at the time of the service.

Calculating indirect costs: Indirect costs involve resources that are not directly consumed during the provision of a service, but without them the provision of that service would not be possible, i.e., administrative staff salaries and benefits, training costs, facility costs, insurance premiums, office equipment and supplies, and recruiting and marketing expenses.

¹ North Carolina General Statute 130A-39(g)

² IAW Title X 8.4.3 (42 CFR 59.2)

PAYMENT BY CONSUMER OR RESPONSIBLE THIRD PARTY (SELF PAY)

Fees are charged for services and collected at the Health Center. See attachment for fee schedule. All fees are the responsibility of the consumer, consumer or responsible third party and may be subject to the sliding fee scale. No consumer will be refused services solely on their inability to pay for said services. All fees may be paid by cash, check, or major credit card. Full payment is expected at the time of service. Consumers will be informed of their account status at each visit. An itemized receipt showing total charges, as well as any discounts will be provided to individuals at time of payment. Third parties authorized or legally responsible to pay for consumers at or below 100% of the Federal Poverty Level are properly billed. Fees for adult dental services will be collected before the service is rendered. Prepayment of co-pays for all services in which co-payments apply will be required and collected when services are rendered.

Fees will be charged to individuals in families with annual gross incomes exceeding specified levels of a scale based on current Federal Poverty Income Guidelines. Verification of income and family size must be provided to determine a consumer's eligibility status. Falsification of this information will permanently disqualify consumers from using sliding fee scale. Eligibility will be reevaluated as consumer's income and household status changes or at least annually. If income cannot be verified at the time of screening, the charge for all services will be at 100% pay and a Payment Agreement will be presented to the consumer for signature until verification is provided. If verification of income is received within thirty days of a service, the charge will be retroactively adjusted to reflect percent pay based on verification received. Verification received after thirty days will be applied only to future services. Eligibility of Medicaid will be determined where applicable. Individuals will be requested to provide all social security numbers and names used for employment purposes. If an individual refuses to provide information to verify income, they will not be eligible for the sliding fee scale and will be at 100% pay.

Customary visit services for mandatory childhood immunizations, community outreach, Tuberculosis (TB), TB related X-rays, Sexually Transmitted Disease control (STD), and other epidemiological investigations are provided at no cost to the consumer but may be billed to Medicaid or other third party agent. Separate fees may be charged for drugs, supplies, laboratory services, X-rays and other technological services, if appropriate. The costs of services performed by providers not affiliated with Macon County Public Health are the responsibility of the consumer. Fees may be charged or waived for educational services provided to individuals or groups, such as orientation, preceptorship, field training or classes.

Charges not eligible for sliding scale discount include:

- a. Environmental Health services
- b. Non-mandated immunization services
- c. Miscellaneous/general services (see Miscellaneous/General section below)
- d. Out-of-county residents (see Out-of-County Service Restrictions section below)
- e. Specific insurance situations (see Insurance section below for details)

Bills will be mailed monthly to individuals who have not paid charges in full for services rendered (exception Family Planning for those that request no mail be sent to their home). All bills will show total charges, as well as any discount that may have been provided. Arrangements may be made for payment plans when required for good cause.

PAYMENT BY THIRD PARTY

Verification of enrollment under Medicare, Medicaid, insurance or other third party payment plan is required by presentation of a valid card at the time of service. The Health Center is required to bill only participating third party payers for services rendered. Services that are billed to third parties are billed at 100% of the total charge with no discount applied unless there is a contracted reimbursement rate that must be billed per the third party agreement. When the claim is returned from the third party payer all discounts are applied at that time. (i.e., any applicable sliding fee scale adjustment) For services rendered to consumers with insurance where the Health Center is not a participating provider, the consumer will be responsible for full payment of service when the service is delivered. The consumer

is responsible for charges not covered by third party payers. Co-pay amounts must be paid at the time of services and are not subject to the sliding fee eligibility scale.

Sliding fee scale discount does not apply in the following situations:

- a. Consumers with insurance in which MCPH is not participating provider.
- b. Consumers with any insurance who choose not to use their coverage (exception those requesting confidential services i.e. Family Planning services and Communicable Disease Services).
- c. Insurance co-payments (when MCPH is a participating provider)

ACCOUNT COLLECTIONS AND BAD DEBT

The Health Center will issue all consumers a monthly statement of fees that have been incurred and are due. Consumers are expected to make payment at the time services are rendered. If a balance is carried forward consumers who have not made a payment on their account for any service(s) received from Macon County Public Health for 120 days shall be required to pay their past due balance before another service shall be rendered (see Service Denial for further information).

The Health Center may use the following resources to pursue collection of consumer accounts: billing statements, past due notices, collection agencies or credit bureaus, and the NC Local Government Debt Setoff Clearinghouse (ref: NCGS 105A-1 et seq.) as administered by the NC Department of Revenue

Accounts will be reviewed annually for bad debt status, and at that time with the approval of the BOH and the BOCC's the amounts may be written off for accounting purposes if no further collection is anticipated. Any payments received for write-off debts will be accepted and credited to appropriate accounts. At no time will a consumer be notified that the account has been written off as a bad debt. Bad debt may be reinstated at time of service unless it is determined uncollectible (i.e. bankruptcy, death), at which time it will be written off permanently.

CONSUMER DONATION POLICY

A consumer may choose to make a donation to the agency. The consumer will never be asked to make a donation, but if offered the donation is accepted. Donations are not required, and are not a prerequisite for the provision of any service. Billing requirements set out above in the Payment by Consumer section are not waived because of consumer donations. (ref: Donation Policy 101.9)

RETURNED CHECK POLICY

A \$25.00 fee will be charged for a returned check written to Macon County Public Health (MCPH). The consumer will be notified ~~via certified letter~~ via telephone or letter. All returned checks will be made good via cash, money order, and/or certified check. If a consumer has two returned checks within a one-year period, he/she will be required to pay for services in advance via cash, money order, or certified check for the period of one year. After the one-year period expires, if another returned check occurs, all future bills must be paid with cash, money order, or certified check prior to the provision of services. (Exception: Family Planning, Child Health and Maternal Health services for families with income at or below 250% of Federal Poverty should not pay more in co-payments or additional fees than what they otherwise pay when a Schedule of Discounts is applied. 42 U.S.C. 300 et seq./42 CFR 59.5 (a) (9)).

REFUNDS

In the event that a consumer or other third-party has overpaid their responsible charges, the credit balance is either: applied to future charges or refunded to the payer within thirty (30) days of discovery or request. Refunds for Environmental Health services are determined by attached policy and procedure.

SERVICE DENIAL

No individual may be denied Health Center mandated services e.g. communicable disease services (STD/TB) and immunizations. These services are provided at no charge to the consumer. Individuals who do not meet program guideline criteria may be denied specific services. Consumers covered by Medicaid who fail to make required co-payments will not be denied services but may be subject to collections and/or bad debt set-off. Individuals who have not paid proper charges for previous services (unless state and federal program rules prohibit services restriction or denial) may be required to pay fees beforehand, be denied access to services (see Account Collections and Bad Debts), or be denied subsequent services pending demonstration of a good faith effort to make payment within the past ninety (90) days.

OUT OF COUNTY SERVICE RESTRICTIONS

Macon County supports its low-income citizens by subsidizing the cost for certain health care services. To assure that Macon County citizens have maximum access to Health Center services only those services mandated by Federal Law, North Carolina General Statutes or approved in this plan will be provided to non-Macon County residents. If an individual moves out of Macon County, they are encouraged to obtain services from another provider. Consumers are required to report any change of address at time of service.

COMPLIANCE WITH TITLE VI AND VII, OF 42 US CODE CHAPTER 21

The MCPH complies with Title VI and Title VII of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations. Staff will not discriminate against any consumers because of age, sex, race, creed, national origin, or disability. Staff will ensure consumers with LEP are provided adequate language assistance so they have meaningful access to the agency's services.

PROGRAM SPECIFIC INFORMATION

ADULT HEALTH

~~Provides limited health screening services for adults. Services provided through this program are not eligible for sliding fee scale payment or third party billing. Exception: Colposcopies may be billed to third parties.~~

Eligibility:

- ~~➤ Must be a resident of Macon County. Exception: Colposcopies.~~
- ~~➤ Must be 18 years and older.~~
- ~~➤ Adult Health Services are not eligible for sliding fee scale payment. Services will be paid for prior to any service being rendered. Any additional fees associated with a visit will be added to the consumers account and paid in full at checkout.~~

COMMUNICABLE DISEASE CONTROL

Deals with the investigation and follow-up of all reportable communicable diseases. Testing, diagnosis, treatment, and referring as appropriate, of a variety of STD's. Provides follow-up and treatment of TB cases and their contacts. No fees are charged directly to consumers for these services as stated in Program Rules (exception Medicaid or other third party agent can be billed with the consumer's permission).

Eligibility:

- No residency or financial requirements

BREAST AND CERVICAL CANCER CONTROL PROGRAM (BCCCP)

Provides pap smears, breast exams and screening mammograms, assists women with abnormal breast examinations/mammograms, or abnormal cervical screenings to obtain additional diagnostic examinations.

Eligibility:

- Must be a resident of Macon County;
- uninsured or underinsured;
- without Medicare Part B or Medicaid;
- between ages 40 - 64 for breast screening services and 18 - 64 for cervical screening services;
- have a household income at or below 250% of the federal poverty level.
- No charge for those who qualify for the program; family size shall be determined as follows:
Consumer, spouse of consumer and all children under 18 years of age, including step-children who live in the home.
- Proof of income must be provided.

WOMEN'S HEALTH

~~Provides limited health screening services (pap smears and/or breast exams) for women who do not meet the qualifications of the NC BCCCP Program. Grant funds may be available to cover the cost of repeat pap smears for women below 250% of federal poverty level when funding is available. Services provided are not eligible for sliding fee scale payment or third party billing.~~

Eligibility:

- ~~➤ Must be a resident of Macon County; 18 years and older.~~
- ~~➤ Women's Health Services are not eligible for sliding fee scale payment. Services will be paid for prior to any service being rendered. Any additional fees associated with a visit will be added to the consumers account and paid in full at checkout~~

CHILD HEALTH

Well child exams conducted by (appropriate provider); exam includes medical, social, development, nutritional history, lab work, and physical exam. MCPH accepts self-pay; some most Private Insurances; Health Choice; Medicaid

Eligibility:

- Residents of Macon County; Birth thru 20 years;
- Discounts are used for incomes between 101 – 250% of Federal Poverty. Consumers whose income exceeds 250% of Federal Poverty are charged using the departments Schedule of Fees. Consumers whose income is at or below 100% of Federal Poverty are not charged for Child Health services.

EMPLOYEE HEALTH

Provides acute episodic medical care and chronic disease management services. This program is not intended to replace an individual's primary care provider.

Eligibility:

- All employees must participate in the county’s “Health Risk Assessment”
- New employees in the waiting period for their health insurance to start
- Employees and retirees and their dependents on the county health insurance plan
- Select part-time employees as determined by the county manager.

WORKSITE WELLNESS

Employee health services are available for all employers in Macon County. Employee health services are available on a per program basis or under an annual contract arrangement. Individual program fees will vary and are based on salary expense to prepare and deliver the program; current mileage rates if travel is required; as well as any materials, laboratory, or medical supplies costs. An administrative supplement of 10% is added for each individual program. Comprehensive worksite wellness programs are available under contract for organizations and companies with at least 50 employees. This program, also known as the LIFE program, provides employee health screenings followed by customized programs and consultation services to address the health needs of the employees. Fees for the LIFE program range from \$30 to \$50 per employee per year depending upon the cost to provide the services, the number of programs provided, as well as the organization’s ability to provide in-kind assistance.

IMMUNIZATIONS

Provide all required and recommended vaccines that are available for infants, school aged children and college bound individuals. Also provide a wide range of vaccines for adults to include foreign travel vaccinations. MCPH accepts ~~most~~ ~~some~~ Private Insurances, Health Choice, Medicaid, and Medicare. In some instances charges do not apply (e.g. state supplied vaccine). Sliding fee scale does not apply to immunizations.

Eligibility:

- No residency or financial requirements for immunizations.

CARE COORDINATION FOR CHILDREN (CC4C)

Case management assists families in identification of and access to services for children with special needs that will allow them the maximum opportunity to reach their development potential.

Eligibility:

- Macon County children birth to age three who are at risk for developmental delay or disability, long term illness and/or social, emotional disorders and children ages birth to five who have been diagnosed with developmental delay or disability, long term illness and/or social, emotional disorder may be eligible for the program.

FAMILY PLANNING

Clinic designed to assist women in planning their childbearing schedule; detailed history, lab work, physical exam, counseling and education given by (appropriate provider). MCPH accepts self-pay; ~~some~~ ~~most~~ Private Insurances; Medicaid or potentially Medicaid eligible.

Eligibility:

- This can be a “confidential service”
- Schedule of Discounts is used for incomes between 101 – 250% of Federal Poverty. Consumers whose income exceeds 250% of Federal Poverty are charged using the departments Schedule of Fees. Consumers whose income is at or below 100% of Federal Poverty are not charged for Family Planning services.
- Services are provided without regard to residence requirements and without a referral by a physician (42 U.S.C. 300 et seq./42 CFR 59.5 (b) (5)).
- Proof of income must be provided. (Exception: for those requesting “Confidential Services” that do not have proof of income or by producing proof of income may put their confidentiality at risk, they may write a statement of declaration of income.) Where legally obligated or authorized to receive third party reimbursement including public or private sources all reasonable efforts must be made to obtain said payment without application of any discounts. Family Income should be accessed before determining whether co-payments or additional fees are charged. Families with income at or below 250% of Federal Poverty should not pay more in co-payments or additional fees than what they otherwise pay when a Schedule of Discounts is applied. (42 U.S.C. 300 et seq./42 CFR 59.5 (a) (9)).
- A Family Planning consumer will never be refused a Family Planning service, or asked to meet with the Health Director due to a delinquent account; however they may be referred to Debt set-off.
- Income information reported on the Family Planning financial eligibility screening can be used through other programs rather than re-verification of income or relying on the consumer declaration.
- [Pregnancy tests will be charged based on the qualifying Schedule of Discounts.](#)

MISCELLANEOUS/GENERAL SERVICES/ADULT HEALTH

Include: daycare, DOT, foster care, employment or other specialty physical exams; laboratory services, [women’s health](#).

Eligibility:

- [18 years and older \(exception, laboratory services\)](#)
- Residents of Macon County (exception, [colposcopies](#), pregnancy tests, [laboratory services](#))
- These services are not eligible for sliding fee scale payment. Services will be paid for prior to any service being rendered. Any additional fees associated with a visit will be added to the consumers account and paid in full at checkout.

MATERNAL HEALTH

Prenatal care is medical care recommended for women during pregnancy. The aim of good prenatal care is to detect any potential problems early, to prevent them if possible (through recommendations on adequate nutrition, exercise, vitamin intake etc), and to direct the woman to appropriate specialists, hospitals, etc. if necessary. Visits are monthly during the first two trimesters (from week one to week 28 of pregnancy), every two weeks from 28 to week 36 of pregnancy and weekly after week 36 (until the day of delivery that could be between week 38 and 40 weeks). MCPH accepts self-pay; [most some](#) Private Insurances; Medicaid or potentially Medicaid eligible.

Eligibility:

- Residents of Macon - eligibility policy and residency requirements attached
- Maternal Health consumers will be required to have [2 proofs](#) of residency
- Proof of income is required.
- Schedule of Discounts is used for incomes between 101 – 250% of Federal Poverty. Consumers whose income exceeds 250% of Federal Poverty are charged using the departments Schedule of Fees.

Consumers whose income is at or below 100% of Federal Poverty are not charged for Maternal Health services.



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OB CARE COORDINATION MANAGEMENT (OBCM)

Case manager assists pregnant women in receiving needed prenatal care and pregnancy related services.

Eligibility:

- Residents of Macon County

Primary Care

Provides primary care services for Macon County residents between the ages of 21-~~59~~ 64. Consumers are required to complete an application to determine eligibility prior to receiving services. Third party insurance will be billed appropriately. Self-pay consumers may qualify for sliding fee scale discount based on their family size and household income with the maximum discount of ~~20~~ 60%. Sliding fee discount is based on ~~200~~ 250% of federal poverty.

Eligibility:

- Resident of Macon County between the ages of 21-~~59~~ 64

WOMEN, INFANTS, AND CHILDREN NUTRITION PROGRAM (WIC)

Supplemental nutrition and education program to provide specific nutritional foods and education services to improve health status of target groups.

Eligibility: WIC is available to pregnant, breastfeeding, and postpartum women, infants, and children up to age 5 who meet the follow criteria:

- Be a resident of Macon County;
- Be at medical and/or nutritional risk;
- Have a family income less than 185% of the US Federal Poverty Level;
- Medicaid, AFDC, or food stamps automatically meet the income eligibility requirement

CHILDRENS DENTAL PROGRAM

The Macon County Children's Dental Clinic (Molar Roller) provides comprehensive general dental services to children from birth to 20 years of age. Self-pay consumers may qualify for sliding fee scale based on their family size and household income. Sliding fee discount is based on 250% of Federal Poverty with a maximum discount of 75%.

Eligibility:

- Resident of Macon County.

ADULT DENTAL PROGRAM

The Macon County Adult Dental Clinic provides comprehensive general dental services to adults 21 years of age and above. Self-pay consumers may qualify for a sliding fee discount based on family size and household income. Sliding fee discount is determined on 200% of federal poverty with a maximum discount of 50%.

Eligibility:

- Residents of Macon County.
- Charges not eligible for sliding fee scale discount include: Services not covered by Medicaid or Health Choice and those covered by insurances which MCPH is not a participating provider.
- Fees for adult dental services will be collected before the service is rendered.

COMMUNITY EDUCATION AND TRAINING HEALTHY COMMUNITIES (HEALTH EDUCATION/HEALTH PROMOTION)

Health education/health training programs/services promotion services are provided to individuals and/or groups. ~~The focus is to promote health and prevent disease, disability and premature death through education-driven voluntary behavior change activities; and is designed to enable people to increase control over, and to improve, their health. Details, policies and fees are specific to each program or activity offered. Fees for these programs and activities are subject to change and appropriately adjusted throughout the year.~~

Eligibility:

- No Restrictions/Requirements Residents of Macon and other North Carolina Counties

EXAMPLES

- Cardiopulmonary resuscitation (CPR)
- Automated external defibrillators/(AED)
- and First Aid Training:

EXPLANATION

Various components of American Red Cross Standard First Aid and/or CPR/AED for lay responders are offered on-site at Macon County Public Health's ~~location at Lakeside Drive in Franklin~~. Classes are offered for a fee ~~approximately every month. The specific educational components offered may vary from month to month to best suit the current needs of the public.~~ Pre-registration and pre-payment are required. ~~A maximum of twelve individuals may be enrolled in a single instructor class.~~ Fees for the specific educational components are based on current American Red Cross pricing, ~~and are subject to change.~~

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NUTRITION SERVICES:

DSME Services:

Macon County Public Health offers Diabetes Self-Management Education/Training services accredited by the American Diabetes Association. The registered dietitians are credentialed and certified providers with some third party payors. For consumers with third party insurance, a physician referral and medical diagnosis of diabetes is required in order for the insurance to be billed and costs covered accordingly. Self-pay consumers may qualify for a sliding fee discount based on family size and household income. Sliding fee discount is determined on 250% of federal poverty with a maximum discount of 20% in which the consumer is responsible for payment to the health center prior to service being rendered.

Diabetes Prevention Program (DPP)

Macon County Public Health offers Diabetes Prevention Program accredited by The Center for Disease Control and Prevention. Because there is no established billing code for this program accepted by third party payors and to encourage participation, incentivize consumers to participate, a small program fee will be established for each participant. Consumers may qualify for sliding fee scale discount based on their family size and household income with the sliding fee discount is based on 250% of federal poverty. (Exception: Medicaid or Medicaid Eligible consumers). To further incentivize participation, participants have the opportunity to receive three gift cards: First, a \$15 gift card upon completion of 5 of the first 8 weekly sessions; second, a \$15 gift card upon completion of 5 of the second 8 weekly sessions; and third, a \$30 gift card if they attend 5 of the 8 monthly sessions to complete the program. Medicaid or Medicaid eligible consumers may be are eligible for a Center for Disease Control and Prevention (CDC) sponsored scholarship and therefore are not charged a fee for the program, but are eligible for the incentives.

Eligibility

- Declaration of Income

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MNT Services:

Macon County Public Health offers Medical Nutrition Therapy services. The registered dietitians are credentialed and certified providers with some third party payors. For consumers with third party insurance, a physician referral and a covered medical diagnosis is required in order for the insurance to be billed and costs covered accordingly. Self-pay consumers may qualify for a sliding fee discount based on family size and household income. Sliding fee discount is determined on 250% of federal poverty with a maximum discount of 20% in which the consumer is responsible for payment to the health center prior to service being rendered to consumer.

ENVIRONMENTAL HEALTH

Fees for Environmental Health Services are collected at time of application.

REFUND POLICY: Attached

ANIMAL SERVICES

Fees for Animal Services are due at time of Service.

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Guidelines for Determining Elements of the Sliding Fee Scale

Eligibility screening is required on all new consumers or when family size and/or income changes occur, or at 12 month intervals. A consumer's percentage of pay is documented on the Financial Eligibility Application in the consumer's medical record and in HIS. Consumer income information reported can be used to determine eligibility for other sliding fee based programs (i.e. Adult Health, Child Health, Prenatal, Family Planning and Dental).

Definition for Family Size and Countable Gross Income for the following clinics:

Primary Care, Nutrition Services, Adult Health, Child Health, Prenatal, Maternal Health, -Family Planning and Dental

A family is defined as a group of related or non-related individuals who are living together as one economic unit. Individuals are considered members of a single family or economic unit when their production of income and consumption of goods are related.

An economic unit must have its own source of income.

Example: consumer with no income must be considered part of a larger economic unit that provides support to the household. Groups of individuals living in the same house with other individuals may be considered a separate economic unit. For example, if two sisters and their children live in the same house and both work and support their own children, they would be considered a separate household.

EXCEPTIONS TO ECONOMIC UNIT

- A. Un-emancipated minors and others requesting confidential services will be considered a family unit of one, and fees will be assessed based on their own income.
- B. A foster child assigned by DSS shall always be considered a family of one.

Determination of Gross Income:

The dollar amounts represent gross annual income; they refer to total cash receipts before taxes from all sources.

Household income sources include: Salaries and wages, earnings from self-employment (deduct business expenses, except depreciation); interest income, all investment and rental income; public assistance, unemployment benefits, worker's compensation, alimony, military allotments; Social Security benefits, VA benefits; retirement and pension pay; insurance or annuity plans; gaming proceeds and any other income not represented here that contributes to the household consumption of goods. This list is not all inclusive.

Documents acceptable for income verifications:

Current pay stub (noting the pay timeframe i.e.: weekly, bi-weekly etc.)

Signed statement from employer indicating gross earnings for a specified pay period, statement must include the business name, address and phone number and must be legible.

W-2 Forms

Unemployment letter/notice

Award letter from Social Security Office, VA or Railroad Retirement Board

1099's received from IRS

For Self-employment: Accounting records or income tax return for the most recent calendar year, entire tax return must be provided in order to allow deductions for business expenses.

RESOLUTION OF THE MACON COUNTY, NC COMMISSION, SUPPORTING A STATE GOAL OF 100% CLEAN ENERGY BY 2050 AND THE CREATION OF GREEN JOBS

Whereas, climate change has increased the global average surface temperature by 1.00 degrees Celsius (1.8 degrees Fahrenheit) since 1880; Whereas, climate change is expected to increasingly impact North Carolina's temperatures, precipitation and sea level with harmful consequences in coming years;

Whereas, climate change and global average temperature increases are primarily due to human-caused fossil fuels emissions, including coal, oil and natural gas, according to the United Nations Intergovernmental Panel on Climate Change, National Academy of Sciences, American Meteorological Society, United States Environmental Protection Agency, United States Department of Defense, and numerous other leading scientific, academic and governmental authorities both in the United States and internationally;

Whereas, a final agreement of the United Nations Conference of Parties (COP21), which included the United States and a total of 195 nations, was reached in Paris, France on December 12, 2015, that states the aim is to "holding the increase in the global average temperature to well below 2 degrees Celsius above preindustrial levels and pursuing efforts to limit the temperature increase to 1.5 degrees Celsius above preindustrial levels" and entered into force on November 4, 2016;

Whereas, scientists have concluded the concentration of carbon dioxide, the leading greenhouse gas, in the Earth's atmosphere is currently and consistently over 400 parts per million (ppm) and will likely stay above this level for the indefinite future for the first time in millions of years;

Whereas, sixteen of the seventeen hottest years on record have occurred in the twenty-first century and 2016 is the hottest year on record;

Whereas, an increase in the global average temperature is having and will continue to increasingly have major adverse impacts, if not stopped by eliminating the use of fossil fuels, on both the natural and human-made environments due to longer, more intense heat waves, prolonged droughts, spread of infectious diseases, rising sea levels, ocean acidification, wildfires, and more intense and frequent extreme weather events;

Whereas, these physical effects are expected to lead to water scarcity, food insecurity, increasing numbers of refugees, increased poverty, and the mass extinction of species;

Whereas, studies completed by the International Monetary Fund (IMF), the Risky Business Project, Duke University, and others point to the severe economic costs of climate change and continuing use of fossil fuel, estimating billions of dollars a year in costs nationally and trillions globally;

Whereas, leading economists, policy experts, and business leaders conclude that transitioning to a clean energy economy available for all would create millions of green jobs nationally, improve health and living standards, and boost economic growth in coming years;

Whereas, a study cited two of the twenty dirtiest coal plants in the country in North Carolina, the Belews Creek plant and the Roxboro Steam plant;

Whereas, low-income communities and communities of color in North Carolina and the United States are inordinately exposed to pollution, that causes serious health problems such as cancer and

asthma, from fossil fuels, including the dirtiest coal-fired power plants which produce coal ash, and need to be empowered and have access to educational tools and an awareness of climate issues;

Whereas, a Stanford University and University of California-Berkeley study concludes the United States energy supply could be based entirely on renewable energy by the year 2050 using current technologies and 80% renewable energy by 2030 while creating numerous green jobs;

Whereas, municipalities, organizations, businesses, and academic institutions throughout the world have set a goal to achieve carbon or climate neutrality by 2050 or earlier;

Whereas, over 1,000 mayors have joined the U.S. Conference of Mayors Climate Protection Agreement since 2005 to commit to significantly reduce carbon emissions in their cities to combat climate change;

Whereas, over 600 American colleges and universities have made a commitment to reduce greenhouse gases, including Appalachian State University, Blue Ridge Community College, Carteret Community College, Catawba College, Central Carolina Community College, Davidson College, Duke University, Elizabeth City State University, Fayetteville State University, Guilford College, North Carolina Central University, Queens University of Charlotte, Southeastern Community College, University of North Carolina at Chapel Hill, University of North Carolina at Charlotte, University of North Carolina at Greensboro, University of North Carolina at Pembroke, Wake Technical Community College, and Warren Wilson College;

Whereas, North Carolina installed 1,140 MW of solar electric capacity in 2015, ranking it second nationally; nearly \$1.7 billion was invested on solar installations in North Carolina, a 159% increase over the previous year; there are currently more than 200 solar companies at work throughout the value chain in North Carolina, the state companies employing some 6,000 people; North Carolina ranks third in the nation in installed solar capacity, enough to power 260,000 homes; and solar photovoltaic system prices in the U.S. have dropped by 66% since 2010; Whereas, North Carolina has more offshore wind energy potential than any other Atlantic state;

Whereas, the Intergovernmental Panel on Climate Change Fifth Assessment Report recommended a global goal of achieving near zero greenhouse gas emissions or below, which is necessary to stabilize the global average temperature to avoid climate catastrophe;

Now, therefore,

Be it resolved by the Macon County, NC Commission that it endorses the following:

SECTION 1. The State of North Carolina and the United States shall establish a transition from a fossil fuel-based economy to a 100% clean renewable energy for all energy sectors-based economy, by January 1, 2050 or sooner to avoid climate catastrophe, to promote job creation and economic growth, and to protect the Earth for current and future generations from climate catastrophe.

SECTION 2. This resolution is effective upon adoption.

Signature of County Official

Date

June 16, 2017

Mr. Jimmy Teem
Macon County Fire Marshal
104 East Main Street
Franklin, NC 28734



RE: September 30, 2017 outdoor fireworks permit request

Dear Mr. Teem:

My name is James Fish and I'm the president of a professional fireworks display company based in Greenville, SC called Grand Finale Entertainment, LLC. I'm writing to submit this request for permit to conduct an outdoor fireworks display on Saturday, September 30, 2017 at The Vineyard at 37 High Holly in Scaly Mountain, North Carolina. This fireworks show is for a private wedding reception at the vineyard.

My company invented a new fireworks solution called **Vivid, The Fireworks Show In A Box!** ViViD is custom made for smaller events with minimal impact on surrounding communities and resources. ViViD reduces the historical challenges with fireworks such as space, cost, logistics, debris, noise, and environmental impact. Here is our website if you would like to see more information www.vividfireworksbox.com

Grand Finale Entertainment, LLC is a fully licensed and insured fireworks operation that meets all local and federal requirements and abides by all codes set forth in the National Fire Protection Agency's 1123 guidelines for fireworks displays. We insure every show with \$2 million in liability coverage and have fully licensed NC pyrotechnicians on staff. I will include Macon County and the State of North Carolina as additionally insured for this event.

I respectfully submit this letter and the attached documents for your consideration. We would greatly appreciate your approval and guidance presenting this permit request to the next Macon County Commissioners' Monthly Meeting. Thank you very much for your consideration. Please let me know when you approve and the next steps.

Sincerely,

A handwritten signature in black ink, appearing to read "James Fish". The signature is fluid and cursive, with the first name "James" being more prominent than the last name "Fish".

James Fish
Founder & President
Grand Finale Entertainment, LLC
(864) 256-1694



Event:

Kate Gray wedding

Wedding Location:

The Vineyard at 37
High Holly.
37 High Holly Road,
Scaly Mountain, NC
28741

Show Date:

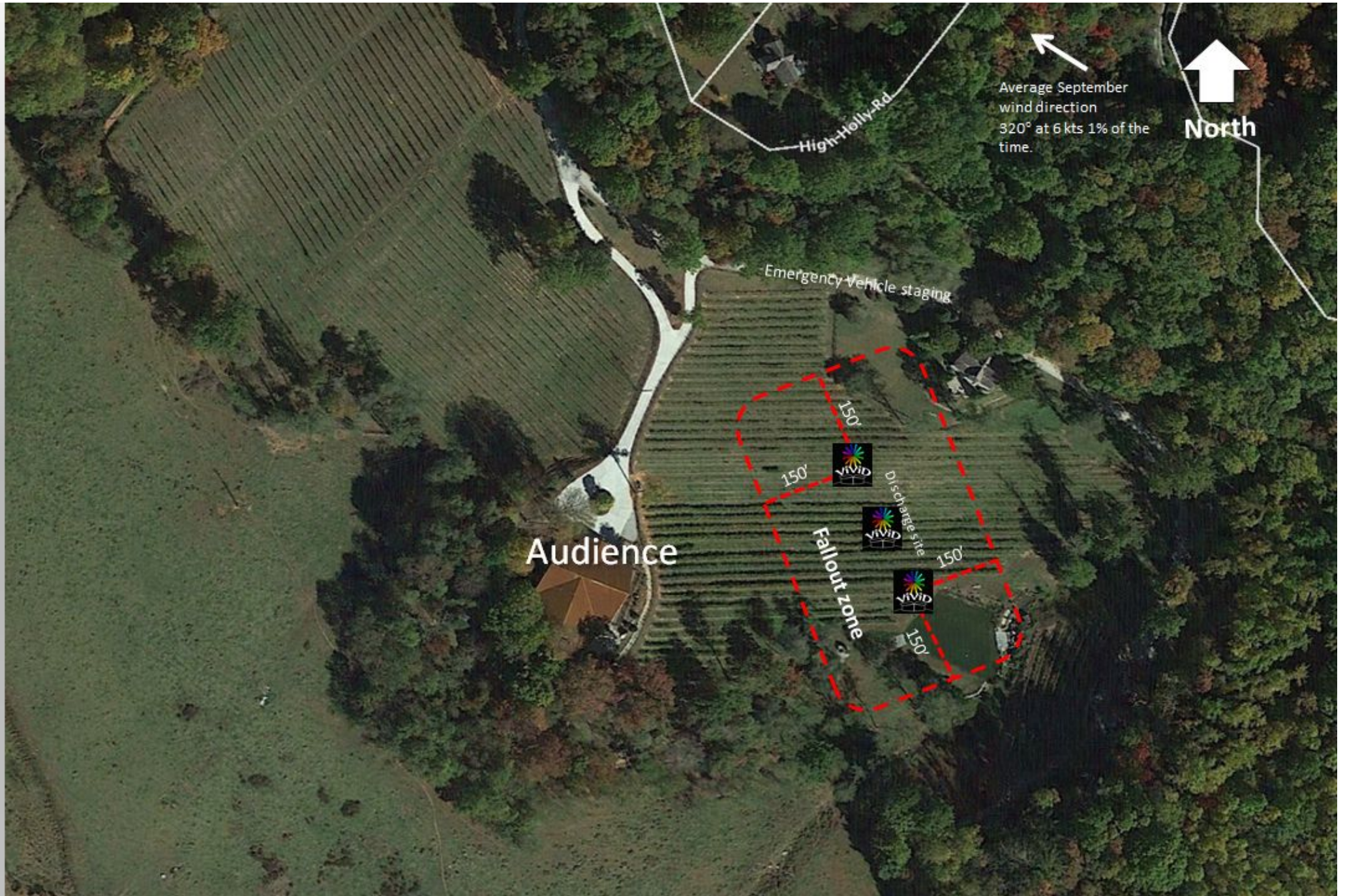
September 30, 2017

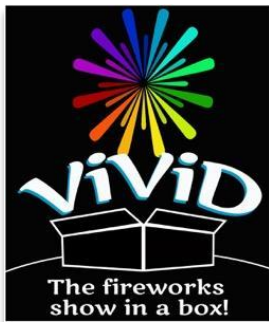
Show Time:

10:00 PM

Contact:

Jamey Fish
(864) 256-1694
www.vividfireworksbox.com





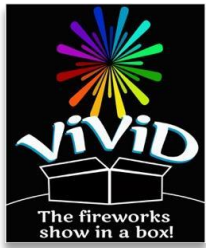
Fireworks Show Location: The Vineyard at 37 High Holly.
37 High Holly Road, Scaly Mountain, NC 28741.
September 30, 2017

- **Fireworks to be used in this show:**

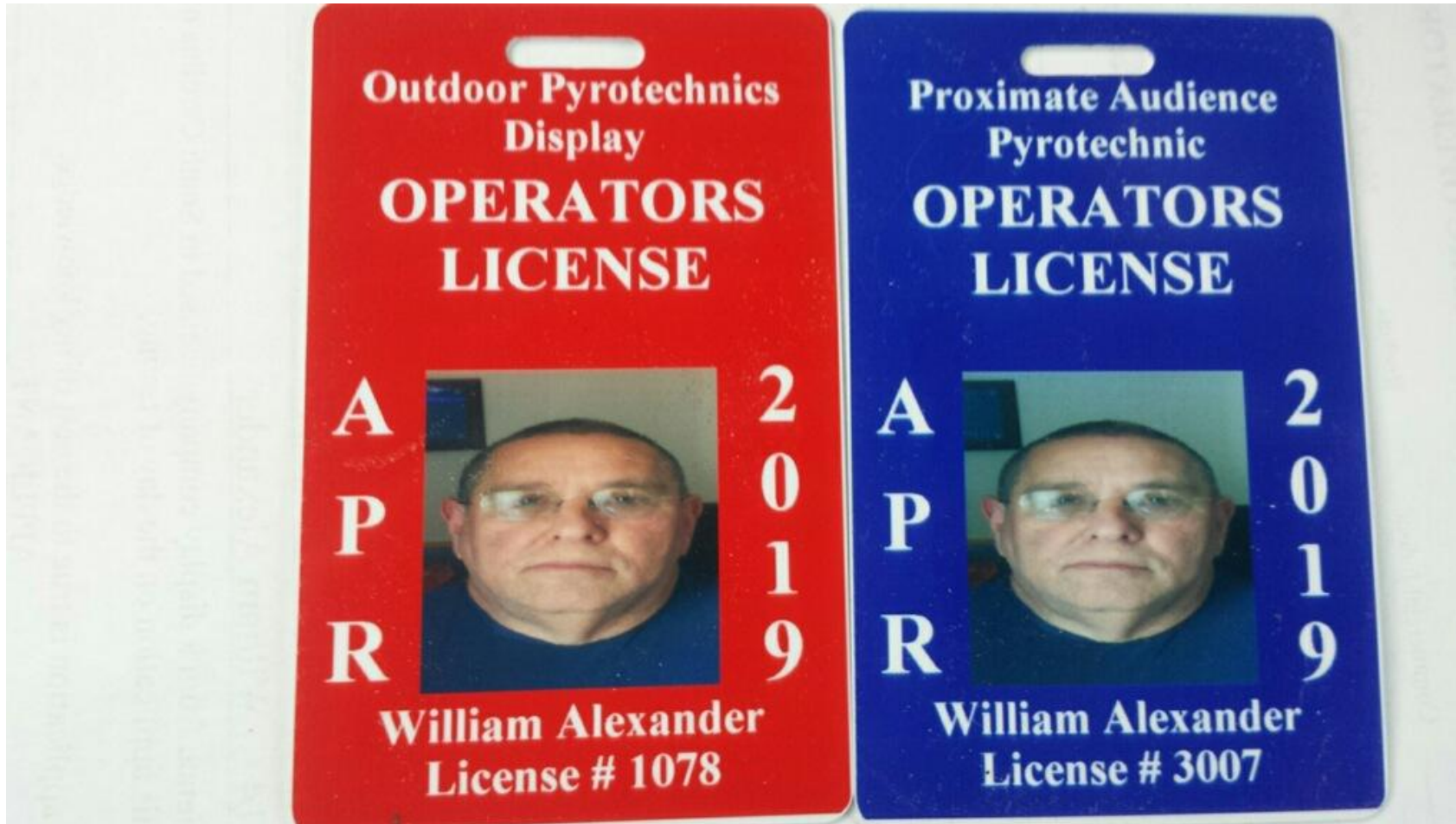
- Only 1.4G Consumer UN0336 Class-C fireworks
- Total quantity of firework to be used estimated at approximately 66 devices
- Types of fireworks to be used: fountains/gerbs, strobes, comets, maximum 1.75-inch aerial repeaters all 1.4G
- No plastic or metal mortar racks will be used in this show
- Procedure plan for any device failures will follow all safety protocols from NFPA 1123 Fireworks Safety guidelines

- **Some show logistical notes:**

- Fireworks show time estimated 10:00 PM on Saturday, September 30, 2017
- This show will only require about 1 hour of set up time prior to shoot time
- Show duration approximately :07 minutes
- Clean up post show is approximately 1 hour
- Storage of fireworks prior to show will be enclosed in corrugated boxes locked in a secure transport vehicle located inside the specified firing site, staffed and monitored at all times
- Post show site inspection will include a thorough walk through the property to clear debris and/or remove any remaining un-detonated firework devices per NFPA 1123 Fireworks Safety Guidelines



Lead Pyrotechnic Display Operator:



CERTIFICATE OF INSURANCE

ISSUE DATE 6/15/2017

PRODUCER
 PROFESSIONAL PROGRAM INSURANCE BROKERAGE
 371 BEL MARIN KEYS BLVD., SUITE 220
 NOVATO CA, 94949-5662

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR LATER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURER(S) AFFORDING COVERAGE

INSURER A: LLOYD'S OF LONDON

INSURED
 Grand Finale Entertainment, LLC
 DBA: ViViD Fireworks Show In A Box!
 103 Kenton Court
 Simpsonville, SC 29681

INSURER B:

INSURER C:

INSURER D:

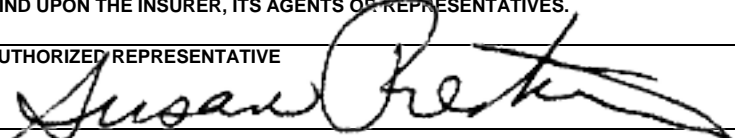
COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY CLAIMS MADE GEN'L AGGREGATE LIMIT APPLIES PER POLICY	PY/17-0004	01/11/2017	01/11/2018	EACH ACCIDENT	\$ 2,000,000
					MEDICAL EXP (Any one person)	\$
					FIRE LEGAL LIABILITY	\$ 50,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS-COMP/OPS AGG	\$
	AUTOMOBILE LIABILITY — ANY AUTO = ANY OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
					EXCESS LIABILITY FOLLOWING FORM	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	\$
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE-POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Kate Gray as Sponsor, The Vineyard at 37 High Holly and Macon County, NC Commissioner's Office are Additional Insured as respects the Class C Aerial Fireworks display on 9/30/2017 located at 37 High Holly Rd., Scaly Mountain, NC 28741.

CERTIFICATE HOLDER
 Kate Gray
 1727 Nantahala Drive
 Seneca, SC 29672

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE




STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

July 5, 2017

Macon County Commissioners
James Tate, Chairman
Courthouse Annex
5 West Main Street
Franklin, NC 28734

Attention: Mr. James Tate

Re: Gibson Road; SR1671

Dear Mr. Tate:

The property owners of Featherstone Subdivision have contacted our Andrews District Office and requested North Carolina Department of Transportation abandon the final 608 feet of SR1671, Gibson Road, from the State Maintained Road System in Macon County. Our records indicate that North Carolina Department of Transportation forces have not maintained this segment of SR1671 since prior to 2003, as it serves as a private subdivision drive exclusively for Featherstone Subdivision property owners. All property owners have been notified of our intentions and are in agreement with abandonment of this facility. North Carolina Department of Transportation will retain the initial 2,032 feet of SR1671, Gibson Road, and continue routine maintenance operations up to the point of proposed abandonment.

I am, therefore, requesting the Macon County Board of Commissioners consideration in adopting a resolution to abandon the portion of SR1671, beginning at survey station 20+32 and ending at survey station 26+40, from the State Maintained Road System in Macon County.

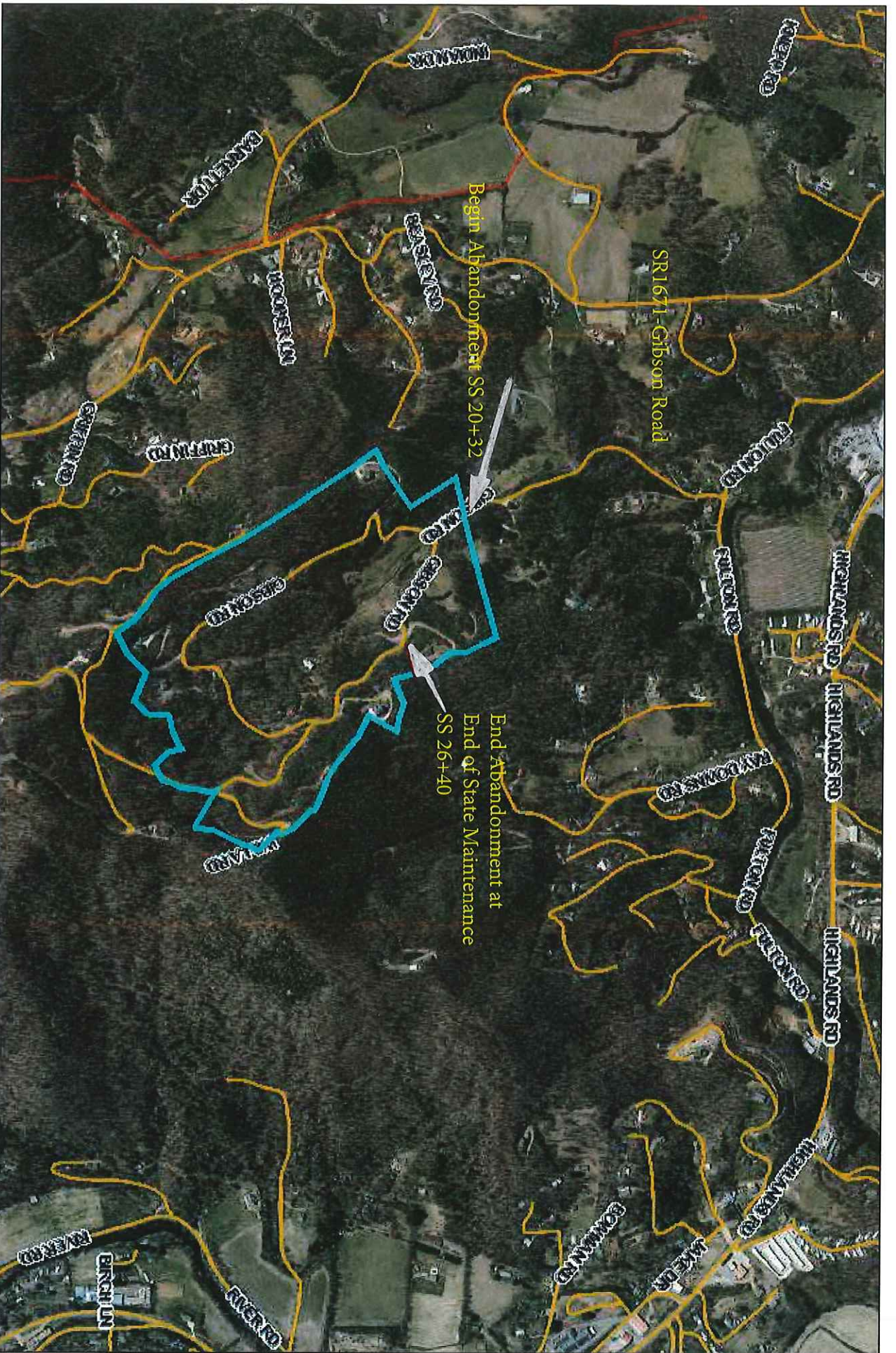
Please feel free to contact me at (828) 321-4105 should you have any questions concerning this matter.

Sincerely,

ANDY RUSSELL, P.E.

Andy Russell, P.E.
District Engineer

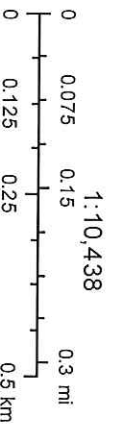
cc: Mr. Alan R. Brown, Assistant District Engineer
Mr. Travis Williamson, Macon County Maintenance Engineer



Macon County

Disclaimer:

The information contained on this page is taken from aerial mapping, tax mapping, and public records and is NOT to be construed or used as a survey or 'legal description'. Only a licensed professional land surveyor can legally determine precise locations, elevations, length and direction of a line, and areas.



June 7, 2017



PROPERTY HISTORY WORKSHEET

Instructions: The purpose of the worksheet is to determine how best to proceed with Secondary Road Abandonment, Residue Property, Surplus Right of Way and Control of Access Revisions. The District Engineer will complete Section 1, and send the worksheet to the Division Right of Way Agent, who will complete Sections 2 & 3, and return the worksheet and supporting documents to the requesting District Engineer. The completed worksheet must accompany all requests for surplus r/w disposals and all requests for control of access revisions.

SECTION 1	REQUESTING DISTRICT ENGINEER: Andy Russell, PE, Andrews District Engineer		
Division 14	County: Macon	City/Town: Franklin	
TIP No.	NA	Route:	SR1671, Gibson Road
State Project No.	6.972122	F.A. Project No.	NA
Station(s):	SS 20+32 to SS 26+40 E.O.M		
Requesting Party or Agent for Requesting Party: Mr. Bill Vernon, POC for Featherstone Subdivision POA			
Property location: US64 East (Highlands Road); right on SR1668 (Fulton Road); Left on SR1671 (Gibson Road)			

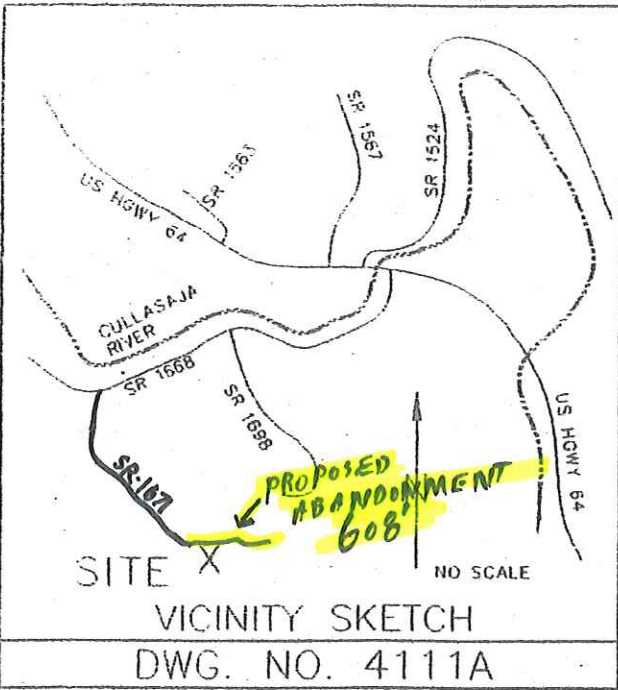
SECTION 2	PROPERTY RESEARCH:		
R/W or Easements obtained by: <input type="checkbox"/> Fee Simple, <input checked="" type="checkbox"/> R/W Agreement, <input type="checkbox"/> Permanent Easement, <input type="checkbox"/> Maintenance/Plat,			
R/W or Easements obtained by Condemnation: 1. Was it a total take <input type="checkbox"/> Yes, <input type="checkbox"/> No - If no, answer #2.			
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No - If yes, answer two questions to right 2. Does party condemned still own remainder <input type="checkbox"/> Yes, <input type="checkbox"/> No			
Was it recorded? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, Book L-26, Page 134-135 (attach copy)			
Is there controlled access? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Is the area landlocked? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Are plans from the acquisition available? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if yes, attach copy)			
List names of all owners adjoining surplus or C/A revision (Attach copy of GIS or Tax Map showing owners):			

SECTION 3	DETERMINATION:		
X	SECONDARY ROAD ABANDONMENT: Area is along an existing Secondary Road, does not involve control of access or a TIP Project, and was acquired by a secondary road agreement, plat, or by maintenance. To be handled by the District Engineer as secondary road abandonment.		
	RESIDUE PROPERTY: Area is outside the right of way limits. The area was purchased in conjunction with the settlement of the right of way acquisition claim. To be handled by the District Engineer, Division Engineer, Division Right of Way Agent, and the Right of Way Unit.		
	SURPLUS RIGHT OF WAY/EASEMENTS: All rights of way or easements acquired or held by DOT on all roads, except secondary road abandonments as defined above. To be handled by the District Engineer, Division Engineer, R/W Disposal and Control of Access Review Committee, and Chief Engineer.		
	CONTROL OF ACCESS REVISION: Area is within the control of access limits on all completed highway projects or completed parcels on highway projects under construction. To be handled by the District Engineer, Division Engineer, R/W Disposal and Control of Access Review Committee and Chief Engineer. (C/A revisions on unresolved condemned parcels are not reviewed by the Committee)		
<i>Keni D. Mantell</i>			5-23-17

Surplus Determination Approved - Assistant State Negotiator	Division Right of Way Agent	Date
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cc: Secondary Roads Program Manager

FEATHERSTONE COMMUNITY



HELEN GIBSON
J-19/798-812

NOTES:

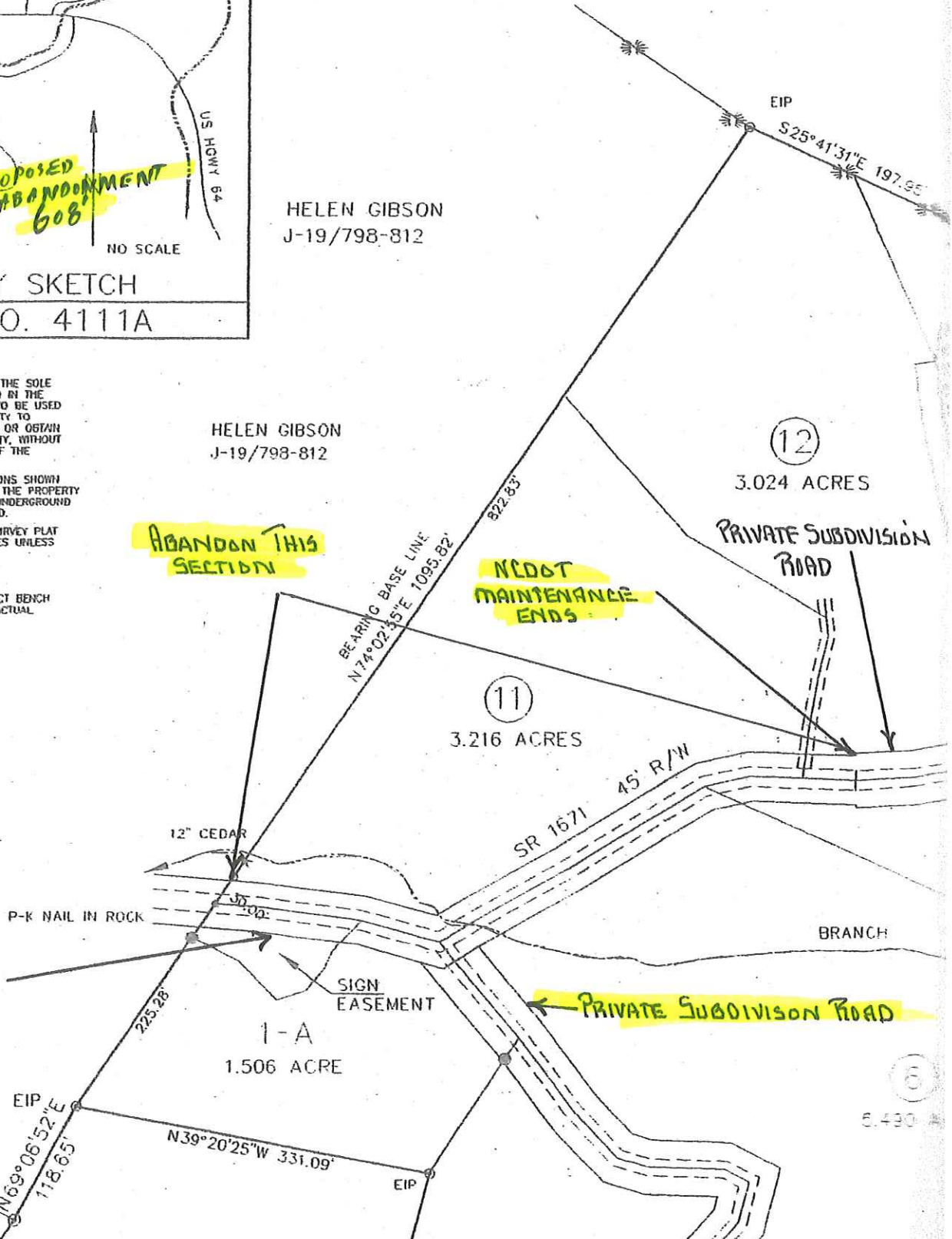
1. THIS SURVEY WAS PREPARED FOR THE SOLE BENEFIT OF OUR CLIENT AS NAMED IN THE TITLE OF THIS PLAT, AND IS NOT TO BE USED FOR THE BENEFIT OF A THIRD PARTY TO PURCHASE, TO SECURE FINANCING, OR OBTAIN TITLE INSURANCE ON THIS PROPERTY, WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SIGNING SURVEYOR.
2. ANY UNDERGROUND UTILITY LOCATIONS SHOWN ON THIS PLAT ARE APPROXIMATE. THE PROPERTY MAY ALSO BE SERVED BY OTHER UNDERGROUND UTILITIES WHICH WERE NOT LOCATED.
3. ALL DISTANCES SHOWN ON THIS SURVEY PLAT ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
4. 2' CONTOUR INTERVALS
5. ELEVATIONS ARE BASED ON PROJECT BENCH MARK AND ARE ASSUMED & NOT ACTUAL.

HELEN GIBSON
J-19/798-812

ABANDON THIS SECTION

NC DOT MAINTENANCE ENDS

PROPOSED GATE
ROBERT CABE
J-19/813-827



#1

North Carolina Department of Transportation
Division of Highways
Abandonment Petition

North Carolina

County of MACON

Petition request for the abandonment of Secondary Road 1671 from the State.

Maintained System

We the under signed, being all of the property owners on Secondary Road 1671
in Macon County do hereby request the Division of Highways of the Department of
Transportation to abandon the road from the State Maintained System.

PROPERTY OWNERS

Name

Address

Heidi Orme / 131 Franklin Plaza Drive - Suite 322 / Franklin, NC 28734

Signature:

Dean Darsey / 5170 Blue Yarrow Run / Norcross, GA 30092

Signature: *Dean Darsey*

Matthew H. Vernon / 1060 Jackaranda Circle / Rockledge, FL 32955

Signature:

Ira / Claydell Horne / 12479 County Road 49 / Live Oak, FL 32060

Signature:

Janet Hart / 1748 Bowman Street, Clermont / FL 34711

Signature:

This is in request to abandon the section of SR 1671 - Gibson Road from the point where the road enters
the Featherstone Subdivision up to the location of the current "End NCDOT Maintenance" sign.

#2

North Carolina Department of Transportation
Division of Highways
Abandonment Petition

North Carolina

County of MACON

Petition request for the abandonment of Secondary Road 1671 from the State.

Maintained System

We the under signed, being all of the property owners on Secondary Road 1671
in Macon County do hereby request the Division of Highways of the Department of
Transportation to abandon the road from the State Maintained System.

PROPERTY OWNERS

Name

Address

Heidi Orme / 131 Franklin Plaza Drive - Suite 322 / Franklin, NC 28734

Signature: Heidi Orme

Dean Darsey / 5170 Blue Yarrow Run / Norcross, GA 30092

Signature: _____

Matthew H. Vernon / 1060 Jackaranda Circle / Rockledge, FL 32955

Signature: _____

Ira / Claydell Horne / 12479 County Road 49 / Live Oak, FL 32060

Signature: _____

Janet Hart / 1748 Bowman Street, Clermont / FL 34711

Signature: _____

This is in request to abandon the section of SR 1671 - Gibson Road from the point where the road enters
the Featherstone Subdivision up to the location of the current "End NCDOT Maintenance" sign.

#3

North Carolina Department of Transportation
Division of Highways
Abandonment Petition

North Carolina

County of MACON

Petition request for the abandonment of Secondary Road 1671 from the State.

Maintained System

We the under signed, being all of the property owners on Secondary Road 1671
in Macon County do hereby request the Division of Highways of the Department of
Transportation to abandon the road from the State Maintained System.

PROPERTY OWNERS

Name

Address

Heidi Orme / 131 Franklin Plaza Drive - Suite 322 / Franklin, NC 28734

Signature:

Dean Darsey / 5170 Blue Yarrow Run / Norcross, GA 30092

Signature:

Matthew H. Vernon / 1060 Jackaranda Circle / Rockledge, FL 32955

Signature:

Ira / Claydell Horne / 12479 County Road 49 / Live Oak, FL 32060

Signature: *Claydell Horne*

Janet Hart / 1748 Bowman Street, Clermont / FL 34711

Signature:

This is in request to abandon the section of SR 1671 - Gibson Road from the point where the road enters
the Featherstone Subdivision up to the location of the current "End NCDOT Maintenance" sign.

#4

North Carolina Department of Transportation
Division of Highways
Abandonment Petition

North Carolina

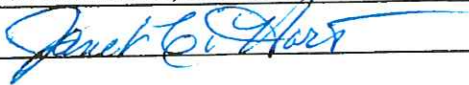
County of MACON

Petition request for the abandonment of Secondary Road 1671 from the State.

Maintained System

We the under signed, being all of the property owners on Secondary Road 1671
in Macon County do hereby request the Division of Highways of the Department of
Transportation to abandon the road from the State Maintained System.

PROPERTY OWNERS

<u>Name</u>	<u>Address</u>
Heidi Orme / 131 Franklin Plaza Drive - Suite 322 / Franklin, NC	28734
Signature: _____	
Dean Darsey / 5170 Blue Yarrow Run / Norcross, GA	30092
Signature: _____	
Matthew H. Vernon / 1060 Jackaranda Circle / Rockledge, FL	32955
Signature: _____	
Ira / Claydell Horne / 12479 County Road 49 / Live Oak, FL	32060
Signature: _____	
Janet Hart / 1748 Bowman Street, Clermont / FL	34711
Signature: 	

This is in request to abandon the section of SR 1671 - Gibson Road from the point where the road enters the Featherstone Subdivision up to the location of the current "End NCDOT Maintenance" sign.

#5

North Carolina Department of Transportation
Division of Highways
Abandonment Petition

North Carolina

County of MACON

Petition request for the abandonment of _____ 1671 _____ from the State.
Secondary Road


Maintained System

We the under signed, being all of the property owners _____ 1671 _____
on Secondary Road

in _____ Macon _____ County do hereby request the Division of Highways of
the Department of

Transportation to abandon the road from the State Maintained System.

PROPERTY OWNERS

<u>Name</u>	<u>Address</u>
Heidi Orme /	131 Franklin Plaza Drive - Suite 322 / Franklin, NC 28734
Signature: _____	
Dean Darsey /	5170 Blue Yarrow Run / Norcross, GA 30092
Signature: _____	
Matthew H. Vernon /	1060 Jackaranda Circle / Rockledge, FL 32955
Signature: 	
Ira / Claydell Horne /	12479 County Road 49 / Live Oak, FL 32060
Signature: _____	
Janet Hart /	1748 Bowman Street, Clermont / FL 34711
Signature: _____	

MACON COUNTY BUDGET

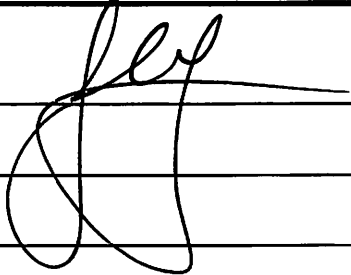
AMENDMENT # 11 **ORIGINAL**

FROM: John Fay

DEPARTMENT: HOUSING

EXPLANATION: NEW BUDGET

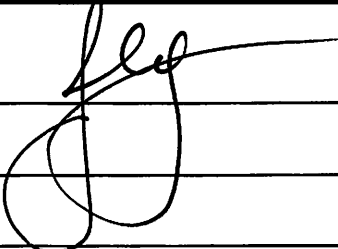
ACCOUNT	DESCRIPTION	LINE ITEM BUDGET
	DOE WAP	
-550001	Salary	19,335
-550201	Medicare/FICA	1,448
-550203	Hospitalization	3,617
-550204	Unemployment Insurance	
-550205	Workmen's Compensation	
-550206	Life Insurance	44
-550207	Retirement General	1,448
-550701	County 401 k	381
-556030	WAP Training & Tech Asst	5,964
-556031	WAP Administration	
-556034	WAP Program Operations	13,007
-556035	WAP Health & Safety	7,000
	DOE WAP REVENUE	52,244
Total		52,244

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

MACON COUNTY BUDGET

AMENDMENT #	12	ORIGINAL
FROM:	John Fay	
DEPARTMENT:	HOUSING	
EXPLANATION:	NEW BUDGET	

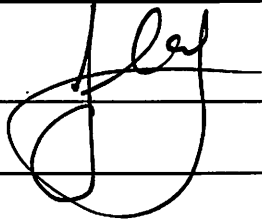
ACCOUNT	DESCRIPTION	LINE ITEM BUDGET
	DOE WAP <small>HARRP</small>	
-550001	Salary	1,954
-550201	Medicare/FICA	147
-550203	Hospitalization	158
-550204	Unemployment Insurance	
-550205	Workmen's Compensation	
-550206	Life Insurance	5
-550207	Retirement General	147
-550701	County 401 k	39
-556031	WAP Administration	22
-556034	WAP Program Operations	36,141
	<small>HARRP REVENUE</small>	38,613
	Total	38,613

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

MACON COUNTY BUDGET

AMENDMENT #	13	ORIGINAL
FROM:	John Fay	
DEPARTMENT:	HOUSING	
EXPLANATION:	NEW BUDGET	

ACCOUNT	DESCRIPTION	LINE ITEM BUDGET
	DOE WAP <small>LIHEAP</small>	
-550001	Salary	33,711
-550201	Medicare/FICA	2,523
-550203	Hospitalization	7,457
-550204	Unemployment Insurance	
-550205	Workmen's Compensation	
-550206	Life Insurance	75
-550207	Retirement General	2,527
-550701	County 401 k	664
-556031	WAP Administration	
-556034	WAP Program Operations	22,965
-556035	WAPHealth & Safety	10,800
	<small>LIHEAP REVENUE</small>	80,722
	Total	80,722

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


MACON COUNTY BUDGET AMENDMENT
AMENDMENT # 14

Date:

DEPARTMENT: HEALTH

EXPLANATION: New monies. Evergreen Foundation Grant \$54,890.00

ACCOUNT	DESCRIPTION	INCREASE
1151 -555106	Evergreen Foundation Grant- Contracted Services	\$ 54,890.00
113511-	Evergreen Foundation Grant	\$ 54,890.00

REQUESTED BY DEPARTMENT HEAD 

RECOMMENDED BY FINANCE OFFICER 

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS _____

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____