

Macon County



**MACON COUNTY BOARD OF COMMISSIONERS
MAY 8, 2018 - 6 P.M.
AGENDA**

1. Call to order and welcome by Chairman Tate
2. Announcements
3. Moment of Silence
4. Pledge of Allegiance
5. Public Hearing(s) – **None**
6. Public Comment Period
7. Additions to agenda
8. Adjustments to and approval of the agenda
9. Reports/Presentations
10. Old Business
 - A. Second reading on revised Animal Control Ordinance
 - B. Consideration of amendment to the Cullasaja Community Association Agreement – Commissioner Beale and the County Attorney
 - C. Discussion/consideration of renewal of lease agreement for the gazebo property with the Town of Franklin – County Attorney
11. New Business
 - A. Public Health FY 2018-19 Billing and Collection Policies and Fees Schedules – Public Health Director Jim Bruckner
 - B. South Macon Elementary School – Finance Director and County Attorney
 - (1) Interlocal Agreement
 - (2) Memorandum of lease extension and subordination agreement
 - (3) Set June 12, 2018 for public hearing on proposed financing

- C. Consideration of Interlocal Agreement with Southwestern Community College regarding new Public Safety Training Center – County Attorney
- D. Discussion/consideration of resolution regarding “spotlighting” – County Attorney
- E. Discussion regarding dog park – Chairman Tate
- F. Fireworks permit request
- G. Discussion regarding opioids litigation – County Attorney

12. Consent Agenda – Attachment #12

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

- A. Minutes of the April 10, 2018 regular meeting
- B. Budget Amendments #191-194
- C. Tax Releases for April in the amount of \$295.02
- D. Monthly ad valorem tax collection report (no action necessary)

13. Appointments

- A. Highlands Tourism Development Commission
- B. Franklin/Nantahala Tourism Development Commission

14. Closed session (if necessary)

15. Recess until Tuesday, May 15, 2018 at X:XX p.m. (exact time to be determined) in the commission boardroom on the third floor of the Macon County Courthouse, 5 West Main Street, Franklin, NC for the primary purpose of the County Manager’s presentation of the recommended Fiscal Year 2018-19 budget and for any other business that may come before the board.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: May 8, 2018

DEPARTMENT/AGENCY: Governing Board/Public Health

SUBJECT MATTER: Revised Animal Control Ordinance

COMMENTS/RECOMMENDATION:

The board voted 3-0 at its April 10, 2018 regular meeting to approve the revised Animal Control Ordinance as presented. However, due to two members being absent, a second vote or “reading” is required to achieve final approval. Attached please find a copy of the revised ordinance.

Attachments 1 **Yes** **No**

Agenda Item 10A

AN ORDINANCE OF THE MACON COUNTY BOARD OF COMMISSIONERS MAKING REVISIONS TO CHAPTER 90. ANIMALS, OF THE CODE OF ORDINANCES OF THE COUNTY OF MACON. NORTH CAROLINA

WHEREAS, the Macon County Board of Commissioners adopted a revised *Macon County Ordinance for the Regulation of Certain Animals* on October 13, 2008; and

WHEREAS, the Board of Commissioners did amend the same on January 10, 2010; and

WHEREAS, the Board of Commissioners did again amend the same on June 10, 2010; and

WHEREAS, the Board of Commissioners did again amend the same on October 15, 2015; and

WHEREAS, the Board of Commissioners wishes to make certain specific amendments to the Ordinance as recommended by the Director of the Macon County Health Department; and

WHEREAS, the Board of Commissioners wishes to revise the *Macon County Ordinance for the Regulation of Certain Animals* as set forth below; and

WHEREAS, the Macon County Board of Health have indicated that they approve of the revised Ordinance contained hereinafter and would recommend unto the Macon County Board of Commissioners the adoption and passage of this Ordinance; and

WHEREAS, the Board of Commissioners finds the same to be in the public interest and to promote the public health, safety and welfare pursuant to authority vested in it by North Carolina General Statutes Sections 153A-121, 153A-127, 153A-153, and 153A-442 and Chapter 67 of the General Statutes;

NOW, THEREFORE, BE IT ORDAINED by the Macon County Board of Commissioners that:

Section 1. Chapter 90, Animals, of the Code of Ordinances of the County of Macon, North Carolina, as heretofore amended, is hereby repealed in its entirety, and the following substituted in lieu thereof:

CHAPTER 90

ANIMAL CONTROL

Sec. 90-1. TITLE, PURPOSE AND AUTHORITY.

This Ordinance shall be known and may be cited as the *Macon County Animal Control Ordinance*. The purpose of this Ordinance is to promote the health, safety and welfare of the citizens of Macon County and to abate conditions detrimental to the peace and dignity of the County. This Ordinance is adopted pursuant to the authority contained in Sections 153A-121, 153A-123, 153A-127, 153A-131, 19A-45, 153A-153, and §153A-442 of the North Carolina General Statutes, Articles 1- 5 of Chapter 67 of the N.C.G.S.; and Article 6 of Chapter 130A of the North Carolina General Statutes, as applicable.

Sec. 90-2. APPLICABILITY TO VETERINARIANS.

Hospitals, clinics and other premises operated by licensed veterinarians for the care and treatment of animals are exempt from the provisions of this Chapter except for the provisions relating to cruelty to animals and rabies control.

Sec. 90-3. DEFINITIONS.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandon means to intentionally, knowingly, recklessly or negligently leave an animal at a location without providing for the animal's care.

Adequate food means the provision at suitable intervals, not to exceed 24 hours, of a quantity of wholesome foodstuff suitable for the species and age, sufficient to maintain a reasonable level of nutrition in each animal. Such foodstuff shall be served in a receptacle, dish or container that is physically clean and in which agents injurious to health have been removed or destroyed to a practical minimum.

Adequate shelter means shelter which will keep a nonaquatic animal dry, out of the direct path of winds and out of the direct sun, at a temperature level that is healthful for the animal. It shall include four walls, a roof and a solid floor, with an opening entrance large enough to allow access to the animal, but placed in such a way as to keep the animal out of the direct path of winds. The containment area shall be free of accumulated waste and debris so that the animal shall be free to walk or lie down without coming in contact with any such waste or debris, and a suitable method of draining shall be provided to rapidly eliminate excess water or moisture. For dogs, cats and other small animals, the shelter shall be a windproof and moisture proof structure of suitable size to accommodate the animal and allow retention of body heat. Metal barrels do not provide adequate shelter for a dog, cat or other small animal and are prohibited for that purpose.

Adequate water means a constant access to a supply of clean, fresh water provided in a sanitary manner.

Animal means any live, vertebrate creature specifically including but not limited to dogs, cats, farm animals, birds, fish and reptiles.

Animal Control Officer means an individual designated to perform animal control duties described by this Ordinance. Animal control officers shall be Certified Rabies Vaccinators and Certified Euthanasia Technicians. Animal control officers shall not have the power to arrest.

Animal shelter means a place provided and operated by the county directly or by contractual agreement, whether jointly with another governmental unit or independently, for the restraint, care, adoption and disposition of animals in accordance with this chapter.

Attack means to set upon in a forceful, violent, hostile, or aggressive way, with or without provocation. Attacks can involve animal to human or animal to animal interaction.

(1) ***Provoked Attack*** is considered normal behavior and occur when an animal responds in an aggressive, violent, terrorizing, or threatening manner to a perceived threat to its body (fear-induced), food, (possessive), territory, or offspring (protective).

(2) ***Non-provoked Attack*** occurs when an animal crosses neutral space and attacks for no reason (without being teased, molested, provoked, beaten, tortured or otherwise harmed).

At large means any animal off the property of its owner and not under the restraint of a competent person.

Bite means the act of an animal seizing the flesh with its teeth or jaws, so as to tear, pierce or injure the flesh.

Board of Commissioners means the Macon County Board of Commissioners.

Cats means any and all domesticated felines.

Citation means a written notice served by an animal control officer citing a person for a violation of this ordinance.

Civil penalty means a financial penalty imposed by an animal control officer for a violation of this ordinance.

Competent person means a person of suitable age and discretion to keep an animal under sufficient restraint and control in order to prevent harm to the animal and to persons, other animals, including but not limited to domesticated livestock, or property.

County means Macon County, North Carolina.

Cruelty, cruel treatment, and abuse as used in this chapter mean every act, omission or neglect whereby unjustifiable physical pain, suffering or death is caused or permitted or attempted to be caused or permitted against animals, as well as acts or attempted acts of teasing, molesting, baiting or trapping of animals unlawfully. Such acts or omissions shall include but not be limited to beating, kicking, hanging, submerging under water, suffocating, poisoning, setting on fire, and depriving of food, water and medical treatment, or otherwise subjecting the animal to conditions detrimental to its health or general welfare. Such terms, however, shall not be construed to include lawful taking of animals under the jurisdiction and regulation of the wildlife resources commission, lawful activities sponsored by agencies conducting biomedical research or training, lawful activities for sport, or other lawful activities under state law.

Dangerous dog means any animal as defined in N.C.G.S.A. §67 - 4.1 (a) (b).

Direct control means an animal is under restraint (excludes control by voice commands) and in the custody of its owner, or other competent person having possession thereof.

Dogs means any and all domestic canines.

Domesticated animal (non-livestock) means any such animal that is accustomed to live in or about the habitation of humans, including but not limited to cats, dogs, cows, fowl, horses or swine, but not to include any Wild Animal, Farm Animal or Feral Animal as defined herein.

Domesticated livestock (Farm Animal) means livestock raised for the production of meat, milk, eggs or fiber, or used for draft or equestrian purposes, including but not limited to cattle, sheep, goats, swine, horses, mules, rabbits and poultry.

Exotic animal means an animal that would ordinarily be confined to a zoo, or is a species of animal not indigenous to this State. The term specifically does not include animals of a species customarily held in this State as ordinary household pets, animals of species used in the State as a domestic livestock, fish, birds, non-venomous reptiles and species that are deemed inherently dangerous under this Chapter or regulated by the North Carolina Wildlife Resource Commission.

Feral animal means a wild animal – non-domesticated or one, such as a dog or cat that has escaped and returned to live in the wild, but has some contact and experience with humans and/or for which no one claims ownership.

Harbor means to feed or shelter an animal by the same person or household for 72 consecutive hours or more.

Health Director means the director of the Macon County Health Department.

Identified animal means an animal with an identification tag, tattoo, microchip, or other marking on which is described the animal owner's name, address and contact information.

Impoundment means the placement of an animal in the custody of a person or animal shelter duly authorized by an animal control officer and/or the Health Director.

Lead Animal Control Officer means that person designated to perform animal control duties described by this Ordinance. The Lead Animal Control Officer shall be an Animal Control Officer.

Microchip refers to a tiny permanent identification system, implanted under the animal's skin and read by a chip scanner which identifies the owners name and address and which is available on regional or national databases. Implantation is done with an injector that places the chip under the loose skin over the animal's shoulder.

Neutered male means any male which has been castrated.

Owner means any competent person or group of persons owning, keeping, having charge of, sheltering, feeding, harboring or taking care of any animal. The owner of an animal is responsible for the care, actions and behavior of his or her animal(s). This definition shall also apply to the term "ownership" as used in this chapter.

Owner's property means that area described in a deed of conveyance or the area described in a lease. In a situation involving townhomes or condominiums, Animal Control will treat the common areas as being owned by the homeowners' association. In a situation involving leased apartments, Animal Control will treat the common areas as being owned by the lessor. A motor vehicle is not a part of the owner's property unless it is physically located on the area described in a deed of conveyance or the area described in a lease. A motor vehicle that is physically located in or on the common areas of townhomes, condominiums or leased apartments, or other public areas shall be treated as being off of the owner's property.

Person means any individual, family, group of individuals, corporation, partnership, organization, trade or professional association, firm limited liability company, joint venture, association, trust, estate, non-profit corporation or any other legal entity or institution recognized by law as a person.

Public nuisance means any animal off the owner's property which without provocation habitually or repeatedly chases, snaps at, attacks or otherwise behaves in an aggressive manner to pedestrians, bicyclists or vehicles or turns over garbage cans, damages gardens (vegetable or flower), damages plant beds, damages public or private property or damages livestock.

Scratch means the act of an animal with its claws which results in and/or causes a narrow or superficial wound, scrape or other type of break in the skin of a human or animal.

Section Administrator Animal Services means that person responsible for the planning, organizing, coordinating, and directing of all County Animal Services activities (including Animal Control, Animal Shelter, and Rabies Control Programs). The Section Administrator is responsible for the: Enforcement of state laws and this ordinances relating to Animal Services functions; the development of policies and procedures; impounding, care/treatment, and disposition of animals in the county shelter; development and implementation of programs and coordination with rescue groups and interested individuals to maximize the placement of abandoned and surrendered animals; and, minimize euthanasia of adoptable animals. The Section Administrator Animal Services shall be an Animal Control Officer.

Security dog means any dog used, kept or maintained on the premises of its owner for the purpose of protecting any person or property. Any such dog shall be further classified as follows:

(1) **Patrol dog** means a dog that is trained or conditioned to attack or otherwise respond aggressively, but only upon command from a handler either off or on lead.

(2) **Sentry dog** means a dog that is trained or conditioned to attack or otherwise respond aggressively without command.

(3) **Watchdog** means a dog that barks and threatens to bite any intruder, but has not been specially trained or conditioned for that purpose.

Secure enclosure means a place in which an animal is securely confined in order to provide for a safe, healthy, and humane environment for the animal; prevent escape by the animal; and protect and enhances the public's health and safety. A secure enclosure consists of a locked pen or structure suitable to prevent unauthorized entry and designed to prevent the animal from escaping. Such enclosure shall be: Constructed on a concrete pad; have a double entry which protects the person entering and prevents the animal from escaping; have secure sides including the top; provides protection for the animal from the elements; and be of suitable size for the type of animal.

Spayed female means any female sterilized by removing the ovaries.

Stray means any domestic animal that is wandering at large or is lost and (1) is not an identified animal, (2) the animal control officer does not otherwise know who the owner is, or (3) does not have an owner.

Under restraint means that an animal is under sufficient physical restraint such as (1) a leash, cage, bridle, or similar effective and humane device that restrains and controls the animal; (2) sufficiently near the owner to be under his or her control and is obedient to that person's commands (exception: no animal is permitted to run at large within or upon any lands owned by or under the control of Macon County used for recreational purposes with the exception of dogs running within the designated, fenced dog park(s); (3) on or within a vehicle being driven or parked and secured in such a manner as to prevent the animal from escaping or causing injury to persons approaching or passing by the vehicle; (4) adequately contained by a fence or other secure enclosure; or (5) within the property limits of its owner. If any unattended animal is

restrained by a chain, leash or similar restraint, it shall be designed and placed to prevent choking or strangulation.

Veterinary clinic and/or hospital means any place or establishment maintained and operated under the supervision of a licensed veterinarian as a clinic and/or hospital where animals are harbored, boarded and cared for incidental to the treatment, prevention or alleviation of disease processes during the routine practice of the profession of veterinary medicine for surgery, diagnosis and treatment of diseases and injuries of animals.

Vicious animal means any animal as defined in N.C.G.S. §130A-200.

Wild animal means an animal living in a state of nature; not tamed or domesticated

Sec. 90-4. JURISDICTION.

This chapter shall be effective in all areas of Macon County, North Carolina.

Sec. 90-5. ANIMAL SHELTER.

The county shall operate and maintain a County Animal Shelter for the purpose of impounding or caring for animals held under authority of state law, this chapter, or any other county ordinance. The county may contract for the operation of the Animal Shelter as it deems appropriate. The same shall be the responsibility of the Animal Services Section of the Macon County Health Department.

Sec. 90-6 CREATION OF AN ANIMAL SERVICES SECTION OF THE MACON COUNTY HEALTH DEPARTMENT.

There is created an Animal Services section of the Macon County Health Department which shall be responsible for the Macon County Animal Shelter and Animal Control Programs hereinafter specified.

Sec. 90-7. ANIMAL CONTROL OFFICERS.

The Health Director may appoint one or more animal control officers. Any such officers shall be Macon County Health Department employees in the Animal Services Section of the Macon County Health Department. The Animal Services Section of the Macon County Health Department shall be supervised by the Section Administrator Animal Services, who shall also be an employee of the Macon County Health Department, who shall be the supervisor of that Section of the Macon County Health Department. The Section Administrator Animal Services shall report to and be under the authority of the Health Director. County animal control officers and Lead Animal Control Officer shall not have the power to arrest.

Sec. 90-8. ANIMAL CONTROL PROGRAM.

The county animal control program, as described in this chapter and as otherwise described in other county ordinances related to animals and as otherwise described in state laws, shall be administered by the Section Administrator Animal Services. Specifically:

(1) The Health Director shall designate employees or agents enforcing this Chapter as animal control officers and Lead Animal Control Officer. Animal cruelty investigators may be appointed by the Board of Commissioners as provided by law. In the performance of their duties, animal control officers shall have all the power, authority and immunity granted under this chapter and by the general laws of this state to enforce the provisions of this chapter, and the laws of this state as they relate to the care, treatment, control or impounding of animals. All investigations of reported or observed animal cruelty or animal abuse shall be the responsibility of the animal control officers of the county.

(2) Except as may be otherwise provided by law, no officer, agent or employee of the county charged with the duty of enforcing the provisions of this chapter or other applicable laws shall be personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of such duty unless he or she acts with actual malice.

(3) It shall be unlawful for any person to interfere with, hinder or molest any animal control officer, lead Animal Control Officer, Section Administrator Animal Services, Health Director, Animal Cruelty Investigator, or law enforcement officer while in the performance of any duty authorized by this chapter or the animal control program, or the laws of the state of North Carolina, or to seek to release any animal in the custody of any of those agents, except in the manner as provided in this section.

(4) Animal control officers are not authorized to carry on their person firearms of any kind except as provided in this section. The animal control program may store at the Animal Services Section of the Macon County Health Department and use firearms (as allowed by state law) when necessary to enforce sections of this chapter or under applicable law for the control of wild, vicious or diseased animals.

(5) The Animal Control Program shall:

- a. Have the authority, along with the Health Director and law enforcement agencies to enforce all state and local laws, including ordinances, regulations and proclamations of the county pertaining to the ownership and control of dogs, cats, and other animals, and cooperate with the Health Director and all law enforcement officers in fulfilling this duty.
- b. Enforce and carry out all laws of the state and all ordinances of the county pertaining to rabies control in cooperation with the Health Director and local law enforcement officers.
- c. Be responsible, in consultation with the Health Director or the health directors' designee, for the investigation of all reported animal bites.
- d. Be responsible, in consultation with the Health Director or the health directors' designee, to issue a quarantine/confinement order to the animal owner that would require the owner to confine a biting animal for ten days pursuant to N.C.G.S. §130A-200, and for reporting to the Health Director as soon as practicable the issuance of said order.
- e. Be responsible, in consultation with the Health Director or the health directors' designee, for the quarantine/confinement of any dog, or other domestic animal exposed to or suspected of having been exposed to another rabid animal and for reporting to the Health Director as soon as practicable the occurrence of any such exposure and the condition of any confined animal pursuant to N.C.G.S. §130A-200.

- f. Be responsible for the investigation of reports or observations of incidents of harassment of or injuries to domesticated livestock caused by dogs or other animals.
- g. Be responsible for the seizure and arranging for the impoundment, where deemed necessary, of any dog or other animal in the county involved in a violation of this chapter or any other county ordinance or state law.
- h. Investigate reported or observed animal cruelty or abuse independently or with a duly appointed Animal Cruelty Investigators.
- i. Make such investigations or inquiries as necessary for the purpose of ascertaining compliance with this chapter or applicable state statute.
- j. Keep, or cause to be kept, accurate and detailed records of:
 - 1. Seizure, impoundment and disposition of all animals coming into and/or leaving the custody of the animal control program.
 - 2. Any animal complaints made to Animal Services, and their investigation and disposition.
 - 3. Any animal bite cases, violations and complaints, and their investigation and disposition.
 - 4. Any animal cruelty cases, violations and complaints, and their investigation and disposition.
 - 5. Any violations of county ordinance and any investigation(s) thereof conducted and the disposition of the investigation.
 - 6. Any other matters deemed necessary by the Health Director or Section Administrator Animal Services or that may be required by county policy or state law.
- k. Be empowered to issue notices of violation, assess civil penalties for violations of this chapter, and issue citations when authorized by this ordinance or state law.
- l. Have employees who are trained to standards to be established by the Section Administrator Animal Services, which training shall include but not be limited to training as a Certified Rabies Vaccinator, Certified Euthanasia Technician, and in Animal First Aid taught by a licensed veterinarian.
- m. Be responsible for monitoring the county animal shelter to ensure compliance with all Health Department policies and procedures, state laws, rules/regulations, and any and all contracts entered into by the Health Department for the operation of the Animal Shelter.
- n. Administer in consultation with the Section Administrator Animal Services, rabies vaccines to impounded, non-vaccinated animals pursuant to N.C.G.S. §130A-186, and assist the Section Administrator Animal Services in all scheduled rabies control clinics as required by state law.
- o. Give every person a proof (certificate and metal rabies tag) of rabies vaccination at the time of adoption of a dog or cat if it is four (4) months of age or older. The Certificate will be signed by a licensed veterinarian or Certified Rabies Vaccinator as provided in this chapter.

(6) The premises for all animal shelters operated by or for the County shall meet the standards prescribed by N.C.G.S. §153A-442.

Sec. 90-9. RELATION TO HUNTING LAWS.

It shall be unlawful and a violation of this chapter for any person to fail to comply with the requirements of N.C.G.S. §113, Article 22 *et seq.* and other laws of the state relating to the use of dogs for hunting.

Sec. 90-10. NOTICE IN CASE OF INJURY.

It shall be unlawful for any person who causes injury to an animal, including but not limited to running over or hitting the domesticated animal with any vehicle, to fail to notify immediately at least one of the following:

- (1) The owner of the animal (if known or ascertainable with reasonable efforts made to locate the owner);
- (2) An animal control officer; or
- (3) The sheriff's department.

Sec. 90-11. MISTREATMENT OF ANIMALS UNLAWFUL.

The following acts or failure to act relating to the mistreatment of animals are unlawful and violations of this chapter:

- (1) It shall be unlawful for any person to subject or cause to be subjected any animal to cruel or abusive treatment or to deprive or cause to be deprived any animal of adequate food and water. With respect to domesticated animals or wild animals in captivity or under restraint, it shall additionally be unlawful to deprive or cause to be deprived any such animal of adequate shelter or veterinary care.
- (2) It shall be unlawful to restrain any animal except in a humane fashion.
- (3) It shall be unlawful for any person to entice or lure any animal out of an enclosure or off the property of its owner, or to seize, molest or tease any animal while the animal is held or controlled by its owner or while the animal is on or off the property of its owner.
- (4) It shall be unlawful for any person to abandon or forsake any animal within the County.
- (5) It shall be unlawful for any person to leave an animal in a closed vehicle or other enclosure for such duration or at such temperatures as an animal control officer, Lead Animal Control Officer or Animal Cruelty Investigators deems harmful or potentially harmful to the animal.

Sec. 90-12. CONTROL OF VICIOUS ANIMALS.

- (1) The purpose of this Section is to supplement the state laws governing vicious animals, and more specifically, N.C.G.S. §130A-200.

(2) It shall be unlawful for any person to keep any vicious animal within the county, unless under restraint and on the premises of the owner.

(3) Upon an animal control officer's observation of a vicious animal at large or off the premises of its owner and not restrained by a competent person, such officer shall immediately impound the animal and inform the Health Director or the health directors' designee.

(4) Upon an animal control officer's receipt of a complaint that an animal is behaving or has behaved viciously and is at large or off the premises of its owner and not restrained by a competent person, the animal control officer or Lead Animal Control Officer, in cooperation with the Health Director or the health directors designee, shall investigate the complaint and, upon a finding that there is probable cause to believe a violation of this chapter or other applicable law or regulation has occurred, shall take any action allowed by this chapter or state law as the circumstances may require.

(5) If an animal is impounded as vicious, authorization for reclamation after any required holding period shall be granted when the Health Director, in consultation with the Section Administrator Animal Services, is reasonably assured that the animal is not vicious or that the vicious animal will be properly restrained on the premises of its owner.

Sec. 90-13. SECURITY DOGS.

(1) All persons owning security dogs shall register such animals with the Section Administrator Animal Services; the owner of any dog that is classed as a patrol dog or sentry dog under this chapter shall place prominently a sign or placard on his premises noting "Beware of Dog" or other information noting the presence of security dogs.

(2) It shall be unlawful for any person to keep any security dog within the county, unless under restraint and in the control of a competent person or under restraint and on the premises of the owner.

(3) Security dogs are subject to all other provisions of this chapter while off the premises of their owner.

(4) This Section shall not include dogs when exempted pursuant to N.C.G.S. §67-4.1(b) (1) – (b) (4).

Sec. 90-14. IMPOUNDMENT OF ANIMALS.

(1) All animals required by NCGS 130A-185 to be vaccinated against rabies that do not have a rabies tag at time of impoundment will be administered a rabies vaccination along with other necessary vaccinations as per Macon County Animal Shelter policy.

(2) An animal Control officer, in consultation with the Health Director or the health directors' designee, is authorized to issue a confinement order to the animal owner that would require the owner to confine a dog or other animal pursuant to N.C.G.S. §130A-198 or §130A-200. Failure to thus confine the animal would constitute a further violation subjecting the owner to appropriate criminal or civil penalties pursuant to N.C.G.S §67-4.2 and §130A-196.

(3) A domesticated animal impounded under this chapter may be reclaimed by its owner according to the procedures of the animal shelter. The owner of an impounded domesticated animal shall be responsible

for and shall pay all vaccination expenses, boarding costs, redemption or adoption fee(s) and costs associated with such impoundment prior to reclaiming the animal. If an impounded domesticated animal is not reclaimed the impounded domesticated animal may be allowed to be adopted or humanely euthanized according to N.C.G.S §19A-32.1 and animal shelter procedures; provided, however, that domesticated animals impounded pursuant to this Section shall be held by the animal shelter for a period of ten (10) days prior to adoption or euthanasia, as applicable. Exception to the ten day holding period: If a domesticated animal impounded under this chapter has been found by the Section Administrator of Animal Services or a veterinarian to be unadoptable due to injury or defects of health or temperament may be humanely euthanized in accordance with N.C.G.S §19A-32.1 (b) (1) and animal shelter procedures. The owner of an impounded domesticated animal shall also comply with any vaccination and identification directives and be responsible for the payment to the county of all civil penalties and costs imposed or associated with the animal's impoundment as prescribed in any citation or notice issued by the Section Administrator Animal Services or their designee . Bite quarantined animals not reclaimed within 72 hours after the end of the quarantine period will be considered abandoned and will become the property of the county animal shelter and disposed of according to standard animal shelter procedures.

(4) A feral animal impounded under this chapter that has been found by the Section Administrator of Animal Services or a veterinarian to be unadoptable due to injury or defects of health or temperament may be humanely euthanized in accordance with N.C.G.S. §19A-32.1 (b) (1) and animal shelter procedures.

Sec. 90-15. HANDLING OF STRAY ANIMALS.

(1) It shall be unlawful for any person, without the consent of the owner, knowingly and intentionally to harbor, keep in possession by confinement or otherwise any animal that does not belong to him, unless he has, within 72 hours from the time such animal came into his possession, notified an animal control officer, Lead Animal Control Officer or the animal shelter.

(2) Any animal at large may in a humane manner be seized, impounded and confined in the animal shelter and thereafter adopted out or disposed of pursuant to procedures of the animal shelter and applicable state law.

(3) An owner may lawfully permit an animal which is not dangerous to be at large in the course of a show, obedience school, tracking tests, field training, or other events sanctioned or supervised by a recognized organization. Dogs may be at large in the course of hunting if under the control of the owner as otherwise provided in this chapter. However, this provision does not exempt an owner from otherwise complying with the provisions of this chapter, including identification of animals.

(4) Upon impounding an animal, the Animal Services Section of the Macon County Health Department shall make reasonable effort to identify the animal, notify the owner, and inform such owner of the conditions whereby the identified animal may be redeemed.

(5) Impoundment of such an animal shall not relieve its owner from any penalty that may be imposed for violation of this chapter.

(6) Any animal seized and impounded that is badly wounded or diseased and has no identification may be euthanized pursuant to procedures of the animal shelter and applicable state law. If the animal has rabies or is suspected of having rabies, the body shall be disposed of in accordance with applicable state regulations. If the animal has identification, Section Administrator Animal Services, animal control officers or animal shelter staff shall attempt expeditiously to notify the owner before euthanizing such

animal; in any event, and except as may be otherwise provided by law, the animal shelter, animal control program, Health Director and county law enforcement officers shall have no liability for euthanizing wounded or diseased animals when such action is taken upon the advice or recommendation of a veterinarian who has been advised of the animal's condition.

Sec. 90-16. PUBLIC NUISANCE.

It shall be unlawful for an owner to permit an animal to create or maintain a public nuisance as defined in this chapter by an animal. Compliance shall be required as follows:

- (1) When an animal control officer, Lead Animal Control Officer, Section Administrator Animal Services, or law enforcement officer observes a violation, the owner will be provided written notification of such violation and be given 24 hours or less to abate the nuisance.
- (2) Upon receipt of a written detailed and signed complaint alleging that any person is maintaining a public nuisance, the Section Administrator Animal Services shall cause the owner of the animal in question to be notified that a complaint has been received, and shall cause the situation complained upon to be investigated and a written report to be prepared.
- (3) If the written findings indicate that the complaint is justified, the Section Administrator Animal Services shall cause the owner of the animal in question to be notified in writing, and shall order abatement of such nuisance within 24 hours or such lesser amount of time, which shall be designated on the abatement order.
- (4) If, after 24 hours or such lesser time as is designated in the abatement order, the nuisance is not abated, the animal creating the nuisance may be impounded and/or a civil penalty may be issued and/or a criminal summons may be issued.

Sec. 90-17. RABIES CONTROL.

It shall be unlawful and a violation of this chapter for any animal owner or other person to fail to comply with the requirements of N.C.G.S. §130A, Article 6, Sections 184 -199 and other laws of the state relating to the control of rabies.

Sec. 90-18. BITES.

- (1) It shall be unlawful and a violation of this chapter for any person to fail to comply with the requirements of N.C.G.S. §130A-196 and N.C.G.S. §130A-198.
- (2) Animal control officers and Lead Animal Control Officer shall notify the Health Director or the health directors' designee as soon as practicable or within 24 hours of report of an animal bite.
- (3) An animal that is confined to the animal shelter pursuant to the provisions of N.C.G.S. §130A-196, §130A-197 or §130A-198 shall become the property of the county if the owner does not redeem the animal within 72 hours following the last day of the imposed confinement period required by statute.
- (4) If Animal Control impounds an animal during the course of their investigation the animal control officer shall leave with the owner or affix to the owner's residence a notice of confinement or an order of confinement from the Health Director, as applicable. The notice of order shall contain the beginning and

ending dates of confinement and stating that the owner must redeem the animal within 72 hours of the ending date of confinement stated in the notice.

(5) The owner of an animal confined at the animal shelter pursuant to this section shall be responsible for the costs of caring for the animal while at the shelter and all fees shall be paid at the time of redemption.

(6) Surrender of an animal or failure to redeem an animal shall not relieve the owner of responsibility for payment of any outstanding medical costs, penalties, and fees that have accrued as a result of the animal being confined at the animal shelter.

Sec. 90-19. RABIES TAG; IDENTIFICATION REQUIRED.

It shall be unlawful and a violation of this chapter for any person to fail to comply with the requirements of N.C.G.S. §130A-192.

Sec. 90-20. PENALTIES.

The following penalties shall pertain to violations of this chapter:

(1) Violation of any provision of this chapter by any person shall be a misdemeanor under N.C.G.S. §14-4.

(2) Enforcement of this chapter may include any appropriate equitable remedy, injunction or order of abatement issuing from a court of competent jurisdiction pursuant to N.C.G.S. §153A-123(d), (e).

(3) In addition to and independent of any criminal penalties and other sanctions provided in this chapter, a violation of this chapter may also subject the offender to civil penalties, costs and fees as follows:

a. Unless otherwise provided for in a particular section, Animal Services is authorized to assess civil penalties in the following manner:

1. A civil penalty of \$25.00 shall be assessed for the first violation of any provision of this Chapter.

2. A civil penalty of \$50.00 shall be assessed for the second or subsequent violation of this Chapter.

b. Civil penalties may be assessed for each violation of this chapter. The Section Administrator Animal Services or their designee shall issue to the known owner of any animal, or to any other violator of the provisions of this chapter, a citation giving notice of the violation and of the civil penalty imposed. Citations so issued may be delivered in person or mailed by first class mail to the person charged if that person cannot readily be found. This civil penalty shall be paid to the Section Administrator Animal Services or their designee within 14 days of receipt of the citation. This civil penalty is in addition to any other fees, costs or fines imposed that are authorized by this chapter.

c. Failure on the part of the owner of an animal or other alleged violator to pay the applicable civil penalty within the time period prescribed is unlawful and a violation of this chapter. If an assessed civil penalty is not paid within the time period prescribed, a civil action may be commenced to recover the penalty and costs associated with collection of the penalty.

Sec. 90-21. REGULATION OF ANIMALS ON COUNTY RECREATIONAL PROPERTY.

Running at large forbidden. It shall be unlawful for any person to allow a domestic animal, including a dog or cat, within his or her possession, ownership, or direct control, to run at large within or upon any lands owned by or under the control of Macon County used for recreational purposes with the exception of dogs running within the designated, fenced dog park(s). Any domestic animal brought to or allowed to enter upon any county property used for recreational purposes shall, at all times, be kept within the direct control and/or under restraint by the owner or other competent person having the possession thereof.

Sec. 90-22. DANGEROUS DOG.

It shall be unlawful and a violation of this chapter for any person to fail to comply with the requirements of N.C.G.S. §67, Article 1A, Sections 4.1 - 4.4.

Sec. 90-23. ANIMAL CONTROL ADVISORY COMMITTEE.

The Board of Commissioners shall have authority to create and appoint an Advisory Committee of such number and composition as they shall determine. The members shall serve terms as established by the Board of Commissioners.

Sec. 90-24. FALSE REPORTS OR FRIVOLOUS COMPLAINTS.

(1) It shall be unlawful for any person to file a false report with the Animal Services Section or to knowingly provide false information to an animal control officer or Lead Animal Control Officer involving investigation of any reported violation of this Chapter.

(2) It shall be unlawful for any person to repeatedly file frivolous or unfounded complaints with the Animal Services Section of the Macon County Health Department in order to intimidate or harass any member of the Animal Services Section of the Macon County Health Department or any animal owner, or to otherwise hinder or interfere with the animal control program.

Sec 90-25. EFFECTIVE DATE OF THIS ORDINANCE

The Ordinance shall become effective on the ____ day of _____, 2018.

Upon motion made by Commissioner _____, seconded by Commissioner _____; this Ordinance was passed, adopted and ordained by the unanimous vote of the Macon County Board of Commissioners on this the ____ day of _____, 2018, at the regular meeting of the Macon County Board of Commissioners.

James P. Tate, Chairman

Attest:

Clerk of the Board of Macon County Commissioners

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 10, 2018

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Cullasaja Community Association Agreement

COMMENTS/RECOMMENDATION:

The County Attorney is preparing another update to the agreement with the Cullasaja Community Association regarding ongoing renovations to the Old Salem Church. The board voted to amend the initial agreement back in August of last year as new items were added to the original scope of work. It appears that sufficient funds remain in the original project budget to complete additional improvements. The County Attorney will likely present the updated document at Tuesday's meeting.

Attachments _____ Yes No

Agenda Item 10B

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 10, 2018

DEPARTMENT/AGENCY: Governing Board/ Town of Franklin

SUBJECT MATTER: Renewal of lease agreement for gazebo property

COMMENTS/RECOMMENDATION:

Following the board's extension on April 10th of the existing lease agreement with the Town of Franklin for the gazebo property located on the town square, the County Attorney has provided an updated proposed lease agreement that contains his recommended changes. A copy is attached, and he will provide further insight at the meeting.

Attachments 1 Yes No

Agenda Item 10C

LEASE

by and between

COUNTY OF MACON, NORTH CAROLINA

as Lessor

and

THE TOWN OF FRANKLIN, NORTH CAROLINA

as Lessee

Dated as of May 1, 2018

After recording, please return to:
Chester Jones
122 West Boulevard
Franklin, NC 28734

This document was prepared by:
John F. Henning, Jr.
A Licensed North Carolina Attorney
Campbell Shatley, PLLC
674 Merrimon Avenue, Suite 210
Asheville, NC 28804

LEASE

THIS LEASE is dated as of May 1, 2018 and entered into by and between the **COUNTY OF MACON, NORTH CAROLINA**, a body politic and corporate of the State of North Carolina having its principal offices located at 5 West Main Street, Franklin, North Carolina, as lessor (the "*County*"), and the **TOWN OF FRANKLIN, NORTH CAROLINA**, a body politic and corporate of the State of North Carolina having its principal offices at 95 East Main Street, Franklin, North Carolina (the "*Town*", and collectively the "*Parties*").

WITNESSETH:

WHEREAS, the County is the owner of that property known as the "County Square" as described in Exhibit A, attached hereto and made a part hereof, (the "*Site*"); and

WHEREAS, the County and Town previously entered into a lease agreement dated May 5, 1998 by which the County deed the site to the Town for a term of twenty (20) years; and

WHEREAS, the Town intends to continue its activities upon and maintenance of the Site, the County is willing to permit the Town to continue the same, and the Parties now wish to restate their rights, duties, and obligations with respect to the Site;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I DEFINITIONS; RULE OF CONSTRUCTION

All capitalized terms used in this Lease and not otherwise defined herein have the meanings assigned to them in the Contract and the Deed of Trust, unless the context clearly requires otherwise. In addition, the following terms have the meanings specified below, unless the context clearly requires otherwise:

"*Town Representative*" means the Town's Mayor, Town Manager, Finance Officer or any other person at the time designated, by a written certificate furnished to the County and signed on the Town's behalf by its Mayor or Town Manager, to act on the Town's behalf for the purpose of performing any act under this Lease.

"*County Representative*" means the Chairman of the Board of Commissioners of the County, the County Manager or the Finance Director or any person at the time designated, by a written certificate furnished to the Town and signed on the County's behalf by its County Manager, to act on the County's behalf for the purpose of performing any act under this Lease.

"*Lease*" means this Lease dated as of May 1, 2018 between the County and the Town, as it may be duly amended.

"*Lease Term*" means the term of this Lease as determined under Article IV.

"*Lease Year*" means, initially, from the Closing Date through June 30, 2018, and, thereafter, means the twelve-month period of each year commencing on July 1 and ending on the next June 30.

“*Leased Property*” means, collectively, the Site, as described in Exhibit A, and the improvements thereon.

All references to articles or sections are references to articles or sections of this Lease, unless the context clearly indicates otherwise.

**ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES**

The County and the Town each represent, covenant and warrant for the other’s benefit as follows:

(a) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated hereby, results or will result in a breach of the terms, conditions and provisions of any agreement or instrument to which either is now a party or by which either is bound, or constitutes a default under any of the foregoing.

(b) To the knowledge of each party, there is no litigation or proceeding pending or threatened against such party (or against any other person) affecting the rights of such party to execute or deliver this Lease or to comply with its obligations under this Lease. Neither the execution and delivery of this Lease by such party, nor compliance by such party with its obligations under this Lease, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

**ARTICLE III
DEMISING CLAUSE**

The County hereby leases the Leased Property to the Town and the Town hereby leases the Leased Property from the County, in accordance with the provisions of this Lease, to have and to hold for the Lease Term.

**ARTICLE IV
LEASE TERM**

Section 4.1. Commencement. The Lease Term commences on May 1, 2018. The Parties agree that the prior lease dated May 5, 1998 is terminated and shall be of no further effect from the date this Lease Term commences.

Section 4.2 Termination. The Lease Term terminates on the earlier of the following dates or events:

- (a) at midnight on May 30, 2048; or
- (b) upon 180 days’ written notice of termination delivered by either Party to the other.

**ARTICLE V
QUIET ENJOYMENT**

{CS: 00051431.DOC }3

Section 5.1 *Quiet Enjoyment; Transfer.* The County hereby covenants that the Town shall, during the Lease Term, peaceably and quietly have and hold and enjoy the Leased Property without suit, trouble or hindrance from the County, except as expressly required or permitted by this Lease. The County shall not interfere with the quiet use and enjoyment of the Leased Property during the Lease Term. The County shall, at the Town's request, join and cooperate fully in any legal action in which the Town asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Property. In addition, the Town may at its own expense join in any legal action affecting its possession and enjoyment of the Leased Property, and shall be joined (to the extent legally possible, and at the Town's expense) in any action affecting its liabilities hereunder.

Section 5.2 *Entry and Inspection.* The provisions of this Article are subject to rights of the County to enter upon and inspect the Leased Property at any reasonable time.

ARTICLE VI CONSIDERATION FOR LEASE

Section 6.1 *Use of Leased Property; Assumption of Obligations.* The Leased Property shall be used by the Town as a public entertainment center ("Pickin on the Square" and other similar projects) and other public purposes. The Town shall not limit the entry or use thereof by the general public on the basis of race, color, creed, gender, national origin, or any other discriminatory basis. In addition, in consideration of its rights under this Lease, the Town undertakes the obligations imposed on it hereunder, including those imposed by Section 8.1. There shall be no use or consumption of alcoholic beverages upon the Lease Property.

Section 6.2 *Payments.* In partial consideration for its acquisition of rights to use the Leased Property during the Lease Term, the Town hereby agrees to pay to the County annual rent in the amount of \$1.00 payable in advance on the date the lease Commences (receipt of which is hereby acknowledged) and on the first day of each Lease Year thereafter.

ARTICLE VII CERTAIN COVENANTS

Section 7.1 *Possession.* The Town shall take possession of the Leased Property on the date of delivery of this Lease.

Section 7.2 *Maintenance, Repair, Taxes and Assessments.*

(a) ***Maintenance; Repair.*** The Town shall use, or cause to be used, the Leased Property in a careful and proper manner, in compliance with all applicable laws and regulations, and, at its sole expense, shall service, repair, maintain and insure the Leased Property, or cause such to be serviced, repaired, maintained and insured, as applicable. The Town shall continually maintain customary insurance on the Leased Property, to include the following: (1) all-risk, fire, casualty and extended coverage insurance covering the Leased Property in an amount not less than one hundred percent of the full insurable replacement thereof, as the same may from time to time be determined, including any improvements, alterations, and additions; and (2) comprehensive general liability insurance in an amount customarily maintained by the Town, which policy shall be endorsed to include Macon County, its officers, employees and agents as Additional Insured.

(b) *Taxes and Assessments.* The Town shall also pay, or cause to be paid, all taxes and assessments, including, but not limited to, utility charges, of any type or nature levied, assessed or charged against any portion of the Leased Property, provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Town shall be obligated to pay only such installments as are required to be paid as and when the same become due.

(c) *Contests.* The Town may, at its sole expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, if any such contest occurs, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, but before such nonpayment it shall consult with the County and, if the County requires, furnish the County with the opinion of a counsel acceptable to the County, to the effect that, by nonpayment of any such items, the interest of the County in the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. The County will cooperate fully in such contest on the request and at the expense of the Town.

Section 7.3 *Modification of Leased Property, Liens.*

(a) *Additions, Modifications and Improvements.* The Town shall, at its own expense, have the right to make, or cause to be made, additions, modifications and improvements to any portion of the Leased Property if such addition, modifications or improvements are necessary or beneficial for the use of such portion of the Leased Property, provided that the Town secures written approval of the same from the County in advance. The County shall have the absolute discretion to give or withhold such approval. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. The Parties may enter into an agreement by which they provide jointly for the improvement of the Leased Property for public purposes, which may establish rights, responsibilities, or rights of ownership that differ from this section; in such event, the Parties agree that this section will be amended accordingly.

(b) *Liens.* The Town will not permit any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Town under this Section, but if any such lien is filed or established and the Town first notifies, or causes to be notified, the County of the Town's intention to do so, the Town may in good faith contest any lien filed or established against the Leased Property and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the County with full security against any loss or forfeiture which might arise from the nonpayment of any such item. The County will cooperate fully in any such contest on the request and at the expense of the Town.

Except as provided in this Article and except as the County may consent thereto within its sole discretion, the Town shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property. Except as provided in this Article, the Town shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim for which it is responsible, if the same shall arise at any time; provided that the Town may contest such liens, charges, encumbrances, or claims if it desires to do so. The Town shall reimburse the County for any expense incurred by the County in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 7.4 County's Cooperation. The County shall cooperate fully with the Town in filing any proof of loss or taking any other action under this Lease. Neither the County nor the Town may voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Leased Property without the other's written consent.

Section 7.5 Advances; Performance of Obligations. If the Town fails to take any action required of it under this Lease, then the County may (but is under no obligation to) perform such obligation. The Town agrees to reimburse the County for its costs incurred in connection with performing such obligation.

ARTICLE VIII DISCLAIMER OF WARRANTIES; OTHER COVENANTS

Section 8.1 Disclaimer of Warranties. THE COUNTY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR A PARTICULAR USE OF THE LEASED PROPERTY OR ANY PART THEREOF OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY OR ANY PART THEREOF. The County is not liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by anyone of any item, product or service provided for herein.

Section 8.2 Further Assurances; Corrective Instruments. The Town and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be, or for otherwise carrying out the intention hereof.

Section 8.3 Town and County Representatives. Whenever under the provisions hereof the approval of the Town or the County is required to take some action at the request of the other, unless otherwise provided, such approval or such request is to be given for the Town by the Town Representative and for the County by the County Representative, and the Town and the County are authorized to act on any such approval or request of such representative of the other.

Section 8.4 Compliance with Requirements. During the Lease Term, the Town and the County shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the Leased Property or any portion thereof (or be diligently and in good faith contesting such orders), and all current and future requirements of all insurance companies' written policies covering the Leased Property or any portion thereof.

ARTICLE IX TITLE TO LEASED PROPERTY; LIMITATIONS ON ENCUMBRANCES

Except for personal property purchased by the Town at its own expense, any and all additions and modifications to or replacements of any portion of the Leased Property shall become a part of the said property, except as the Parties may agree to the contrary in a future written agreement. This section shall apply notwithstanding (a) the occurrence of any event of damage, destruction, condemnation or construction or title defect; or (b) the violation by the County of any provision of this Lease. The County will not voluntarily create any liens or encumbrances on any portion of the Leased Property without the Town's consent.

The Town has no right, title or interest in the Leased Property or any additions and modifications to or replacements of any portion of the Leased Property, except as expressly set forth in this Lease or as the Parties shall hereafter agree in a future written agreement.

ARTICLE X
SUBLEASING AND INDEMNIFICATION

Section 10.1 *Town's Subleasing.* The Town may not assign or sublease the Leased Property, in whole or in part, without the prior written consent of the County.

Section 10.2 *Indemnification.* To the extent permitted by law, the Town agrees to indemnify and save the County, its officers, employees and agents harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the operation or management of the Leased Property by the Town during the Lease Term, including any claims arising from: (a) any condition of the Leased Property, (b) any act of negligence of the Town or of any of its agents, contractors or employees or any violation of law by the Town or breach of any covenant or warranty by the Town hereunder; or (c) the incurrence of any cost or expense in connection with the construction and other accomplishment of the renovations to the Property. The Town further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto. The Parties agree to notify each other promptly upon notice obtained by either Party of any action or proceeding brought in connection with any claims arising out of circumstances described in (a), (b) or (c) above.

ARTICLE XI
EVENTS OF DEFAULT

Section 11.1 *Events of Default.* Each of the following is an "*Event of Default*" under this Lease and the term "*Default*" means, whenever it is used in this Lease, any one or more of the following events:

(a) The Town's or the County's failure to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the defaulting party by the non-defaulting party, unless the non-defaulting party agrees in writing to an extension of such time before its expiration; but if the failure stated in such notice cannot be corrected within the applicable period, the non-defaulting party shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the defaulting party within the applicable period and diligently pursued until such failure is corrected and, further, if by reason of any event or occurrence constituting force majeure the defaulting party is unable in whole or in part to carry out any of its agreements contained herein (other than its obligations contained in Section 6.2 or 8.1 hereof), the defaulting party shall not be deemed in default during the continuance of such event or occurrence.

(b) The dissolution or liquidation of the Town or the County or the voluntary initiation by the Town or the County of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Town or the County of any such proceeding which shall remain undismissed for 60 days, or the entry by the Town or

the County into an agreement of composition with creditors or the Town's or the County's failure generally to pay its debts as they become due.

Section 11.2 Remedies on Default. Whenever any Event of Default has happened and is continuing, the non-defaulting party may terminate this Lease or take whatever action at law or in equity may appear necessary or desirable, including the appointment of a receiver, to collect the amounts then due, or to enforce performance and observance of any obligation, agreement or covenants under this Lease.

Section 11.3 No Remedy Exclusive. No remedy herein conferred on or reserved is intended to be exclusive, and every such remedy is cumulative and in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing on any default impairs any such right or power, and any such right and power may be exercised from time to time as may be deemed expedient. It is not necessary to give any notice in order to be entitled to exercise any remedy reserved in this Article XI, other than such notice as may be required in this Article XI.

Section 11.4 Waivers. If any agreement contained herein is breached by either party and thereafter waived by the other party, such waiver is limited to the particular breach so waived and will not be deemed to waive any other breach hereunder. A waiver of an event of default under the Contract shall constitute a waiver of any corresponding Event of Default under this Lease; provided that no such waiver shall extend to or affect any subsequent or other Event of Default under this Lease or impair any right consequent thereon.

Section 11.5 Waiver of Appraisal, Valuation, Stay, Extension and Redemption Laws. The Town and County agree, to the extent permitted by law, that in the case of a termination of the Lease Term by reason of an Event of Default, neither the Town nor the County nor any one claiming through or under either of them shall or will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement of any remedy provided hereunder; and the Town and the County, for themselves and all who may at any time claim through or under either of them, each hereby waives, to the full extent that it may lawfully do so, the benefit of such laws.

ARTICLE XII MISCELLANEOUS

Section 12.1 Notices. All notices, certificates or other communications hereunder are sufficiently given if given by United States mail in certified form, postage prepaid, and will be deemed to have been received five Business Days (as defined in the Indenture) after deposit in the United States mail in certified form, postage prepaid, as follows:

- (a) If intended for the County, addressed to it at the following address:

County of Macon, North Carolina
5 West Main Street
Courthouse
Franklin, North Carolina 28734
Attention: Finance Director

(b) If intended for the Town, addressed to it at the following address:

Town of Franklin
95 E. Main Street
Franklin, North Carolina 28734
Attention: Town Manager

Section 12.2 *Binding Effect.* This Lease is binding on and inures to the benefit of the Town and the County, subject, however, to the limitations contained in Article XI.

Section 12.3 *Net Lease.* This Lease is a “*net lease*,” and the Town shall pay absolutely net during the Lease Term all other payments required hereunder, free of any deductions, and without abatement or setoff.

Section 12.4 *Payments Due on Non-Business Days.* If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease, is not a Business Day, such payment may be made or act performed or right exercised on the next succeeding day that is a Business Day with the same force and effect as if done on the nominal date provided in this Lease.

Section 12.5 *Severability.* If any provision of this Lease, other than the requirement of the County to provide quiet enjoyment of the Leased Property, is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12.6 *Execution in Counterparts.* This Lease may be simultaneously executed in several counterparts, each of which is an original and all of which constitute but one and the same instrument.

Section 12.7 *Applicable Law.* This Lease is governed by and to be construed in accordance with the laws of the State of North Carolina.

Section 12.8 *Captions.* The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

Section 12.9. *Amendments and Further Instruments.* The County and the Town may, from time to time, execute and deliver such amendments to this Lease and such further instruments as may be required or desired for carrying out the expressed intention of this Lease.

Section 12.10 *Memorandum of Lease.* The County and the Town shall, on or before the Closing Date, file this Lease or a memorandum of this Lease legally sufficient to comply with the relevant provisions of the North Carolina General Statutes with the Macon County Register of Deeds.

Section 12.11 *E-Verification.* The Parties shall comply with the requirements of G.S. Chapter 64, Article 2 (i.e., E-Verify Requirements).

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their corporate names by their duly authorized officers, all as of the day and year first above written.

COUNTY OF MACON, NORTH CAROLINA

By: _____

James P. Tate
Chairman, Board of Commissioners

[SEAL]

Attest:

Derek Roland
Clerk to the Board of Commissioners

STATE OF NORTH CAROLINA)
)
COUNTY OF MACON)

I, a Notary Public of the County and State aforesaid, certify that Derek Roland (the "*Signatory*") personally came before me this day and acknowledged that he is the Clerk to the Board of Commissioners for the County of Macon, North Carolina and that by authority duly given and as the act of said County, the foregoing instrument was signed in its name by the Chairman of the Board of Commissioners of the County of Macon, North Carolina and attested by him as Clerk to said Board of Commissioners.

I certify that the Signatory personally appeared before me this day, and
(check one of the following)

_____ (I have personal knowledge of the identity of the Signatory); or

_____ (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:
(check one of the following)

___ a driver's license or
___ in the form of _____); or

_____ (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this the _____ day of _____, 2018.

Notary Public

Print: Name: _____
[Note: Notary Public must sign exactly as on notary seal]

My Commission Expires: _____
☞ [NOTARY SEAL] **(MUST BE FULLY LEGIBLE)**

[COUNTERPART SIGNATURE PAGE TO THE LEASE]

EXHIBIT A

LEGAL DESCRIPTION OF THE LEASED PROPERTY

Lands lying and being in the Town of Franklin, Franklin Township, Macon County, North Carolina, and being more particularly described as the "County Square" within the Town of Franklin, and said property being more particularly described as follows:

BEGINNING at a point on the North edge of the sidewalk on the North side of Main Street in the Town of Franklin where the same intersects with the East line of the square; runs thence with the North side of said sidewalk in a Westerly direction to the East margin of Iotla Street; thence Northerly with the East Margin of Iotla Street to its point of intersection with the South margin of the service road leading to the parking lot behind Outdoor 76; thence in an Easterly direction with the South margin of said access road to the Northeast Corner of the square; thence with the east line of the square property in a Southerly direction to the point of BEGINNING.

PREAUDIT CERTIFICATE

This Instrument has been pre-audited as required by the Local Budget and Fiscal Control Act.

This the ____ day of May, 2018.

Macon County Finance Officer

PREAUDIT CERTIFICATE

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

This the ____ day of May, 2018.

Town of Franklin Finance Officer

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 10, 2018

DEPARTMENT/AGENCY: Public Health

SUBJECT MATTER: Fiscal Year 2018-19 billing and collection policies and fee schedules

COMMENTS/RECOMMENDATION:

Attached please find three documents: (1) the Billing and Collection Policies for Public Health for Fiscal Year 2018-19, (2) the agency's fee schedule and (3) an internal policy regarding the refund of fees charged by the Environmental Health Department. Public Health Director Jim Bruckner will be at the meeting to present these documents and to answer questions.

Attachments 3 Yes No

Agenda Item 11A

MACON COUNTY PUBLIC HEALTH

**FY 187-
198**

**Billing and Collection Policies
And
Fee Schedules**

Effective

**Presented to and Approved by Board of Health on _____
Presented to and Approved by Board of Commissioners on _____**

MACON COUNTY PUBLIC HEALTH

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 LA W 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 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**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.

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; 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 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; 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 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 proof 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.

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- 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 60%. Sliding fee discount is based on 250% of federal poverty.

Eligibility:

- Resident of Macon County between the ages of 21- 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

Health education/health training programs/services are provided to individuals and/or groups.

Eligibility:

- No Restrictions/Requirements

EXAMPLES

- **Cardiopulmonary resuscitation (CPR)**

- **Automated external defibrillators(AED)**
- **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 Classes are offered for a fee Pre-registration and pre-payment are required. Fees for the specific educational components are based on current American Red Cross pricing.

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, 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. Medicaid or Medicaid eligible consumers may be 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

MNT Services:

Macon County Public Health offers Medical Nutrition Therapy services. The registered dietitians are credentialed and certified providers with some third party payers. 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

Unlike other health department fees, Environmental Health fees are determined at the will of the Boards of Health and County Commissioners. Environmental Health fees from other counties are taken into consideration. Exception, water testing fees are determined based on actual costs for supplies/test kits. Fees for Environmental Health Services are collected at time of application.

REFUND POLICY: Attached

ANIMAL SERVICES

Unlike other health department fees, Animal Service fees are determined at the will of the Boards of Health and County Commissioners. Animal Service fees from other counties are taken into consideration. Fees for Animal Services are due at time of Service.

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, Child Health, 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.

Macon County Public Health Fee Schedule

Code	Modifier	Description	Current Fees
J0133		Doxycycline/Acyclovir	0
J0456		Azithromax	0
J0561		Bicillin	.25/unit
J0696		Ceftriazone	2.50/unit
J1050		Injection, Medroxyprogesterone Acetate, 150 MG (.34 per unit)	20.00
J1100		Injection, Dexamethasone sodium phosphate	10.00
J1725		17P Injection	21.00
J2790		Rho (D) Immune Globulin (Rhlg), full dose, 300mcg	134.00
J7297		Liletta	50.00
J7298		Mirena (replaces J7302)	350.00
J7298	UD	Mirena IUD - Medicaid	311.00
J7300		Intrauterine copper contraceptive device, Paragard T380A	250.00
J7300	UD	Intrauterine copper contraceptive device, Paragard T380A	250.00
J7301		Skyla IUD small frame	800.00
J7301	UD	Skyla IUD small frame - Medicaid	376.00
J7302		Levonorgestrel-releasing intrauterine contraceptive system, 52 mg (Mirena)	528.00
J7307		Nexplanon	500.00
J7307	UD	Nexplanon	364.00
Q9984		Kyleena IUD - hormone releasing	900.00
Q9984	UD	Kyleena IUD - hormone releasing - Medicaid	543.00
S0030		Metronidazole	0.00
2000F		BPV Measurement of ocular blood flow with interpretation	5.00
11200		Removal of skin tags, up to 15 lesions	70.00
11201		Removal of skin tags each additional 10 lesions	28.00
11400		Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), trunk, arms, or legs; excised diameter 0.5 cm or less	115.00
11401		Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), trunk, arms, or legs; excised diameter 0.6 cm to 1.0 cm	135.00
11402		Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), trunk, arms, or legs; excised diameter 1.1 cm to 2.0 cm	152.00
11403		Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), trunk, arms, or legs; excised diameter 2.1 cm to 3.0 cm	176.00
11404		Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), trunk, arms, or legs; excised diameter 3.1 cm to 4.0 cm	194.00

11406	Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), trunk, arms, or legs; excised diameter over 4.0	232.00
11420	Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), scalp, neck, hands, feet, genitalia; excised diameter 0.5 cm or less	110.00
11421	Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), scalp, neck, hands, feet, genitalia; excised diameter 0.6 to 1.0 cm	142.00
11422	Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), scalp, neck, hands, feet, genitalia; excised diameter 1.1 cm to 2.0 cm	158.00
11423	Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), scalp, neck, hands, feet, genitalia; excised diameter 2.1 cm to 3.0 cm	192.00
11424	Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), scalp, neck, hands, feet, genitalia; excised diameter 3.1 cm to 4.0 cm	218.00
11426	Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), scalp, neck, hands, feet, genitalia; excised diameter over 4.0 cm	291.00
11440	Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), face, ears, eyelids, nose, lips, mucous membrane; excised diameter 0.5 cm or less	132.00
11441	Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), face, ears, eyelids, nose, lips, mucous membrane; excised diameter 0.6 cm to 1.0 cm	157.00
11442	Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), face, ears, eyelids, nose, lips, mucous membrane; excised diameter 1.1 cm to 2.0 cm	174.00
11443	Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), face, ears, eyelids, nose, lips, mucous membrane; excised diameter 2.1 cm to 3.0 cm	219.00
11444	Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), face, ears, eyelids, nose, lips, mucous membrane; excised diameter 3.1 cm to 4.0 cm	272.00
11446	Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), face, ears, eyelids, nose, lips, mucous membrane; excised diameter over 4.0 cm	333.00
12001	Simple repair of superficial wounds of scalp, neck, axillae, external genitalia, trunk, and/or extremities (including hands and feet); 2.5 cm or less	147.00
12002	Simple repair of superficial wounds of scalp, neck, axillae, external genitalia, trunk, and/or extremities (including hands and feet); 2.6 cm to 7.5 cm	159.00
12004	Simple repair of superficial wounds of scalp, neck, axillae, external genitalia, trunk, and/or extremities (including hands and feet); 7.6 cm to 12.5 cm	184.00

12005	Simple repair of superficial wounds of scalp, neck, axillae, external genitalia, trunk, and/or extremities (including hands and feet); 12.6 cm to 20.0 cm	228.00
12006	Simple repair of superficial wounds of scalp, neck, axillae, external genitalia, trunk, and/or extremities (including hands and feet); 20.1 cm to 30.0 cm	298.00
12007	Simple repair of superficial wounds of scalp, neck, axillae, external genitalia, trunk, and/or extremities (including hands and feet); over 30.0 cm	331.00
12011	Simple repair of superficial wounds of face, ears, eyelids, nose, lips, and/or mucous membranes (including hands and feet); 2.5 cm or less	153.00
12013	Simple repair of superficial wounds of face, ears, eyelids, nose, lips, and/or mucous membranes (including hands and feet); 2.6 cm to 5.0 cm	171.00
12014	Simple repair of superficial wounds of face, ears, eyelids, nose, lips, and/or mucous membranes (including hands and feet); 5.1 cm to 7.5 cm	200.00
12015	Simple repair of superficial wounds of face, ears, eyelids, nose, lips, and/or mucous membranes (including hands and feet); 7.6 cm to 12.5 cm	250.00
12016	Simple repair of superficial wounds of face, ears, eyelids, nose, lips, and/or mucous membranes (including hands and feet); 12.6 cm to 20.0 cm	304.00
12017	Simple repair of superficial wounds of face, ears, eyelids, nose, lips, and/or mucous membranes (including hands and feet); 20.1 cm to 30.0 cm	394.00
12018	Simple repair of superficial wounds of face, ears, eyelids, nose, lips, and/or mucous membranes (including hands and feet); over 30.0 cm	476.00
12020	Treatment of superficial wound dehiscence; simple closure	202.00
12021	Treatment of superficial wound dehiscence; with packing	148.00
11981	Nexplanon insertion	65.00
11982	Nexplanon removal	80.00
11983	Nexplanon removal with reinsertion	145.00
54050	Destroy Penis Lesion(s) - Simple Chemical	228.00
54065	Destruction Penis Lesion(s) - Extensive Cryosurgery	387.00
56501	TCA Vulva	229.00
56515	Destroy Vulva Lesion(s) - Complex	394.00
57170	Diaphragm fitting with instructions	91.00
57452	Colposcopy of the cervix including upper/adjacent vagina	191.00
57454	Colposcopy of the cervix including upper/adjacent vagina w/biopsy of cervix or endocervical curettage	269.00
57455	Colposcopy of cervix including upper/adjacent vagina w/biopsy of cervix	253.00
57456	Colposcopy of the cervix including upper/adjacent vagina w/endocervical curettage	239.00
58100	Endometrial sampling (biopsy) with or without endocervical sampling (biopsy), without cervical dilation, any method (separate procedure)	109.00
58300	Insert intrauterine device	132.00
58301	Removal of IUD	169.00

59025	Fetal Non-Stress Test	62.00
59425	Prenatal visits: 4 to 6 visits	1000.00
59426	Prenatal visits: 7 or more visits	1300.00
59430	After Delivery Care	121.00
69210	Remove impacted ear wax	86.00
86580	TB Test	6.00
86580P	TB Test - Patient Pay	6.00
G0008	Administration Fee - Flu Shot (Medicare)	14.00
G0009	Administration Fee - Pneumonia Shot (Medicare)	14.00
G0010	Administration Fee - Hep B (Medicare)	14.00
Q2038	Influenza vaccine quadrivalent 6-36 months	16.00
Q2037	Flu Virus Vaccine (Fluvirin) Medicare	16.00
Q2038	Flu Virus Vaccine (Fluzone) Medicare	16.00
Q2039	Flu Virus Vaccine (Unspecified) Medicare	16.00
90471	Vaccine Administration Fee	14.00
90472	Vaccine Administration Fee-Each Additional	14.00
90473	Immunization administration by intranasal or oral route; one vaccine (single or combination vaccine/toxoid)	20.00
90474	Each additional intranasal or oral route vaccine (single or combination vaccine/toxoid)	20.00
90620	Meningococcal B (recombinant protein serogroup B, 2 dose)	145.00
90621	Meningococcal B (recombinant lipoprotein serogroup B 3 dose)	160.00
90632	Hep A - Adult	51.00
90633	Hep A - Pediatric	35.00
90636	Twinrix Vaccine	81.00
90645	Hib - child - HbOC 4 dose schedule	31.00
90646	Hib - Adult - booster only	31.00
90647	Hib - PRP_OMP 3 dose schedule	31.00
90648	Hib - child - PRP-T 4 dose schedule	59.00
90649	Gardasil (HPV)	190.00
90650	HPV bivalent 2vHPV (Cervarix)	137.00
90651	HPV 9 3 dose	205.00
90657	Flu Shot (6-35 months)	11.00
90658	Flu Shot (3 yrs & >)	11.00
90660	Flumist - State Supplied	
90662	Fluzone High Dose (65 & >)	36.00
90670	Prevnar	189.00
90672	Quadrivalent Flu Mist	40.00
90675	Rabies Vaccine - Exposure	285.00
90676	Rabies Vaccine - Preventive	305.00

90680	Rotateq		92.00
90681	Rotarix		115.00
90685	Influenza virus vaccine, quadrivalent, split virus, preservative free, when administered to children 6-35 months of age, for intramuscular use		16.00
90686	Influenza virus vaccine, quadrivalent, split virus, preservative free, when administered to individuals 3 years of age and older, for intramuscular use		16.00
90687	Influenza virus vaccine, quadrivalent, split virus, when administered to children 6-35 months of age, for intramuscular use		16.00
90688	Influenza virus vaccine, quadrivalent, split virus, when administered to individuals 3 years of age and older, for intramuscular use		16.00
90691	Typhoid Vaccine		98.00
90696	Kinrix - (DTaP-IPV)		106.00
90698	Pentacel - (DTaP-IPV/Hib)		130.00
90700	DTAP		31.00
90702	DT - Diphtheria Tetanus		58.00
90707	MMR		75.00
90710	MMRV (Proquad)		210.00
90713	IPV		36.00
90714	Td		39.00
90716	Varicella Vaccine		131.00
90715	Tdap		41.00
90717	Yellow Fever Vaccine		125.00
90723	Pediarix - (DTaP- HepB-IPV)		75.00
90732	Pneumonia Vaccine		97.00
90733	Meningococcal		118.00
90734	Menactra		116.00
90736	Zostavax (Shingles Vaccine)		230.00
90738	Japanese Encephalitis Vaccine		296.00
90744	Hep B - Pediatric		37.00
90746	Hep B - Adult		50.00
90750	Shingrix		148.00
92552	Hearing Test		39.00
92567	Tympanometry		18.00
92587	Evoked otoacoustic emissions, limited (single stimulus level, either transient)		63.00
93000	EKG with Interpretation and Report		40.00
93010	EKG additional testing		30.00
96110	Developmental Screening		13.00
96127	Brief Emotional/Behavioral Assessment		7.00
96150	Health & Behavior Assessment, per 15 min, Initial		21.00
96151	Health & Behavior Assessment, per 15 min, re-assessment		20.00

96160	Administration of Patient-Focused Health Risk Assessment	6.00
96372	Therapeutic Injection	20.00
97802	Medical nutrition therapy; initial assessment and intervention, individual,	45.00
97803	Medical nutrition therapy; re-assessment and intervention, individual,	22.00
98967	Telephone Education, 15 min/unit	0.00
98960	Individual Education, face to face	0.00
98961	Group Education, face to face	0.00
99080	Special reports such as insurance forms & complete physical forms	15.00
99172	Visual Acuity Screening Test - Color	5.00
99173	Visual Acuity Screening Test	5.00
99201	Office Visit (OV) new patient (pt) minor-phys time approx. 10 minutes	83.00
99202	OV new pt, moderate-phys time approx 20 minutes	124.00
99203	OV new pt, moderate-phys time approx 30 minutes	180.00
99204	OV new pt, complex-phys time approx 45 minutes	280.00
99205	OV new pt, severe-phys time approx 60 minutes	326.00
99211	OV established (estab) pt, minimal w/wo phys, time approx 5 min (inc limited specialty PE)	43.00
99212	OV estab. pt, minor-phys time approx 10 min. (inc. Employment PE)	72.00
99213	OV estab. pt, moderate. phys time approx 15 min. (inc. DOT PE)	121.00
99214	OV estab. pt, severe. phys time approx 25 min.	209.00
99215	OV estab. pt, severe. phys time approx 40 min.	262.00
99381	New Patient (NP) physical exam: < 1 year	211.00
99382	NP physical exam: 1 to 4 Years	227.00
99383	NP physical exam: 5 to 11 years	226.00
99384	NP physical exam: 12 to 17 years	249.00
99385	NP physical exam: 18 to 39 years	242.00
99386	NP physical exam: 40 to 64 years	287.00
99387	NP physical exam: 65 years and over	310.00
G0438	Initial Visit: Medicare Only Once in a lifetime	310.00
99391	Established Patient (EP) physical exam: < 1 year	200.00
99392	EP physical exam: 1 to 4 years	200.00
99393	EP physical exam: 5 through 11 years	200.00
99394	EP physical exam: 12 to 17 years	216.00
99395	EP physical exam: 18 to 39 years	217.00
99396	EP physical exam: 40 to 64 years	242.00
99397	EP physical exam: 65 years and older	250.00
G0439	Medicare Subsequent Annual Wellness Visit	250.00
99406	Tobacco Education (3-10 min)	13.00
99407	Tobacco Education over 10 min	25.00
99408	Substance Abuse	31.00

99409	Substance Abuse over 30 min	63.00
99420	Additional Assessments	9.00
99495	Transitional care management services/moderate	121.00
99496	Transitional care management services/high	209.00
99497	Advance care planning first 30 min	180.00
99498	Advance care planning additional 30 minutes	180.00
99499	Other Evaluation and Management Services (Replaced LU202)	25.00
99412	Preventive medicine, group counseling, appx 60 minutes	91.00
D0120	Periodic oral evaluation	38.00
D0140	Limited oral evaluation - problem focused	66.00
D0145	Oral Evaluation, pt < 3yrs	48.00
D0150	Comprehensive oral evaluation - new or established patient	69.00
D0160	Detailed and extensive oral evaluation - problem focused, by report	100.00
D0170	Re-evaluation - limited, problem focused (established patient; not post-op)	44.00
D0210	Intraoral - complete series (including bitewings)	141.00
D0220	Intraoral - periapical first film	30.00
D0230	Intraoral - periapical each additional film	24.00
D0240	Intraoral - occlusal film	32.00
D0250	Extraoral - first film	42.00
D0260	Extraoral - each additional film	35.00
D0270	Bitewing - single film	22.00
D0272	Bitewings - 2 films	36.00
D0273	Bitewings - 3 films	50.00
D0274	Bitewings - 4 films	63.00
D0330	Panoramic film	116.00
D1110	Prophylaxis - adult	81.00
D1120	Prophylaxis - child	56.00
D1201	Topical Fluoride w/ Prophylaxis	82.00
D1205	Topical Fluoride w/ Prophylaxis	82.00
D1206	Topical fluoride varnish; therapeutic application for moderate to high caries risk patients	51.00
D1208	Topical application of fluoride (prophylaxis not included)	35.00
D1351	Sealant - per tooth	44.00
D1510	Space maintainer - fixed - unilateral	283.00
D1515	Space maintainer - fixed - bilateral	395.00
D1555	Remove Fix Space Maintainer	51.00
D2140	Amalgam - 1 surface, primary or permanent	95.00

D2150	Amalgam - 2 surfaces, primary or permanent	123.00
D2160	Amalgam - 3 surfaces, primary or permanent	149.00
D2161	Amalgam - 4 or more surfaces, primary or permanent	181.00
D2330	Resin-based composite - 1 surface, anterior	118.00
D2331	Resin-based composite - 2 surfaces, anterior	150.00
D2332	Resin-based composite - 3 surfaces, anterior	184.00
D2335	Resin-based composite - 4 or more surfaces or involving incisal angle (anterior)	217.00
D2336	Resin based composite - 1 surface pstr perm	138.00
D2391	Resin-based composite - 1 surface, posterior	138.00
D2392	Resin-based composite - 2 surfaces, posterior	180.00
D2393	Resin-based composite - 3 surfaces, posterior	223.00
D2394	Resin-based composite - 4 or more surfaces, posterior	275.00
D2751	Crown, non-precious metal (porcelain)	1,000.00
D2910	Recement inlay/onlay or part	25.00
D2920	Recement Crown	28.00
D2930	Prefabricated stainless steel crown - primary tooth	223.00
D2940	Sedative filling	85.00
D2950	Core buildup, including any pins	194.00
D2951	Pin retention - per tooth, in addition to restoration	48.00
D3220	Therapeutic pulpotomy (excluding final restoration)	138.00
D3310	Root canal therapy - anterior (excluding final restoration)	572.00
D3320	Root canal therapy - bicuspid (excluding final restoration)	700.00
D3330	Root canal therapy - molar (excluding final restoration)	869.00
D4211	Gingivectomy or gingivoplasty 1 to 3 contiguous teeth/quadrant	182.00
D4341	Periodontal scaling and root planing 4 or more contiguous teeth	198.00
D4342	Periodontal scaling and root planing 1 to 3 teeth/quadrant	188.00
D4355	Full mouth debridement to enable comprehensive evaluation and diagnosis	146.00
D4910	Periodontal Maintenance	98.00
D5110	Complete Denture - Maxillary	1138.00
D5120	Complete Denture - Mandibular	1138.00
D5130	Immediate Denture - Maxillary	1234.00
D5140	Immediate Denture - Mandibular	1234.00
D5211	Maxillary Partial Denture - Resin Base	844.00
D5212	Mandibular Partial Denture - Resin Base	844.00
D5213	Maxillary partial denture - cast metal framework resin base	1230.00
D5214	Mandibular Partial Denture - cast metal framework resin base	1230.00
D5410	Adjust Complete Denture Maxillary	62.00
D5411	Adjust Complete Denture Mandibular	62.00
D5421	Adjust Partial Denture Maxillary	62.00

D5422	Adjust Partial Denture Mandibular	62.00
D5510	Repair Broken Complete Denture	150.00
D5520	Replace Missing or Broken Tooth	128.00
D5610	Repair Resin Denture Base	150.00
D5640	Replace Broken Teeth	128.00
D5650	Add tooth to existing partial denture	156.00
D5660	Add clasp to existing partial denture	234.00
D5730	Reline Complete Maxillary Denture	264.00
D5731	Reline Complete Mandibular Denture	264.00
D5740	Reline Maxillary Partial Denture	258.00
D5741	Reline Mandibular Partial Denture	258.00
D6930	Recement bridge	88.00
D7111	Extraction, coronal remnants - deciduous tooth	92.00
D7140	Extraction, erupted tooth or exposed root	123.00
D7210	Surgical removal of erupted tooth	217.00
D7220	Removal of impacted tooth - soft tissue	271.00
D7230	Removal of impacted tooth - partially bony	354.00
D7240	Removal of impacted tooth - completely bony	424.00
D7250	Surgical removal of residual tooth roots (cutting procedure)	234.00
D7310	Alveoloplasty in conjunction with extractions - 4 or more tooth spaces, per quadrant	223.00
D7311	Alveoloplasty in conjunction with extractions 1 to 3 tooth spaces	190.00
D7320	Alveoloplasty not in conjunction with extractions - 4 or more tooth spaces, per quadrant	364.00
D7321	Alveoloplasty not in conjunction with extractions - 1 to 3 tooth spaces, per quadrant	308.00
D7410	Excision of benign lesion up to 1.25 cm	177.56
D7510	Incision and drainage of abscess - intraoral soft tissue	241.00
D7530	Removal of foreign body from mucosa, skin, or subcutaneous tissue	250.00
D9110	Palliative (emergency) treatment of dental pain - minor procedure	97.00
D9940	Occlusal Bite Guard	400.00
LU401	MI Paste	12.25
99499	Lice Treatment	
S9982	Copy of Medical Records (per sheet charge not to exceed \$15.00)	0.25
99402	HIV Post-Test Results	
T1001	TB Screening Form	10.00
86580	PPD given, high risk (State Supplied)	0.00
3510F	PPD, positive result, contact	
3510F	PPD, negative result, contact	

3510F	PPD, positive result, low risk		
3510F	PPD, negative result, low risk		
LU121	TB Directly Observed Therapy (DOT)		
LU122	TB Directly Observed Preventive Therapy (DOPT)		
LU123	PPD, not read, contact		
LU124	PPD, not read, low risk		
3510F	PPD, positive result, high risk		
3510F	PPD, negative result, high risk		
3510F	PPD, not read, high risk		
LU265	Treatment of LTBI initiated, high risk		
LU266	Treatment of LTBI, initiated, low risk		
LU267	Treatment of LTBI, initiated, contact		
LU268	Treatment of LTBI completed, high risk		
LU269	Treatment of LTBI completed, low risk		
LU270	Treatment of LTBI completed, contact		
LU271	Treatment of LTBI incomplete		
LU272	Treatment of LTBI incomplete, low risk		
LU273	Treatment of LTBI incomplete, contact		
LU274	PPD given, contact		
S9981	Miscellaneous Services (ex. Medical records payment from Disability Determination, shipping charges)		15.00
LU402	Medicaid Co-Payment		3.00
G0431	Hair Drug Testing		100.00
H0049	Expanded Hair Drug Testing		110.00
S0280	Medical home program, comprehensive care coordination and planning, Initial Plan		50.00
S0281	Med home prog, comp care coord and planning, main. of plan. (postpartum)		150.00
T1002	RN Services		20.00
EDUCATION SERVICES			
G0108	DSMT (Individual) 1/2 Hour Units		54.00
G0109	DSMT (Group) 1/2 Hour Units		19.00
G0447	Face To Face Behavioral Counseling for Obesity, Individual, 15 min un		25.00
G0473	face To Face Behavioral Counseling for Obesity, Group, 30 min un		25.00
O430T	Diabetes Prevention Program		60.00
97802	MNT Individual/Initial (15 Min Units)		28.00
97803	MNT Re-Check/Individual (15 Min Units)		24.00
S9465	Diabetic management program, dietician visit (BCBS)		35.00
S9470	Nutritional counseling, dietician visit (BCBS)		35.00
	Baby Think It Over 4 Classes		350.00

	Body Fat Monitor & Calipers	10.00
	Body Fat Testing by Calipers	7.00
	Body Fat Testing by Monitor	5.00
	BTIO Keys	6.00
	Challenge Course	10.00
	CPR Breathing Barriers	6.00
	Adult 1st Aid / CPR / AED	90.00
	CPR w/AED (Adult & Child) - ELIMINATED	0.00
	Adult CPR/AED	70.00
	Adult & Pediatric CPR/AED	90.00
	Pediatric CPR/AED	70.00
	CPR w/AED (Child) + Infant CPR + FAB - ELIMINATED	0.00
	CPR w/AED (Adult & Child) + FAB - ELIMINATED	0.00
	Adult & Pediatric 1st Aid/CPR/AED	110.00
	First Aid-Basic	70.00
	Healthy Heart Screening	35.50
S9445	Individual Health Education	20.00
	Life Worksite Wellness (A)	40.00
	Life Worksite Wellness (B)	37.50
	Life Worksite Wellness (C)	35.00
	Life Worksite Wellness (D)	32.50
	Life Worksite Wellness (E)	30.00
	Locking Clips	1.00
	Face Shield	2.00

LABORATORY

36415	ROUTINE VENIPUNCTURE	9.00
36416	CAPILLARY BLOOD DRAW	4.00
80048	BMP- METABOLIC PANEL TOTAL CA	27.00
80050	GENERAL HEALTH PANEL	74.00
80051	ELECTROLYTE PANEL	29.00
80053	CMP - COMPREHEN METABOLIC PANEL	29.00
80055	PRENATAL - OBSTETRIC PANEL	57.00
80061	LIPID PANEL	30.00
80069	RENAL FUNCTION PANEL	29.00
80074	HEPATITIS PANEL- ACUTE (A,B,C)	46.00
80076	HEPATIC FUNCTION PANEL	27.00
G0431	DRUG SCREEN, QUALITATE/MULTI w/ confirmation (Replaces 80100)	50.00
80335	AMITRIPTYLINE (Replaces 80152)	43.00

80156	CARBAMAZEPINE, TOTAL- TEGRETOL	32.00
80157	TEGRETOL, FREE	70.00
80158	CYCLOSPORINE - BLOOD	43.00
80162	DIGOXIN	31.00
80164	VALPROIC ACID (DIPROPYLACETIC ACID)	30.00
80177	LEVETIRACETAM	38.00
80178	LITHIUM	31.00
80184	PHENOBARBITAL	39.00
80185	DILANTIN - PHENYTOIN, TOTAL	32.00
80188	PRIMIDONE- MYSOLINE (W/PHENOB)	41.00
80195	SIROLIMUS(RAPAMUNE) BLOOD	49.00
80197	TACROLIMUS	82.00
80198	THEOPHYLLINE	38.00
80299	QUANTITATIVE ASSAY DRUG	137.00
80300	DRUG SCREEN, QUALITATE/MULTI w/ confirmation (Replaces 80100)	50.00
80301	DRUG SCREEN MULTICHANNEL PER DATE OF SERVICE (Replaces 80100)	50.00
80302	DRUG SCREEN SINGLE DRUG EACH PROCEDURE (Replaces 80100)	50.00
80303	DRUG SCREEN THIN LAYER CHROMATOGRAPHY (Replaces 80100)	50.00
80304	DRUG SCREEN NOT OTHERWISE SPECIFIED (Replaces 80100)	50.00
80320	DRUG SCREEN - ALCOHOL (Replaces 80101)	73.00
80335	ANTIDEPRESSANTS, TRICYCLIC AND OTHER CYCLICALS 1 OR 2	40.00
80336	ANTIDEPRESSANTS, TRICYCLIC AND OTHER CYCLICALS 3-5	40.00
80337	ANTIDEPRESSANTS, TRICYCLIC AND OTHER CYCLICALS; 6 OR MORE	40.00
81001	URINALYSIS, AUTO W/SCOPE"	22.00
81002	URINALYSIS NONAUTO W/O SCOPE (P&G)	16.00
81003	URINALYSIS, AUTO, W/O SCOPE"	17.00
81025	URINE PREGNANCY TEST	19.00
81220	CYSTIC FIBROSIS GENE ANALYSIS (CFTR)	130.00
82024	ACTH	50.00
82040	ALBUMIN	29.00
82043	MICROALBUMIN / CREAT RATION - RANDOM URINE	34.00
82055	ALCOHOL - BLOOD (ETHANOL)	40.00
82075	ALCOHOL- BREATH ETHANOL	40.00
82085	ALDOLASE	28.00
82088	ALDOSTERONE	45.00
82103	ALPHA-1-ANTITRYPSIN, TOTAL"	32.00
82104	ALPHA-1-ANTITRYPSIN, PHENOTYPE	45.00
82105	ALPHA-FETOPROTEIN, SERUM"	30.00
82131	AMINO ACIDS, SINGLE QUANT"	45.00

82140	AMMONIA	38.00
82150	AMYLASE	30.00
82157	ANDROSTENEDIONE	46.00
82164	ANGIOTENSIN I ENZYME TEST	31.00
82175	ARSENIC	60.00
82232	BETA-2 MICROGLOBULIN SERUM	41.00
82239	BILE ACIDS, TOTAL	37.00
82247	BILIRUBIN, TOTAL"	29.00
82248	BILIRUBIN, DIRECT"	29.00
82274	FECAL OCCULT BLOOD,IMMUNOASSAY	50.00
82306	VITAMIN D	40.00
82308	CALCITONIN, SERUM	40.00
82310	CALCIUM	29.00
82330	CALCIUM- ionized	30.00
82340	CALCIUM IN URINE	31.00
82374	CARBON DIOXIDE-BLOOD	36.00
82375	CARBON MONOXIDE-BLOOD	38.00
82378	CEA-CARCINOEMBRYONIC ANTIGEN	33.00
82380	CAROTENE, BETA	37.00
82384	THREE CATECHOLAMINES	54.00
82390	CERULOPLASMIN	32.00
82435	CHLORIDE-BLOOD	29.00
82436	CHLORIDE- URINE	29.00
82465	CHOLESTEROL-BLD/SERUM	29.00
82491	CHROMOTOGRAPHY, QUANT, SING"	125.00
82495	CHROMIUM	50.00
82542	LAMOTRIGINE (LAMICTAL) SERUM	58.00
82507	CITRATE - urine 24 hour	45.00
82523	COLLAGEN CROSSLINKS	125.00
82530	CORTISOL, FREE - URINE 24 HOUR	37.00
82533	CORTISOL- TOTAL	31.00
82550	CPK TOTAL	25.00
82552	CPK ISOENZYMES	34.00
82553	CPK, MB FRACTION"	114.00
82565	CREATININE	25.00
82570	CREATININE- URINE 24 HOUR/RANDOM	30.00
82575	CREATININE CLEARANCE TEST	31.00
82595	CRYOGLOBULIN- semiquant, REFLEX	29.00
82607	VITAMIN B-12	30.00

82627	DEHYDROEPIANDROSTERONE- DHEAS	37.00
82668	ERYTHROPOIETIN	32.00
82670	ESTRADIOL	47.00
82672	ESTROGEN	45.00
82677	ESTRIOL	41.00
82705	FATS/LIPIDS, FECES, QUAL"	34.00
82710	FECAL FATS, QUANTITATIVE	41.00
82728	FERRITIN	26.00
82731	FETAL FIBRONECTIN	192.00
82746	FOLIC ACID SERUM	30.00
82784	GAMMAGLOBULIN IgA, IgD, IgG, IgM, each	30.00
82786	GAMMAGLOBULIN IgE	32.00
82941	GASTRIN, SERUM	35.00
82947	GLUCOSE, BLOOD QUANT"	18.00
82950	O'SULLIVAN GLUCOSE TEST	28.00
82951	GLUCOSE TOLERANCE TEST (GTT) 2HR	31.50
82952	GLUCOSE TOLERANCE TEST -ADDITIONAL specimen	11.00
82952	GTT-ADDED SAMPLES	11.00
82955	G6PD ENZYME- QUANT	35.00
82977	GGT	29.00
82985	GLYCATED PROTEIN	44.00
83001	FSH- GONADOTROPIN (FSH)	32.00
83002	LH - GONADOTROPIN (LH)	35.00
83010	HAPTOGLOBIN, QUANT"	34.00
83018	HEAVY METAL LEVEL	95.00
83020	SICKLE CELL TO STATE LAB	0.00
83021	HEMOGLOBIN CHROMOTOGRAPHY	86.00
83036	A1C Hgb - GLYCOSYLATED HEMOGLOBIN TEST	29.00
83090	HOMOCYSTEINE	57.00
83498	HYDROXY-PROGESTERONE, 17-d alpha	45.00
83516	IMMUNOASSAY NONANTIBODY	100.00
83520	IMMUNOASSAY RIA	100.00
83525	INSULIN	30.00
83527	INSULIN-FREE	33.00
83540	IRON	25.00
83550	IRON BINDING TEST	10.00
83615	LACTATE (LD) (LDH) ENZYME	29.00
83655	LEAD (adult)	29.00
83690	LIPASE	30.00

83695	LIPOPROTEIN(A)	36.00
83701	ELECTROPHORETIC SEP & QUANT WITH HR REFRACTION	45.00
83704	LIPOPROTEIN PARTICLES-QUANTITATION	75.00
83718	HDL- DIRECT LIPOPROTEIN	25.00
83721	LDL DIRECT - LIPOPROTEIN	29.00
83735	MAGNESIUM	25.00
83825	MERCURY	54.00
83835	METANEPHRINES- TOTAL - 24 HOUR URINE	49.00
83874	MYOGLOBIN- URINE OR SERUM QUANT	39.00
83880	BNP- T-TYPE NATRIURETIC PEPTIDE	68.00
83883	NEPHELOMETRY NOT SPEC	40.00
83891	MOECULE ISOLATE NUCLEIC	35.00
83894	MOECULE GEL ELECTROPHOR	26.00
83898	MOECULE NUCLEIC AMPLI, EACH"	26.00
83900	MOECULE NUCLEIC AMPLI 2 SEQ	30.00
83901	MOECULE NUCLEIC AMPLI ADDON	26.00
83909	SEPARATION+ID BY HIGH RESOLUTION	15.00
83912	GENETIC EXAMINATION	26.00
83914	MUTATION ID OLA/SBCE/ASPE	26.00
83921	ORGANIC ACID, SINGLE, QUANT"	125.00
83930	OSMOLALITY- BLOOD	31.00
83935	OSMOLALITY- URINE	31.00
83945	OXALATE -24 HR URINE	36.00
83970	PTH- PARATHYROID HORMONE-INTACT	31.00
83986	BODY FLUID ACIDITY Nitrazine paper	9.00
84066	PROSTATE ACID PHOSPHATASE	32.00
84075	ALKALINE PHOSPHATASE	29.00
84100	PHOSPHORUS- INORGANIC -SERUM	29.00
84105	PHOSPHORUS- INORGANIC - URINE	29.00
84132	POTASSIUM- SERUM	29.00
84133	POTASSIUM- URINE	31.00
84134	PREALBUMIN	33.00
84144	PROGESTERONE	35.00
84146	PROLACTIN	33.00
84153	PSA, TOTAL	30.00
84154	PSA, FREE	33.00
84155	PROTEIN - TOTAL/REFLECT SERUM	24.00
84156	PROTEIN, URINE RANDOM or 24 hour	29.00
84165	PROTEIN ELEC-PHOESIS, SERUM QUANT	30.00

84166	PROTEIN ELEC-PHORESIS/URINE/CSF	34.00
84207	VIT B6 - PLASMA	49.00
84244	RENIN	40.00
84295	SODIUM- SERUM	29.00
84300	SODIUM- URINE 24 HOUR	29.00
84305	SOMATOMEDIN	40.00
84402	TESTOSTERONE- FREE	52.00
84403	TESTOSTERONE- TOTAL	32.00
84425	VITAMIN B-1 THIAMINE	42.00
84436	T4- TOTAL THYROXINE	23.00
84439	T4- FREE THYROXINE	27.00
84443	TSH- THYROID STIM HORMONE	24.00
84445	TSI-THYROID STIMULATING IMMUNG	77.00
84446	VIT E - SERUM	37.00
84450	AST (SGOT) TRANSFERASE	29.00
84460	ALT (SGPT) ALANINE AMINO	29.00
84466	TRANSFERRIN	33.00
84478	TRIGLYCERIDES	29.00
84479	T3 or T4 UPTAKE or THBR	28.00
84480	T3- TRIIODOTHYRONINE (T3)	32.00
84481	T3-FREE ASSAY (FT-3)	34.00
84482	T3- REVERSE	49.00
84484	TROPONIN, QUANT TM	110.00
84520	BUN -UREA NITROGEN	29.00
84540	UREA NITROGEN -24 HR URINE	32.00
84550	URIC ACID- BLOOD	25.00
84560	URIC ACID- URINE	29.00
84585	VMA- URINE 24 HOUR	37.00
84590	VITAMIN A	40.00
84591	Vitamin B7 - Biotin	125.00
84597	VIT K - 1	200.00
84630	ZINC	30.00
84681	C-PEPTIDE	32.00
84702	HCG-QUANT SERUM	34.00
84703	HCG-QUAL SERUM	32.00
85002	BLEEDING TIME TEST	40.00
85004	WBC DIFFERENTIAL-AUTOMATED	27.00
85007	WBC DIFFERENTIAL- MANUAL bid smear	16.00
85014	HEMATOCRIT	18.00

85018	HEMOGLOBIN	18.00
85025	CBC W/AUTO DIFF WBC	26.00
85027	CBC COMPLETE (COMPONENT OF 80050)	24.00
85041	RBC COUNT AUTOMATED	31.00
85045	RETICULOCYTE COUNT AUTOMATED	29.00
85048	WBC-COUNT - BLOOD (LEUKOCYTE) AUTOMATED	29.00
85049	PLATELET COUNT AUTOMATED	29.00
85060	BLOOD SMEAR INTERPRETATION	30.00
85220	FACTOR V ACTIVITY	95.00
85240	FACTOR VIII ACTIVITY	95.00
85250	FACTOR IX ACTIVITY	95.00
85300	ANTITHROMBIN III TEST	51.00
85301	ANTITHROMBIN III ANTIGEN TEST	43.00
85302	PROTEIN C ANTIGEN	63.00
85303	PROTEIN C ACTIVITY	54.00
85305	PROTEIN S, TOTAL	61.00
85306	PROTEIN S FREE	61.00
85307	ACTIVATED PROTEIN C (ACP) RESISTANCE	55.00
85379	FIBRIN DEGRADATION, QUANT"	45.00
85384	FIBRINOGEN	30.00
85610	PT / INR PROTHROMBIN TIME	28.00
85613	RUSSELL VIPER VENOM, DILUTED"	54.00
85651	SED RATE, NONAUTOMATED"	29.00
85660	SICKLE CELL TEST-RBC REDUCTION-reflex fraction.	100.00
85670	THROMBIN TIME PLASMA	44.00
85705	THROMBOPLASTIN INHIBITION	75.00
85730	PTT- THROMBOPLASTIN TIME, PARTIAL"	28.00
85732	THROMBOPLASTIN TIME, SUBSTITUTION EA	75.00
86003	ALLERGEN SPECIFIC IgE QUANTITATIVE OR SEMIQUANTITATIVE	36.00
86038	ANA- ANTINUCLEAR ANTIBODIES-DIRECT	30.00
86060	ANTISTREPTOLYSIN O, TITER"	29.00
86140	C-REACTIVE PROTEIN	30.00
86146	BETA 2 GLYCOPROTEIN 1 ANTIBODIES, IGG, IGM - Replaces 86142	32.00
86141	C-REACTIVE PROTEIN, HS - CARDIAC	31.00
86147	CARDIOLIPIN ANTIBOD, each class	37.00
86160	COMPLEMENT, ANTIGEN"	33.00
86162	COMPLEMENT, TOTAL (CH50)"	31.00
86200	CCP-CYCLIC CITRUL...PEPTIDE AB	45.00
86215	DNASE (DEOXYRIBONUCLEASE) ANTIBODY	42.00

86225	DNA ANTIBODY- NATIVE OR DOUBLE STRAND	32.00
86226	DNA ANTIBODY, SINGLE STRAND"	45.00
86235	NUCLEAR ANTIGEN ANTIBODY-EXTRACTABLE	34.00
86255	FLUORESCENT ANTIBODY, SCREEN"	35.00
86256	FLUORESCENT ANTIBODY, TITER"	35.00
86300	CA IMMUNOASSAY TUMOR,	38.00
86300	CA 27.29 -IMMUNOASSAY TUMOR,	36.00
86301	CA 19-9- MMUNOASSAY TUMOR,	35.00
86304	CA 125- MUNOASSAY TUMOR,	33.00
86308	MONO- HETEROPHILE ANTIBODIES-QUALITATIVE	33.00
86334	IMMUNOFIX E-PHORESIS, SERUM"	27.00
86335	IMMUNIFIX E-PHORSIS/URINE/CSF	51.00
86336	INHIBIN A	20.00
86340	INTRINSIC FACTOR ANTIBODY	36.00
86359	T CELLS; TOTAL COUNT	35.00
86360	CD4 / CD8, ABSOLUTE COUNT/RATIO"	73.00
86376	MICROSOMAL ANTIBODY	31.00
86382	RABIES TITER - NEUTRALIZATION TEST, VIRAL	70.00
86431	RA -RHEUMATOID FACTOR, QUANT"	30.00
86480	TB- INTERFERON GOLD TEST	69.00
86580	TB INTRADERMAL TEST	21.00
86592	RPR- BLOOD SEROLOGY, QUALITATIVE"	28.00
86593	RPR-TITER BLOOD SEROLOGY, QUANT	30.00
86611	BARTONELLA ANTIBODY CAT SCRATCH	50.00
86617	LYME DISEASE ANTIBODY-CONFIRMATORY WB	58.00
86618	LYME DISEASE IGM ANTIBODY	45.00
86632	CHLAMYDIA IGM ANTIBODY	40.00
86644	CMV ANTIBODY- IGG	31.00
86645	CMV ANTIBODY, IGM"	33.00
86663	EPSTEIN-BARR ANTIBODY-EA EARLY ANTIGEN	30.00
86664	EPSTEIN-BARR ANTIBODY-EBNA NUCLEAR AG	30.00
86665	EPSTEIN-BARR ANTIBODY-VIRAL CAPSID(VCA)	30.00
86677	HELICOBACTER PYLORI - IGG QUANT	39.00
86689	HTLV/HIV WB CONFIRMATORY	70.00
86694	HERPES SIMPLEX TEST- TYPE 1 & 2 IGM	39.00
86695	HERPES SIMPLEX TYPE 1 IGG	41.00
86696	HERPES SIMPLEX TYPE 2	44.00
86701	HIV-1	33.00
86703	HIV-1/HIV-2, SCREENING	32.00

86704	HEP B CORE ANTIBODY, TOTAL"	32.00
86705	HEP B CORE ANTIBODY, IGM"	31.00
86706	HEP B SURFACE ANTIBODY- QUALITATIVE	29.00
86707	HEP BE ANTIBODY	33.00
86708	HEP A ANTIBODY, TOTAL"	31.00
86709	HEP A ANTIBODY, IGM"	31.00
86735	MUMPS TITER - IGG ANTIBODY	32.00
86747	PARVOVIRUS ANTIBODY-B19 IGG-IGM	66.00
86757	RICKETTSIA AB-ROCKY MTN SPOTTED FEVER	48.00
86762	RUBELLA ANTIBODY TITER IGG	30.00
86765	RUBEOLA ANTIBODY TITER IGG	33.00
86777	TOXOPLASMA GONDII IGG ANTIBODY	34.00
86780	TP-PA SYPHILIS CONFIRM TEST	67.00
86787	VARICELLA-ZOSTER ANTIBODY TITER	34.00
86790	VIRUS ANTIBODY NOS	144.00
86800	THYROGLOBULIN ANTIBODY	34.00
86803	HEPATITIS C AB TEST	31.00
86804	HEP C AB TEST, CONFIRM"	155.00
86850	ANTIBODY SCREEN- RBC	30.00
86870	ANTIBODY IDENTIFICATION- RBC	42.00
86880	COOMBS TEST, DIRECT"	36.00
86900	BLOOD TYPING, ABO"	30.00
86901	BLOOD TYPING, RH (D)"	38.00
87045	STOOL (FECES) CULTURE to State Lab	0.00
87070	CULTURE, BACTERIA, OTHER WITH PRESUMPTIVE ID	25.00
87071	CULTURE, BACTERIA, OTHER	25.00
87075	CULTURE ANAEROBIC BACTERIA, EXCEPT BLOOD"	88.00
87077	CULTURE AEROBIC ORGANISM IDENTIFICATION	25.00
87081	CULTURE SCREEN ONLY	60.00
87086	URINE CULTURE/COLONY COUNT	18.00
87088	URINE BACTERIA CULTURE	22.00
87149	CULTURE IDENTIFICATION BY NEUCLEIC ACID	25.00
87168	MACROSCOPIC EXAM ARTHROPOD (nits-lice)	17.00
87172	PINWORM EXAM	15.00
87177	OVA AND PARASITES SMEARS-concentration	30.00
87186	SUSCEPTIBLE - MICROBE , MIC"	39.00
87205	GRAM STAIN- SMEAR,	18.00
87207	SMEAR, SPECIAL STAIN"	119.00
87209	SMEAR, COMPLEX STAIN- richrome, iron etc	30.00

87210	WET MOUNT, SALINE/INK"	15.00
87230	C.DIFFICILE B TOXIN - (QUAL)	40.00
87324	CLOSTRIDIUM difficile toxin A and B, EIA	40.00
87338	HELICOBACTER PYLORI, STOOL ANITGEN, EIA	63.00
87340	HEPATITIS B SURFACE AG, EIA"	29.00
87350	HEPATITIS BE AG, EIA"	32.00
87390	HIV-1 AG, EIA - STATE LAB	0.00
87425	ROTAVIRUS AG, EIA"	38.00
87490	CHLAMYDIA TRACH BY DNA PROBE	33.00
87491	CHLAMYDIA TRACH, DNA, TO State Lab	0.00
87491	CHLAMYDIA TRACH, DNA, LabCorp swab or ua	30.00
87517	HEPATITIS B, DNA, QUANT - PCR	262.00
87521	HEPATITIS C, RNA, AMP PROBE - QUAL	115.00
87522	HEPATITIS C, RNA, QUANTISURE (IU)	115.00
87590	N.GONORRHOEAE, DNA, DIR PROB"	33.00
87591	N.GONORRHOEAE, DNA, AMP PROB	30.00
87623	HPV, DNA, AMP PROBE" (Replaces 87621)	40.00
87624	PAP/HPV HIGH-RISK #507301	33.00
87624	PAP/HPV HIGH-RISK 507460	80.00
87624	PAP/HPV HIGH-RISK 192197	54.00
87798	ZIKA	670.00
87804	RAPID FLU (59 MODIFIER FOR BOTH A AND B ENTER CODE TWICE)	30.00
87880	STREP A ASSAY W/OPTIC	48.00
87902	HEPATITIS C GENOTYPE, DNA, "	228.00
88141	CYTOPATHOLOGY, CERVICAL OR VAGINAL	20.00
88142	CYTOPATHOLOGY, CERVICAL OR VAGINAL THIN PREP	37.00
88175	PAP COLLECTION FEE	20.00
Q0091	PAP COLLECTION FEE - Medicare	20.00
88302	LEVEL II - SURGICAL PATHOLOGY, GROSS AND MICROSCOPIC EXAMINATION	30.00
88304	LEVEL III - SURGICAL PATHOLOGY,	45.00
88342	IHC/ AB Stain x1 (Coloposcopy) Per Unit	110.00
89055	WBC - STOOL	33.00
89321	SEMEN ANAL, SPERM DETECTION"-AMC	30.00
99000	HANDLING FEE	15.00
99070	MATERIALS AND SUPPLIES-each container	7.50
G0328	HEMOCCULTS X 3 (MEDICARE)	18.00
Q0114	FERN TEST	20.00
99000	Handling Fee/ COC DRUG COLLECTION FEE	15.00
99000	Handling Fee / COC PATERNITY COLLECTION	15.00

ENVIRONMENTAL HEALTH Office of the Director of Health Services		
Improvement Permit (IP Only) 240-360 Gallons per day/2-3 Bedrooms		500.00
Authorization to Construct (AC Only) 240-360 Gallons per day/2-3 Bedrooms		500.00
IP/AC 240-360 Gallons per day/2-3 Bedrooms		500.00
Improvement Permit (IP Only) 480-600 Gallons/4-5 Bedrooms		1,000.00
Authorization to Construct (AC Only) 480-600 Gallons per day/4-5 Bedrooms		1,000.00
IP/AC 480-600 Gallons per day/4-5 Bedrooms		1,000.00
Commercial Improvement Permit (IP) - also applies to residential over 6 bedrooms & systems with 2 or more homes		1.65 per gal
Commercial Authorization to Construct (AC) also applies to residential over 6 bedrooms & systems with 2 or more homes		1.65 per gal
Commercial IP/AC - also applies to residential over 6 bedrooms & systems with 2 or more homes		1.65 per gal
RV Permit Only 0-120 Gallons per day		250.00
Addition to System (Per Bedroom) -0-120 Gallons per day - IP/AC/RV		250.00
Relocate Tank		225.00
Consultative Visit		125.00
Mobile Home Reconnect Site Visit		125.00
Additions to Structure		125.00
Return Visit Fee		125.00
Residential Repair Permit		0.00
Commercial Repair Permit		.42 per gal
***Engineer Option Permit (EOP) fee is 30% of standard fee		30% standard fee
Private Drinking Water Wells (PDWW)		
Private Drinking Water Well (PDWW) Permit		375.00
Consultative Visit		125.00
Return Site Visit		125.00
Abandonment of a Well (no charge if done in conjunction with a PDWW Permit)		0.00
Renewal of Permit before Expiration (no changes in permit)		175.00
Well Repair		0.00
Full Panel Inorganic Chemistry and Microbiology		
New Private Water Well		79.00
Existing Private Water Well		79.00

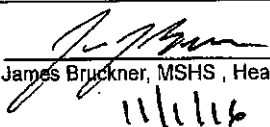
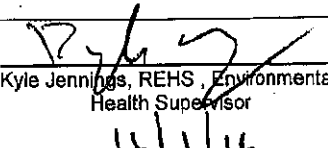
	OrganicChemistry	
	Pesticides	
	Chlorinated Pesticies	79.00
	Nitrogen-Phosphorus Pesticides	79.00
	EDB, DBCP and TCP	79.00
	Herbicides	
	Glyphosate	79.00
	Chlorinated Acid Herbicides	79.00
	Carbamates	79.00
	Synthetic Organic Chemicals (SOC) Scan	79.00
	Petroleum products	79.00
	Volatile Organic Chemicals (Sample collection must be performed by a Registered EH Specialist.	129.00
	FOOD SERVICE ESTABLISHMENT	
	Food Service Establishment Plan Review - New/<24 seats	200.00
	Food Service Establishment Plan Review - Existing/<24 seats	150.00
	Food Service Establishment Plan Review - New/>25 seats	200.00
	Food Service Establishment Plan Review - Existing/>25seats	200.00
	Food Stand Plan Review	100.00
	Temporary Food Establishment Permit	75.00 per event
	Tattoo Parlor Plan Review - New	200.00
	Tattoo Parlor Plan Review - Existing	150.00
	Tattoo Parlor Plan Review - Owner/Operator (annually)	700.00
	Tattoo Parlor Permit - Each Additional Artist (annually)	500.00
	Pool Plan Review	200.00
	Pool Application Fee (annually)	100.00
	Additional Pool or Spa	50.00
	ANIMAL SERVICES	
	Microchipping for general public	15.00
	Adoption - Cat	65.00
	Adoption - Dog	65.00
	Adoption - Special (Animals spayed or neutered prior to entering shelter)	45.00
	Adoption Fee for Veterans (Dog or Cat)	35.00
	Reclaim Fee	25.00
	Citation - Option 1 (at officer's discretion)	25.00
	Citation - Option 2 (at officer's discretion)	50.00
	Pet Carrier	5.00
	Quarantine Fee (per day)	10.00

	Sponsor Fee	65.00
	Adoption - Special Event (Festival, Fair, Holiday approved event) - Cat	20.00
	Adoption - Special Event (Festival, Fair, Holiday approved event) - Dog	30.00
	Adoption - Overpopulation - Cat	10.00
	Adoption - Overpopulation - Dog	20.00
	Adoption - Sponsored Event - fee set by sponsor	Fee set by sponsor
	Boarding Fee (per day after notification)	10.00

Policy and Procedure
MACON COUNTY PUBLIC HEALTH CENTER

Title: Refunds

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Section/ Program/ Program Area:	Environmental Health Policy and Procedures Administration	Original Effective Date:	4/7/98	This Revision Effective:	11/01/16
Persons Affected	Environmental Health Supervisor and Program Specialists, Environmental Health Specialists and Administrative agent				
Approved By: Date:	 James Bruckner, MSHS, Health Director 11/1/16	 Kyle Jennings, REHS, Environmental Health Supervisor 11/1/16			

	Date of Revision	Summary of Changes	Section
Revision History	9/24/08	Elaboration of content & put into new template	All
	09/13/12	Changed policy number from 200.4 to 299.4 Added Definitions	All 3.0
	10/01/15	Removed "contractor" from definition of Agent	3.0
	11/01/16	Updated References	7.0

1.0 Purpose

To establish a policy or procedure for issuance of refunds

2.0 Policy

In the normal course of providing environmental health services it will be necessary to issue refunds for fees charged by the Environmental Health Section. The purpose of this policy and accompanying procedures is to maintain consistency and fairness in deciding when and under what circumstances refunds are to be issued. In order to facilitate a consistent refund policy, all Environmental Health agent shall refer to and apply the plan and procedures outlined in this policy when discussing the Section refund policy with the general public or when submitting request for a refund disbursement.

3.0 Definitions

3.1 Agent: employee, board member, consultant, vendor, volunteer or others acting on behalf of the MCPH who are subject to this Policy/Plan.

3.2 Consumer: is any individual who uses services provided by the agency whether clinical or non-clinical in nature.

4.0 Applicable Law, Rules and References

North Carolina G.S. 130A-39(g)

5.0 Responsibilities

The Environmental Health Supervisor is responsible for signing and approving all refunds of the Section. It shall be the responsibility of the program supervisor to make recommendations to the

Policy and Procedure
MACON COUNTY PUBLIC HEALTH CENTER

Title: Refunds

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Health Director regarding refunds on specific services. The Environmental Health Supervisor may approve exceptions to the policy where unusual or extenuating circumstances exists.

6.0 Procedure

6.1. GENERAL PROCEDURES:

6.1.1 This policy and/or procedure will remain in effect until revision is needed and users are informed of the revision.

6.1.2 General Information: Fees are generally to be considered non-refundable when a particular service has been rendered by the agency. Service is considered rendered when an appointment has been made; an Environmental Health Specialist (EHS) has made the initial site visit; or has otherwise substantially delivered the requested service. Fees cannot be refunded because the consumer no longer wishes to pursue the original project. Fees may be transferred to other services provided the original service has not been rendered. Transfers of fees must be accomplished within 60 days of the cancellation request for the original service. Applications not acted upon within 60 days will be considered inactive until notified by the consumer. Inactive applications may be refunded upon request within one year of the initial application date. Only the Section Supervisor upon recommendation of the Program Specialist may approve exceptions to this policy.

6.2 SPECIFIC PROCEDURES:

6.2.1 Improvement Permits - May be refunded if the service has not been rendered. Refunds for this service are to be the full amount of the original fee. Refunds are not to be issued where the EHS determines that the property cannot be used for the intended project, or if the consumer has failed to meet site requirements necessary for site evaluation prior to the expiration date. Determination of the suitability or unsuitability of a site for particular project is considered completion of the service regardless of the outcome or the amount of time spent making the determination.

6.2.2 Authorization to Construct - May be refunded if the service has not been rendered. Refunds for this service are to be the full amount of the original fee. Refunds are not to be issued where the EHS determines that the property cannot be used for the intended project, or if the consumer has failed to meet site requirements necessary for site evaluation prior to the expiration date. Determination of the suitability or unsuitability of a site for particular project is considered completion of the service regardless of the outcome or the amount of time spent making the determination.

6.2.3 Repair Permit - May be transferred and applied toward additional Permit requirement.

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MACON COUNTY PUBLIC HEALTH CENTER

Title: Refunds

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6.2.4 Authorization to Construct/Existing System Expansion or Change – May be refunded if the service has not been rendered. Refunds for this service are to be the full amount of the original fee. No refund is authorized where denial of request has been issued.

6.2.5 Existing System Inspection- May be refunded if the original service has not been rendered. May be transferred and applied toward additional Permit requirement. Refunds or transfers are to be the full amount of the original fee.

6.2.6 Annual Mobile Home Park Inspection- May be refunded only if the service has not been rendered.

6.2.7 Well Construction/Repair - May be refunded only if the service has not been rendered.

6.2.8 Other Fees- Refunds for other fees charged by the Environmental Health Section will be in accordance with the policy as indicated in "General Information".

7.0 Reference Plans and Policies

7.1 MCPH Fee Plan – Approved by the Board of Health

7.2 101.1 Collection of Funds

7.3 101.4 Accounting and Financial Management

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 10, 2018

DEPARTMENT/AGENCY: Governing Board/Board of Education

SUBJECT MATTER: South Macon Elementary School expansion

COMMENTS/RECOMMENDATION:

- (1) Attached please find the Interlocal Agreement prepared by the County Attorney and John Henning, Jr., the attorney for the Macon County Board of Education.
- (2) Also attached is the Memorandum of Lease Extension and Subordination Agreement prepared by both parties.
- (3) The board is also being asked to schedule a public hearing on the proposed financing for the school expansion project at its June 12, 2018 regular meeting.

The Finance Director and County Attorney can provide additional details at the meeting.

Attachments 2 Yes No

Agenda Item 11B (1, 2 and 3)

**STATE OF NORTH CAROLINA
COUNTY OF MACON**

INTERLOCAL AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2018, by and between the COUNTY OF MACON, a body politic and corporate of the State of North Carolina (hereinafter sometimes referred to as the "County") and the MACON COUNTY BOARD OF EDUCATION, a school administrative unit of North Carolina (hereinafter sometimes referred to as the "Board of Education" or "Board," and collectively the "Parties"):

WITNESSETH:

WHEREAS, G.S §160A-460 et. seq. authorizes interlocal cooperation between units of local government in the joint exercise of powers as provided therein:

WHEREAS, pursuant to G.S. §160A-20, as amended, the County may finance the acquisition of property and the construction of fixtures or improvements on real property by contracts that create in the fixtures or improvements, or in all or some portion of the property upon which the fixtures or improvements are located, or in both, a security interest to secure repayment of the moneys advanced or available for construction;

WHEREAS, the County acquired that certain real property located at 855 Addington Bridge Road, Franklin, as described in that Deed dated December 30, 1999, from Nelson W. Bates and wife, Maxine Bates to Macon County, recorded in the Office of the Register of Deeds for Macon County, North Carolina in Deed Book S-23 at page 1909-1910, and upon which the Parties cooperated to construct the South Macon Elementary School building (the "School Property");

WHEREAS, it is now the intent of the Parties that the existing school facilities located on the School Property will be expanded, renovated, repaired, and improved (hereinafter the "School Project,");

WHEREAS, the County will attempt to arrange to finance the School Project pursuant to an Installment Financing Contract, (the "Installment Financing Contract"), between the County and Lenders of its choosing (the "Lenders") and upon terms that it deems to be satisfactory to itself within its sole discretion, pursuant to which the Lenders will advance to the County amounts sufficient to pay the costs of construction of the School Project and other components of the Project (as defined in the Installment Financing Agreements), and the County will agree to repay the advance, with interest, in Installments (the "Installment Payments");

WHEREAS, the County's obligations under the Installment Financing Agreements, including the making of the Installment Payments thereunder, will be secured by Deeds of Trust granting a lien on the School Property and including all buildings, improvements and fixtures located thereon, all to be more fully described in a Deed of Trust and other evidences of indebtedness;

WHEREAS, G.S. §160A-274 authorizes units of local government to sell, lease, exchange, or jointly use governmental real property upon such terms and conditions as such units deem wise;

WHEREAS, the County is entitled to a refund from the State of North Carolina pursuant to G.S. §105-164.14 and other applicable laws for sales taxes paid to the State for tangible personal property directly purchased by the County and indirectly incurred for building materials, supplies, fixtures, and equipment that become a part of a building or structure owned by the County that is being erected, altered or repaired for use by the County on behalf of the Board of Education;

WHEREAS, the County holds fee simple title to the School Property; and

WHEREAS, the County desires for the Board of Education to oversee the School Project and the Board of Education is willing to undertake such obligation as described in this Agreement;

NOW THEREFORE, the Parties hereto agree as follows:

- I. The Board of Education agrees:
 - A. To recommend for execution by the County contracts for the construction and contract administration of proposed renovations, repairs and improvements to the school building located on the School Property as set forth hereinabove, and to recommend the acquisition of necessary personal property associated with and to be used in connection with the proposed school construction or improvements as required by law. The Board of Education shall act as the authorized representative of the County in connection with such contracts pursuant to and within the limits of the Agreement and shall assign any contracts to the County, as necessary.
 - B. To retain sole responsibility for decisions relating to the design of school renovations, including school facilities or additions to school facilities within the scope of this Agreement.
 - C. To supervise the contracts for the design and for the construction of proposed expansion, renovations, repairs, and improvements to the school building on the School Property (hereinafter "Supervisory Powers").
 - D. To approve for the County the architectural design, plans and specifications (the "Plans") that County, in consultation with the Board of Education, has caused to be prepared and is preparing for the School Project by Novus Architects, Inc. The Board reviewed and approved the Plans at its regular meeting on April 23, 2018..
 - E. To use its best efforts to cause the construction and equipping of the School Project in accordance with the Plans therefore to be completed in an expeditious manner and in accordance with the Installment Financing Agreement and related financing documents and any applicable requirements of governmental authorities and law.

II. The County agrees:

- A. To hold the School Property, upon the terms and conditions set forth herein until ownership is transferred to the Board of Education upon the terms and conditions set forth herein.
- B. To appoint the Board of Education as its representative for the purpose of proposing and supervising the contracts for the design and construction of proposed renovations, repairs and improvements to the school building (hereinafter "Supervisory Power") so as to assure that the same are constructed in accordance with the Plans for the School Project.
- C. To enter into contracts for the erection, construction, and development of school renovations to the school building consistent with the terms and conditions of this Agreement, and to assume responsibility for approving change orders to the Plans..
- D. To assume responsibility for any litigation arising from the School Project.
- E. To appoint the County Manager as its representative for the purpose of approving change orders deemed necessary and proper under the construction contracts for the School Project which are within the scope of the Project, within the budgeted contract amount, and not in excess of \$5,000. For purposes of this Paragraph, change orders shall not be divided for purposes of avoiding the application of this dollar threshold. Change Orders in excess of \$5,000 shall be approved by the Board of County Commissioners.
- F. To submit refund claims to the State of North Carolina under N.C. Gen. Stat. 105-164.14 and other applicable laws for sales taxes paid to the State by the County for the construction of the proposed expansion, renovations, repairs, and improvements to the school building under the School Project, and the acquisition of necessary personal property associated with and to be used in connection with the proposed school improvements, as considered and approved by the County under Paragraph I.A of this Agreement.
- G. To reserve the sales tax refunds received for school construction and equipment purchases.
- H. To convey to the Board of Education the School Property promptly following satisfaction of debt service by the County.

III. Both Parties agree:

- A. This Agreement shall be limited to school renovation projects financed by installment purchase contracts pursuant to N.C. Gen. Stat. Sec. 160A-20, as referenced hereinabove.
- B. The County Manager and the Superintendent of Schools are authorized to administer this Agreement on behalf of the County and the Board of Education, respectively, as necessary.
- C. All contracts for the proposed expansion, renovations, repairs, and improvements to the school building entered into pursuant to this Agreement shall be executed by and between the County and the persons or entities providing goods or services therefore. Further, each Party agrees that it shall comply with the requirements of G.S. Chapter 64, Article 2 (the "E-Verify Requirements"). Each contract entered into for the purposes expressed in this Agreement will require the contractor to comply with the E-Verify Requirements, and further that such contractor shall require any subcontractors to likewise comply with the same.
- D. The County is authorized to and shall make payments for the proposed expansion, renovations, repairs, and improvements to the school building entered into pursuant to this Agreement. In addition to the provisions of Paragraph II of this Agreement, any change orders requested in excess of the budgeted amount encumbered for each project shall be considered for approval by the Board of County Commissioners, or otherwise considered for approval in the manner in which the County usually conducts business.
- E. All personal property placed or moved into the School Property subject hereto shall be at the risk of the Board of Education, and the County shall not be liable to the Board for any damages to said personal property. In no case shall either party seek indemnification from the other with respect to any claim that arises from its own negligence.
- F. Personnel of the County and the Board are to execute the undertaking of this Agreement within funds made available by the County and the Board of Education for this purpose.
- G. In consideration of the grant of Supervisory Power by the County to the Board of Education pursuant to Paragraph II of this Agreement, the County and the Board of Education hereby agree as follows in connection with the renovation and equipping of the School Project by the Board of Education:
 - 1. The Parties to this agreement shall comply with the provisions of law, including all applicable laws relating to the procurement of construction and equipment through competitive bidding. The County shall obtain all orders, permits or similar governmental approvals necessary for the expansion, renovation, and operation of the School Project. The County shall cause the expansion, renovation, and equipping of the School Project

to proceed expeditiously in accordance with the plans and specifications therefor, all applicable ordinances and statutes, and in accordance with the requirements of all regularly constituted authorities having jurisdiction over same.

2. The County shall cause the School Project to be located entirely on real property subject to the lien of the applicable Deed of Trust and will ensure that (a) neither School Project shall encroach upon nor overhang any easement nor right of way, and (b) School Project, when erected will be wholly within the building restriction lines, however established, and will not violate applicable use or other restrictions contained in prior conveyances or applicable protective covenants or restrictions.
3. The County, the Lender and their respective representatives and agents shall have the right to enter upon and inspect the School Property from time to time, during and after construction, and the Board of Education agrees to cause any contractor or subcontractor to cooperate with the County, the Lender and their respective representatives and agents during such inspections.
4. The Board of Education shall use its best efforts to cause the construction and equipping of the School Project to be completed within the respective School Project schedules. In the event that the amount of funds advanced under the Installment Financing Agreement, plus other funds made available by the County, if any, are not sufficient to complete the School Project, the Parties agree to revise the plans and specifications for the School Project to the end that an alternative project having a cost not in excess of the funds advanced under the Installment Financing Agreement will be completed.
5. The County hereby recognizes that the Board of Education shall have the right to make any changes in the description of the School Project or of any component or components thereof subject to the prior written consent of the County and the Lender as allowed under the Installment Financing Agreement; provided, however, that any such change shall not alter the purpose of the School Project or their budgeted contract amounts.
6. The Board of Education hereby agrees that it will, upon the request of the County Manager, provide to the County Manager or his designee timely notice of all conferences with representatives of the architects, contractors and vendors with respect to the expansion, renovation, and equipping of the School Project and that the County Manager or his designee shall have the right to attend all such conferences.
7. The Parties agree that the total project budget cost for the School Project is not to exceed \$ 2,923,674.00. In the event that financing for such amounts

is not available to be borrowed or, in the sole opinion of the County, not offered upon terms that are advantageous and/or desirable, then the School Project may be abandoned without legal consequence to the County. In the event that the School Project is abandoned, the County shall convey the School Property to the Board of Education.

- H. The Board of Education, for one dollar (\$1.00) and other good and valuable consideration in hand received does hereby accept the foregoing appointment of Supervisory Power over the construction and equipping of the School Project as described in this Agreement and does hereby accept the foregoing delegation of duties as described in this Agreement.
- I. The Board of Education in carrying out its duties under this Agreement is acting as an independent contractor and is not an agent of the County in connection with this Agreement or in connection with any other agreement between the Board of Education and the County, express or implied.
- J. The County makes no express or implied warranty or representation of any kind whatsoever with respect to the School Project or any component part thereof to the Board of Education or any other circumstance whatsoever with respect thereto, including, but not limited to, any warranty or representation with respect to the merchantability or the fitness or suitability thereof for any purpose, the design or condition thereof; the safety, workmanship, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or agreement pertaining thereto; any latent defect; the ability thereof to perform any function; that the funds advanced by the Lender pursuant to the Installment Financing Contract will be sufficient (together with other available funds of the County and the Board of Education) to pay the costs of the School Project; or any other characteristic of the School Project; it being agreed that all risks relating to the School Project, the completion thereof or the transactions contemplated hereby or by the Installment Financing Contract are to be borne by the Board of Education, and the benefits of any and all implied warranties and representations of the County are hereby waived by the Board of Education.
- K. This Agreement shall terminate when the County has conveyed fee simple title to the School Property to the Board of Education.
- L. Notwithstanding anything to the contrary contained herein, the provisions of Paragraph III.J. shall survive the termination of this Agreement.
- M. The County and the Board of Education may, from time to time, with the written consent of the Lender, execute and deliver such amendments to this Agreement and such further instruments as may be required or desired for carrying out the expressed intention of this Agreement.

N. The County and the Board of Education shall enter into an amended lease for the School Property whereby the County shall lease unto the Board of Education the school site referenced hereinabove; the Term of the lease shall be for the period of installment payments on the Installment Financing Agreements entered into by the County pursuant to this Agreement. The rental for each year of each Lease shall be One Dollar (\$1.00).

IN WITNESS WHEREOF, the County and the Board of Education have caused this Agreement to be executed in duplicate originals all as of the date and year first above written.

COUNTY OF MACON

By: _____
Jim Tate, Chairman

ATTEST:

Pre-Audit Statement

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

Lori Hall, County Finance Officer

MACON COUNTY BOARD OF EDUCATION

By: _____
Jim Breedlove, Chairman

ATTEST:

Pre-Audit Statement

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

Angie Cook, County Finance Officer

**STATE OF NORTH CAROLINA
COUNTY OF MACON**

**MEMORANDUM OF LEASE
EXTENSION AND SUBORDINATION
AGREEMENT**

Prepared By:
John F. Henning, Jr.
A Licensed NC Attorney
Campbell Shatley, PLLC
674 Merrimon Avenue, Suite 210
Asheville, NC 28804

Return to:
Chester Jones
122 West Boulevard
Franklin, NC 28734

THIS MEMORADUM OF LEASE and extension and subordination agreement (the "Agreement") is made and entered as of the ____ day of May, 2018, by the COUNTY OF MACON, (the "County") Lessor; and the MACON COUNTY BOARD OF EDUCATION, (the "Board", collectively the "Parties"), Lessee.

WHEREAS, in connection with the Parties' joint efforts to construct and operate school facilities, the County leased to the Board those school properties known as Cartoogechaye Elementary School and South Macon Elementary School, by that lease dated as of March 15, 2004,

recorded in Deed Book Z-27, pages 1344-1360 in the Office of the Register of Deeds for Macon County (the "Lease");

WHEREAS the Parties have determined to expand, renovate, repair, and improve the South Macon Elementary School property (respectively, the "Project" and the "Property"); and

WHEREAS the County will use the Property to secure financing for the Project, and the Parties therefore desire to restate their agreement and their respective rights and responsibilities thereto.

WITNESSETH: that the Parties, for a valuable consideration each to the other in hand paid, the receipt and sufficiency of which is hereby acknowledged, contract and agree as follows:

- 1) The County shall continue to lease the Property to the Board, and the Board shall continue to lease the Property from the County, upon the terms set forth in the Lease, to have and to hold for the Lease Term.
- 2) For any purposes related to terms of the Lease, the Lease Term shall be deemed to commence on the date this Agreement is fully executed.
- 3) This Agreement shall apply solely to the Lease as it affects the South Macon Elementary Property, and shall not apply to the Cartoogechaye Elementary School property; provided, however, that the terms of the Lease shall continue in full force and effect as to the latter property.
- 4) Except as modified herein, the terms of the Lease shall remain in full force and effect.
- 5) The Board hereby agrees to subordinate and attorn its leasehold interest in the Property as may be required by any one or more financing contracts entered into by the County for purposes of financing the Project.
- 6) The Board's Chair and Superintendent are hereby authorized to execute any documents deemed necessary by the County to effect the purposes of this Agreement.

IN WITNESS WHEREOF, the Parties hereunto have caused this Agreement to be executed in their respective names by their duly authorized officers and their official seals affixed hereto, this the day and year first above written.

COUNTY OF MACON

By: _____ (SEAL)
Jim Tate, Chairman
Board of County Commissioners

Attest

Derek Roland, Ex Officio Clerk to the Board (OFFICIAL SEAL)

STATE OF NORTH CAROLINA
COUNTY OF MACON

I, _____, a Notary Public of the aforesaid County and State, hereby certify that Derek Roland personally came before me this day and acknowledged that he is the duly appointed Ex Officio Clerk of the Board of County Commissioners for Macon County, and that by authority duly given and as the act of the body politic the foregoing instrument was signed in its name by its said Board Chair, sealed with its corporate seal and attested by himself as the Clerk.

Witness my hand and NOTARIAL SEAL, this the __ day of May, 2018.

Notary Public
My Commission Expires: _____

(NOTARIAL SEAL)

MACON COUNTY BOARD OF EDUCATION

By: _____ (SEAL)
Jim Breedlove, Board Chair

Attest

Dr. Chris Baldwin, Ex Officio Clerk to the Board

(OFFICIAL SEAL)

STATE OF NORTH CAROLINA
COUNTY OF MACON

I, _____, a Notary Public of the aforesaid County and State, hereby certify that Dr. Chris Baldwin personally came before me this day and acknowledged that he is the duly appointed Clerk of the Macon County Board of Education, and that by authority duly given and as the act of the body politic the foregoing instrument was signed in its name by its said Board Chair, sealed with its corporate seal and attested by himself as the Clerk.

Witness my hand and NOTARIAL SEAL, this the __ day of May, 2018.

Notary Public
My Commission Expires: _____

(NOTARIAL SEAL)

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 10, 2018

DEPARTMENT/AGENCY: Governing Board/Southwestern
Community College

SUBJECT MATTER: Interlocal Governmental Agreement

COMMENTS/RECOMMENDATION:

The County Attorney has prepared the attached Interlocal Governmental Agreement between the county and Southwestern Community College (SCC) regarding the new Public Safety Training Center proposed for the SCC Macon Campus on Siler Road. He is also preparing a warranty deed to deliver title to the property from the county to SCC, and can provide additional details at the meeting if needed.

Attachments 1 Yes No

Agenda Item 11C

**STATE OF NORTH CAROLINA
COUNTY OF MACON**

INTERLOCAL GOVERNMENTAL AGREEMENT

NOW COMES the **TRUSTEES OF SOUTHWESTERN COMMUNITY COLLEGE**, a body corporate and legal entity for Southwestern Community College (hereinafter "College"), and the **COUNTY OF MACON**, a body politic and corporate (hereinafter "County") (collectively "Parties"), and, pursuant to N.C. Gen. Stat. §§ 160A-274 and -461, enter into the following **INTERLOCAL GOVERNMENTAL AGREEMENT** (hereinafter "Agreement") on this 8th day of May ("Effective Date").

WHEREAS, the College desires to construct a fire training rescue center and a classroom facility with a two-bay garage for fire truck storage (hereinafter "Facility") to enhance its public safety programming opportunities at its Macon County Campus, a more comprehensive description of the Facility is incorporated herein and attached hereto as Exhibit A;

WHEREAS, the State of North Carolina has pledged to appropriate to the College to fund a portion of the construction of the Facility (hereinafter "State Appropriation");

WHEREAS, the County currently owns and is willing to transfer to the College an approximate six-acre tract of real property, valued at Three Hundred Eighty-Six Thousand Dollars (\$386,000), more particularly described in the plat recorded on Card 4 9442 in the Macon County Registry (hereinafter "Property"), for the College to locate the Facility;

WHEREAS, in addition to providing to the College the Property, the County has also pledged to appropriate to the College the sum of One Million Three Hundred Twelve Thousand Six Hundred Five Dollars (\$1,312,605) to fund a portion of the construction of the Facility (hereinafter "County Appropriation");

WHEREAS, pursuant to N.C. Gen. Stat. § 115D-20, on January 19, 2018, the College requested and received approval from the North Carolina State Board of Community Colleges to acquire the Property from the County and build the Facility (said Facility being an approved project identified as NCCS #2204);

WHEREAS, subject to the terms and conditions contained herein, the County desires to transfer the Property to the College; and

WHEREAS, the Parties desire to enter into this Agreement.

NOW, THEREFORE, by approval of their respective governing bodies, the Parties entering into this Agreement subject to the following terms and conditions:

1. Transfer for the Property. Upon the execution of this Agreement, the County Attorney shall prepare and file a deed in the Macon County Registry transferring the Property from the County to the College.

2. Property Return. In the event that the College is not financially able to build the Facility because: a) the College does not actually receive the State Appropriation and/or the County Appropriation; or b) the projected construction cost of the Facility exceeds the combined State Appropriation and the County Appropriation and the College is unable to secure additional funding within a reasonable amount of time, the College shall immediately return the Property to the County. In the event the College must return the Property as required herein, the College's legal counsel shall prepare and file the appropriate deed with the Macon County Registry.

3. Timeline for Letting Construction Contract. Upon appropriation of the necessary funding to finance the Project and after approval by the State Construction Office of the Design Professional's completed construction drawings, the College shall make every reasonable effort to begin the public bidding process to let a construction contract for the construction of the Facility within one (1) calendar year.

4. County Appropriation. Unless otherwise required by law or a condition of receipt of the State Appropriation, the College shall spend the State Appropriation first before it begins to spend the County Appropriation.

5. Miscellaneous Provisions.

a. This Agreement is binding on the Parties. The provisions contained herein are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision.

b. This Agreement sets out the entire agreement between the Parties and supersedes any and all prior oral or written agreements or understandings between the Parties.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina and proper legal venue for any claims hereunder shall be the State courts located in Macon County, North Carolina. In the event that either Party must take any judicial action to enforce the provisions contained herein, attorneys' fees and costs shall be awarded to the prevailing Party.

d. This Agreement is deemed to have been jointly drafted by the Parties and no ambiguities contained herein shall be construed against either Party.

e. This Agreement may only be amended by a written amendment approved and signed by the Parties.

f. The individual signatories below have the express and implied authority on behalf of their respective governing bodies to execute this Agreement. The Parties may execute this Agreement in separate counterparts and the execution of a copy shall have the same effect as the execution of an original. Such execution may be by facsimile or PDF attachment to an email.

g. The Parties shall comply with the requirements of G.S. Chapter 64, Article 2 (i.e., E-Verify Requirements).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Date: _____

Trustees of Southwestern Community College
Terry Bell, Chair

Date: _____

County of Macon
James Tate, Chair

This Instrument has been pre-audited as required by the Local Budget and Fiscal Control Act.

County Finance Director

Date: _____

EXHIBIT A

CAMPBELL SHATLEY, PLLC

ATTORNEYS AT LAW

CHRISTOPHER Z. CAMPBELL
K. DEAN SHATLEY, II
CHAD R. DONNAHOO
JOHN F. HENNING, JR.
WALTER L. CURRIE, OF COUNSEL

April 30, 2018

SENT VIA ELECTRONIC MAIL

Chester Jones, Esq.
cj@chesterjoneslaw.com

**RE: Interlocal Governmental Agreement
Southwestern Community College – Macon County**

Dear Mr. Jones:

Attached hereto is Exhibit A for the Interlocal Governmental Agreement. The Facility includes a two-bay garage with an attached classroom space and a pre-engineered burn building. The Exhibit includes photographs of a similar type/material multi-bay garage that the College desires to build and the specifications for the pre-engineered burn building. Dr. Tomas has informed me that the College has shared this information with the Commissioners at an earlier meeting. Please be advised that these details with respect to the Facility are subject to change based on input from the Design Professional and actual building material costs.

Don't hesitate to contact me if you have additional questions.

Sincerely,

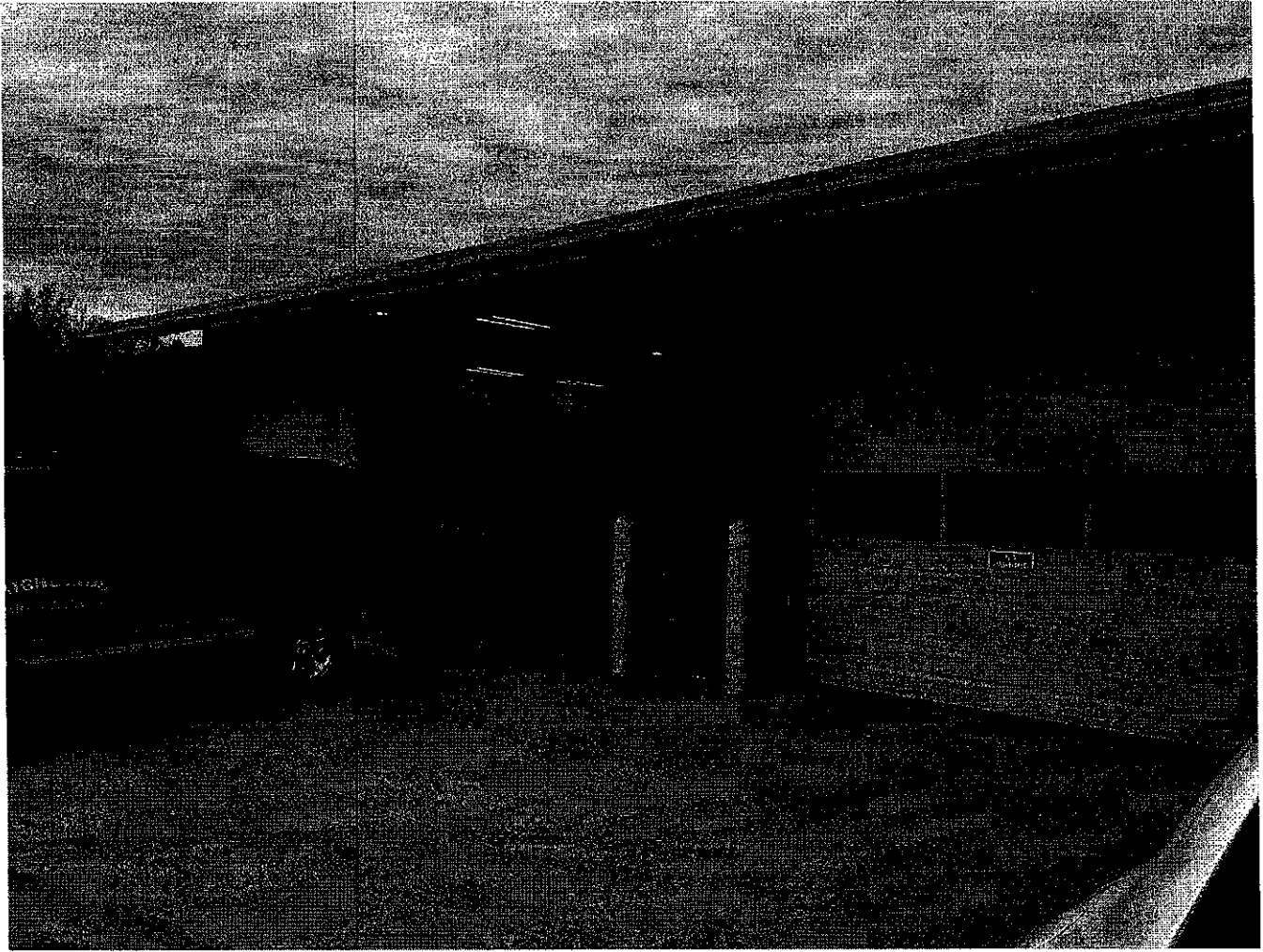
CAMPBELL SHATLEY, PLLC



Chad Ray Donnahoo

Enl.

Cc: Dr. Tomas, President



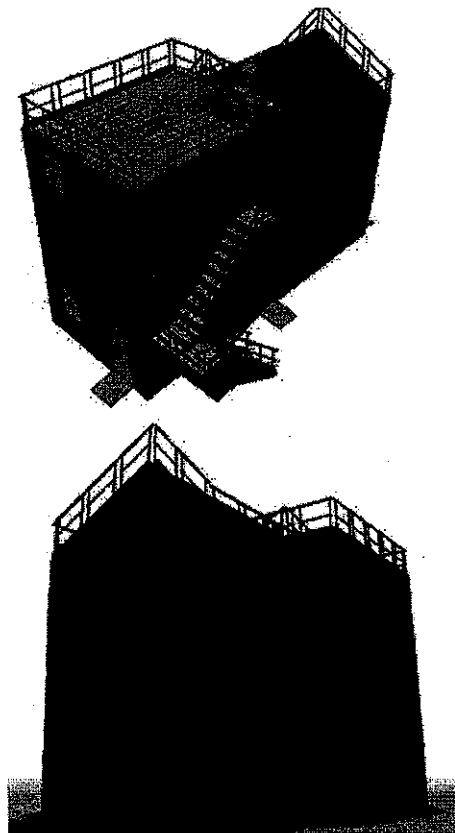


Southwestern Community College

MULTI-STORY CONTAINER STRUCTURE

Budgetary Proposal

January 9, 2018



Picture is for illustration purposes only.

Customer Name: Benjamin Johnson
Sales Contact: Kyle Haines
Regional Sales Manager
khaines@bullex.com
518-689-2023





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Pricing

PRICING PROPOSAL

Four Story Training Tower

Approximate Dimensions - 16'W x 40'L x 35'H

Eight ISO container structure – Four 40' containers & four 20' containers

Fire Training Props

1. Kitchen Fire with Rollover
2. SmartClass A Technology
3. Vehicle / Garage Fire
4. Custom ATTACK scenario using 6 panels

Additional Training Props

- Pitched roof structure
- Standpipe in the stairwell
- Flat walkable roof with railing
- Integrated smoke generation system
- Movable walls
- Exterior piggy back stair case

Safety network

- Central control panel with automated ignition
- LEL gas sensors
- Temperature sensors
- E-stop buttons
- Emergency lighting
- Exterior audible/visual alarm
- Ventilation system

Additional Items

- Eight (8) cameras to record training evolutions
- Two (2) 19" camera monitors
- Wireless remote control w/ emergency stop
- Thermal Shielding, including 5mm steel plates and insulated wall/ceiling cavities in all live fire rooms
- Interior / Exterior stairs
- Doors / Windows - with locking hardware
- Diamond plate steel floor throughout entire structure



- Floor drains
- Technical/storage room with exterior steel door that houses equipment
- High quality paint, interior and exterior

Installation and Training

Included

- Delivery, installation, calibration and testing of structure and props
- Eight (8) hour train the trainer session
- Commissioning of training facility

Total Budgetary Investment:	\$1,327,005
------------------------------------	--------------------

Note: The stated price is for budgeting purposes only. A firm price will be submitted upon receipt of final specifications. The quoted price excludes sales tax (if applicable).

Payment Terms:

- 30% upon placement of order, with payment to be made within 8 days of the invoice date.
- 50% in proportional milestone payment, with milestone payment terms to be mutually agreed upon by both Bullex and the purchasing party, and with payment(s) to be made within 8 days of the invoice date(s).
- 10% upon delivery of all documentation concerning this offer, with payment to be made within 8 days of the invoice date.
- 10% upon final acceptance of the offer from the purchasing party, with payment to be made within 8 days of the invoice date.



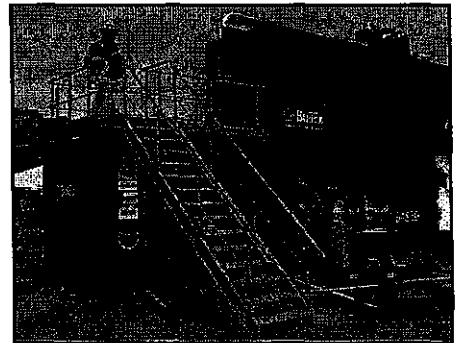
Section 1 – Southwestern Community College Training Center

BullEx will design, manufacture and install a new fire training tower complete with a comprehensive safety and control network that will address the specific fire and emergency response training needs of Southwestern Community College.

The proposal includes a container-based training center that will allow for a series of scenarios that challenge trainees. Fire props will use propane and digital fire technologies to create a range of difficulty levels and conditions. The tower will be laid out to include structural live fire training exercises that simulate the conditions found in a typical residential house or similar scenario. The structure itself has a 600 square foot per floor layout that accurately simulates residential homes and includes multiple interior and exterior doors, windows, closets, stairways and roof pitches.

At BullEx, we pride ourselves on being the world's largest provider of fire and safety training tools. We have been designing, engineering and building training container structures since our inception. Our live fire training props are constructed accurately to scale, with the fires built into objects and appliances that would be found in real life. Combining our Class B fire training props with our customized container simulator offers the most realistic fire training scenarios possible and allows trainees to experience the full impact of an emergency situation.

BullEx has experience constructing a variety of container solutions, ranging from single container units to large-scale projects using more than 20 containers. Our focus is on our clients and their trainees, which has allowed us to provide numerous organizations with training sites they can be proud of for years to come. We are responsible for some of the largest fire training projects in the world, including Shanghai, China; Metropolitan Fire Brigade of Melbourne Australia; and FDNY Training Center on Randall's Island. We can transform your training objective into reality.





Construction

Live Fire Container Structure – 8 containers, 4 stories

BullEx will design, fabricate, deliver and install a new three-story fire training simulator at the Southwestern Community College site. The building will be constructed of **eight** ISO containers modified for use as a fire training structure – four 40' containers and four 20' containers. Two 40' containers will comprise the first floor, with another two 40' containers making up the second floor, and two 20' containers encompassing the third and fourth floors.

The training structure will include our SmartClass A technology and class B live fire. The Class B props will include all related auxiliary and safety systems such as gas and temperature sensors, e-stop buttons, and control mechanisms. The system will allow for realistic, repeatable, and controllable Class B fire response exercises to take place within the training area. Our advanced fire training props are made of the most robust and rugged materials and are designed to stand up to any fire department's rigorous training.

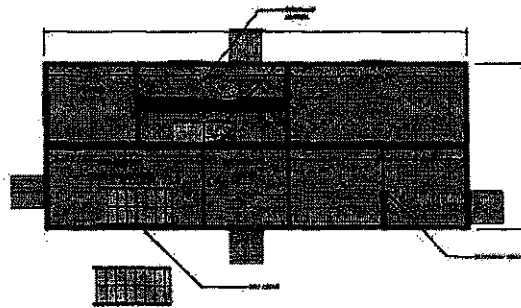
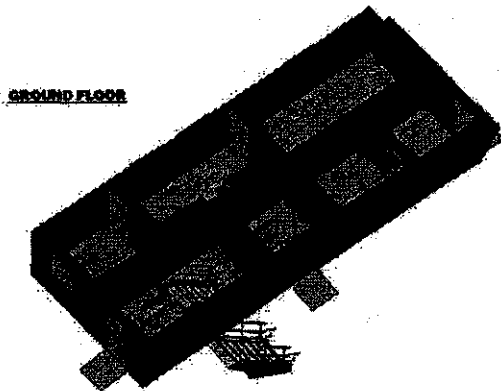
The structure will also feature several interior rooms with non-fire props, such as pitched roof, standpipe, windows, doors, interior and exterior stairs, and multiple pathways.



Design Layout

The first floor of the container structure (containers 1 & 2) will feature the following training areas:

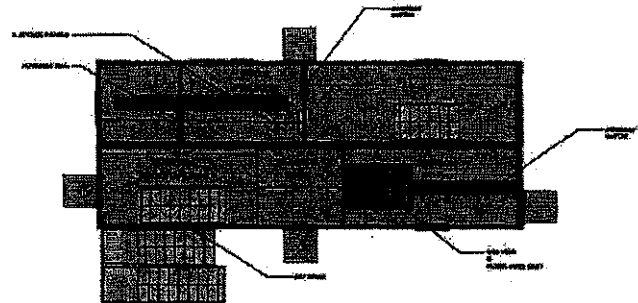
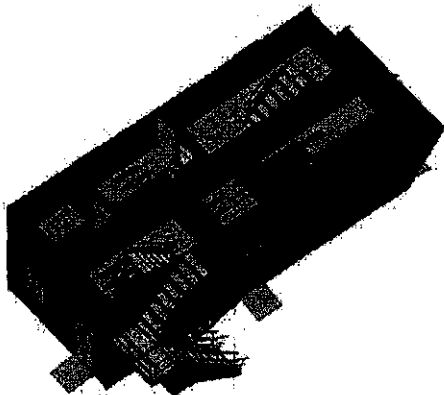
- Live fire training room – Kitchen fire with rollover
- Vehicle / Garage Fire
- Cameras in fire training room
- Control / technical room
- Windows and doors
- Stairwell to the second floor
- Standpipe prop extending to third floor
- Example scenarios
 - Below grade fire scenarios utilizing external and internal stairways
 - Search and rescue scenarios
 - Ventilation training
 - Standpipe training





The second floor (containers 3 & 4) will feature the following training areas:

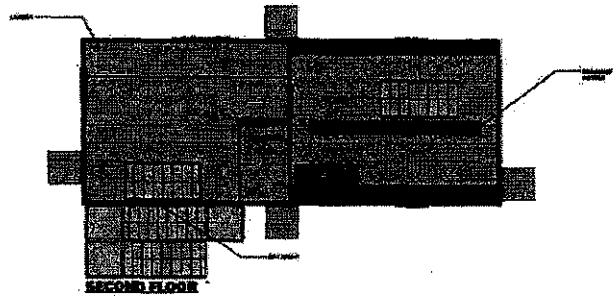
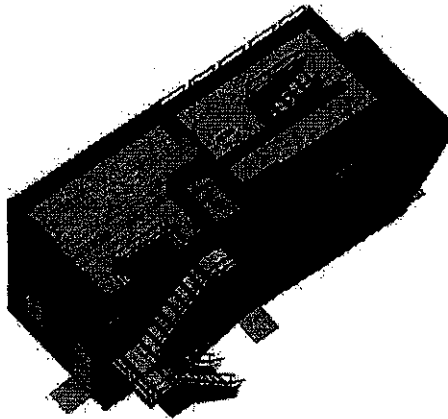
- SmartClass A fire training room
- Cameras in fire training room
- Windows and doors to vary training scenarios
- Control / technical room
- Exterior stairs to access 1st floor for basement simulation
- Standpipe prop in stairwell
- Stairwell
- Example scenarios
 - Fire accessed from internal and external stairs
 - Confined stairwell
 - Vent, enter, search scenarios
 - Standpipe applications





The third floor (containers 5 & 6) will feature the following training areas:

- Two-sided pitched roof structure
- Live fire training room
- Cameras in training room
- Window and crawl space door
- Standpipe prop in stairwell
- Example scenarios
 - Ventilation training
 - Standpipe applications
 - Confined space training



Fourth Floor

- Comprised of two 20' containers to be used for various non-fire training exercises
- Large search and rescue area
- Internal staircase to fifth floor above



Interior Live Fire Props

The Southwestern Community College project will contain the following interior props:

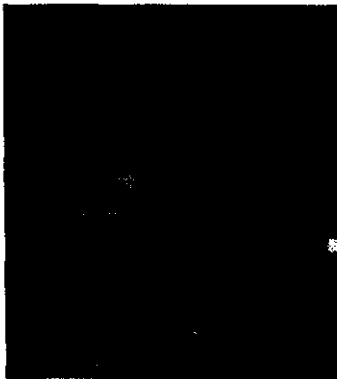
- 1. Kitchen Fire Prop with Rollover
- 2. SmartClass A System
- 4. Vehicle / Garage Fire Prop

The props shall be propane fueled, with integrated pilot burners, extinguisher detection systems, and connection to a comprehensive safety network, central control system, and operated via wireless remote control. SmartClass A combines class a material and propane fuel to create fire using gas and wood.

1. Kitchen Fire Prop

Kitchen Fire Simulator

BullEx will install a Kitchen Fire Simulator in the training structure. The Kitchen Fire Training Prop is a propane fueled, live fire training prop used in conjunction with the BullEx pilot module. The prop will simulate a real fire scenario ignited in a typical residential kitchen. The control units and fire trays will be obscured from view in the adjoining technical room or built into the prop housing. In this way, trainees will not see the technical elements and will be more able to become immersed in the fire scenario. System includes:



- Stove Fire Training Unit, including integrated burners and burn tray with multiple burn levels and intensities
- Safety network equipment, including gas and temperature sensors, e-stop buttons and required wiring
- Integration to safety network
- Integration to Control Console

Stove Fire Training Prop

The Stove Fire Training Prop simulates a standard four burner stove fire. The main burner generates high intensity flames and the stove-top burner, with a functional shut-off valve, enables firefighters to advance hose lines and secure the gas supply. The Stove Fire Training Prop is made of 6 Gauge and 11 Gauge mild steel construction. All materials will be coated with a protective heat resistant paint.



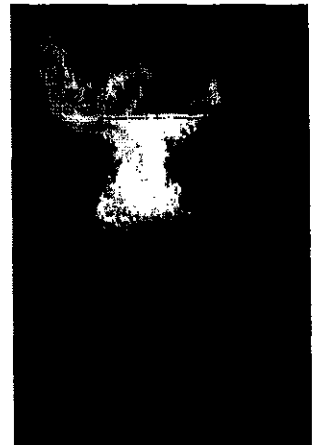
Grease Explosion

The training unit will be fitted to simulate a 'grease explosion,' providing an extra dimension to the training exercise. A pan will be fitted onto the cooker, and the pan will be equipped with a water collector. If a fire is extinguished with water, the water collector will detect this, and as soon as a minimum amount of water is collected, a jet of fire will be produced, simulating a grease explosion.



The Kitchen Fire Simulator will allow for a variety of difficulty settings (fire resilience, fire intensity, etc.) and escalating fire scenarios. If extinguishment takes too long, the next level of fire involvement will consist of a ceiling rollover simulation.

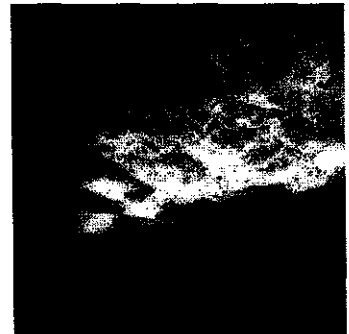
Bullex fire systems are designed to operate for long durations at high intensity levels, allowing continuous training to be conducted without the need to frequently stop and cool-down the fire unit.



Rollover Fire

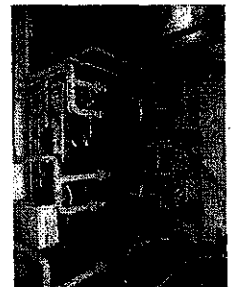
A rollover fire will also be included in the kitchen prop. The fire will spread from the kitchen stove to the ceiling.

The rollover simulator delivers accurate pressure build up and heat release similar to a real rollover, allowing trainees to experience all the elements of a firefighting intervention. Propane will be delivered in three stages to the ceiling mounted burners via pressurized buffering tanks that will be located outside the training room.



Bullex's special design allows for large area rollovers, and its buffering tank creates a realistic, high intensity simulation. System includes:

- Supply and installation of ceiling mounted burners
- Supply and installation of buffering tank system
- Supply and installation of Bullex pilot ignition system
- Integration to safety network
- Integration to control console





2. SmartClass A System

The BullEx SmartClass A Trainer allows for the instructor to teach complete extinguishment firefighting training on a repeatable scale.

A built in gas burner allows instructors to start Class A fires with the push of a button, and an integrated deluge system allows the fires to be quickly extinguished in the case of an emergency. Additionally, a comprehensive ventilation system allows instructors to control smoke and temperature levels enabling various fire behavior training.

Simply load wood into the burn tray and start the integrated propane burner with the handheld controller. The propane pilot and burner instantly produce intense flames to ignite the Class A materials. Built-in shielding protects the propane burner components from the Class A debris throughout the evolution. After the fire is extinguished, the propane burner quickly dries and reignites the wood for the next training session.



Each System includes:

- A new burn crib, complete with an integrated propane burner and deluge system.
- A water supply line, installed from the burn crib to the outside of the building, per local regulations.
- A water connection will be added to allow the connection of a supply line to the deluge system.
- A propane line from the burn crib to the regulated supply, per local regulations.

BullEx will provide BTU and pressure supply requirements with detailed design drawings.

Endless Training Evolutions

Class A fire technology creates new possibilities in training with carbonaceous fires. Class A fires enable the instructor to accurately provide instruction on two key elements of live-fire training, namely smoke and heat. The smoke is real smoke and its behavior mimics the smoke in a live fire situation. Using a flashlight, trainees can see the density of the smoke and have an indication of the height of the neutral plane.



Smart Class A Fire Technology features dual combustion technology to create fire using both gas and wood. The Smart Class A system features a specially designed Class A chamber with a built-in gas ignition module that the instructor can operate from a distance. The system includes full control of ventilation, allowing instructors to control the scenario, fire behavior, and neutral plane.

Once the fire has been extinguished, it can be lit again immediately — without having to load more wood into the burner. Although the wood remains wet after being extinguished, the gas flames and unique chamber design quickly dry and reignite the wood for the next training session. The dual-fuel burner is capable of igniting Class A material using propane or natural gas. This system allows trainees to completely extinguish the fire and reignite it almost immediately for countless evolutions, decreasing downtime and maximizing training.

The system contains a water suppression system and an emergency stop button. When the E-Stop is pressed the Class A fire is extinguished and the ventilation automatically adjusts to 100% capacity to quickly clear the smoke. The real heat, smoke and intense flames of Class A burns are ideal for a wide variety of training objectives.

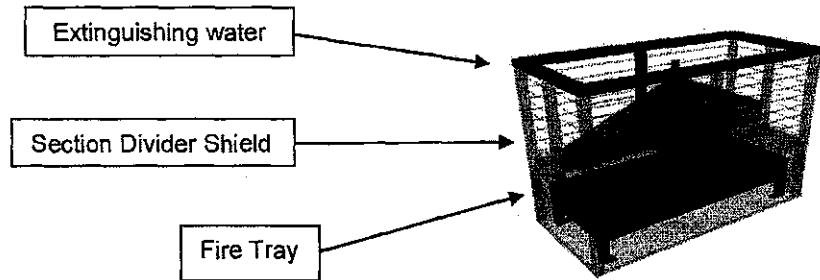
Smart Class A Burn Crib

The system is equipped with a gas-fueled fire tray to secure a swift reigniting of the wood after extinguishing. The fire tray is based on a dry burner system. A burner element is fitted underneath the wood crib. The gas escapes from the burner element at predetermined points. The gas is ignited by a continuous burning pilot flame.

The fire tray will be treated with a special heat-resistant black paint. As a result of the high temperatures present, this special paint provides a protective layer on the metal plate to prevent corrosion.



With proper use, an instructor should be able to provide approximately 6-10 evolutions an hour with the Smart Class A burn crib.

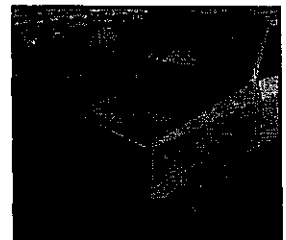


3. Vehicle Fire Prop / Garage Fire

The BullEx Vehicle Fire Prop will be located in a first floor interior garage. The training system includes:

Bullex Car Fire Prop

- 10-year construction warranty
- 1/4" and 1/8" all steel construction with protective heat resistant paint
- 1/3" C Channel galvanized steel frame. Thicker gauge steel at high heat areas allows for much longer life of car.
- Industrial gauge integrated steel casters for moving car prop
- Car prop dimensions: 12'6"l x 5' 6"w x 4'6"h
- 4 bum zones - Create driver and passenger compartment, engine, and wheel-well fires at the push of a button
- Live fire training prop used in conjunction with Hose Line Fire Training System
- Hinged hood, trunk, and passenger doors
- Driver and passenger seat backs, steering wheel, hood prop bar
- **Pry-able and Roll-able Hood** - Conduct forcible hood entry drills with the Pry-able and Roll-able Hood feature. The special design with replaceable hood plates of varying difficulty allows for challenging yet repeatable hood-rolling drills without damaging the prop.



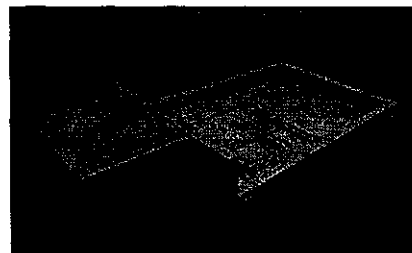
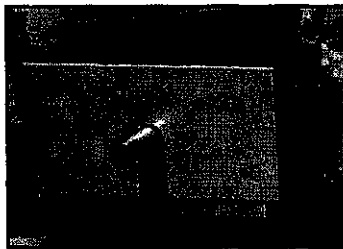
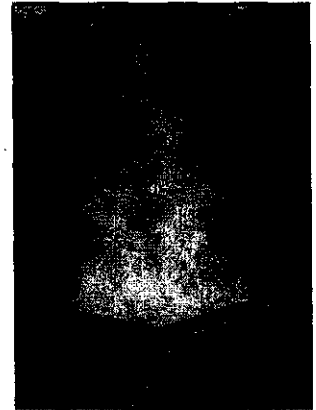


- **Integrated Cooling System** - Cooling piping is built into the vehicle itself and connects to a standard garden hose, allowing for long duration fire simulations while minimizing steel fatigue and wear. Ideal for use when practicing positioning of apparatus, angle of attack, and stretching the proper hose lines, etc. while the vehicle remains fully involved.
- **Smashable Headlights** - Conduct engine compartment extinguishing drills with the Smashable Headlights feature. Specially designed headlight holes in the grill allow for drills of varying difficulty with different types of metal headlight plates.
- All steel construction



Fire Tray and Pilot Control Box

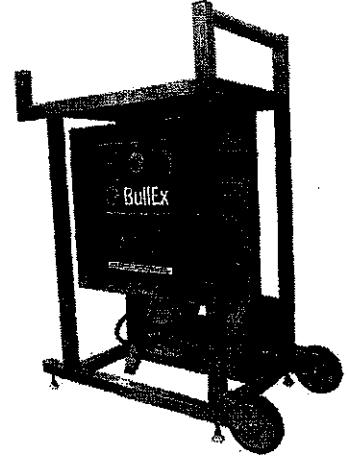
- Removable tray can be positioned independently to simulate a fuel spill or can be used in conjunction with several other Bullex training props
- Engineered for use with hand lines, CO2, and water extinguishers
- Liquid propane fueled industrial grade fire fighter training unit
- Stainless steel 4' x 6' fire tray
- **CSA Approved and UL Listed stainless steel** continuous burn forced air pilot control box with four (4) burn zones for realistic fire simulation
- Removable pilot box can also be used with other Bullex props or fire trays





Mobile Control Console

- **UL Listed Control Console** interfaces between props and upstream propane and power supply. Houses core propane and power components, control components, optional wireless and sound effect components (if selected), and **built in E-stop button**.
- Includes 50 foot propane hose with **self-sealing quick disconnect fittings**, specifically designed to prevent gas leaks up to 250psi in high-pressure propane delivery situations. Hose and fittings constructed to withstand environment elements and heat from normal operation.
- **NEMA 4X** rated to resist corrosion
- Wired remote (unless upgraded to wireless) to independently start and stop multiple burn zones, with deadman button
- Includes power cable to connect to customers power supply



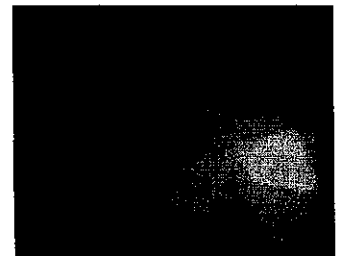


4. Custom ATTACK Scenario

Bullex will include Digital Fire Technology in the Southwestern CC training facility. Six ATTACK panels, complete with control and safety network, will be included in a custom digital fire room. The room will consist of three wall panels and three ceiling panels.

- The digital ATTACK system combines digital flames, sound and smoke to create a range of fire conditions that respond directly to hose line application.
- The digital ATTACK system is a training system using digital technology. Use the ATTACK system and smoke generator to create a fire that spreads from one panel to another. **Multiple panels allow limitless fire extension scenarios.**
- The ATTACK's digital LED panel responds to the hose line and flames diminish in response to proper hose line management.
- The ATTACK panel can be used with a hand line, water can, or laser nozzle. Instructors can run repeatable and variable evolutions with push button start and stop.
- Six ATTACK panels will be provided as part of this proposal. The Bullex Digital Fire ATTACK panels will be synced together to create various fire extension scenarios.

The Attack's digital flames respond to the hose line and diminish in response to proper hose line management. Instructors can run repeatable and variable evolutions with push button start and stop. The system will allow for realistic and repeatable digital fire training exercises to take place within the training rooms.

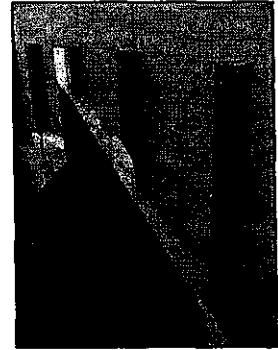




Thermal Shielding

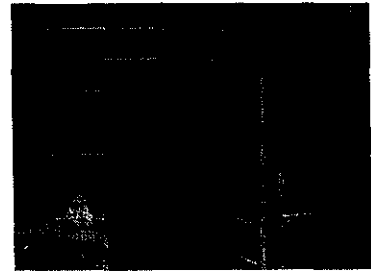
Steel Lining for Propane Fires

In order to prevent direct contact between flames and the structural walls, a wall and ceiling lining will be installed around interior direct fire impingement areas, per final requirements. This will prevent equipment fatigue and will extend the useful lifetime of the structure dramatically. The BullEx steel thermal lining system is designed for continuous burning at temperatures up to approximately 1,000°F.



Class A Refractory Tile for Class A Fires

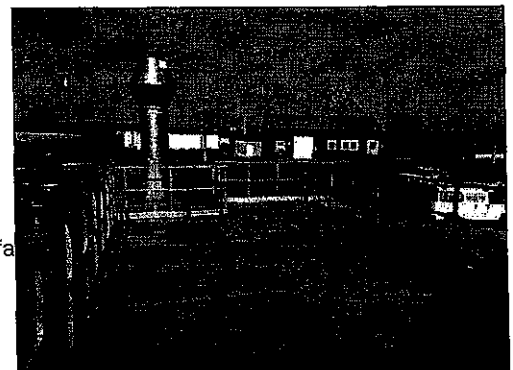
BullEx will install a special high heat insulation around the Class A burn crib. The heat resistant lining includes an interlocking refractory tile and encapsulated insulating material. The tiles shield and protect the training structure from the extreme environments associated with live fire training. The lining is able to withstand repeated high temperatures and extreme thermal shock created during fire training evolutions, without spalling, cracking or splintering.



Each fire tile is individually anchored to the structure with a durable stainless steel anchoring system. The system, coupled with the interlocking feature of the tiles, allows the lining to "float" with temperature fluctuations. The complete installation offers an impenetrable blanket of protection to the building structure. The system is designed to last approximately 15+ years with only minimal maintenance.

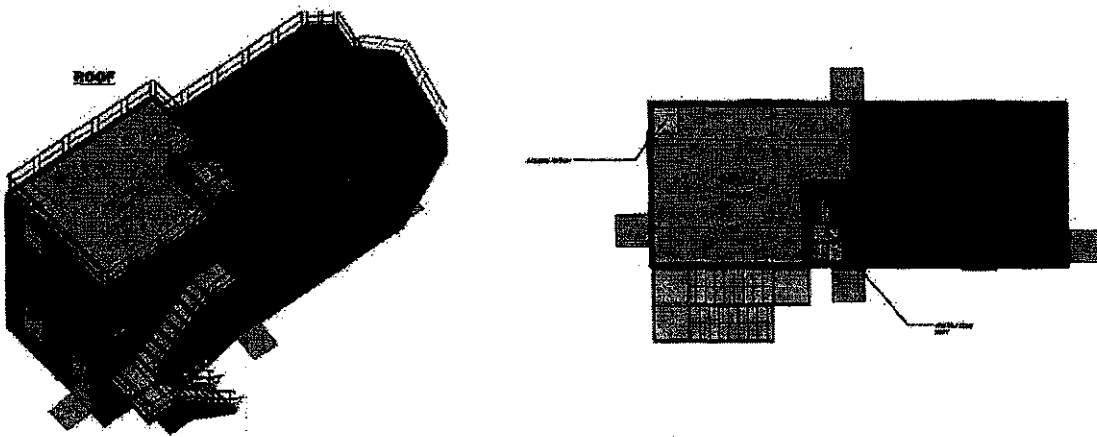
- Designed for continuous burning at temperatures between 1,400 and 2,400°F;
- No cooling down or drying out time is necessary. There are also no restrictions based on ambient temperature or atmospheric conditions;
- Resistant to thermal shock. Our linings "float" with temperature fluctuations;
- The system has expansion/contraction joints in both directions;
- Rugged high pressure water streams will not harm the tiles;
- Designed to keep water and steam out. The ship-lapped design protects the insulation and structure from water, steam and heat damage.

Walkable Roof



The container structure will include a walkable roof above the two 20' containers on the third floor. The walkable roof will be fitted with additional steel support and include a safety railing around the entire perimeter. A ladder and hatch will be included to access the walkable roof. The walkable roof area will also house the exhaust fan above the technical shaft (approximately 8' x 8').

Anchor points will be included on the flat roof area for rappelling. Below is a rough sketch of the walkable roof area.



Pitched Roof

A double pitched roof will be built on the third floor of the container structure to allow various roof training evolutions. The pitched roof area will include a safety railing. The type of roofing will be asphalt shingle.

Camera and Video Playback Package

Cameras will be installed in the fire rooms and adjacent rooms, as well as the roof, to allow instructors to record and playback trainees' evolutions. Package includes:

- Eight wall/ceiling mounted digital color video cameras
- Software to record video display

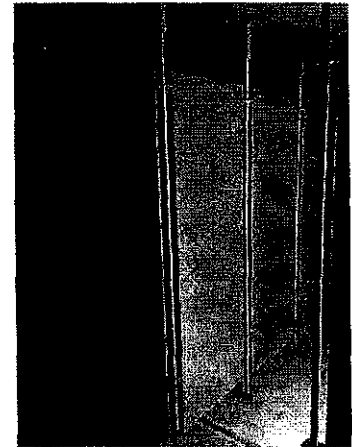


Standpipe

A working standpipe will also be installed in the staircase of the training structure. The standpipe will be used to provide hands-on training in hose connection and manual application of water to fires in buildings. There will be one connection on each floor, with a fitting that is up to US/NFPA standards. The exterior connection will be double female 2.5" swivel nht and interior connections will include two male 1.5" nht connections on each floor.

Movable Walls

The interior of the training simulator will include movable walls in order to vary training scenarios. One movable wall section will be on the first floor and another on the second floor. These heavy duty partitions are constructed of durable steel and can be safely secured to attachment points within the container structure. The partitions can be assembled in different configurations, allowing instructors to create a wide variety of interior environments within a single room. The moveable wall system is ideal for fire attack, search and rescue, ventilation, and other interior training exercises in a way that continually challenges trainees during drills.



Smoke Distribution System

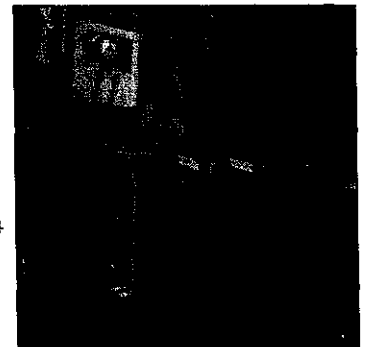
BulEx designs and manufactures industrial-grade, glycol-based fire fighter training smoke generators. To create synthetic smoke in the fire training simulator, BulEx will install a synthetic smoke distribution system. This smoke system consists of:

- Smoke generator with internal computer system
- Central tank with smoke fluid reservoir
- Smoke delivery system



Synthetic Smoke Generation

From the smoke generator, a spiral pipe will be ducted to each fire room or smoke room.





BullEx Smoke Generators use smart controls to continuously produce the best smoke possible for fire and emergency services training. Built on steel chassis with all metal structural components, these smoke generators are built to handle the toughest training demands. Smart controls and an integrated smoke liquid tank enable our generators to produce smoke continuously for hours. Dual heaters and a specialized heat exchanger ensure efficient smoke production on a large-scale basis. Our smoke generators are capable of creating 100% obscured visibility at a height of no more than 20" above the floor within 15 seconds of activation. The high volume of continuous smoke is ideal for horizontal or vertical ventilation drills and helps show the effects of Positive Pressure Ventilation.

The smoke generator shall use a glycol based smoke fluid. The generator and fluid have been third party tested to confirm that the smoke emissions are within safety thresholds (including formaldehyde and diethylene glycol).

Exterior Stair Case

An exterior piggy back stair case will also be included in the container trainer structure. The exterior staircase will be built of galvanized steel.



Ventilation System/Air Supply

Ventilation of technical rooms, fire rooms and smoke training rooms is critical for both trainer and trainee safety. It also ensures a supply of fresh air for optimal combustion. Adequate ventilation prevents excessive concentrations of nitrous gases (NO + NO₂) and carbon monoxide (CO).

The air supply for the fire rooms is controlled by a ventilator.

Ventilator:

The ventilation system also works to control the temperature at the top as well as the bottom of the SmartClass A room. To accomplish this, the ventilation controls are directly linked to the burn tray controls and all safety systems.

A single-suction, high temperature, centrifugal ventilator will be installed (exact location TBD). The casing of the fan and the exhaust will be able to resist extremely high temperatures and are water and corrosion resistant.

The ventilation system will refresh approximately 30 to 80 times per hour depending on the area, compliant with NFPA regulations.

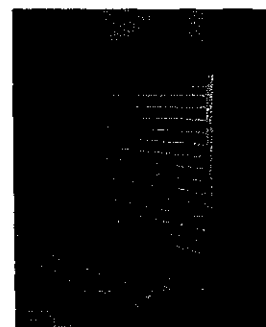
The ventilator is connected to a frequency regulator. This frequency regulator will be activated through:

- The temperature monitoring system;
- The gas detection system;
- The emergency stop system.

The frequency regulator will also regulate and protect the engine fan (overheating, turning in the right direction, failing phase, etc.).

The air will be controlled by an air pressure switch that measures the pressure difference between the suction ducts which are mounted on the ventilator. The control box with the air pressure switch is mounted on the ventilator.

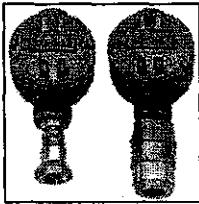
Ventilation grids are installed at strategic points on both the inside and outside of the container, ensuring a supply of fresh air in the rooms. All ventilation grids are made of galvanized steel.



BullEx Safety System

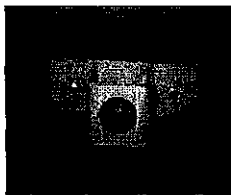
Our BullEx fire training solutions come standard with safety systems to ensure optimum performance of your fire training facility. These include a gas detection system, temperature monitoring system, emergency stop system, evacuation lighting and an audio visual alarm. These safety systems are connected to the BullEx Control System, providing a complete operational and monitoring solution.

LEL Gas Detection System



BullEx will install a comprehensive gas detection system where required by our design of the training area. The system will continually measure gas/oxygen levels in training rooms as well as in technical rooms, and will communicate the values to the central control system. In the event that gas levels exceed predetermined thresholds, the system will automatically go into a safe shutdown mode.

Temperature Monitoring System



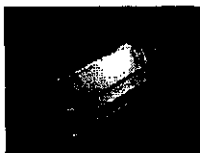
To protect trainees, instructors and training equipment, BullEx will install a temperature monitoring system customized to your training unit. Temperature measurements are fed to the central control system which controls the ventilation system. If the temperature in any room exceeds the maximum safety threshold for personnel, a temperature safety over-ride will shut down the heat source within the training areas immediately and initiate full ventilation.

Emergency Stop System



In addition to the automated safety monitoring and control systems, BullEx will design and install a series of emergency shutdown buttons. In addition, an emergency shutdown relay will be installed in the control cabinet. This relay is designed to control the various safety components and, if activated, will automatically initiate safety shutdown procedures.

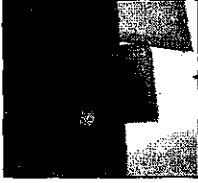
Evacuation Lighting



Lighting will be installed where appropriate, in order to provide safe egress during an emergency situation. The emergency lighting will be both automatic and manually controlled by the wireless remote control and/or control system.



Audio Visual Alarm



An audio visual alarm system will be connected to the overall control network. A signal light will be placed on the outer wall of the control room and be accompanied by a unique audio signal per type of emergency.



Gas, Water and Electricity Systems

The main gas, water and electrical supply lines will need to be provided by the customer or its third party contractor to a designated area outside/within the training unit.

Gas System

Our Bullex gas system is designed with safety in mind. In case of an emergency, all gas valves connecting the fuel sources and the training unit will automatically close.

On request, we can submit details about the proposed gas management installation, integral safety features, the regulation of gas flow, ignition of gas, minimization of the risk of excessive accumulation of gas, and ventilation requirements.

Water System

Our water system design includes an automatic feature that drains the water-based training systems during training and at the end of the training day. On request, we can submit details about the proposed water management installation.

Electrical System

A main control electrical cabinet will be placed in the technical area and will feed the entire training installation.

Drainage

Customer will be required to provide a drainage connection from the training structure.

Telecoms

A LAN connection with Internet access supplied by the customer is required to enable the manufacturer to perform remote diagnostics, remote support, remote software upgrades, determine service intervals, etc.

If a LAN is not possible, it may be possible for Bullex to supply an optional GSM connection. However, a land line is highly recommended due to faster and more reliable Internet connection.

BullEx Simulator Control System

BullEx employs a number of safety elements in its installations, including the use of a central control system that continually checks all fire scenarios against multiple pre-set safety parameters including temperature, gas levels, and ventilation. The integrated control system is composed of several modules and the various safety features are operated and controlled by a central unit. This central unit receives sensory data from the fire unit and related equipment (such as gas meters and air flow meters, for example) and controls and approves the ignition or operation of the various fires.

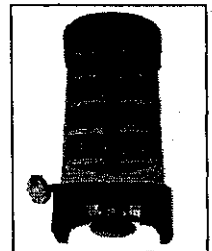


The fire simulator control system checks that all settings are within pre-determined safety thresholds and monitors system operation. Interlock systems automatically prevent fires from being activated if predetermined safety limits are not met.

Main Control

The main control system allows BullEx training units to operate at varying intensity or flame height levels. The main control system consists of:

- **Control Cabinet** – including all burner control, emergency, safety and service components. The control system will automatically send self-diagnostic and fault information to the BullEx technical support team. This connection will also allow remote technical support and software interventions as needed;
- **Remote Control** – allows instructors at the burn area to run, pause, continue, and end each training exercise and to control operation of the ventilation system, smoke generator, lighting and flame growth.





Delivery & Training

Installation, Set-up and Training

BullEx technicians will install the gas sensors, temperature sensors, emergency stop system and control console with associated support components. The customer will be responsible for the power and gas supply to the external components of the control console.

BullEx will provide an 8-hour train the trainer session, a written user manual, and toll-free technical support.

Power and Fuel Supply

The customer assumes responsibility to contract with a local third party to provide adequate power and fuel supplies for the BullEx training systems. The main contractor/third party will need to ensure that an electrical power supply is installed in the control area with an overall length of approximately 10 feet. BullEx will install the main control cabinet and connect the electrical power to this cabinet, from which the whole installation will be fed.

Calibration

Gas sensors require periodic (once every 3-6 months) calibration, which must be performed by a BullEx representative or other qualified technician.

Additional Notes

Excluded from project:

- Foundation to bear the container structure
- Groundworks (if applicable)

Customer is responsible for:

- Clearing the area and enabling us to unload and erect the structure with a crane positioned directly next to the final position.
- Arranging water drainage from the training structure
- Obtaining any permits required for installing and operating the system, gas storage, etc.



Warranty

BullEx warrants for a period of one year after the date of Final Acceptance against any defects in workmanship, materials or software. Conditions of use are outside of the control of Manufacturer. It is the responsibility of the user to inspect and maintain the Simulator to assure they remain fit for their intended purpose. In order to maximize the useful life of this product, the product should only be used by appropriately trained personnel following proper training procedures and in accordance with the product's warning, use, inspection, maintenance and care instructions.

EXCEPT AS SET FORTH ABOVE, MANUFACTURER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PUPOSE.

Under the above warranty, the Manufacturer shall repair or replace, at its option, any product or part that does not meet the above warranty. Such repair or replacement shall be the Buyer's sole remedy and the Manufacturer shall not be responsible for any incidental, consequential, or other damages based upon or arising in any way from any breach of the warranty contained herein or the purchaser's use of the product.

The word "product" includes the Simulator itself and any parts or labor furnished by the Manufacturer with the sales, delivery or servicing of the product.

The Manufacturer shall provide replacement parts according to its most recent price sheets, with delivery made according to mutually agreed terms. If replacement parts are provided under warranty they will be provided at no cost to the Buyer. Replacement of any parts damaged as a result of excessive usage and operation, defined as greater than 85 hours/month or 1,000 hours per year, or more than 10 hours continuous operation, shall be excluded from the warranty.

Telephone support is offered within the warranty period to assist with trouble-shooting faults and to assist the customer in replacing parts covered under warranty. At the conclusion of the warranty period, telephone support will be offered as part of a separate Maintenance Contract offered by the Manufacturer. The Buyer understands that Telephone support and assistance can only be guaranteed during normal office hours and on normal workdays.

The Manufacturer's limited 1 year warranty becomes void if the Buyer alters the Simulator or its installation without written consent from the Manufacturer.



Bullex General Terms and Condition of Delivery and Service

Article 1 Applicability

- 1.1 These General Terms and Conditions of Delivery and Services apply to all Bullex offers, services, deliveries and contracts.
- 1.2 These general terms and conditions may be departed from only if Bullex expressly states or acknowledges this in writing.
- 1.3 Other general conditions, such as the purchasing terms and conditions of other parties, shall apply, insofar as they do not conform with these general terms and conditions of delivery and service provision, only if Bullex has expressly agreed to their application in a separate written document.
- 1.4 These general terms and conditions also apply to the personnel and assistants of Bullex who are engaged in the performance of the contract, and to third parties who are performing the contract wholly or partly on behalf of Bullex.

Article 2 Bids, Contracts, & Tenders

- 2.1 Unless they contain a time limit for acceptance, all tenders are non-binding. Additionally, they do not include any state, local, or government taxes, duties, and/or custom charges unless specifically stated. A non-binding tender can be revoked by Bullex for up to one week after acceptance by the other party. In reading the measures, weights, colors and technical data contained in the tenders, the other party should allow for minor discrepancies which do not exceed the normal limits.
- 2.2 Sizes, weights, colors and technical details in the offers should be read in such a way that the counter-party must take account of small deviations that do not go beyond the boundaries of what is considered normal.
- 2.3 Prices in tenders and contracts are based on the relevant circumstances and date (particularly the salary and materials costs) which were in force or known to Bullex at the time of preparing the tender or concluding the contract.
- 2.4 Bullex is entitled to adjust offered or agreed prices according to reasonableness and fairness if there is a change in these circumstances or data after the issuing of the tender or the conclusion of the contract, but before the performance of the contract.
- 2.5 Tenders issued and contracts entered into by representatives, sales agents or intermediaries are binding on Bullex only after the order has been confirmed in writing.
- 2.6 Bullex bears no responsibility/liability for designs developed by the client, even if Bullex has advised on these designs. Likewise, Bullex bears no responsibility/liability for parts and materials provided to Bullex or prescribed by the buyer.
- 2.7 Bullex is only bound by offers and contracts produced/concluded by representatives, commercial agents, or intermediaries after a written order confirmation by Bullex.

Article 3 Delivery

- 3.1 All deliveries are made from Albany, NY.
- 3.2 Unless expressly agreed otherwise, stated delivery times shall not be regarded as deadlines. In the event of late delivery, the other party must give Bullex due notice before Bullex can be in default.
- 3.3 The agreed delivery time commences with effect from the date of the written confirmation of order.
- 3.4 If Bullex is prevented by force majeure from making full, correct and proper delivery within the delivery time, Bullex is entitled to cancel the contract, or to inform the other party of a reasonable period within which full, correct and proper delivery can still be made, without Bullex being bound to pay any compensation.
- 3.5 By force majeure on the part of Bullex is meant when Bullex is prevented, after the conclusion of the contract, from fulfilling its obligations under this contract or from preparing to fulfill them, e.g., as a consequence of war, war danger, civil war, riot, act of war, fire, water damage, inaccessibility of certain areas, flooding, strikes, works occupation, lockout, hindrances to imports and exports, official regulations, defective machinery, interruptions in the power supply, all of these both in Bullex's factory and in the third party establishments from which Bullex wholly or partly draws the necessary plant or raw materials, as well as in storage or during transport, whether or not under Bullex's own control and, further, through all other causes arising through no fault of Bullex or outside its area of risk.
- 3.6 Bullex is entitled to have deliveries made or services performed by third parties.
- 3.7 The buyer should ensure that Bullex is able to carry out the installation work undisturbed. Amongst other things, the buyer should ensure free access to the installation site and the availability of all the necessary facilities.

Article 4 Liability

- 4.1 All liability concerning products, delivery, processing, transport and use of goods delivered by Bullex is excluded excepting in the case of intent or gross negligence on the part of Bullex.
- 4.2 Only the damage which Bullex is insured of, will be compensated, or should reasonably insured of.
- 4.3 The following are not subject to compensation: Consequential loss, including damages due to business stoppage and loss of profit; Damages inflicted on persons and/or property found in the vicinity of the location where the contract is being performed inflicted by or during the performance of the contract; Damages caused by third parties, such as auxiliaries engaged by Bullex.
- 4.4 Should Bullex incur any liability to third parties as a result of the performance of the contract, the counter-party will indemnify Bullex in regard to this liability.

Article 5 Amendment of contracts

- 5.1 If the other party cancels a contract, Bullex is entitled to recover from the other party the costs which it has incurred that can no longer be recovered, as well its lost profit.
- 5.2 The lost profit must amount to at least 25% of the payment (excluding turnover tax) that Bullex would have received from the performance of the contract.

Article 6 Complaints

- 6.1 Complaints, issues, or any deviations do not entitle the other party to defer or suspend its payment obligations to Bullex.
- 6.2 Complaints must be submitted in writing, and supported by reasons, within fourteen days of the other party having taken cognizance of the complaint, or of reasonably being able to take cognizance of the complaint, in the absence of which Bullex is entitled to disregard the complaint.
- 6.3 If the complaint is justified, Bullex is entitled, as it sees fit, to reduce amount of the invoices it has prepared, or to improve the results of its work.

Article 7 Transport

- 7.1 Bullex is entitled to determine the mode of transport.
- 7.2 Transport costs are not included in the tender and selling prices, but are in charged separately to the other party, unless expressly stated in the tender, bid, or contract.
- 7.3 Transport takes place at the other party's risk.
- 7.4 The goods will be supplied by Bullex in packaging that Bullex deems appropriate. If the buyer prescribes different packaging, Bullex is entitled to charge the buyer for the costs thus incurred.

Article 8 Payment

- 8.1 Payment must always be made within 30 days of the invoice date, without any discount or offset, at Bullex's office or by transfer to Bullex's bank account.
- 8.2 Bullex retains the ownership of goods until the time that the due purchase sum, including any statutory interest, collection costs etc., has been paid in full and received by Bullex, even if the goods have meanwhile been processed or incorporated into other products.

8.3 If the counter party does not pay within the set time, it shall be deemed to be legally in default without the requirement for any warning or notice of default.

8.4 From that moment, the statutory interest, as well as legal and other costs incurred in order to secure the performance of the contract, its cancellation and/or compensation, will be chargeable to the other party, except if Bullex is ruled a gainst by a final and conclusive judgment of the court.

8.5 The collection costs shall amount to at least 15% of the outstanding sum, subject to a minimum of three hundred US dollars.

8.6 The counter-party is at all times obliged to furnish security to Bullex, immediately upon request, for the fulfillment of its obligations. If the counter-party does not comply with this request, Bullex will be entitled to dissolve the contract, as well as any other still existing contracts between Bullex and the counter-party, without judicial intervention, and to claim damages.

Article 9 Industrial property rights

- 9.1 The other party recognizes Bullex's copyright or patent right and/or models right in respect of its inventions or its designs.
- 9.2 The copy or patent and/or models rights to the designs and inventions devised and made by Bullex in the execution of an order rest solely with Bullex.
- 9.3 Unless otherwise agreed in writing, the original designs made by Bullex in the performance of a contract rest with Bullex and the other party is not permitted to use the design sent to it for approval for any other purpose than for assessing whether the work can be executed in conformity with the design.
- 9.4 If an object of the contract is subject to a copyright/patent/design protection held by Bullex, the counter-party of Bullex receives a license (unlimited in scope and duration) for the nonexclusive use of that right.
- 9.5 The license is valid only if the other party fulfills the financial obligations connected with making available the copyright-protected design.
- 9.6 The license applies solely to the use of the design or invention in question by the other party itself or by persons or bodies who take over or continue the operations of the other party in such a manner that they can be identified in this regard with the other party.
- 9.7 Use of the license by third parties is not permitted except after written permission has been obtained from Bullex.
- 9.8 As long as there is retention of title in place, Bullex can reclaim the goods without this constituting default. The buyer irrevocably authorizes Bullex to enter the places where these goods are located. Additionally, the buyer is not authorized to alienate the goods, nor to encumber the goods with any right or restricted right.

Article 10 Jurisdiction

- 10.1 The parties elect Albany, NY for the jurisdiction for any legal disputes for this contract.
- 10.2 The locally competent court will be exclusively authorized to take cognizance of any disputes between the parties, unless the provisions of mandatory law conflict with this choice of law.

Article 11 Applicable Law

- 11.1 All legal relationships between the parties are governed exclusively by US law, to the exclusion of all other legal systems.
- 11.2 The Vienna Sales Convention (CISG) is not applicable, nor are any other international rulings from which exclusion is permitted.

Article 12 Guarantee

- 12.1 Bullex guarantees the proper functioning of its products and the soundness of the materials and parts used therein for a period of twelve (12) months after delivery or for any other such term as agreed in writing between Bullex and the counter-party. No guarantee is given for products that were not new at the moment of delivery.
- 12.2 If the agreement involves the processing of material delivered by the buyer, Bullex guarantees the product incorporating the material of the Buyer for a period of six (6) months after delivery. If the processing proves to be unsound, Bullex may, at its own discretion, either remedy the fault or perform the processing again using material to be delivered by the buyer, or refund a proportionate amount of the purchase price.
- 12.3 Parts for which the wear-and-tear is dependent on the intensity and frequency of use of the product delivered are guaranteed for twelve (12) months of normal usage as determined by Bullex.
- 12.4 If the daily use is deemed to be more intensive than normal for the product delivered, the guarantee period will be shortened proportionally.
- 12.5 Bullex must be informed of more intensive use. If the counter-party fails to do so, the guarantee for wear-and-tear parts is cancelled in full.
- 12.6 Faults that arise after modification or repair by third parties or if the products are not used for the purpose for which they are intended, faults that arise due to normal wear-and-tear, injudicious use or improper maintenance, are not covered under the guarantee. The buyer is also barred from invoking the guarantee provisions for the following:
 - (a) If software and/or systems purchased by the buyer have been installed without the prior permission of Bullex.
 - (b) Upon normal wear-and-tear (exception: parts listed under point 12.03)
 - (c) If the buyer has neglected maintenance of used the goods for purposes for which they were not designed.
 - (d) If the buyer has modified the goods or had the goods modified by third parties.
 - (e) In the event of injudicious or reckless use, improper connections, improper voltage, lightning strike, damage due to moisture penetration or other external causes or calamities.
 - (f) If software problems arise due to the installation of software applied by third parties without the explicit permission of Bullex.
- 12.7 In principle, the repairs under guarantee will be carried out by Bullex at the factory location. If repairs at Bullex's own site are not possible, the buyer is only entitled to the replacement or repair of the faulty parts (unless otherwise explicitly agreed).
- 12.8 Bullex can decide not to repair the goods but instead to replace them with brand new or equivalent goods, or to take back the goods and if appropriate refund part of the purchase price and/or offer a comparable alternative.
- 12.9 The goods replaced under guarantee will be the property of Bullex.

Article 13 Dissolution

- 13.1 Bullex is authorized to dissolve the contracts concluded with the counter-party without judicial intervention, retaining in full its rights to claim damages, in the event of:
 - (a) Overdue payment on the part of the counter-party of collectable amounts;
 - (b) Interruption of payment by the counter-party;
 - (c) Application for suspension of payments by the counter-party;
 - (d) Application for bankruptcy by the counter-party;
 - (e) Placement under conservatorship of the counter-party;
 - (f) Liquidation of the counter-party's business;
 - (g) For on-site delivery: failure to take the sold goods within the agreed term (or, if no term is agreed: within three months) by the counter-party. Bullex will be entitled to dissolve the contract, as well as any other contracts performed between Bullex and the counter-party, without judicial intervention, and to claim damages.



Contact

Thank you for considering Bullex as a trusted source for your fire training. It has been an honor for us to provide you with this proposal.

Please do not hesitate to contact us should you require any more information or have any questions about the proposal provided or our company.

Kyle Haines
Regional Sales Manager

20 Corporate Circle
Albany, NY 12203
Ph: 888-4BULLEX | 518-689-2023
Fax: 518-689-2034



MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 10, 2018

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Resolution regarding spotlighting

COMMENTS/RECOMMENDATION:

Stemming from public comment at the April 10, 2018 regular meeting, the County Attorney is in the process of preparing a draft resolution regarding the practice of "spotlighting" in the county for the board's discussion and/or consideration. It will be forwarded in a separate e-mail to the board.

Attachments _____ Yes No

Agenda Item 11D

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 10, 2018

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Dog park

COMMENTS/RECOMMENDATION:

Chairman Tate has some thoughts he would like to share regarding the aesthetics of the dog park located near Wesley's Park along the Little Tennessee River Greenway.

Attachments _____ Yes X No

Agenda Item 11E

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: May 8, 2018

DEPARTMENT/AGENCY: Grand Finale Entertainment, LLC

SUBJECT MATTER: June 9, 2018 fireworks display

COMMENTS/RECOMMENDATION:

Please see the attached application and supporting documentation for a fireworks show scheduled for June 9, 2018 at the Old Edwards Inn's The Farm location in Highlands, NC. The show is for a private wedding reception.

Attachments 1 Yes No

Agenda Item 11F

April 10, 2017

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



RE: June 9, 2018 OEI The Farm outdoor fireworks permit request

Dear Mr. Teem:

On behalf of Grand Finale Entertainment, Inc., I'm writing to submit this request for permit to conduct an outdoor fireworks display on Saturday, June 9, 2018 at Old Edwards Inn's The Farm location: 336 Arnold Rd Highlands, NC 28741. This fireworks show is for a private wedding reception and we are only using UN0336 1.4G Consumer Class-C devices. No aerial shells or splitting devices in the sky will be used in this location. Only lower level strobes, fountains, wheels, mines and comets will be in use.

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, Inc. 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 NC Commissioner's Office 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 white background.

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

**APPLICATION FOR PERMIT TO EXHIBIT, USE AND/OR DISCHARGE
PYROTECHNICS FOR CONCERT OR PUBLIC EXHIBITION**

1. Display Operator/Applicant's full name and address: John Adair
6 Claru Ridge Rd, Fletcher, NC 28732
2. Has the Display Operator/Applicant been issued a display operator license under N.C. Gen. Stat. § 58-82A-3 and does the same remain in effect? yes. Attach copy.
3. Place of proposed public exhibition: Old Edwards Inn, The Farm: 336 Arnold Rd Highlands, NC
28741
4. Will the exhibition be indoor? no. If so, additional rules apply.
5. Will the proposed exhibition be in connection with concerts or public exhibitions, such as fairs, carnivals, shows of all descriptions and/or public celebrations? No. If so, which:

6. Will the proposed exhibition be used for any other purpose? Yes. If so, what? Private wedding
7. Does the Display Operator/Applicant have insurance in the amount of at least five hundred thousand dollars (\$500,000) or the minimum amount required by the North Carolina Building Code pursuant to N.C. Gen. Stat. § 143-138(e), whichever is greater? Yes, \$2million
Attach full copy of the same.
8. The names of all Individual(s) who are to exhibit, use, handle or discharge pyrotechnics in connection with the concert or public exhibit: John Adair
9. Have all persons identified in #8 above completed training and licensing required under Article 82A of Chapter 58 of the North Carolina General Statutes? Yes
10. Will the display operator or proximate audience display operator, as required under Article 82A of Chapter 58 of the North Carolina General Statutes, be present at the concert or public exhibition? Yes
11. Will the display operator or proximate audience display operator, as required under Article 82A of Chapter 58 of the North Carolina General Statutes, personally direct all aspects of exhibiting, using, handling, or discharging the pyrotechnics? Yes
12. Does Display Operator/Applicant have all necessary permissions from the property owner of the lands where the display will take place? Yes

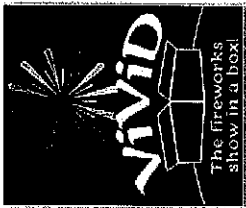
I certify under penalty of perjury that the responses to the above are truthful all respects.

This the 18th day of April, 2018.

James Fish

CEO Grand Finale Entertainment LLC

Display Operator/Applicant



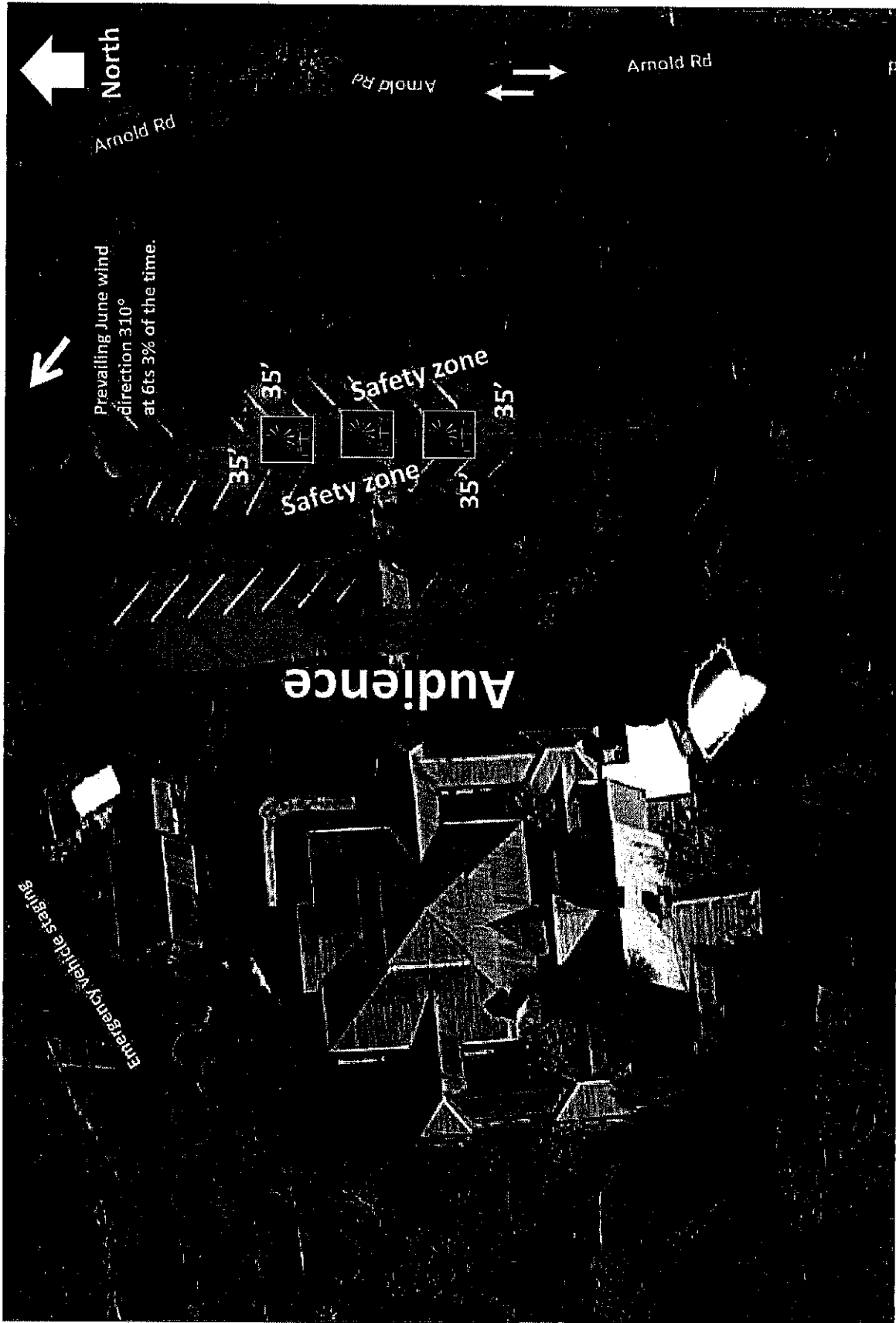
Event:
M. Elizabeth Events
wedding

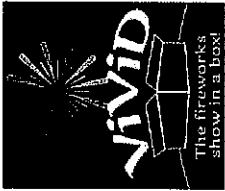
Event Date:
June 9, 2018

Show Time:
10:00 PM

Show Location:
Old Edwards Inn
The Farm
336 Arnold Rd
Highlands, NC 28741

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





VIVID Fireworks Product Device Description June 9, 2018

- **Fireworks to be used in this show:**
 - Only 1.4G Consumer UN0336 Class-C fireworks
 - Total quantity of fireworks to be used estimated at 66 devices
 - Types of fireworks to be used: **NO** aerial bursts or spitting devices in the sky – only using lower level fountains, strobes, wheels, comets, mines. All 1.4G Consumer Class-C devices.
 - No plastic or metal mortar racks will be used in this show

Some show logistical notes:

- Fireworks show time estimated to be 10:00 PM Sat., June 9, 2018
- This show will only require about :15 minutes of set up time prior to shoot time
- Show duration approximately 7-8 minutes
- Clean up post show is approximately :20 minutes
- 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 follow NFPA 1123 guidelines and include a thorough walk through the property to clear debris and/or remove any remaining un-fired devices

NORTH CAROLINA
DEPARTMENT OF INSURANCE
OSFM
OFFICE OF STATE FIRE MARSHAL

Wayne Goodwin

Commissioner of Insurance
State Fire Marshal

Rick D. McIntyre

Senior Deputy Commissioner
Assistant State Fire Marshal

Outdoor Pyrotechnics
Display

**OPERATORS
LICENSE**

2 0 1 8

J U N

**John Adair
License # 2056**

CERTIFICATE OF INSURANCE


ISSUE DATE 4/9/2018

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	
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/18-0003	01/11/2018	01/11/2019	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	OTHER \$
					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
 Old Edwards Inn and Macon County North Carolina Commissioners Office are Additional Insured as respects the 1.4 G Class C aerial firework display on 06/09/2018 located at 336 Arnold Rd Highlands, NC 28741

CERTIFICATE HOLDER Shelbi Simpson of M. Elizabeth Events 4268 Cahaba Heights Ct # 148 Birmingham, AL 35243	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: April 10, 2018

DEPARTMENT/AGENCY: Governing Board/County Attorney

SUBJECT MATTER: Possible opioids litigation

COMMENTS/RECOMMENDATION:

The County Attorney will initiate a discussion as to whether the county would want to join in litigation regarding the opioids issue and if the board would like to hear from an attorney, Garry Whitaker, on this matter.

Attachments _____ Yes X No

Agenda Item 11G

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: May 8, 2018

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Consent Agenda

DEPARTMENT HEAD COMMENTS/RECOMMENDATION:

- A. **Minutes** – Consideration of the minutes from the April 10, 2018 regular meeting, per Attachment 12A.
- B. **Finance** – Consideration of budget amendments #191 through #194, per Attachment 12B.
- C. **Tax releases** – Consideration of tax releases for April 2018 in the amount of \$295.02, per Attachment 12C.
- D. **Ad valorem tax collection report** – No action is necessary. Attachment 12D.

COUNTY MANAGER'S COMMENTS/RECOMMENDATION:

Attachments X Yes No

Agenda Item 12 (A) (B) (C) (D)

MACON COUNTY BOARD OF COMMISSIONERS
APRIL 10, 2018
MINUTES

Vice-Chairman Beale called the meeting to order at 6:01 p.m. and welcomed those in attendance. All Board Members (with the exception of Chairman Tate and Commissioner Higdon), the County Manager, Deputy Clerk, Finance Director, County Attorney, members of the news media and interested citizens were present.

ANNOUNCEMENTS: Vice-Chairman Beale noted that Chairman Tate would not be in attendance this evening, and that Commissioner Higdon had a death in the family and the funeral was today and he might be late in arriving. Vice-Chairman Beale also announced that services would be held on Saturday, April 14 at 2 p.m. for Frank Wood, whose remains were recovered from the USS Oklahoma at Pearl Harbor in Hawaii following his death there at the age of 23. Mr. Wood's service will be held at Carson Cemetery. Also, the County Manager noted that Chairman Tate would be calling in via telephone to listen to the meeting with the understanding that he cannot vote on any of the matters that will come before the board.

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

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

PUBLIC COMMENT PERIOD: **Jim Gray** spoke regarding the revised Animal Control Ordinance and thanked the board for holding the public hearing and also thanked Macon County Public Health Director Jim Bruckner for his work on the ordinance, which Mr. Gray said made it a much stronger, much better document. **Donald Waldroop** addressed the spotlighting of deer and pointed out that the county has no ordinance about shining lights after dark from the public road right-of-way. Mr. Waldroop recounted some instances of this activity he had witnessed near his house, and said that other counties have ordinances that make this illegal and asked the board to consider taking such a measure. The County Attorney noted that this can be done through a local bill in the state General Assembly following action from the county's board of commissioners. **Robin Woods** also spoke to the spotlighting issue and to

hunting on private property. He said more than 30 counties in North Carolina have laws about hunting on other people's property and require the landowner's permission to do so. He said this gives law enforcement "a little more teeth" and that it shouldn't be a burden on the landowner. "No ethical sportsman would object to that," he told the board.

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

- To add approval of a letter to Sourwood Running, LLC to allow the Smoky Mountain Relay running event to take place within the county as Item 11G under New Business, per the County Manager.

MAKIN' BOTS ROBOTICS TEAM: Jennifer Love, the STEM Coordinator for Macon County Schools, introduced the members of the Makin' Bots Robotics Team and the team's robot. She said she wanted to thank the board for its support of the county's STEM (Science, Technology, Engineering and Math) program. She explained how grant funding had supported the program and that one large part of it was the robotics portion. She told the board that the program is entering its fourth year of the LEGO League, and that the school system has an average of 70 students in grades 5-8 who have participated and go to competition each year. In the past year, a high-school level FIRST Robotics Competition program was started through a partnership with the local manufacturing firm Tektone, which provided space as well as mentors for the students. "The team has also been supported by community volunteers and parents who guided our students through the building and programming of our robot for competition," she said, with grant funding coming from NASA and Duke Energy. For the team's "rookie" season, 15 high school students from Franklin High and Macon Early College participated, and the team had recently returned from competition in two weekend tournaments where it earned the "Rookie Inspiration Award" and the "Highest Rookie Seed Award" and came within one spot of going to state competition. She introduced the student members of the team, who talked about how the robot project evolved and shared some of the "bumps" along the way. The students said that additional funding and mentors are needed and spoke to how the program has taught them perseverance. They thanked Ms. Love for her guidance. Vice-Chairman Beale called the work of the team "absolutely marvelous" and told Ms. Love, "We cannot thank you enough." No action was necessary.

REVISED ANIMAL CONTROL ORDINANCE: Public Health Director Jim Bruckner outlined the changes that had been made to the proposed revised Animal Control Ordinance following the public hearing on the matter at the board's February 13, 2018 regular meeting. He explained that there were two major changes following comments made at the hearing, one regarding

adequate shelter for large animals and the other regarding the ordinance's relationship to hunting laws. He said the revised ordinance also eliminated all of the small, complicated parts and pieces and made the ordinance a lot clearer and a lot easier to administer. Vice-Chairman Beale and the County Attorney then pointed out that in order for an ordinance to pass on first reading, all of the members of the board must vote in favor of it. So with two members absent, the board members present agreed to move forward and vote on the first reading with a second reading to take place at the board's May regular meeting. Mr. Bruckner pointed out that the county's Board of Health voted unanimously to approve the revised ordinance. Upon a motion by Commissioner Gillespie, seconded by Commissioner Shields, the board voted 3-0 to approve the restated Animal Control Ordinance as presented.

RESOLUTION DESIGNATING A PORTION OF WAYAH ROAD IN HONOR OF DR. THOMAS MCNISH: Following some opening comments, Vice-Chairman Beale read for the record a "Resolution Requesting that the North Carolina Department of Transportation Dedicate a Portion of the Wayah Road in Macon County in Honor of Dr. Thomas M. McNish." He explained that this was the first step in the process and that the resolution would be forwarded to the state transportation department for further action. Upon a motion by Commissioner Shields, seconded by Commissioner Gillespie, the board voted 3-0 to approve the resolution as read, a copy of which is attached (Attachment 1) and is hereby made a part of these minutes.

MOUNTAIN VALLEY FIRE DEPARTMENT MAP: Emergency Services Director Warren Cabe told the board that the Mountain Valley Fire Department has made a request to reinstate the department's substation located on Coon Creek Road. He said the department's membership has improved to 28. Meanwhile, the North Carolina Office of State Fire Marshal has changed the inspection requirement from 20 members to 15 for the main station and from eight to four members for the substation. He also noted that the overall response area will remain unchanged but more residents will be eligible for the benefits of a potentially lower protection class rating if the department successfully completes a rating inspection scheduled for April 23rd, so time is of the essence in asking for the map approval. After reviewing the map provided by Mr. Cabe, and upon a motion by Commissioner Shields, seconded by Commissioner Gillespie, the board voted 3-0 to accept the department's fire district map with the reinstated substation as requested.

COMMUNITY FUNDING POOL RECOMMENDATIONS: The County Manager reminded the board that the task force for the Community Funding Pool basically had to "start from ground zero" with several new members, and he noted that Karen Wallace, a longtime task force member, had been an integral part of getting that going. He said that by-laws for the newly revised group

were still a work in progress. Ms. Wallace said that this year's work had been a great opportunity to learn from history. She said the current group of 13 committee members received 17 applications seeking a total of \$129,623, with \$75,000 available to be allocated. Of the 17, 13 were recommended for funding, and a list of those recommendations is attached (Attachment 2) and is hereby made a part of these minutes. She said there are certain agencies that the task force would like to approach the board of commissioners about directly funding instead of taking it from the pool. She said there is "a wide discrepancy" among the agencies applying, as some are well grounded while others are just getting started and have no track record. Following further discussion, and upon a motion by Commissioner Gillespie, seconded by Commissioner Shields, the board voted 3-0 to approve the recommendations as presented.

SOUTH MACON ELEMENTARY SCHOOL RESOLUTIONS: In the first of two matters regarding the planned expansion of South Macon Elementary School, the Finance Director explained that she was seeking authorization for the filing of an application for approval of a financing agreement for the project in an amount not to exceed \$2,923,674. Commissioner Shields made a motion to approve the "Resolution Authorizing the Filing of an Application for Approval of a Financing Agreement Authorized by NC General Statute 160A-20 and Providing for Certain Other Related Matters Thereto." The motion was seconded by Commissioner Gillespie, and during discussion, he raised the question of using money from the county's fund balance to pay for the expansion instead of obtaining a loan. Vice-Chairman Beale said the county had never used fund balance to pay for school construction. Commissioner Gillespie said that he would like to have further discussion about paying from fund balance at the board's May 8th meeting. The County Attorney noted that an interlocal agreement with the county's Board of Education would be needed. After further discussion, the board voted 3-0 to approve the resolution as presented, a copy of which is attached (Attachment 3) and is hereby made a part of these minutes. As to the second item, upon a motion by Commissioner Shields, seconded by Commissioner Gillespie, the board voted 3-0 to approve a "Resolution of the County of Macon, North Carolina Declaring the Intent of the County of Macon, North Carolina to Reimburse Itself for Capital Expenditures Paid in Connection with Certain Improvements to South Macon Elementary School from the Proceeds of a Certain Installment Purchase Contract to be Executed and Delivered in Calendar Year 2018," a copy of which is attached (Attachment 4) and is hereby made a part of these minutes.

APPLICATION FOR EDUCATION LOTTERY FUNDS: The Finance Director told the board this was the annual application used to draw down money from the North Carolina Education Lottery Public School Building Capital Fund. This year, the amount available to the county is \$297,259.24. She said the

county's Board of Education approved the application on March 26th. She pointed out that the money must be used for school construction or to make a principal and interest payment on an existing school construction loan. Upon a motion by Commissioner Shields, seconded by Commissioner Gillespie, the board voted 3-0 to approve the application as presented, a copy of which is attached (Attachment 5) and is hereby made a part of these minutes.

LEASE AGREEMENT WITH TOWN OF FRANKLIN REGARDING GAZEBO:

The County Attorney explained that the Town of Franklin is looking to renew the lease agreement with the county regarding the gazebo located on the town square. He said the property is currently leased to the town for entertainment purposes, and while the expiring lease is for a period of 20 years, the town is seeking a 30-year lease in the new proposal. He said that the document, which was drafted by Town Attorney John F. Henning, Jr., would now require a 180-day notice to terminate the agreement, as opposed to the current 30-day notice. Vice-Chairman Beale said he had several questions about the new agreement, including one about conversations he had heard about the town allowing alcohol to be served at events held at the gazebo. The County Attorney noted he had prepared a memo to the board that outlined 11 specific items "that need work," but that the draft version is a good starting place for discussion. Commissioner Gillespie said he also had some concerns, one of which was if the lease grants the town exclusive use of the property, then what happens if the county wants to use it. Vice-Chairman Beale raised concerns about liability issues. With the agreement set to expire May 5th, he said the county is not saying "no" to a renewal but that there is some need to talk about it. The County Attorney asked the board to consider allowing the County Manager to sign an extension of the existing lease for a one-month period while these matters are addressed. Following further discussion and the recommendation of the County Manager, upon a motion by Commissioner Shields, seconded by Commissioner Gillespie, the board voted 3-0 to extend the current lease agreement until June 14, 2018.

FIREWORKS PERMIT: Following a brief overview from Vice-Chairman Beale, and upon a motion by Commissioner Gillespie, seconded by Commissioner Shields, the board voted 3-0 to grant a permit to Grand Finale Entertainment, LLC to conduct an outdoor fireworks display on Saturday, June 2, 2018 at the Old Edwards Inn Rockwood Lodge at 1900 Hickory Knut Gap Road in Highlands, NC. The fireworks show is for a private wedding reception.

SMOKY MOUNTAIN RELAY: Upon a motion by Commissioner Shields, seconded by Commissioner Gillespie, the board voted 3-0 to authorize the County Manager to sign a letter of acknowledgement and approval for Sourwood Running, LLC to hold a portion of the Smoky Mountain Relay

running event in Macon County on April 20-21, 2018. A copy of the letter is attached (Attachment 6) and is hereby made a part of these minutes.

CONSENT AGENDA: Upon a motion by Commissioner Shields, seconded by Commissioner Gillespie, the board voted 3-0 to approve the items on the consent agenda as follows: the minutes of the March 13, 2018 regular meeting; the following budget amendments: #162 to allocate \$1,830 from an insurance settlement for the Sheriff's Department for vehicle repairs; #163 for the Department of Social Services to appropriate an additional LIEAP allocation of \$10,000; #164 for Emergency Services to allocate \$214 from an insurance settlement for repairs to the Fire Services truck; #165 for the Housing Department to appropriate a \$50,000 funding increase in a Duke Energy 2017 Helping Home Fund grant; #166 for the Carpenter Building Renovation Project to transfer \$59,080 from the Buildings and Grounds budget to the Carpenter Building Renovation Project budget to replace the roof on the building; #170 for the Housing Department to appropriate \$50,000 for a new Duke Energy Income Qualified Weatherization Program. (Copies of the amendments are attached); tax releases for the month of March in the amount of \$5,121.56; approved a Grant Project Ordinance for Duke Energy's 2017 Helping Home Fund in the amount of \$108,603 (ordinance attached); approved a Grant Project Ordinance Amendment for the PNC Healthy Housing Energy & Neighborhood Beautification Improvement program in the amount of \$37,800 (amendment attached); monthly ad valorem tax collections report (no action necessary).

ADJOURN: With no other business, and at 7:30 p.m., upon a motion by Commissioner Gillespie, seconded by Commissioner Shields, the board voted 3-0 to adjourn.

Derek Roland
Ex Officio Clerk to the Board

Ronnie Beale
Board Vice-Chairman

MACON COUNTY BUDGET AMENDMENT

April 10, 2018

AMENDMENT # 191

FROM: FINANCE

DEPARTMENT: SOCIAL SERVICES

EXPLANATION: Additional revenues

	DESCRIPTION	INCREASE	DECREASE
11-3584-4389-22	SHIPP REVENUE	\$2,856	
11-5831-5675-26	SHIPP	\$2,856	

REQUESTED BY DEPARTMENT HEAD

[Handwritten signature]

RECOMMENDED BY FINANCE OFFICER

[Handwritten signature]

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS

5/8/18 meeting

APPROVED AND ENTERED ON MINUTES DATED

CLERK

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # _____

DEPARTMENT: 4260

192

EXPLANATION:

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
114260-556003	Maintenance Supplies	391.00	
113839485000	Insurance Settlement	391.00	

REQUESTED BY DEPARTMENT HEAD Stow Lefler

RECOMMENDED BY FINANCE OFFICER Beunball

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 5/8/18 meeting

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT
AMENDMENT # _____

FROM: Lindsay Leopard

193

DEPARTMENT: Sheriff's Office

EXPLANATION: Appropriation of federal drug forfeiture money received.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
	Federal Forfeiture Funds		
223000-430100	Federal Forfeiture Funds	\$10,232	
224000-556005	Computer Supplies	\$1,987	
224000-569601	Equipment - Vehicles	\$8,245	

REQUESTED BY DEPARTMENT HEAD *[Signature]*

RECOMMENDED BY FINANCE OFFICER *[Signature]*

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS 5/8/18 agenda

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

MACON COUNTY BUDGET AMENDMENT

194

AMENDMENT #

DEPARTMENT

Capital Project Fund

EXPLANATION

Appropriate funds from wildfire reimbursement for radio communications upgrade project.

ACCOUNT		DESCRIPTION	INCREASE	DECREASE
553069	980011	TRFR FR GEN FUND-RADIO COMM PR	145,360	
554069	580900	CONSTRUCTION-RADIO COMM PROJ	145,360	
113840	417900	FUND BALANCE APPROPRIATED	145,360	
119000	980055	TRANSFER TO COUNTY BLDGS FUND	145,360	

REQUESTED BY DEPARTMENT HEAD _____

RECOMMENDED BY FINANCE OFFICER: *[Signature]*

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS *5/8/18 meeting*

APPROVED & ENTERED ON MINUTES DATED _____

CLERK: _____

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Trn Check Number	Trans Rev
2	04/18/18	22409	17A6518806492	G01 F09	163.58- 30.14-	163.58- 30.14-	0.00 0.00		0.00 0.00			
***			CABLE, RITA		193.72-	193.72-	0.00	0.00	0.00	0.00	R	CLERICA
1	04/02/18	132147	15A132147.01	G01 F03 L01	24.92- 4.38- 72.00-	24.92- 4.38- 72.00-	0.00 0.00 0.00		0.00 0.00 0.00			
***			KENDRICK, BETSY		101.30-	29.30-	0.00	72.00-	0.00	0.00	R	CLERICA

Tax Code Totals
 F03*15- OTTO FR 4.38-
 F09*17- NANT FR 30.14-
 G01*15- GEN TAX 24.92-
 G01*17- GEN TAX 163.58-
 L01*15- RRS FEE 72.00-

Total for Group REL*18*04 295.02- 223.02- 0.00 72.00- 0.00 0.00

***** Totals By Tax Cycle *****
 Cycle Current Delinquent
 A 0.00 295.02-

MACON COUNTY MONTHLY
AD VALOREM TAX COLLECTIONS REPORT

Apr-18

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	727316.76	2572.82	-254.14	-4.39	729631.05	-87483.41	2251.88	-41.55	-85273.08	644357.97
Fire Districts	110705.45	397.84	-44.68	-1.08	111057.23	-11110.8	0	-1.33	-11112.13	99945.1
Landfill User Fee	121404.65	190	-665	-0.76	120928.89	-10032.92	0	-1.9	-10034.82	110894.07
Totals	959426.56	3160.66	-963.82	-6.23	961617.17	-108627.13	2251.88	-44.78	-106420.03	855197.14

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	26911801.88	-17786.58	-1505.25	26892510.05	-26388929.07	109545.43	31231.56	-26248152.08	644357.97	97.6
Fire Districts	0	3235669.38	-2167.62	-238.34	3233263.42	-3135544.86	1.76	2224.78	-3133318.32	99945.1	96.91
Landfill User Fee	0	2541731	-4180	-30.42	2537520.58	-2429210.02	0	2583.51	-2426626.51	110894.07	95.63
Totals	0	32689202.26	-24134.2	-1774.01	32663294.05	-31953683.95	109547.19	36039.85	-31808096.91	855197.14	97.38

The collection rate is 97.6% collected on 2017 county general taxes, late listing penalties, discoveries and deferred taxes as of 4/30/2018 as compared to 97.7% on 2016 taxes as of 4/30/16.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 10, 2018

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Appointments

COMMENTS/RECOMMENDATION:

- A. **Highlands Tourism Development Commission** – Jack Austin has agreed to serve as the Large Accommodation representative on the commission. Chairman Tate may have additional comments on the commission's membership list.
- B. **Franklin/Nantahala Tourism Development Commission** – Please see the attached letter from Linda Harbuck regarding the terms of Ron Haven and Linda Sterrett on the commission.

Attachments 1 Yes No

Agenda Item 13 (A and B)

May 2, 2018

Mr. Derek Rowland, County Manager
Macon County Courthouse
5 W. Main Street
Franklin, NC 28734

Dear Mr. Rowland,

According to our records, two members of the Franklin/Nantahala Tourism Development Commission have terms expiring on May 12, 2018. Those members are Ron Haven and Linda Sterrett. I have ask each of them if they would like to serve another term on the Commission. Linda Sterrett responded that she would like to serve again but Ron Haven declined.

I am hereby recommending that Linda Sterrett (Rose Creek Mine) be appointed to the TDC for another 3 year term (to expire May, 2021). Mrs. Sterrett is an at large attractions representative on the TDC.

Mr. Haven was the large accommodation representative on the TDC. I have not tried to contact a representative from large accommodations to replace Mr. Haven. If so desired by the County, I will make some contacts to see if anyone is interested.

Please let me know if I need to help find a replacement for Mr. Haven on the TDC.

Kind regards,



Linda Harbuck, Secretary
Franklin/Nantahala TDC
98 Hyatt Road
Franklin, NC 28734
(828)524-3161
Lindah@franklin-chamber.com