

Macon County



MACON COUNTY BOARD OF COMMISSIONERS

OCTOBER 10, 2023

6 P.M.

AGENDA

1. Call to order and welcome by Chairman Higdon
2. Announcements
3. Moment of Silence
4. Pledge of Allegiance
5. Public Hearing(s) – None
6. Public Comment Period
7. Additions to agenda
8. Adjustments to and approval of the agenda
9. Reports/Presentations
 - (A) Quarterly Award Presentations for First Responders – Community Chaplains and Sheriff Brent Holbrooks
10. Old Business
 - (A) Discussion Regarding Franklin High School Public Review of Schematic Drawings – County Manager Derek Roland
 - (B) Highlands School Renovation/Pre-K Project Update – LS3P Senior Vice President Paul Boney
11. New Business
 - (A) Discussion Regarding Town of Franklin Social District and Use of the Gazebo and Clock Tower Squares – Town of Franklin Manager Aimee Owens
 - (B) Discussion and Consideration of Bond Agreement with Tiny Mountain Estates Subdivision – Planning Director Joe Allen

- (C) Discussion and Consideration of Renewal of the Master Service Agreement with LittleT Broadband – County Manager Derek Roland
- (D) Discussion and Consideration of the Addition of a Code Enforcement Officer II Position in the Planning, Permitting, and Development Department – County Manager Derek Roland

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 September 12, 2023 regular meeting
- (B) Budget Amendments #50-55
- (C) Revised Vehicle Policy
- (D) Tax releases for the month of July in the amount of \$1,774.32
- (E) Monthly ad valorem tax collection report – no action necessary

13. Appointments

- (A) Board of Health – 3 seats

14. Closed session as allowed under NCGS

15. Adjourn/Recess

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – REPORTS/PRESENTATIONS

MEETING DATE: OCTOBER 10, 2023

9A. The Community Chaplains and Sheriff Holbrooks will present the quarterly awards to First Responders. Award recipients have been nominated by their individual departments.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – OLD BUSINESS

MEETING DATE: OCTOBER 10, 2023

10(A). Mr. Roland and representatives of LS3P will provide an update on the public review of the schematic drawings and the Community Input Session scheduled for October 19, 2023 from 4:00 p.m. to 8:00 p.m. at the Robert C. Carpenter Community Building located at 1028 Georgia Road. A flyer about this event is being prepared for distribution at the meeting.

10(B). LS3P will be present to discuss the Construction Management at Risk (CM) delivery method for the Highlands Renovation/Pre-K project.

COMMUNITY INPUT SESSION

Franklin High School
Q&A Time!



October 19, 2023

4:00 pm to 8:00 pm

**The Robert C. Carpenter
Community Building**

located at 1028 Georgia Rd

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – NEW BUSINESS

MEETING DATE: OCTOBER 10, 2023

11(A). Town of Franklin Manager Aimee Owens and members of the Town board will be present to discuss planning the newly proposed social district for the Town. Ms. Owens plans to discuss the lease of the Gazebo and Clock Tower Squares and use of those as part of the proposed social district.

11(B). Plan Reviewer Joe Allen will be present to present a bond agreement between Mr. Patrick Corkill (Equity Trust Company Cust FBO) and Macon County in the amount of \$22,714.56. This bond will be held until paving has been completed on sections of the subdivision road for Tiny Mountain Estates specified in Attachment A that exceed the maximum allowable grade under Macon County's Subdivision Ordinance. This will be a cash bond. A copy of the agreement is included in your packet.

11(C). Mr. Roland will present the Master Service Agreement with LittleT Broadband for renewal. A copy is included in your packet. This is the same as the current agreement with a change in dates.

11(D). Mr. Roland will be presenting information to support consideration of the addition of a Code Enforcement Officer II (Building Inspector) position in the Planning, Permitting, and Development Department to be effective immediately.

STATE OF NORTH CAROLINA
COUNTY OF MACON

AGREEMENT

This Agreement is made and entered into this the ___ day _____, 20___, by and between Macon County, a North Carolina Body Politic and Corporate, and **Equity Trust Company Cust FBO (Patrick Corkill)**_____, hereinafter "Developer".

WITNESSETH:

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

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

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

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

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

WHEREAS, Developer agrees to cause a performance guarantee in the amount of \$ 22,714.56, as set forth in attached Exhibit B and in favor of Macon County in accordance with the provisions of the Macon County Subdivision Ordinance at the time the plat is recorded; and

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

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

1. That in order to comply with the Macon County Subdivision Ordinance, Developer does hereby agree with Macon County to fully complete all of the improvements shown on attached Exhibit A, the same being incorporated herein by reference as if more fully set forth herein to the reasonable satisfaction of Macon County in connection with and to **Tiny Mountain Estates** Subdivision in Macon County, North Carolina, and in accordance with the terms of the Macon County Subdivision Ordinance referenced hereinabove.
2. That in order to comply with the Macon County Subdivision Ordinance, Developer does hereby agree to secure a performance bond in the form as set forth in attached Exhibit B, the same being incorporated herein by reference, in the amount of \$ 22,714.56 in connection with **Tiny Mountain Estates** Subdivision in Macon County, North Carolina, in order to insure the completion of the improvements as shown on attached Exhibit A, the same being incorporated herein by reference, to the reasonable satisfaction of Macon County and in accordance with the terms of the Macon County Subdivision Ordinance referenced hereinabove.
3. That the parties agree to and confirm the recitals set forth hereinabove.

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

Macon County

By: _____
Chairman, Macon County
Board of County Commissioners

Attest:

Clerk to the Board

(County Seal)

By: _____
Authorized Representative, Developer

Proposal and Contract

Black Bear Paving & Construction, Inc

6456 Sylva Road
Franklin, NC 28734
(828) 349-3390
blackbearpaving@frontier.com

Proposal Date: 8/4/2023
Proposal #: 6258

General Contractors License # 75898
General Liability Insurance - \$2,000,000
Workman's Comp Insurance - \$1,000,000
Certificate Available Upon Request

Submitted to:

Bill Corkman
Development
Franklin, NC

Black Bear Paving proposes to furnish all labor, materials, and equipment required to perform the following described work

| Description | Total |
|---|----------|
| Place 2.5" of asphalt roll and compact. | 9,568.00 |
| ENTRANCE 329 | 6,039.80 |
| ENDING OF LOWER ROAD 202 | 2,563.85 |
| STONE 4 LOADS | 0.00 |

NOTE**Due to the rising cost of fuel, stone, and asphalt this proposal is good for 30 days
NOTE**Upon mobilization we require 50 % down and remaining at completion

** Due to high price of materials and fuel, all payments shall be made upon completion of work. Paving material used on this project is for residential purposes only. Pavement is not made for heavy equipment and tractor usage.

This proposal may be withdrawn by us if not accepted within 15 days.

Quote is based on mobilization of stone base, crew and paving crew.

Black Bear Paving is not responsible for drainage problems in areas with less than 2% fall. Black Bear Paving is not responsible for subsurface conditions that are not ascertainable by visual inspection.

Unless the words "Lump Sum" appear next to an item listed, it is understood and agreed that the quantities referred to above are ESTIMATES. ONLY and payment shall be made at the stated unit price for actual quantities of work performed.

All materials will remain the property of Black Bear Paving until all invoices pertaining to this job are paid in full.

The customer agrees to pay interest and any cost incurred in collection of this debt.

Any alteration or deviation from the above specification involving extra costs will be executed only upon written orders and will become an extra charge over and above this estimate. All agreements are contingent upon strike, accidents, or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance on above work. Workmans Compensation and Public Liability Insurance on above work to be provided by: ISurity - Professional Liability Insurance 1,000,000

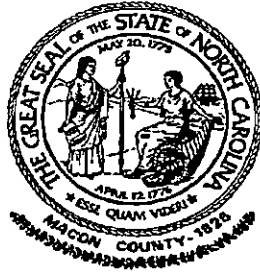
Acceptance of Contract

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. All payment are due upon completion of work unless prior arrangements are made

Total \$18,171.65

SIGNATURE _____





MACON COUNTY
Planning, Permitting and Development
1834 LAKESIDE DRIVE
FRANKLIN NC, 28734
Phone: 828-349-2073 Fax: 828-524-2653


10/2/2023

Bill Corkill,

Macon County's Technical Review committee meet on October 2, 2023 to Re-review the final plat of Tiny Mountain Estates. I am pleased to inform you that the technical review committee conditional approved the subdivision. Conditions are as follows:

- Enter into a bond agreement with Macon County for 125% of the estimated cost to paving section of road that exceeds maximum allowable grade

Joe Allen



Macon County Planning Director
828-349-2518
jallen@maconnc.org

BK: CRP N-41
PG: 364-371
RECORDED:
12-28-2021
03:47:20 PM
BY: TODD RABY
REGISTER



2021012118
MACON COUNTY, NC
TODD RABY
REGISTER OF DEEDS

NC FEE \$26.00
STATE OF NC
REAL ESTATE
EXTX \$139.00

Revenue \$139.00
THIS INSTRUMENT PREPARED BY
AND PLEASE RETURN TO:
ORVILLE D. COWARD, JR., a licensed
North Carolina Attorney. Delinquent taxes,
if any, to be paid by the closing attorney to
the county tax collector upon disbursement
of closing proceeds.
COWARD, HICKS & SILER, P.A.
43 WEST MAIN STREET
FRANKLIN, NORTH CAROLINA 28734

MAPPING
Mn

PIN: 6598-03-2592
21M382T

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED, made this the 30th day of December, 2021, by and between PATRICIA GIBSON GARRETT (joined in this conveyance by her husband, ERNEST DANIEL GARRETT), LINDA GAWRELSKI (joined in this conveyance by her husband, ROBERT GAWRELSKI), BEN ROBERT GIBSON (joined in this conveyance by his wife, TERRY GIBSON), MAGGIE MARIE GIBSON (joined in this conveyance by her husband, RODNEY LEE ERBY), MELODY RUTH HEDDEN (joined in this conveyance by her husband, JOSEPH JAMES HEDDEN), and MEGAN RENE BROWNING, unmarried, Grantors; and EQUITY TRUST COMPANY CUSTODIAN FBO PATRICK W. CORKILL IRA, of 1850

Interstate Circle, Pensacola, Florida, 32526, Grantee. (The designation Grantors and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.)

WITNESSETH:

THAT the Grantors, in consideration of Ten Dollars and Other Valuable Consideration (\$10.00 OVC), the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do bargain, sell, and convey unto the Grantee, in fee simple, all that certain lot or parcel of land situated in Cowee Township, Macon County, State of North Carolina, and being more particularly described as follows:

BEING that certain 16.91 acre, more or less, tract of land shown on the survey map by G.L. Sprinkle, PLS, Sprinkle Surveying, PA, drawing number 5382LG, dated February 3, 2014, revised November 1, 2021, and November 8, 2021, recorded on Plat Card # 11838, Macon County Public Registry, to which reference is hereby made for a full and complete description.

Reference is made to the instruments recorded in the Macon County Public Registry as follows: Book V-11 at Page 204, Book Y-10 at Page 48, Book J-41 at Page 1994, Book J-41 at Page 2003, Book J-41 at Page 2012, Book J-41 at Page 2021, Book J-41 at Page 2040, Book J-41 at Page 2049, and Plat Card 11765.

Subject to the right of way of Leatherman Gap Road, State Road 1341.

Subject to all matters and things shown on the above referenced recorded survey map, to easements for existing roadways and utility lines and facilities, to restrictions of record, and to applicable land use laws and ordinances.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple, subject to the exceptions herein enumerated.

AND, subject to the exceptions herein enumerated, the Grantors covenant with the Grantee, that Grantors are seized of the premises in fee simple, have the right to convey the same in fee simple, that the property is free and clear of all encumbrances, and that Grantors will warrant and defend the title against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, the day and year first above written.

Patricia Gibson Garrett (SEAL)
PATRICIA GIBSON GARRETT

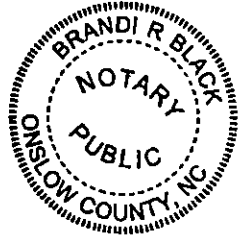
Ernest Daniel Garrett (SEAL)
ERNEST DANIEL GARRETT

NORTH CAROLINA
Pender COUNTY

I, Brandi R. Black, a Notary Public, do hereby certify that
(type or print name of Notary)
PATRICIA GIBSON GARRETT and husband, ERNEST DANIEL GARRETT, each personally appeared before me this day and acknowledged the due execution by them of the foregoing and attached instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the 17th day of December, 2021.

✓ SEAL-STAMP



Brandi R. Black
Notary Public
My commission expires: Feb 22, 2026

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, the day and year first above written.

Linda Gawrelski (SEAL.)
LINDA GAWRELSKI

Robert Gawrelski (SEAL.)
ROBERT GAWRELSKI

STATE OF VIRGINIA
Prince William COUNTY

I, ANEET KAUR MANN, a Notary Public, do hereby certify that
(type or print name of Notary)

LINDA GAWRELSKI and husband, ROBERT GAWRELSKI, each personally appeared before me this day and acknowledged the due execution by them of the foregoing and attached instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the 16th day of December, 2021.

✓ SEAL-STAMP

✓ Annet Mann
Notary Public
My commission expires: 06-30-2024



IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, the day and year first above written.

Ben R Gibson (SEAL)
BEN ROBERT GIBSON

Terry Gibson (SEAL)
TERRY GIBSON

NORTH CAROLINA
MACON COUNTY

I, Marcia M. Crawford, a Notary Public, do hereby certify that
(type or print name of Notary)
BEN ROBERT GIBSON and wife, TERRY GIBSON, each personally appeared before me this day and acknowledged the due execution by them of the foregoing and attached instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the 28th day of December, 2021.

SEAL-STAMP

MARCIA M. CRAWFORD
NOTARY PUBLIC
MACON CO., NC

Marcia M. Crawford
Notary Public
My commission expires: 8-28-26

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, the day and year first above written.

Maggie Marie Gibson (SEAL)
MAGGIE MARIE GIBSON
Rodney Lee Erby (SEAL)
RODNEY LEE ERBY

STATE OF TN
Cocke COUNTY

I, Miranda Williams, a Notary Public, do hereby certify that
(type or print name of Notary)
MAGGIE MARIE GIBSON and husband, RODNEY LEE ERBY, each personally appeared before me this day and acknowledged the due execution by them of the foregoing and attached instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the 18 day of December, 2021.

SEAL-STAMP

Miranda Williams
Notary Public
My commission expires: 12-21-22



IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, the day and year first above written.

Melody Ruth Hedden (SEAL)
MELODY RUTH HEDDEN

Joseph James Hedden (SEAL)
JOSEPH JAMES HEDDEN

STATE OF Min Minnesota
Polk COUNTY

I, Diane Elaine Littlefield, a Notary Public, do hereby certify that
(type or print name of Notary)

MELODY RUTH HEDDEN and husband, JOSEPH JAMES HEDDEN, each personally appeared before me this day and acknowledged the due execution by them of the foregoing and attached instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the 17th day of December, 2021.

SEAL-STAMP

Diane Elaine Littlefield
Notary Public
My commission expires: Jan 31, 2025



IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, the day and year first above written.

Megan Rene Browning (SEAL)
MEGAN RENE BROWNING

NORTH CAROLINA
MACON COUNTY

I, Marcia M. Crawford, a Notary Public, do hereby certify that
(type or print name of Notary)

MEGAN RENE BROWNING personally appeared before me this day and acknowledged the due execution by her of the foregoing and attached instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the 17th day of December, 2021.

SEAL-STAMP

MARCIA M. CRAWFORD
NOTARY PUBLIC
MACON CO., NC

Marcia M. Crawford
Notary Public
My commission expires: 8-28-26

STATE OF NORTH CAROLINA

MASTER SERVICE AGREEMENT

COUNTY OF MACON

This MASTER SERVICE AGREEMENT is made and entered into this 10th day of October, 2023, by and between the COUNTY OF MACON, a North Carolina body politic, (hereinafter referred to as “COUNTY”), and LITTLE T BROADBAND SERVICES, INC., a North Carolina Non-Profit Corporation (hereinafter referred to as “CONTRACTOR”).

Whereas the COUNTY has requested technical consulting services (hereinafter referred to as “SERVICES”) from the CONTRACTOR to assist with future broadband related planning and development activities; and

Whereas the exact nature of future broadband planning and development activities and needed SERVICES are not fully known at the time of execution for this Agreement; and

Whereas the COUNTY and the CONTRACTOR will agree upon and engage in said activities and SERVICES on an as needed basis.

W I T N E S S E T H :

Upon the terms and conditions hereinafter set forth, the COUNTY has requested, and CONTRACTOR has agreed to furnish the COUNTY with SERVICES as set forth in this contract. The COUNTY and CONTRACTOR agree as follows:

A. TERMS AND CONDITIONS.

1. CONTRACTOR shall provide as set forth:
 - a. CONTRACTOR shall provide the COUNTY with SERVICES as mutually agreed upon and described in Statements of Work. The parties may use this Agreement for multiple Statements of Work. Each Statement of Work must reference this Agreement.
 - b. A Statement of Work shall be a document, created using the template provided in EXHIBIT A, setting forth at a minimum:
 - i. A Project Number and Title.
 - ii. A complete, sufficiently detailed description of the SERVICES to be rendered.
 - iii. Estimated duration for delivery of the SERVICES to be rendered.
 - iv. The applicable billing rate or fee for the SERVICES to be rendered.
 - v. Any additional terms and conditions to which the parties may agree.
 - vi. Acceptance by representatives of the COUNTY and CONTRACTOR.

- c. The Statement of Work may be transmitted as a PDF via email and may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures hereon which are transmitted via email shall be deemed original signatures. A notary certification shall not be required for the execution of a Statement of Work.
 - d. The parties contemplate that it may be necessary to create multiple Statements of Work over time as new needs for SERVICES are mutually identified. Before CONTRACTOR performs any work associated with a newly identified need, a new Statement of Work must be executed.
 - e. The parties contemplate that it may be desirable to make changes to an existing Statement of Work. Before CONTRACTOR performs work associated with any such change, a written Change Order shall set forth the necessary revisions to the Statement of Work. A Change Order shall be a document, created using the template provided in EXHIBIT B, setting forth at a minimum:
 - i. Reference Statement of Work Project Number and Title.
 - ii. Change Order Number. Each Change Order for a given Statement of Work shall be numbered serially.
 - iii. Itemized list of Statement of Work changes/amendments.
 - iv. Estimated impact to schedule.
 - v. Changes to fees, estimated duration, or limit.
 - vi. Acceptance by representatives of the COUNTY and CONTRACTOR.
 - f. The Change Order may be transmitted as a PDF via email and may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures hereon which are transmitted via email shall be deemed original signatures. A notary certification shall not be required for the execution of a Change Order.
 - g. By executing a Change Order, the parties agree that such work constitutes a change from the original Statement of Work, as amended, and that they further agree to the change provisions set forth in the Change Order.
2. The term of this Agreement shall be from October 10, 2023-October 10, 2026.
3. The COUNTY shall compensate the CONTRACTOR based on the rates or fees set forth in each Statement of Work and for any direct expenses incurred on behalf of the COUNTY. Any potential expenses must be approved by the COUNTY before they are incurred. If fees exceed any cap or limit defined in the active Statement of Work, the Statement of Work must be amended via Change Order before any additional fees are paid.

4. The CONTRACTOR shall invoice the COUNTY monthly for all work performed. Invoices provided to the COUNTY by the CONTRACTOR must include a timekeeping record of all hours worked and must include the Statement of Work project number and a description of the duties or tasks performed. The CONTRACTOR must provide an itemized record of approved expenses incurred. All invoices shall be submitted monthly to the County Manager his or her designee for review and payment of services. The COUNTY shall pay all invoices within thirty (30) days of submittal.
5. Any employees furnished by CONTRACTOR, pursuant to this Agreement, will be employees of CONTRACTOR, an independent contractor. CONTRACTOR will maintain complete control over the employees' conduct and will disburse all payrolls, taxes, license, insurances, uniforms, and all other expenses incurred by CONTRACTOR in performing the terms of this contract.
6. CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY and its subsidiaries, divisions, officers, directors and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgments and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of the CONTRACTOR or any employee, volunteer, or subcontractor agent of the CONTRACTOR. This provision is not applicable to any claim arising out of or related to any active or primary negligence of or by COUNTY, its officers, or employees.
7. Nothing herein shall be construed as a waiver on the part of the COUNTY to any defense of any claim, including, but not limited to the defense of governmental immunity.
8. CONTRACTOR shall comply with all state, federal or local laws, or ordinances, codes, rules, or regulations governing performance of this Agreement, including but not limited to, equal opportunity employment laws, O.S.H.A., minimum wage and hour regulation, North Carolina State Building Code regulations and immigration laws.
9. CONTRACTOR shall maintain all fiscal records relating to this Agreement in accordance with Generally Accepted Accounting Principles and shall maintain any other records pertinent to this Agreement in a manner to clearly document CONTRACTOR's performance. The COUNTY shall have a right to access the fiscal and other records of CONTRACTOR that are pertinent to this Agreement to perform examinations and audits. CONTRACTOR shall retain and keep accessible all the fiscal and other records for a minimum of three (3) years following final payment and termination of this Agreement, or until the conclusion of any audit or controversy related to this Agreement, whichever is later.

- B. TERMINATION AND MODIFICATION This Agreement may be terminated by either party, with thirty (30) days prior written notice. Notice shall be served under this Agreement by registered mail, certified mail or by other means.
- C. ENTIRE AGREEMENT This Agreement contains the entire Agreement between the parties.
- D. SEVERABILITY Should any provision or provisions contained in this Agreement be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable, and the remaining provisions hereof shall remain in full force and effect.
- E. GOVERNING LAW This Agreement is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina. Any dispute that cannot be resolved by the parties shall be filed and resolved in the State Superior Court Division in Macon County, North Carolina.
- F. ASSIGNABILITY This Agreement is not assignable by either party without the prior written consent of the other party.
- G. REQUIREMENT OF COUNTY CONTRACTS CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. CONTRACTOR hereby agrees to indemnify the COUNTY from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of CONTRACTOR, its subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

[SIGNATURE PAGES INTENTIONALLY PLACED ON SEPARATE PAGES]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

COUNTY OF MACON

By: _____
Derek Roland, County Manager

Attest to:

County Clerk

(Corporate Seal)

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

Lori Carpenter, Chief Financial Officer

STATE OF _____
COUNTY OF _____

I, Notary Public of the County and State aforesaid certify that _____, personally came before me this day and acknowledged that he is the Macon County Clerk, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its County Manager and attested by himself as its County Clerk.

Witness my hand and notarial seal this _____ day of _____, ____.

Notary Public
My Commission Expires: _____

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

LITTLE T BROADBAND SERVICES, INC.

By: _____
ROBERT J. LEE, President/CEO

STATE OF _____
COUNTY OF _____

I, _____, Notary Public of the State of North Carolina, do hereby certify that, ROBERT J. LEE personally came before me this day and acknowledged that he is the President/CEO of LITTLE T BROADBAND SERVICES, INC and acknowledged, on behalf of said corporation, the due execution of the foregoing instrument.

Witness my hand and notarial seal this _____ day of _____.

Notary Public
My Commission Expires: _____

EXHIBIT A

To the Master Service Agreement between Macon County and Little T Broadband Services, Inc.

Statement of Work

The following Statement of Work has been created as set forth in the MASTER SERVICE AGREEMENT between the County of Macon, NC, and Little T Broadband Services, Inc., executed on the _____ day of _____, 2022.

Project Number/Title: XXXX / Sample Project Title

Effective Date: This Statement of Work is effective as of _____.

Scope of Work: Brief summary of project – purpose, limitations.

Description of Work to be Performed: Work and/or services to be provided during the course of this project.

Deliverables: A list of any deliverables due the County or any designated stakeholders as part of this project.

Delivery and Completion Dates: Estimated dates for any deliverables and completion of project.

Fees: Hourly rate fee for work to be provided. Estimated hourly duration. Maximum fee limit.

Additional Terms and Conditions: List additional terms and conditions if any.

Execution in Counterparts: This Statement of Work may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures hereon which are transmitted via email shall be deemed original signatures.

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

Chief Financial Officer, Macon County

Accepted for Macon County

by: _____ Date: _____

Accepted for Little T Broadband Services, Inc.

by: _____ Date: _____

EXHIBIT B

To the Master Service Agreement between Macon County and Little T Broadband Services, Inc.

Statement of Work Change Order

The following Change Order has been created as set forth in the MASTER SERVICE AGREEMENT between the County of Macon, NC, and Little T Broadband Services, Inc., executed on the _____ day of _____, 2022.

Reference Project Number/Title: XXXX / Sample Project Title

Change Order Number: XXXX-YYYY

Effective Date: This Change Order is effective as of _____.

Itemized List of Work Changes:

- 1) Change #1
- 2) Change #2

Schedule Changes: List of estimated schedule and delivery changes.

Fee Changes: List of fee changes, including rate, duration, and limits.

Execution in Counterparts: This Change Order may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures hereon which are transmitted via email shall be deemed original signatures.

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

Chief Financial Officer, Macon County

Accepted for Macon County

by: _____ Date: _____

Accepted for Little T Broadband Services, Inc.

by: _____ Date: _____

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – CONSENT AGENDA

MEETING DATE: OCTOBER 10, 2023

Item 12A. Draft minutes from the September 12, 2023, regular meeting are attached for the board's review and approval. (Tammy Keezer)

Item 12B. Budget Amendments #50-55 are attached for your review and approval. (Lori Carpenter)

Item 12C. A revision of the Vehicle Policy previously approved by the board on April 11, 2023. A copy of the policy is included in your packet with redline edits shown on page 5. These revisions have been requested by the Safety Committee and insurance broker.

Item 12D. Tax releases for the month of September 2023 in the amount of \$1,774.32, per the attached memorandum from Tax Collections Supervisor Delena Raby.

Item 12E. A copy of the ad valorem tax collection report as of September 30, 2023. Report only. No action is necessary. (Delena Raby)

**MACON COUNTY BOARD OF COMMISSIONERS
SEPTEMBER 12, 2023
MINUTES**

Chairman Higdon called the meeting to order at 6:00 p.m. and welcomed all in attendance. All Board Members, County Manager Derek Roland, Deputy Clerk Tammy Keezer, Finance Director Lori Carpenter, and County Attorney Eric Ridenour were present, as were a number of county employees, media, and citizens.

ANNOUNCEMENTS: None

MOMENT OF SILENCE OBSERVED

PLEDGE OF ALLEGIANCE: Led by Commissioner Antoine, the pledge to the flag was recited.

PUBLIC HEARING(S):

- (A) 5311 ADMINISTRATION GRANT APPLICATION TO PROVIDE ASSISTANCE TO SUPPORT PUBLIC TRANSPORTATION IN AREAS WITH POPULATIONS OF LESS THAN 50,000** – Chairman Higdon opened the public hearing at 6:01 p.m. Transit Director Darlene Asher gave an overview of the 5311 Administration grant for rural areas to provide assistance to support public transportation in areas with populations of less than 50,000. She said this grant supports the administrative portion of the Transit budget, pays for three position salaries and benefits, drug and alcohol testing, office supplies, training, advertising, and more. Ms. Asher indicated that the funding amount is \$230,232 with a federal share of 85 percent, a state share of five percent, and a county share of 10 percent (\$23,024) with the funding from the Fiscal Year 2025 budget. Chairman Higdon closed the hearing at 6:04 p.m. Commissioner Shields made a motion, seconded by Commissioner Shearl, to approve the 5311 Administration grant application and resolution as requested. Vote was unanimous.
- (B) 5310 OPERATING GRANT APPLICATION TO IMPROVE MOBILITY FOR SENIORS AND INDIVIDUALS WITH DISABILITIES BY REMOVING BARRIERS IN TRANSPORTATION SERVICES** – Chairman Higdon opened the public hearing at 6:06 p.m. Transit Director Darlene Asher

gave an overview of the 5310 Operating grant which is used to improve mobility for seniors and individuals with disabilities by removing barriers to transportation services. She reported that Macon County Transit made 11,160 trips under this funding in Fiscal Year 2023. Ms. Asher said Macon County Transit is asking for \$235,000 in funding from this grant which includes a 50/50 match less fares collected. She indicated that the county share will be met by using the EDTAP (Elderly and Disabled Transportation Assistance Program) portion of the ROAP (Rural Operating Assistance Program) funds and contract revenues from agencies which are billed for services. Ms. Asher said zero county funds will be used as a match. Chairman Higdon closed the hearing at 6:07 p.m. Commissioner Young made a motion, seconded by Commissioner Shields, to approve the 5310 Operation grant application and as requested. Vote was unanimous.

(C) CAPITAL GRANT APPLICATION FOR THE REPLACEMENT OF CAPITAL ITEMS AT MACON COUNTY TRANSIT - Chairman Higdon opened the public hearing at 6:08 p.m. Transit Director Darlene Asher gave an overview of the Capital grant which allows rural systems the opportunity to apply for funding for capital projects. She said this grant comes with a schedule for the replacement of capital items. Ms. Asher is asking for the replacement of one minivan, one high-top van, and one 2022 cutaway van for Macon County Transit in Fiscal Year 2025. She reported that all three of these vehicles had 100,000 miles or more as of June 30, 2023, and met the replacement guidelines according to the Macon County Vehicle Replacement Schedule. Ms. Asher indicated that the minivan will be replaced with a high-top van to allow for more seating and another lift-equipped vehicle in the fleet. She said in addition to lettering and propane conversion kits for the vehicles, she is asking for a replacement scanner that is over seven years old and six new radios for the vans as the current radios are ten or more years old. Ms. Asher stated the total for this 80/20 grant is \$388,194 with the County's 20 percent share of \$77,369. Chairman Higdon closed the hearing at 6:10 p.m. Commissioner Shields made a motion, seconded by Commissioner Young, to approve the Capital Grant application as requested. Vote was unanimous.

PUBLIC COMMENT PERIOD:

Steve Grissom spoke about the Ashleigh Chapman event regarding human trafficking which will be held at Discover Church on October 11, 2023, at 6:00 p.m., and distributed a handout to those in attendance. **Maryann Ingram** spoke about human trafficking and suggested approval of a no-tolerance resolution. **Tim Shaw** gave an update on the SK828 skatepark project and expressed his thanks for the contributions from the community. He thanked the Board for partnering with the Town of Franklin in completing the project. **Mark Murrah**

handed a letter to each of the board members and shared his frustration with being a property owner since 1995 and not being able to get a road or water to his property despite paying taxes and HOA fees and has been involved in litigation for years.

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

- (A) To move Item 9F, Follow-Up Discussion Regarding Changes to MOU Between Macon County Board of Commissioners, Cooperative Extension Services, NC State, and NC A&T State University under Old Business to the Consent Agenda, per Mr. Roland.

REPORTS AND PRESENTATIONS:

- (A) Macon County Data Card and the 2023 Child Health Report Card -** NC Child Director of Community Engagement Kelvin Stallings provided a handout and informed the board about the Macon County Data Card, and the 2023 Child Health Report Card [Attachment 1]. Michael Cooper with NC Child also reviewed data and trends for 2021 statistics shown on the handout. He said Macon County is doing well, but the data suggests that there is a need to address mental health issues with an increase in suicide rates increasing since the pandemic.

Old Business

- (A) Continued Discussion on Fire Department Contracts Presented at the August 8, 2023, Regular Meeting –** Emergency Management Director Warren Cabe reminded the board about the contracts he brought to the regular meeting in August and asked if he could answer any questions or provide further information about those. Commissioner Shearl commented that these contracts will bring the fire departments back in line with what the taxpayers are looking for. Mr. Cabe said Section 7 of the contract has raised questions regarding assets and the reason that is included in the contract was to make sure that the taxpayers in a district understand that should divestiture of a fire department occur the district is not buying equipment a second or third time as it would stay in that district for use by that district. He explained that contracts will renew automatically but the contract includes an eight-month termination clause. Mr. Cabe said he still wants to have the contracts looked at every five years and the last time they were reviewed was in 2014 with some state standards changing in that period. He said the next step should be to terminate the current contracts and issue new contracts which gives the fire departments eight months from today to get the contracts signed. Mr. Cabe indicated that the new contract would be effective when the new document is signed. Commissioner Young

made a motion, seconded by Commissioner Antoine, to terminate the current contract eight months from today. Vote was unanimous. Commissioner Young made a motion, seconded by Commissioner Shearl, to adopt the new contracts as presented. Vote was unanimous.

(B) Franklin High School (FHS) Main Campus Construction

Documents – Mr. Roland introduced LS3P staff Paul Boney and Emily Kite and said they are ready to enter into the construction phase for this project. Mr. Boney said the design has been completed and the next step is to have a public comment period. He suggested a large location where people could drop in and review the plans and provide feedback for a full day and requested to move forward to this next phase. Mr. Boney said the \$60 million in grant funding that we are trying to get is tied up in the State budget which has not been approved. Commissioner Young said he wants to keep the project moving forward but does not want to approve funds for construction development until a blessing is received from the public, school board, this board, etc. Mr. Boney said he is also here tonight to request money so that once we get the grant we will have significant skin in the game to move forward to the construction phase. Commissioner Shearl asked why we would throw money at this when the taxpayers cannot afford the new school as has been said all along. Mr. Boney said there is no better way to get the public involved than a referendum. Commissioner Higdon referenced the projected budget in Exhibit A Scope of Service of \$91 million. Mr. Boney said that was the budget at the time that the document was prepared and will be updated as the project moves along. Commissioner Higdon asked what the damage would be in pausing for one month on the requested \$166,565 million. Mr. Boney said LS3P will be at a standstill after public comment if the construction phase is not approved. Commissioner Shields said if we stop tonight we will not be able to get started again and feels the public comment period is necessary and we have to go to the people in a way they can visualize the project. Commissioner Shearl said he is not interested in throwing more money at this project without knowing if we will receive the grant. Commissioner Shearl made a motion, seconded by Commissioner Higdon, to suspend funding to give us more time to see what the State does and let us apply for the grant to see if Macon County is going to receive a \$50 to \$60 million grant to build this school. Higdon asked if the application had been submitted. Mr. Boney said an application cannot be submitted until a month or two after the State budget is passed. Commissioner Antoine asked if we had done enough at this point to get the grant. Mr. Boney said we have done everything we can do but he cannot guarantee that we are going to get a grant. Commissioner Shields said education is an investment and is not an

expense and that if we pause we are throwing in our hat when we need to continue with this project. Commissioner Shearl clarified that his motion was to suspend funding indefinitely, that the grant is make or break this deal, and that if the grant fails we have to come up with another option. He said he feels it will benefit the taxpayers and residents of this county to pause this and see what happens in the next 45 to 60 days. Commissioner Antoine asked if pausing cost us the grant was Commissioner Shearl still willing to pause. Commissioner Shearl said without the grant we cannot move forward and we all signed an agreement saying we had to have the grant to move forward. Commissioner Shields said we are going to tell the grantors that we have given up and we have all worked hard and if we pause we will not get the grant. Commissioner Antoine said he is not willing to gamble on a pause that costs us getting the grant for the kids and if we don't get the grant and go to referendum. Commissioner Shearl said he would never vote against the will of the people and we just had an expert here saying we had the highest graduation percentage possible in the state. Commissioner Shearl said "Only a fool will build something with no way to pay for it. Vote was 3-2 with Commissioner Shearl and Commissioner Higdon voting in favor of the motion and Commissioner Young, Commissioner Shields, and Commissioner Antoine opposed. Commissioner Young made a motion, seconded by Commissioner Shields, to proceed with Construction Documents as requested and to approve the Budget Amendment to appropriate \$1,666,560 from the general fund balance. The vote was 3-2 with Commissioner Young, Commissioner Shields, and Commissioner Antoine voting in favor of the motion and Commissioner Higdon and Commissioner Shearl opposed.

(C) Request for Authorization of Request for Qualifications (RFQ) for Furniture for Franklin High School (FHS) – Mr. Roland explained the request for qualifications of furniture groups and clarified this was not a request for proposals. He said no furniture will ever be purchased until the facility is completed but that since we have approved the construction phase we need to coordinate with a furniture group to configure placement of outlets, classroom space, etc. Commissioner Shields made a motion, seconded by Commissioner Shearl, to move forward with developing an RFQ. Vote was unanimous.

(D) Discussion and Approval of the Lease Between Macon County and the Macon County Board of Education for the Higdon Property – Mr. Roland reminded the board they had previously signed the Memorandum of Understanding (MOU) to work together with the school board to purchase the property and draft a lease. He announced that the school board had approved the lease with the

terms that were discussed. Commissioner Shields made a motion, seconded by Commissioner Young, to approve the lease as presented. Commissioner Shearl said he was concerned about the County being responsible for the maintenance of the property and bringing the property up to ADA compliance. Commissioner Young said there is currently no intent to go in and do anything with remodeling or renovating. Attorney Ridenour clarified that we own the property and do not know how it is going to be utilized at this point. Mr. Roland indicated that routine maintenance will be handled by the school board and that the lease gives them access to the property to go through and see how the property will best meet their needs. He said if the school board identifies a project during that process it will be through the budget process just like any other project. Vote was 4-1 with Commissioner Higdon, Commissioner Shields, Commissioner Antoine, and Commissioner Young voting in favor of the motion and Commissioner Shearl opposed.

(E) Discussion Regarding the Parks and Recreation Design – McGill and Associates Project Planner James Ford stated that they have shared the plan with the public and designed a plan that takes that feedback into account. He said they have completed their due diligence by looking at the site which is located in a flood plain and looking at the flood zones. Mr. Ford said 347 online surveys were received which represented 642 individuals, followed by community meetings. He reviewed the data from the surveys including barriers where activities are not offered. Mr. Ford indicated that the top ten things people said they wanted were: indoor pool, walking/jogging trails, outdoor pool, outdoor playground, natural surface walking trails, accessible/inclusive playground, pickleball, picnic areas, fitness trail, and open space. He explained the design considerations and alternatives and spoke about phased development. Mr. Ford proposed six phases over a ten-year timeframe. He said Macon County can apply for grant funding every year and the written plan he will provide contains all the information needed for completing the grant applications. Mr. Ford gave an overview of the estimated cost totaling \$14.5 million based on projects he has completed over the past two years. Commissioner Young said he wanted to see the 4th of July moved back to the park and for families to be able to use the facilities for free. Commissioner Shearl said we have activities at Parker Meadows but that we want to put new life into the Macon County Rec Park to bring families back together and give them opportunities of a safe place to go. Chairman Higdon said he liked the idea presented. Mr. Ford suggested the adoption of the plan and that we would need construction documents and seek an architect or engineering firm. He said part of that could be paid for by Parks and Recreation Trust Fund (PARTF) funds. Mr. Roland reminded the

board that some money had been set aside this year for pickleball courts which would be enough to get started. Commissioner Shearl made a motion, seconded by Commissioner Antoine, to adopt the plan as presented. Vote was unanimous. Commissioner Young made a motion, seconded by Commissioner Shearl to solicit a Request for Qualifications (RFQ) for Master Plan 1A [Attachment 2]. Vote was unanimous.

(F) Follow-Up Discussion Regarding Changes to MOU Between Macon County Board of Commissioners, Cooperative Extension Services, NC State, and NC A&T State University – Moved to Consent Agenda.

(G) Discussion and Approval of the Network Design and Build Agreement for Broadband Services in Nantahala – Broadband Committee Representative Jeff Lee presented a draft agreement as previously discussed and reviewed the highlights of that agreement. He indicated that Balsam West will construct and provide broadband service to five county facilities (Nantahala Fire Station on Wayah, Nantahala Fire Substation, Nantahala EMS on Junaluska, library and community center on White Oak and Wayah, and Nantahala recreation center on Winding Stairs), with a commitment to complete the project within six months of execution of the agreement and receipt of permits and after activation Balsam West will offer services to residences within 500 feet of the fiber routes. Mr. Lee said Balsam West is asking for \$350,000 as a non-recurring construction fee to help offset part of the construction cost with 50 percent due at the start of construction and 50 percent due at completion of the project. He said there is also a one-time lump-sum fee for internet service for the five facilities for the first year which can be split after that into individual fees. Commissioner Shields made a motion, seconded by Commissioner Shearl, to approve the agreement as well as a budget amendment to move \$350,000 from fund 55 for County Capital projects to the general fund. Vote was unanimous.

New Business

(A) Resolution Declaring September as Preparedness Month – Mr. Roland read the resolution which included, that Frank Williams, the Immediate Past president of the North Carolina County Commissioners Association (NCACC) initiated “100 Counties Prepared” during his most recent NCACC Presidency term and requested the resolution be considered by all 100 county boards. He read that the NCACC is partnering with NC Emergency Management (NCEM) and Duke Energy to hold in-depth training courses designed to equip county commissioners and county leadership with the knowledge, tools, and resources they need to effectively lead during emergency situations through one-day training

opportunities that include sessions on emergency management basics, funding for emergencies, roles and responsibilities in an emergency, and crisis communication strategies specifically designed for locally elected officials to gain a better understanding of the role they play in an emergency [Attachment 3]. Commissioner Young made a motion, seconded by Commissioner Shields, to approve the resolution as presented. Vote was unanimous.

(B) Consideration and Approval of Grant Funded Positions

Addendum to the County Personnel Policy – HR and Safety Director Tammy Keezer explained that the proposed policy was discussed at the regular meeting in August. She said that following that discussion she had drafted the policy which would be an addendum to the personnel policy and requested approval. Commissioner Antoine made a motion, seconded by Commissioner Young, to approve the policy as presented. Vote was unanimous.

(C) Consideration and Approval of Resolution Providing for Electronic Listing and Extending the Time for Filing Electronic Listings of Personal Property for Property Tax Reports – Tax

Administrator Abby Braswell requested approval of a resolution to allow electronic listing and filing taxes. She said in January notices are sent out to businesses and property owners and this change would allow businesses in particular to upload their documents into the online portal which is part of the new software that the Tax Department is currently using. Ms. Braswell indicated this change would be implemented at no cost to the County. Commissioner Shields made a motion, seconded by Chairman Higdon, to approve the resolution as presented. Vote was unanimous.

CONSENT AGENDA:

Upon a motion by Commissioner Young, seconded by Commissioner Shields, the board voted unanimously to approve the consent agenda as presented which includes: (A) Minutes of the August 8, 2023 regular meeting, (B) Budget Amendments #35-42, (C) Settlement report for FY 2022 taxes, (D) Tax releases for the month of July in the amount of \$49,457.42, (E) Monthly ad valorem tax collection report – no action necessary, and (F) Changes to MOU Between Macon County Board of Commissioners, Cooperative Extension Services, NC State, and NC A&T State University.

APPOINTMENTS: None

OTHER BUSINESS:

(A) Discussion and Consideration of Offer to Purchase Old Pine Grove School – Attorney Ridenour stated an offer had been received to purchase the property for \$70,950.00. He said he understands it

has been the board's position to entertain an offer at tax value. Mr. Ridenour said he believes at the time the offer was made that was the tax value but we have since had a revaluation and the tax value is now \$102,910. Mr. Roland stated this property is also on the National Historic Register. After some discussion, Commissioner Shearl made a motion, seconded by Commissioner Young to reject the offer. Vote was unanimous.

CLOSED SESSION: None

ADJOURN: At 8:54 p.m. upon a motion by Commissioner Young, seconded by Commissioner Shearl, the board voted unanimously to adjourn.

Derek Roland
Ex Officio Clerk to the Board

Paul Higdon
Board Chair

Macon County Vehicle/Equipment Policy

I. Purpose

This policy establishes uniform vehicle/equipment use practices for all county employees and Departments to ensure safe and efficient use of public property, with the exception of Macon Transit Authority employees. Transit Authority employees shall be subject to the Macon County Transit policy.

II. Overview

Certain employees in various departments may be required to use/operate county vehicles/equipment during work hours. County vehicles/equipment are assigned to one or more employees for their primary use during the workday. At the end of the workday, all county vehicles/equipment are to be parked in their assigned parking area unless specifically exempted by the Department Director.

III. Procedure

Overnight Assignment:

Authorized employees may use county vehicles overnight when the best interest of the public is served by providing county employees with safe, dependable transportation for extensive travel during or after working hours, for after-hours response to emergency requests for service, or for an approved, official purpose as determined by the Department Head. Authorization for use of county vehicles overnight may be granted by the Department Head to specified employees based on the following criteria:

- A. Employees whose regular duties require frequent use of a county vehicle overnight and whose responsibilities involve emergency response, after-hours response, evening and weekend duties, public meetings, or other business activities.
- B. Employees assigned to stand-by duty who are subject to call or who respond to service requests.
- C. Employees on temporary overnight assignment by his/her Department Director for emergencies or an approved, official purpose.
- D. Employees expected to respond when called after hours unless specifically excused due to authorized leave.

IV. Usage

- A. County vehicles/equipment shall be used for official county business only.

- B. County vehicles shall not be used for the convenience of the employee with regard to transportation needs or other non-business activities, other than commuting or de Minimis personal use (such as a stop for a personal errand between a business delivery and the employee's home).
- C. Alcoholic beverages are not permitted in county vehicles/equipment at any time; however, law enforcement personnel may transport lawfully confiscated alcoholic beverages.
- D. The use of tobacco, in any form, and the use of vape devices or electronic cigarettes is prohibited in county-owned vehicles/equipment.
- E. Hands-free operation of cell phones and other mobile devices (i.e. navigation devices) is required while operating county-owned vehicles/equipment. Operation of a cell phone or other mobile device to send or read text messages, emails, or typing multiple letters or text in the device while driving is illegal in North Carolina (NCGS 20-137.4A) except by law enforcement officers, firefighters, or ambulance drivers while performing their official duties.
- F. Each Department Director shall maintain a list of county vehicles/equipment assigned for overnight use, and provide the Garage Supervisor and County Manager with that list upon request. This list must include the driver's name and driver's license number.
- G. County vehicles shall not be driven to an out-of-county residence if used by an employee for commuting to and from work unless specifically authorized by the Director of Human Resources
- H. The Department Director of each department shall report to the Garage Supervisor the mileage of each county vehicle annually or upon request. The Department Director shall immediately notify the Garage Supervisor and County Manager of any driver changes to assigned vehicles. Failure to report mileage and driver changes may result in the revocation of an assigned vehicle.

V. Driver's Responsibilities

- A. Employees shall operate county vehicles/equipment in a safe and courteous manner.
- B. Employees shall not exceed the speed limit unless in pursuit or emergency. Seat belts shall be worn by the driver and all passengers at all times during the operation of county vehicles/equipment unless providing emergency care to a passenger (such as in an ambulance).

- C. Non-county employees are not allowed to operate or ride in a county-owned vehicle/equipment without prior approval from the Human Resources Director. Non-county employees may accompany County employees in County cars when they have a business interest in the travel and if they are covered by workmen's compensation by their employer with approval of the Human Resources Director. Due to insurance limitations and regulations no other passengers are permitted unless operating in an official capacity. Note: Student interns are permitted as a passenger, and the Sheriff's Department, Emergency Medical Services Department, Emergency Management Department, and Department of Social Services are exempt from this when providing emergency assistance to citizens.
- D. Employees driving county vehicles/equipment are required to have a current driver's license as required by North Carolina General Statutes, regardless of whether the employee drives the county vehicle/equipment on a regular, temporary or occasional basis.
- E. Violations, citations, fines, and other actions taken by any police jurisdiction against any employee while driving a county vehicle/equipment shall be the responsibility of the employee and may be cause for disciplinary action by the county.
- F. Employees shall notify his/her department director of any points incurred on their driver's license for situations including, but not limited to, accidents, speeding tickets, driving under the influence, and driver's license suspensions or revocations. Department Director shall forward the information to the County Manager.
- G. Employees shall not drive county-owned vehicles/equipment if they are using alcoholic beverages or prescription and/or non-prescription drugs which may impair driving ability.
- H. An employee must report to the designated testing site for alcohol and drug testing immediately following an accident or be subject to termination. The primary and preferred testing site is Macon County Public Health located at 1830 Lakeside Drive, Franklin, NC (828-349-2081). The secondary testing site is Smoky Mountain Urgent Care located at 195 Franklin Plaza, Franklin, NC (828-634-7745). After hours or when neither the primary nor secondary testing sites are available, the employee shall report to the Emergency Department at Angel Medical Center located at One Center Court, Franklin, NC (828-524-8411).
- I. Employees assigned county-owned vehicles shall take proper care of the interior and exterior appearance and servicing of county-owned vehicles at the scheduled times and/or every 5,000 miles. Failure to do so may result in

disciplinary action. Upholding the maintenance requirement is the responsibility of the Department Director.

- J. The vehicle/equipment operator is responsible for routinely checking for proper oil level, water and antifreeze levels, wear on belts and adequate inflation of tire consistent with specifications in the vehicle/equipment manual. The Garage Supervisor will provide training as needed.
- K. When any County vehicle/equipment is involved in an accident or otherwise damaged, particulars of the employee and the details of the accident and damages shall be reported to the supervisor or Department Head. The department/ agency director will forward the completed Vehicle Accident Report along with the police report to insuranceclaims@maconnc.org. If the employee is injured, the Department Head will also need to follow up with worker's comp reporting procedures (see Workers Comp Manual). The Department Head or designee will notify the County Garage of the accident and make arrangements for the repairs.

VI. County Responsibilities

- 1. Driving records shall be evaluated by the Department of Human Resources before assignment of a county-owned vehicle/equipment or no less than annually based on the North Carolina Division of Motor Vehicles standards. Throughout the year, the County may randomly select employees to check their driving records. An employee who has motor vehicle violation (s) resulting in accumulation of six (6) or more points during a three-year period shall not be permitted to drive a county-owned vehicle/equipment until the points have been reduced or removed from their driver's history.

Prior to offering employment to a prospective employee, the Department of Human Resources shall:

- A. Confirm the prospective employee holds a valid driver's license for any position that requires operation of a motor vehicle/equipment.
- B. Obtain a driver's history (MVR) from the North Carolina Division of Motor Vehicles simultaneously with the pre-employment background check. MVRs will be obtained annually thereafter for all employees authorized to drive. Management will determine the acceptability of a driver's MVR.
- C. Confirm that a prospective employee holds a valid Commercial Driver's License for any positions requiring a CDL.
- D. Obtain and review the motor vehicle records of at least the last three years of all employees who operate county-owned vehicles/equipment. Periodic driving

histories shall be obtained to confirm or deny a possible license suspension, revocation or conviction(s) for accidents and/or motor vehicle violations. A poor driving history or failure to report a driving citation issued to a County employee may result in termination, demotion, or suspension of County driving privileges.

- E. Call a meeting of the Accident Review Board within 60 days of an accident involving a county-owned vehicle/equipment.

The Department of Human Resources may indiscriminately select employees occupying safety-sensitive positions (drivers, medical care providers, law enforcement officers, heavy equipment operators, etc.) and/or the performance of their job duties require driving on a **regular** basis who operate county-owned vehicles or heavy equipment to undergo random drug testing. The Macon County Human Resources Department may select employees on a random basis.

Macon County Department Directors shall:

A. ~~Acquire and provide to the Safety Officer or Human Resources Director with proof of insurance and proof of an active, current driver's license for any employee who receives reimbursement for personal vehicle mileage. An~~ Ensure employees understand that the employee's personal vehicle insurance is the primary coverage in the event an employee has an accident while performing his/her duties as a Macon County Employee in their personal vehicle. Macon County's insurance policy acts as the secondary coverage once the limits are met under an employee's policy.

B. Administer this County Policy properly in regard to all county vehicles/equipment in his or her department. The method for financing the fleet will be an annual decision made by the Finance Director and the Garage Supervisor and taken to the Board of County Commissioners for approval. It is the intention that once vehicles/equipment are assigned, they remain with the position based on the justification for the vehicle/equipment. If high mileage is an issue, replacement arrangements will be made in advance of the acquisition.

VII. Violations

Violations of this policy are considered a misuse of county property. Employees misusing or abusing county-owned vehicles/equipment may be subject to appropriate disciplinary action, up to and including dismissal.

VIII. Need-Based Approvals

- A. County Departments must justify the need for a county-owned vehicle based on whether a vehicle will be used a minimum of 12,000 miles per year. The cost benefit of paying an employee mileage for use of the personal vehicle versus use of a county-owned vehicle must be documented before a county-owned vehicle is considered.
- B. Evaluation of the ongoing need for county-owned vehicles/equipment assigned to a

department will be made on an annual basis before bidding for new county vehicles/equipment.

- C. The County Board of Commissioners must approve all new vehicle/equipment purchases and requests for a vehicle/equipment from the surplus list when that vehicle/equipment increases the fleet assigned to a department.
- D. Public Safety and special use vehicles/equipment required for a specific job function will be considered based on need, usage, and cost-benefits over the life of the vehicle/equipment versus mileage limitations.
- E. Each Department Director shall send the Garage Supervisor a written request for a vehicle/equipment to be classified as “special use” (a vehicle/equipment used for one purpose such as a wrecker). If the request is granted, the vehicle/equipment shall be coded as “special use” in the vehicle/equipment maintenance program.
- F. The County Manager may, at the request of the Garage Supervisor, remove or recall any county vehicle/equipment from a department for one of the following:
 - 1. The vehicle/equipment does not meet the minimum mileage requirements, excluding “special use” vehicles/equipment.
 - 2. Vehicle/equipment abuse, which includes but is not limited to, inadequate care or maintenance and damage to a vehicle/equipment caused by disregard or improper use.
 - 3. The termination of an employee or position with an assigned vehicle/equipment that will not be replaced within a reasonable time period.
 - 4. A Department Director may submit a written request to the Garage Supervisor to justify retention of a vehicle/equipment removed or recalled because of underutilization.
 - 5. Exemptions must be considered prior to removing or recalling a county-owned vehicle/equipment from a department based on funding guidelines used in purchasing the vehicle/equipment (such as grants, state funding, etc.)
- G. A Department shall turn in the old vehicle/equipment before receiving a replacement vehicle/equipment to prevent unnecessary growth of the fleet. Any exception to this policy requires approval by the County Board of Commissioners.
- H. A Department Director shall complete a vehicle/equipment change form in the Garage Services Department for action needed such as purchase, sale, disposal, or transfer of vehicle/equipment.

IX. Accidents

A. Macon County shall have an accident Review Board, comprised of the following individuals to evaluate all accidents involving a Macon County-owned vehicle/equipment. The purpose of the Vehicle Safety Review Board shall be:

1. To establish a fair and impartial review system for all vehicular accidents involving County employees resulting in injuries and/or property damage. With the primary objective being to improve the overall safety of County operations.
2. To establish the cause for each reviewed accident, and determine whether preventable or non-preventable.
3. To establish uniformity of discipline.
4. To make recommendations for corrective action to Department Directors, County Manager and/or the County Board of Commissioners.

B. The Accident Review Board shall include:

Co-Chairpersons:

Safety Officer

Garage Supervisor

Members:

Sheriff's Department Safety Officer

Human Resources Director

Emergency Services Director

Health Director

Transit Director

Risk Management

Three (3) Regular Non-Exempt Employees

C. The Vehicle Accident Review Board shall be convened by the HR and Safety Director within sixty (60) days of the date of the accident. The Board shall review the investigating officer's report, the employee's statement and other information prior to hearing an oral presentation by the employee.

D. At the time of the hearing, the employee may present supporting material or witnesses to help in his/her defense.

E. The review and consideration of an accident by the Board shall be conducted by the HR and Safety Director and shall include the following elements:

- The past driving record of the employee
- The report of the investigating officer
- Oral presentation by the employee

- Supporting materials or testimony of witnesses

F. If it is clear that the employee is not at fault and could not have prevented the accident, the Board may rule the accident non-preventable and it will not be charged (See Points chart) to the employee.

G. Decision of the Board

Upon reviewing all the details of the accident and meeting with the employee in question, the Accident Review Board shall meet privately to reach a decision. When a majority decision has been reached by the Board, the decision will be communicated to the department/agency head. If the board decides that the driver was at fault or he/she displayed unsatisfactory job performance, it will be the department/agency director's responsibility to see that the decision is carried out according to the Macon County Personnel Policy.

This policy shall be effective July 1, 2023.

Adopted this the _____ day of _____, 2023

Derek Roland, Manager
Macon County

Paul Higdon, Chairman
Macon County Board of Commissioners

COLLECTIONS MONTHLY TOTALS REPORT
 Macon County - Year To Date September 2023 Tax Year 2023

Macon County
Advalorem Tax Collections Report
Year To Date September 2023 Tax Year 2023

TAX YEAR 2023 Month To Date September 2023 Tax Year 2023

| Month to Date | Beginning Balance | Levy Added | Less Releases | Less Administrative Refunds | Less Write Offs | Equals Adjusted Levy | Less Payments | Outstanding Balance |
|-------------------|----------------------|-------------------|-------------------|-----------------------------|-----------------|----------------------|----------------------|----------------------|
| General Tax | 22,903,193.99 | 621,031.65 | -36,185.95 | 0.00 | -127.79 | 23,487,911.90 | -3,293,961.23 | 20,193,950.67 |
| Fire Districts | 3,419,393.92 | 124,870.17 | -6,619.84 | 0.00 | -25.34 | 3,537,618.91 | -430,226.41 | 3,107,392.50 |
| Landfill User Fee | 2,176,767.85 | 0.00 | -3,024.00 | 0.00 | -4.20 | 2,173,739.65 | -274,005.50 | 1,899,734.15 |
| TOTAL: | 28,499,355.76 | 745,901.82 | -45,829.79 | 0.00 | -157.33 | 29,199,270.46 | -3,998,193.14 | 25,201,077.32 |

TAX YEAR 2023 Year To Date September 2023 Tax Year 2023

| Year to Date | Beginning Balance | Levy Added | Less Releases | Less Administrative Refunds | Less Write Offs | Equals Adjusted Levy | Less Payments | Outstanding Balance | This Year Collection Percentage Tax Year 2023 As of 9/30/2023 | Last Year Collection Percentage Tax Year 2022 As of 9/30/2022 |
|-------------------|-------------------|----------------------|-------------------|-----------------------------|-----------------|----------------------|-----------------------|----------------------|---|---|
| General Tax | 0.00 | 33,611,769.65 | -46,707.37 | 0.00 | -1344.27 | 33,563,718.01 | -13,369,767.34 | 20,193,950.67 | 39.83% | 40.67 |
| Fire Districts | 0.00 | 4,869,837.09 | -7,758.85 | 0.00 | -236.26 | 4,861,841.98 | -1,754,449.48 | 3,107,392.50 | 36.09% | 37.21 |
| Landfill User Fee | 0.00 | 2,963,088.00 | -3,456.00 | 0.00 | -5.56 | 2,959,626.44 | -1,059,892.29 | 1,899,734.15 | 35.81% | 36.23 |
| TOTAL: | 0.00 | 41,444,694.74 | -57,922.22 | 0.00 | -1586.09 | 41,385,186.43 | -16,184,109.11 | 25,201,077.32 | 39.11% | 39.93 |

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



Phone: (828) 349-2149
draby@maconnc.org

TO: MACON COUNTY COMMISSIONERS

FROM: Macon County Tax Collector's Office
Delena Raby, Tax Collections Supervisor

DATE: October 05, 2023

RE: Releases for September, 2023

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

AMOUNT OF RELEASES FOR SEPTEMBER 2023: \$ 1,774.32

RELEASES REPORT
Macon County

| NAME | BILL NUMBER | OPER | DATE/TIME | DISTRICT | VALUE | AMOUNT |
|---|-------------|---|------------------------|--------------|-----------------|--------|
| 152699 APPLEGATE, ASHER THOMAS III | 2023-62278 | DY:ORP:6562054153 LAS | 12/31/9999 10:54:44 AM | | | |
| | | ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE | | F05 ADVL TAX | 21,000.00 | 10.22 |
| | | ILLEGAL TAXES OR LEVIED FOR AN ILLEGAL PURPOSE | | G01 ADVL TAX | 21,000.00 | 56.70 |
| | | BASEMENT NOT FINISHED | | | | |
| | | | | | TOTAL RELEASES: | 66.92 |
| 138083 ATEN, D. RICHARD TR | 2023-92875 | DY:ORP:7512882306 LAS | 12/31/9999 3:21:23 PM | | | |
| | | CLERICAL ERROR | | F04 ADVL TAX | 61,330.00 | 29.44 |
| | | CLERICAL ERROR | | G01 ADVL TAX | 61,330.00 | 165.59 |
| | | CLERICAL ERROR | | L01 FFEEFEE | 61,330.00 | 108.00 |
| | | HOUSE BURNED NOT LIVABLE | | | | |
| | | | | | TOTAL RELEASES: | 303.03 |
| 5254 BRYANT, BESSIE M | 2023-55641 | DY:ORP:5598938382 LAS | 12/31/9999 10:26:37 AM | | | |
| | | CLERICAL ERROR | | F09 ADVL TAX | 89,950.00 | 43.81 |
| | | CLERICAL ERROR | | G01 ADVL TAX | 89,950.00 | 242.87 |
| | | AGE EXEMPTION DID NOT APPLY ONTO THE BILL | | | | |
| | | | | | TOTAL RELEASES: | 286.68 |
| 120240 CROWE, WAYNE E TR | 2023-86744 | DY:ORP:7449187142 LAS | 12/31/9999 1:46:29 PM | | | |
| | | CLERICAL ERROR | | F10 ADVL TAX | 38,660.00 | 7.38 |
| | | CLERICAL ERROR | | G01 ADVL TAX | 38,660.00 | 104.38 |
| | | CLERICAL ERROR | | H01 ADVL TAX | 38,660.00 | 39.51 |
| | | CORRECTED CONDITION OF DWELLING | | | | |
| | | | | | TOTAL RELEASES: | 151.27 |
| 4153 CURTIS, GEORGE | 2016-54763 | DY: PERSONAL PROPERTY LAS | 12/31/9999 10:25:34 AM | | | |
| | | CLERICAL ERROR | | F03 ADVL TAX | 872.00 | 0.57 |
| | | CLERICAL ERROR | | G01 ADVL TAX | 872.00 | 3.04 |
| | | BOAT WAS SOLD IN 2015 | | | | |
| | | | | | TOTAL RELEASES: | 3.61 |
| 46761 DANIEL SEAY DEVELOPMENT CORPORATION | 2023-73455 | DY:ORP:6584892442 LAS | 12/31/9999 8:32:52 AM | | | |
| | | CLERICAL ERROR | | F01 ADVL TAX | 2,800.00 | 1.47 |
| | | CLERICAL ERROR | | G01 ADVL TAX | 2,800.00 | 7.56 |
| | | LAND HAS RESTRICTED USE | | | | |
| | | | | | TOTAL RELEASES: | 9.03 |
| 148185 HIRSHBERG, MARCY | 2023-85322 | DY:ORP:7438739653 LAS | 12/31/9999 4:28:59 PM | | | |
| | | CLERICAL ERROR | | F10 ADVL TAX | 52,810.00 | 10.09 |
| | | CLERICAL ERROR | | G01 ADVL TAX | 52,810.00 | 142.59 |
| | | CLERICAL ERROR | | L01 FFEEFEE | 52,810.00 | 108.00 |
| | | DWELLING UNSOUND | | | | |
| | | | | | TOTAL RELEASES: | 260.68 |
| 120749 JOHNSON, MICHAEL DAVID TTE | 2023-60187 | DY:ORP:6534651945 LAS | 12/31/9999 10:23:57 AM | | | |
| | | CLERICAL ERROR | | F05 ADVL TAX | 210,430.00 | 102.48 |
| | | CLERICAL ERROR | | G01 ADVL TAX | 210,430.00 | 568.16 |
| | | PUV DID NOT CARRY OVER FROM 2022 | | | | |
| | | | | | TOTAL RELEASES: | 670.64 |

RELEASES REPORT
Macon County

| NAME | BILL NUMBER | | OPER | DATE/TIME | DISTRICT | VALUE | AMOUNT |
|-------------------------|-------------|--|------|------------------------|-----------------|----------|----------|
| 85165 MARLIN LEASING | 2023-206770 | DY: PERSONAL PROPERTY | LAS | 12/31/9999 10:24:48 AM | | | |
| | | CLERICAL ERROR | | | F01 ADVL TAX | 4,105.00 | 2.15 |
| | | CLERICAL ERROR | | | G01 ADVL TAX | 4,105.00 | 11.08 |
| | | REMOVED ASSET IN 2022 | | | | | |
| | | | | | TOTAL RELEASES: | | 13.23 |
| 152426 SNAP RTO LLC | 2023-300734 | DY: PERSONAL PROPERTY | LAS | 12/31/9999 4:25:35 PM | | | |
| | | CLERICAL ERROR | | | F09 ADVL TAX | 2,898.00 | 1.41 |
| | | CLERICAL ERROR | | | G01 ADVL TAX | 2,898.00 | 7.82 |
| | | ASSETS WERE DELETED/REMOVED FROM THIS LOCATION PER LISTING FORM | | | | | |
| | | | | | TOTAL RELEASES: | | 9.23 |
| NET RELEASES PRINTED: | 1,774.32 | | | | | | |
| TOTAL TAXES RELEASED | | | | | | | 1,774.32 |

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – APPOINTMENTS

MEETING DATE: OCTOBER 10, 2023

13A. **Board of Health (3 seats)** – Please see the attached email from Health Director Kathy McGaha, along with applications from Matt Corbin, Ruth Still well, and Garrett Higdon.

Tammy Keezer

From: Kathy McGaha <kmcgaha@maconnc.org>
Sent: Tuesday, October 3, 2023 11:44 AM
To: Tammy Keezer; Derek Roland
Cc: Amanda Cowart
Subject: BOCC Agenda Items - BOH Appointees
Attachments: Garrett Higdon.pdf; Matthew G Corbin.pdf; Ruth Hensz Stilwell.pdf

The following individuals are recommended by the BOH to be appointed as BOH members:

Matt Corbin has been recommended to fill the Dentist position. His term will begin a full term, October 2023 to June 2026.

Ruth Stillwell has been recommended to fill the Optometrist position that the state has allowed us to make General Public. She will finish out this term, October 2023 to December 2024.

Garrett Higdon has been recommended to fill the Engineer position. He will finish Mitchell Bishop's term October 2023 to June 2026.

Please let me know if you need anything else.

Thanks, Kathy

Kathy McGaha, MHS
Public Health Director
Macon County Public Health
1830 Lakeside Drive
Franklin, NC 28734
(828) 349-2420
www.maconnc.org
www.facebook.com/MaconPublicHealth



Accredited by the NC Local Health Department Accreditation Board

Pursuant to North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail messages that may be sent in response to it may be considered public record. Also, any information contained in this message that may be considered "Confidential" will be withheld from any public record requests. If this e-mail contains protected health information or personal identifying information, you are hereby notified that any further dissemination and/or distribution of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by replying to this message and deleting it from your computer. Thank you.

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

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

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

or FAX to: 828-349-2400

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

Name of Authority, Board or Committee applying for:

BOARD OF HEALTH

Name

GARRETT HIGDON

Address

528 THOMAS RD

City

FRANKLIN

NC Zip

28734

Telephone: Home

828-342-7824

Work

828-631-1171

Occupation

CIVIL ENGINEER (NCDOT)

Business Address

Email Address

9bhigdon32@gmail.com

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

NONE THAT I AM AWARE OF

Educational Background

B.S. CIVIL ENGINEERING NORTH CAROLINA STATE UNIVERSITY

Business and Civic Experiences/Skills:

4 YEARS EXPERIENCE AS PROJECT MANAGER FOR NCDOT

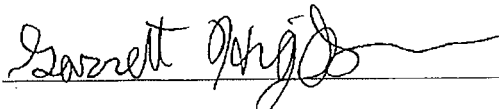
Areas of Expertise and Interest/Skills:

LICENCED PROFESSIONAL ENGINEER

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

N/A

SIGNATURE:



DATE:

8-22-2023

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

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5 West Main Street or FAX to: 828-349-2400
Franklin, North Carolina 28734

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

Name of Authority, Board or Committee applying for: Macon County Board of Health

Name Matthew G. Corbin

Address 1167 Corbin Rd City Franklin NC Zip 28734

Telephone: Home 828-342-8076 Work 828-524-6111

Occupation Dentist

Business Address 624 W Palmer St Franklin, NC 28734

Email Address matt@corbindentalcare.com

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

N/A

Educational Background

Diploma, Franklin High School (2005) // BS Exercise Physiology, Lenoir-Rhyne University (2010) // Doctor of Dental Surgery, University of North Carolina at Chapel Hill (2015) // Advanced Educ. in General Dentistry, US Air Force (2016)

Business and Civic Experiences/Skills:

Business/Practice Owner, NC Dental Society Board of Trustees, honorably discharged in 2019 as Captain (US Air Force), The Rotary Club of Franklin, FHS Varsity Football - Assistant Coach

Areas of Expertise and Interest/Skills:

Clinical and administrative dental knowledge // Many years of service with various responsibilities on boards throughout high school, college, dental school and the US Air Force // Consistent leadership training throughout aforementioned locations // Deep passion for Macon County

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

Franklin Chamber of Commerce - President-elect // North Carolina Dental Society Committee on Teams // Folk Heritage Association of Macon County Board of Directors // Holly Springs Baptist Deacon Board

SIGNATURE: 

DATE: 20 Sep 23

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

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

or FAX to: 828-349-2400

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

| | | | |
|---|-------------------------|------|-----------------------|
| Name of Authority, Board or Committee applying for: | Health Department Board | | |
| Name | Ruth Hensz Stilwell | | |
| Address | 645 Womack St. | City | Franklin NC Zip 28734 |
| Telephone: Home | 828-371-1457 | Work | |
| Occupation | Optician-semi retired | | |
| Business Address | | | |
| Email Address | ruth-hs@frontier.com | | |

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

| |
|--|
| |
|--|

Educational Background

| |
|-------------------------------|
| AAS-of Applied Health Science |
|-------------------------------|

Business and Civic Experiences/Skills:

| |
|--|
| Optician self employed at Optical Illusions 30 years. Optician @ Asheville Eye Sylva Optical 7 yrs and prn now in Franklin for 2 yrs. President of the Franklin Lions Club on 6 occasions. |
|--|

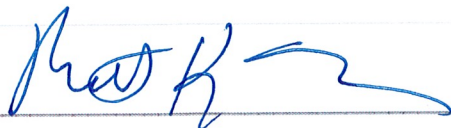
Areas of Expertise and Interest/Skills:

| |
|---|
| I have good organizational skills. Have organized several events for Lion and my church |
|---|

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

| |
|---|
| co-Secretary/treasurer Franklin Lions Club Member of the Pastor Parrish Relations committee at Memorial Methodist Church |
|---|

SIGNATURE:



DATE: 8/21/2023