

# Macon County



## MACON COUNTY BOARD OF COMMISSIONERS DECEMBER 13, 2016 AGENDA

1. Call to order and welcome by Chairman Tate
2. Announcements
  - A. December 2016 NCACC County Video Update
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. Presentation of painting – Lesa Postell
  - B. Request for mid-budget cycle amendment to the 2016-2017 Macon County/NC Forest Service agreement – District Forester Tim Howell
  - C. Update on 2016 election process – Board of Elections Director Debbie George
  - D. Presentation regarding broadband – Tim Will
10. Old Business
  - A. Update on agreement with East Coast Risk Management – County Manager
  - B. Update on SCC Burn Building – County Manager
  - C. Update on Carpenter Community Facilities Building renovations – County Manager
11. New Business
  - A. Tax Department – Tax Administrator Richard Lightner
    - (1) Settlement on Watauga Vista sale

(2) Pictometry for new aerial flight for 2017

(3) Property Tax Commission settlement from the revaluation

- B. Business Development Center Lease with Major Display, Inc. – Economic Development Director Tommy Jenkins and the County Attorney
- C. Consideration of interlocal agreement adding parties to SoNCVet project-- Transit Director Kim Angel and the County Attorney
- D. Discussion of liaison committees and appointments – Chairman Tate
- E. Board of Education liaison report from December 7, 2016 – County Manager
- F. Discussion of agenda formation for the board of commissioners – Commissioner Higdon

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 November 15, 2016 continued session and the December 5, 2016 continued session
- B. Budget Amendments #80-85
- C. Tax Releases – None for November 2016
- D. Ad valorem tax collection report (no action necessary)

13. Appointments

- A. Planning Board (one seat)

14. Closed session per NCGS 143-318.11(a)(5) to discuss potential property acquisition – County Manager

15. Adjourn/Recess

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** December 13, 2016

**DEPARTMENT/AGENCY:**

**SUBJECT MATTER:** Presentation of painting

**COMMENTS/RECOMMENDATION:**

In an e-mail request, Lesa Postell has asked for time on the agenda as follows: "Our family desires to show our appreciation to all local fire fighters during this time of wildfires. At the board meeting we would like to present a painting my mother completed to the Macon County Commissioners to show our gratitude to our fire fighters and to give hope to our community in the aftermath of the destruction of our beautiful mountains."

Attachments \_\_\_\_\_ Yes  No

Agenda Item 9A

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** December 13, 2016

**DEPARTMENT/AGENCY:** NC Forest Service

**SUBJECT MATTER:** Mid budget cycle amendment

**COMMENTS/RECOMMENDATION:**

Tim Howell, the District Forester for District 9 of the North Carolina Forest Service, has requested time on the agenda in reference to the Forest Service seeking approval of a mid-budget cycle amendment to the 2016-2017 Macon County-NC Forest Service budget agreement. He and Macon County Assistant Ranger Benjamin Keener will present additional information at the meeting.

Attachments \_\_\_\_\_ Yes  No

Agenda Item 9B

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** December 13, 2016

**DEPARTMENT/AGENCY:** Board of Elections

**SUBJECT MATTER:** Update on 2016 election

**COMMENTS/RECOMMENDATION:**

At the request of Commissioner Higdon, Board of Elections Director Debbie George will present an update on the 2016 election process.

Attachments \_\_\_\_\_ Yes  No

Agenda Item 9C

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** December 13, 2016

**DEPARTMENT/AGENCY:**

**SUBJECT MATTER:** Broadband service

**COMMENTS/RECOMMENDATION:**

Per Commissioner Shields, Tim Will will be at the meeting to speak to broadband service in the county.

Attachments \_\_\_\_\_ Yes  X  No

**Agenda Item 9D**

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** December 13, 2016

**DEPARTMENT/AGENCY:** Administration/Human Resources

**SUBJECT MATTER:** Update on agreement with East Coast Risk Management

### COMMENTS/RECOMMENDATION:

As a follow up to the board's action at the November 15, 2016 continued session, the County Manager will have an update on the proposed agreement with East Coast Risk Management to provide consultation services to the county – specifically as it relates to charges for additional on-site visits and travel. He will provide more details at the meeting.

Attachments \_\_\_\_\_ Yes  No

Agenda Item 10A

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** December 13, 2016

**DEPARTMENT/AGENCY:** Southwestern Community College

**SUBJECT MATTER:** Update on burn building project

**COMMENTS/RECOMMENDATION:**

The County Manager will provide the board with an update on the latest developments regarding replacement of the burn building at SCC's Public Safety Training Center.

Attachments \_\_\_\_\_ Yes  No

**Agenda Item 10B**



**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** December 13, 2016

**DEPARTMENT/AGENCY:** Parks and Recreation

**SUBJECT MATTER:** Update on Carpenter Community Facilities  
Building renovations

**COMMENTS/RECOMMENDATION:**

The County Manager will provide an update on the project relative to revisions in the contract with Ritter Architecture.

Attachments \_\_\_\_\_ Yes  No

**Agenda Item 10C**

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** December 13, 2016

**DEPARTMENT/AGENCY:** Tax

**SUBJECT MATTER:** Multiple Items

**COMMENTS/RECOMMENDATION:**

Tax Administrator Richard Lightner is seeking board approval for the following items:

- (1) **Settlement on Watauga Vista sale** – Please see the attached memo from Jeffrey Goss of Ridenour & Goss, PA regarding requested action on seven tracts of land in Watauga Vista owned by the county.
- (2) **Pictometry for new aerial flight for 2017** – Please see the attached memo regarding approval of a pictometry project for flights in 2017 and 2021 with the cost to be spread over six budget cycles, plus funding for some initial flights early next year.
- (3) **Property Tax Commission settlement from the revaluation** – Mr. Lightner can provide additional details on the settlement to Robert Riechmann in the amount of \$114.44.

Attachments   3   Yes        No

Agenda Item 11A(1), (2) and (3)

From: Jeffrey Goss [mailto:jeff@sylvalawyers.com]

Sent: Monday, August 22, 2016 12:59 PM

Subject: Watauga Vista -- Sales to Macon County

Richard--

As you know, the County was the high bidder at 9 tax foreclosure sales within the Watauga Vista subdivision. At each sale, the County's opening bid was equal to the approximate amount of the delinquent taxes, costs, and attorney's fees and no upset bids were received. As such, the County is the owner of the lands sold at these sales.

We are looking at a possible assignment of the County's bid in two of those sales. For the remaining seven sales, in order to record the Commissioner's Deeds, I need the County to cut a check for the purchase monies in the amounts listed below. Upon receipt, we will route the funds through our trust account and cut a check to the Register of Deeds to cover the recording fees on each account, then cut a check back to the County for payment of the taxes and attorney's fees. We can do all seven at once, or piece-meal it if necessary depending on the County's budgetary constraints. Either way, it is all coming back to the County (less the \$26.00 recording fee on each).

Tract A 7517-50-9466 \$1,207.08

Tract H 7517-52-0581 \$1,307.34

Tract I 7517-42-9519 \$1,224.38

Tract L 7517-37-3245 \$1,533.73

Tract P 7517-64-1495 \$1,251.94

Tract Q 7517-42-9765 \$1,533.73

Tract S 7517-32-3655 \$1,418.07

**Please ask Finance to cut the checks payable to "Ridenour & Goss, PA Trust Account." These monies should not be lumped together with our general monthly invoice as these funds need to be kept separate.**

Let me know if you have any questions.

Thanks,

Jeffrey Goss

RIDENOUR & GOSS, PA

21 Colonial Square

PO Box 965

Sylva, North Carolina 28779

## PICTOMETRY

### THE NEED FOR QUADRENNIAL REFLIGHTS

The last time that Macon County had Pictometry Aerials flown was 2010, and the county's 911 fund paid for the flight. The new restriction upon those funds eliminates that as a source of funding presently and going forward into the future.

Although, emergency agencies are one of the largest users of the Pictometry oblique imagery, tax offices are now using the assessment tool of the program to help in reviewing improved properties during revaluations and audits.

North Carolina Department of Revenue's Local Government Division is going forward in establishing stricter guidelines for the process of completing reassessments and the tools needed to accomplish the task. In doing so, they are adopting the IAAO Standards on Mass Appraisal of Real Property.

This change along with others will make the counties more accountable for the work they do in establishing tax assessments and defending their values. Pre-approved reassessment plans, funds, and personnel will be under the direction of the Local Government Division. This is a result of the contentious reassessments that have occurred in the past.

The only way to carry out such a large labor intense project is to either hire more appraisers and clerical personnel, or to improve the counties software capabilities, its GIS, and its imagery orthos. The logical selection would be to improve our capabilities before we hire more staff.

If the county hires more people the legacy cost will continue to increase and all work done will have a very limited user base and application use. On the other hand, Pictometry improvements will be available to all emergency agencies at fixed locations and in mobile units. This would aid in all areas of public service for the entire time frame between reassessments and re-flights. This advantage alone allows public safety to benefit daily from a larger one time project. Thus, the need for additional personnel will be postponed until some future date.

We are asking the Board of Commissioners to approve the Pictometry Project for flights in 2017 and 2021 with the cost being budgeted through six budget cycles, commencing in July 2017. Also, we would like the Board to grant the \$8,131 initial fee out of the contingency fund for this fiscal year in order to have the first flight flown in January/February 2017 flight schedule.



# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** December 13, 2016

**DEPARTMENT/AGENCY:** Economic Development

**SUBJECT MATTER:** Business Development Center lease

**COMMENTS/RECOMMENDATION:**

Economic Development Director Tommy Jenkins and the County Attorney will present a proposed resolution to lease space in the county's Business Development Center to Major Display, Inc., a designer, manufacturer and seller of electronic scoreboards. Per Mr. Jenkins, the firm has recently leased 15,000 square feet in the new TekTone building, but is in need of additional office space in the county's center. In addition, the Economic Development Commission (EDC) has agreed to lease Unit E at a rate \$3 per square foot, or \$288 per month. However, it is my understanding that the starting date will be January 1, 2017 instead of December 1, 2016.

Attachments   2   Yes        No

Agenda Item 11B

STATE OF NORTH CAROLINA  
COUNTY OF MACON

**RESOLUTION OF THE MACON COUNTY BOARD OF COUNTY COMMISSIONERS  
DECLARING PROPERTY TO BE SURPLUS AND APPROVING A ONE YEAR LEASE  
OF THE SAME BY MACON COUNTY TO MAJOR DISPLAY, INC., A NORTH  
CAROLINA BUSINESS CORPORATION.**

THAT WHEREAS, Macon County owns certain real property being described in the Lease to Major Display, Inc., a North Carolina Business Corporation, a copy of which is attached hereto; and

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

WHEREAS, Macon County desires to declare the same to be surplus and authorize the entry of the Lease to Major Display, Inc., a North Carolina Business Corporation, a copy of which is attached hereto, for the period of one year from December 1, 2016; and

WHEREAS, pursuant to N.C. Gen. Stat. § 160A-272, Macon County is authorized to enter into the Lease to Major Display, Inc., a North Carolina Business Corporation, a copy of which is attached hereto, upon the passing of a Resolution authorizing the same.

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

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

RESOLVED, that Macon County does hereby authorize the entry into the Lease to Major Display, Inc., a North Carolina Business Corporation, a copy of which is attached hereto and incorporated herein by reference, for the period of one year from December 1, 2016, through November 30, 2017; and

RESOLVED, that Derek Roland, Macon County Manager, is hereby authorized and directed to fill in any blanks upon the same and execute said Lease to Major Display, Inc., a North Carolina Business Corporation, on behalf of Macon County.

Adopted at the December 13, 2016, Regular Meeting of the Macon County Board of

Commissioners.

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James Tate, Chairman, Macon County Board of  
County Commissioners

ATTEST:

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Derek Roland, Macon County Manager  
and Clerk to the Board

( Official Seal )



**NORTH CAROLINA  
MACON COUNTY**

**LEASE TO MAJOR DISPLAY, INC.,  
A NORTH CAROLINA BUSINESS CORPORATION,  
FROM MACON COUNTY**

This lease is made this 1<sup>st</sup> day of December, 2016, by and between MACON COUNTY, a body corporate and politic organized and existing under the laws of the State of North Carolina, hereinafter called the "Lessor," and Major Display, Inc., a North Carolina Business Corporation, hereinafter called the "Tenant."

**WITNESSETH:**

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

(1) *Premises.* Lessor leases unto the Tenant, and the Tenant accepts upon the full terms and conditions of this lease, that certain space located in the Macon County Business Development Center at the Macon County Industrial Park near Franklin, NC, as specifically shown on the drawing of the floor plan of the Business Development Center which is attached hereto as Exhibit A and incorporated herein by reference. The space designated on the drawing attached hereto as Exhibit A in the color yellow is leased unto the Tenant for Tenant's exclusive use. The spaces outlined in blue and designated on the drawing as the Men's and Women's Restrooms, Lounge, Janitor's Closet, Corridors, Loading Dock, Halls and Waiting Room may be used by Tenant for Tenant's non-exclusive use in common with any other tenants in the Development Center and Lessor, together with such portion of the premises as is reasonably necessary for access, parking and use of the leased premises.

(2) *Term.* This lease shall commence December 1, 2016, and shall continue for a term expiring November 30, 2017. **HOWEVER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EITHER PARTY HERETO MAY END THE TERM OF THIS LEASE EARLY UPON THIRTY DAYS WRITTEN NOTICE TO THE OTHER PRIOR TO THE FIRST DAY OF A MONTH DURING THE TERM OF THIS LEASE.**

(3) *Rent.* The Macon County Business Development Center is owned by Macon County as a small business incubator to promote economic development and the growth of jobs in Macon County. The lease of the premises to Tenant is in furtherance of that policy. The monthly rent for the aforementioned space is \$228.00 per month. Rent is due and payable on the first day of each

month in advance.

(4) *Use of Premises.* The leased premises shall only be used by Tenant for a business that manufactures and sells scoreboards and other signage for recreation parks.

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

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

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

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

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

(10) *Utilities.* Lessee shall be responsible for furnishing its utilities for Unit A shown on Exhibit A attached hereto. Lessor will provide utilities for the balance of the leased premises.

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

(12)*Indemnification.* Tenant shall indemnify Lessor and hold it harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury or damage to property occurring in or about, or arising out of, the leased premises, or occasioned wholly or in part by any act or omission of Tenant, its agents, licensees, concessionaires, customers or employees. In the event Lessor shall be made a party to any litigation, commenced by or against Tenant, its agents, licensees, concessionaires, customers or employees, then Tenant shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorneys' fees included or paid by Lessor in connection with such litigation.

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

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

In testimony whereof, the parties have signed this lease on the date first written above in duplicate originals, one of which is retained by each of the parties.

COUNTY OF MACON

By: \_\_\_\_\_  
Macon County Manager

Major Display, Inc., a North Carolina  
Business Corporation

By: \_\_\_\_\_  
President

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** December 13, 2016

**DEPARTMENT/AGENCY:** Transit

**SUBJECT MATTER:** Interlocal agreement adding parties to SoNCVet project

### COMMENTS/RECOMMENDATION:

Attached please find a draft copy of an interlocal agreement between Macon County, Graham County and Mountain Projects, Inc. as it pertains to the Southwestern NC One-Call One-Click Center for Veterans Transportation Project (SoNCVet). Transit Director Kim Angel and the County Attorney can provide further details at the meeting.

Attachments   1   Yes        No

Agenda Item 11C

INTERLOCAL AGREEMENT  
FOR THE PROCUREMENT, IMPLEMENTATION AND OPERATION OF  
SONCVET: SOUTHWESTERN NC ONE-CALL ONE-CLICK CENTER FOR VETERANS  
TRANSPORTATION PROJECT

BETWEEN

**MACON COUNTY**

and

**GRAHAM COUNTY, NC and  
MOUNTAIN PROJECTS, INC., a NC NON-PROFIT**

\*\*\*\*\*

This **INTERLOCAL AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between **MACON COUNTY**, a North Carolina body politic (the "Procuring Agent" and "Lead Agency") and the **GRAHAM COUNTY**, a North Carolina entity with the status of **COUNTY** ("Principal"); and the **MOUNTAIN PROJECTS, INC.**, (Haywood County) a North Carolina entity with the status of **PRIVATE NON-PROFIT** ("Principal").

**Section 1. Purpose of Agreement.** The purpose of this Agreement ("Agreement") is to allow the **PRINCIPALS** to participate in the existing Procurement, Implementation and Operation of SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation Project.

**Section 2. Delegation of Authority.** In the original Request for Proposal (RFP), issued by the **PROCURING AGENT** on November 27, 2013, for the delivery and installation of demand response routing and scheduling software, including regional coordination, tablets, web access and interactive voice response telephone system (referred to hereafter as "Goods and Services") for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project, the **PRINCIPALS** were listed as potential transit systems that would be provided pricing information if they joined within the contract period (see page 7 of the RFP). At the time of the initial RFP, the Agreement did not and still does not obligate the Procuring Agent or the Principals to purchase any of the Goods or Services.

**Section 3. Effective Date of Interlocal Agreement.** This Agreement shall become effective on 2 date.

**Section 4. Procurement Procedures.** The Procurement procedures that were followed for the are set forth in the North Carolina General Statutes 143-129 and in the Federal Transportation Authority (FTA) Circular 4220.1F. The **SONCVET: SOUTHWESTERN NC ONE-CALL ONE-**

**CLICK CENTER FOR VETERANS TRANSPORTATION** Request for Proposals was issued on November 27, 2014 by MACON COUNTY, LEAD AGENCY.

**Section 5. Award of Contract.** The proposals received for the RFP were reviewed by the Transit Director for Macon County Transit and the Transit Director presented a recommendation to the Macon County Commissioners for the award of the procurement contract for the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project. All parties hereto shall comply with the provisions of N.C. Gen. Stat. § 143-128.8 (d) which provides that such proposals shall not be subject to public inspection until a contract is awarded. The Macon County Board of Commissioners may consider, but is not bound by the recommendation. Macon County, within its sole discretion, will award any procurement contract. Once the procurement contract was been executed by the Procuring Agent for the benefit of the Procuring Agent and the Principals and the vendor, a copy of procurement contract was forwarded to the Principals.

The original contract was completed and the PROCURING AGENCY entered into a contract with HBSS on March 13, 2014.

It is understood that the above named PRINCIPALS will now be added to the above named contract.

**Section 6. Record Retention.** The Procuring Agent and the Principals agree to retain all documentation relating to the procurement for a period of not less than five years after the date of the last delivery pursuant to the procurement, except in the event of litigation or settlement of claims arising from the performance of the procurement contract(s), in which case the Procuring Agent and Principal agree to maintain same until all such litigation, appeals, claims or exception related thereto have been resolved.

**Section 7. Miscellaneous.**

(a) Duration. This Agreement shall be 60-months from the award of the procurement contract, unless terminated earlier by mutual agreement. The governing body of each party hereto has determined that this duration is reasonable. On such termination, obligations of either side that are still executory are hereby discharged, but any rights based on prior breach or performance survive.

(b) Appointment of Personnel. The County Manager shall designate persons to carry out the Procuring Agent's obligation under the Agreement. The Authorized Official's Title  
(Principal's Official)

shall designate the persons to carry out the Principal's obligation under the Agreement.

(c) Amendment and Termination. This Agreement may be amended by agreement of the parties or terminated at will by the Principal or Procuring Agent.

(d) Benefit of Agreement. This Agreement is for the benefit of only the parties hereto and not any other person, firm, or corporation.

(e) Nature of Agreement and Transaction. Macon County had the responsibility under this Agreement to conduct a procurement as described in this Agreement and to enter into the procurement contract for the benefit of the Procuring Agent and the Principals, also as described in this Agreement. In performing under this Agreement, the Procuring Agent is acting as the agent on behalf of the Principals and on its own behalf and the Procuring Agent may also purchase Goods and Services for itself from the same procurement contract. The Procuring Agent does not warrant, or give any opinion, that this procedure, by which the procuring Agent solicits proposals and enters into procurement contract on behalf of the Principals, will be successful or effective. The Principals shall not hold the Procuring Agent liable for any deficiencies in, or failure of, this procedure. The Principals shall indemnify the Procuring Agent for, and hold the Procuring Agent harmless from, any claim by any person, firm, or corporation regarding this procedure or regarding the sale or purchase of the Goods and Services. The PROCURING AGENT SHALL NOT BE LIABLE TO THE PRINCIPALS ON ANY EXPRESS OR IMPLIED WARRANTIES (INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) with respect to any of the Goods and Services. The parties hereto agree to procure, implement and operate the SoNCVet: Southwestern NC One-Call One-Click Center for Veterans Transportation project in Macon County, North Carolina, Graham County, North Carolina, and Mountain Projects, Inc. (Haywood County) North Carolina, as provided for hereinabove.

**Section 8. Governing Law and Forum**. This Agreement shall be construed and interpreted in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement that are between the parties to this Agreement shall be the North Carolina Court of Justice, in Macon County. The preceding sentence does not govern actions between the Principal and any person, firm, or corporation other than the Procuring Agent.

**Section 9. Macon County Policy**. Macon County is committed to ensuring that no person is excluded from participating in or denied the benefits of any of the county's services on the basis of race, color, national origin, sex, age, disability or socioeconomic status as protected by Title VI of the Civil Rights Act of 1964 and the Executive Order on Environmental Justice. Anyone



believing to have been subjected to discrimination under Title VI by the county, its employees or agents, are entitled to file a complaint.

This Agreement has been executed by the Principal and the Procuring Agent by and through duly authorized representatives.

MACON COUNTY

BY: \_\_\_\_\_

MACON COUNTY MANAGER

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
Clerk

GRAHAM COUNTY

(PRINCIPAL)

By: Authorized Official's Name

\_\_\_\_\_  
(Authorized Official's title)

ATTEST:

Attested by another Transit System person  
\_\_\_\_\_  
(Title of Person Attesting)

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** December 13, 2016

**DEPARTMENT/AGENCY:** Governing Board

**SUBJECT MATTER:** Discussion of liaison committees and appointments

**COMMENTS/RECOMMENDATION:**

Chairman Tate would like to review and discuss the appointment of the board's members to the standing committees and liaison posts for the 2017-2018 term.

Attachments \_\_\_\_\_ Yes  No

**Agenda Item 11D**

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** December 13, 2016

**DEPARTMENT/AGENCY:** Governing Board

**SUBJECT MATTER:** Board of Education liaison report

**COMMENTS/RECOMMENDATION:**

The County Manager will provide an update from the recent meeting of the joint Facilities Review Committee.

Attachments \_\_\_\_\_ Yes  X  No

**Agenda Item 11E**

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** December 13, 2016

**DEPARTMENT/AGENCY:** Governing Board

**SUBJECT MATTER:** Agenda formation

**COMMENTS/RECOMMENDATION:**

Commissioner Higdon has requested time to discuss the formation of the board's monthly meeting agenda.

Attachments \_\_\_\_\_ Yes  No

**Agenda Item 11F**

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** December 13, 2016

**DEPARTMENT/AGENCY:** Governing Board

**SUBJECT MATTER:** Consent Agenda

### DEPARTMENT HEAD COMMENTS/RECOMMENDATION:

- A. **Minutes** – Consideration of the minutes from the November 15, 2016 continued session and the December 5, 2016 continued session. The minutes will be forwarded via a separate e-mail prior to the meeting.
- B. **Finance** – Consideration of Budget Amendments #80 through #85, per Attachment 12B.
- C. **Tax releases** – There are no tax releases for the board's consideration for the month of November 2016.
- D. **Ad valorem tax collection report** – No action is necessary.

### COUNTY MANAGER'S COMMENTS/RECOMMENDATION:

Attachments   X   Yes        No

Agenda Item 12(B) and (D)

MACON COUNTY BUDGET AMENDMENT


November 21, 2016

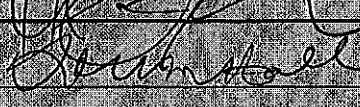
AMENDMENT # 80

FROM FINANCE

DEPARTMENT: SOCIAL SERVICES  
EXPLANATION: Foster Care Donation

	DESCRIPTION	INCREASE	DECREASE
11-3561-4389-25	FOSTER CARE -GENERAL	\$300	
11-5314-5675-19	FOSTER CARE -GENERAL	\$300	

REQUESTED BY DEPARTMENT HEAD 

RECOMMENDED BY FINANCE OFFICER 

APPROVED BY COUNTY MANAGER \_\_\_\_\_

ACTION BY BOARD OF COMMISSIONERS \_\_\_\_\_

APPROVED AND ENTERED ON MINUTES DATED \_\_\_\_\_

CLERK \_\_\_\_\_

MACON COUNTY BUDGET AMENDMENT  
AMENDMENT # 81

FROM: M. CHRIS STAHL

DEPARTMENT: SOLID WASTE

EXPLANATION: FY 16-17, MOVE MONEY TO COVER WHITE GOODS GRANT. SEE  
ATTACHED.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
603472 433000	White Goods Management Grant	4313.00	
604725 559700	Non-Capital Equipment	4313.00	

REQUESTED BY DEPARTMENT HEAD *[Signature]*

RECOMMENDED BY FINANCE OFFICER *[Signature]*

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS

APPROVED AND ENTERED ON MINUTES DATED

CLERK



MACON COUNTY BUDGET AMENDMENT

AMENDMENT #

82

DEPARTMENT

Economic Development

EXPLANATION

Appropriate revenue and expenditure for building reuse grant for Project Tech.

ACCOUNT		DESCRIPTION	INCREASE	DECREASE
114925	556053	DEPT OF COMM BLDG REUSE GRANT	187,500	
113850	445711	DEPT OF COMM BLDG REUSE GRANT	187,500	

REQUESTED BY DEPARTMENT HEAD

*Tommy Jenkins*

RECOMMENDED BY FINANCE OFFICER

*Edith Ball*

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS

APPROVED & ENTERED ON MINUTES DATED

CLERK

MACON COUNTY BUDGET AMENDMENT 83

AMENDMENT #

DEPARTMENT Economic Development

EXPLANATION: Appropriate fund balance for carryforward of building reuse grant match for Project Tech.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
114925 550310	ECONOMIC DEVELOP INCENTIVES	9,375	
113840 417900	FUND BALANCE	9,375	

REQUESTED BY DEPARTMENT HEAD Tommy Jenkins

RECOMMENDED BY FINANCE OFFICER Berim Stahl

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS

APPROVED & ENTERED ON MINUTES DATED

CLERK

MACON COUNTY BUDGET AMENDMENT

AMENDMENT #

84

DEPARTMENT

Economic Development

EXPLANATION

Appropriate fund balance for carryforward of OneNC grant match for Project Tech.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
114925 550310	ECONOMIC DEVELOP INCENTIVES	30,000	
113840 417900	FUND BALANCE	30,000	

REQUESTED BY DEPARTMENT HEAD Tommy Jenkins

RECOMMENDED BY FINANCE OFFICER Daren Hall

APPROVED BY COUNTY MANAGER \_\_\_\_\_

ACTION BY BOARD OF COMMISSIONERS \_\_\_\_\_

APPROVED & ENTERED ON MINUTES DATED \_\_\_\_\_

CLERK \_\_\_\_\_

MACON COUNTY BUDGET AMENDMENT

December 2, 2016

AMENDMENT # 85

FROM: FINANCE

DEPARTMENT: SOCIAL SERVICES  
EXPLANATION: Insurance adjustment

	DESCRIPTION	INCREASE	DECREASE
11-3839-4850-00	INSURANCE SETTLEMENTS	\$3,960	
11-5360-5500-01	SW SALARY	\$3,960	

REQUESTED BY DEPARTMENT HEAD 

RECOMMENDED BY FINANCE OFFICER 

APPROVED BY COUNTY MANAGER \_\_\_\_\_

ACTION BY BOARD OF COMMISSIONERS \_\_\_\_\_

APPROVED AND ENTERED ON MINUTES DATED \_\_\_\_\_

CLERK \_\_\_\_\_

MACON COUNTY MONTHLY  
AD VALOREM TAX COLLECTIONS REPORT

Nov-16

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	14070327.3	2888.2	-752.14	-5.81	14072457.54	-3760113.28	15853.36	6.11	-3744253.81	10328203.73
Fire Districts	1718199.54	373	-36.47	-0.8	1718535.27	-482036.35	0	0	-482036.35	1236498.92
Landfill User Fee	1424668.86	0	-380	0	1424288.86	-434299.12	0	0	-434299.12	989989.74
Totals	17213195.7	3261.2	-1168.61	-6.61	17215281.67	-467648.75	15853.36	6.11	-4660589.28	12554692.39

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	26751374	-20056.78	-1297.61	26730019.4	-16620616.93	30991.49	187809.77	-16401815.67	10328203.73	61.36
Fire Districts	0	3043257.1	-1857.77	-190.97	3041208.35	-1806783.05	0	2073.62	-1804709.43	1236498.92	59.34
Landfill User Fee	0	2947235	-2565	-5.43	2544664.57	-1556001.6	0	1326.77	-1554674.83	989989.74	61.1
Totals	0	32341866	-24479.55	-1494.01	32315892.32	-19989401.58	30991.49	191210.16	-19761199.93	12554692.39	61.15

61.36% collected in 2016 general taxes, late listing penalty, discoveries and deferred taxes  
as of 11/30/2016 as compared to 57.26% collected as of 11/30/16

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** December 13, 2016

**DEPARTMENT/AGENCY:** Governing Board

**SUBJECT MATTER:** Appointments

**COMMENTS/RECOMMENDATION:**

**(A)Planning Board (one seat):** The term of John Shearl is up and Mr. Shearl is eligible for reappointment and has applied to be reappointed. The county has also received applications from Aaron Garrett, David B. Culpepper and Tommy Potts. Copies of all four are attached.

Attachments   4   Yes      No

Agenda Item 13(A)

Print Form

# 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: Planning Board

Name John Shearl

Address Po. Box 82 City Highlands NC Zip 28741

Telephone: Home 342-6289 Work 526-2251

Occupation Landscaper

Business Address Po. Box 82 Highlands

Email Address Jjlawnc1663@frontier.com

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

Educational Background  
Franklin High School Graduate

Business and Civic Experiences/Skills:  
Licensed Landscape contractor self employed 29 years

Areas of Expertise and Interest/Skills:  
owner of 2 small businesses in Macon County

List any Authorities, Boards, Commissions or Committees presently serving on:  
currently serving on Macon County Planning Board

SIGNATURE John Shearl

DATE: 10/11/16

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

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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: Planning Board

Name Aaron Garrett

Address 390 Hurst Circle City Franklin NC Zip 28734

Telephone: Home (828) 421-4919 Work (828) 421-4919

Occupation Land Surveyor

Business Address 139 lotla St

Email Address aaron@garrettlandsurveying.com

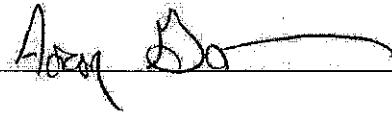
Briefly explain any anticipated conflict of interest you may have if appointed:  
N/A

Educational Background  
1) Franklin High School, Graduation: 05/2006 2) Southwestern Community College, Land Surveying Technology, Graduation: 05/2009 3) Southwestern Community College, Civil Engineering Technology, Graduation: 12/2009

Business and Civic Experiences/Skills:  
Small Business Owner: Leadership & Communication Active Member of Rotary Club International  
Active Member of Holly Springs Baptist Church

Areas of Expertise and Interest/Skills:  
Land Development & Planning  
Real Estate  
Zoning/Permitting

List any Authorities, Boards, Commissions or Committees presently serving on:  
Vice President of North Carolina Society of Surveyors (Nantahala Chapter)  
Chairman of Rotary Club of Franklin Daybreak's Riverfest Committee.

SIGNATURE: 

DATE: 10-07-16



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

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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:

Planning Board / EDC

Name: David B. Culpepper

Address: 24 Brookwood Cove

City: Franklin

NC Zip: 28734

Telephone: Home 561 714-0440

Work 828 524-0495

Occupation: Self-employed, Salvage-reclaimed materials

Business Address: 8214 Georgia Road Otto, NC 28763

Email Address: davidculpepper@hotmail.com

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

None. I look forward to the opportunity.

Educational Background

1996 FHS  
2001 WCU BS Communication/ Public Relations

Business and Civic Experiences/Skills:

Self-employed for 15 years. Conceived, designed, contracted and built the Otto Depot. Disciplined investor. Consummate planner and analyzer. Leader by example and precept.

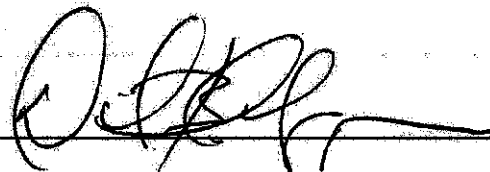
Areas of Expertise and Interest/Skills:

Domestic and international business, planning, design, conservation, marketing and economics. Excellent interpersonal skills and ability to objectively analyze situations and scenarios. Exceptional aptitude for negotiation and problem solving.

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

Advisory Board - Nantahala Bank and Trust

SIGNATURE:



DATE: 06/09/2016

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

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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:

Planning Board

Name

Tommy Potts (Paul Thomas Potts)

Address

197 Palmer Dr.

City

Franklin

NC Zip

28734

Telephone: Home

828-524-8883

Work

828-369-1284

Occupation

Manager at Franklin Machine Co.

Business Address

231 Depot St.

Email Address

tommypotts@zickgraf.com

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

Educational Background

High School Grad + 2 yrs Voc. College

Business and Civic Experiences/Skills:

30 yrs. Gen. Manager at Franklin Machine, Owner NEN Express Mart  
6 yrs Macon County Soccer Club Board member

Areas of Expertise and Interest/Skills:

Business Management, CDL holder, Private Pilot

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

—

SIGNATURE:

Paul T. Potts

DATE:

12/9/16