

MACON COUNTY BOARD OF COMMISSIONERS
FEBRUARY 12, 2013
AGENDA

1. Call to order and welcome by Chairman Corbin
2. Announcements
3. Moment of Silence
4. Pledge of Allegiance
5. Public Hearing(s) – **6:00 p.m. – (A)** Proposed names for new roads and assigning of range of road numbers – Angie Kinsland – 911 Addressing Coordinator
NOTE: The board will consider an amendment to the Macon County Road Naming and Numbering System Ordinance immediately following the public hearing.
(B) Installment financing contract and deed of trust for Highlands School renovations (QZAB)
6. Public Comment Period
7. Adjustments to and approval of the agenda
8. Reports/Presentations
 - (A) Request to fill in floodplain – Jerry Cook
 - (B) Veterans Memorial – Neal Riendeau
9. Old Business
10. New Business
 - (A) Defibrillator replacement and EMS staffing recommendations – Emergency Services Director David Key
 - (B) Amended schools capital outlay request – Finance Director
 - (C) Asbestos removal at Highlands School – County Manager
 - (D) Interlocal agreement with the Macon County Board of Education regarding Highlands School
 - (E) Iotla Valley Elementary playground equipment

- (F) Change Order No. 14 on the Little Tennessee River/Cartoogechaye Creek Trunk Sewer Project – County Manager
- (G) Change Order No. 2 on Swiss Colony Area Water System Improvements – County Manager
- (H) Interlocal Agreement with the Town of Franklin regarding Virtual Private Network (VPN) – County Manager

11. Consent Agenda – Attachment #11

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 January 8, January 14 and January 19 meetings
- (B) Budget Amendment #105
- (C) Tax Releases
- (D) Monthly ad valorem tax collection report
- (E) Delinquent tax report

12. Appointments

- (A) ETJ representative to the Town of Franklin Planning Board
- (B) Library Board (3 seats)
- (C) Nursing and Adult Care Home Community Advisory Committee

13. Closed session (if necessary)

14. Recess until Monday, February 18, 2013 at 6 p.m. in the commission boardroom on the third floor of the Macon County Courthouse, 5 West Main Street, Franklin, NC

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 12, 2013

DEPARTMENT/AGENCY: 911 Addressing/Governing Board

SUBJECT MATTER: Public hearing on proposed names for new roads and assigning of range of road numbers

DEPARTMENT HEAD COMMENTS/RECOMMENDATION:

Please see the attached Notice of Public Hearing for more details. Angie Kinsland, 911 Addressing Coordinator, will be at the meeting. Also attached is the amendment to the ordinance as well as a list of the road names. The agenda calls for the board to consider adopting the amendment concerning road names immediately following the close of the public hearing.

COUNTY MANAGER'S COMMENTS/RECOMMENDATION:

The County Attorney has been involved with this particular issue and may have comments to share with the Board of Commissioners.

Attachments X Yes No

Agenda Item 5(A)

PUBLIC NOTICE

NOTICE OF PUBLIC HEARING

Please take notice that the Macon County Board of County Commissioners will conduct a public hearing on Tuesday, February 12, 2013, at 6:00 o'clock, p.m., in the Commissioners Board Room located on the third floor of the Macon County Courthouse, located at 5 West Main Street, Franklin, NC 28734, pursuant to the provisions of N.C. Gen. Stat. § 153A-239.1, to discuss proposed names for new roads in Macon County, North Carolina, and assign a range of road numbers in connection with the same. The public is invited to attend this public hearing and the Macon County Board of County Commissioners will receive public comment upon the foregoing. Thereafter, it is anticipated that the Macon County Board of County Commissioners will adopt an amendment to its ordinance concerning road names in order to name such new roads and assign a range of road numbers in connection with the same.

Any person with questions concerning this public hearing may contact the Macon County Addressing Office Monday - Friday between 8:00 A.M. and 5:00 P.M., at (828) 349-2063.

Attached is a list of said new roads and the proposed names for each of the same and a proposed range of road numbers in connection with the same.

This the 21st day of January, 2013.

Macon County Board of
County Commissioners

FEBRUARY 12, 2013, AMENDMENT TO MACON COUNTY ROAD NAMING AND
NUMBERING SYSTEM ORDINANCE HERETOFORE CODIFIED AS
CHAPTER 14 OF THE MACON COUNTY CODE

WHEREAS, pursuant to Resolution of the Macon County Board of County Commissioners, duly adopted in Regular Session on the 6th day of August, 2001, and after public hearing thereon, Chapters 13 and 14 of the Macon County Code were amended by restating the same and codifying them as Chapter 14 of the Macon County Code, the same being known as the Macon County Road Naming and Numbering System Ordinance; and

WHEREAS, such Ordinance as originally adopted has been previously amended by Amendments; and

WHEREAS, there are additional new roads located within the County of Macon, the names of which were not included in said Ordinance; and

WHEREAS, a public hearing concerning the naming of the new roads all within the County of Macon and not within any city, and to assign a range of road numbers in connection with the same was duly noticed and was duly held on the 12th day of February, 2013, at 6:00 o'clock, p.m., in accordance with the notice of public hearing which was posted and published as by law provided; and

WHEREAS, the County of Macon, pursuant to N.C. Gen. Stat. § 153A-239.1 may name, rename or assign street numbers on any road within the County, and not within a City; and

WHEREAS, the Macon County Board of Commissioners has determined that it will be in the best interests of its citizens and will improve their health and welfare, to amend the Ordinance heretofore adopted, as previously amended, by adding thereto the names of additional roads within the County of Macon and assigning a range of road numbers in connection with the same .

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the County of Macon, State of North Carolina:

The Ordinance known as the Macon County Road Naming and Numbering System Ordinance, heretofore adopted and codified as Chapter 14 of the Macon County Code is hereby further amended by adding those new road names and by assigning a range of road numbers in connection with the same as appear on Exhibit A attached hereto and incorporated herein by reference.

Except as so amended, the remainder of Chapter 14 of the Macon County Code shall be and remain in full force and effect.

Upon Motion by Commissioner _____, and seconded by Commissioner _____, the foregoing Amendment to said Ordinance was approved at the February 12, 2013, Regular Meeting of the Macon County Board of County Commissioners by unanimous vote and is therefore enacted.

This the 12th day of February, 2013.

Kevin Corbin, Chairman, Macon County
Board of Commissioners

ATTEST:

Jack Horton, Macon County Manager,
Clerk to the Macon County Board of
Commissioners

(COUNTY SEAL)

"EXHIBIT A"

ROAD NAME	RANGE	INTERSECTION PT	TOWNSHIP
Big River Dr	1-603	Bryson City Rd @ 13430	Cowee
Bowling Ln	1-181	John Justice Rd @ 20	Franklin
Cedar Field Rd	1-287	Hall Farm Rd @ 679	Cowee
Commons Dr	1-485	Dowdle Mountain Rd @ 190	Franklin
Deer Creek Dr	1-219	Big River Dr @ 464	Cowee
Dragonfly Cv	1-603	Lower Burningtown Rd @ 9180	Burningtown
E Orchard View Ln	1-295	Orchard View Dr @ 350	Franklin
Eugene Ln	1-111	Oliver Ln @ 15	Franklin
Iron Mountain Dr	1-161	Rustic Falls Dr @ 106	Cowee
Meadow Wood Ct	1-85	Baird Cove Rd @ 540	Franklin
Moss Ln	1-263	Georgia Rd @ 3183	Franklin
Pintail Rdg	1-101	Rockhaven Dr @ 350	Cowee
Pleasant Valley Ln	1-53	St Johns Church Rd @ 70	Cartoogechaye
Robins Nest Rd	1-335	Tellico Rd @ 2655	Burningtown
Rocky River Dr	1-173	Big River Dr @ 20	Cowee
Rustic Falls Dr	1-161	Rocky River Dr @ 20	Cowee
Sandefur Ln	1-90	Georgia Rd @ 7302 & 7338	Smithbridge
Staghorn Pt	1-25	Deer Ridge Rd @	Smithbridge
Summer Pl	1-233	Brendle Rd @ 342	Millshoal
Tippecanoe Trl	1-297	Deer Run @ 45	Millshoal
Whites Creek Rd	1-183	Howard Branch Rd @ 448	Smithbridge
Whitney Ln	1-77	Highlands Rd @ 2494	Elijay

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 12, 2013

DEPARTMENT/AGENCY: County Attorney/Governing Board

SUBJECT MATTER: Public hearing on installment financing contract and deed of trust for Highlands School renovations (QZAB)

DEPARTMENT HEAD COMMENTS/RECOMMENDATION:

Please see the attached Notice of Public Hearing for more information. The County Attorney can provide additional details at the meeting.

COUNTY MANAGER'S COMMENTS/RECOMMENDATION:

Due to an error in the deed reference for the Highlands School property, the County Attorney – who is required to certify that the financial information meets all aspects of state law – recommended another public hearing be scheduled and held in order to clear up any misunderstandings concerning the critical facts in this project. Nothing except the deed reference has changed since the first public hearing on January 8th.

Attachments X Yes No

Agenda Item 5B

NOTICE OF PUBLIC HEARING

At its December 11, 2012 meeting, the Board of Commissioners of the County of Macon, North Carolina (the “County”) adopted a resolution which authorized the County:

1. to enter into negotiations with respect to an installment financing contract (the “Contract”) in an aggregate principal amount not to exceed \$1,500,000 in order to (a) pay the capital costs of certain improvements to Highlands School (the “Project”) and (b) pay certain costs related to the execution and delivery of the Contract, under which the County will make certain installment payments; and

2. to enter into a deed of trust and security agreement (the “Deed of Trust”) under which the County will grant a lien on its fee simple interest in all or a portion of the site on which Highlands School is located, including the improvements thereon, as may be required by the entity or entities, or their respective assigns, providing the funds to the County under the Contract (the “Premises”).

Highlands School is located at 545 Pierson Drive, Highlands, North Carolina 28741.

The Premises will be mortgaged under the Deed of Trust. On payment by the County of all installment payments due under the Contract, the Deed of Trust and any lien created thereunder will terminate and the County’s title to the Premises will be unencumbered.

NOTICE IS HEREBY GIVEN, pursuant to Sections 160A-20 of the General Statutes of North Carolina, that on February 12, 2013 at 6:00 p.m. in the Commission Boardroom, Macon County Courthouse, 5 West Main Street, Franklin, North Carolina, a public hearing will be conducted concerning the approval of the execution, delivery and performance of the Contract and the Deed of Trust and the financing of the Project. All interested parties are invited to present comments at the public hearing regarding the execution, delivery and performance of the Contract and the Deed of Trust and the financing of the Project.

/s/ JACK HORTON
County Manager and
ex officio Clerk to the Board of Commissioners
County of Macon, North Carolina

Published: January 30, 2013

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 12, 2013

DEPARTMENT/AGENCY/PERSON: Jerry Cook

SUBJECT MATTER: Filling in floodplain

DEPARTMENT HEAD COMMENTS/RECOMMENDATION:

Mr. Jerry Cook, representing Wells Grove Baptist Church, has requested time on the agenda to discuss placing fill dirt on church property that is located within the floodplain of the Cullasaja River.

COUNTY MANAGER'S COMMENTS/RECOMMENDATION:

The county ordinance restricts filling in both the floodway and the floodplain. This has been a topic for discussion over the past several years and probably should be revisited, especially since our ordinance is much more restrictive than most other counties in the National Flood Insurance Program.

Attachments _____ Yes X No

Agenda Item 8(A)

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 12, 2013

DEPARTMENT/AGENCY/PERSON: Neal Riendeau

SUBJECT MATTER: Veterans Memorial

DEPARTMENT HEAD COMMENTS/RECOMMENDATION:

Mr. Riendeau, who chairs the Veterans Memorial Committee, has requested time on the agenda to discuss “memorial bricks.”

COUNTY MANAGER’S COMMENTS/RECOMMENDATION:

Attachments _____ Yes X No

Agenda Item 8(B)

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 12, 2013

DEPARTMENT/AGENCY: Emergency Services

SUBJECT MATTER: Defibrillator replacement and EMS staffing recommendations

DEPARTMENT HEAD COMMENTS/RECOMMENDATION:

Per Emergency Services Director David Key, Tim Nettles with Zoll Medical Corporation will be at the meeting to demonstrate the company's new defibrillator as well as a CPR machine called Auto-Pulse. A quotation for 12 of the new defibrillators and other associated equipment is attached. Also, Mr. Key and the County Manager will be making a staffing recommendation as the county's service prepares for the switch to the 24/72 schedule for EMTs.

COUNTY MANAGER'S COMMENTS/RECOMMENDATION:

I have met with Mr. Key, our Emergency Services Director, and with Ms. Lori Hall, our Finance Director, to discuss the possible alternatives to ways of purchasing these much-needed machines. We will provide additional information and details at the meeting.

Attachments X Yes No

Agenda Item 10(A)

**ZOLL Medical Corporation**

Worldwide Headquarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

TO: Macon County EMS

Franklin, NC

Attn: **David Key**
Director of Emergency Services

email: dkey@maconnc.org

Tel: 828-349-2067

Fax: 828-349-2078

QUOTATION 129259 V:3

DATE: January 08, 2013

TERMS: Net 30 Days

FOB: Destination

**

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231411-01	X Series ® Manual Monitor/Defibrillator \$14,995 with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display. Accessories Included: <ul style="list-style-type: none">• Six (6) foot 3- Lead ECG cable• MFC cable• MFC CPR connector• A/C power adapter/ battery charger• A/C power cord• One (1) roll printer paper• 6.6 Ah Li-ion battery• Carry case• Declaration of Conformity• Operator's Manual• Quick Reference Guide• One (1)-year EMS warranty Advanced Options: Real CPR Help Expansion Pack \$ 995 CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) <ul style="list-style-type: none">• See - Thru CPR artifact filtering ZOLL Noninvasive Pacing Technology: \$2,550	12	\$41,015.00	\$31,581.55	\$378,978.60 *

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

Page 1 Subtotal

\$378,978.60

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2. PRICES WILL BE F.O.B. DESTINATION-FREE FREIGHT
3. PRICES QUOTED ARE VALID FOR 60 DAYS.
4. APPLICABLE TAX ADDITIONAL.
5. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTANCE BY ZOLL.
6. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015
OR EMAIL TO ESALES@ZOLL.COM.
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Timothy Nettles
EMS Territory Manager
800-242-9150, x9207

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email: dkey@maconnc.org

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		Masimo Pulse Oximetry				
		SP02& SpCO \$4,540				
		• Signal Extraction Technology (SET)				
		• Rainbow SET (for SpCO & SpMet)				
		NIBP Welch Allyn includes: \$3,495				
		• Smartcuff 10 foot Dual Lumen hose				
		• SureBP Reusable Adult Medium Cuff				
		End Tidal Carbon Dioxide monitoring (ETCO2)				
		Oridion Microstream Technology: \$4,995				
		Order required Microstream tubing sets separately				
		Interpretative 12- Lead ECG: \$8,450				
		• 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				
		Two Temperature monitoring channels with digital displays: \$ 995				
		Order Temperature probes separately				
2	8000- 0341	SpO2/SpCO/SpMet Rainbow Resuable Patient Cable: Connects to Single Use Sensors (4 ft)	12	\$225.00	\$168.75	\$2,025.00 *
3	8000- 000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	12	\$495.00	\$381.15	\$4,573.80 *
4	8000- 000372	SpO2/SpCO/SpMet Rainbow DCI Reusable Sensor/Cable (3 ft) Pedi	12	\$445.00	\$342.65	\$4,111.80 *

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Page 2 Subtotal**\$389,689.20**

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Timothy Nettles
 EMS Territory Manager
 800-242-9150, x9207

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 269 Mill Rd
 Chelmsford, Massachusetts 01824-4105
 (978) 421-9655 Main
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 FEDERAL ID#: 04-2711626

TO: Macon County EMS

Franklin, NC

Attn: **David Key**
Director of Emergency Services

email: dkey@maconnc.org

Tel: 828-349-2067

Fax: 828-349-2078

QUOTATION 129259 V:3

DATE: January 08, 2013

TERMS: Net 30 Days

FOB: Destination **

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
5	8000-0580-01	Six hour rechargeable Smart battery	20	\$495.00	\$381.15	\$7,623.00	*
6	8300-0250-01	SurePower Charger Adapter	12	\$97.00	\$74.69	\$896.28	*
7	8050-0030-01	SurePower™ Charging Station ▪ 4 Charging bays ▪ Multiple chemistry compatible ▪ 200 watt capacity ▪ Graphic driven user interface ▪ RS-232 communication port * Standard one (1) year warranty	3	\$2,275.00	\$1,706.25	\$5,118.75	*
8	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	12	\$157.50	\$121.28	\$1,455.36	*
9	8000-0670	YSI reusable adult Skin Temperature probe	12	\$75.00	\$56.25	\$675.00	*
10	8000-0672	YSI single use adult Esophageal Rectal probe	25	\$7.50	\$5.63	\$140.75	*
11	8000-0674	Disposable Temperature Sensor Adapter Cable	12	\$55.00	\$41.25	\$495.00	*
12	8300-0520-01	Filterline Set Adult/Pediatric, Case of 25	3	\$275.00	\$211.75	\$635.25	*

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Page 3 Subtotal**\$406,728.59**

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 EMS Territory Manager
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QUOTATION 129259 V:3

DATE: January 08, 2013

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FREIGHT: Free Freight

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13	8300- 0524- 01	Smart CapnoLine Plus O2 Adult (O2 tubing) Case of 25	3	\$355.00	\$273.35	\$820.05 *
14	8900- 0400	CPR stat•padz HVP Multi-Function CPR Electrodes - 8 pair/case	3	\$560.00	\$420.00	\$1,260.00 *
15	8700- 0730- 01	AutoPulse® System with Pass Thru - Generates consistent and uninterrupted chest compressions, offering improved blood flow during cardiac arrest. Includes Backboard, User Guide, Quick Reference Guide, Shoulder Restraints, Backboard Cable Ties, Head Immobilizer, Grip Strips, In-service Training DVD, and one year warranty.	3	\$10,995.00	\$10,995.00	\$32,985.00
16	8700- 0752- 01	AutoPulse® Li-Ion Battery - for use with the AutoPulse Platform.	9	\$825.00	\$825.00	\$7,425.00
17	8700- 0753- 01	AutoPulse SurePower Charger, U.S. Charges and automatically conditions two (2) NiMH or Li-Ion batteries and automatically verifies battery charge level. Includes User Guide and U.S Power Cord. Standard one (1) year warranty.	3	\$1,795.00	\$1,795.00	\$5,385.00
18	8700- 0705- 01	AutoPulse® Soft Carry Case - Soft-sided carrying case holds AutoPulse Platform, spare battery, spare LifeBand and Shoulder Restraints.	3	\$395.00	\$395.00	\$1,185.00

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Page 4 Subtotal**\$455,788.64**

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Director of Emergency Services

email: dkey@maconnc.org

Tel: 828-349-2067

Fax: 828-349-2078

QUOTATION 129259 V:3

DATE: January 08, 2013

TERMS: Net 30 Days

FOB: Destination

**

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
19	8700- 0706- 01	LifeBand® 3 pack - Single-use chest compression band. (3 per package)	3	\$375.00	\$375.00	\$1,125.00
20	DI SC	ZOLL Resuscitation Discount (valid if all items quoted are purchased in a single PO) valid until February 28, 2013	1	\$0.00	(\$48,105.00)	(\$48,105.00) *
*Reflects Discounted & State of NC/SC Contract # 465B pricing.						
TOTAL						\$408,808.64

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 800-242-9150, x9207

ZOLL QUOTATION GENERAL TERMS & CONDITIONS

1. ACCEPTANCE. This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract") the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

2. DELIVERY AND RISK OF LOSS. Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

3. TERMS OF PAYMENT. Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

4. CREDIT APPROVAL. All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

5. TAXES & FEES. The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

6. WARRANTY. (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. SOFTWARE LICENSE. (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth, (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein, (c) All rights in the Software remain the product of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation, (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

8. DELAYS IN DELIVERY. ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

9. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATIONS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

10. PATENT INDEMNITY. ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

11. CLAIMS FOR SHORTAGE. Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

12. RETURNS AND CANCELLATION. (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

13. APPLICABLE LAW. This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

14. COMPLIANCE WITH LAWS. (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

15. NON-WAIVER OF DEFAULT. In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services without in any way affecting its right under such order. If despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

16. ASSIGNMENT. This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

17. TITLE TO PRODUCTS. Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.

VETERAN'S EMPLOYMENT - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

EMPLOYMENT OF HANDICAPPED - If this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

EQUAL OPPORTUNITY EMPLOYMENT - If this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth as 41 CFR 60-1.40.

19. VALIDITY OF QUOTATION. This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

20. GENERAL. Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.

ZOLL Medical Corporation

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 12, 2013

DEPARTMENT/AGENCY: Macon County Schools

SUBJECT MATTER: Amended capital outlay request

DEPARTMENT HEAD COMMENTS/RECOMMENDATION:

Please see the attached capital outlay worksheet for more information. Per the Finance Director, the school board wants to allocate some of the Category 1 funds to a different project, namely the “FHS baseball field upgrades.” The total dollars for Category 1 remains the same at \$113,838.

COUNTY MANAGER’S COMMENTS/RECOMMENDATION:

The school liaison committee reviewed this at its last meeting and there are no objections to the change.

Attachments X Yes No

Agenda Item 10(B)

Macon County Board of Education hereby respectfully submits the following amended Capital Outlay requests for the 2012-2013 school year:

Buildings/Construction/Renovation:

FHS Dressing Room renovations	\$ 66,403
Nantahala Windows	19,000
Union Academy renovations	7,000
FHS Baseball Field upgrades	<u>21,435</u>
Total for Category 1	113,838

Furniture/Machines/Equipment:

Technology Upgrades (24 months)		1,500,000
MMS Bell/Intercom System	22,824	
FHS Security Cameras	4,500	
Iotla Valley Custodial Equipment	23,338	
Iotla Valley Mower	<u>10,500</u>	
Total for Category	61,162	

Buses and Other Vehicles:

Activity Bus (1)	<u>81,000</u>
Total for Category 3	<u>81,000</u>
Total Capital Outlay	\$ 256,000

Category I: Added FHS Baseball Field Upgrades and reduced FHS Dressing Room renovations by \$21,435. Total Category I remains the same.

Revised 1/30/13

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 12, 2013

DEPARTMENT/AGENCY: Macon County Schools

SUBJECT MATTER: Asbestos removal at Highlands School

DEPARTMENT HEAD COMMENTS/RECOMMENDATION:

Asbestos abatement in the Highlands School will be necessary before the renovation begins.

COUNTY MANAGER'S COMMENTS/RECOMMENDATION:

Asbestos flooring will have to be replaced by a certified contractor. This work needs to be completed before the renovation begins. It is recommended that the county contract for this work directly instead of adding this to the contract for renovation. It will cost less and allow us to complete the full renovation on schedule for school opening in August.

Attachments _____ Yes X No

Agenda Item 10(C)

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 12, 2013

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Interlocal agreement with Macon County Board of Education regarding Highlands School

DEPARTMENT HEAD COMMENTS/RECOMMENDATION:

The Board of Education has approved an interlocal agreement that transfers the Highlands School property to the county for use as collateral for the QZAB loan, and now the commission will need to approve that same document. The County Attorney can provide details at the meeting.

COUNTY MANAGER'S COMMENTS/RECOMMENDATION:

Recommend approval.

Attachments _____ Yes X No

Agenda Item 10(D)

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 12, 2013

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Iotla Valley Elementary playground equipment

DEPARTMENT HEAD COMMENTS/RECOMMENDATION:

It is our understanding that a member of the school board and possibly a representative of the Iotla Valley PTO will be at the meeting to address this matter.

COUNTY MANAGER'S COMMENTS/RECOMMENDATION:

The Iotla Valley Elementary School PTO has raised \$15,000, which was presented to the Board of Education to assist with acquiring playground equipment. The total cost is expected to be around \$48,000. The community and the Board of Education request that the county match the donation with the difference and order the equipment that has been recommended.

Attachments _____ Yes X No

Agenda Item 10(E)

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 12, 2013

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Change Order No. 14 on the Little Tennessee River/Cartoogechaye Creek Trunk Sewer Project

DEPARTMENT HEAD COMMENTS/RECOMMENDATION:

A copy of the change order is attached for your information. Essentially, the change order covers pavement repairs made following the construction of the sewer line at a cost of \$20,813.10, along with an additional five days of contract time.

COUNTY MANAGER'S COMMENTS/RECOMMENDATION:

No additional local funds are required. Recommend approval.

Attachments X Yes No

Agenda Item 10(F)

CHANGE ORDER

Number: Fourteen (14)

PROJECT: Little Tennessee River/ Cartoogechaye
Creek Trunk Sewer**DATE OF ISSUANCE:** December 6, 2012**OWNER:** Macon County
5 West Main Street
Franklin, North Carolina 28734**OWNER'S PROJECT NO.****CONTRACTOR:** Gary's Grading & Pipeline Co. (GGPC)
7434 Hwy. 81
Monroe, GA 30656**ENGINEER:** McGill Associates, P. A.
55 Broad Street
Asheville, N. C. 28801**ENGINEER'S PROJECT NO.** 01713**CONTRACT FOR** Macon County Sewer Project

You are directed to make the following changes in the Contract Documents: Pavement repairs for sewer line construction along the river, at the greenway, and in the road near the school - \$20,813.10 as shown in attached proposal from contractor dated December 3, 2012.

Attachments (List documents supporting change): December 3, 2012 proposal from Gary's Grading.

CHANGE IN CONTRACT PRICE**CHANGE IN CONTRACT TIME**

Original Contract Price

Original Contract Time

\$4,346,909.00

365 Days

Previous Change Order No. 1 to No. 13

Net Change From Previous Change Orders

\$407,089.26

227 Days

Contract Price Prior to This Change Order

Contract Time Prior to This Change Order

\$4,753,998.26

592 Days

Net Increase of This Change Order

Net Increase of This Change Order

\$20,813.10

5 Days

Contract Price With All Approved Change Orders

Contract Time With All Approved Change Orders

\$4,774,811.36

597 days

RECOMMENDED:**APPROVED****APPROVED:****BY:** 
Mike Waresak, PE
McGill Associates, P.A.**BY:** _____
Jack Horton, Manager
Owner (Macon County)**BY:** 
Chris Opolka, VP
Contractor (GGPC)**Date:** 1-4-13**Date:** _____**Date:** 12-6-12

Black Bear Paving, LLC
6456 Sylva Rd
Franklin, NC 28734

Proposal and Contract

Phone: 828-349-3390

Fax: 828-349-3399

Proposal Date: 12/3/2012

Proposal #: 2499

Submitted to:

Gary's Grading and Pipe Inc
Chris@ggpcinc.com
Cindi@ggpcinc.com 7/267-0825
Richard Dowling 678-787-8821

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

Description	Total
Prep for proper drainage, place stone as needed, roll and compact. Place 2.5" of asphalt compacted to 2.25" strip on river behind warehouse 130 x35 feet 4550 sq ft 154 x21 feet 3234 sq feet walking trail on greenway 12x15 feet = 180 sq feet area at school 150 sq feet total 901 sq yards @ 22.00 sq yrd	19,822.00
<p>** Due to high price of materials and fuel, all payments shall be made upon completion of work. All Labor, Materials and Workmanship are guaranteed for the period of one year. Paving material used on this project is for residential purposes only. Pavement is not made for heavy equipment and tractor usage. Warranty does not cover damage from heavy vehicles. 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.</p> <p>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: Guilford & Hartford Insurance</p>	
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 \$19,822.00

SIGNATURE

Cepallu

5% - 991.10

20,813.10

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 12, 2013

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Change Order No. 2 on Swiss Colony Area Water System Improvements

DEPARTMENT HEAD COMMENTS/RECOMMENDATION:

A copy of the change order is attached for your information. Essentially, it reflects an increase of \$14,750 directly related to the purchase and installation of approximately 50 water meters, and adds a net increase of 21 days to the project.

COUNTY MANAGER'S COMMENTS/RECOMMENDATION:

This is all grant money (100%). The original plan was for the town to purchase and install the meters, and be reimbursed. It is probably better for the contractor to make the installations and bill the county directly along with the monthly pay request. Recommend approval.

Attachments X Yes No

Agenda Item 10(G)

CHANGE ORDER

Number: 2

PROJECT: Swiss Colony Area
Water System Improvements**DATE OF ISSUANCE:** 1/9/13**OWNER:** Macon County**OWNER'S PROJECT NO.****CONTRACTOR:** Buchanan and Sons, Inc.**ENGINEER:** McGill Associates, P. A.
55 Broad Street
Asheville, N. C. 28801**ENGINEER'S PROJECT NO.** 07547**CONTRACT FOR:** Water System Improvements Project

You are directed to make the following changes in the Contract Documents.

Description: The Contract Documents specify the Town of Franklin shall provide water meters and dual inline check valves which are needed on the project. However, the Town of Franklin refused to provide the materials as the "Town" was not the recipient of NCDENR-IFS funds. As a result of the Town of Franklin refusing to supply the water meters and dual inline check valves, the Owner requested the Contractor provide the materials. The Contractor agreed to supply the both the water meter and dual inline check valve materials for a cost of \$295.00 per water service installed. Approximately 50 water meters/dual inline check valves will be installed.

Purpose of Change Order: To incorporate into the contract, a quantity and unit price for water meters with dual inline check valves included, which the contractor has agreed to provide for a cost of \$295.00 per each water service installed. The net effect of this change order is a \$14,750.00 increase in contract price.

Attachments (List documents supporting change): E-mail sent from the Contractor to McGill Associates.**CHANGE IN CONTRACT PRICE****CHANGE IN CONTRACT TIME**

Original Contract Price

Original Contract Time

\$682,535.00

180 Days

Previous Change Order No. 0 to No. 1

Net Change from Previous Change Orders

\$0.00

21 Days

Contract Price Prior to This Change Order

Contract Time Prior to This Change Order

\$682,535.00

180 Days

Net Increase of This Change Order

Net Increase of This Change Order

\$14,750.00

21 Days

Contract Price With All Approved Change Orders

Contract Time With All Approved Change Orders

\$697,285.00

201 Days

RECOMMENDED:**APPROVED****APPROVED:**BY: 

BY: _____

BY: McGill Associates, P.A.
Mike Dowd, PE, Project ManagerMacon County
Jack Horton, ManagerBuchanan and Sons, Inc.
Chris Buchanan, Project ManagerDate: 1/9/13

Date: _____

Date: 01/10/2013

RL Haynes

From: tom@bsi-construction.com
Sent: Wednesday, January 02, 2013 5:12 PM
To: rl.haynes@mcgillengineers.com
Cc: chris@bsi-construction.com
Subject: Swiss Colony - Water Meter Pricing

Mr. Haynes;

Our revised price for the water meters is as follows:

Water Meter (w/check valve) \$295.00/Ea.

The price does include radio control equipment and dual check valves as noted. Please let me know if you have any questions.

Thank you,

Tom Edge
Buchanan and Sons Inc
P.O. Box 123
Whittier, NC 28789
(P) 828-497-9720
(F) 828-497-9721
(C) 828-788-3080

----- Original Message -----
Subject: Swiss Colony - Water Meter Pricing
From: tom@bsi-construction.com
Date: Mon, December 31, 2012 12:46 pm
To: rl.haynes@mcgillengineers.com
Cc: chris@bsi-construction.com

Mr. Haynes;

Mr. Buchanan asked me to get this pricing to you for the above referenced project.

Our price for supplying the water meters with check valves (material only) is as follows:

Water Meter (w/check valve) \$355.00/Ea.

Please let me know if you need any additional information.

Thank you,

Tom Edge
Buchanan and Sons Inc
P.O. Box 123
Whittier, NC 28789
(P) 828-497-9720
(F) 828-497-9721

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 12, 2013

DEPARTMENT/AGENCY: Information Technology/Town of Franklin

SUBJECT MATTER: Interlocal agreement with the Town of Franklin regarding Virtual Private Network (VPN)

DEPARTMENT HEAD COMMENTS/RECOMMENDATION:

A copy of the agreement is attached for your information. It was approved by the town's Board of Aldermen at its meeting on Monday, February 4. The County Manager and County Attorney can provide additional details at the meeting.

COUNTY MANAGER'S COMMENTS/RECOMMENDATION:

This will primarily be a service for the town police department. We already provide a VPN connection for both towns for building inspection/zoning approvals. The access is "read only" capable and will not compromise the integrity of our system. Recommend approval with a 90-day termination clause.

Attachments X Yes No

Agenda Item 10(H)

STATE OF NORTH CAROLINA
COUNTY OF MACON

INTERLOCAL AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2013, by and between the COUNTY OF MACON, a body politic and corporate of the State of North Carolina (hereinafter sometimes referred to as the "County") and the TOWN OF FRANKLIN, a body politic and corporate of the state of North Carolina (hereinafter sometimes referred to as the "Town"):

WITNESSETH:

WHEREAS, General Statutes Section 160A-460 et seq. authorizes interlocal cooperation between units of local government in the joint exercise of powers as provided therein; and

WHEREAS, the Town's Police Department require connections that meet Criminal Justice Information Systems (CJIS) Standards, are required by state law and will enable the Police Department to better ensure the health, safety and welfare of residents of the Town and County; and

WHEREAS, the County has offered allow the Town to access certain County computer services in order to ease and speed the Town's process of making the said upgrades;

NOW THEREFORE, the parties hereto agree as follows:

I. The County agrees:

- A. To allow the Town's law enforcement personnel who hold appropriate certifications access to the County's Virtual Private Network (hereinafter referred to as the "VPN"), to connect to the County's CAD Mobile server, and to use such other services as is needed to meet CJIS standards and in accordance with such standards, during such days and at such times as are convenient to the County provided that Town at all times duly purchases and maintains at its sole expense any and all appropriate licenses to access the same.
- B. To authorize its employees, officers and agents to provide such information and technical support as are necessary to allow the Town law enforcement personnel to utilize the County's CAD Mobile service, as described above.
- C. To perform any and all necessary upkeep and maintenance on equipment that is owned by the County. However, nothing in this Agreement shall be interpreted as requiring the County to perform or pay for any upkeep, maintenance, and/or incidental repairs on any equipment that is owned by the Town.

II. The Town agrees:

- A. To pay for any of its licensing costs to the vendor for software used by the Town in accordance with this Agreement. Nothing in this Agreement, however, shall be interpreted as requiring the Town to pay for any upkeep, maintenance, or incidental repairs to the County's equipment and/or systems.
- B. To perform any and all necessary upkeep and maintenance on equipment that is owned by the Town. However, nothing in this Agreement shall be interpreted as requiring the Town to perform or pay for any upkeep, maintenance, and/or incidental repairs on any equipment that is owned by the County.
- C. To purchase, have and maintain any and all licenses and approvals required or necessary in order to lawfully use County's VPN and CAD Mobile service
- D. That it will indemnify and hold harmless the County for any damages suffered by the County for Town's failure to comply with the terms of this Interlocal Agreement.
- E. That its law enforcement personnel shall maintain the confidentiality of confidential information accessed by it, subject to the provisions of the Public Records law of the State of North Carolina and appropriate Court Orders.

III. Both parties agree:

- A. This Agreement shall be limited to the use of such equipment, software and systems as are necessary to carry out its intent.
- B. The County Manager and the Town Manager are authorized to administer this Agreement on behalf of the County and the Town, respectively, as necessary.
- C. The Town, in entering into this Agreement is acting as an independent contractor and is not an agent or joint venturer of the County in connection with this Agreement or in connection with any other agreement between the Town and the County, express or implied.
- D. This Agreement shall be for a term of two (2) years from the date of execution hereof. Unless sooner terminated as provided herein, this Agreement shall be automatically renewed for successive periods of one (1) year.
- E. Notwithstanding the foregoing, this Agreement may be terminated upon thirty (30) days written notice by either party without legal consequence, said written notice to be delivered to the manager of the non-cancelling party. The indemnity

provisions set forth in II. D. above shall survive any termination of this Interlocal Agreement or any renewal of the same.

- F. The County and the Town may, from time to time, execute and deliver such amendments to this Agreement and such further instruments as may be required or desired for carrying out the expressed intention of this Agreement.

- G. County reserves the right to terminate at any time without liability any VPN connection which presents a threat or disruption to the operation of the system or the County network, as determined in its discretion.

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

COUNTY OF MACON

By: _____
Name
Title: _____

ATTEST:

TOWN OF FRANKLIN

By: _____
Name
Title: _____

ATTEST:

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 12, 2013

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Consent Agenda

DEPARTMENT HEAD COMMENTS/RECOMMENDATION:

- A. Minutes** – Consideration of the minutes from the January 8th, January 14th and January 19th meetings per attachment 11A.
- B. Finance** – Consideration of budget amendment #105 per attachment 11B.
- C. Tax releases** – Consideration of tax releases in the amount of \$1,796.77 per attachment 11C. The supporting documentation is on file in the Deputy Clerk's office.
- D. Monthly Tax Collection Report** – For the board's information, the monthly ad valorem tax collection report is attached as 11D. It does not require board action.
- E. Delinquent tax report** – Tax Collector Margaret Perry has prepared a statement, attached as 11E, that shows the amount of unpaid taxes for general county taxes as of February 1, 2013, and points out that she is required to give this information to the board before she can advertise in March.

COUNTY MANAGER'S COMMENTS/RECOMMENDATION:

Attachments X Yes No

Agenda Item 11(A)-11(E)

**MACON COUNTY BOARD OF COMMISSIONERS
JANUARY 8, 2013
MINUTES**

Chairman Corbin convened the meeting at 6:06 p.m. All Board Members, the County Manager, Deputy Clerk, County Attorney, members of the news media and interested citizens were present.

ANNOUNCEMENTS: Chairman Corbin pointed out that the board would be together on two occasions outside of the county this month, with the first being in Asheville on January 9th and 10th for the Essentials of County Government workshop. Following a mid-year review and work session scheduled for January 19th, the board members will also be attending the Legislative Goals Session on January 24th and 25th at the Research Triangle Park. The County Manager expressed his thanks to the board members for their well wishes during his recent hospital stay, and he noted that the Finance Director was sick and would not be at the meeting. He also informed the board that state Sen. Jim Davis would be hosting a meeting of local government leaders from the seven-county Region A area in Franklin on January 15th at 10 a.m. regarding legislative issues.

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

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

PUBLIC HEARINGS: Chairman Corbin called the public hearing on the installment financing contract for improvements to Highlands School to order at 6:12 p.m., and recognized the County Manager, who explained that the county was seeking \$1.5 million in Qualified Zone Academy Bonds (QZAB) funding to renovate Highlands School. He said the net interest rate on the project would be zero, and that the board had scheduled this required public hearing at its December meeting. Final approval from the state Local Government Commission (LGC) will be

necessary. The County Attorney explained that real property, namely Highlands School, will be used as collateral and that an interlocal agreement will convey the property from the board of education to the board of commissioners, who will then lease the facilities back to the school system during the 10-year term of the loan. Chairman Corbin recognized Macon County Schools Superintendent Dr. Jim Duncan as well as board of education members Gary Shields and Stephanie McCall. Dr. Duncan spoke briefly about the project, noting that most of the improvements would take place in the elementary school wing and that he hoped to have them done over a three-month period. He also thanked the Highlands Country Club for its generosity regarding the required 10 percent match for the QZAB funds. Ashley Coppage, a kindergarten teacher at the school, told the board she was thrilled at the possibility of the renovations, especially a fix to the air conditioning issues. Jennifer Forrester, a volunteer in her son's classroom, also voiced her support of the project, noting several areas that needed to be addressed. Commissioner Beale said that six years ago, the commissioners made a commitment to the school system, and that the renovations at Highlands are one of the last parts of a master plan that has touched all of the schools. Commissioner Haven said he has seen the problems at the school first-hand and was totally supportive of the project. With no one else signed up to speak, and upon a motion by Commissioner Beale, seconded by Commissioner Tate, the board voted to close the public hearing at 6:26 p.m.

PUBLIC COMMENT: **Charlie Cowie** addressed the board regarding the need for more manufacturing – in terms of both goods and jobs – in the nation.

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

- To modify Item 9A under Old Business to add a recommendation regarding bids for the renovations for the adult dental clinic, per the County Manager.
- To hold a closed session for the purpose of preserving the attorney-client privilege and to discuss property acquisition under Item 13, per the County Manager.
- To add an item regarding the planning board as Item 8C under Reports/Presentations, per Commissioner Tate.
- To add an item regarding the lease of space in the Business Development Center as Item 10C, per Economic Development Director Tommy Jenkins.

SCHOOL RESOURCE OFFICERS: Prior to his presentation, Sheriff Holland staged a scenario in which commissioners Tate and Haven acted as teachers responding to a situation regarding a gunman in a classroom. Following that, the sheriff told the board that on the Monday after the shootings at the elementary school in Newtown, Connecticut, he examined the past, present and future of school resource officers (SROs). He gave the board a brief timeline of SROs in the county, explaining that four were now in place, including two at Franklin High School, and that in his opinion, the county should have SROs in all of the schools. He said that while this will not happen instantly, it needs to be discussed. Dani Burrows, one of the department's SROs, told the board that their mission is to be proactive and to provide an "everyday comfort level" at the schools. Commissioner Beale said that the topic of additional SROs would be discussed further at the county commission/school board liaison meeting on January 15th. Gary Shields then gave the board an overview of the Crisis Management Plan for Franklin High School that was developed in 1998 when he was the principal there, and suggested it was time to review and update that plan. Dr. Jim Duncan also noted the need for school officials to be prepared, saying that plans that are in place are being updated and that school bus safety needs to be addressed as well. The sheriff told the board he would need to have six additional SROs in order to have one in each school. After further discussion, no action was taken.

Chairman Corbin declared a recess at 7:27 p.m.

Chairman Corbin called the meeting back to order at 7:45 p.m.

UPDATE ON PARKER MEADOWS RECREATION PROJECT: Mike Lavoy with Alliance Consulting Engineers told the board that the Phase I environmental assessment on the project site was complete, and that there were no recognized environmental conditions that would pose a hazard. Mr. Lavoy outlined the items covered during the due diligence process and also pointed out that more than 60 people attended a public input meeting on the project. He said the county was now in a position to move forward with the application for a Parks and Recreation Trust Fund (PARTF) grant, and that with a waiver in hand, the county could purchase the property and be reimbursed at a later date. County Planner Matt Mason informed the board that in regard to how existing land use ordinances might affect the development of the project, he explained that the High Impact Land Use Ordinance would not, but that the Watershed Protection and Flood ordinances would. Mr. Mason presented the board with a letter (Attachment 1) that, in part, stated: "In

summary, the proposed recreation park at Parker Farms will be in full compliance with all of the existing land use ordinances that are in effect for the citizens of Macon County.” A copy of the letter is attached and is hereby made a part of these minutes. It was also noted that the county has an on-site wastewater permit with a design of 1,650 gallons per day. After discussion involving the location and operation of the concession stand at the proposed park, as well as the amount of the property contained in the floodplain, and the issue of cultural resources on the site, the board agreed by consensus to table any action on this matter until a continuation meeting scheduled for January 14th.

PLANNING BOARD UPDATE: Commissioner Tate said that the planning board has finished its review of the subdivision ordinance, and following training from the state Department of Commerce in January and its retreat in February, the planning board would start reviewing the sign ordinance in March. He asked the County Attorney to be involved in that process.

MACON COUNTY PUBLIC HEALTH FY 12-13 BILLING AND COLLECTION POLICIES AND FEE SCHEDULES: Following comments from Macon Public Health Center Director Jim Bruckner, and upon a motion by Commissioner Higdon, seconded by Commissioner Beale, the board voted unanimously to approve the health center’s billing and collection policies and fee schedules for FY 2012-13 as presented (Attachment 2), a copy of which is attached and is hereby made a part of these minutes. Following discussion and upon a motion by Commissioner Higdon, seconded by Commissioner Beale, the board voted unanimously to approve fee schedule adjustments as explained by Mr. Bruckner (Attachment 3). A copy of the fee schedule is attached and is hereby made a part of these minutes.

ADULT DENTAL CLINIC RENOVATION: Tom Ritter of Ritter Architecture presented a letter recommending that the board award the bid for the Macon County Dental Office Renovation Project to Arrowood Construction, LLC of Franklin. He explained that Arrowood was the low bidder of the four submitted at \$89,800, with that amount subsequently adjusted to \$84,415. Mr. Bruckner added his recommendation for Arrowood, and upon a motion by Commissioner Beale, seconded by Commissioner Tate, the board voted unanimously to award the bid to Arrowood Construction, LLC in the amount of \$84,415. A copy of the letter is attached (Attachment 4) and is hereby made a part of these minutes.

QZAB REIMBURSEMENT RESOLUTION: The County Attorney explained that the resolution declares the county's intent "to reimburse itself for capital expenditures incurred in connection with certain improvements to Highlands School from the proceeds of certain Qualified Zone Academy Bonds to be executed and delivered in calendar year 2013." Upon a motion by Commissioner Tate, seconded by Commissioner Haven, the board voted unanimously to approve the resolution as presented (Attachment 5), a copy of which is attached and is hereby made a part of these minutes.

REQUEST FROM THE SKY VALLEY/SCALY MOUNTAIN VOLUNTEER FIRE & RESCUE DEPARTMENT: By letter, the Relief Fund Board of Trustees of the Sky Valley/Scaly Mountain Volunteer Fire & Rescue had requested that the commissioners reimburse the department \$1,126.71 for the 2011 NC State Fireman's Local Relief Fund. The letter stated that the department was disqualified by the state Department of Insurance to receive a check in that amount because the required annual reports that were sent to the county were not forwarded to the state by the deadline. Following discussion as to how to correct the matter, Commissioner Tate asked that the item be tabled until the February regular meeting in order to determine if the state would reconsider its decision.

RESOLUTION APPROVING TERMS OF LOAN MODIFICATION: This item represents the second half of a loan modification with Branch Banking & Trust (BB&T), whereby BB&T is revising the interest rate on an amount not to exceed \$7.5-million from 4.59 percent to 2.61 percent. The board took action on a similar matter at its December 11, 2012 meeting. Upon a motion by Commissioner Beale, seconded by Commissioner Haven, the board voted unanimously to adopt a "Resolution Approving Terms of Modification," a copy of which is attached (Attachment 6) and is hereby made a part of these minutes.

RESOLUTION AND LEASE WITH DRAWBRIDGE SECURE NETWORK SOLUTIONS: Economic Development Director Tommy Jenkins explained that the County Attorney had prepared a resolution declaring property in the Business Development Center to be surplus and had drawn a proposed lease of that space to Drawbridge Secure Network Solutions, LLC for a one-year term at a rate of \$150 per month. The lease, for Unit D at the center, will commence on February 1, 2013 and expire on January 31, 2014. Mr. Jenkins said the business plans to employ up to six workers. Upon a motion by Commissioner Haven, seconded by Commissioner Tate, the board voted unanimously to approve the resolution (Attachment 7) and lease (Attachment 8) as presented, copies of which are attached and are hereby made a part of these minutes.

CONSENT AGENDA: Upon a motion by Commissioner Beale, seconded by Commissioner Tate, the following items on the consent agenda were unanimously approved: **Minutes** – Approved the minutes from the December 11, 2012 meeting. **Budget amendments** – Approved the following budget amendments: **#87** for Social Services to appropriate a foster care donation of \$500; **#88** for Social Services to appropriate \$7,297 in additional CRC funds and \$1,103 in additional funds for congregate meals; **#89** for the Health Department to decrease the Community Transformation Grant (CTG) contracted services line item by \$47,229 and the CTG operating line item by \$47,229 and to reduce the CTG revenue line item by \$94,458; **#90** for Social Services to allocate additional Crisis and LIEAP funds totaling \$110,965; and **#91** for Social Services to allocate \$407 received from an insurance settlement for vehicle repair. (Revisions with corresponding numbers attached.) **Tax releases** – Approved tax releases in the amount of \$1,336.14. (A computer printout of releases is on file in the Tax Department and the County Manager’s office.) **Monthly ad valorem tax collection report** – No action necessary.

CLOSED SESSION: At 8:57 p.m., and upon a motion by Commissioner Beale, seconded by Commissioner Haven, the board voted unanimously to go into closed session for the purpose of consulting with the attorney under G.S. 143-318-11(a)(3) and to discuss property acquisition under G.S. 143-318-11(a)(5). At 10:03 p.m., and upon a motion by Commissioner Tate, seconded by Commissioner Haven, the board voted unanimously to come out of closed session. No action was taken.

RECESS: At 10:03 p.m., Chairman Corbin recessed the meeting until Monday, January 14, 2013 at 6 p.m. in the Commissioners Boardroom on the third floor of the Macon County Courthouse at 5 West Main Street in Franklin, NC.

Jack Horton, County Manager
Clerk to the Board

Kevin Corbin
Board Chairman

MACON COUNTY BOARD OF COMMISSIONERS
JANUARY 14, 2013 – 6:00 P.M.
CONTINUED SESSION
MINUTES

Chairman Corbin convened the continued session at 6:00 p.m. in the Commissioners' Boardroom on the third floor of the courthouse as recessed from the January 8th regular meeting. All Board Members, the County Manager, Deputy Clerk, Finance Director, County Attorney, interested citizens and members of the news media were present.

ADJUSTMENTS TO AND APPROVAL OF THE AGENDA: Upon a motion by Commissioner Tate, seconded by Commissioner Beale, the board voted unanimously to adjust and approve the agenda as outlined below:

- To postpone Item 7, Consideration of change order #14 on the Little Tennessee River/Cartoogechaye Creek Trunk Sewer Project, until the next meeting, per the County Manager.
- To add a new Item 7, approval of contract with Arrowood Construction for the new adult dental clinic, per the County Manager.

PUBLIC COMMENT: Prior to taking up the other items on the agenda, the board held a brief public comment session at the discretion of the chairman, who first recognized **Dan Hunter**. Mr. Hunter said that he was currently the president of the Little League association for both boys baseball and girls softball in the county, and that his board members had asked him to appear before the commissioners and "tell those guys we're for it" in reference to the proposed Parker Meadows recreational park. **Melinda Carpenter** told the board that she was the current vice president for Little League softball and that the girls and their parents were really excited over the prospect of the new recreation park and additional ball fields.

APPROVAL OF THE BASIC FACTS AND ASSURANCES REGARDING PROPOSED PARKER MEADOWS RECREATIONAL PARK PHASE I –

Chairman Corbin initiated the discussion by stating that the county's extended due diligence period related to purchasing the former Parker Meadows Golf Course ended today, and that as the county has already contracted to buy the property, any vote taken tonight would be to not purchase it. Mike Lavoy with Alliance Consulting Engineers then went over a document entitled "N.C. Parks and Recreation Trust Fund (PARTF) 2012-13 Basic Facts and Assurances," a copy of which is attached (Attachment 1) and is hereby made a part of these minutes. Mr. Lavoy pointed out that the document requests \$500,000 in PARTF funds, to be matched by \$617,576 from Macon County in order to construct Phase I of the Parker Meadows Recreational Park, which would include two adult ball fields, a multi-purpose field (soccer), a paved greenway, playground, picnic pavilion and supporting infrastructure. He said the county would have three years to complete this phase, but could apply for additional PARTF funds next year. He said the full PARTF application was due by January 31, and that a proposed master plan was part of that application. The County Attorney said that an appropriate motion would be to approve the Basic Facts and Assurances and authorize the chairman to sign the document. At this point, Commissioner Higdon questioned if the board was going to discuss the purchase of the property prior to voting on the document. This led to a lengthy discussion during which a number of questions were raised. Commissioner Tate asked if the board was willing to pay the entire cost if the county did not get the PARTF grant. Referring to the proposed master plan, Commissioner Haven stated his concerns over the proposed \$4.9-million cost of a fully-developed park, with Chairman Corbin responding that the development of the property "is another decision for another day." The chairman pointed out that the Eastern Band of Cherokee Indians (EBCI), while in support of the project, wants the county to complete a Phase I archeological survey. Commissioner Higdon expressed his support for the project and said that while the ball fields are desperately needed, he asked if a market appraisal had been done on the property and stated he was "floored" by the \$4.9-million total. Mr. Lavoy told the board that the cost estimate was based on a "worst case scenario." Much of the ensuing discussion centered on the details of the proposed Phase I archeological study, with Commissioner Beale and the County Manager both stating that the county would have to perform the study. Commissioner Higdon questioned if the county could have the Phase I study completed prior to purchasing the property. The cost of the study was estimated at between \$42,000 and \$48,000 and would likely take three weeks to complete. Chairman Corbin suggested that the board approve the Basic Facts and Assurances as well as the master plan, vote to do a Phase I study and

ask the property owner for 60 additional days of due diligence time. The County Attorney recommended that the board go into closed session to discuss the contingencies involved with the time extension. Following further discussion, and upon a motion by Commissioner Beale, seconded by Commissioner Haven, the board voted unanimously to adopt the Basic Facts and Assurances document and the Parker Meadows Recreational Park Master Plan (Attachment 2), a copy of which is attached and is hereby made a part of these minutes. Upon a motion by Commissioner Beale, seconded by Commissioner Tate, the board voted unanimously to approve a Phase I archeological study on the proposed recreation park at a cost not to exceed \$42,000, along with an accompanying budget amendment that will take the \$42,000 from fund balance. The County Attorney reiterated his suggestion for a closed session, and Commissioner Haven made a motion, seconded by Commissioner Beale, to go into closed session under the attorney/client privilege. However, the board agreed by consensus to address the remaining agenda items before going into closed session, and the motion and second were subsequently withdrawn.

CONSIDERATION OF OPTIONS FOR SWIMMING POOL PROJECT:

Parks and Recreation Director Seth Adams presented the board with several options related to the ongoing renovation of the swimming pool at the county recreation park, including: (1) a change order proposal from Augusta Aquatics, Inc. in the amount of \$7,642.70, with the primary item in the change order being installation of a 400,000 BTU propane heater for the pool; (2) three separate fencing options from Asheville Contracting Co., Inc. for the pool perimeter, pool divider fence and the filter room perimeter ranging from \$16,434.96 to \$20,884.71 to \$26,168.48; (3) water slide proposals from (a) Natural Structures, Inc. in the amounts of \$18,757 and \$23,102 and (b) from Miracle Recreation Equipment Company for a double slide in the amount of \$26,633.06. Chairman Corbin said the recommendation from the Recreation Committee was to (1) accept the change order, (2) go with the best of the three fencing options although the mid-grade option would suffice and (3) go with the least expensive of the slide options. The County Manager said that the necessary concrete work at the pool and renovations to the Highlands pool would be discussed at a later date. Following discussion, and upon a motion by Commissioner Haven, seconded by Commissioner Higdon, the board voted unanimously to approve the following: (1) to accept Change Order Proposal No. 1 from Augusta Aquatics, Inc. in the amount of \$7,642.70 (Attachment 3); accept the proposal from Asheville Contracting Co., Inc. for fencing in the amount of \$20,884.71 (Attachment 4); and accept the proposal from Natural Structures, Inc. for

a pool slide in the amount of \$18,757 (Attachment 5), with the \$47,284.41 total cost of the three items to come from contingency.

APPROVAL OF CONTRACT WITH ARROWOOD CONSTRUCTION:

Following discussion, and upon a motion by Commissioner Beale, seconded by Commissioner Tate, the board voted unanimously to approve a construction contract with Greenworks, LLC, an Alabama LLC doing business as Arrowood Construction, in the amount of \$84,415 for the new adult dental facility for the Macon County Health Department located at the Macon Bank Corporate Park at 108 Macon Center Drive in Franklin, as prepared by the County Attorney (Attachment 6). A copy of the contract is attached and is hereby made a part of these minutes.

CLOSED SESSION: At 7:38 p.m., and upon a motion by Commissioner Haven, seconded by Commissioner Beale, the board voted unanimously to go into closed session for the purpose of consulting with the attorney under G.S. 143-318-11(a)(3). At 7:48 p.m., and upon a motion by Commissioner Tate, seconded by Commissioner Higdon, the board voted unanimously to come out of closed session.

EXTENSION OF DUE DILIGENCE ON PARKER MEADOWS RECREATIONAL PARK SITE:

Following the closed session, the County Attorney recommended to the board members that they ask the property owner of the former Parker Meadows Golf Course to modify the existing agreement, specifically to extend the county's due diligence period through April 15, 2013, with a closing date of April 30, 2013. He further suggested that the board authorize Chairman Corbin to sign the necessary document(s) and to authorize the County Attorney to deliver the document(s) to the owner this evening. Should the owner choose not to accept the modified agreement, the County Attorney would be authorized to terminate the contract. Upon a motion by Commissioner Haven, seconded by Commissioner Beale, the board voted unanimously to approve the County Attorney's recommendation as outlined above.

RECESS: Following additional discussion regarding the proposed recreational park and a brief overview of the agenda for Saturday's work session, at 8:01 p.m. and upon a motion by Commissioner Higdon, seconded by Commissioner Tate, the board voted unanimously to recess until Saturday, January 19, 2013 at 9 a.m. in the conference room of the Cecil L. Groves Center on the Macon County Campus of Southwestern Community College at 44 Siler Farm Road in Franklin, NC.

Jack Horton, County Manager
Clerk to the Board

Kevin Corbin
Board Chairman

AMENDMENT # 105

FROM: M. CHRIS STAHL

DEPARTMENT: SOLID WASTE

EXPLANATION: FY 12 – 13. Setting up the fluorescent lamp recycling program in Macon County

[illegible]

REQUESTED BY DEPARTMENT HEAD *[Signature]*

RECOMMENDED BY FINANCE OFFICER

APPROVED BY COUNTY MANAGER _____

ACTION BY BOARD OF COMMISSIONERS

APPROVED AND ENTERED ON MINUTES DATED _____

CLERK _____

Tax Collections				Detail Transactions by Group							RTC020303		
02/01/13											Page 1		
Group Number REL*13*01				Abatement							Effective Date 01/04/13		
Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Trn Cde	Check Number	Trans Rev Descriptn
1	01/04/13	5889	12A6514274093	L01	72.00-		0.00	72.00-	0.00				
***		BRYANT, LYMAN C & BETTY ANN			72.00-	0.00	0.00	72.00-	0.00	0.00	R	CLERICA	
2	01/14/13	102609	11A102609.14	G01	297.04-	270.04-	27.00-		0.00				
				F10	9.58-	8.71-	0.87-		0.00				
				H01	143.73-	130.66-	13.07-		0.00				
***		TWIGS			450.35-	409.41-	40.94-	0.00	0.00	0.00	R	CLERICA	
3	01/14/13	102609	12A102609.14	G01	297.04-	270.04-	27.00-		0.00				
				F10	8.71-	8.71-	0.00		0.00				
				H01	143.73-	130.66-	13.07-		0.00				
***		TWIGS			449.48-	409.41-	40.07-	0.00	0.00	0.00	R	CLERICA	
4	01/14/13	102609	12A102609.14	F10	0.87-	0.00	0.87-		0.00				
***		TWIGS			0.87-	0.00	0.87-	0.00	0.00	0.00	R	CLERICA	
5	01/16/13	70783	12A6586175958.1	L01	276.00-		0.00	276.00-	0.00				
***		CASADA, JASON MALONE			276.00-	0.00	0.00	276.00-	0.00	0.00	R	CLERICA	
6	01/23/13	53524	10A53524.05	G01	23.41-	23.41-	0.00		0.00				
				F10	0.76-	0.76-	0.00		0.00				
				L01	72.00-		0.00	72.00-	0.00				
***		MCCALL, RICKY GEORGE			96.17-	24.17-	0.00	72.00-	0.00	0.00	R	CLERICA	
7	01/23/13	53524	11A53524.05	G01	21.81-	21.81-	0.00		0.00				
				F10	0.70-	0.70-	0.00		0.00				
				L01	72.00-		0.00	72.00-	0.00				
***		MCCALL, RICKY GEORGE			94.51-	22.51-	0.00	72.00-	0.00	0.00	R	CLERICA	
8	01/23/13	53524	12A53524.05	G01	20.35-	20.35-	0.00		0.00				
				F10	0.66-	0.66-	0.00		0.00				
				L01	72.00-		0.00	72.00-	0.00				
***		MCCALL, RICKY GEORGE			93.01-	21.01-	0.00	72.00-	0.00	0.00	R	CLERICA	
9	01/24/13	80673	12A80673.01	G01	10.40-	10.40-	0.00		0.00				
				F02	1.57-	1.57-	0.00		0.00				
***		SPRINKLE GRADING			11.97-	11.97-	0.00	0.00	0.00	0.00	R	CLERICA	

10	01/24/13	104502	11A104502.01	G01	35.27-	35.27-	0.00	0.00
				F01	3.79-	3.79-	0.00	0.00

Tax Collections
02/01/13

Detail Transactions by Group

RTC020303

Page 2

Group Number REL*13*01

Abatement

Effective Date 01/04/13

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Trn Cde	Check Number	Trans Rev Descriptn
***			ALTERNATIVE HOUSING SOLUTIONS		39.06-	39.06-	0.00	0.00	0.00	0.00	R	CLERICA	
11	01/24/13	104502	12A104502.01	G01 F01	35.27- 3.79-	35.27- 3.79-	0.00 0.00		0.00 0.00				
***			ALTERNATIVE HOUSING SOLUTIONS		39.06-	39.06-	0.00	0.00	0.00	0.00	R	CLERICA	
12	01/28/13	64149	12A64149.08	G01 F05 L01	8.15- 1.64- 72.00-	8.15- 1.64-	0.00 0.00 0.00		0.00 0.00 0.00				
***			NEELY, FRANK		81.79-	9.79-	0.00	72.00-	0.00	0.00	R	CLERICA	
13	01/30/13	58358	10A58358.01	G01 F01	5.39- 0.58-	5.39- 0.58-	0.00 0.00		0.00 0.00				
***			CONHISER, MYRON FRANK		5.97-	5.97-	0.00	0.00	0.00	0.00	R	CLERICA	
14	01/30/13	58358	11A58358.01	G01 F01	5.01- 0.54-	5.01- 0.54-	0.00 0.00		0.00 0.00				
***			CONHISER, MYRON FRANK		5.55-	5.55-	0.00	0.00	0.00	0.00	R	CLERICA	
15	01/30/13	58358	12A58358.01	G01 F01	5.01- 0.54-	5.01- 0.54-	0.00 0.00		0.00 0.00				
***			CONHISER, MYRON FRANK		5.55-	5.55-	0.00	0.00	0.00	0.00	R	CLERICA	
16	01/31/13	77158	12A77158.07	G01 F03 L01	2.98- 0.45- 72.00-	2.98- 0.45-	0.00 0.00 0.00		0.00 0.00 0.00				
***			FOUTS, CAROLYN		75.43-	3.43-	0.00	72.00-	0.00	0.00	R	CLERICA	

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Group Number REL*13*01	Abatement	Effective Date 01/04/13
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Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Trn Cde	Check Number	Trans Descriptn	Rev
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Tax Code Totals

F01*10- FR FIRE	0.58-	0.58-	0.00	0.00	0.00	0.00							
F01*11- FR FIRE	4.33-	4.33-	0.00	0.00	0.00	0.00							
F01*12- FR FIRE	4.33-	4.33-	0.00	0.00	0.00	0.00							
F02*12- CL CH FR	1.57-	1.57-	0.00	0.00	0.00	0.00							
F03*12- OTTO FR	0.45-	0.45-	0.00	0.00	0.00	0.00							
F05*12- WM FIRE	1.64-	1.64-	0.00	0.00	0.00	0.00							
F10*10- HLDS FR	0.76-	0.76-	0.00	0.00	0.00	0.00							
F10*11- HLDS FR	10.28-	9.41-	0.87-	0.00	0.00	0.00							
F10*12- HLDS FR	10.24-	9.37-	0.87-	0.00	0.00	0.00							
G01*10- GEN TAX	28.80-	28.80-	0.00	0.00	0.00	0.00							
G01*11- GEN TAX	359.13-	332.13-	27.00-	0.00	0.00	0.00							
G01*12- GEN TAX	379.20-	352.20-	27.00-	0.00	0.00	0.00							
H01*11- HLD CITY	143.73-	130.66-	13.07-	0.00	0.00	0.00							
H01*12- HLD CITY	143.73-	130.66-	13.07-	0.00	0.00	0.00							
L01*10- RES FEE	72.00-	0.00	0.00	72.00-	0.00	0.00							
L01*11- RES FEE	72.00-	0.00	0.00	72.00-	0.00	0.00							
L01*12- RES FEE	564.00-	0.00	0.00	564.00-	0.00	0.00							

Total for Group REL*13*01	1796.77-	1006.89-	81.88-708.00-	0.00	0.00
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***** Totals By Tax Cycle	*****
Cycle	Current Delinquent
A	0.00 1796.77-

**MONTHLY REPORT ON MACON COUNTY
AD VALOREM TAX COLLECTION**

JANUARY, 2013	NET PAYMENTS
GENERAL TAX	\$ 3,248,014.98
FIRE DISTRICTS	\$ 342,923.46
LANDFILL USER'S FEE	\$ 179,390.60
COUNTY VEHICLE TAXES	\$ 52,970.83
	<u>\$ 3,823,299.87</u>

YEAR TO DATE TOTALS	NET PAYMENTS
GENERAL TAX	\$ 23,430,858.79
FIRE DISTRICTS	\$ 2,441,555.40
LANDFILL USER'S FEE	\$ 1,718,364.29
COUNTY VEHICLE TAXES	\$ 380,014.09
	<u>\$ 27,970,792.57</u>

92.44% COLLECTED ON 2012 COUNTY GENERAL TAXES, LATE LISTING PENALTY, COUNTY VEHICLES, DISCOVERIES AND DEFERRED TAXES AS OF 01/31/13, COMPARED TO 92.16% COLLECTED ON 2011 TAXES AS OF 01/31/12.

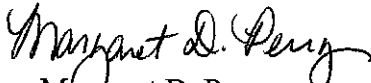


MACON COUNTY TAX COLLECTOR'S OFFICE

**5 West Main Street
Franklin, NC 28734
Phone: 828-349-2142
Fax: 828-349-2564**

February 1, 2013

Pursuant to North Carolina General Statute 105-369 (a), the total amount of unpaid 2012 taxes that are liens on real property is \$ 1,822,290.90.


Margaret D. Perry
Tax Collector

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: February 12, 2013

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Appointments

DEPARTMENT HEAD COMMENTS/RECOMMENDATION:

(A) Town of Franklin Planning Board (ETJ Representative): On behalf of the town board, Town Planner Derek Roland has requested that the commission reappoint Dave Jones to the town planning board for a three-year term as a representative of the Extraterritorial Jurisdiction (ETJ). Mr. Jones' term expired January 31, 2013.

(B) Library Board (3 seats): Please see the attached e-mail from Karen Wallace regarding this item. Also attached are the applications for appointment from Charles Gorgoglione and Nancy Reeder. As related to a question in Ms. Wallace's e-mail, she has been notified that Commissioner Beale is the new liaison to the Library Board.

(C) Nursing and Adult Care Home Community Advisory Committee: Please see the attached letter from Sarajane Melton with the Southwestern Commission requesting the reappointment of Dorothy Crawford to another term.

COUNTY MANAGER'S COMMENTS/RECOMMENDATION:

Attachments X Yes No

Agenda Item 12(A)-12(C)

Mike Decker

From: Karen Wallace <kwallace@fontanalib.org>
Sent: Friday, January 11, 2013 7:15 PM
To: Mike Decker
Subject: Library Board appointments

Hi Mike-

I mentioned that we have some library board appointments coming up. There are three board members with terms expiring at the end of February: Nancy Scott – who is eligible and willing to serve another term
Jim Breedlove – Jim has not been able to participate much on the library board during his past term. I know he's busy on the School Board. Charles Gorgoglione has expressed an interest in serving and has submitted the application for this.
Avary Doubleday – Avary has already served two terms so is not eligible to serve another term. Our By-Laws require that we have two people on the Macon Library Board who also serve on the Hudson Board, and Avary has been serving in that position. Nancy Reeder currently serves on the Hudson Library Board and is willing to serve on the Macon Library Board as well. She has also completed and submitted the application for this.

You should have received applications from both Charles Gorgoglione and Nancy Reeder for the library board positions. Please let me know if you haven't (I have copies I can send you).

Did you find out who the library liaison from the Board of Commissioners is? I'd like to give them an overview of the library and some background to help them understand our mission and services.

Thanks,
Karen

Fontana Regional Library
149 Siler Farm Road
Franklin, NC 28734
(828) 524-3600 (voice)
(828) 524-9550 (fax)
OR
33 Fryemont Street
Bryson City, NC 28713
(828) 488-2382 x. 27 (voice)
(828) 488-2638

kwallace@fontanalib.org
www.fontanalib.org

"Opinions expressed in this message may not represent the policy of my agency. All e-mail sent to or from the Fontana Regional Library e-mail systems is subject to monitoring and disclosure to third parties, including law enforcement personnel."

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: MACON CO. PUBLIC LIBRARY/ BD. OF TRUSTEES

Name CHARLES F. GORGOGNONE

Address 165 FOREST HILLS DRIVE City FRANKLIN NC Zip 28734-3103

Telephone: Home 828-371-0592 Work SAME

Occupation RETIRED EDUCATOR

Business Address N/A

Email Address PCgorgognone@yahoo.com

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

NONE

Educational Background

DR. OF EDUCATION, UNIV. OF SO. FLORIDA, TAMPA, FLORIDA

Business and Civic Experiences/Skills:

M.B.A. IN MARKETING - EXPERIENCE IN LARGE + SMALL BUSINESSES

Areas of Expertise and Interest/Skills:

ORGANIZING PROGRAMS TO HELP UNSKILLED WORKERS (VOCATIONAL TRAINING)

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

WORK WITH ELDERLY ON REGULAR BASIS: READING PROGRAMS, ETC.

SIGNATURE:

Charles F. Gorgognone

DATE:

12/17/12

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.

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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: Macon Co. Library Board

Name Nancy Reeder

Address 391 Mountain Laurel Dr. City Franklin NC Zip 28734

Telephone: Home 828-369-1927 Work -

Occupation Storyteller

Business Address -

Email Address twconnect@yahoo.com

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

none

Educational Background

BS- Elementary Education MA - Reading/Storytelling

Business and Civic Experiences/Skills:

Self employed as a storyteller

Areas of Expertise and Interest/Skills:

storytelling/ hiking/ working with youth

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

Hudson Library Board - Highlands, NC

SIGNATURE:

Nancy J. Reeder

DATE:

Jan. 4, 2013

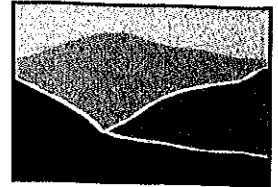
SOUTHWESTERN COMMISSION

125 BONNIE LANE

SYLVA, NORTH CAROLINA 28779

TELEPHONE: (828) 586-1962
EMAIL: cindy@regiona.org

FAX: (828) 586-1968
WEBSITE: www.regiona.org



Cherokee County

Andrews
Murphy

Clay County

Hayesville

Graham County

Robbinsville
Lake Santeetlah

Haywood County

Canton
Clyde
Maggie Valley
Waynesville

Jackson County

Dillsboro
Forest Hills
Sylva
Webster

Macon County

Franklin
Highlands

Swain County

Bryson City

January 31, 2013

Macon County Board of Commissioners
Attention: Jack Horton
5 West Main Street
Franklin NC 28734

Dear Mr. Horton and Commissioners:

The purpose of this letter is to request that you reappoint Dorothy Crawford to another term on the Nursing and Adult Care Home Community Advisory Committee. Her term has expired and she is willing to serve another term.

Thank you for your time and energy. Please notify me in writing of the Commissioners' decision.

Sincerely:

Sarajane Melton
AAA Director/LTC Ombudsman

