## MACON COUNTY BOARD OF COMMISSIONERS October 8, 2019 AGENDA

- 1. Call to order and welcome by Chairman Tate
- 2. Announcements
- 3. Moment of Silence
- 4. Pledge of Allegiance
- 5. Public Hearing(s)
- 6. Public Comment Period
- 7. Additions to agenda
- 8. Adjustments to and approval of the agenda
- 9. Reports/Presentations
  - A. Region A broadband update- Sarah Thompson, Executive Director, Southwestern Commission

#### 10.Old Business

- A. Greenway Connector Project- *Jack Morgan, Director of Planning, Permitting and Development.*
- B. Update on Macon Middle School RFQ for Architectural Services-Todd Gibbs, Macon County School System
- C. Revision to SCC Paving Project Agreement- *Derek Roland,* County Manager

#### 11.New Business

- A. Mainspring Conservation and Trust will request permission to use a portion of county owned property on Siler Road to temporarily access the adjoining parcel of land which they have recently purchased- *Dennis Desmond, Mainspring Conservation and Trust*
- B. Request from Sunrise Ridge Road residents to change from West Macon to Clarks Chapel FD response area- Warren Cabe, Director of Emergency Management/EMS

- C. Discussion concerning review of fire department contracts-Warren Cabe, Director of Emergency Management/EMS
- D. Nantahala Health Foundation grant request- Warren Cabe, Director of Emergency Management/EMS
- E. Discussion concerning appointment of a new Tax Administrator- Richard Lightner, Tax Administrator
- F. 2019 Tax Software update- Richard Lightner, Tax Administrator
- G. Contract for services with Community Care Clinic- Chester Jones, County Attorney
- H. Reject Bid Request No. 4310-09 In Car System and Body Cameras- *Derek Roland, County Manager*
- I. Frank Myatt (Carolina Motel) Occupancy Tax Penalty waiver request- Lori Hall, Finance Director

### 12.Consent Agenda – Attachment

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. September 10, 2019 Board meeting minutes
- B. Budget Amendment #74 South Macon Elementary School Pre-K Playground Equipment
- C. Budget Amendments #75-81
- D. Budget Amendments # 84-85
- E. Tax Releases for September in the amount of \$2,166.34
- F. Tax Office Monthly Report
- G. Macon County Public Health billing guide and fee changes FY 19-20'
- H. Brantley Construction Change Order #2 South Macon School Project

## 13.Appointments

- A. Macon County Planning Board (1 seat)
- 14.Closed session (if necessary)
- 15. Adjourn/Recess

## MACON COUNTY BOARD OF COMMISSIONERS

**AGENDA ITEM** 

**MEETING DATE: October 8, 2019** 

DEPARTMENT/AGENCY: N/A

SUBJECT MATTER: Region A Broadband Update

**COMMENTS/RECOMMENDATION:** 

Sarah Thompson, Executive Director of the Southwestern Commission, will provide the board with an update on their efforts related to broadband expansion in Region A.

Attachments	Yes _	X	_ No
Agenda Item 9A			

**MEETING DATE: October 8, 2019** 

**DEPARTMENT/AGENCY: Planning, Permitting and Development** 

SUBJECT MATTER: Greenway Connector Project

**COMMENTS/RECOMMENDATION:** 

Jack Morgan, Director of Planning Permitting and Development will request for the Board of Commissioners to designate Macon County as the lead agency on the East Franklin Greenway Connector Project.

Attachments _	X	Yes	No
Agenda Item 1	0A		

## Greenway Connector Project

## Estimated project costs as of 9/10/2019

1.	Topographic/Route Survey	\$2,500
2.	Project engineering and oversight	\$4,500
3.	Short footbridge across DOT drainage	\$6,000
4.	Grading and gravel base	\$25,000
5.	Paving, 2"	\$24,000
6.	Contingency	\$8,000
	Total	\$70,000

**MEETING DATE: October 8, 2019** 

**DEPARTMENT/AGENCY:** Macon County School System

SUBJECT MATTER:

Update on Macon Middle School RFQ for

**Architectural Services** 

## **COMMENTS/RECOMMENDATION:**

Todd Gibbs of the Macon County School System will provide the board with an update concerning the Macon Middle School Project Request for Qualifications for Architectural Services.

Attachments	Yes	X	No

Agenda Item 10B

**MEETING DATE: October 8, 2019** 

**DEPARTMENT/AGENCY:** Southwestern Community College

**SUBJECT MATTER:** Revision to SCC Paving Project Agreement

**COMMENTS/RECOMMENDATION:** 

The SCC Paving Agreement must be amended to reflect a change in the SCC Board of Trustees Chairmanship, which had occurred prior to the revised agreement being approved by the Board of Commissioners.

Attachments	Yes _	X	No
Agenda Item 10C			

**MEETING DATE: October 8, 2019** 

**DEPARTMENT/AGENCY:** Mainspring Conservation and Trust

**SUBJECT MATTER: Temporary use of County Property** 

### COMMENTS/RECOMMENDATION:

Mainspring Conservation and Trust is requesting the temporary use of county property located on Siler Road for ingress and egress to the adjoining parcel, owned by Mainspring, as they are wishing to make property improvements to their parcel.

Attachments	X	_Yes	 No
Aganda Itam 11 A			

## MACON COUNTY BOARD OF COMMISSIONERS

## **AGENDA ITEM**

**MEETING DATE: October 8, 2019** 

**DEPARTMENT/AGENCY:** Emergency Services

SUBJECT MATTER:

Fire District Change-West Macon, Clarks

**Chapel FDs** 

### COMMENTS/RECOMMENDATION:

Four(4) residents on Sunrise Ridge Road off Sanders Road request change from West Macon to Clarks Chapel FD response area. Houses were not constructed when original maps were created and access is easier for Clarks Chapel FD. No PC ratings change to owners, fire service fee will increase from \$0.0724 to \$0.0802.

Attachments	X	Yes	 No

Agenda Item 11B

Richard Fallon 340 Sunrise Ridge Road Franklin, NC 28734 828-369-3396 July 24, 2019

Jimmy Teem
Fire Marshal
Macon County Emergency Management
104 East Main St.
Franklin, NC 28734

Dear Mr. Teem:

This is to document our request to have our fire district changed from West Macon to Clarks Chapel. We make this request because Clarks Chapel is significantly closer and should provide faster response time. In no way should this request be considered a criticism of West Macon.

Below are the names and signatures of the four households making this request. Thank you for your support in this matter.

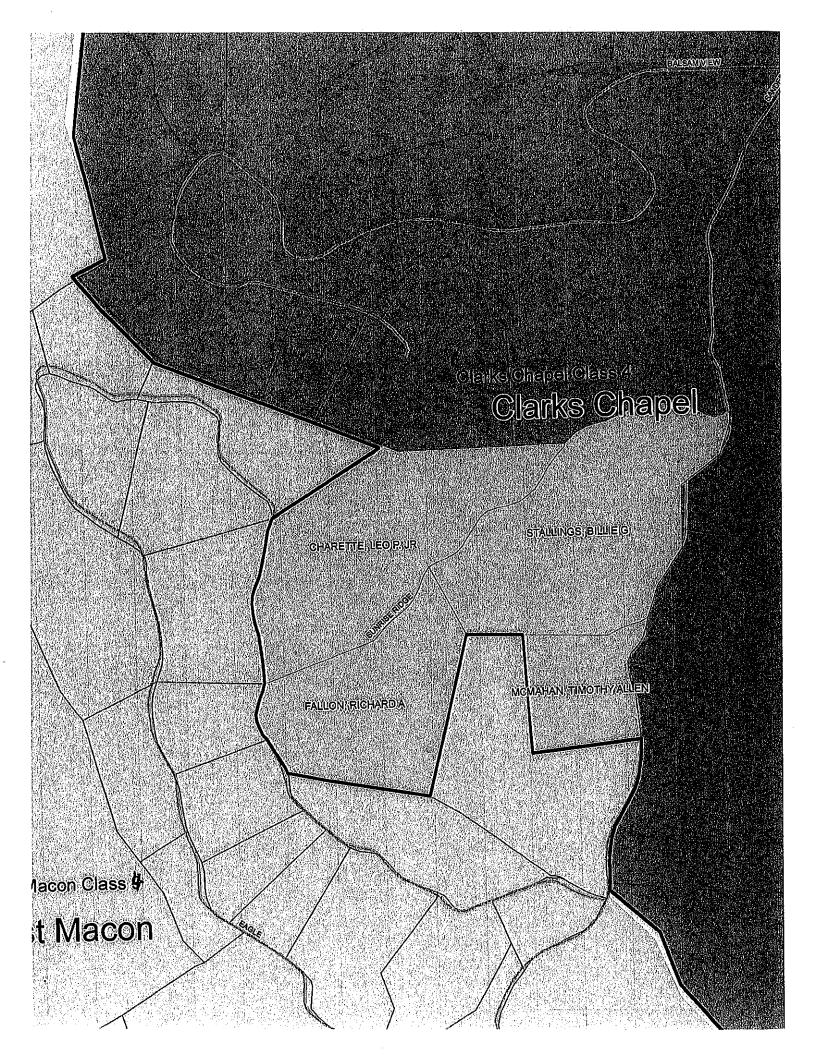
Sincerely,

Richard Fallon

Billie Stallings

Tim McMahan

Leo Charette



**MEETING DATE: October 8, 2019** 

**DEPARTMENT/AGENCY:** Emergency Services

**SUBJECT MATTER:** Fire Department Contracts

## COMMENTS/RECOMMENDATION:

Discussion concerning review of fire department contracts. Last revision was in 2014 and changes are necessary to reflect recent revisions in NC Department of Insurance member requirements and any other items that might need updated. Review process needs to begin now so any changes can become effective July 1, 2020. A copy of one fire department's contract (Cullasaja FD) is attached for reference purposes.

Attachments _	X	Yes	No
Agenda Item 1	1C		

## STATE OF NORTH CAROLINA COUNTY OF MACON

#### CERTIFICATE OF FINANCE OFFICER:

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

This the 27th day of January, 2014.

Macon County Finance Officer

#### CONTRACT FOR FIRE PROTECTION

THIS CONTRACT, made and entered into this 2/5 day of January, 2014, by and between the CULLASAJA GORGE FIRE AND RESCUE, INC., a North Carolina non-profit corporation (hereinafter "DEPARTMENT"), with principal offices located at 104 River Rolling, Franklin, Macon County, North Carolina, and the COUNTY OF MACON, a political subdivision for the State of North Carolina (hereinafter "COUNTY").

#### WITNESSETH:

WHEREAS, Fire Protection Service Districts have been duly and properly created, defined and established in the COUNTY pursuant to the provision of Article 16 of Chapter 153A of the North Carolina General Statutes in order to provide fire protection services to areas encompassed by such districts; and

WHEREAS, the General Assembly of North Carolina didenact into law an act to authorize automatic aid agreement and mutual assistance between fire departments whereby full authority may be exercised for fire departments to send fire fighters and apparatus beyond the territorial limits which they normally serve, said act having been codified as N.C. Gen. Stat. 58-83-1;

WHEREAS, pursuant to N.C. Gen. Stat. 153A-233, 153A-301 and 153A-305, the COUNTY may provide fire protection services in defined service districts by contract with one or more municipal and/or one or more incorporated volunteer fire departments; and

WHEREAS, the COUNTY is authorized under the provisions of N.C. Gen. Stat. 153A-305 and 153A-307 to levy property taxes within defined service districts, in addition to those levied throughout the county and in such amount as allowed by applicable law, in order to finance, provide

or maintain for the DISTRICT, known as Cullasaja District as shown upon the Fire District Map approved by the Macon County Board of Commissioners at its Regular Meeting held on February 11, 2008, a copy of which is attached hereto as Exhibit B and as further shown on Exhibit B-1 attached hereto, services provided therein in addition to or to a greater extent than those financed, provided or maintained for the entire county; and

WHEREAS, the COUNTY has heretofore furnished fire protection services in said DISTRICT, to the extent of the taxes collected pursuant to statutory authorization, by contracting with the DEPARTMENT to furnish fire protection in said DISTRICT; and

WHEREAS, said DISTRICT is currently served by the DEPARTMENT; and

WHEREAS, the Board of County Commissioners, in accordance with the provision of N.C. Gen. Stat. 159A-14, must set a special tax rate based on an annual budget estimate setting forth the monetary requirements for providing fire protection services that year in said DISTRICT and keep and administer said monies in a separate and special revenue fund (hereinafter "Revenue Fund") to be used only for furnishing fire protection services within said DISTRICT; and

WHEREAS, the Board of County Commissioners, also acting pursuant to N.C. Gen. Stat. 159-14A, must adopt an annual budget ordinance appropriating tax monies levied and collected from the fire protection service districts and authorize transfers and expenditures from the Revenue Fund only for fire protection services in the respective fire districts as specified in contracts with fire departments; and

WHEREAS, Chapter 159 of the North Carolina General Statues provides that the County Budget Ordinance may be in any form that the Board of County Commissioners deems most efficient in enabling it to make the fiscal policy decisions embodied therein and provides for a fund for each special service district whose taxes are collected by the COUNTY; and

WHEREAS, pursuant to N.C. Gen. Stat. 153A-13, 153A-233 and 153A-305, both the DEPARTMENT and the COUNTY desire to enter into a continuing contract to provide fire protection services in said DISTRICT and to have such contract supersede and take the place of any contracts previously executed;

NOW THEREFORE, for and in consideration of mutual promises and agreements herein contained and the mutual benefits to be derived therefrom and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DEPARTMENT and the COUNTY do hereby promise and agree as follows:

1. PAYMENT OF TAXES TO THE DEPARTMENT. So long as this Contract remains in effect, the COUNTY agrees to make funds available to the DEPARTMENT from the proceeds of the special fire protection service district tax levied and collected from within the DISTRICT known as Cullasaja District as shown upon the Fire District Map approved by the Macon County Board of Commissioners at its Regular Meeting held on February 11, 2008, a copy of which is attached hereto as Exhibit B and as further shown on Exhibit B-1

attached hereto. The amount of such service tax levy shall be determined by the Board of the County Commissioners from year to year. Payments will be made on a monthly basis issued by the 15th day of the following month provided this Contract remains in effect.

- 2. FIRE PROTECTION SERVICES REQUIRED. So long as this Contract remains in effect, the DEPARTMENT will furnish not less than Class 9S fire protection and emergency medical and rescue services that the DEPARTMENT is licensed and/or trained to provide to all property located within the boundaries of district DISTRICT. The DEPARTMENT will also provide emergency preparedness/protective measures when the COUNTY is exposed to a hazard as defined in 42 U.S.C. 519a. Nothing in the Contract shall be construed to prevent the DEPARTMENT from providing Mutual Aid Assistance to any othe rFire Department within the discretion of the Chief or Officer in Charge. The DEPARTMENT will respond and provide automatic aid for structure fires in neighboring districts which have been established. When responding in an automatic capacity, the DEPARTMENT will dispatch a piece of fire apparatus capable of carrying a minimum of 1,000 gallons of water at approximately the same time as the Department in which district the incident occurs. "Fire Protection" shall specifically include the provision of such emergency medical, and rescue services that the DEPARTMENT is licensed or trained to provide in order to protect the persons within said DISTRICT from injury or death. Nothing shall be construed to prevent the DEPARTMENT from providing Fire Service or Mutual Aid Assistance so long as the DEPARTMENT continues to provide service to said DISTRICT at a level no less than the DEPARTMENT's current insurance rating as determined by the North Carolina Department of Insurance. Further, the DEPARTMENT may furnish Fire Service to areas not within the boundaries of any Fire District on an equipment and personnel basis within the discretion of the Chief or Officer in Charge.
- 3. <u>LIMITATIONS ON USE OF FIRE SERVICE DISTRICT TAX.</u> Funds paid by the COUNTY to the DEPARTMENT shall be used for one or more of the following purposes and for no other purposes:
  - A. Purchase and maintenance of equipment;
  - B. Purchase, construction and repair of fire stations;
  - C. Amortization of loans incurred for purchase, construction or repair of equipment of fire stations:
  - D. Operations of the DEPARTMENT;
  - E. Casualty or life insurance upon DEPARTMENT members; and
  - F. Workers Compensation Insurance premiums.

Funds paid by the COUNTY pursuant to this Contract shall be expended only as allowed by applicable federal, state and local laws, rules, orders and regulations.

#### 4. ANNUAL BUDGET AND FINANCIAL RECORDKEEPING REQUIRED.

A. The DEPARTMENT shall prepare an annual budget, for the fiscal year beginning July 1 of each year, providing for the receipt and expenditure of funds received from

the COUNTY, the DEPARTMENT shall host at least one meeting in which the general public may attend and review the proposed budget and make comment or inform the residents of their community through newsletter or other form of information distribution of their budgetary needs and subsequent request of the COUNTY. The COUNTY encourages the DEPARTMENT to have at least one person from said DISTRICT who is not an active member of the DEPARTMENT to serve as a Board member.

- B. The DEPARTMENT shall use the funds subject to this Contract in accordance with the annual DEPARTMENT budget. The budget may be amended by the Fire Department Board of Directors within the funds made available by this Contract except that amendments providing for any expenditure that establishes a new operating expense that will extend beyond the current fiscal year shall require the concurrence of the Macon County Fire Marshal's Office.
- C. The COUNTY may inspect the financial books and records of the DEPARTMENT at reasonable times during regular business hours of the COUNTY. The DEPARTMENT agrees that it will supply such financial books and records of the DEPARTMENT at reasonable times during regular business hours of the COUNTY. The DEPARTMENT agrees that it will supply such financial records, information or verification as may reasonably be requested by the COUNTY. The DEPARTMENT shall maintain a written accounting system which provides adequate documentation of all its receipts and disbursements including, but not limited to, those related to the funds subject to this Contract. The DEPARTMENT shall also provide an annual report of revenues and expenditures from the previous calendar year certified by the DEPARTMENT's President and Treasurer.
- D. Copies of the budget and certified annual report of revenues and expenditures shall be filed with the Macon County Fire Marshal by the third Friday in April preceding the beginning of the fiscal year.
- E. In the event that the COUNTY's review of the financial records of the DEPARTMENT reveals any deficiencies or irregularities in the financial operations of the DEPARTMENT, or reportable and/or material issues(s) with regard to compliance of generally accepted accounting principles, the COUNTY shall give written notice thereof to the Fire Chief, the Chairperson of the Board or Chief Executive Officer, and at least two (2) lesser officer of the DEPARTMENT. Within ten (10) calendar days of said notice, the DEPARTMENT shall provide to the COUNTY a written statement that contains an explanation of each such issue and an action plan (with implementation timetable) for resolving each such issue, and shall provide periodic reports to the COUNTY on progress made in resolution of each issue. Resolution shall be made within thirty (30) days of Notice. If this Contract shall terminate before such correction, the DEPARTMENT shall have no further interest in or claim upon such funds. The DEPARTMENT shall be legally liable to the COUNTY for any funds expended in violation of the terms of this Contract.

- F. Should the DEPARTMENT fail to submit to the COUNTY the information required in this Paragraph 4 within the time periods outlined in Sub-paragraphs 4B E of this Contract, the COUNTY shall suspend all funds immediately until the information is delivered as set forth above, except that the Macon County Fire Marshal may grant a reasonable submittal extension if the DEPARTMENT is unable to deliver the information for reasons beyond the control of the DEPARTMENT.
- 5. ADDITIONAL RECORD KEEPING REQUIREMENTS. The DEPARTMENT will maintain accurate written records regarding personnel training, infection control, Articles of Incorporation, by-laws, fire district map and description, insurance district resolution, contracts with counties and municipal governments, engine/pumper service test, certified weight tickets for all apparatus, alarm log, meeting minutes, equipment inventory and apparatus inspection forms, which may be inspected at any time by or on behalf of the COUNTY.
- 6. ROSTER REQUIRED. The DEPARTMENT shall submit a copy of the roster sent to the office of the State Fire Marshal, to the Macon County Fire Marshal by June 1 of each year. The roster must have a minimum of twenty (20) personnel with eight (8) additional personnel for each substation.
- 7. REPORT OF RURAL FIRE CONDITIONS REQUIRED. The DEPARTMENT shall submit a Report of Rural Fire Conditions on the form provided by the Office of the State Fire Marshal, to the Macon County Fire Marshal by October 1 of each calendar year.
- 8. <u>CALL LIST INFORMATION REQUIRED.</u> The DEPARTMENT shall provide a list of information including DEPARTMENT mailing address, phone number, fax number, e-mail address, radio call number for all personnel, line officers, board officers, medical certifications, firefighter certifications and contact numbers for all personnel and an apparatus list to the Macon County Fire Marshal by January 31 of each calendar year.
- 9. <u>TERMS OF CONTRACT.</u> This Contract shall be come effective as of the date set out in Paragraph 14 of this Agreement, subject to the continued legal existence of said DISTRICT and the DEPARTMENT, and shall continue from fiscal year to fiscal year unless sooner terminated by either party in accordance with Paragraph 10 of this Contract.
- 10. TERMINATION OF CONTRACT. Either party may terminate this Contract upon giving the other party at least eight (8) months advance written notice. The COUNTY may, in its discretion, immediately terminate this Contract in the event that the DEPARTMENT does not timely correct deficiencies as provided in Paragraphs 4 and 12 or correct any other material breach of this Contract within a reasonable time after notice of such breach. From and after the effective date of any termination of this Contract the DEPARTMENT shall have no further obligations, including the provision of Fire Services in said DISTRICT, under this Contract and shall have no further right to receive any Fire Protection Taxes collected by the COUNTY within the Fire Protection District.

- 11. WORKER'S COMPENSATION INSURANCE. The DEPARTMENT will be responsible for payment of workers compensation insurance premiums.
- OPERATIONS DEFICIENCIES. The DEPARTMENT shall provide notice to the Macon County Fire Marshal of any facility, equipment or operations deficiencies (collectively "Operations Deficiency") which have surfaced as a result of any inspections conducted by any agency, such as the North Carolina Department of Insurance or the Insurance Services Office. The COUNTY may, in its discretion, withhold all funds payable to the DEPARTMENT pursuant to this Contract as long as the North Carolina Department of Insurance, the Insurance Services Office or the COUNTY holds the DEPARTMENT to be in Operations Deficiency. The COUNTY, in its discretion, has the right to terminate this Contract immediately if the DEPARTMENT fails to remedy any Operations Deficiency within a reasonable time, in no case later than eight (8) months from the date the DEPARTMENT was made aware of the Operations Deficiency(s). If this Contract shall terminate without such Operations Deficiencies being corrected, the DEPARTMENT shall have no further interest in or claim upon the funds withheld.
- 13. <u>AMENDMENT TO CONTRACT.</u> This Contract may only be amended by written agreement of the parties.
- 14. <u>EFFECTIVE DATE.</u> This Contract shall become effective as of the date on which the last party executes this Contract.
- 15. <u>APPROVAL BY DEPARTMENT.</u> The DEPARTMENT represents by the execution of this document by its President that this instrument has been duly approved by the DEPARTMENT.
- 16. <u>SEVERABILITY</u>. If any clause, paragraph, or part of this Contact is determined to be void or unenforceable by a Court of competent jurisdiction, the remainder of this Contract shall remain in full force and effect.
- 17. <u>INDEPENDENT CONTRATOR</u>. The DEPARTMENT understands and agrees that, in entering into this agreement and providing services, it is acting as an independent contractor; neither the DEPARTMENT nor its employees, members or personnel shall be deemed or construed to be employees of the COUNTY.
- 18. INDEMNITY AGREEMENT. The DEPARTMENT shall indemnify and save the COUNTY harmless from any and all liability and expenses including attorney's fees, court costs and other costs incurred by COUNTY which are caused by the negligence of the DEPARTMENT, its agents, members, employees and personnel, to the extent of the DEPARTMENT's insurance coverage. For this reason, the DEPARTMENT shall procure all insurance coverages stated in paragraphs 1, 2, 6 and 7 of Exhibit A, attached (paragraphs 3, 4 and 5 are optional), and shall cause the COUNTY to be named as an "Additional Insured" for liability coverage on all policies procured.

- 19. <u>ASSIGNMENT.</u> This Contract may not be transferred or assigned by the DEPARTMENT without the prior written consent of the COUNTY.
- 20. <u>PRIOR CONTRACTS TERMINATED.</u> All prior Contracts for fire protection entered between the DEPARTMENT and the COUNTY shall be deemed terminated as of the effective date of this Contract and this Contract shall be deemed to supersede any prior Contracts or other agreements.
- 21. <u>NO WAIVER.</u> Failure of the COUNTY to enforce any of the provisions of this CONTRACT at any time, or to request performance by the DEPARTMENT pursuant to any of the provisions of this Contract at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Contract, or any part therof, or the right of the COUNTY to enforce each and every provision.
- 22. <u>COMPLIANCE WITH LAWS, RULES and REGULATIONS.</u> The DEPARTMENT shall comply with all applicable federal, state and local laws, rules, and regulations. Failure to do so will be grounds for immediate termination of this Contract.
- 23. <u>MINIMUM PERFORMANCE STANDARDS</u>. The following minimum performance standards are agreed to by the COUNTY and the DEPARTMENT and are a part of this contract:
  - A. <u>DISPATCHING PROTOCOLS:</u> Each DEPARTMENT shall comply with the COUNTY dispatching protocols.
  - B. <u>PERSONNEL (ON SCENE)</u>: Each Fire Department should have an adopted standard operating guideline that addresses the appropriate number of firefighters needed on all type fire calls. A current, valid copy of the Fire DEPARTMENT's guideline should be kept on file with the Macon County Fire Marshal's Office. Each Fire Department should have the goal of placing sufficient personnel on the scene when making initial attack on all structure fire calls or when responding to other emergency situations.
  - C. <u>TRAINING:</u> Each Fire Department shall meet the minimum standard training requirements set forth by the State of North Carolina and the COUNTY where applicable for providing Fire and Rescue services.
  - D. <u>FIRE INVESTIGATIONS:</u> The Fire Department officer in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge can not determine the origin and cause of the fire or if the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Macon County Fire Investigation Support Team, the Macon County Fire Marshal's Office and/or the appropriate law enforcement agency to assist.

- E. <u>RECORDS:</u> Each Fire Department shall keep all records on site or easily accessible for at least five (5) years.
- F. MEDICAL FIRST RESPONDER: Each Fire Department may choose to participate in the County Medical First Responder Program. Participation is fully voluntary. However, each Fire Department which participates in the program shall conform to the Macon County First Responder policies and procedures.
- G. <u>EMERGENCY DISASTER RESPONSE</u>: Each Fire Department shall follow the Macon County Emergency Operations Plan when responding to an emergency disaster.
- H. <u>STATE OF EMERGENCY:</u> The COUNTY may request the Fire Departments to assist with other life saving and property protection measures as necessary during a State of Emergency. All operations shall be in accordance with the Macon County Emergency Operations Plan and Macon County Emergency Management Ordinance.
- 24. FEES FOR SERVICE. A service fee may be charged for false and frivolous residential or business fire alarm calls as follows: The first such alarm is free; the second such alarm will result in a letter being sent from the DEPARTMENT to the property owner requesting they correct the problem within ten (10) days; and such calls thereafter, within a twelve month period, may result in the DEPARTMENT charging the property owner a service fee. The DEPARTMENT may attempt to file a claim with an individual, insurance carrier, or other responsible party for reimbursement for consumable supplies or damaged equipment resulting from a hazardous materials incident when such expenses would place an undesirable financial burden upon the DEPARTMENT. The DEPARTMENT shall furnish other fire, rescue, medical or other such emergency protection action that they are trained and/or certified to provide without charge to all persons and property located in said DISTRICT in an efficient manner. This provision shall not prohibit the DEPARTMENT from entering into contracts with the Federal, State or local governments or utility companies for the provision of emergency protection services not inconsistent with the DEPARTMENT's duties under this Contract for a fee.
- 25. GOVERNING LAW. Unless otherwise specified, this Contract shall be governed by the laws of the State of North Carolina. All litigation arising out of this Contract shall be brought in the General Court of Justice in the County of Macon, North Carolina.
- 26. <u>HEADINGS</u>. The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 27. <u>NOTICES.</u> All notices which may be required by this Contract or any rule of law shall be effective when deposited in an official depository of the United States Postal Service or when received by hand-delivery as follows:

NORTH CAROLINA MACON COUNTY

MACON COONT I	
a North Carolina non-profit corporation, a corporation, the foregoing instrument was	Notary Public for Macon County, North  Heury  , personally came before me this day ate Secretary for Cullasaja Gorge Fire and Rescue, Inc., and that by authority duly given and as the act of the signed in its name by its President, sealed with its a herself) as its secretary foregoing on behalf of the
Witness my hand and official seal, the	his the 31 day of January, 2014.
OFFICIAL SEALS	Amanda B POLL, Notary Public Printed Name of Notary My Commission Expires: 9-24-16
NORTH CAROLINA MACON COUNTY	
acknowledged that they are the Chairman o Deputy Clerk to the Macon County Board of that by authority duly given and as the a instrument was signed by such Chairman of the	, Notary Public for Macon County, North te Decker, personally appeared before me this day and f the Macon County Board of Commissioners and the Commissioners for Macon County, North Carolina, and ct of Macon County, North Carolina, the foregoing the Macon County Board of Commissioners, sealed with to the Macon County Board of Commissioners.
Witness my hand and official seal, the	his the 22 day of January, 2014.
(OFFICIAL SEAL)	Panela F. Reng., Notary Public Printed Name of Notary My Commission Expires: 8-17-2014
Motor County  Mo	

### **EXHIBIT A**

### INSURANCE REQUIREMENTS

The DEPARTMENT shall take out and maintain during the term of the Contract, the following insurance coverages:

- 1. Comprehensive Automobile Liability Insurance providing limits of liability at least in the amount of \$1,000,000 combined single limits. Coverage shall be provided with a symbol "l" for liability. The policy shall also name volunteers and employees as insureds. The fellow member exclusion shall be removed. Automobile Collision and Comprehensive Insurance written on agreed value basis for all emergency vehicles except private passenger types. The agreed value shall be for the approximate replacement cost of the vehicles.
- 2. Comprehensive General Liability Insurance including coverage for personal injury, property damage, contractual liability, products and completed operations coverage, and pollution liability for emergency operations and training operations away from premises. Coverage shall be provided for intentional bodily injury and property damage. Policy shall include coverage medical malpractice, not limited to bodily injury and including the failures to render medical services. Policy is to include coverage for failure to respond. Coverage shall also be provided for watercraft if any are owned. The limits shall be \$1,000,000 combined single limits per occurrence and \$2,000,000 aggregate limit.
- 3. An Umbrella policy shall be provided with limits of \$1,000,000 per occurrence and \$1,000,000 aggregate.
- 4. Directors & Officers coverage shall be provided with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall be included for Civil Rights violations and Employment Related Practices.
- 5. DEPARTMENT shall maintain Property Insurance under a "special cause of loss" form. The policy shall be written on a replacement cost basis with a guaranteed replacement cost endorsement on the building(s). All portable equipment shall be insured on a replacement cost basis with a guaranteed replacement cost endorsement attached.
- 6. The DEPARTMENT shall name the COUNTY as an additional insured for liability purposes only on all policies. The DEPARTMENT shall furnish the COUNTY with Certificates of Insurance annually.
- 7. Because the DEPARTMENT is receiving tax dollars or grant funds from the COUNTY, the DEPARTMENT shall maintain a Blanket Fidelity Bond in the amount of at least \$100,000.

## EXHIBIT B

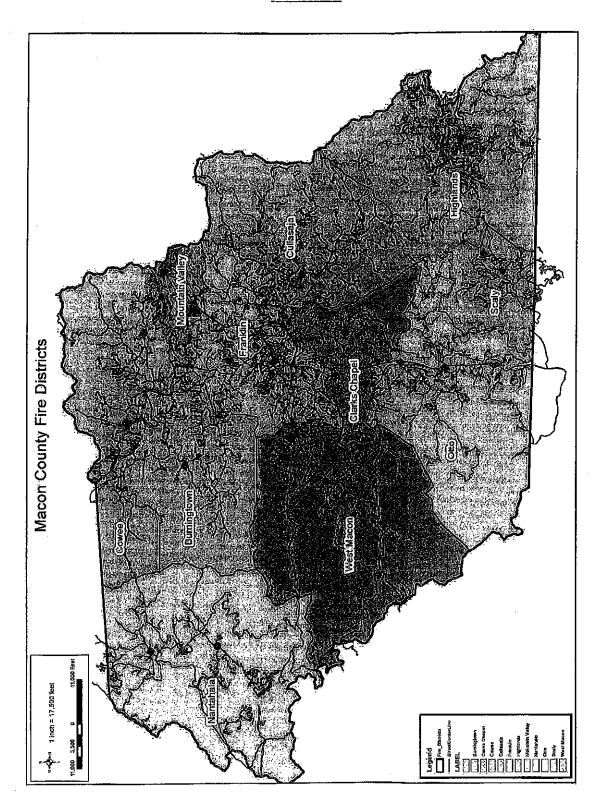
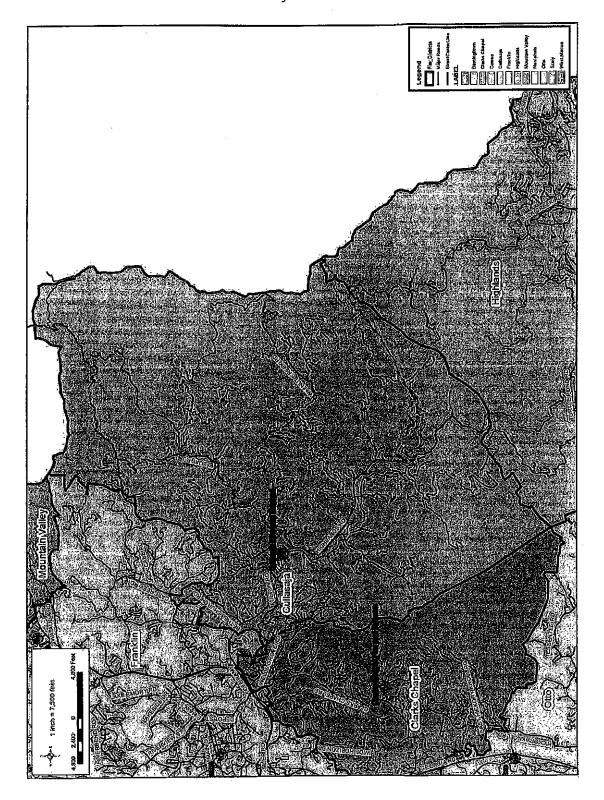


EXHIBIT B-1 Cullasaja Fire District



**MEETING DATE: October 8, 2019** 

**DEPARTMENT/AGENCY: EMS** 

**SUBJECT MATTER:** Nantahala Health Foundation Grant Request

**COMMENTS/RECOMMENDATION:** 

Request approval for submission of a grant request to the Nantahala Health Foundation to replace/upgrade several pieces of equipment for EMS.

Attachments	X	Yes	 No

Agenda Item 11D

#### Nantahala Health Foundation

#### Organization Information

Organization Name Macon County EMS

Legal Name Macon County EMS

Tax ID 56-6000930 Annual Budget 4006698.00

Year of Incorporation

1979

Mission Statement

Macon County Emergency Medical Services shall strive to provide the most effective out-of-hospital emergency medical care possible, to provide rapid access to such service, and provide for the safety of the citizens of Macon County and those passing through our community.

Address

104 E, Main Street

City Franklin

State NC

> Zip Code 28734

#### Website

http://www.maconnc.org/ems.html

#### **Brief History**

Macon County assumed the operations of Emergency Medical Services in the Franklin area on July 1, 1979. We assisted the Highlands Fire Department with operating their EMS division beginning in 1981 and assumed full responsibility of EMS for the Highlands area on July 1, 1984. EMS operations in Nantahala was then assumed by Macon County on August 1, 1998. All of Macon County EMS went to Paramedic level service in 1996.

We currently have 40 full-time employees with one 24 hour Paramedic crew in Highlands and Nantahala and three 24 hour Paramedic crews in Franklin along with a 24 hour Paramedic supervisor in a quick response vehicle based in Franklin to support all of our crews. Our annual call volume is approximately 6,500.

#### **Contact Information**

Organization Primary Contact

Prefix First Name
 Warren

Last Name
 Cabe

Title
Director of Emergency Services

E-mail
wcabe@maconnc.org

Office Phone
828-349-2067

#### Request Primary Contact

Same as Organization Primary Contact

No

Prefix First Name

Todd

Last Name Doster

Dosco

Title

EMS Coordinator

E-mail

tdoster@maconnc.org

Office.Phone 828-349-2548 **Organization Demographics** 

Staff Composition in annual numbers

Paid Full Time Staff

40

Paid Part Time Staff

27

Volunteers

0

Interns

0

Other Staff

1

Other Staff Explanation

We have an administrative assistant shared by other Emergency Services departments within the county.

Total Staff

Click the icon to calculate

68.0000

#### **Request Information**

#### Request Information

Request Amount 100150.00

Summarize the Purpose of Request (5 sentences or fewer)

A greater demand is being placed on EMS agencies when it comes to technology. We are acquiring and transmitting electrocardiograms (ekg) and digital communications are becoming more required. The purpose of this request is to upgrade and replace our current laptop computers, install a more stable wireless access point in our vehicles, replace one of our aged cardiac monitors and to acquire equipment and supplies to enhance our care to pediatric patients and training program at our agency.

Project Start Date

12/1/2019

Project End Date 6/30/2020

Organization Overall Goals and Objectives

Goals:

- -Provide the highest quality prehospital emergency care
- -Ensure staff are well trained and equipped
- -Provide for safe and efficient transport of patients
- -Equip our fleet of ambulances with equipment to accomplish our goals in a safe and efficient manner

Objectives:

We place a high priority on the education and training of our staff. We recently restructured our staffing model so that we now have a Field Training Officer (FTO) on every shift. We encourage and support our staff in seeking additional educational opportunities through conference and workshop attendance. Almost 30% of our Paramedic staff have attained Critical Care Paramedic Transport certification through the University of Maryland, Baltimore College.

We work to ensure that our ambulances and processes are safe and efficient for both patients and our staff. We strive to foster relationships with our local medical providers and hospitals to ensure we are providing the highest level of care to our patients. We participate in committees that work to find solutions to our area's challenges concerning access to healthcare. We work closely with our regional specialty centers to ensure that patients experiencing serious medical conditions such as Stroke and Heart Attacks as well as injuries are delivered to the most appropriate facility. These extended transports benefit from enhanced technology we are seeking to acquire through this funding opportunity.

Description of current programs and activities. Please emphasize major achievements of the past two years.

We staff five Paramedic Level ambulances and one Paramedic quick response vehicle 24 hours per day. We work closely with all eleven county Fire Departments who all provide First Responder services to assist our crews.

Our Community Care Paramedic program has five specially trained senior Paramedics that provide home visits to program enrollees. The goal of this program is to help patients manage their medical conditions at home, improving their quality of life and appreciating significant cost savings by avoiding costly hospital Emergency Room visits. The Program was recognized by the North Carolina Division of Aging and Adult Services by being presented the Edwald B. Busse Award. The Busse Award was established "to recognize an individual or organization that has had a significant impact on enhancing the health status of older North Carolinians through efforts to direct health-related policies and/or to provide leadership in developing innovative solutions to health care problems." The award is named for Dr. Ewald W. Busse, who was president emeritus of the North Carolina Institute of Medicine and a founding director of the Duke University Center for the Study of Aging and Human Development.

In 2017 Macon County EMS received the Southwestern Community College EMS Service of the Year award for the third year running. This award is voted on by the graduating Paramedic class based on their experience while performing clinical ride-alongs with EMS agencies in our area. This shows our passion and dedication to the future of our profession.

Eight of our Paramedics became the first to be trained in Crisis Intervention Techniques in the western part of the state.

We have provided CPR and First Aid training to several area churches.

Description of formal and informal relationships with other organizations.

We partner with various allied health care providers to achieve our goals. These include area hospitals and primary care physicians where we receive referrals into our Community Care Paramedic program. We participate in a group that focuses on a demographic of patients that are identified as High Utilizers of Emergency Department resources to identify patients we may help manage their healthcare at home and avoid unnecessary hospital visits. We also participate in another group that addresses patients with frequent hospital readmissions. We partner with local Mental and Behavioral Health Providers to address substance abuse and medication compliance in this demographic of patients. We also lead a post-overdose follow-up program. We work closely with Macon County Transit to assist patients with transportation for follow-up appointments to ensure they continue to receive the care they need. We also participated in a Life Skills Class through the Union Academy where various community leaders and organizations provided sessions related to successful transition to adult life to at risk youth. We also partner with Southwestern Community College to provide American Heart Association Basic Life Support (CPR) and First Ald Training to community and civic organizations at a reduced cost,

Describe the community and/or agency needs or problems this effort will address,

Our agency has a significant need in upgrading and/or replacing technology and equipment in order to continue to provide optimal care and to communicate with destination hospitals and our dispatch center. Our wireless access points in our vehicles are a consumer grade product that falls to meet the demands of a public safety agency. Our laptop computers have exceeded their life expectancy and encounter failures that our IT department can no longer repair. We have an inventory of thirteen cardiac/patient monitors we maintain, however many of these units are over 6 years old and we need to implement a capital replacement plan to begin replacing these aging units. Our community Care Paramedic program is in need of a more robust charting system to better maintain records of the program's patients. Due to state mandated protocol changes related to the care of children, we are needing to upgrade our pediatric care system protocol books and also hope to acquire a digital app so all crew members will have immediate access to information, helping to avoid treatment errors in this fragile demographic of patients. Finally, we have a need to upgrade our training department with an updated library of textbooks and replace well-used training equipment.

Goals and Objectives of project.

- 1. Acquire public safety grade fixed vehicle application LTE routers for EMS vehicles to provide a stable and more effective wireless access for our data transmission.
- 2. Replace our aged laptop computers with the necessary technology required to accomplish our intended goals in a more efficient manner.
- 3. Institute a replacement plan for our cardiac monitors.
- 4. Acquire a charting system for our Community Care Paramedic Program
- 5. Update pediatric treatment system protocol books and acquire digital app for all employees
- 6. Acquire needed equipment and supplies to maintain and enhance our training program.

Timetable for accomplishing stated goals and objectives.

Fiscal year 2019-2020

#### Program Methodology

The methodology supporting the technology and capital equipment replacement portion of our request is the documentation related to the increasing expense of maintaining the current units in our inventory and the limited useful range of our current mobile wheless network.

Our IT department has indicated to us that future failure of our current laptops will result in them being removed from service as they have passed their expected useful life, they are obsolete as far as specifications and the cost of repair exceeds their value.

Through routine maintenance and a rotation policy, we already employ processes to extend the serviceable life of our cardiac monitors to achieve a maximum return on these investments. We still have recognized an increased need for factory service due to normal wear and tear from frequent use.

Our Community Paramedics currently use a documentation program that was created and donated by a local entrepreneur. This has served us well up to this point, however we experience difficulty in information sharing among allied healthcare providers and decreased efficiency.

The N.C. Office of EMS recently updated our protocols related to treating pediatric patients leaving us with printed protocol books that are in need of being updated.

Our N.C. OEMS approved teaching institution is in need of updated equipment and supplies.

#### Staffing for project.

Our current level of staffing will support the projects in this request.

#### Collaboration with other agencies

The LTE router and Laptop portion of this request has been coordinated with the Macon County TT department as well as the Macon County Emergency Services Radio Maintenance department to ensure this purchase will meet our current needs as well as our need into the future.

We work closely with our areas Fire Departments to ensure compatibility between our cardiac monitors and their AED's to help increase efficiency and hold down costs for both the departments and our patients.

The charting system for our Community Care Paramedic program will facilitate information sharing among our patients Primary Care Physicians and other allied healthcare providers.

We also work closely with area Community Colleges to enhance our knowledge, skills and abilities. We also provide opportunities for our staff to attend state and national conferences to ensure we are keeping up with trends in pre-hospital emergency care.

#### Sustainability plan for project.

This request will provide Macon County the funds needed to initiate this technology and capital equipment replacement program without sacrificing elsewhere in our operations. EMS continues to see increases in service demands related to equipment, vehicles and personnel which creates a funding conundrum finding balance with minimizing the financial burden to taxpayers while maintaining a level of service the community expects and deserves. The future presents many challenges for the EMS profession. The U.S. Department of Labor projects that the Job Outlook for EMTs and Paramedics will grow by 15% between 2016-2026. With many areas already citing staffing shortages, this will surely make for a competitive market. While Macon County EMS is solid on staffing currently, we are proactively looking to the future. We place a priority on our employees and our patients. We place high expectations on our crews however we also provide them with the tools and opportunities to exceed these expectations. To continue to achieve our goals, we must attract and retain good people. This is our mission and this project will help us to achieve this goal,

Geographical Area Served Select the primary counties served below Jackson (West-W5) Macon (West-W5)

Demographics of populations to be served by this Grant

Gender/Gender Identity of people served

Females (55%) Maies (45%)

Age Groups Served Infants (0-2) Children (3-9) Preteens (10-12) Adolescents (13-18) Young Adults (19-25) Adults (26-64) Seniors (65+)

#### Evaluation

#### Evaluation

Explain how you will measure the effectiveness of your activities.

Goal 1 - Acquire public safety grade fixed LTE routers for EMS vehicles.

We expect to see a marked decrease in the failure of the devices and increased usable range.

Goal 2 - Acquisition of new laptop computers for all EMS vehicles.

We expect to experience higher performance and decreased need for service as compared to that we currently experience from our aged units. We will be able to acquire digital signatures, eliminating the need to acquire signatures on paper forms that must then be scanned and imported into the patient chart. This will reduce cost and increase efficiency. Several vehicles are currently without a computer due to failure and insufficient funding to facilitate replacement.

Goal 3 - Replace Zoll x-series Cardiac Monitor

By reviewing maintenance and service records, we will begin a replacement of the most identified unreliable unit so that we will appreciate a decrease in the need for factory repair and related cost savings.

Goal 4 - Acquire Charting System for Community Care Paramedic Program

We will experience increased efficiency and exchange of information with allied healthcare providers.

Goal 5 - Purchase updated Pediatric Protocol Books and mobile app for all employees. Crews will be better equipped to treat pediatric patients and the mobile app will have lifesaving information easily accessible to all employees.

Goal 6 - Update our training equipment and supplies

Our Field Training Officers will be better able to train employees on new treatments and also allow all employees to refresh on their skills.

Describe your criteria for success.

Goal 1 - We will recognize a more stable wireless network allowing us to more reliably transmit patient data in emergency situations, to integrate with our communication center's Computer Aided Dispatch system, decrease the time system is "down" due to equipment failure and to experienced a wider usable range through the system's external mounted antennae.

- Goal 2 Decreased maintenance, increased efficiency by having the capability to capture electronic signatures in place of scanning and attaching paper forms and continued integration with our Communication Centers CAD system.
- Goal 3 Recognize a decrease in spending for equipment maintenance and increased reliability.
- Goal 4 Increased efficiency and better ability to exchange information.
- Goal 5 Provide crews with accurate information to increase efficiency and accuracy.
- Goal 6 Recognize benefit from updated equipment to allow all employees to maintain proficiency in knowledge, skills and abilities.

Describe the results you expect to have achieved by the end of the funding period.

- Goal 1 Equipment will be acquired and installed. We will experience a more reliable wireless network and increased ability to share information related to patient care in a timely manner without the equipment and service failure we currently experience.
- Goal 2 Every patient transport results in multiple documents being scanned and uploaded into a patient's chart. Patient charting will be less cumbersome for our crews since the forms will already be inside the chart with the electronic signature affixed. Our IT department will spend less time repairing our obsolete units.
- Goal 3 We will spend less time troubleshooting equipment failure and need to send units off for repair.
- Goal 4 Increases efficiency of Community Care Paramedics and increased satisfaction of allied healthcare providers through enhanced information exchange leading to better access to care for our patients.
- Goal 5 Crews will be more confident and efficient when treating ill and injured children.
- Goal 6 More proficiency from EMS providers. Increased knowledge among all employees leading to better patient care.

#### Attachments

#### Attachments - Click choose file then Upload on each attachment below

Audited financial statements

Audited financial statements for the last fiscal year, or Tax Form 990. If neither document is available, include most recent financial statement.

Macon County - CAFR fye 06.30.18.pdf

Current year's operating budget

Current year's operating budget to include both projected expenses and revenues. Categorize expenses under gragram, general and administrative, and fundralsing.

Operating Budget.pdf

Program budget with narrative

Nantahala Health Foundation-Request Budget with Narrative.pdf

Other Funding Sources

A Bist of foundations, corporations, or governmental agencies which funded the organization in the last fiscal year, including amounts contributed of \$1,000 and above.

Funding Organizations.pdf

Verification of the organization's or fiscal agent's tax-exempt status under Section 501(c)3 and 509(a) of the İRS code. If using a fiscal agent, please include notarized Letter of Authorization.

IRS LTR 147C.pdf

Current Board of Directors list

Showing Executive Committee, Oirector employment affiliations and Board service term.

2019 Commissioners.pdf

Resume or Curriculum Vitae

Of organization's primary Leader,

Doster-CV\_2019.pdf

Latest annual report

Letter of Agreement

If the project for which funding is sought is a collaboration with other agendes, include letters of agreement specific to the project from each collaborating agency. Combine the letters of agreement into one pdf.

Letters of Support

Up to three signed letters of support from community leaders specific to the project request. Combine the letters of agreement into one of

#### Nantahala Health Foundation, Project Budget

	Item	Price ea	Qty	Extended cost
1	Fixed Vehicle application LTE Router	925.00	14	12,950.00
2	Dell Ruggedized Laptop	2,700.00	14	37,800.00
3	Zoll X-series cardiac monitor	37,500.00	1	37,500.00
4	ESO Solutions Community Care Paramedic Software	2,000.00	1	2,000.00
5	Handtevy Pediatric System Protocol Books & App	2,900.00	1	2,900.00
6	Training Supplies & Equipment	7,000.00	1	7,000.00
	Total Reques	st i		\$100,150.00

#### Item #1:

The Fixed Vehicle application LTE Router is a Public Safety rated device that will be mounted in each EMS vehicle in our fleet. The Router will replace a consumer grade Wi-Fi hotspot that currently plugs into a 12v (cigarette lighter) port in the vehicle. Our current units continuously overcharge and damage the battery and unit. They also lack an external antenna which greatly limits their usable range. The router is used to send patient data wirelessly to receiving facilities, to a secure server where the information is imported into the patient care record and we also utilize the "Wi-Fi" to connect to our CAD (computer aided dispatch) center.

#### Item #2:

Our current laptop computers have exceeded their usable life. We use the laptops to complete patient care reports and to integrate with the CAD system. With these new touch screen devices, we will also be able to capture signatures electronically on disposition forms, billing forms and other documentation. This will increase our workflow and alleviate the need to acquire signatures on paper forms which must then be scanned and attached to the patient care report after the fact. This will also reduce our cost since we will not require the printed forms.

#### Item #3:

We currently have thirteen cardiac monitors/defibrillators. These monitors are among the most advanced prehospital patient monitoring devices available on today's market, providing us the ability to perform 4 and 12 lead ecg, monitor blood pressures, oxygen saturation, end-tidal carbon dioxide levels, carbon monoxide levels and temperature. Annually, we purchase an extended warranty and preventive maintenance service for each monitor. We do not currently have the ability to implement a replacement plan on these devices. Some of the units have been in service for over 6 years. With their high replacement cost, replacing multiple units simultaneously would create a significant burden. This award will facilitate the replacement of one of these aging units.

#### Item #4:

Our Community Care Paramedic program currently completes their documentation through a secure program that was developed and donated to us by a local entrepreneur. While this program has served

us well since the programs' inception in March of 2015, it is an understatement to say that we have outgrown its capacity. This new software would also allow for better information sharing with our patients primary care physician and other allied healthcare providers.

#### Item #5:

We purchased a Pediatric Resuscitation System developed by Dr. Peter Handtevy. This comprehensive system is a platform that is customized to our approved protocols and has all medications and equipment organized by patient size & weight. This system is supported by peer reviewed research which showed a 3 fold reduction in errors when the system was used. Due to a change to our N.C. Approved Protocols, our systems printed guides are in need of updating. We also desire to purchase the mobile application for our crews so that they have the information at their fingertips. This request will update all 15 of our printed guidebooks and a mobile app for all of our employees.

#### Item #6:

We have a need to update our library of textbooks and a need to purchase updated training equipment. This equipment would be used in our N.C. Office of EMS Approved EMS Teaching Institution to provide in-service training to our crews and also to purchase American Heart Association approved CPR manikins so that we may continue to provide CPR training to area Churches, Civic Groups, volunteer organizations and the general public at little to no cost.

## MACON COUNTY BOARD OF COMMISSIONERS

## **AGENDA ITEM**

**MEETING DATE: October 8, 2019** 

**DEPARTMENT/AGENCY: Tax Office** 

**SUBJECT MATTER:** 

Discussion concerning appointment of Tax

Administrator

### **COMMENTS/RECOMMENDATION:**

After 35 years of service as the Macon County Tax Administrator, Richard Lightner is retiring. He will be requesting that the Board of Commissioners consider appointing Mrs. Abby Braswell as Tax Administrator upon his retirement, to fulfill the remainder of his term, which expires on January 1, 2021.

Abby is a 15 year employee of the Macon County Tax Office, and is certified as both a tax assessor and tax appraiser by the North Carolina Department of Revenue.

Attachments	Yes _	_X_	No
Agenda Item 11E			

## MACON COUNTY BOARD OF COMMISSIONERS

## **AGENDA ITEM**

**MEETING DATE: October 8, 2019** 

**DEPARTMENT/AGENCY:** Tax Office

**SUBJECT MATTER: 2019 Tax Software update** 

## **COMMENTS/RECOMMENDATION:**

Tax Administrator Richard Lightner will provide an update to the Board on steps being taken by the Tax Office in preparation for the replacement of Macon County's current tax software system. The current system has been in operation since 1982.

Attachments _	<u>X</u>	Yes	 _ No
Agenda Item 1	1 <b>F</b>		

## 2019 Tax Office Software Update

Macon County has been on its present software since 1982, at that time, it was basic billing, collection, and land records software. It was developed as part of project with Orange County under the ownership of Fulcrum/Infocel. At one time, it was one of the largest software programs used in North Carolina for property tax. The programing was done in an engineering program language called Pic. Over the years the software was improved but never totally updated to a new modern software language or newer methods of a modern tax office function. The company was sold a few times over the years from Infocel to EDS finally to Keystone. All of the sales promised new and enhanced development, but all owners failed to provide a rewrite of the software and only did a conversion which had major limitations.

Macon County had chosen to keep its perpetual license to Keystone's Software and maintain it ourselves through Good-Pickin Software Solutions. At the time there were about nine counties doing this along with Macon County. At this current time, only Bertie, Jackson, and Macon have rights to maintain its software from Keystone. Also, Keystone has only two counties that it supports since two recently left.

Macon has had software and digital tablets in the field for the past ten years and only recently (2019) has any county been able to compare to Macon on field mobile units. Those counties are Union and Gaston.

Macon has seen its software become totally obsolete to what is required in today's assessment office. The program is written in an old obsolete programing language that cannot be converted or tied to newer programs. The required reports, tools, and correspondences are not available to the tax officials or end users without expensive manipulation of the data.

In order to carry out the upcoming 2023 Reassessment and future office requirements, I would like the Board of Commissioners to authorize the tax office to put out for bid a Request for Proposal (RFP) for new operating software to include; Tax Assessment, Tax Collections, Land Records, and Permitting. These bids should be ready for review and presented back to the Board of Commissioners in November 2019.

#### MACON COUNTY BOARD OF COMMISSIONERS

#### **AGENDA ITEM**

**MEETING DATE: October 8, 2019** 

**DEPARTMENT/AGENCY: Legal** 

**SUBJECT MATTER:** 

Contract for Services with the Community

Care Clinic.

#### **COMMENTS/RECOMMENDATION:**

County Attorney Chester Jones will provide a Contract for Services with the Community Care Clinic for consideration by the Macon County Board of Commissioners. This agreement comes following the September 10, 2019 decision by the Board to appropriate \$37,500 to the Community Care Clinic to assist with operations in FY 19-20'.

Attachments	X	_Yes .	 No
Agenda Item 1	1G		

## MACON COUNTY BOARD OF COMMISSIONERS

**AGENDA ITEM** 

**MEETING DATE: October 8, 2019** 

**DEPARTMENT/AGENCY: Sheriff** 

SUBJECT MATTER: Reject Bid #4310-09

#### **COMMENTS/RECOMMENDATION:**

Bids received for in-car and body camera systems to be used by the Macon County Sheriff's Office failed to be in compliance with the request for proposals issued by Macon County. As a result, the bids which were received must be rejected and the project must be rebid.

Attachments	Yes .	X	_No
Agenda Item 11	Н	,	·

## MACON COUNTY BOARD OF COMMISSIONERS AGENDA ITEM

**MEETING DATE: October 8, 2019** 

**DEPARTMENT/AGENCY: Finance** 

SUBJECT MATTER: Occupancy Tax Penalty Waiver Request

**COMMENTS/RECOMMENDATION:** 

Frank Myatt is requesting for occupancy tax penalties which were previously assessed upon his property (Carolina Motel) to be waived.

Attachments X Yes No

Agenda Item 11I



#### Carolina Motel

#### 2601 Georgia Road

#### Franklin, North Carolina 28734

877-524-3380

September 19, 2019

Macon County Board of Commissioners
Macon Count Finance/ Kim Camp, Accounting Specialist
5 West Main Street
Franklin, North Carolina 28734

RE: Account #79F—Occupancy Taxes-Carolina Motel

Dear Sirs,

We would respectfully like to request a waiver on the tax penalties for the above mentioned account.

If you would be so kind as to review our record of payment you will note that we have diligently made our payments in a timely manner. On this occasion when our accountant sent the approval via email to us it went into our spam folder and was unfortunately overlooked.

We will make every effort in the future to be more observant of this matter.

Respectfully yours,

Frank C. Myatt/ Owner

#### MACON COUNTY BOARD OF COMMISSIONERS

#### **AGENDA ITEM**

**MEETING DATE: October 8, 2019** 

**DEPARTMENT/AGENCY: N/A** 

SUBJECT MATTER: Consent Agenda

#### COMMENTS/RECOMMENDATION:

- 12A. Minutes of the September 10, 2019 Regular meeting
- 12B. Budget Amendment #74 South Macon Elementary School Pre-K Playground Equipment
- 12C. Budget Amendments #75-81
- 12D. Budget Amendments# 84-85. Following approval, Authorize County Manager to enter into appropriate agreement with Highlands Performing Arts Center.
- 12E. Tax Releases in the Amount of \$2,166.34 for the month of September
- 12F. Tax Office Monthly Report
- 12G. Macon County Public Health billing guide and fee changes FY 19-20'
- 12H. Brantley Construction Change Order #2 South Macon School

Attachments	X	Yes	N
Agenda Item 13	2A-12H		

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AMENDMENT#

DEPARTMENT

74
South Macon Elementary School Expansion Project

Transfer funds from contingency to purchase pre-k playground equipment. **EXPLANATION** 

ACCOUNT		DESCRIPTION	INCREASE	DECREASE
464097	592010	FURNITURE/EQUIPMENT	17,929	
464097	579000	CONTINGENCY		17,92
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REQUESTED BY DEPARTMENT HEAD Allison GuyAN - SME Principal	
RECOMMENDED BY FINANCE OFFICER TO MICHOELE	
APPROVED BY COUNTY MANAGER	
ACTION BY BOARD OF COMMISSIONERS /0/8/19 mesting	
APPROVED & ENTERED ON MINUTES DATED	
CLERK	



11515 Vanstory Drive, Suite 100 - Huntersville, NC 28078 P: 1-800-459-7241 F: 704-584-1034

#### QUOTE

Date	Quote#
9/13/2019	PWCQ15681
-	

Quote valid for 30 days.

#### Bill To:

#### South Macon Elementary School

Allison Guynn 855 Addington Bridge Road Franklin, NC 28734

P: (828) 369-0796

F:

Allison.guynn@macon,k12.nc.us

#### Site/End User:

#### South Macon Elementary School

Allison Guynn 855 Addington Bridge Road Franklin, NC 28734

P: (828) 369-0796

F:

Allison.guynn@macon.k12.nc.us

#### Ship To:

#### South Macon Elementary School

Allison Guynn 855 Addington Bridge Road Franklin, NC 28734

P: (828) 369-0796

F:

Allison.guynn@macon.k12.nc.us

50% Deposit Required. See Terms and Conditions

Ship Via	Sales Representative	Prepared By
BEST METHOD	George Burton	George Burton

Qty.	Item #	Description	Unit Price	Ext. Price
1	PSD-1102-FTD	Tunnel Junction	\$11,278. <b>0</b> 0	\$11,278.00
	QWDISCPW	10.0% Discount SOURCEWELL DISCOUNT		-\$1,127.80
		SOURCEWELL: Playworld Contract # 030117-LTS Macon County Member ID# 114139		
		COLORS: See Design Rendering 19-2587A Color Rev		
23	APS-Border12*	12" Playground Border with Spike	\$35.00	\$805,00
1	APS-ADAHalfRam	ADA Half Ramp System for use with 8" or 12" borders	\$600.00	\$600.00
30	EWF-Zeager	Zeager Mulch Engineered Wood Fiber ASTM, IPEMA Certified ADA Accessible (Priced per cubic yard)	\$15.10	\$453.00
1	Geotextile Fabric	Geotech Fabric (Priced per roll)	\$165.00	\$165.00
1	Install-EQ	Installation of Equipment  **Unless noted, pricing is based on a flat, level, accessible area.	\$3,820.00	\$3,820.00

\*\*Does not include grading, fence removal, equipment removal or disposal. SCOPE of WORK: Price includes installing all playground equipment, GeoTech Fabric (weed guard), EWF Playground -grade mulch, border timbers and ADA 1/2 Ramp.

"Unless otherwise indicated, installation cost is based on a level (1-2%) and ready site with normal ground conditions. Extraordinary ground conditions, such as slope (3% or greater), buried debris, natural obstructions which require extra attention (such as rock, unmarked service and/or irrigation lines, etc.), repair and/or special digging equipment during installation, will result in additional charges and time. All excavated dirt will be piled or spread on site.

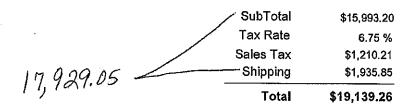
"This estimate is based on reasonable access for any trucking, machinery/equipment, material, parking for tradesmen, installs, clean up and demolition.

"Some site disruption can be expected due to construction traffic. Site repair is limited to cleaning up and raking out disturbed area. Any ground or yard rutting caused by equipment vehicles will be raked or shovel filled with available dirt on site. Any mud or dirt left on pavement/sidewalks will be flat shoveled or broom swept. The estimate does not include finish landscaping (i.e. new dirt, seed, straw, or sod).

"Unless otherwise noted, trash will be stacked neatly on site OR be placed in the site's dumpster.

"Permitting fees/zoning fees are not included in this proposal, and if required, will come at an additional cost.

"Playworld Preferred will call 811 to locate any PUBLIC underground utility lines. It is the responsibility of the Customer to incur cost and arrange for a PRIVATE utility locator as a safe-guard in case it's believed that the playground area have any PRIVATE lines running through it. Any costs associated with repairing utility lines damaged by installer that were not marked will be the responsibility of the Customer.



MACON COUNTY BUI AMENDMENT # DEPARTMENT EXPLANATION		MENT EMS			
COUNT		DESCRIPTION	INCREASE	DECREASE	
113850	445807	DONATIONS-EMS	50,000		
114370	569502	CAPITAL EQUIPMENT	50,000		
		· · · · · · · · · · · · · · · · · · ·			
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RECOMMENDED BY FINANCE OFFICER

APPROVED BY COUNTY MANAGER

ACTION BY BOARD OF COMMISSIONERS

APPROVED & ENTERED ON MINUTES DATED

CLERK

PARTME	ARTMENT EMS				
PLANATIO	N	Appropriate grant received from Homeland Security-Assistance to Firefi	ghters Grant program	ı to purchase	
		3 power lift systems for the front line ambulances.			
COUNT		DESCRIPTION	INCREASE	DECREASE	
113850		HOMELAND SECURITY-AFG 97.044	69,955		
114370	569502	CAPITAL EQUIPMENT	69,955		
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		COMMISSIONERS /D/8/19 manths			

DEPARTMENT: HEAEXPLANATION:	JDGET AMENDMENT  LTH  Received new grant monies (Opiod/RCC) get in expenditures and revenue.	ORP Grant).	
ACCOUNT	DESCRIPTION	INCREASE	DEODEAGE
115128-555124	Opioid Consortium - Federal	60,000	DECREASE
113511-426010	Opioid Consortium - Federal	60,000	
REQUESTED BY DEPART	IMENTHEAD Carmine Rocco		
RECOMMENDED BY FIN	ANCE OFFICER Secretal	(	·
APPROVED BY COUNTY			
ACTION BY BOARD OF C	COMMISSIONERS 10/8/19 Ma	ecting	

APPROVED AND ENTERED ON MINUTES DATED

**CLERK** 

MACON COUNTY	<b>BUDGET AMENDMENT</b>
AMENDMENT <u>#</u>	
	— 18

Date:

9/25/2019

DEPARTMENT: HEALTH

EXPLANATION: Using Medicaid Cost Settlement funds to cover the purchase of computers, replenishing contingency money used for Smart Start.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113511-438551	Medicaid Cost Settlement Funds	\$ 12,000.00	
115110-556005	Admin- Computer Supplies	\$ 6,000.00	
115110-555106	Admin - Contracted Services	\$ 6,000.00	

REQUESTED BY DEPARTMENT HEAD (SO PU C. KOCCO diversion)
RECOMMENDED BY FINANCE OFFICER LOWER LAND
APPROVED BY COUNTY MANAGER
ACTION BY BOARD OF COMMISSIONERS 10/8/19 meeting
APPROVED AND ENTERED ON MINUTES DATED
CLERK

MACON	COUNTY	BUDGET	<b>AMENDMENT</b>

September 10, 2019

AMENDMENT #	-J9		
FROM: FINANCE	•		•
DEPARTMENT: EXPLANATION:	SOCIAL SERVICES Increase in allocation		
	DESCRIPTION	INCREASE	DECREASE
11-3561-4389-03	CRISIS FUNDS	\$9,268	:
11-5314-5675-12	CRISIS INTERVENTION	\$9,268	
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		20	
REQUESTED BY DEI	PARTMENT HEAD	Q - J	
RECOMMENDED BY	FINANCE OFFICER SO	unto	<u>C</u>
APPROVED BY COU	NTY MANAGER		
ACTION BY BOARD	OF COMMISSIONERS /O/2	8/19 mei	ting
APPROVED AND EN	TERED ON MINUTES DATED		
<u>CLERK</u>			

MACON COUNTY B AMENDMENT #	UDGET AMENDMENT				
FROM: M. CHRIS ST					
	DEPARTMENT: SOLID WASTE EXPLANATION: MOVING MONEY FOR INSURANCE SETTLEMENT				
	DESCRIPTION	INCREASE	DECREASE		
60 4715 556011	OPERATING	516.			
60 3839 485000	INSURANCE SETTLEMENT	516.			
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<u> </u>	0		L.,		
REQUESTED BY DEE	PARTMENT HEAD Chris S	tal/fc			
RECOMMENDED BY	PARTMENT HEAD Chris S FINANCE OFFICER KAN	instal	<u> </u>		
APPROVED BY COU	NTY MANAGER	-			
ACTION BY BOARD	OF COMMISSIONERS 10/8	1,9 mee	tins/		
APPROVED AND EN	TERED ON MINUTES DATED				

**CLERK** 

MACON COUNTY	<b>BUDGET</b>	<b>AMENDMENT</b>
AMENDMENT <u>#</u> _		

DEPARTMENT: HEALTH Need to roll 2018-2019 unexpended ECU funds into current FY. Date: 9/10/2019

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
115168-565008	ECU Telepsych	\$ 12,338.00	
113511-438549	ECU Telepsych	\$ 12,338.00	
110011-400040	1200 Telepsych	φ   12,000.00	
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REQUESTED BY DEPARTMENT HEAD ( lessone Tylosco
RECOMMENDED BY FINANCE OFFICER GULLET
APPROVED BY COUNTY MANAGER
ACTION BY BOARD OF COMMISSIONERS 10/8/19 meeting
APPROVED AND ENTERED ON MINUTES DATED
CLERK

AMENDME	NT#	GET AMENDMENT			
DEPARTME	NT	Economic Development Fund			
EXPLANATI	ON	Reverse appropriating economic development fund b	alance for Highlands	Performing Arts C	enter that
		was approved at the August 13, 2019 board meeting.		<u> </u>	
			·		
ACCOUNT		DESCRIPTION			
119200	F7F000	DESCRIPTION		INCREASE	DECREASE
113981		SPECIAL APPROPRIATIONS			30,000
113901	981020	TRANSFER FROM ECON DEV			30,000
202040	447000				<u> </u>
203840		ECON DEV FUND BALANCE			30,000
209000	981011	TRANSFER TO GENERAL FUND	_		30,000
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REQUESTED	BY DEPART	MENT HEAD	<del></del>		
		ANCE OFFICER Sum ttall			·
APPROVED B				···	······································

REQUESTED BY DEPARTMENT HEAD	
RECOMMENDED BY FINANCE OFFICER SAMM Hay IS	
APPROVED BY COUNTY MANAGER	
ACTION BY BOARD OF COMMISSIONERS	
APPROVED & ENTERED ON MINUTES DATED	
CLERK	

EPARTME	NT .	GET AMENDMENT \$5  Economic Development Fund			
XPLANATIO	N	Appropriate general fund balance for Highlands Perfor	ming Arts Center.		
CCOUNT	F75000	DESCRIPTION		NCREASE	DECREASE
119200		SPECIAL APPROPRIATIONS		30,000	
113840	41/900	FUND BALANCE APPROPRIATED		30,000	<u> </u>
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QUESTED (	BY DEPART	MENT HEAD			
		ANCE OFFICER GUINCTON		· · · · · · · · · · · · · · · · · · ·	
****		MANAGER			

CLERK

10/01	/19	-			Detail Transact	cions by Gi	coup						RTC02030
Group	Number R	EL*19*09	$\supset$		Abatement	FE==== # # = =		C 3 E 2 E 2 E 2 E E		======	==== Effe	======= ctive Da	****** te 09/03/1
Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Lévy Amount	Penalty Amount		Interest Amount	Disent Amount	Trn Cde	Check Number	Trans Rev Descriptn
7	09/05/19	37083	18A0009811633	G01 A0	11.34~ 5.00-	11.34-	0.00	5.00-	0.00				
***		BISSETTE	, BETTY		16.34-	11.34-	0.00	5.00-	0.00	0.00	R	CLERICA	
12	09/12/19	59196	10A59196.12	G01 F01 L01	32.84- 3.53- 72.00-	32.84- 3.53-	0.00 0.00 0.00	72.00-	0.00 0.00 0.00				
***		BURGESS,	JANET LOUISE		108.37-	36.37-	0.00	72.00-	0.00	0.00	R	CLERICA	
13	09/12/19	59196	09A59196.12	G01 F01 L01	31.07- 3.53- 60.00-	31.07- 3.53-	0.00 0.00 0.00	60.00-	0.00 0.00 0.00				
***		BURGESS,	JANET LOUISE		94.60-	34.60-	0.00	60.00-	0.00	0.00	R	CLERICA	
5	09/05/19	15530	18A0000702292	G01 A0	30.01- 5.00-	30.01-	0.00	5.00-	0.00				
***		CABE, G	N HEIRS		35.01-	30.01-	0.00	5.00-	0.00	0.00	R	CLERICA	
14	09/13/19	136899	19A6582372262	G01 F02	93.68- 20.05-	93.68- 20.05-	0.00		0.00				
***		COOK, DA	NNY		113.73-	113.73-	0.00	0.00	0.00	0.00	R	CLERICA	
L	09/03/19	136475	19A7530954133	G01 F10 H01	84.83- 6.79- 35.43-	84.83- 6.79- 35.43-	0.00 0.00 0.00		0.00 0.00 0.00				
***		FLOURNOY	, ROBERT T.		127.05-	127.05-	0.00	0.00	0.00	0.00	R	CLERICA	
2	09/03/19	134369	19A6518334099	G01 F09	172.81- 32.56-	172.81~ 32.56-	0.00		0.00 0.00				
***		GARRETT,	CHESTER MICHAEL		205.37-	205.37-	0.00	0.00	0.00	0.00	R	CLERICA	
.7	09/25/19	64211	19A64211.14	G01 H01 F10	1.14- 0.48- 0.09-	1.14- 0.48- 0.09-	0.00 0.00 0.00		0.00 0.00 0.00				
**		GREATAME	RICA LEASING		1.71-	1.71-	0.00	0.00	0.00	0.00	R	CLERICA	
.8	09/25/19	64211	19A64211.12	G01 F01	0.17- 0.02-	0.17- 0.02-	0.00 0.00		0.00				
**		GREATAME	RICA LEASING		0.19-	0.19~	0.00	0.00	0.00	0.00	R	CLERICA	
.5	09/24/19	68622	19A6590058518	G01	168.62-	168.62-	0.00		0.00				

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3/01/19 ========			****	Detail Transactions by Group								RTC020303	
oup Numbe	REL*19*09			Abatement		4.02222	=======	.======	****	Effe	ctive Da	te 09/03/19	
eq Date or	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount		Interest Amount	Disent Amount	Trn	Check Number	Trans Rev Descriptn	
*	HASTINGS	, SAMUEL J		199.40-	199.40-	0.00	0.00	0.00	0.00	R	CLERICA		
09/06	19 49797	19849797.14	G01	89.82-	81.65-	8.17-		0.00					
		•	F10	7.19-	6.54-	0.65-		0.00					
		•	H01	37.51-	34.10-	3.41-		0.00					
*	HIGHLAND	FOODS INC.		134.52-	122,29-	12.23-	0.00	0.00	0.00	R	CLERICA		
09/06/	19 49797	18A49797.14	G01	83.66-	76.05-	7.61-		0.00					
			F10	2.59-	2.35-	0.24-		0.00					
			HOL	39.31~	35.74-	3.57-		0.00					
*	HIGHLAND	FOODS INC.		125.56-	114.14-	11.42-	0.00	0.00	0.00	R	CLERICA		
09/05/	19 116733	19A6585117224	G01	501.46-	501.46-	0.00		0.00					
			F01	72.94-	72.94-	0.00		0.00					
*	MARLENE	P BROWN CARING TRUST		574.40-	574.40-	0.00	0.00	0.00	0.00	R	CLERICA		
09/04/	19 84361	10A84361.07	G01	13.64-	13.64-	0.00		0.00					
			F03	2.05-	2.05-	0.00		0.00					
			L01	72.00~		0.00	72.00-	0.00					
,	MILLS, K	EITH		87.69-	15.69-	0.00	72.00-	0.00	0.00	R	CLERICA		
09/04/	19 84361	09A84361.07	G01	13.75-	13.75-	0.00		0.00					
			F03	2.19-	2.19-	0.00		0.00					
			L01	60.00-		0.00	60.00-	0.00					
	MILLS, K	EITH		75.94-	15.94-	0.00	60.00-	0.00	0.00	R	CLERICA		
09/04/	L9 84361	08A84361.07	G01	14.70-	14.70-	0.00		0.00					
			F03	2.34-	2.34-	0.00		0.00					
			L01	60.00-		0.00	60.00-	0.00					
٠	MILLS, K	BITH		77.04-	17.04-	0.00	60.00-	0.00	0.00	R	CLERICA		
09/12/	L9 136695	19A136695.12	G01	82.43-	74.94-	7.49-		0.00					
			F01	11.99-	10.90~	1.09-		0.00					
<b>k</b>	OUTDOOR	76		94.42-	85.84-	8.58~	0.00	0.00	0.00	R	CLERICA		
•	136136	19A6598831319	L01	95.00-		0.00	95.00-	0.00					
*	WOMACK,	LOUISE		95.00-	0.00	0.00	95.00-	0.00	0.00	R	CLERICA		

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10/01	/19	•			Decail Trans	actions by Gr	oup						RTC020303
Group	Number R	EL*19*09		==========	Abatemen	======================================	#======		=======				te 09/03/19
Seq	Date		Taxbill	Tax	Transaction	Levv	Penalty	1554	Interest	Disant	T	Chaale	France Dec
Nbr		Number	Number	Code	Amount	Amount	Amount		Amount	Amount	Cde :	Number	Trans Rev Descriptn
			Tax Cod	e Totals									
			A0*18 -	ADV COST	10.00-	0.00	0.00	10.00-	0.00	0.00			
			F01*09-	FR FIRE	3.53-	3.53-	0.00	0.00	0.00	0.00			
			F01*10-	FR FIRE	3.53-	3.53-	0.00	0.00	0.00	0.00			
			F01*19-	FR FIRE	84.95-	83.86-	1.09-		0.00	0.00			
				CL CH FR	20.05-	20.05-	0.00	0.00	0.00	0.00			
			F03*08-	OTTO FR	2.34-	2.34-	0.00	0.00	0.00	0.00			
				OTTO FR	2.19-	2.19-	0.00	0.00	0.00	0.00			
				OTTO FR	2.05-	2.05~	0.00	0.00	0.00	0.00			
				OTTO FR	30.78-	30.78-	0.00	0.00	0.00	0.00			
				NANT FR	32.56~	32.56-	0.00	0.00	0.00	0.00			
				HLDS FR	2.59-	2.35-	0.24-	0.00	0.00	0.00			
				HLDS FR	14.07~	13.42-	0.65-	0.00	0.00	0.00			
				GEN TAX	14.70-	14.70-	0.00	0.00	0.00	0.00			
				GEN TAX	44.82-	44.82-	0.00	0.00	0.00	0.00			
				GEN TAX	46.48~	46.48-	0.00	0.00	0.00	0.00			
14				GEN TAX	125.01-	117.40-	7.61-	0.00	0.00	0.00			
				GEN TAX	1194.96-	1179.30-	15.66-	0.00	0.00	0.00			
				HLD CITY	39.31-	35.74-	3.57-	0.00	0.00	0.00			
				HLD CITY	73.42-	70.01-	3.41-	0.00	0.00	0.00			
				LANDFILL	60.00-	0.00	0.00	60.00-	0.00	0.00			
				LANDFILL	120.00-	0.00	0.00 1	20.00-	0.00	0.00			
			L01*10-		144.00-	0.00	0.00 1	44.00-	0.00	0.00			
			L01*19~	RES FEE	95.00-	0.00	0.00	95.00-	0.00	0.00			
			Total fo		2166.34-	1705.11-	32.23-4	29.00~	0.00	0.00			
			****	** Totals	By Tax Cycle	******							
			Cycle		Current	Delinquent							
			A		1545.79-	620.55-							

## MACON COUNTY MONTHLY AD VALOREM TAX COLLECTIONS REPORT

#### Sep-19

Month to Date	Beginning Balance	Levy Added	Less Releases	Less Write-Offs	Equais Adj Levy	Gross Payments	Less Refunds	Misc Dr/Cr	Net Payments	Outstanding Balance	
General Tax Fire Districts Landfill User Fee Totals	18592174.3 2629432.39 1803669.61 23025276.3	217.5 95	-557.61 -380	-1.24 -0.74	2629091.04 1803383.87	-345099.07 -225088.15	0	470.73 285	-344628.34	2284462.7 1578580.72	
Year to Date	Beginning Balance	Levy Added	Less Releases	Less Write-Offs	Equals Adj Levy	Gross Payments	Less Refunds	Misc Dr/Cr	Net Payments	Outstanding Balance	Collection Percentage
General Tax Fire Districts Landfill User Fee Totals	0 0 0	3877614.45		-168.63 -8.18	28336551.93 3875871.58 2553496.82 34765920.33	-1593124.22 -976119.43	0	1715.34	-12336875.34 -1591408.88 -974916.1 -14903200.32	15999676.59 2284462.7 1578580.72 19862720.01	43.54 41.06 38.18 42.87

43.54% Collected on 2019 County General Taxes, Late
Listing Penalties, Discoveries and Deferred Taxes as of 9/30/2019
as Compared to 42.78% Collected on 2018 Taxes as of 9/30/2018

## Requested changes to the Billing and Collection Policy

Page Number	Section	Change
3	Payment by Consumer	<ol> <li>Addition of phrase "nor subject to variation" as recommended by state consultant.</li> <li>Changed wording to indicate we will provide itemized receipt upon request – per state consultant.</li> <li>Added statement that charges incurred during a visit but not paid for on date of visit will be billed.</li> </ol>
4	Payment By Third Party	Addition of Specialty exams under the Adult Health Program. These services will not be billed to an insurance and include CDL Physicals, College Entrance Physicals, etc.
5	Compliance With Title VI and VII	Addition of a statement that says we also comply with the current Consolidated and Agreement and all program Agreement Addenda's that are issued by the state.
6	Employee Health	Removal of the requirement of participation in the Health Risk Assessment – Insurance no longer requires this process.
7	Family Planning	<ol> <li>Addition to clarify that we accept all consumers to the program not just women.</li> <li>Removed "this can be a confidential service" per state consultant</li> <li>Added verbiage for confidential service consumers' protection from collection process</li> </ol>
7-8	Miscellaneous/General Services/Adult Health	Removed Miscellaneous/General Services and clarified Adult as previously stated that no insurance will be billed for these services. Removed "womens health colposcopy" Added "Other Services" section
9	Adult Dental Program	Changed Sliding Fee Scale to 250% of Federal Poverty and the maximum discount to 75% which will match the Child Dental Program.
10	Nutrition Services	Spelled out DSME and MNT
11	Environmental Health	Removed at the will of and replaced with by the Boards
11	Animal Services	Removed at the will of and replaced with by the Boards
11	Guidelines for Determining Elements of the Sliding Fee Scale	Removed HIS and replaced with dental record.

Above revisions approved by Board of Health on 8/20/19.

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# MACON COUNTY PUBLIC HEALTH

FY <del>18-19</del> 19-20

Billing and Collection Policies
And
Fee Schedules

Effective

Presented to and Approved by Board of Health on
August 20,2019 April 24, 2018

Presented to and Approved by Board of Commissioners on
May 8, 2018

### MACON COUNTY PUBLIC HEALTH BILLING AND COLLECTION POLICIES

#### RATIONALE

North Carolina law<sup>1</sup> allows a local board of health to impose a fee for services to be rendered by a local health department, except where the imposition of a fee is prohibited by statute or where an employee of the local health department is performing the services as an agent of the State.

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

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

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

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

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

The information in the document below is the fee plan for FY 19-20, effective on July 1, 2019. This Billing Guide for FY119-20 replaces all earlier plans.

#### COST OF SERVICE DETERMINATION

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

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

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

<sup>2</sup> IAW Title X 8.4.3 (42 CFR 59.2)

<sup>1</sup> North Carolina General Statue 130A-39(g)

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Page 3

#### PAYMENT BY CONSUMER OR RESPONSIBLE THIRD PARTY (SELF PAY)

Fees are charged for services and collected at the Health Center. See attachment for fee schedule. All fees are the responsibility of the consumer, consumer or responsible third party and may be subject to the sliding fee scale. No consumer will be refused services, nor subject to variation of services, solely on their inability to pay for said services. All fees may be paid by cash, check, or major credit card. Full payment is expected at the time of service. Consumers will be informed of their account status at each visit. An itemized receipt showing total charges, as well as any discounts will be provided to individuals upon request at time of payment. Third parties authorized or legally responsible to pay for consumers at or below 100% of the Federal Poverty Level are properly billed. Fees for adult dental services will be collected before

rendered. Prepayment of co-pays for all services in which co-payments apply will be required and collected when services are rendered. Any charges incurred during a visit but not paid for any date of service will be billed accordingly.

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

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

Charges not eligible for stiding scale discount include:

a. Environmental Health services

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

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

#### PAYMENT BY THIRD PARTY

Verification of enrollment under Medicare, Medicaid, insurance or other third party payment plan is required by presentation of a valid card at the time of service. The Health Center is required to bill only participating third party payers for services rendered. Services that are billed to third parties are billed at 100% of the total charge with no discount applied unless there is a contracted reimbursement rate that must be billed per the third party agreement.

When the claim is returned from the third party payer all discounts are applied at that time. (i.e., any applicable sliding fee scale adjustment) For services rendered to consumers with insurance where the Health Center is not a participating provider, the consumer will be responsible for full payment of service when the service is delivered. The consumer

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

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

- a. Consumers with insurance in which MCPH is not participating provider.
- Consumers with any insurance who choose not to use their coverage (exception those requesting confidential services i.e. Family Planning services and Communicable Disease Services).
- c. Insurance co-payments (when MCPH is a participating provider)
- d. Services that are offered as specialty exams under the Adult Health Program.

#### ACCOUNT COLLECTIONS AND BAD DEBT

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

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

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

#### CONSUMER DONATION POLICY

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

#### RETURNED CHECK POLICY

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

#### REFUNDS

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

#### SERVICE DENIAL

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

Debts), or be denied subsequent services pending demonstration of a good faith effort to make payment within the past ninety (90) days.

#### OUT OF COUNTY SERVICE RESTRICTIONS

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

#### COMPLIANCE WITH TITLE VI AND VIL OF 42 US CODE CHAPTER 21

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

Services will be provided reported and hilled in compliance with the most current Consolidated Agreement and all program Agreement Addendas.

#### PROGRAM SPECIFIC INFORMATION

#### COMMUNICABLE DISEASE CONTROL

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

#### Eligibility:

> No residency or financial requirements

#### BREAST AND CERVICAL CANCER CONTROL PROGRAM (BCCCP)

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

#### Eligibility:

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

#### CHILD HEALTH

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

#### Eligibility:

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

#### EMPLOYEE HEALTH

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

#### Eligibility

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

#### WORKSITE WELLNESS

Employee health services are available for all employers in Macon County. Employee health services are available on a per program basis or under and annual contract arrangement. Individual program fees will vary and are based on salary expense to prepare and deliver the program; current mileage rates if travel is required; as well as any materials, laboratory, or medical supplies costs. An administrative supplement of 10% is added for each individual program. Comprehensive worksite wellness programs are available under contract for organizations and companies with at least 50 employees. This program, also known as the LIFE program,

provides employee health screenings followed by customized programs and consultation services to address the health needs of the employees. Fees for the LIFE program range from \$30 to \$50 per employee per year depending upon the cost to provide the services, the number of programs provided, as well as the organization's ability to provide in-kind assistance.

#### **IMMUNIZATIONS**

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

#### Eligibility:

No residency or financial requirements for immunizations

#### CARE COORDINATION FOR CHILDREN (CC4C)

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

#### Eligibility:

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

#### FAMILY PLANNING

<u>Services Clinie</u> designed to assist <u>consumers worker</u> in planning their childbearing schedule; detailed history, lab work, physical exam, counseling and education given by (appropriate provider). MCPH accepts self-pay; most Private Insurances; Medicaid or potentially Medicaid eligible.

#### Eligibility:

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

- Income information reported on the Family Planning financial eligibility screening can be used through other programs rather than re-verification of income or relying on the consumer declaration.
- Pregnancy tests will be charged based on the qualifying Schedule of Discounts.

#### MISCELLANEOUS/GENERAL SERVICES/ADULT HEALTH

Include: daycare, DOT, foster care, employment or other specialty physical exams.; laboratory services, women's health (Colposcopies).—For these services no insurances will be billed.

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#### Eligibility:

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

#### OTHER SERVICES

- > Laboratory Services
- Eligibility: None
- > Exceptions: None
- Third party insurance can be billed, these services are not eligible for Sliding Fee Discount.

#### MATERNAL HEALTH

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

#### Eligibility:

- > Residents of Macon eligibility policy and residency requirements attached
- Maternal Health consumers will be required to have proof of residency
- > Proof of income is required.
- Schedule of Discounts is used for incomes between 101 250% of Federal Poverty. Consumers whose income exceeds 250% of Federal Poverty are charged using the departments Schedule of Fees. Consumers whose income is at or below 100% of Federal Poverty are not charged for Maternal Health services.

#### OB CARE COORDINATION MANAGEMENT (OBCM)

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

#### Eligibility:

Residents of Macon County

#### **Primary Care**

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

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#### Eligibility:

Resident of Macon County between the ages of

#### WOMEN, INFANTS, AND CHILDREN NUTRITION PROGRAM (WIC)

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

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

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

#### CHILDRENS DENTAL PROGRAM

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

#### Eligibility:

Resident of Macon County.

#### ADULT DENTAL PROGRAM

The Macon County Adult Dental Clinic provides comprehensive general dental services to adults 21 years of age and above. Self-pay consumers may qualify for a sliding fee discount based on family size and household income. Sliding fee discount is based on 250% of Federal Poverty with a maximum discount of 75%. Sliding fee discount is determined on 200% of federal poverty with a maximum discount of 50%.

#### Eligibility:

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

#### COMMUNITY EDUCATION AND TRAINING

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

#### Eligibility:

> No Restrictions/Requirements

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- Cardiopulmonary resuscitation (CPR)
- > Automated external defibrillators(AED)
- > First Aid Training

#### EXPLANATION

Various components of American Red Cross Standard First Aid and/or CPR/AED for lay responders are offered on-site at Macon County Public Health Classes are offered for a fee –Pre-registration and pre-payment are required.

Fees for the specific educational components are based on current American Red Cross pricing

#### NUTRITION SERVICES.

#### Diabetes Self Management Education (DSME) DSME Services:

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

#### Diabetes Prevention Program (DPP)

Macon County Public Health offers Diabetes Prevention Program accredited by The Center for Disease Control and Prevention. Because there is no established billing code for this program accepted by third party payors and to encourage participation, a small program fee will be established for each participant. Consumers may qualify for sliding fee scale discount based on their family size and household income with the sliding fee discount is based on 250% of federal poverty. Medicaid or Medicaid eligible consumers may be eligible for a Center for Disease Control and Prevention (CDC) sponsored scholarship and therefore are not charged a fee for the program, but

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are eligible for the incentives.

Eligibility

Declaration of Income

#### Medical Nutrtion Therapy (MNT) Services:

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

#### ENVIRONMENTAL HEALTH

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

#### REFUND POLICY: Attached

#### ANIMAL SERVICES

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

#### Guidelines for Determining Elements of the Sliding Fee Scale

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

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

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

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

An economic unit must have its own source of income.

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

#### **EXCEPTIONS TO ECONOMIC UNIT**

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

#### **Determination of Gross Income:**

The dollar amounts represent gross annual income; they refer to total cash receipts before taxes from all sources. Household income sources include: Salaries and wages, earnings from self-employment (deduct business expenses, except depreciation); interest income, all investment and rental prome; public assistance, unemployment benefits, worker's compensation, alimony, military allotments; Social security benefits, VA benefits; retirement and pension pay; insurance or annuity plans; gaming proceeds and any other income not represented hereathat contributes to the household consumption of goods. This list is not all inclusive

#### Documents acceptable for income verifications:

Current pay stub (noting the pay timeframe i.e. weekly etc.)
Signed statement from employer indicating gross earnings for a specified pay period, statement must include the business name, address and phone number and must be legible.
W-2 Forms

Unemployment letter/notice

Award letter from Social Security Office VA or Railroad Refirement Board

1099's received from IRS

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

#### Fee Changes Approved by Board of Health on 8/20/19

#### New clinical charges for the Integrated Care services

99492 Initial psychiatric collabroative care management first 70 minutes	131.00
99493 Subsequent psychiatric collaborative care management 60 minutes	105.00
99494 Collaborative care management, each additional 30 mins in a month	55.00

#### New Lab fee based on outside physician order

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#### New Lab fee based on negotiated rate

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	된 지수를 되고 있다. [14] 이번 지수는 그런 경험을 하는 것이다. 그런 이번 하는 경험을 받는 것으로 하는 사람들이 되는 것을 하는 사람들이 되는 것을 하는 것을 것을 하는 것을 하는 것을 하는 것을 것을 하는 것을 하는 것을 하는 것을 하는 것을 것을 것을 수 없습니다. 것을 하는 것을	(A. 19)
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This is a decrease in price due to a negotiated rate for the 24 unit panel for allergy testing for LabCorp charge. The price is for all 24 units. The previous charge was a per unit charge which added up to \$800.

We will be bringing this document to you throughout the year as price changes are passed on to us. This will include increases and decreases in price, especially immunization rates. We also plan to evaluate the dental fees soon based on the fact that we are now getting a higher reimbursement from Medicaid.

#### Change Order OWNER T. Gibbs, MCS ſxl ARCHITECT E. Kite, Novus [x] AIA Document G701-CONTRACTOR J. Benson, Brantley [X] OTHER D. Roland, Macon FIELD PROJECT: Additions to South Macon Elementary School (name,address) CHANGE ORDER NUMBER: 02 **Macon County Government** 5 West Main St. DATE: **September 30, 2019** Franklin, NC 28734 ARCHITECT'S PROJECT NO: 2015-3105.02 TO CONTRACTOR: **CONTRACT FOR:** General (name.address) **Brantley Construction Services, LLC** T/A Brantley Construction Company, LLC 9 Aliman Hill Road Weaverville, NC 28787 The Contract is changed as follows: The Contract Sum shall be increased as follows: Additional pricing information is attached PR #006 Active Board Electrical Revisions \$5,302.50 PR #009 Controls for 3 fan coil units \$8,866.84 PR #011 Walking track relocation \$4,772.25 PR #012 Asphalt drop-off drive repaying \$30,250,76 PR #013 Replace damper actuator HVAC controls @ gym \$3,806.13 PR #014 Fire Alarm Shutdown HVAC Controls \$3,195,29 PR #015 Preferred Glycol for chiller \$2,543.08 PR #016 Drop-in Sinks (health dept required) \$3,296.03 PR #017 Credit for J-Hooks (\$1,908.90) Not valid until signed by the Owner, Architect and Contractor. The original (Contract Sum) (Guaranteed Meximum Price) was 2,854,000.00 Net change by previously authorized Change Orders 24,076.61 The (Contract Sum) (Guaranteed-Maximum-Price) prior to this Change Order was 2,878,076.61 The (Contract Sum) (Guaranteed-Maximum-Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of 60,123.98 The new (Contract Sum) (Guaranteed-Maximum-Price) including this Change Order will be \$ 2,938,200,59 The Contract Time will be (increased) (decreased)-(unchanged) by (0) days. The Date of Substantial Completion as of the date of this Change Order therefore is July 12, 2019 NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directives not included in previous Change Orders. ARCHITECT CONTRACTOR OWNER **Novus Architects Brantley Construction Services, LLC Macon County** Address: Address: Address: 14 S. Pack Square, Suite 400 9 Allman Hill Road 5 West Main St. Asheville, NC 28#01 Weaverville, NC 28787 Franklin, NC 28734

9.30.19

BY:\_\_\_ DATE:

# MACON COUNTY BOARD OF COMMISSIONERS AGENDA ITEM

**MEETING DATE: October 8, 2019** 

**DEPARTMENT/AGENCY: N/A** 

**SUBJECT MATTER: Appointments** 

**COMMENTS/RECOMMENDATION:** 

A. Macon County Planning Board (1 Seat)

Attachments X Yes No
Agenda Item 13A



## 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

		ager's Office at (828) 349-2025	
Name of Authority,	Board or Committee ap	plying for: Planning Board	
Name Mark Berry			
Address PO Box 153	33	City Franklin	NC Zip 28744
Telephone: Home	3283712202	Work same	- Comment
Occupation Constr	uction		
Business Address	376 Dowdle Mountain I	Road Franklin NC 28734	
Email Address	markberry1987@gmail	com	
Briefly explain any No Conflicts	anticipated conflict of in	nterest you may have if appointed	l:
Educational Backgro	ound		} 
High School Graduate	e. Hold NC septic tank and	well drilling license.	
Business and Civic	Experiences/Skills:	<u></u>	the same of the second of the
Own and manage fou Junaluskee Masonic I	r businesses over the past odge and Smoky Mountai	25 years. Past member of Franklin n Shriners Club.	Daybreak Rotary. Member of
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Strong communication county geography.	n skills, Knowledge of proto	ocols and procedures of construction	and development. Broad knowledge of
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Board member of Smo	oky Mountain Shrine Club		
SIGNATURE:	Mal Berr	D.	ATE: 9-17-19