

Macon County



MACON COUNTY BOARD OF COMMISSIONERS APRIL 11, 2017 AGENDA

1. Call to order and welcome by Chairman Tate
2. Announcements
 - (A) Presentation to Commissioner Higdon
3. Moment of Silence
4. Pledge of Allegiance
5. Public Hearing(s) - **None**
6. Public Comment Period
7. Additions to agenda
8. Adjustments to and approval of the agenda
9. Reports/Presentations
 - (A) Future Business Leaders of America (FBLA) regarding colon cancer awareness - Emilynna Wilson
 - (B) Girl Scout Gold Award Recipient - Caroline Vargas
 - (C) Statement regarding courthouse security - Sheriff Robert Holland
 - (D) Trades program at Franklin High School in conjunction with Southwestern Community College - Commissioners Gillespie and Shields
10. Old Business
 - (A) Resolution to Amend and Restate "Article VII. Leaves of Absence" as Contained in the Macon County Personnel Policy - County Attorney
 - (B) Presentation and award of bids for Robert C. Carpenter Community Building renovations - County Manager and Tom Ritter

11. New Business

- (A) Opposition to elimination of the Senior Community Service Employment Program (SCSEP) – Department of Social Services Director Patrick Betancourt
- (B) Resolution proclaiming April 23-29, 2017 as Macon County Volunteer Week – Mr. Betancourt and Sheila Jenkins
- (C) Nurse Family Partnership (NFP) Program – Mr. Betancourt
- (D) Non-Revocable License Agreement with Cross the Road Youth Ministries, Inc. – County Attorney
- (E) Conflict of interest statements – County Attorney and Transit Director Kim Angel
- (F) Consideration of request to release lottery funds – Finance Director
- (G) Renewal of lease agreement with NC Department of Public Safety for NewBridge facility – County Manager
- (H) Possible joint meeting with the Southwestern Community College Board of Trustees on April 25, 2017

12. Consent Agenda – Attachment #12

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

- A. Minutes of the March 14, 2017 regular meeting, the March 21, 2017 continued session and the April 4, 2017 continued session.
- B. Budget Amendment #153
- C. Tax Releases

13. Appointments

- A. Recreation Commission

14. Possible closed session regarding land acquisition

15. Adjourn/Recess

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 11, 2017

DEPARTMENT/AGENCY: Franklin High School Future Business
Leaders of America (FBLA)

SUBJECT MATTER: Award-winning presentation

COMMENTS/RECOMMENDATION:

Representatives of the Franklin High School FBLA club have requested time on the agenda for one of the group's members to present her award-winning speech that took top honors at the recent state meeting. Emilyynna Wilson won first place in public speaking and will now advance to national competition. Her comments will be about six minutes in length. Trevor Rogers also took first place in the t-shirt design category, and several other group members earned Top 10 finishes in a variety of categories.

Attachments _____ Yes No

Agenda Item 9A

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 11, 2017

DEPARTMENT/AGENCY:

SUBJECT MATTER: Girl Scout Gold Award Recipient

COMMENTS/RECOMMENDATION:

Caroline Vargas will be making a presentation regarding her three-year effort to help build a council ring, or central camp fire pit, at the Lumpkin Adventure Base Camp, which is located in Macon County. The project earned Miss Vargas the Gold Award, which is the highest award one can achieve in Girl Scouts.

Attachments _____ Yes No

Agenda Item 9B

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 11, 2017

DEPARTMENT/AGENCY: Sheriff's Office

SUBJECT MATTER: Courthouse security

COMMENTS/RECOMMENDATION:

Sheriff Robert Holland will be making a statement in regard to efforts to enhance security at the Macon County Courthouse.

Attachments _____ Yes X No

Agenda Item 9C

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 11, 2017

DEPARTMENT/AGENCY: Macon County Schools, Southwestern Community College and LJB Job Corps Center

SUBJECT MATTER: Trades programs at Franklin High School

COMMENTS/RECOMMENDATION:

Macon County Schools Superintendent Dr. Chris Baldwin and Southwestern Community College President Dr. Don Tomas will present information on a collaborative effort regarding a trades program project between the high school and college, with potential for involvement with the job corps center. The attached status report from SCC provides additional details.

Attachments 1 Yes No

Agenda Item 9D

MEMO

To: Dr. Don Tomas
From: Thom Brooks
Date: February 8, 2017
Subject: Update: Trades Programs at Franklin High School

Meeting with SCC and Macon County Schools Personnel

A meeting was held on January 30, 2017 at the Macon County Schools office to discuss trades programs offerings at Franklin High School. Attending the meeting from SCC: Dr. Don Tomas, Thom Brooks, and Cheryl Contino-Conner. Attending the meeting from Macon County Schools: Dr. Chris Baldwin, Terry Bell, Todd Gibbs, and Vicki Sutton.

The group agreed to the following:

- SCC will collaborate with Franklin High School to offer our Carpentry Certificate program beginning in Fall Semester 2017.
- Franklin High will offer a survey course in the Spring Semester of 2018 that provides an introduction to carpentry, electrical, plumbing, and masonry.
- Franklin High will identify opportunities for students connect with local tradespersons for potential future apprenticeship and employment. This includes having them as guest presenters in class and cooperative education for students to gain experience with the tradespersons.
- SCC and Franklin High School will continue to offer the Automotive Systems and Welding Technology programs whereby students can earn an SCC certificate.
- Macon County schools will contact LBJ Job Corp Center concerning potential dual enrollment opportunities in their trades programs.
- Dr. Baldwin will communicate the above plans to the county commissioner.

Vicki Sutton reported on February 6 that she had a production conversation with LBJ director Arthur Phalo concerning a partnership with the high school: "He said that FHS seniors interested in pursuing any of the 7 trades (masonry, paint, facility maintenance, culinary, office administration, brick, welding) offered there can be dual enrolled at FHS and at Job Corps; they will work with our school schedule. When a student finishes his/her graduation requirements at FHS, the student can attend Job Corps full-time." Mr. Phalo will be contracting Dr. Baldwin to set up a meeting to formalize this partnership.

Masonry and Plumbing in the NCCCS

- The Masonry curriculum is no longer offered by any of the 58 colleges of the North Carolina Community College System. Masonry was last offered by SCC in 1987.
- Plumbing is currently being offered by the following five NC Community Colleges: Cape fear in Wilmington (6 students); Cleveland in Shelby, (4 students); Forsyth in Winston Salem (9 students); Fayetteville Tech (enrollment not available); and Wake Tech in Raleigh (18). Plumbing was last offered at SCC in 1983. An unsuccessful attempt to offer plumbing was made in 2005, but two students applied for the program.

Adding Trades Programs of Study

The strategy that emerged from the meeting with at Macon County Schools was to provide a survey course that would introduce students to carpentry, masonry, electrical, and plumbing. This course would be a vehicle to connect interested students with tradespersons to facilitate apprenticeship-style employment. Interested students could continue into the Carpentry, Welding, or Automotive certificate programs from SCC at Franklin High School. Options will also be developed for students to access trades programs at the LBJ Job Corp Center.

Adding additional certificates, such as Masonry and Plumbing, could occur following an assessment of student interest from the survey course offered at Franklin High in Spring 2018. As you know, adding programs that are not currently offered at the college at an off-site location involves a lengthy approval process. Given the declining enrollment and discontinuation of these programs at NC community colleges, we would need to make a compelling case of student demand for the programs to gain approval. The approval of these new certificates would include the following steps:

- Creation of program advisory committee to consult on curriculum planning
- Approval by the SCC Faculty and Staff Curriculum and Instruction Committee – Must be submitted prior to SCC Board Committee approval
- Approval by SCC Board of Trustees Instruction and Student Services Committee – Must be submitted prior to full BOT approval
- Approval by the Full SCC BOT – Must be submitted prior to SACSCOC and State Board approval
- Development of SACSCOC prospectus and NCCCS application. Approximately 1 month
- Approval of a new program at off-site location prospectus by Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) – Must be submitted 6-8 months prior to planned start date; by January 1 for an August start or July 1 for a January start date.
- Approval by the State Board of Community Colleges – Must be submitted at least 4 months prior to the anticipated start date.

So depending upon the timing of the decision to add a new program, we typically anticipate at least a 10 month process for program development and approvals. Of course this does not include hiring faculty and purchasing equipment, but those factors must be addressed in the SACSCOC approval. We can initiate this process if/when Franklin High determines student interest and requests the additional programs.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 11, 2017

DEPARTMENT/AGENCY: County Attorney

SUBJECT MATTER: Resolution to Amend and Restate "Article VII. Leaves of Absence" as contained in the Macon County Personnel Policy

COMMENTS/RECOMMENDATION:

Attached please find a copy of the initial resolution prepared by the County Attorney that would amend and restate a portion of the Macon County Personnel Policy to essentially (1) allow the elected sheriff and register of deeds to begin to accrue annual leave and sick leave as other full-time county employees do and (2) to include the language of the county's Shared Leave Policy into the context of the overall personnel policy, as the former is currently used as a "stand-alone" policy. The County Attorney can provide additional detail at the meeting and will have a revised resolution to hand out if needed.

Attachments Yes No

Agenda Item 10A

STATE OF NORTH CAROLINA
COUNTY OF MACON

**RESOLUTION OF THE MACON COUNTY BOARD OF COUNTY COMMISSIONERS
TO AMEND AND RESTATE "ARTICLE VII. LEAVES OF ABSENCE" AS
CONTAINED IN THE MACON COUNTY PERSONNEL POLICY WHICH WAS
ADOPTED JUNE 16, 2008, AND MADE EFFECTIVE JULY 1, 2008, AND WHICH WAS
AMENDED ON NOVEMBER 13, 2012**

THAT WHEREAS, the Macon County Board of Commissioners did on June 16, 2008, adopt the Macon County Personnel Policy and the same was made effective on July 1, 2008; and

WHEREAS, the Macon County Board of Commissioners did on November 13, 2012, amend said Macon County Personnel Policy by Adopting the Voluntary Shared Leave Program; and

WHEREAS, the Macon County Board of Commissioners now desire to allow for the County Sheriff and the County Register of Deeds to have the rights of other employee of the County to Holiday Pay, Annual Leave and Sick Leave as set forth in the amended and restated "Article VII. Leaves of Absence" set forth hereinafter; and

WHEREAS, the intent of the Macon County Board of Commissioners is to make such rights of the County Sheriff and the County Register of Deeds prospective from the date of this resolution forward only.

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

RESOLVED, that "Article VII. Leaves of Absence" as contained in the Macon County Personnel Policy which was adopted June 16, 2008, and made effective July 1, 2008, and which was amended on November 13, 2012, is hereby amended and restated as follows:

"ARTICLE VII. LEAVES OF ABSENCE

Section 1. Policy

The policy of the County is to provide annual leave, sick leave, and holiday leave to all fulltime and part time employees in a regular position with the County and the County Sheriff and the County Register of Deeds.

Section 2. Paid Holidays Observed

The following holidays, and such others as the Board of County Commissioners may designate, shall

be observed by County offices and shall be counted as hours worked:

New Year's Day	Labor Day
MLK Jr. Birthday	Veteran's Day
Good Friday	Thanksgiving (two days)
Memorial Day	Christmas Day (plus additional day(s) designated by the County Manager
Independence Day	

Employees who wish to use leave for religious observances must request leave from their respective department heads. The department head will attempt to arrange the work schedule so that an employee may be granted annual leave for the religious observance. Annual leave for religious observance may be denied only when granting the leave would create an undue hardship for the County.

Regular/permanent part time employees and the County Sheriff and the County Register of Deeds are entitled to be paid for holidays in proportion to the number of hours scheduled to work. In other words, if any employee or the County Sheriff or the County Register of Deeds is ordinarily scheduled to work one-half time, then that employee or the County Sheriff or the County Register of Deeds would receive pay for one-half the holiday.

Section 3. Effect of Work on Holidays on Other Types of Paid Leave

Regular holidays that occur during an annual, sick or other paid leave period of any employee of the County or the County Sheriff or the County Register of Deeds shall not be charged as vacation, sick or other paid leave.

Section 4. Holidays: Compensation When Work Required

Employees or the County Sheriff or the County Register of Deeds required to perform work on regularly scheduled holidays shall receive time off on an hour for hour basis for those hours worked, or if funds are budgeted may be paid for the hours worked with the prior approval of the department head and Human Resources Director. This time must be taken with the approval of the department head, within thirty (30) days from the holiday worked.

Section 5. Annual Leave

Annual leave may be used for rest and relaxation, school appointments, medical appointments and other personal needs. Any compensatory time earned by nonexempt employees must be used prior to using annual leave.

Section 6. Annual Leave: Accrual Rate

Each regular/permanent fulltime or probationary County employee and the County Sheriff and the County Register of Deeds shall earn annual leave as follows:

<u>Years of Aggregate Service</u>	<u>Hours Earned Each Month</u>	<u>Annual Hours</u>
Less than 2 years	6 hours. 40 min.	80
2 but less than 5	8 hours	96
5 but less than 10	10 hours	120
10 but less than 15	12 hours	144
15 but less than 20	14 hours	168
20 years or more	16 hours	192

For annual leave earned above the minimum, such shall be computed beginning with the first day of the pay period following the pay period of the employee's or the County Sheriff's or the County Register of Deeds' anniversary date. Full-time County employees and the County Sheriff and the County Register of Deeds whose work week is more than forty (40) hours shall earn annual leave in direct proportion to their work week, unless their hours are annualized per FLSA regulations.

The term "completed year" will be deemed to mean a period of twelve (12) months in which the employee or the County Sheriff or the County Register of Deeds is in active pay status or is receiving workmen's compensation payments while on leave without pay. A "completed month" will be deemed to mean any month in which an employee or the County Sheriff or the County Register of Deeds works at least one-half of the workdays.

Regular/permanent, part-time employees and the County Sheriff and the County Register of Deeds are entitled to accumulate annual leave in relation to the number of hours scheduled to work. In other words, if an employee or the County Sheriff or the County Register of Deeds is scheduled to work one-half time, that employee or the County Sheriff or the County Register of Deeds would earn one-half the number of days listed in the schedule.

A part-time employee who takes vacation leave will not be paid for more than the normal hours scheduled to work in a day.

Time taken off by employees or the County Sheriff or the County Register of Deeds using approved leave with pay, or receiving worker's compensation benefits, shall be counted as time worked for the purpose of leave accumulation.

Section 7. Annual Leave: Maximum Accumulation

Annual leave may be accumulated without any applicable maximum through June 30th of each fiscal year. Effective the last pay period in the fiscal year, any employee or the County Sheriff or the County Register of Deeds with more than 30 days of accumulated leave shall have the excess accumulation converted so that only 30 days are carried forward to the next fiscal year. The excess hours over 240 will be transferred to an employee's or the County Sheriff's or the County Register of Deeds' sick leave account. This converted sick leave shall be used in the same manner as accrued sick leave and may be used for authorized sick leave purposes. Any unused converted sick leave may be counted toward creditable service at retirement based upon the rules & limitations of the North

Carolina Local Government Employees Retirement System.

Employees are cautioned not to retain excess accumulated annual leave until late in the fiscal year. Because of the necessity to keep all functions in operation, large numbers of employees cannot be granted annual leave at any one time. If an employee has excess leave accumulation during the latter part of the fiscal year and is unable to take such leave because of staffing demands, the employee shall receive no special consideration either in having annual leave scheduled or in receiving any exception to the maximum accumulation.

Section 8. Annual Leave: Manner of Taking

Annual leave may be taken as earned by the employee upon request in advance at those times designated by the department head that will least obstruct normal operations of the County.

Section 9. Annual Leave: Payment Upon Separation

An employee or the County Sheriff or the County Register of Deeds will normally be paid for accumulated annual leave upon separation subject to the 30 day maximum, provided proper notice is given to the supervisor in advance of the effective date of resignation.

Employees and the County Sheriff and the County Register of Deeds that are involuntarily separated shall receive payment for accumulated annual leave subject to the 30 day maximum.

Section 10. Annual Leave: Payment Upon Death

The estate of an employee or the County Sheriff or the County Register of Deeds who dies while employed by the County shall be entitled to payment of the accumulated annual leave credited to the employee's or the County Sheriff's or the County Register of Deeds' account not to exceed the maximum of 240 hours.

Section 11. Annual Leave: Leave Sharing With Other Employees

Transfer of leave from one employee to another is not allowed except as provided for by Section 15 of Article VII of the Macon County Personnel Policy.

Section 12. Annual Leave: Transfer to Sick Leave

At the end of each fiscal year, any County employee or the County Sheriff or the County Register of Deeds with accrued annual leave in excess of 240 hours shall have this leave converted to sick leave. This converted sick leave shall be used in the same manner as accrued sick leave and may be used for authorized sick leave purposes. Like regular sick leave, any unused converted sick leave may be counted toward credible service.

Section 13. Sick Leave Policy

Sick leave with pay is not a right which an employee or the County Sheriff or the County Register of Deeds may demand, but a privilege granted by the County for the benefit of an employee and the County Sheriff and the County Register of Deeds when sick or injured or when attending to an immediate family member (spouse, parents, children, grandparents, grandchildren, including foster, step half and in-law relationships).

Sick leave may also be used for medical appointments, physical or dental examinations or treatment, death in the immediate family (spouse, parents, children, brother, sister, grandparents, and grandchildren, including foster, step, half, and in-law relationships), and when continuing to work could jeopardize the health of others.

Sick leave may also be used to supplement Workers' Compensation Disability Leave during the waiting period before Workers' Compensation benefits begin.

Regular/permanent, part-time employees and the County Sheriff and the County Register of Deeds earn sick leave in relation to the number of hours normally scheduled to work. In other words, if an employee or the County Sheriff or the County Register of Deeds normally is scheduled to work one-half time, then that employee or the County Sheriff or the County Register of Deeds would earn one-half day of sick leave per month. A part-time employee who is out of work on sick leave will not be paid for more than the normal number of hours scheduled to work.

Temporary employees are not entitled to earn sick leave. Temporary employees must take leave without pay for days missed due to sickness.

Section 14. Sick Leave: Accrual Rate and Accumulation

Sick leave shall accrue at a rate of one day per month of service or twelve days per year. Sick leave for fulltime or part time employees or the County Sheriff or the County Register of Deeds working other than the basic work schedule shall be prorated as described in this Article.

Time taken off by employees or the County Sheriff or the County Register of Deeds using approved 8 hours leave, or time off under worker's compensation, shall be counted as time worked for the purpose of sick leave accumulation.

Sick leave will be cumulative for an indefinite period of time and may be converted upon retirement for service credit consistent with the provisions of the North Carolina Local Government Employees' Retirement System.

No employee or the County Sheriff or the County Register of Deeds will be compensated for accumulated sick leave upon separation. Sick leave will end and terminate.

Section 15. Sick Leave: Use and Reporting

Sick leave must be charged as used.

All employees and the County Sheriff and the County Register of Deeds are eligible to use their sick leave as it is earned.

Employees are required to notify their supervisors as soon as possible, but no later than one (1) hour after the beginning of their regular work day, if they are unable to be at work because of illness. In departments where replacements or schedule changes are necessary, employees are required to notify their supervisors no later than one hour before work is scheduled to begin. Department heads are authorized to determine requirements for notification.

Section 15A. Voluntary Shared Leave Program

Administering Office: Human Resources

Any employee may donate leave to an employee who has been approved to receive voluntary shared leave because of a medical condition of the employee or of a member of the employee's immediate family that will require the employee's absence from work for a prolonged period of time.

The following provisions govern the scope and operations of the voluntary shared leave program for Macon County employees.

A. PURPOSE

To permit voluntary sharing of vacation or sick leave among county employees for the benefit of employees who exhaust all their earned leave due to serious and prolonged medical conditions. An immediate family member may donate annual or sick leave to another immediate family member. A non-family member may donate only annual leave to another employee.

B. SCOPE

This policy applies to all county employees in leave-earning positions, both subject to and exempt from the State Personnel Act.

C. POLICY

In case of a serious and prolonged medical condition, an employee may apply or be nominated to become a recipient of leave transferred from other employees.

The intent of this policy is to allow one employee to assist another who is experiencing a serious prolonged medical condition. The policy is not intended to apply to incidental, routine, or short-term medical conditions.

Eligibility for participation depends upon there being a medical condition which will cause an employee to be absent from work for a prolonged period of time (typically 20 consecutive workdays); the absence will be the result either of personal illness or caring for an immediate family member; and the employee will incur substantial loss of income due to limited accumulation of

his/her leave account.

The use of vacation or sick leave on a shared basis for any purpose other than that specified by this policy is prohibited.

Establishment of a leave "bank" for use by unspecified employees is prohibited.

An employee may not directly or indirectly intimidate, threaten, or coerce any other employee for the purpose of interfering with any right which the later may have with respect to donating, receiving, or using vacation or sick leave under this program. Such action by an employee shall be grounds for disciplinary action up to and including dismissal on the basis of detrimental personal conduct. Individual leave records are confidential, and only individual employees may reveal their transfer or receipt of leave. The donor is not permitted to receive remuneration for the leave transferred.

An eligible employee may apply or be nominated by a fellow employee for participation in the program. The non-relative employee donor will not be allowed to transfer annual leave when the result of such transfer will exhaust that employee's annual leave to less than 40 hours. The Human Resource Director and the County Manager will approve or disapprove participation by employees from their respective departments.

Participation in the shared leave program, either as donor or recipient, is subject to limitations with respect to eligibility, minimum and maximum transfers, type of leave transferred, verification of medical condition, and disposition of unused leave, among others. These requirements, as well as procedures and forms for the shared leave program, are available upon request at the Macon County Human Resources Office.

Section 16. Sick Leave: Medical Certification

The employee's supervisor, department head, or the Human Resources Director may require a physician's certificate stating the nature of the employee's or family member's illness and the employee's capacity to resume duties, for each occasion on which an employee uses sick leave or whenever the supervisor observes a "pattern of absenteeism." The employee may be required to submit to such medial examination or inquiry as the department head or Human Resources Director deems desirable. The department head or Human Resources Director shall be responsible for the application of this provision to the end that:

- 1) Employees shall not be on duty when they might endanger their health or the health of other employees; and
- 2) There will be no abuse of leave privileges.

Claiming sick leave under false pretense to obtain a day off with pay shall subject the employee to disciplinary action up to and including dismissal.

Section 17. Sick Leave: Retirement Credit

One month of retirement credit is allowed for each twenty (20) days accrued (160) hours in an employee's or the County Sheriff's or the County Register of Deeds' sick leave account at time of retirement, to employees or the County Sheriff or the County Register of Deeds who are members of the North Carolina Local Governmental Employees' Retirement System. (See *Your Retirement Benefits* from the North Carolina Local Governmental Employees' Retirement System.

Section 18. Sick Leave: Payment Upon Separation

Employees or the County Sheriff or the County Register of Deeds will not be paid for any portion of unused sick leave when they leave the employment of the County, for any reason.

Section 19. Acceptance of Previous Sick Leave

New employees of the County and the County Sheriff and the County Register of Deeds, whose last employer was the State of North Carolina or another local government in North Carolina, may be given credit for accumulated sick leave with the previous employer. The credit for sick leave only applies to employees who come directly to the County from the previous employer with no significant gap in work time. Credit is not given for previous service with the County or for service with a previous employer when there is over one (1) year break in work time or when retirement benefits were withdrawn.

Section 20. Leave Prorated

Holiday, annual, and sick leave earned by full-time and part-time employees or the County Sheriff or the County Register of Deeds with fewer hours than the basic work week shall be determined by the following formula:

- 1) The number of hours worked by such employees or the County Sheriff or the County Register of Deeds shall be divided by the number of hours in the basic workweek (usually 40 hours).
- 2) The proportion obtained in step 1 shall be multiplied by the number of hours of leave earned annually by employees or the County Sheriff or the County Register of Deeds working the basic workweek.
- 3) The number of hours in step 2 divided by 12 shall be the number of hours of leave earned monthly by the employees or the County Sheriff or the County Register of Deeds concerned.

Section 21. Family and Medical Leave

The County will grant up to 12 weeks of family and medical leave during any 12 month period to

eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA). The qualifying 12 month period will commence at the beginning of the initial approved period. The leave may be paid (coordinated with the County's Annual and Sick Leave policies), unpaid, or a combination of paid and unpaid. Employees shall be required to exhaust eligible paid leave before going on a leave without pay status. Department heads shall notify the Human Resource Director of any employees who are absent for more than three consecutive days.

Family and Medical Leave may be taken for one or more of the following reasons:

- (1) To care for the employee's child after birth or the placement of a child for adoption or foster care;
- (2) To care for the employee's family member (child, spouse, or parent) who has a serious health condition; or
- (3) For a serious health condition that makes the employee unable to do his or her job.

Eligible Employees

- (1) Regular/permanent Employees – An employee who has been employed with County government for a total of at least 12 months and who has worked at least 1250 hours during the past 12 months
- (2) Temporary Employees – This federal requirement does not cover temporary employees; however, if a temporary employee has worked for the County at least 1250 hours during the past 12 month period they will be covered; however any leave granted to a temporary employee would be without pay.
- (3) Spouses Employed by the County. A husband and wife who are eligible for Family and Medical Leave and are both employed by the County are permitted to take only a combined total of 12 weeks leave during any 12 month period if the leave is taken:
 - a) For birth of a son or daughter or to care for the child after birth;
 - b) For placement of a son or daughter for adoption or foster care, or to care for the child after placement; or
 - c) To care for a parent (but not a parent "in-law") with a serious health condition.

Definitions

- (1) Spouse means a husband or wife as defined or recognized under North Carolina law for purposes of marriage.
- (2) Parent means a biological parent or an individual who stands or stood in *locco parentis* to an employee when the employee was a child. The term does not include parent "in law".

- (3) Son or daughter means a biological, adopted or foster child, stepchild, a legal ward, or a child of a person standing in *locco parentis*, who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability".
 - (4) County means the County of Macon.
 - (5) Department head means the department head of the department in which the employee is assigned, or if the employee is assigned to work for more than one department, the department head of the department in which the employee is assigned for the greater part of a workweek.
 - (6) Child means the son or daughter of the employee.
 - (7) Serious health conditions means an illness, injury, impairment or physical or mental condition that involves:
 - a) Any period of incapacity or treatment in connection with or consequent to inpatient care (i.e. an overnight stay) in a hospital, hospice or residential medical care facility;
 - b) Any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or
 - c) Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that if not treated, would likely result in a period of incapacity of more than three days; or for prenatal care.
- (1) Continuing treatment by a health care provider means one or more of the following:
- a) The employee or family member in question is treated two or more times for the injury or illness by a health care provider. Normally this would require visits to the health care provider or to a nurse or physician's assistant under direct supervision of the health care provider.
 - b) The employee or family member is treated for the injury or illness two or more times by a provider of health care services (e.g. physical therapist) under orders of, or on referral by, a health care provider, or is treated for the injury or illness by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider to resolve the health condition.

- c) The employee or family member is under the continuing supervision of, but not necessarily being actively treated by, a health care provider due to a serious long-term or chronic condition or disability that cannot be cured. Examples include persons with Alzheimer's and persons in the terminal stages of a disease who may not be receiving active medical treatment.

Leave Charges

- (1) For the birth of a child, the parents shall exhaust available vacation leave before going on leave without pay, except that sick leave may be used during the period of disability.
- (2) For the adoption of a child, the parents shall exhaust vacation leave before going on leave without pay.
- (3) For the illness of an employee's child, spouse, or parent, the employee shall exhaust available sick and vacation leave before going on leave without pay.
- (1) For the employee's illness, the employee shall exhaust available sick and vacation leave before going on leave without pay.
- (2) Periods of paid leave shall account for any part of the 12 workweeks of Family and Medical Leave provided by this Section.

Intermittent Leave or Reduced Work Schedule

- (1) The employee may not take leave intermittently or on a reduced work schedule for childbirth and care or for adoption unless with the approval of the department head.
- (2) With approval of the department head, the employee may take leave intermittently or on a reduced schedule to care for the employee's child, spouse or parent who has a serious health condition. If such leave is foreseeable, based on planned medical treatment, the Human Resources Director may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave.

Employee Responsibility

The employee shall apply in writing to the department head for leave requested as follows:

- (1) Birth or adoption – The employee shall give the department head no less than 30 days notice, in writing, of the intention to take leave, subject to the actual date of the birth or adoption. If the date of the birth or adoption requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

- (2) Planned Medical Treatment – When the leave is to care for the employee’s child, spouse, or parent or because the employee has a serious health condition, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt operations, subject to the approval of the employee’s health care provider or the health care provider of the employee’s child, spouse or parent. The employee must also give 30 day’s notice of the intention to take leave, subject to the actual date of the treatment.

If the employee will not return to work, the department head or Human Resources Director, if a department head, shall be notified immediately by the employee. Failure to report at the expiration of the leave, unless an extension has been requested, may be considered as a resignation.

Certification

A Claim for leave because of adoption shall be supported by acceptable proof of adoption.

A claim for leave because of a serious illness of the employee or of the employee’s child, spouse, or parent shall be supported by a doctor’s certification that includes the following:

- (1) The date on which the serious health condition began;
- (2) The probable duration of the condition;
- (3) The appropriate medical facts regarding the condition;
- (4) A statement that the leave is needed to care for the child, spouse, or parent, and an estimate of the amount of time that is needed; or that the employee is unable to perform the functions of the position, whichever applies; and
- (5) Where certification is necessary for intermittent leave for planned medical treatment, the dates on which the treatment is expected to be given and the duration of the treatment.

Where the department head has reason to doubt the validity of the certification, the department head shall notify the Human Resources Director, and the department head with the approval of the Human Resources Director may require the employee to get the opinion of a second doctor designated or approved by the Human Resources Director. Where the second opinion differs from the opinion in the original certification provided, the Human Resources Director may require the employee to get the opinion of a third doctor designated or approved jointly by the employer and the employee. The third opinion is final and is binding on the County and the employee. The department head may require that the employee get subsequent re-certifications on a reasonable basis. The second and third classification and the re-certifications shall be at the County’s expense.

Employment and Benefits Protection

- (1) Reinstatement – The employee shall be reinstated to the same position held when the leave began or one of like status, pay, benefits, and other conditions of employment. The department head may require the employee to report at reasonable intervals to the employer on the employee's status and intention to return to work. The department head also may require that the employee receive certification that the employee is able to return to work.
- (2) Benefits – The employee shall be reinstated without loss of benefits accrued when the leave began. All benefits will accrue during any period of paid leave; however, no benefits will be accrued during period of leave without pay.
- (3) Health Benefits – The County shall maintain coverage for the employee under the County's group health and life insurance plan at the current level for the duration of leave at no additional cost to the employee. If the employee desires to continue dependent coverage, premiums must be paid to the County each month at a time determined by the Finance Officer. The County shall recover the premiums if the employee fails to return after the period of leave to which the employee is entitled has expired for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employees control.

Section 22. Leave Without Pay

A County employee may be granted short-term leave without pay upon recommendation of the department head and approved by the Human Resources Director. An employee granted leave without pay may be carried on the County's books in a non-pay status. The leave will be used for personal or family disability, completion of education, parental leave or special work that will permit the County to benefit by the experience gained or the work performed. The employee will apply in writing to the department head for leave, the department head will forward to the Human Resources Director a recommendation. Benefits will be pro-rated for employees with over 8 hours LWOP in any pay period to make sure we apply this policy consistently. An employee on leave without pay, having exhausted accumulated sick and annual leave will not accrue leave benefits, nor will they be entitled to holidays. That employee will however, be eligible for cost of living adjustments and merit increments and be eligible to continue to receive the benefits under the County's group insurance policies by paying the employee and employer portions.

Section 23. LWOP: Use of Accumulated Annual and Sick Leave and Continuation of Benefits in General

Accumulated annual leave will be exhausted when employee goes on leave without pay, except when drawing Workmen's Compensation payments. If an employee desires to go on leave without pay for reasons of personal disability, accumulated sick leave must be exhausted first, except when drawing Workmen's Compensation payments. A physician must furnish a certification on a prescribed form when the period of disability actually begins and ends. An

employee on leave without pay, having exhausted accumulated sick and annual leave will not accrue leave benefits, nor will they be entitled to holidays. That employee will however, be eligible for cost of living adjustments and merit increments, and be eligible to continue to receive the benefits under the County's group insurance policies by paying the employee and employer portions. An employee going on leave without pay for reasons of personal or family disability will be reinstated to the same position or one of like classification, seniority and pay upon his return to work.

Section 24. Military Leave

Regular/permanent employees who are members of the National Guard or Armed Forces Reserve organization will be granted ten workdays per year for military training with adjusted pay. On rare occasions due to annual training being scheduled on a federal fiscal year basis, an employee may be required to attend two periods of training in one calendar year. For this purpose only, an employee shall be granted an additional ten workdays of military leave during the same calendar year without pay.

Adjusted pay means that the County will make up the difference between military pay and regular County base pay. The effect will be to maintain the employee's salary at the normal level during this period. If such duty is required beyond the ten workdays, the employee shall be eligible to take accumulated annual leave or be placed in a leave without pay status, and the provisions of that leave shall apply. Under emergency conditions, additional days of emergency leave may be granted by the Board of County Commissioners. While on military leave, benefits and leave will accrue as though on regular County duty. Employees going into or returning from military service may elect to continue health insurance coverage under the county's group as mandated by the Uniformed Services Employment and Reemployment Rights Act under circumstances outlined in the group plan. These rights apply only to Employees and their Dependents covered under the Plan immediately before leaving for military service.

Part-time employees, who are in a regular/permanent status, shall be allowed to take military leave in proportion to the number of hours worked. Part-time employees taking military leave shall not be paid for more than the normal hours worked in a day.

Employees serving a probationary period, and all temporary employees, must take leave without pay to serve any required duty. Employees serving military duty will be allowed to keep pay received from such duty.

Regular/permanent employees who are guardsmen and reservists have all job rights specified in the Veterans Readjustment Assistance Act. Employees who volunteer for additional duty may use annual, compensatory time or leave without pay. If there is a compensatory balance, it should be used first for nonexempt employees.

Section 25. Reinstatement Following Military Service

An employee called to extended active duty with the United States military forces, who does not volunteer for service beyond the period for which called, shall be reinstated with full benefits provided the employee:

- 1) applies for reinstatement within ninety days after the release from military service; and
- 2) is able to perform the duties of the former position or similar position; or
- 3) is unable to perform the duties of the former position or a similar position due to disability sustained as a result of the military service, but is able to perform the duties of another position in the service of the County. In this case the employee shall be employed in such other position as will provide the nearest approximation of the seniority, status, and pay that the employee would otherwise have been provided, if available.
- 4)

Section 26. Civil Leave

A County employee called for jury duty or as a court witness for the federal or state governments, or a subdivision thereof, shall receive leave with pay for such duty during the required absence without charge to accumulated leave. While on civil leave, benefits and leave shall accrue as though on regular duty.

The employee may keep fees and travel allowances received for jury or witness duty in addition to regular compensation, except that employees must turn over to the finance director any witness fees or travel allowances awarded for court appearances in connection with official duties.

When an employee's obligation for jury or witness duty ends during the workday, the employee should return to work as soon as practical.

While on civil leave, benefits and leave shall accrue as though on regular duty.

Exception: An employee who is a principal in private litigation shall not be entitled to civil leave, but may take vacation leave or leave without pay for necessary court appearances with the approval of the board of commissioners.

Section 27. Funeral Leave

An employee may use sick leave up to three (3) working days for funeral leave, in case of death in the employee's immediate family. Immediate family is defined as wife, husband, mother, father, brother, sister, son, daughter, in-law and step relationships derived from those listed, grandparents, and grandchildren. In other cases where a relative is not covered by the definition above, but where unusual circumstances warrant, funeral leave may be granted by the department head with approval of the Human Resources Director. If additional leave is necessary beyond the three (3) days sick leave, then vacation or compensatory time may be taken.

Regular/permanent, part-time employees will be granted funeral leave in the same relation as to the regular hours worked. If the employee is normally scheduled to work four (4) hours per day, then that employee would be allowed four (4) hours of funeral leave per day for three (3) days.

Temporary employees are not entitled to paid funeral leave.

Section 28. Educational Leave

Upon recommendation of the department head, Human Resources Director, and County Manager, subject to the approval of the Board of County commissioners, an employee may be granted educational leave of absence without pay for a period not to exceed twelve (12) months, or Educational Leave with pay provided such arrangements are agreeable to all parties.

Section 29. Adverse Weather Policy

In the event of severe weather conditions the County Manager or Human Resources Director has the authority to alter the regular business day in accordance with the following guidelines:

Cancellation During the Workday

On the occasion of severe weather occurring during the routine office day, the decision to close County offices early will be made by the County Manager or Human Resources Director. Department heads and supervisors will be notified.

Under no circumstances will department heads or line supervisors release employees and close operations without direct approval from the Human Resources Director or County Manager, or in their absence, the Chairman of the Board of County Commissioners.

Employees who, of their own volition, leave work before an official early closing time has been announced, will be required to use accrued annual leave or compensatory time for all time taken, or make up the time in the manner described below.

Delayed Opening of County Offices

Following the occurrence of severe weather conditions overnight, County offices will attempt to open on a regular schedule. County employees should assess the road and travel conditions in their area and report to work as soon as practical using their own discretion. Employees should notify their supervisor or department head of their status.

Any employees not reporting to work for reason of adverse weather have the following options:

- a. Make up as much as 2 hours of work per work day by the end of the work week by working during lunch or before or after hours. All leave must be documented and approved by

department heads. This must be done in order to be in compliance with Federal Fair Labor Standards.

b. Using accrued compensatory leave.

c. Using accrued annual leave.

Exclusions From the Adverse Weather Policy

1. All law enforcement and emergency services personnel are specifically excluded from this policy. Work hours will continue to be set at the discretion of the respective department head or supervisor.
2. Maintenance and other departmental personnel necessary for snow removal operations or critical functions will work such hours as needed.

Section 30. Workers' Compensation Leave

An employee absent from duty because of sickness or disability covered by the North Carolina Worker's Compensation Act may receive Workers' Compensation benefits and may elect to use accrued sick or annual leave during the first waiting period.

The employee will continue to accrue leave at his/her normal rate. The County will continue to pay individual health insurance coverage on the employee, and may be permitted to continue to be eligible for benefits under the County's other group insurance plans.

Upon retirement, an employee's salary will be computed on the basis of the last salary earned plus any increment or other salary increase to which the employee would have been entitled during the disability covered by Workers' Compensation."

RESOLVED, further that the foregoing amendments and restatement is made effective this date and shall apply prospectively from the date of this resolution forward only; and

RESOLVED, that prior resolutions made or actions taken by the Macon County Board of County Commissioners which are inconsistent with the provisions of the foregoing amendments and restatement shall not longer have legal force or effect from the date hereof.

Adopted at the March 21, 2017, Regular Meeting of the Macon County Board of Commissioners which was recessed to this date from March 14, 2017.

James Tate, Chairman of the Macon County
Board County Commissioners

ATTEST:

Derek Roland, Clerk to the Board

(Official Seal)

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 11, 2017

DEPARTMENT/AGENCY:

SUBJECT MATTER: Award of bids for Robert C. Carpenter Community Building renovations

COMMENTS/RECOMMENDATION:

Bids for the general construction renovations, electrical, gym floor and plumbing updates at the Robert C. Carpenter Community Building will be opened at 2 p.m. on Monday, April 10th and the County Manager and Tom Ritter will have an update and recommendations for the board at the meeting.

Attachments _____ Yes X No

Agenda Item 10B

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 11, 2017

DEPARTMENT/AGENCY: Department of Social Services

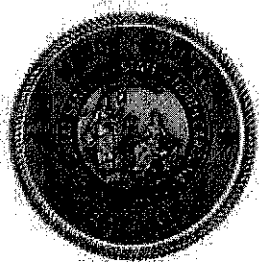
SUBJECT MATTER: Opposition to elimination of the Senior Community Service Employment Program

COMMENTS/RECOMMENDATION:

Please see the attached letter from DSS Director Patrick Betancourt to Bettie Seay with the State of Franklin Health Council regarding the potential federal budget cut that would jeopardize the Senior Community Service Employment Program (SCSEP) and the effect such a cut would have on Macon County. Mr. Betancourt will be at the meeting to share more details.

Attachments Yes No

Agenda Item 11A



Macon County Department of Social Services

Lakeside Government Complex
1832 Lakeside Drive
Franklin, North Carolina · 28734-6778
Tel: 828-349-2124 · Fax: 828-349-2401
www.maconnc.org/dss.html

R. Patrick Betancourt
Director

State of Franklin Health Council, Inc.
125 Brendle St.
Bryson City, NC 28713

Attn: Bettie Seay

March 30, 2017

Ms. Seay,

It has come to my attention that President Trump's proposed blueprint budget for Federal Fiscal Year 2018 includes a \$2.5 billion cut to the United States Department of Labor. Specifically, I am concerned that this budget cut would jeopardize the Senior Community Service Employment Program (SCSEP). This proposed action is one that I strongly oppose. The SCSEP has already experienced budget cuts during the previous administration. Additional cuts jeopardize the very existence of this incredibly valuable program.

As you also know, the citizens of Western North Carolina and, specifically, Macon County rely heavily on the services that State of Franklin's Senior Aide Program delivers. For 25 years, Macon County citizens, through our Senior Center, have benefited tremendously from the part-time employment of these older Americans. In my tenure as Director with oversight responsibilities of the center, I have been afforded numerous opportunities to interact with our Senior Aides. Bettie, each time I have had the pleasure of observing our Senior Aides, I am filled with overwhelming awe of these astounding people. I have seen our Senior Aides serve their peers with compassion; with pride in the Center in which they work; with pride in their sense of purpose; and with a diligence and dedication that many of us would do well to model ourselves after.

From an economic perspective, the gainful employment SCSEP affords these economically disadvantaged seniors often means that they no longer need to seek other public assistance benefits such as Medicaid and Food and Nutrition Services. In some cases, it teaches them new skills or helps them re-learn previous skills. The loss of this program could potentially force Macon County to significantly reduce the array of services offered through our Crawford Senior Center in order to offset the increase in salaries and benefits needed to replace these workers. In essence, the elimination of SCSEP means that Older Americans suffer multiple times for one decision. In a society which already undervalues our elders, such a decision is, in my opinion, reprehensible.

I ask you to please share this letter with whomever you feel would benefit from a better understanding of the negative impact such a budgetary decision would make. I sincerely thank you for the support the State of Franklin provides the senior citizens of Macon County.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Patrick Betancourt".

R. Patrick Betancourt, Director

Cc: Derek Roland, County Manager

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 11, 2017

DEPARTMENT/AGENCY: Department of Social Services

SUBJECT MATTER: Resolution in Recognition of Macon County Crawford Senior Center Volunteers

COMMENTS/RECOMMENDATION:

A copy of the proposed resolution is attached for your information and consideration. Mr. Betancourt and Sheila Jenkins, the Administrative Officer for Senior Services, will be at the meeting to provide additional information.

Attachments X Yes No

Agenda Item 11B

Macon County



Resolution in Recognition of Macon County Crawford Senior Center Volunteers

WHEREAS, Macon County is a community rich in volunteers that dedicate their valuable time and resources to the John L. and Dorothy R. Crawford Senior Center, making significant and positive outcomes, great and small; and

WHEREAS, volunteers have donated 8,060 hours at the Crawford Senior Center through March 31st of this current State Fiscal Year alone; and

WHEREAS, this spirit of volunteerism provides even more evidence that Macon County's greatest resource is its people; and

WHEREAS, volunteering one's time has been a significant part of our County heritage; and it is critical that we continue such a tradition to preserve and improve the quality of life for the citizens of our community; and

WHEREAS, experience teaches us that government alone cannot meet all the needs of our county; and

WHEREAS, we continue to rely on the efforts of volunteers to enrich our community.

NOW, THEREFORE, be it resolved that the Macon County Board of County Commissioners do, hereby, thank and honor the volunteers at the Crawford Senior Center by proclaiming April 23-29, 2017 as Macon County Volunteer Week.

Adopted this 11th day of April, 2017

BOARD OF COMMISSIONERS FOR MACON COUNTY, NORTH CAROLINA

Chairman

Attest

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 11, 2017

DEPARTMENT/AGENCY: Southwestern Child Development
Commission

SUBJECT MATTER: Nurse Family Partnership Program

COMMENTS/RECOMMENDATION:

Per Mr. Betancourt, Sheila Hoyle, the Executive Director with the Southwestern Child Development Commission, will appear before the board to request \$25,000 in county funding to help with the Nurse Family Partnership (NFP) Program. Please see the attached letter from Ms. Hoyle for more information. Also, attached below is a portion of an e-mail from Mr. Betancourt to the County Manager providing some additional supporting information.

I understand that you have been contacted via email by Sheila Hoyle requesting consideration of matching funds to support Southwestern Child Development Commission's delivery of the Nurse Family Partnership (NFP) Program. I recognize that the County receives many such requests for consideration and I would like to add some supporting information to that Sheila has already provided.

As you may know, in the world of child welfare service delivery, our State and Federal oversight agencies often speak to the need for consideration of evidence-based prevention services with little to no dollars offered to support those prevention activities. Combined with the lack of funding, the systemic and regulatory approach to child welfare is largely reactive making it even more difficult to deliver that "upstream" impact. That is where our investment and support of NFP can make a difference. The delivery of these home visiting services for first-time mothers occurs during pregnancy where supportive care of the pregnant mother is critical to healthy fetal development and can continue until the child is 2 years old, supporting healthy child brain development. Please take a moment to read about some of the evidence that supports NFP as the "gold-standard" for preventing child abuse and neglect.

Derek, I would proudly stack the child welfare workers in Macon County against any in the State and I have the utmost respect and confidence for the services they deliver every day. And, while our folks are top-tier, any work that we can divert away from them through an investment in an evidence-based, primary prevention model is, in my opinion, money soundly invested in this County's future. Thank you for your consideration. As always, please feel free to let me know if you have any questions.

Attachments 1 Yes No

Agenda Item 11C



Southwestern Child Development Commission, Inc.

...excellence in early childhood education

"Providing Quality Services for Young Children since 1972"

March 24, 2017

Mr. Derek Roland
5 West Main Street
Franklin, NC 28734

Dear Mr. Roland:

Thank you for taking time to read this information about Southwestern Child Development's Nurse Family Partnership Program. I am hopeful that you will be willing to consider a funding request for our activities in Macon County.

As you may already know, Southwestern Child Development Commission was fortunate in 2013 to receive a planning grant from the Kate B Reynolds Charitable Trust, in Winston-Salem to develop the Nurse Family Partnership Program for Haywood, Jackson, Macon and Swain Counties. With certification approval from the Nurse Family Partnership National Service Office in Denver, Colorado, we began delivering services in 2014 and continued to deliver services in all four of our counties.

Our program activities in Macon County have been robust. We are currently serving 8 infants and toddlers and their mothers in Macon County. Since the beginning of the program, 12 newborns have been program participants. During 2016, a total of 31 families were served in Macon County. Program eligibility requirements define each of the program participants as high-risk pregnancies due to a combination of vulnerable family indicators.

For the upcoming budget year of July 1, 2016 – June 30, 2017, Southwestern Child Development Commission is requesting local county funds from each of our four counties in the amount of \$25,000 from each county. These funds will be partnered with continuing funding including funds from the Kate B Reynolds Charitable Trust Foundation, Community Foundation of WNC, Evergreen Foundation and NC Department of Public Health.

We are proud of the outcomes this program is producing and are eager to share with you information about our results and the human capital return for this investment of county funds.

Please contact me if you have or need additional information. Steve Metcalf, with The Policy Group, will be in touch with you to discuss ways that NC's counties are moving forward with this cost-efficient intervention and prevention model for young children. Mr. Metcalf is working with Southwestern and with Chris Bishop, NC State Director for the Nurse-Family Partnership Program to assure continuing success in NC's counties.

Thank you for considering this request.

Sheila Hoyle

Sheila Hoyle, Executive Director

cc: Steve Metcalf, The Policy Group; Chris Bishop, NC State Director, Nurse Family Partnership

Serving Cherokee, Clay, Graham, Haywood, Jackson, Macon, Swain Counties
A Child Care Resource and Referral Agency

Agency Mailing Address
PO Box 250
Webster, NC 28788
www.swcdcinc.org

Main Office
P. 828-586-5561
F. 828-586-4039

Haywood County Office
P. 828-456-4473
F. 828-452-1914

Cherokee County Office
P. 828-837-9155
F. 828-837-9191

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 11, 2017

DEPARTMENT/AGENCY: County Attorney

SUBJECT MATTER: Non-Revocable License Agreement with
Cross The Road Youth Ministries, Inc.

COMMENTS/RECOMMENDATION:

Please see the attached document prepared by the County Attorney, who can provide more information on this topic at the meeting.

Attachments 1 Yes No

Agenda Item 11D

STATE OF NORTH CAROLINA
COUNTY OF MACON

NON-REVOCABLE LICENSE AGREEMENT

This Non-Revocable License Agreement is made and entered into this the ___ day of April, 2017, by and between Macon County, a North Carolina County and body politic and political subdivision of the State of North Carolina, hereinafter referred to as "County" and Cross the Road Youth Ministries, Inc, a North Carolina Non-Profit Corporation, hereinafter referred to as "Cross the Road".

That whereas, County does own certain real property described in the deed dated November 29, 1973, from Stella Burrell and husband W.C. Burrell to Macon County, recorded in the Office of the Register of Deeds for Macon County, North Carolina, in Book Y-9, at Page 30; and

Whereas, County does use said real property as Senior Services Center; and

Whereas, County has the need for additional parking for its clients who go to the Senior Services Center and their transportation to the same in connection with its Senior Services Center operations conducted upon said real property; and

Whereas, County has approached Cross the Road concerning the possibility of their clients who go to the Senior Services Center and their transportation to the same being allowed for a period of at least 3 years from the date hereof to drive upon, park upon and walk upon a portion of the real property of Cross the Road which is described in the deed dated July 23, 2008, from Kimberly Mendenhall Walker and husband, Ronald A. Walker, and Ann McCoy Mendenhall Bowen, also known as Gail Annette Bowen, unmarried widow of Bernard Bowen, to Cross the Road Youth Ministries, a North Carolina Non-Profit Corporation, recorded in the Office of the Register of Deeds for Macon County, North Carolina, in Book L-32, at Pages 1383 - 1370, and which is in the vicinity of the property of County above-described; and

Whereas, Cross the Road has advised the County that it will allow clients who go to the Senior Services Center and their transportation to the same to for a period of at least 3 years from the date hereof, drive upon, park upon and walk upon a portion of said real property of the Cross the Road which is in the vicinity of the property of County in accordance with the terms and conditions of this Non-Revocable License Agreement as set forth hereinafter.

NOW THEREFORE, in consideration of the premises and the further sum of \$10.00 and other valuable considerations paid by the Cross the Road, the receipt of which is hereby acknowledged by the Cross the Road, the parties hereto do agree to the following terms and conditions of this Non-Revocable License Agreement:

1. Cross the Road does hereby agree and does hereby give a non-revocable license to County to allow its clients who go to the County Senior Services Center and their transportation to the same to, for a period of at least 3 years from the date hereof, drive upon and walk upon a portion the real property of the Cross the Road which is described in the deed dated July 23, 2008, from Kimberly Mendenhall Walker and husband, Ronald A. Walker, and Ann McCoy Mendenhall Bowen, also known as Gail Annette Bowen, unremarried widow of Bernard Bowen, to Cross the Road Youth Ministries, a North Carolina Non-Profit Corporation, recorded in the Office of the Register of Deeds for Macon County, North Carolina, in Book L-32, at Pages 1383 - 1370, as is reasonably necessary to access the parking area described below and to walk from the same to property of the County in the vicinity thereof; and
2. Cross the Road does hereby agree and does hereby give a 3 year non-revocable license to County to allow its clients who go to the County Senior Services Center and their transportation to the same to drive upon and walk upon a portion the real property of of the Cross the Road which is described in the deed dated July 23, 2008, from Kimberly Mendenhall Walker and husband, Ronald A. Walker, and Ann McCoy Mendenhall Bowen, also known as Gail Annette Bowen, unremarried widow of Bernard Bowen, to Cross the Road Youth Ministries, a North Carolina Non-Profit Corporation, recorded in the Office of the Register of Deeds for Macon County, North Carolina, in Book L-32, at Pages 1383 - 1370, said portion being that area shown in the blue grid on Exhibit A attached hereto (which is a drawing of said properties of Cross the Road) and which is incorporated herein by reference as if the same was more fully set forth herein; and
3. County does agree to indemnify and hold harmless Cross the Road from any and all liability of Cross the Road, including without limitation attorneys fees, arising out of the exercise of this Non-Revocable License Agreement except for the intentional acts or omissions of Cross the Road, the willful acts of Cross the Road and the negligent acts and/or omissions of Cross the Road, which would result in the liability of Cross the Road; and
4. County is authorized and shall conduct or cause to be conducted limited grading upon the lands of Cross the Road above referenced and shown in the blue grid on Exhibit A attached hereto (which is a drawing of said properties of Cross the Road) and which is incorporated herein by reference as if the same was more fully set forth herein and install gravel within that area shown in the blue grid on Exhibit A attached hereto (which is a drawing of said properties of Cross the Road) and which is incorporated herein by reference as if the same was more fully set forth herein so that such area can be reasonably be used as parking area. The grading and graveling obligations of County as set forth herein shall be fulfilled by the County within its reasonable judgment and discretion and shall be completed before clients of the County Senior Services Center and their transportation to the same are allowed by the County to park upon the same. The parties hereto stipulate and agree that this grading and graveling by County shall constitute the consideration for the 3 year Non-Revocable License Agreement granted by Cross the Road herein. In consideration of said grading and graveling by County, Cross the Road specifically

agrees that it is expressly estopped to deny the non-revocability of this Non-Revocable License Agreement; and

5. This Non-Revocable License Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Non-Revocable License Agreement shall be brought in the General Court of Justice for the State of North Carolina in the County of Macon.
6. This Non-Revocable License Agreement is not assignable.
7. This Non-Revocable License Agreement shall constitute the entire understanding between County and Cross the Road and shall supersede all prior understandings and agreements relative to the subject matter hereof and may be amended only by written mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and caused these presents to be duly executed the day and year first above written.

Macon County

By: _____
County Manager

Cross the Road Youth Ministries, Inc.

By: _____
President and authorized representative

2140

6594074911
MARTIN, WILLIAM R
J-16/10

2100

6594072845
ARVEY, CHARLES W
05-E/267

2120

6594175746
MACON COUNTY BOARD OF EDUCATION
N-4/554

PANTHER CR

6594073715
CROSS THE ROAD YOUTH MINISTRIES INC
L-32/1368

FORREST

6594074724
CROSS THE ROAD YOUTH MINISTRIES INC
L-32/1368

6594175746
MACON COUNTY BOARD OF EDUCATION
N-4/554

6594072694
NICHOLS, CHARLES V
G-35/1

6594075579
HIGDON, BRIGITTE J TRUSTEE
F-36/374

6594072427
MACON COUNTY
Y-9/186

6594074511
FRANKLIN CHAMBER OF COMMERCE
F-8/131

6594075458
HIGDON, BRIGITTE J TRUSTEE
F-36/374

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 11, 2017

DEPARTMENT/AGENCY: Transit

SUBJECT MATTER: Conflict of interest statements

COMMENTS/RECOMMENDATION:

Stemming from a recent compliance visit from state officials, Transit Director Kim Angel has been advised that each member of the county's governing board will need to sign a "Conflict of Interest" statement in order to correct a program deficiency. Since that time, it is my understanding that she and the County Attorney have been working to develop a Conflict of Interest Policy Statement for the board's consideration. I am anticipating that the document will be ready for review at the meeting on the 11th. Meanwhile, a copy of the initial document provided by Ms. Angel is attached for your reference.

Attachments 1 Yes No

Agenda Item 11E

Policy on: Conflict of Interest	Procedure on:
Date Initiated: 09-07-10	Page 1 of 2
Review/Revise Date: 03-17-17 – No changes	

Purpose: To maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

Policy Statement: No employee, officer, agent, immediate family member, or Board member of Macon County shall participate in the selection, award, or administration of a contract supported by Federal and/or State funds if a conflict of interest, real or apparent, would be involved.

Guidelines:

A conflict would arise when any of the following has a financial or other interest in the firm selected for award:

1. The employee, officer, agent, or Board member,
2. Any member of his/her immediate family,
3. His or her partner, or
4. An organization that employs, or is about to employ, any of the above
5. The agency's officers, employees, agents, or Board members will neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
6. Employees, officers, agents, and advisory board members of MCT will be required to sign a conflict of interest statement. A copy of this statement is attached to this policy.

Refer to: Macon County TAB By-laws

Consequences:

1. Failure to comply with the terms of this policy may result in MCT being non-compliant with FTA policy.
2. Continued non-compliance with FTA's policy may result in loss of federal and/or state funds from FTA and/or NCDOT Public Transportation Division.

Management Responsibilities:

MCT management is responsible for ensuring employees, officers, agents, and board members are aware of this policy.

Policy approved by the Macon County Transportation Advisory Board and adopted the
__7th__ day of __September__, 2010.

Chairperson's Signature

Transit Director's Signature

Policy on: Conflict of Interest	Procedure on:
Date Initiated: 09-07-10	Page 2 of 2
Review/Revise Date: 03-17-17 – No changes	

Conflict of Interest Policy Statement

In accordance with Board policy and related legislation, no employee, officer, agent, immediate family member, or Board member of the agency shall participate in the selection, award, or administration of a contract supported by Federal and/or State funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:

- The employee, officer, agent, or Board member,
- Any member of his/her immediate family,
- His or her partner, or
- An organization that employs, or is about to employ, any of the above.

The agency's officers, employees, agents, or Board members will neither solicit nor accept gifts, gratuities, favors, or anything of monetary from contractors, potential contractors, or parties to sub-agreements

The undersigned hereby acknowledges, understands, and agrees to abide by this policy.

(Printed Name)

(Signature)

(Date)

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 11, 2017

DEPARTMENT/AGENCY: Finance

SUBJECT MATTER: Request to release lottery funds

COMMENTS/RECOMMENDATION:

Per the Finance Director, please see the attached copy of the application to request release of \$297,695.03 in lottery funds from the Public School Building Capital Fund.

Attachments 1 Yes No

Agenda Item 11F

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Macon
LEA: 560
Address: 5 W Main St, Franklin, NC 28734

Contact Person: Lori M. Hall
Title: Finance Director
Phone: 828-349-2027

Project Title: 2016-17 Debt Service
Location: Various
Type of Facility: School Facility

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds.
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: _____

Estimated Costs:

Purchase of Land	_____	\$	_____
Planning and Design Services	_____		_____
New Construction	_____		_____
Additions / Renovations	_____		_____
Repair	_____		_____
Debt Payment / Bond Payment	_____		297,695.03
TOTAL	_____	\$	297,695.03

Estimated Project Beginning Date: _____ Est. Project Completion Date: _____

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 297,695.03 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)

(Signature — Chair, Board of Education) (Date)

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 11, 2017

DEPARTMENT/AGENCY: NC Department of Public Safety

SUBJECT MATTER: Renewal of lease agreement

COMMENTS/RECOMMENDATION:

Please see the attached letter and lease agreement in connection with the renewal of the lease of county property to the state Department of Public Safety for an institutional facility and 2.76 acres of land located at 1950 Lakeside Drive in Franklin known locally as the NewBridge facility. The term of the lease is for three years commencing June 1, 2017 and ending May 30, 2020 for the sum of \$1.

Attachments 1 Yes No

Agenda Item 11G



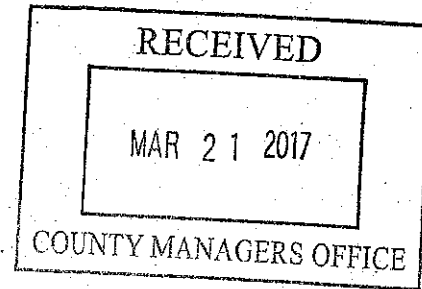
North Carolina Department of Public Safety

Purchasing and Logistics

Roy Cooper, Governor
Linda Wheeler Hayes, Interim Secretary

Gregory K. Baker, Commissioner
Joanne B. Rowland, Director

February 27, 2017



Derek C. Roland
Macon County Manager
5 West Main street
Franklin, NC 28734

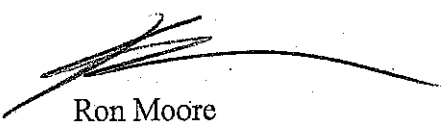
RE: Lease Agreement for +/- 3,477 Square Feet of Institutional Facility and 2.76 Acres of the Surrounding Grounds located at 1950 Lakeside Drive, Franklin, Macon County, North Carolina

Dear Mr. Roland:

Enclosed please find two (2) originals of the above-mentioned lease agreements. Upon your review and approval, please **sign** have your signature notarized, and return the lease agreements to me as soon as possible. Once the signed lease agreements are received from you, the Director of Purchasing and Logistics will execute on the State's behalf and the effective date will be inserted on the first page. A fully executed original will then be forwarded to you.

In the meantime, if you have any questions, please feel free to contact me at (919) 324-6467. Thank you for your assistance in this matter.

Sincerely,



Ron Moore
Real Property Manager

Enclosures (2)

MAILING ADDRESS:
4227 Mail Service Center
Raleigh, NC 27699-4227
www.ncdps.gov



An Equal Opportunity Employer

OFFICE LOCATION:
3030 Hammond Business Place
Raleigh, NC 27603-3666
Telephone (919) 743-8141
Fax (919) 733-3731

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED BY THE
NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY**

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF MACON

THIS LEASE AGREEMENT, made and entered into this _____ day of _____, 2017, by and between, **Macon County**, hereinafter designated as Lessor, and the **State of North Carolina**, hereinafter designated as Lessee;

WITNESSETH:

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and as amended on September 8, 1999 and December 7th, 1999, and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum date the 18th day of January, 2017 and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **Franklin Township, County of Macon, North Carolina**, more particularly described as follows:

Being ±3,477 gross square feet of institutional facility space and 2.76 acres of the surrounding grounds located on 1950 Lakeside Drive, Franklin, Macon County, North Carolina. Space is to be utilized to provide care, instructions, training and hands-on experience and supervision for troubled juveniles.

(Juvenile Justice and Delinquency Prevention)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three (3) years commencing on the **1st day of June, 2017**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **30th day of May, 2020**.
2. The Lessee shall pay to the Lessor rental for said premises the sum of **\$1.00** Dollar for the term of this lease.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. The leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.
- C. Any fire or safety inspection fee and stormwater fee will be paid by Lessor.
- D. The number of keys to be provided to Lessee for each lockset shall be reasonably determined by Lessee prior to occupancy, at no cost to Lessee.
- E. Lessee shall maintain the building and grounds. Lessee shall pay all utilities and janitorial services.

4. Lessee agrees to the following as part of the consideration for this lease.

- A. The Lessee takes the premises 'as is'.
- B. Lessee will not spend more than \$25,000 in annual repairs. If any repair exceeds this limit and the County will not agree to repair, the State has the right to terminate the lease with a 6 month written notice or earlier if the repair makes the premises uninhabitable.

5. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee, and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

6. If the said premises were destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

7. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

8. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

9. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

10. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

11. Any hold over after the expiration of the said term, or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

12. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premises leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

13. The Lessee shall have the right to assign or sublet the premises with the Lessor's written consent. Assignment will be subject to receiving Lessor's prior written consent, upon the Lessee's written request to so and shall not be unreasonably withheld or delayed.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at, **Macon County Manager's Office, 5 West Main Street, Franklin, North Carolina 28734** and the Lessee, **NC Department of Juvenile Justice & Delinquency Prevention, Chief Deputy Secretary, 1801 Mail Service Center, Raleigh, North Carolina 27699-1801**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. The State of North Carolina is an immune sovereign and is not ordinarily subject to suit. However the State has enacted the North Carolina Tort Claims Act, pursuant to which the State may be liable for the torts of its officers and employees, within the terms of the act. Accordingly, the State will be primarily liable for any claims within the coverage of the Tort Claims Act.

16. Lessor agrees that the Lessee's decision to self-insure satisfies all insurance requirements of this Lease applicable to Lessee.

17. North Carolina General Statute §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any employee of Lessee of any gift from anyone with a contract with Lessee, or from any person seeking to do business with Lessee. By execution of this Lease, Lessor attests, for its entire organization, including its employees or agents, that it is not aware that any such gift has been offered, accepted, or promised by any employees of its organization.

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

Joanne Rowland,
Director of Purchasing and Logistics

COUNTY OF MACON

Derek Roland,
Mason County Manager

ATTEST:

Secretary

STATE OF NORTH CAROLINA
COUNTY OF MACON

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ personally came before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2017.

Notary Public

Print Name

My Commission Expires:

**CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act**

G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86-58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86-55 *et seq.** requires that each proposer, prior to contracting with the State certify, and the undersigned on behalf of the Proposer does hereby certify, to the following:

1. that the proposer is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in activities in Iran;
2. that the proposer shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Proposer to make this Certification.

Proposer: _____

By: _____
Signature

Date: _____

Printed Name

Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx> will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

*Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but renumbered for codification at the direction of the Revisor of Statutes.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 11, 2017

DEPARTMENT/AGENCY: Southwestern Community College
Board of Trustees

SUBJECT MATTER: Possible joint meeting

COMMENTS/RECOMMENDATION:

Per an e-mail to the County Manager, the April 25, 2017 Southwestern Community College Board of Trustees meeting will be held at 5 p.m. in the Entegra Bank Boardroom of the Cecil L. Groves Center on the college's Macon campus to "accommodate a request from the Macon County Board of Commissioners for a joint meeting of the two boards."

Attachments _____ Yes X No

Agenda Item 11H

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: April 11, 2017

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Consent Agenda

DEPARTMENT HEAD COMMENTS/RECOMMENDATION:

- A. **Minutes** – Consideration of the minutes from the March 14, 2017 regular meeting, the March 21, 2017 continued session and the April 4, 2017 continued session. The minutes will be forwarded via a separate e-mail prior to the meeting.
- B. **Finance** – Consideration of Budget Amendment #153, per Attachment 12B.
- C. **Tax releases** – Consideration of tax releases for the month of March 2017 in the amount of \$116.05, per Attachment 12C
- D. **Ad valorem tax collection report** – No action is necessary. Attachment 12D.

COUNTY MANAGER'S COMMENTS/RECOMMENDATION:

Attachments 3 Yes No

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

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



**Phone: (828) 349-2149
Fax: (828) 349-2564
tmcowell@maconnc.org**

TO: MACON COUNTY COMMISSIONERS

**FROM: Macon County Tax Office
 Teresa McDowell, Tax Collections Supervisor**

DATE: April 3, 2017

RE: Releases for March, 2017

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

AMOUNT OF RELEASES FOR MARCH, 2017: \$116.05

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discont Amount	Trn Check Number	Trans Rev
1	03/29/17	72008	16A72008.12	G01	18.67-	18.67-	0.00		0.00			
				F01	2.38-	2.38-	0.00		0.00			
				L01	95.00-		0.00	95.00-	0.00			
***			BRYSON, JEFFREY		116.05-	21.05-	0.00	95.00-	0.00	0.00	R	CLERICA

=====
 Tax Code Totals
 F01*16- FR FIRE 2.38- 2.38- 0.00 0.00 0.00 0.00
 G01*16- GEN TAX 18.67- 18.67- 0.00 0.00 0.00 0.00
 L01*16- RES FEE 95.00- 0.00 0.00 95.00- 0.00 0.00
 Total for Group REL*17*03 116.05- 21.05- 0.00 95.00- 0.00 0.00
 =====

***** Totals By Tax Cycle *****
 Cycle Current Delinquent
 A 0.00 116.05-

MACON COUNTY MONTHLY
AD VALOREM TAX COLLECTIONS REPORT

Mar-17

Month to Date	Beginning Balance	Levy Added	Less Releases	Less Write-Offs	Equals Adj Levy	Gross Payments	Less Refunds	Misc Dr/Cr	Net Payments	Outstanding Balance
General Tax	976239.23	3022.57	-1563.29	-35.49	977663.02	-246527.9	972.72	172.13	-245383.05	732279.97
Fire Districts	132122.49	242.82	-276.98	-5.75	132082.58	-30958.6	0	58.65	-30899.95	101182.63
Landfill User Fee	159761.7	95	-665	-5.25	159186.45	-38411.48	0	93.1	-38318.38	120868.07
Totals	1268123.42	3360.39	-2505.27	-46.49	1268932.05	-315897.98	972.72	323.88	-314601.38	954330.67

Year to Date	Beginning Balance	Levy Added	Less Releases	Less Write-Offs	Equals Adj Levy	Gross Payments	Less Refunds	Misc Dr/Cr	Net Payments	Outstanding Balance	Collection Percentage
General Tax	0	26770541.32	-22169.81	-1453.56	26746917.95	-26306250.9	97324.48	194288.44	-26014637.98	732279.97	97.26
Fire Districts	0	3045346.67	-2482.39	-219.02	3042645.26	-2944169.24	3.41	2703.2	-2941462.63	101182.63	96.67
Landfill User Fee	0	2547330	-3515	-30.16	2543784.84	-2424876.35	0	1959.58	-2422916.77	120868.07	95.25
Totals	0	32363217.99	-28167.2	-1702.74	32333348.05	-31675296.49	97327.89	198951.22	-31379017.38	954330.67	97.05

The Collection Rate is 97.26% collected on 2016 general taxes, late listing penalty, county vehicles, discoveries and deferred taxes as of 3/31/2017 as compared to 97.35% on 2015 taxes as of 3/31/2016

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

MEETING DATE: March 11, 2017

DEPARTMENT/AGENCY: Governing Board

SUBJECT MATTER: Appointments

COMMENTS/RECOMMENDATION:

(A) Parks and Recreation Director Seth Adams reports that the terms of Matt Bullis, Josh Ward and Josh Cantrell as members of the county's Recreation Commission have expired, and he has provided applications from Nick Birchard, Jay Brooks and Lisa Leatherman to fill those three positions. Copies of the applications are attached.

Attachments 3 Yes No

Agenda Item 13(A)

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

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

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

or FAX to: 828-349-2400

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

Name of Authority, Board or Committee applying for: Recreation Commission

Name Nick Birchard

Address 1703 Frazier Rd. City Franklin NC Zip 28734

Telephone: Home 8283716473 Work 8283492269

Occupation Computer support with Macon County NC

Business Address 5 west main street, Franklin, NC 28734

Email Address nbirchard@maconnc.org work nick.birchard@gmail.com personal

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

I don't see any.

Educational Background

FHS High school class of 2000

Business and Civic Experiences/Skills:

Information Technology

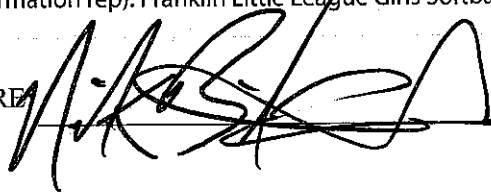
Areas of Expertise and Interest/Skills:

Sports from youth to professional. Coaching youth sports.

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

Macon County Youth Baseball (web/social media/information rep). Macon County Youth Basketball (VP, web/social media/information rep). Franklin Little League Girls Softball rep.

SIGNATURE



DATE: 3/17/2017

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

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

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

or FAX to: 828-349-2400

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

Name of Authority, Board or Committee applying for: Recreation Commisson

Name Jay Brooks

Address 20 Gibson Cove Estate Drive City Franklin NC Zip 28734

Telephone: Home 8284216038 Work 8285246467

Occupation Teacher-Coach -Athletic Director -- Macon County Schools (Franklin High School)

Business Address 100 Panther Drive Franklin NC 28734

Email Address jay.brooks@macon.k12.nc.us

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

NA

Educational Background

High School Grad 1993
College Grad 1998 - Bachelor Science in Education

Business and Civic Experiences/Skills:

NA

Areas of Expertise and Interest/Skills:

Interest in the improvement of our County. Was asked by Seth Adams to fill out an application to serve on this board.

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

NA

SIGNATURE:

Jay Brooks

DATE: Feb 26, 2017

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

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

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

or FAX to: 828-349-2400

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

Name of Authority, Board or Committee applying for: RECREATION COMMISSION

Name: LISA LEATHERMAN

Address: 83 N. DEER RUN TRL, City: FRANKLIN, NC Zip: 28734

Telephone: Home: 828 524 4356 Work: 828 369 4534

Occupation: DUKE ENERGY GOVERNMENT AND COMMUNITY RELATIONS MANAGER

Business Address: 271 NP&L LOOP

Email Address: lisa.leatherman@duke-energy.com

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

NONE THAT I AM CURRENTLY AWARE

Educational Background

B.A. BIOLOGY

Business and Civic Experiences/Skills:

30 YEARS WITH DUKE ENERGY IN VARIOUS CUSTOMER FACING ROLES INCLUDING: LAKE SERVICES, HYDRO REGENERATING, HYDRO OPERATIONS, ENGINEERING, AND VEGETATION MANAGEMENT

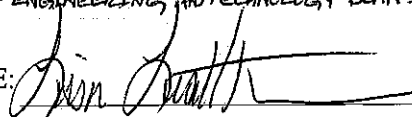
Areas of Expertise and Interest/Skills:

OUTDOOR RECREATION AND TEAM SPORTS

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

MAYNERS SPRING CONSERVATION TRUST, SMOKY MOUNTAIN HIST. FRANKLIN AREA CHAMBER OF COMMERCE, MACON COUNTY DEPARTMENT OF SOCIAL SERVICES, MACON COUNTY CARE NETWORK, MACON COUNTY COMMUNITY FOUNDATION, SOUTHWESTERN COMMUNITY COLLEGE FOUNDATION, WESTERN CAROLINA UNIVERSITY'S COLLEGE OF ENGINEERING AND TECHNOLOGY DEAN'S ADVISORY BOARD, WCU'S ACADEMIC COMMUNITY ENGAGEMENT BOARDS

SIGNATURE:



DATE: 3/13/17