

Macon County



**MACON COUNTY BOARD OF COMMISSIONERS
DECEMBER 13, 2022
6 P.M.
AGENDA**

Note: Years of Service awards will be presented to county employees beginning at 5 p.m. in the commission boardroom. A reception for those employees and newly-elected Commissioners Danny Antoine and John Shearl will be held in the hallway of the third floor of the Macon County Courthouse immediately following the presentations.

1. Call to order and welcome by Chairman Higdon at 6 p.m.
2. Announcements
3. Moment of Silence
4. Pledge of Allegiance
5. Closed session as allowed under NCGS 143-318.11(a)(6) regarding a personnel matter and 143.318.11(a)(3) to preserve the attorney-client privilege
6. Public Hearing(s) – **6 p.m.**
 - (A) Lease with Sutton Broadcasting Corporation for use of space on communications tower on Cowee Bald Electronic Site – Emergency Services Director Warren Cabe
 - (B) Lease with Blue Ridge Broadcasting Corporation for use of space on communications tower on Cowee Bald Electronic Site – Mr. Cabe
 - (C) Macon County Community Transportation Program Application – Transit Director Darlene Asher

NOTE: The board may choose to act on any of these matters immediately following the close of the respective public hearing.

7. Public Comment Period
8. Additions to agenda

9. Adjustments to and approval of the agenda
10. Reports/Presentations
 - (A) Fiscal Year 2022 audit presentation – Claire Chase, Martin Starnes & Associates, CPAs, PA
 - (B) Overview of the 2022 Election – Melanie Thibault, Macon County Board of Elections Director
11. Old Business
 - (A) Update on Highlands Middle School renovations – County Manager Derek Roland
 - (B) Update on Nantahala Library/Community Center – Jack Morgan
12. New Business
 - (A) Mountain Mediation Services Dissolution In-Kind Space Request – Gabrielle Grant, Executive Director
 - (B) Southwestern RPO Travel Demand Model Socio-Economic Data Projection for Macon County – Amin Mohamadi Hezaveh, North Carolina Department of Transportation
 - (C) Consideration of Macon County Public Health Billing Guide and Fee Schedule – Health Director Kathy McGaha
 - (D) Consideration of Community Care lease agreement – Mrs. McGaha
 - (E) Consideration of bid for Transit Department parking facility – Transit Director Darlene Asher
 - (F) Resolution to exempt engineering services for groundwater monitoring and reporting for the Solid Waste Department from the provisions of Article 3D of Chapter 143 of the North Carolina General Statutes – Solid Waste Director Chris Stahl
 - (G) Resolution to exempt engineering services associated with the proposed turn lane required by NCDOT for the future Carson Convenience Center from the provisions of Article 3D of Chapter 143 of the North Carolina General Statutes – Mr. Stahl
 - (H) Results and recommendation regarding the Request for Proposal (RFP) for engineering services for the Solid Waste Department – Mr. Stahl
 - (J) Declaration of Sheriff's Department service weapons for retired officers to be declared surplus – Mr. Roland
 - (K) Discussion regarding 2023 commission liaison assignments – Chairman Higdon
 - (L) Presentation of handbook for commission members – Mr. Roland

13. 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 December 5, 2022 special called meeting

(B) Budget Amendments #104-109

(C) Tax releases for the month of November in the amount of
\$1,726.59

(D) Monthly ad valorem tax collection report – no action necessary

14. Appointments

(A) Board of Health – 1 seat

(B) Planning Board – 2 seats

(C) Vaya Regional Board – 1 seat

15. Adjourn/Recess

The next regular meeting is scheduled for Tuesday, January 10, 2023 at 6 p.m.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – PUBLIC HEARINGS

MEETING DATE: December 13, 2022

We have three public hearings on the agenda, as follows:

The first two hearings involve sublease agreements regarding the use of space on a communications tower and associated space for transmitters within a communications building located on the Cowee Bald Electronic Site. The first hearing involves Sutton Broadcasting Corporation, where the annual lease sum payments would be \$6,000 plus two-thirds of the site fees. The second hearing involves Blue Ridge Broadcasting Corporation, with annual lease sum payments of \$3,000 plus one-third of the site fees. These agreements would run through the end of 2032. Emergency Services Director Warren Cabe can provide additional details at the meeting.

The following documents are contained in the agenda packet:

- Copies of the two public notices, which appeared in the November 30, 2022 edition of *The Franklin Press*.
- Copies of resolutions declaring the property to be surplus and approving the subleases to Sutton Broadcasting and Blue Ridge Broadcasting, respectively.
- Copies of the sublease agreement amendments for both parties, which the board can authorize the county manager to sign upon approval.
- A copy of the 20-year Communications Use Lease between the US Forest Service and the county, which was approved in December of 2021.

The third and final public hearing involves the capital portion of the Macon County Community Transportation Program Application, or more specifically, Section 5311 (ADTAP), 5310, 5339, 5307 and applicable state funding, or combination thereof. A copy of the public notice will be included in the packet. Please note that this hearing is in connection with

funding for Macon County Transit for the period of July 1, 2023 through June 30, 2024. As you will note on the public hearing notice, the local share for several capital items for this timeframe is \$134,879, or 20 percent of the \$674,392 total. Transit Director Darlene Asher can provide more detail and answer questions at the meeting. A Public Transportation Program Resolution will be included in the packet for the board's consideration. The application must be submitted to the North Carolina Department of Transportation no later than December 14, 2022, and a copy of the "FY 2024 Local Share Certification for Funding" form, which the county manager will sign, is also included in the packet for your review. Finally, the packet includes a memo from Ms. Asher with more details on her department's capital request.

PUBLIC NOTICE

Please take notice that the Macon County Board of Commissioners, at its regularly scheduled meeting on Tuesday, December 13, 2022 at 6:00 p.m. in the Commission Boardroom located on the third floor of the Macon County Courthouse at 5 West Main Street, Franklin, NC 28734, will consider authorization of a lease with Sutton Broadcasting Corporation for use of space on a communications tower and associated space for transmitter(s) within a communications building located on the Cowee Bald Electronic Site, Macon County, NC. The annual lease sum payments are proposed to be \$6,000 plus 2/3 of the site fees and the Macon County Board of Commissioners will consider a resolution authorizing such lease following the close of the public hearing.

This the 21st day of November 2022.

PUBLIC NOTICE

Please take notice that the Macon County Board of Commissioners, at its regularly scheduled meeting on Tuesday, December 13, 2022 at 6:00 p.m. in the Commission Boardroom located on the third floor of the Macon County Courthouse at 5 West Main Street, Franklin, NC 28734, will consider authorization of a lease with Blue Ridge Broadcasting Corporation for use of space on a communications tower and associated space for transmitter(s) within a communications building located on the Cowee Bald Electronic Site, Macon County, NC. The annual lease sum payments are proposed to be \$3,000 plus 1/3 of the site fee expenses. The Macon County Board of Commissioners will consider a resolution authorizing such lease following the close of the public hearing.

This the 21st day of November 2022.

STATE OF NORTH CAROLINA
COUNTY OF MACON

**RESOLUTION OF THE MACON COUNTY BOARD OF COUNTY COMMISSIONERS
DECLARING PROPERTY TO BE SURPLUS AND APPROVING SUBLEASE OF THE
SAME BY MACON COUNTY TO SUTTON BROADCASTING CORPORATION.**

THAT WHEREAS, Macon County leases certain real property being described in the Sublease Agreement to Sutton Broadcasting Corporation, a South Carolina Business Corporation, a copy of which is attached hereto; and

WHEREAS, Macon County does not presently have a use for the same and will not need the same for and during the term of the attached sublease; and

WHEREAS, Macon County desires to declare the same to be surplus for and during the term of the sublease and authorized the entry of the Sublease to Sutton Broadcasting Corporation, a South Carolina Business Corporation, a copy of which is attached hereto; and

WHEREAS, pursuant to N.C. Gen. Stat. § 160A-272, Macon County is authorized to enter into the Sublease to Sutton Broadcasting Corporation, a South Carolina Business Corporation, a copy of which is attached hereto, upon the passing of a Resolution authorizing the same and duly advertising notice of its intent to enter the same at the Regular Meeting.

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

RESOLVED, that Macon County does hereby declare the real property described in the Sublease to Sutton Broadcasting Corporation, a South Carolina Business Corporation, a copy of which is attached hereto and incorporated herein by reference, to be surplus property and it will not be needed by Macon County during the term of the sublease; and

RESOLVED, that Macon County does hereby authorize the entry into the Sublease to Sutton Broadcasting Corporation, a South Carolina Business Corporation, a copy of which is attached hereto and incorporated herein by reference; and

RESOLVED, that Derek Roland, Macon County Manager, is hereby authorized and directed to fill in any blanks upon the same and execute said Sublease to Sutton Broadcasting Corporation, a South Carolina Business Corporation, on behalf of Macon County; and

RESOLVED, that Macon County gave due notice of its Intent enter such Sublease as required by N.C. Gen. Stat § 160-272.

Adopted at the December 13, 2022, Regular Meeting of the Macon County Board of Commissioners.

Chairman
Macon County Board of County Commissioners

ATTEST:

Derek Roland, Macon County Manager
and Ex Officio Clerk to the Board

STATE OF NORTH CAROLINA
COUNTY OF MACON

**RESOLUTION OF THE MACON COUNTY BOARD OF COUNTY COMMISSIONERS
DECLARING PROPERTY TO BE SURPLUS AND APPROVING SUBLEASE OF THE
SAME BY MACON COUNTY TO BLUE RIDGE BROADCASTING CORPORATION.**

THAT WHEREAS, Macon County leases certain real property being described in the Sublease Agreement to Blue Ridge Broadcasting Corporation, a North Carolina non-profit corporation, a copy of which is attached hereto; and

WHEREAS, Macon County does not presently have a use for the same and will not need the same for and during the term of the attached sublease; and

WHEREAS, Macon County desires to declare the same to be surplus for and during the term of the sublease and authorized the entry of the Sublease to Blue Ridge Broadcasting Corporation, a North Carolina non-profit corporation, a copy of which is attached hereto; and

WHEREAS, pursuant to N.C. Gen. Stat. § 160A-272, Macon County is authorized to enter into the Sublease to Blue Ridge Broadcasting Corporation, a North Carolina non-profit corporation, a copy of which is attached hereto, upon the passing of a Resolution authorizing the same and duly advertising notice of its intent to enter the same at the Regular Meeting.

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

RESOLVED, that Macon County does hereby declare the real property described in the Sublease to Blue Ridge Broadcasting Corporation, a North Carolina non-profit corporation, a copy of which is attached hereto and incorporated herein by reference, to be surplus property and it will not be needed by Macon County during the term of the sublease; and

RESOLVED, that Macon County does hereby authorize the entry into the Sublease to Blue Ridge Broadcasting Corporation, a North Carolina non-profit corporation, a copy of which is attached hereto and incorporated herein by reference; and

RESOLVED, that Derek Roland, Macon County Manager, is hereby authorized and directed to fill in any blanks upon the same and execute said Sublease to Blue Ridge Broadcasting Corporation, a North Carolina non-profit corporation, on behalf of Macon County; and

RESOLVED, that Macon County gave due notice of its Intent enter such Sublease as required by N.C. Gen. Stat § 160-272.

Adopted at the December 13, 2022, Regular Meeting of the Macon County Board of Commissioners.

Chairman
Macon County Board of County Commissioners

ATTEST:

Derek Roland, Macon County Manager
and Ex Officio Clerk to the Board

STATE OF NORTH CAROLINA
COUNTY OF MACON

**USE OF SPACE ON COMMUNICATIONS TOWER AND USE OF
ASSOCIATED TRANSMITTER BUILDING SUBLEASE AGREEMENT
AMENDMENT**

This Use of Space on Communications Tower and Use of Associated Transmitter Building Sublease Agreement Amendment is made and entered into this the ___ day of _____, 20__, by and between Macon County, North Carolina, a North Carolina County and Body Politic (hereinafter referred to as the “Sublessor”), and Sutton Radiocasting Corporation, a South Carolina Business Corporation (hereinafter referred to as the “Sublessee”).

THAT WHEREAS, Sublessee presently holds the Federal Communication Commission (FCC) licenses for Class A FM Station WNCC-FM (FCC Facility Identification Number 14551) assigned to the community of Franklin, North Carolina, FM Translator Station W285FD (FCC Facility Identification Number 155806) assigned to the community of Franklin, North Carolina (hereinafter referred to as the “Stations”); and

WHEREAS, Sublessor presently has a Lease with the United States of America, acting through the Forest Service, Department of Agriculture, for the Cowee Bald Communications site as shown therein, a copy of said Lease is attached hereto and incorporated herein by reference as if more fully set forth herein; and

WHEREAS, Sublessee desires to obtain from Sublessor, a use of space on communications tower and use of associated transmitter building sublease agreement from the Sublessor which will permit the location of the antenna and the use of the associated transmitter building for the Stations at Cowee Bald Communications site as referenced in the Lease above referenced; and

WHEREAS, Sublessor is willing to enter this Use of Space on Communications Tower and Use of Associated Transmitter Building Sublease Agreement with Sublessee, subject to the terms and conditions set forth hereinbelow.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto do agree as follows:

1. SUBLEASEHOLD INTEREST. Sublessor sublets to Sublessee, and the Sublessee subleases from Sublessor the following:
 - A. Those sections of the Tower (which Tower is colored in yellow on the Cowee Bald Communication Site Plan attached to the Lease Agreement referenced above) which are not being used by either Macon County or Jackson County and which are necessary for operation by Lessee's Stations and such related equipment as is required for the efficient and effective operation of the Stations, and which are specifically approved of by Sublessor and, to the extent necessary, which are specifically approved of in writing by the United State of America, acting through the Forest Service, Department of Agriculture. Such rights of use by Sublessee shall be non- exclusive and shall in no way interfere with the broadcast signals or other rights of existing users of the Cowee Bald Communications Site;
 - B. The non-exclusive right-of-way space on said Tower and non-exclusive right-of-way space to and from the Transmitter Building (which Building is numbered "1" and is colored in orange on the Cowee Bald Communication Site Plan attached to the Lease Agreement referenced above) for the connection, and passage by cables, wires and transmission lines and any transmission equipment required for the operation of the Stations. Such rights of use by Sublessee shall be non-exclusive and shall inno way interfere with the broadcast signal or rights of existing users of the Cowee Bald Communications Site;
 - C. The non-exclusive access to said Tower and said Transmitter Building for the purpose of operating broadcast equipment owned or operated by Lessee located there. Such rights of use by Sublessee shall be non-exclusive and shall in no way interfere with the broadcast signal or other rights of existing users of the Cowee Bald Communications Site;
 - D. Sublessor and Sublessee recognize and agree that the Cowee Bald Communication Site is primarily an emergency communication site and as such, Sublessor specifically reserves the right to cancel this Use of Space on Communications Tower and Use of Associated Transmitter Building Sublease Agreement, without liability, should it hereafter determine within its discretion the need to do so in order to maintain and use the Cowee Bald Communication Site as an emergency communicationsite. Sublessor reserves the right to cancel this Use of Space on Communications Tower and Use of Associated Transmitter Building Sublease Agreement without liability should it determine within its discretion that the use made or to be made by Sublessee interferes or will interfere with the rights of existing users of the Cowee Bald Communications Site;
 - E. If Sublessee does cause inference with the broadcast signal of existing users of the Cowee Bald Communications Site, then Sublessor Lessee shall have the right to immediately terminate this Use of Space on Communications Tower and Use

of Associated Transmitter Building Sublease Agreement;

- F. Sublessee shall operate its Station in full compliance with all FCC Rules and Regulations;
- G. It is agreed and understood that Sublessee shall, at its sole cost, undertake a tower study/engineering study prior making any significant changes to the site equipment such as new antennae, new transmitters, etc., hereunder to determine if the same will interfere with the broadcast signal of existing users of the Cowee Bald Communications Site. The same must show that all planned use by Sublessee hereunder will not interfere with the broadcast signal of existing users of the Cowee Bald Communications Site. A copy of the same shall be delivered unto Sublessor upon completion. All use by Sublessee hereunder must be in full compliance with FCC Rules and Regulations, all other State and Federal Regulations, and approved by the United States Forestry Service if such approval is necessary;
2. TERM OF SUBLEASE. Upon all the terms and conditions of this Sublease, Sublessee shall have and hold the non-exclusive rights provided for herein for the period beginning January 1, 2023 at midnight until December 31, 2032 at 11:59 PM for a period of ten (10) years unless this Sublease is sooner terminated as specifically hereinafter provided. Prior to the end of the Term of this Sublease, Sublessee shall cause all of its fixtures and property to be removed from the subleased premises at its sole expense and shall cause any and all repairs that are necessary to restore the subleased premises to the conditions which existed immediately preceding the beginning of this sublease, reasonable wear and tear excepted;
3. RENT: Sublessee shall pay to Sublessor BASE RENT as follows:
- A. BASE RENT: Sublessee's base rent for each calendar year of this lease shall be as follows:
- | | |
|------|-------------|
| 2023 | \$615/month |
| 2024 | \$633/month |
| 2025 | \$652/month |
| 2026 | \$672/month |
| 2027 | \$692/month |
| 2028 | \$713/month |
| 2029 | \$734/month |
| 2030 | \$756/month |
| 2031 | \$779/month |
| 2032 | \$802/month |
4. ASSIGNMENT. The Sublessee shall have no right to assign this Sublease and its rights under the Sublease to any affiliate or subsidiary of the Sublessee or subsequent owner of

Lessee's Stations, without the consent of Sublessor and the United States of America, acting through the Forest Service, Department of Agriculture;

5. REPAIRS AND MAINTENANCE. Sublessee shall be responsible for all maintenance and repair of the Tower and the Tower supporting structures and the Transmitter Building to be used hereunder by the Sublessee;
6. PAYMENT OF TAXES. Sublessee shall be responsible for the payment of any personal property taxes imposed against the fixtures or equipment on the subleased premises which are owned by Sublessee;
7. UTILITIES. Sublessor shall pay when due all electric and other utility charges made against the subleased premises during the term of this sublease;
8. INSURANCE. Sublessor shall maintain adequate insurance coverage against fire, storm or other casualty loss or damage to Sublessor's property, as well as liability insurance against personal injury or property damage. Such insurance shall specifically provide for coverage for the repair and replacement of all structures, machinery and equipment owned by Sublessor located on or adjacent to, the Tower.

Sublessee shall maintain adequate insurance coverage against fire, storm or other casualty loss or damage to Sublessee's property, as well as general liability insurance against personal injury of not less than One Million Dollars (\$1,000,000.00). Evidence of said insurance shall be provided to Sublessor upon request of Sublessor. Failure to maintain said general liability policy by Sublessee shall result in the immediate termination of this Lease;

9. DAMAGE TO OR DESTRUCTION OF THE TOWER. If the Tower subject to this Sublease or any part thereof, or any equipment thereon shall be wholly or materially damaged or destroyed, at the sole option of the Sublessor, the Sublessor may repair, restore and/or replace the same, at the expense of Sublessor, to the condition which existed immediately prior to the occurrence of such casualty.

However, in the event the damage to the Tower subject to this Sublease or any part thereof, or any equipment thereon, cannot be repaired within sixty (60) days (as reasonably estimated by Sublessor as soon as practicable after the occurrence of such damage) Sublessor may terminate this Lease as of the date of such damage;

10. EMINENT DOMAIN. If the Tower subject to this Sublease and/or the Transmitter Building Parcel subleased hereunder shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Sublease shall be terminated as of the date of such taking and Sublessee shall thereupon be released from

any further liability hereunder. The date of such taking shall be the date on which legal title shall vest in the condemning authority;

11. ACCESS TO LEASED PREMISES. It is mutually understood and agreed between the parties that Macon County, Jackson County and Sublessee may maintain broadcast apparatus on the Tower subject to this Sublease. Sublessor, Sublessee and all others having the right to use such Tower shall have the right to non-exclusive access to such Tower for the purpose of operating, maintaining, inspecting and repairing such broadcast apparatus;
12. USE OF TOWER. Sublessee shall not take any action which will cause or permit electrical interference to the broadcast signal of any existing electronic communications apparatus on the Tower subject to this Sublease or otherwise interfere with the broadcast signal or rights of any of the existing users of the Cowee Bald Communications Site. Sublessee shall be liable to Sublessor and shall indemnify Sublessor for any loss or damage to Sublessor's equipment, or for destructive electrical interference to the communications signals of Sublessor, consequential or otherwise, occasioned by, growing out of, or arising from any act or failure to act by Sublessee, its agents or employees, including such acts or failures to act which Lessee shall suffer to exist or continue to exist on the real property of Sublessor or such Tower.

Any breach by Sublessee of Sublessor's right of use of the Tower as defined herein, shall confer upon the Sublessor the right to immediately terminate this Sublease without liability. Such rights shall be in addition to, and exclusive of such other rights contained in this Sublease or such rights at law or equity which Sublessor may possess.
13. INDEMNIFICATION OF PARTIES. Sublessor shall have no liability for any loss or damage due to personal injury, property damage, libel or slander, or electrical interference, caused by Sublessee its agents, or employees, and Sublessee will indemnify and save Sublessor harmless from any loss, damage or liability, consequential or otherwise occasioned by, growing out of, or arising, or resulting in connection with, Sublessee or any act or failure to act by Sublessee, its agents, or employees. Sublessee shall have no liability for any loss or damage due to personal injury, property damage, libel or slander, or electrical interference caused by Sublessor;
14. AUTHORIZATION. Sublessor and Sublessee respectively represent and warrant to the other that all necessary approvals and/or corporate action has been duly taken to authorize the execution and delivery of this Sublease and the performance or observance of the provisions of this Sublease. Additionally, Sublessor represents and warrants to the Sublessee that the necessary consent and/or approval of this Sublease have been obtained from the United States of America, acting through the Forest Service, Department of Agriculture, owner of the real property in which such tower and transmitter building parcel are situate. Absence of the landowner's consent and/or approval at any time during the Term shall grant the Sublessor and the Sublessee the right to immediately terminate the Lease without further liability;
15. NO WAIVER. Failure or delay on the part of either Sublessor or Sublessee to exercise any

right, power, or privilege hereunder shall not operate as a waiver thereof;

16. NOTICE. Any and all notices, demands or other communications required by this Lease or by law, or desired to be given hereunder, by any party shall be in writing and shall be validly given or made to another party if served either personally or if deposited in the United States mail, certified, postage prepaid, return receipt requested. If such notice, demand or other communication be given by mail, such shall be conclusively deemed given as of the date shown on the return receipt if the same is deposited in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as hereinafter set forth:

If to Lessor:

Macon County

Attention: County Manager

5 West Main Street Franklin, North Carolina 28734

If to Lessee:

Georgia-Carolina Radiocasting Companies

Attention: Douglas M. Sutton, Jr.

Post Office Drawer E

Toccoa, Georgia 30577

Any party hereto may change its address for the purpose of receiving notice, demands and other communications as herein provided by a written notice given in the manner aforesaid to the other party or parties hereto;

17. AGENTS AND PARTIES. From time to time Lessor or Lessee by notice as aforesaid may appoint one or more agents to act for them;
18. ATTACHMENTS, SCHEDULES AND EXHIBITS. All Exhibits, Appendices and Schedules attached to this Lease shall be deemed part of this Lease and incorporated herein, where applicable, as if fully set forth herein.
19. THAT THE LEASE BETWEEN THE UNITED STATES OF AMERICA, ACTING THROUGH THE FOREST SERVICE, DEPARTMENT OF AGRICULTURE, AND MACON COUNTY, AND THE TERMS AND CONDITIONS THEREOF, A COPY OF SAID LEASE BEING ATTACHED HERETO ARE INCORPORATED HEREIN BY REFERENCE AS IF MORE FULLY SET FORTH HEREIN. TO THE EXTENT THAT ANY OF THE FOREGOING TERMS AND CONDITIONS OF THIS USE OF SPACE ON COMMUNICATIONS TOWER AND USE OF ASSOCIATED TRANSMITTER BUILDING SUBLEASE AGREEMENT CONFLICT WITH OR ARE INCONSISTENT WITH SAID LEASE AGREEMENT, THEN THE TERMS OF SAID LEASE AGREEMENT SHALL PREVAIL, IT BEING THE SPECIFIC INTENT OF BOTH PARTIES HERETO NOT TO SUBLEASE INCONSISTENTLY WITH SAID LEASE.

20. ADDITIONAL RESPONSIBILITIES OF THE SUBLESSEE.

- a. All development, operation and maintenance by Sublessee of the authorized facility, improvements, and equipment located on the property shall be in accordance with stipulations in the communications site plan approved by the Authorized Officer of the United States Forest Service. If required by Authorized Officer of the United States Forest Service, all plans for development, layout, construction, or alteration of improvements on the property, as well as revisions of such plans, must be prepared by a licensed engineer, architect, and/or landscape architect. Such plans must be approved in writing by the Authorized Officer of the United States Forest Service before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information will be provided to the Authorized Officer of the United States Forest Service and appended to the communications site plan;
- b. The Sublessee will comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this Sublease. The obligations of the Sublessee under this lease are not contingent upon any duty of the Authorized Officer of the United States Forest Service, or other agent of the United States, to inspect the premises. A failure by the United States, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms or conditions of this lease. Sublessee waives all defenses of laches or estoppel against the United States. The Sublessee shall at all times keep the title of the United States to the property free and clear of all liens and encumbrances;
- c. Use of communications equipment is contingent upon the possession of a valid Federal Communication Commission (FCC) or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization, and the operation of the equipment is in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization shall at all times be maintained by the Sublessee for each transmitter being operated. The Sublessee shall provide the Authorized Officer of the United States Forest Service, and the Sublessor, when requested, with current copies of all licenses for equipment in or on facilities covered by this lease;
- d. The Sublessee shall ensure that equipment within its facility operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If the Authorized Officer of the United States Forest Service or authorized official of the Federal Communication Commission (FCC) determines that the Sublessee's use interferes with existing equipment, the Sublessee will promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer of the United States Forest Service or FCC official;

- e. When requested by the Authorized Officer of the United States Forest Service, the Sublessee will furnish technical information concerning the equipment located on the property;

21. OTHER PROVISIONS.

The provisions of Paragraph "V. OTHER PROVISIONS" as contained in the Lease between Macon County and the United States of America, acting through the Forest Service, Department of Agriculture, a copy of which is attached hereto and incorporated herein by reference, shall apply to the Sublessee named herein and Sublessee shall at all times be bound by, subject to and comply with the same.

22. LIABILITIES.

- a. The Sublessee assumes all risk of loss to the authorized improvements by Sublessee;
- b. The Sublessee shall comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S.C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation and maintenance of any facility, improvement, or equipment on the property made by Lessee or its agents hereunder;
- c. The Lessee shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the Sublessee's use or occupancy of the property. The Sublessee's indemnification of the United States shall include any loss of personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this Sublease. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this lease, regardless of cause;
- d. The United States Forest Service has no duty, either before or during this Sublease term, to inspect the property or to warn of hazards and, if the United States Forest Service inspects the property, it shall incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph shall survive the termination or revocation of this lease, regardless of cause;
- e. The Sublessee has an affirmative duty to protect from damage the land, property, and interests of the United States;

f. In the event of any breach of the sublease by the Sublessee, the Authorized Officer of the United States Forest Service may, on reasonable notice cure the breach for the account at the expense of the Sublessee. If the United States Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional rental hereunder and shall be due from the Sublessee to the United States Forest Service on the first day of the month following such election;

23. COUNTERPARTS. This Sublease may be signed by any number of counterparts with the same effect as if the signature of each such counterpart were upon the same instrument.

24. HEADINGS. The headings of the paragraphs of this Sublease are inserted as a matter of convenience and for reference purposes only and in no way define, limit or describe the scope of this Sublease or the intent of any paragraph hereof.

25. ENTIRE AGREEMENT. This Sublease is the only Agreement between the parties hereto and contains all of the terms and conditions agreed upon with respect to the subject matter hereof.

26. MODIFICATION OR AMENDMENT. No amendment, change or modification of this Sublease shall be effective unless in writing stating that it amends this document and signed by each of the parties hereto.

27. GOVERNING LAW. This Sublease shall be construed in accordance with the laws of the State of North Carolina.

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

SUBLESSOR: Macon County

By: _____
Derek Roland, Manager

SUBLESSEE: Sutton Radiocasting Corporation

By: _____

STATE OF NORTH CAROLINA
COUNTY OF MACON

**USE OF SPACE ON COMMUNICATIONS TOWER AND USE OF
ASSOCIATED TRANSMITTER BUILDING SUBLEASE AGREEMENT
AMENDMENT**

This Use of Space on Communications Tower and Use of Associated Transmitter Building Sublease Agreement Amendment is made and entered into this the ___ day of _____, 20___, by and between Macon County, North Carolina, a North Carolina County and Body Politic (hereinafter referred to as the "Sublessor"), and Blue Ridge Broadcasting Corporation, a North Carolina non-profit corporation (hereinafter referred to as the "Sublessee").

THAT WHEREAS, Sublessee presently holds the Federal Communication Commission (FCC) license for FM Translator Station W267AD (FCC Facility Identification Number 30442) assigned to the community of Cherokee, North Carolina (hereinafter referred to as the "Station"); and

WHEREAS, Sublessor presently has a Lease with the United States of America, acting through the Forest Service, Department of Agriculture, for the Cowee Bald Communications site as shown therein, a copy of said Lease is attached hereto and incorporated herein by reference as if more fully set forth herein; and

WHEREAS, Sublessee desires to obtain from Sublessor, a use of space on communications tower and use of associated transmitter building sublease agreement from the Sublessor which will permit the location of the antenna and the use of the associated transmitter building for the Station at Cowee Bald Communications site as referenced in the Lease above referenced; and

WHEREAS, Sublessor is willing to enter this Use of Space on Communications Tower and Use of Associated Transmitter Building Sublease Agreement with Sublessee, subject to the terms and conditions set forth hereinbelow.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto do agree as follows:

- I. SUBLEASEHOLD INTEREST. Sublessor sublets to Sublessee, and the Sublessee subleases from Sublessor the following:
 - A. Those sections of the Tower (which Tower is colored in yellow on the Cowee Bald Communication Site Plan attached to the Lease Agreement referenced above) which are not being used by either Macon County or Jackson County and which are necessary for operation by Lessee's Station and such related equipment as is required for the efficient and effective operation of the Station, and which are specifically approved of by Sublessor and, to the extent necessary, which are specifically approved of in writing by the United State of America, acting through the Forest Service, Department of Agriculture. Such rights of use by Sublessee shall be non- exclusive and shall in no way interfere with the broadcast signals or other rights of existing users of the Cowee Bald Communications Site;
 - B. The non-exclusive right-of-way space on said Tower and non-exclusive right-of-way space to and from the Transmitter Building (which Building is numbered "1" and is colored in orange on the Cowee Bald Communication Site Plan attached to the Lease Agreement referenced above) for the connection, and passage by cables, wires and transmission lines and any transmission equipment required for the operation of the Station. Such rights of use by Sublessee shall be non-exclusive and shall in no way interfere with the broadcast signal or rights of existing users of the Cowee Bald Communications Site;
 - C. The non-exclusive access to said Tower and said Transmitter Building for the purpose of operating broadcast equipment owned or operated by Lessee located there. Such rights of use by Sublessee shall be non-exclusive and shall in no way interfere with the broadcast signal or other rights of existing users of the Cowee Bald Communications Site;
 - D. Sublessor and Sublessee recognize and agree that the Cowee Bald Communication Site is primarily an emergency communication site and as such, Sublessor specifically reserves the right to cancel this Use of Space on Communications Tower and Use of Associated Transmitter Building Sublease Agreement, without liability, should it hereafter determine within its discretion the need to do so in order to maintain and use the Cowee Bald Communication Site as an emergency communications site. Sublessor reserves the right to cancel this Use of Space on Communications Tower and Use of Associated Transmitter Building Sublease Agreement without liability should it determine within its discretion that the use made or to be made by Sublessee interferes or will interfere with the rights of existing users of the Cowee Bald Communications Site;
 - E. If Sublessee does cause inference with the broadcast signal of existing users of the Cowee Bald Communications Site, then Sublessor Lessee shall have the right to immediately terminate this Use of Space on Communications Tower and Use

of Associated Transmitter Building Sublease Agreement;

- F. Sublessee shall operate its Station in full compliance with all FCC Rules and Regulations;
- G. It is agreed and understood that Sublessee shall, at its sole cost, undertake a tower study/engineering study prior making any significant changes to the site equipment such as new antennae, new transmitters, etc. hereunder to determine if the same will interfere with the broadcast signal of existing users of the Cowee Bald Communications Site. The same must show that all planned use by Sublessee hereunder will not interfere with the broadcast signal of existing users of the Cowee Bald Communications Site. A copy of the same shall be delivered unto Sublessor upon completion. All use by Sublessee hereunder must be in full compliance with FCC Rules and Regulations, all other State and Federal Regulations, and approved by the United States Forestry Service if such approval is necessary;
2. TERM OF SUBLEASE. Upon all the terms and conditions of this Sublease, Sublessee shall have and hold the non-exclusive rights provided for herein the period beginning January 1, 2023 at midnight until December 31, 2032 at 11:59 PM for a period of ten (10) years unless this Sublease is sooner terminated as specifically hereinafter provided, unless this Sublease is sooner terminated as specifically hereinafter provided. Prior to the end of the Term of this Sublease, Sublessee shall cause all of its fixtures and property to be removed from the subleased premises at its sole expense and shall cause any and all repairs that are necessary to restore the subleased premises to the conditions which existed immediately preceding the beginning of this sublease, reasonable wear and tear excepted;
3. RENT: Sublessee shall pay to Sublessor BASE RENT as follows:
- A. BASE RENT: Sublessee's base rent for each calendar year of this lease shall be as follows:
- | | |
|------|-------------|
| 2023 | \$307/month |
| 2024 | \$316/month |
| 2025 | \$326/month |
| 2026 | \$335/month |
| 2027 | \$346/month |
| 2028 | \$356/month |
| 2029 | \$367/month |
| 2030 | \$378/month |
| 2031 | \$389/month |
| 2032 | \$401/month |

4. ASSIGNMENT. The Sublessee shall have no right to assign this Sublease and its rights under the Sublease to any affiliate or subsidiary of the Sublessee or subsequent owner of Lessee's Station, without the consent of Sublessor and the United States of America, acting through the Forest Service, Department of Agriculture;
5. REPAIRS AND MAINTENANCE. Sublessee shall be responsible for all maintenance and repair of the Tower and the Tower supporting structures and the Transmitter Building to be used hereunder by the Sublessee;
6. PAYMENT OF TAXES. Sublessee shall be responsible for the payment of any personal property taxes imposed against the fixtures or equipment on the subleased premises which are owned by Sublessee;
7. UTILITIES. Sublessor shall pay when due all electric and other utility charges made against the subleased premises during the term of this sublease;
8. INSURANCE. Sublessor shall maintain adequate insurance coverage against fire, storm or other casualty loss or damage to Sublessor's property, as well as liability insurance against personal injury or property damage. Such insurance shall specifically provide for coverage for the repair and replacement of all structures, machinery and equipment owned by Sublessor located on or adjacent to, the Tower.

Sublessee shall maintain adequate insurance coverage against fire, storm or other casualty loss or damage to Sublessee's property, as well as general liability insurance against personal injury of not less than One Million Dollars (\$1,000,000.00). Evidence of said insurance shall be provided to Sublessor upon request of Sublessor. Failure to maintain said general liability policy by Sublessee shall result in the immediate termination of this Lease;

9. DAMAGE TO OR DESTRUCTION OF THE TOWER. If the Tower subject to this Sublease or any part thereof, or any equipment thereon shall be wholly or materially damaged or destroyed, at the sole option of the Sublessor, the Sublessor may repair, restore and/or replace the same, at the expense of Sublessor, to the condition which existed immediately prior to the occurrence of such casualty.

However, in the event the damage to the Tower subject to this Sublease or any part thereof, or any equipment thereon, cannot be repaired within sixty (60) days (as reasonably estimated by Sublessor as soon as practicable after the occurrence of such damage) Sublessor may terminate this Lease as of the date of such damage;

10. EMINENT DOMAIN. If the Tower subject to this Sublease and/or the Transmitter Building Parcel subleased hereunder shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Sublease shall be terminated as of the date of such taking and Sublessee shall thereupon be released from

any further liability hereunder. The date of such taking shall be the date on which legal title shall vest in the condemning authority;

11. ACCESS TO LEASED PREMISES. It is mutually understood and agreed between the parties that Macon County, Jackson County and Sublessee may maintain broadcast apparatus on the Tower subject to this Sublease. Sublessor, Sublessee and all others having the right to use such Tower shall have the right to non-exclusive access to such Tower for the purpose of operating, maintaining, inspecting and repairing such broadcast apparatus;
12. USE OF TOWER. Sublessee shall not take any action which will cause or permit electrical interference to the broadcast signal of any existing electronic communications apparatus on the Tower subject to this Sublease or otherwise interfere with the broadcast signal or rights of any of the existing users of the Cowee Bald Communications Site. Sublessee shall be liable to Sublessor and shall indemnify Sublessor for any loss or damage to Sublessor's equipment, or for destructive electrical interference to the communications signals of Sublessor, consequential or otherwise, occasioned by, growing out of, or arising from any act or failure to act by Sublessee, its agents or employees, including such acts or failures to act which Lessee shall suffer to exist or continue to exist on the real property of Sublessor or such Tower.

Any breach by Sublessee of Sublessor's right of use of the Tower as defined herein, shall confer upon the Sublessor the right to immediately terminate this Sublease without liability. Such rights shall be in addition to, and exclusive of such other rights contained in this Sublease or such rights at law or equity which Sublessor may possess.

13. INDEMNIFICATION OF PARTIES. Sublessor shall have no liability for any loss or damage due to personal injury, property damage, libel or slander, or electrical interference, caused by Sublessee its agents, or employees, and Sublessee will indemnify and save Sublessor harmless from any loss, damage or liability, consequential or otherwise occasioned by, growing out of, or arising, or resulting in connection with, Sublessee or any act or failure to act by Sublessee, its agents, or employees. Sublessee shall have no liability for any loss or damage due to personal injury, property damage, libel or slander, or electrical interference caused by Sublessor;
14. AUTHORIZATION. Sublessor and Sublessee respectively represent and warrant to the other that all necessary approvals and/or corporate action has been duly taken to authorize the execution and delivery of this Sublease and the performance or observance of the provisions of this Sublease. Additionally, Sublessor represents and warrants to the Sublessee that the necessary consent and/or approval of this Sublease have been obtained from the United States of America, acting through the Forest Service, Department of Agriculture, owner of the real property in which such tower and transmitter building parcel are situate. Absence of the landowner's consent and/or approval at any time during the Term shall grant the Sublessor and the Sublessee the right to immediately terminate the Lease without further liability;
15. NO WAIVER. Failure or delay on the part of either Sublessor or Sublessee to exercise any

right, power, or privilege hereunder shall not operate as a waiver thereof;

16. NOTICE. Any and all notices, demands or other communications required by this Lease or by law, or desired to be given hereunder, by any party shall be in writing and shall be validly given or made to another party if served either personally or if deposited in the United States mail, certified, postage prepaid, return receipt requested. If such notice, demand or other communication be given by mail, such shall be conclusively deemed given as of the date shown on the return receipt if the same is deposited in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as hereinafter set forth:

If to Lessor:

Macon County

Attention: County Manager

5 West Main Street Franklin, North Carolina 28734

If to Lessee:

Billy Graham Evangelistic Association

Attention: Justin T. Arnot, General Counsel

1 Billy Graham Parkway

Charlotte, NC 28201

Any party hereto may change its address for the purpose of receiving notice, demands and other communications as herein provided by a written notice given in the manner aforesaid to the other party or parties hereto;

17. AGENTS AND PARTIES. From time to time Lessor or Lessee by notice as aforesaid may appoint one or more agents to act for them;
18. ATTACHMENTS, SCHEDULES AND EXHIBITS. All Exhibits, Appendices and Schedules attached to this Lease shall be deemed part of this Lease and incorporated herein, where applicable, as if fully set forth herein.
19. THAT THE LEASE BETWEEN THE UNITED STATES OF AMERICA, ACTING THROUGH THE FOREST SERVICE, DEPARTMENT OF AGRICULTURE, AND MACON COUNTY, AND THE TERMS AND CONDITIONS THEREOF, A COPY OF SAID LEASE BEING ATTACHED HERETO ARE INCORPORATED HEREIN BY REFERENCE AS IF MORE FULLY SET FORTH HEREIN. TO THE EXTENT THAT ANY OF THE FOREGOING TERMS AND CONDITIONS OF THIS USE OF SPACE ON COMMUNICATIONS TOWER AND USE OF ASSOCIATED TRANSMITTER BUILDING SUBLEASE AGREEMENT CONFLICT WITH OR ARE INCONSISTENT WITH SAID LEASE AGREEMENT, THEN THE TERMS OF SAID LEASE AGREEMENT SHALL PREVAIL, IT BEING THE SPECIFIC INTENT OF BOTH PARTIES HERETO NOT TO SUBLEASE INCONSISTENTLY WITH SAID LEASE.

20. ADDITIONAL RESPONSIBILITIES OF THE SUBLESSEE.
- a. All development, operation and maintenance by Sublessee of the authorized facility, improvements, and equipment located on the property shall be in accordance with stipulations in the communications site plan approved by the Authorized Officer of the United States Forest Service. If required by Authorized Officer of the United States Forest Service, all plans for development, layout, construction, or alteration of improvements on the property, as well as revisions of such plans, must be prepared by a licensed engineer, architect, and/or landscape architect. Such plans must be approved in writing by the Authorized Officer of the United States Forest Service before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information will be provided to the Authorized Officer of the United States Forest Service and appended to the communications site plan;
 - b. The Sublessee will comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this Sublease. The obligations of the Sublessee under this lease are not contingent upon any duty of the Authorized Officer of the United States Forest Service, or other agent of the United States, to inspect the premises. A failure by the United States, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms or conditions of this lease. Sublessee waives all defenses of laches or estoppel against the United States. The Sublessee shall at all times keep the title of the United States to the property free and clear of all liens and encumbrances;
 - c. Use of communications equipment is contingent upon the possession of a valid Federal Communication Commission (FCC) or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization, and the operation of the equipment is in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization shall at all times be maintained by the Sublessee for each transmitter being operated. The Sublessee shall provide the Authorized Officer of the United States Forest Service, and the Sublessor, when requested, with current copies of all licenses for equipment in or on facilities covered by this lease;
 - d. The Sublessee shall ensure that equipment within its facility operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If the Authorized Officer of the United States Forest Service or authorized official of the Federal Communication Commission (FCC) determines that the Sublessee's use interferes with existing equipment, the Sublessee will promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer of the United States Forest Service or FCC official;

- e. When requested by the Authorized Officer of the United States Forest Service, the Sublessee will furnish technical information concerning the equipment located on the property;

21. OTHER PROVISIONS.

The provisions of Paragraph "V. OTHER PROVISIONS" as contained in the lease between Macon County and the United States of America, acting through the Forest Service, Department of Agriculture, a copy of which is attached hereto and incorporated herein by reference, shall apply to the Sublessee named herein and Sublessee shall at all times be bound by, subject to and comply with the same.

22. LIABILITIES.

- a. The Sublessee assumes all risk of loss to the authorized improvements by Sublessee;
- b. The Sublessee shall comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S.C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation and maintenance of any facility, improvement, or equipment on the property made by Lessee or its agents hereunder;
- c. The Lessee shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the Sublessee's use or occupancy of the property. The Sublessee's indemnification of the United States shall include any loss of personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this Sublease. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this lease, regardless of cause;
- d. The United States Forest Service has no duty, either before or during this Sublease term, to inspect the property or to warn of hazards and, if the United States Forest Service inspects the property, it shall incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph shall survive the termination or revocation of this lease, regardless of cause;
- e. The Sublessee has an affirmative duty to protect from damage the land, property, and interests of the United States;

f. In the event of any breach of the sublease by the Sublessee, the Authorized Officer of the United States Forest Service may, on reasonable notice cure the breach for the account at the expense of the Sublessee. If the United States Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional rental hereunder and shall be due from the Sublessee to the United States Forest Service on the first day of the month following such election;

23. COUNTERPARTS. This Sublease may be signed by any number of counterparts with the same effect as if the signature of each such counterpart were upon the same instrument.

24. HEADINGS. The headings of the paragraphs of this Sublease are inserted as a matter of convenience and for reference purposes only and in no way define, limit or describe the scope of this Sublease or the intent of any paragraph hereof.

25. ENTIRE AGREEMENT. This Sublease is the only Agreement between the parties hereto and contains all of the terms and conditions agreed upon with respect to the subject matter hereof.

26. MODIFICATION OR AMENDMENT. No amendment, change or modification of this Sublease shall be effective unless in writing stating that it amends this document and signed by each of the parties hereto.

27. GOVERNING LAW. This Sublease shall be construed in accordance with the laws of the State of North Carolina.

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

SUBLESSOR: Macon County

By: _____

Derek Roland, Manager

SUBLESSEE: Blue Ridge Broadcasting Corporation

By: _____

Auth ID: NAN102
Contact Name: MACON, COUNTY OF
Expiration Date: 12/31/2041
Use Code: 815

FS-2700-10b (V.01/17)
OMB No. 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
COMMUNICATIONS USE LEASE
AUTHORITY:**

**Section 501(a)(5) of the Federal Land Policy and Management Act,
43 U.S.C. 1761(a)(5)**

MACON, COUNTY OF of 5 W. MAIN ST. FRANKLIN, NC UNITED STATES 28734.

This lease is issued by the United States of America, acting through the United States Department of Agriculture, Forest Service (hereinafter the "United States" or "Forest Service"), as authorized by section 501(a)(5) of the Federal Land Policy and Management Act, 43 U.S.C. 1761(a)(5), to MACON, COUNTY OF, its agents, successors, and assigns (hereinafter the "lessee").

The United States and the lessee are jointly referred to in this lease as the "parties." The term "authorized officer" refers to the Forest Service official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, this authority may be exercised by the Forest Supervisor or District Ranger of the NATIONAL FORESTS IN NORTH CAROLINA in which the following described lands are located.

The United States, in consideration of the terms and conditions in this lease and the payment to the United States of rent in advance by the lessee, hereby issues the lessee a lease for the following described communications facility in MACON county of NORTH CAROLINA, (hereinafter called the "lease area"). The lessee accepts this lease and possession of the lease area, subject to any valid existing rights, and agrees to use the lease area only for construction, operation, maintenance, and termination of a communications facility. Authorized facilities under this lease include:

Cowee Bald Communication Site:

Equipment shelters	10' x 30' concrete building
Antenna support structures	100' lattice freestanding tower 70' lattice freestanding tower 50' pole
Ancillary improvements	8 kw generator 1000 gallon LP tank

The location of the lease area is described or shown generally in the Cowee Bald Communication Site Management Plan, which is attached as Appendix A of this lease. This and any other appendices are hereby incorporated into this lease.

Any additional appendices to this lease are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.

This lease is issued subject to the following terms and conditions.

I. TENURE, RENEWAL AND TRANSFERABILITY

A. This lease shall terminate at one minute after midnight on 12/31/2041. Termination at the end of the lease term shall occur by operation of law and shall not require any additional notice or documentation by the authorized officer. This lease is not renewable, but the lessee has the right to request a new lease.

B. If the lessee desires a new lease upon termination of this lease, the lessee shall notify the authorized officer accordingly, in writing. The notice must be received by the authorized officer at least one year prior to the end of the lease term. The authorized officer shall determine if the use should continue and, if it is to continue, if a new lease should be issued to the lessee and under what conditions. The authorized officer shall require payment of any amounts owed the United States under any Forest Service authorization before issuance of another authorization.

C. This lease is assignable with prior written approval of the authorized officer, except when rent has been exempted or waived in whole or in part. Renting of space does not constitute an assignment under this clause.

II. RENT

A. The lessee shall pay rent annually in advance as determined by the authorized officer in accordance with law, regulation, and policy. The annual rent shall be adjusted by the authorized officer to reflect changes in fair market value, annual adjustments using the Consumer Price Index-Urban (CPI-U), changes in tenant occupancy, or phase-in rent, if applicable.

B. Rent is due at the close of business on January 1 of each year for which a payment is due. Payments in the form of a check, draft, or money order are payable to USDA, Forest Service. If the due date for the rent falls on a non-work day, the charges shall not apply until the close of business on the next workday. This lease shall terminate if rent is not received by the Forest Service within 90 calendar days of the due date.

C. Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any rent not paid within 30 days from the date the rental or rental calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register

and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the rent is due. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more than 90 days past due. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

D. Disputed rent is due and payable by the due date. No appeal of rent shall be considered by the Forest Service without full payment of the disputed amount.

III. RESPONSIBILITIES OF THE LESSEE

A. The lessee is authorized to rent space and provide other services to customers and tenants and shall charge each customer and tenant a reasonable rent without discrimination for the use and occupancy of the facilities and services provided. The lessee shall not impose unreasonable restrictions or restrictions restraining competition or trade practices. By October 15 of each year, the lessee shall provide the authorized officer a certified statement listing all tenants and customers by category of use in the authorized facilities on September 30 of that year.

B. All development, operation and maintenance of the authorized facilities, improvements, and equipment located in the lease area shall be in accordance with stipulations in the applicable communications site management plan approved by the authorized officer. If required by the authorized officer, all plans for development, layout, construction, or alteration of improvements in the lease area, as well as revisions of those plans, must be prepared by a licensed engineer, architect, and/or landscape architect. These plans must be approved in writing by the authorized officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information shall be provided to the authorized officer and appended to the communications site management plan.

C. The lessee shall comply with applicable federal, state, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this lease. The obligations of the lessee under this lease are not contingent upon any duty of the authorized officer or other agent of the United States to inspect the authorized facilities or lease area. A failure by the United States or other governmental officials to inspect is not a defense to noncompliance with any of the terms and conditions of this lease. The lessee waives all defenses of laches or estoppel against the United States. The lessee shall at all times keep the title of the United States to the lease area free and clear of all liens and encumbrances.

D. Use of communications equipment in the lease area is contingent upon possession of a valid Federal Communication Commission (FCC) license or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization and operation of the equipment in strict compliance with applicable requirements of the FCC or IRAC. A copy of each applicable license or authorization shall at all times be maintained by the lessee for each transmitter being operated. The lessee shall provide the authorized officer, when requested, with current copies of all FCC licenses and DTM/IRAC authorizations for equipment in or on facilities covered by this lease.

E. The lessee shall ensure that equipment within facilities authorized by this lease (including tenant and customer equipment) operates in a manner that will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site covered by this lease. If the authorized officer or authorized official of the FCC determines that the lessee's use interferes with existing equipment, the lessee will promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the authorized officer or FCC official.

F. When requested by the authorized officer, the lessee shall furnish technical information concerning the equipment located in the lease area.

IV. LIABILITIES

A. The lessee assumes all risk of loss to the authorized facilities and ancillary improvements.

B. The lessee shall comply with all applicable federal, state, and local laws, regulations, and standards, including but not limited to the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation and maintenance of any facility, improvement, or equipment in the lease area.

C. The lessee shall indemnify, defend, and hold harmless the United States for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the lessee's use or occupancy of the lease area. The lessee's indemnification of the United States shall include any loss of personal injury, loss of life or damage to property in connection with the occupancy or use of the lease area during the term of this lease. Indemnification shall include but not be limited to the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third-party claims and judgments; and all administrative, interest, and other legal costs. This clause shall survive the termination or revocation of this lease, regardless of cause.

D. The Forest Service has no duty, either before or during the lease term, to inspect the lease area or to warn of hazards and, if the Forest Service inspects the lease area, it shall incur no additional duty nor any liability for hazards not identified or discovered through those inspections. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

E. The lessee has an affirmative duty to protect from damage the land, property, and interests of the United States.

F. In the event of any breach of the lease by the lessee, the authorized officer may, on reasonable notice, cure the breach at the expense of the lessee. If the Forest Service at any time pays any sum of money or does any act which will require payment of money or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, or defending any action or proceeding to enforce the United States' rights hereunder, the sums paid by the United States, with all interests, costs, and damages, shall at the election of the Forest Service be deemed to be additional rent under this lease and shall be due from the lessee to the Forest Service on the first day of the month following that election.

V. MISCELLANEOUS PROVISIONS

A. Nondiscrimination. The lessee and its employees shall not discriminate against any person on the basis of race, color, sex (in educational and training programs), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the lessee and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

B. Revocation, Termination and Suspension

1. General. For purposes of this lease, termination, revocation, and suspension refer to the cessation of uses and privileges under the lease.

"Revocation" refers to an action by the authorized officer to end the lease because of noncompliance with any of the prescribed terms, abandonment, or for reasons in the public interest. Revocations are appealable.

"Termination" refers to the cessation of the lease under its own terms without the necessity for any decision or action by the authorized officer. Termination occurs automatically when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Terminations are not appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

2. This lease may be suspended or revoked upon breach of any of the conditions herein or upon nonuse. Nonuse refers to a failure to operate the authorized facilities on the property for a period of 2 years.

3. Except in emergencies, the authorized officer shall give the lessee written notice of the grounds for revocation or suspension and a reasonable time, not to exceed 90 days, to complete the corrective action. After 90 days, the Forest Service is entitled to such remedies as provided herein.

4. This lease may be revoked at the discretion of the Forest Service when in the public interest. When revoked in the public interest, the lessee shall be compensated subject to the availability of appropriated funds. Compensation shall be based upon the initial cost of improvements located on the lease, less depreciation as allocated over the life of the authorized facilities, based on the Lessee's federal tax amortization schedules.

5. Written decisions by the authorized officer relating to administration of this lease are subject to administrative appeal pursuant to 36 CFR 214.

6. If upon expiration of this lease the authorized officer decides not to issue a new lease, or the lessee does not desire a new lease, the authorized officer and the lessee shall, within six months prior to the termination date of this lease, agree upon a mitigation plan to restore and stabilize the site lease area.

7. Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 *et seq.* Delinquencies may be subject to any or all of the following conditions:

a. Administrative offset of payments due the lessee from the Forest Service.

b. Delinquencies in excess of 60 days shall be referred to United States Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).

c. The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720 *et seq.* If this lease is revoked for noncompliance, the lessee shall remove all authorized structures and improvements, except those owned by the United States, within 90 days, and shall restore the site as nearly as reasonably possible to its original condition unless this requirement is waived in writing by the authorized officer.

If the lessee fails to remove all authorized structures or improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.

C. No member of or delegate to Congress or resident commissioner shall benefit from this lease whether directly or indirectly, other than to the extent the lease provides a general benefit to a corporation.

D. This lease is issued subject to the following reservations by the United States:

1. The right of the United States to all natural resources now or hereafter located in the lease area unless stated otherwise, and the right to utilize or dispose of those resources insofar as the rights of the lessee are not unreasonably affected.

2. The right of the United States to modify the communications site management plan as deemed necessary.

3. The right of the United States to enter the lease area and inspect all authorized facilities to ensure compliance with the terms and conditions of this lease.

4. The right of the United States to require common use of the lease area and the right to authorize use of the lease area for compatible uses.

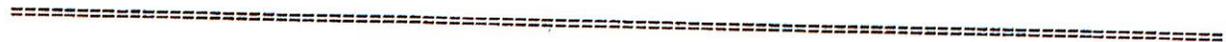
E. The Forest Service and the lessee shall keep each other informed of current mailing addresses.

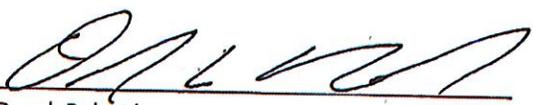
F. This lease supersedes a special use authorization designated Macon, County of, WAY102812, March 3, 2002.

G. If there is any conflict between any of the preceding printed clauses and any of the following clauses the preceding printed clauses shall control.

THIS LEASE IS GRANTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.

BEFORE ANY LEASE IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS AND CONDITIONS OF THE LEASE.




Derek Roland
Manager, Macon County, NC

12.15.21
DATE

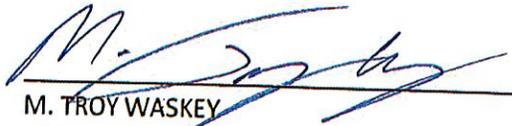
This instrument has been pre audited in the manner required by the Local Government Budget and Fiscal Control Act.


Lori Carpenter
Finance Officer, Macon County, NC

12.15.21
DATE



APPROVED:


M. TROY WASKEY
District Ranger

1-14-21
DATE

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

PUBLIC HEARING NOTICE

Section 5311 (ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

This is to inform the public that a public hearing will be held on the proposed Macon County Community Transportation Program Application to be submitted to the North Carolina Department of Transportation no later than December 14th, 2022. The public hearing will be held on December 13, 2022 at 6:00 PM before the Macon County Board of Commissioners.

Those interested in attending the public hearing and needing either auxiliary aids and services under the Americans with Disabilities Act (ADA) or a language translator should contact Darlene Asher, Transit Director on or before December 13th, at telephone number 828-349-2222 or via email at dasher@maconnnc.org.

The Community Transportation Program provides assistance to coordinate existing transportation programs operating in Macon County as well as provides transportation options and services for the communities within this service area. These services are currently provided using Light Transit Vehicles, Lift-equipped vans, and Mini Vans. Services are rendered by Macon County Transit.

The total estimated amount requested for the period July 1, 2023 through June 30, 2024.

NOTE: Local share amount is subject to State funding availability.

<u>Project</u>	<u>Total Amount</u>	<u>Local Share</u>
Capital (Vehicles & Other)	\$ 674,392	\$ 134,879 (20%)
TOTAL PROJECT	\$ 674,392	\$ 134,897

Total Funding Request

Total Local Share

This application may be inspected at Macon County Transit, 36 Pannell Ln., Franklin, NC 28734 from 8:00 AM – 5:00 PM M-F. Written comments should be directed to Darlene Asher, Transit Director before December 13th, 2022.

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2024 RESOLUTION

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by *(Board Member's Name)* _____ and seconded by *(Board Member's Name or N/A, if not required)* _____ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital Purchase of Service budget, Section 5310 program.

WHEREAS, *(Legal Name of Applicant)* _____ hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the (*Authorized Official's Title*)* _____ of (*Name of Applicant's Governing Body*) _____ is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I (*Certifying Official's Name*)* _____ (*Certifying Official's Title*) _____ do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (*Name of Applicant's Governing Board*) _____ duly held on the _____ day of _____, _____.

Signature of Certifying Official

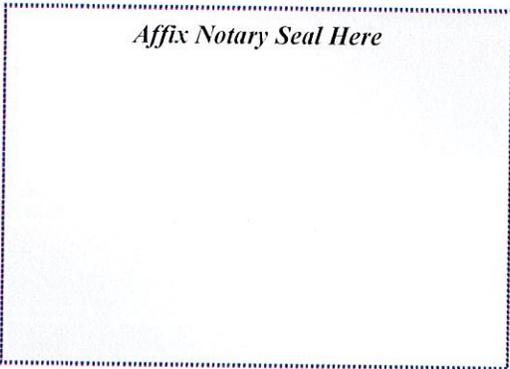
**Note that the authorized official, certifying official, and notary public should be three separate individuals.*

Seal Subscribed and sworn to me
(date) _____

*Notary Public **

Printed Name and Address

My commission expires
(date) _____



FY 2024 LOCAL SHARE CERTIFICATION FOR FUNDING

Macon County

Requested Funding Amounts

<u>Project</u>	<u>Total Amount</u>	<u>Local Share**</u>
5311 Administrative	\$ _____	\$ _____ (15%)
5311 Operating (No State Match)	\$ _____	\$ _____ (50%)
5310 Operating (No State Match)	\$ _____	\$ _____ (50%)
Combined Capital	\$ 674,392	\$ 134,879 (20%)

Funding programs covered are 5311, 5310, 5339 Bus and Bus Facilities, 5307 (Small fixed route, regional, and consolidated urban-rural systems)

TOTAL	\$ 674,392	\$ 134,879
	Total Funding Requests	Total Local Share

****NOTE: Applicants should be prepared for the entire Local Share amount in the event State funding is not available.**

The Local Share is available from the following sources:

<u>Source of Funds</u>	<u>Apply to Grant</u>	<u>Amount</u>
<u>County General Funds</u>	Capital	\$134,879

TOTAL	\$ 134,879
--------------	-------------------

**** Fare box revenue is not an applicable source for local share funding**

I, the undersigned representing Macon County do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2024 Community Transportation Program and 5307 Governors Apportionment will be available as of July 1, 2023, which has a period of performance of July 1, 2023 – June 30, 2024.

Signature of Authorized Official

Derek C Roland, County Manager

Type Name and Title of Authorized Official

Date



36 Pannell Lane
Franklin, NC 28734

(828) 349-2222 (Phone)
(828) 349-2570 (Fax)
www.macontransit.com

12/08/22

To the Macon County Board of Commissioners,

Macon County Transit is applying for a Combined Capital Grant through NCDOT IMD division. This grant is where systems can apply for funding for several capital items. Including our vehicles, technology, facilities, and other equipment needed for transportation systems. This grant is a 20% match, though some years the State of NC will pay part of the match, but they always ask the system and the County to budget for the whole 20%.

For FY24 Macon County Transit is asking for replacement vehicles that include five (5) raised roof wheel chair vans, and one (1) 20' LTV wheel chair bus. The vehicles that are being replace have reached their mileage threshold. They all had over 100,000 miles on them on June 30, 2022. Three of these vehicles were to be replaced in FY21, but due to a shortage of vehicle production during COVID-19 pandemic MCT was not able to procure these vehicles. Along with the purchase of vehicles we are asking for the vehicles to be out fitted with Propane Kits and our lettering to be installed on all vehicles.

MCT is also asking for a replacement lap top and overhead projector for training MCT Operators, two (2) replacement desk top PC's that have met the 5 year replacement plan, Ten (10) Mobile Radio Units for vehicles purchased in FY23 and FY24.

The cost to Macon County is \$137,879, Federal amount is \$539,513 for a total of \$674392.00

A handwritten signature in blue ink, appearing to read "Darlene Asher".

Darlene Asher
Transit Director

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – REPORTS/PRESENTATIONS

MEETING DATE: DECEMBER 13, 2022

9A. Claire Chase with Martin Starnes & Associates, CPAs, will have a PowerPoint presentation for the board highlighting the firm's findings of the county's audit for the fiscal year ending June 30, 2022. Hard copies of the Comprehensive Annual Financial Report and the Compliance Letters will be delivered to the board at the meeting.

9B. At the request of the chairman, Board of Elections Director Melanie Thibault will give the board members an overview of the November 8, 2022 general election.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – OLD BUSINESS

MEETING DATE: December 13, 2022

10(A). County Manager Derek Roland will provide an update on the renovations at the Highlands Middle School.

10(B). Jack Morgan will likewise provide an update on the Nantahala Library/Community Center project.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – NEW BUSINESS

MEETING DATE: December 13, 2022

12(A). Gabrielle Grant, the Executive Director of Mountain Mediation Services, will be presenting an in-kind space request for office space in the courthouse. As background information, the following is an excerpt from an email sent to Mr. Roland in regard to this matter.

"It is with regret that I am sending this email. After 28 years of service, Mountain Mediation Services will be dissolving effective December 31, 2022. After losing state funding for adult mediation over a decade ago, court closures during COVID-19, and lack of referrals for district court criminal court mediation, MMS can no longer sustain adult mediation services. Unfortunately, this is a trend seen all over the state with local mediation centers closing their doors after decades of service to the community.

Mountain Mediation Services has been able to merge all of the juvenile court diversion programs which serves all 7 counties in the 30th Judicial Services with HIGHTS. HIGHTS located in Sylva and serves the judicial district in a variety of ways including youth counseling, adventure therapy, and other support services. We are very proud to work with HIGHTS through restorative justice programming to help keep youth out of the criminal justice system.

Macon County has been so generous to provide in-kind space to support MMS over the years. In order to better serve youth and stay connected to court services, I am asking if Macon County would be willing to provide the in-kind office space so graciously given to MMS to now be provided to HIGHTS. All of HIGHTS programs including the MMS merged court diversion programs rely on the relationships and connections with court and county services. Plus, the office in the Court House is easily accessible and a central location for families to receive services. I have attached a letter of support from the Chief Court Counselor of the 30th District's Department of Juvenile Justice, Dusty Snider, in support of HIGHTS taking over the in-kind office space.

For your information, HIGHTS stands for Helping Inspire Gifts of Hope, Trust and Service, and Ms. Grant will be at the meeting to answer questions and/or provide additional details.

12(B). Amin Mohamadi Hezabeh, a transportation engineer with the North Carolina Department of Transportation (NCDOT) will be at the meeting to request approval of the Southwestern RPO Travel Demand Model Socio-Economic Data Projection for Macon County "to determine future deficiencies." A copy of a memorandum from Mr. Hezaveh to Mr.

Roland and Planning Director Joe Allen, along with data from the projection, will be included in the packet for your information and review, and he can provide additional details at the meeting.

12(C). Enclosed in the packet is the most recent billing guide for Macon County Public Health. This guide, along with three appendices, was approved by the Macon County Board of Health on November 15, 2022. Public Health Director Kathy McGaha and Finance Officer Melissa Setzer will be at the meeting to seek commission approval of the document(s) and to provide any needed background. In years past, this item has gone under the Consent Agenda for approval, but with new board members, it seemed wise to offer an in-person review/explanation and the opportunity for board members to ask questions. In addition to the billing guide is Appendix I (MCPH Accepted Insurances and Governmental Payers), Appendix II (Macon County Public Health Fee Schedule) and Appendix III (MCPH's Fee Setting Methodology).

12(D). Mrs. McGaha will also be seeking approval of a lease agreement with the Community Care Clinic of Franklin, which would commence on December 1, 2022 and run through June 30, 2023. County Attorney Eric Ridenour has reviewed the lease, and he and Mrs. McGaha can field questions at the meeting as needed.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

Memorandum

To: Derek Roland, Macon County Manager
Joe Allen, Macon County Planner
From: Amin Hezaveh, Transportation Planning Division
RE: Southwestern RPO Travel Demand Model Socio-Economic Data Projection

Background

The Transportation Planning Division has initiated a pilot study to develop regional travel demand models (TDM). Two regions (Southwestern RPO and Albemarle RPO County) have been selected to partner in its development and assist and support rural communities and local interests. The TDM is a long-range process that aims to study current travel behavior to predict travel patterns in the future and assist decision-makers in making informed transportation planning decisions. The strength of TDM is the ability to ask "what if" questions about proposed plans and policies and their effect on travel behavior.

Population

For this study, we selected 2021 as the Base year. Based on the historical trends in the Macon County, Office of State Budget and Management (OSBM) recommended a 0.9% growth rate for the 2020-2050 period which put the County population at 48,805 (more details in Table 1). The OSBM also recommended a 1.1% average growth rate (AGR) for the state of North Carolina for the same period.

Considering the unique characteristics of the mountain region, TPD recommends a 1% growth rate for the SWRPO pilot study. Based on the TPD recommended growth rate 12,906 people will be added to the Macon County population, and population will reach 50,008 by April 2050. Table 2 and Figure 1 present both population trends and projected population in the future.

Employment

Employment information for Macon County was retrieved from the Data Axle (InfoUSA) database. According to Data Axle, 19,688 employees worked in Macon County in 2021. Countywide 2050 employment totals were based on maintaining the same population-employment ratios as present in 2021. Based on this projection 6,848 employment will be added, and Macon County employment will reach 26,536 by April 2050.

Request for Approval

NCDOT and the Southwestern RPO respectfully requests your official approval of projected socio-economic data used to determine future deficiencies shown in the tables below. *Your approval can be documented as part of the official minutes of a regularly scheduled Board of Commissioners.*

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
TRANSPORTATION PLANNING DIVISION
1554 MAIL SERVICE CENTER
RALEIGH, NC 27609-1554

Telephone: (919) 707-0900
Fax: (919) 733-9794
Customer Service: 1-877-368-4968

Location:
1 SOUTH WILMINGTON STREET
RALEIGH, NC 27601

Website: ncdot.gov



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

SWRPO pilot Travel Demand Model

- TPD recommends a 1% growth rate for both population and employment in Macon County for 2020-2050 period.
- Average North Carolina State population growth rate is 1.1%.
- Macon County's population will reach 50,008 by April 2050.
- Macon County's employment will reach 26,536 by April 2050.

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STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

Table 1 Details of changes in proposed population from OSBM

	2020 Census*	July 2050 Projection*	Numeric Change*	Number of Births*	Number of Deaths*	Natural Increase*	Net Migration*	AGR**
Macon	37,102	48,805	11,703	1.32	12,509	19,582	-7,073	0.9%

* Source: OSBM (<https://www.osbm.nc.gov/facts-figures/population-demographics/state-demographer/countystate-population-projections>)
** This is OSBM recommended growth rate, TPD doesn't recommended this growth rate

Table 2 Historical population and future projection in population

Year	Census Year*					Projection Year			
	1970	1980	1990	2000	2010	2020	2030	2040	2050
Macon	15,788	20,178	23,499	29,811	33,967	37,102	40,984	45,271	50,008
Statewide	5,084,411	5,880,095	6,632,448	8,046,668	9,535,483	10,439,388	NA	NA	13,800,000

* Source: OSBM (<https://www.osbm.nc.gov/facts-figures/population-demographics/state-demographer/countystate-population-projections>)

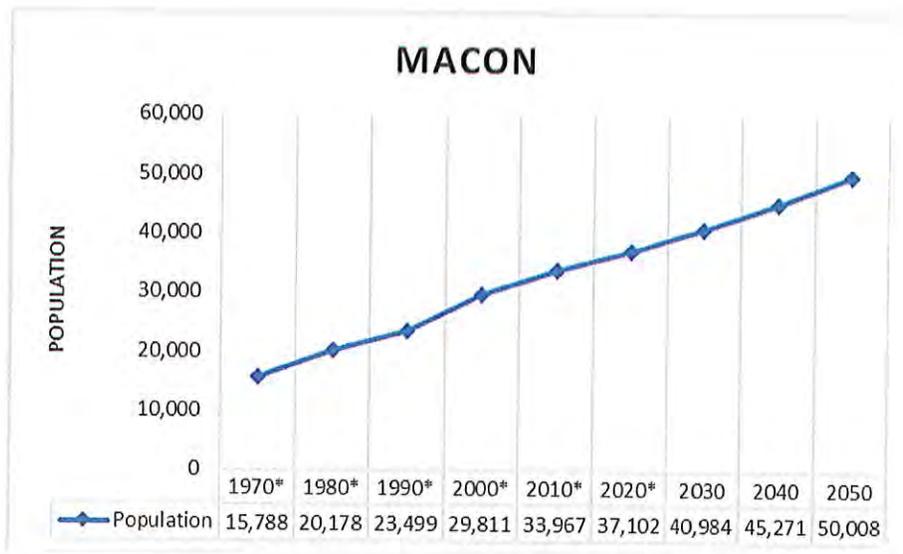


Figure 1 Historical population and future projection in population

(* Source: OSBM (<https://www.osbm.nc.gov/facts-figures/population-demographics/state-demographer/countystate-population-projections>))

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Macon County
Public Health

MCPH Billing Guide

Revised 11/15/2022

MCPH Billing Guide - Table of Contents

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Fees

I. Foundation

Macon County Public Health is a public agency whose mission is to promote, protect, and enhance the health of all people and the environment. MCPH provides a multitude of services to the citizens in Macon County. The department has several programmatic units which operate specifically under Federal, State, and local legal authority to provide services including, but not limited to the following: Clinical Services, Dental Services, Laboratory, Vital Records, Animal Services, School Health, Environmental Health, Emergency Preparedness, and Women, Infant, and Children Nutritional Services.

Macon County Public Health serves the public interest best by assuring that all legally required public health services are furnished to all citizens while prioritizing those citizens with greatest need. MCPH provides services without regard to religion, race, national origin, creed, gender, parity, marital status, age, sexual orientation, or contraceptive preference.

Fees are a means to help distribute services to citizens in the county and help finance and extend public health resources as government funding cannot support the full cost of providing all required and requested services. Fees are considered appropriate, in the sense that while the entire population benefits from the availability of subsidized public health services for those in need, it is the actual users of such services who gain benefits for themselves.

Fees for Health Department services are authorized under North Carolina 130A-39 (g), provided that 1) they are in accordance with a plan recommended by the Health Director and approved by the Board of Health and the County Commissioners, and 2) they are not otherwise prohibited by law.

II. Fee Setting

In accordance with G.S. 130A-39(g), which allows local health departments to implement fees for services rendered, the Macon County Public Health, with the approval of the county's governing boards will implement specific fees for services and seek reimbursement for services. The method used for setting fees will be solely based on the cost to provide the service. Resources that may be used in this process include, Cost Report, Medicaid Reimbursement rates, fees charged by surrounding health departments/service providers and/or DPH LHD worksheet for setting fees.

1. Fee Setting Procedure

- a. The following is the procedure to which Macon County Public Health uses for setting fees for services:
 - i. A developed multi-disciplinary committee of the Macon County Public Health will meet at least annually, to determine the cost of providing services and discuss the fees for the services provided.
 - ii. Fees will be determined based on the cost to provide services, in conjunction with the cost study analysis, which assesses direct and indirect costs including, but not limited to, the salary of staff rendering services, materials and supplies used, building and maintenance fees.

- iii. In order to set fees, Macon County Public Health may use multiple resources such as, the Workbook for Setting Service Fees that has been provided by the NC Division of Public Health, a cost study analysis, fees of local health departments within the area and/or review the Medicaid, Medicare and Third Party Insurance rates for services.
- iv. Once the fees are reviewed and discussed by the committee, the Health Director will present the fees to the governing boards for their review and final approval.
- v. Once approval has been received, the appropriate fees are set and will be maintained in the Health Department, noted as the approved "Fee Schedule".
- vi. The fee schedule may be automatically adjusted (without Board approval) during the fiscal year if the Health Department receives notification of an increase of the cost of lab tests, vaccinations and/or supplies as long as the approved methodology is used. This includes: the ability to complete any lab test Lab Corp offers and to set the fee based on the approved fee setting methodology, the adjustment of lab fees, the addition of new CPT codes and supply cost increases.

Billing & Revenue

In accordance with G.S. 130-A-39(g), which allows local health departments to implement a fee for services rendered the Macon County Public Health, with the approval of the Macon County Board of Health and the Macon County Commissioners (or appropriate governing body) will implement specific fees for services and seek reimbursement. Specific methods used in seeking reimbursement will be through third-party coverage, including Medicaid, Medicare, private insurance, and individual client pay. The agency will adhere to billing procedures as specified by Program/State regulations in seeking reimbursement for services provided.

Appendix I, includes the list of accepted insurances that Macon County Public Health participates with for both clinical and dental services.

I. Charging for Services

1. There shall be no minimum fee requirement or surcharge that is indiscriminately applied to all clients.
2. Persons requesting program services will be encouraged to apply for Medicaid, when appropriate.
3. Client charges will be determined by each program requirements.
4. Program requirements and MCPH's governing boards determine when program charges are adjusted according to a fee scale. When applicable, charges will be adjusted according to a fee scale based on the Federal Poverty Guidelines ([Poverty Guidelines | ASPE](#)). Some services are

provided on a non-sliding fee basis. See the Program Specific Eligibility and Financial Requirements section for Sliding Fee vs. Non-Sliding Fee determination.

5. There shall be a consistent method applied to “aging” accounts.
6. Clients shall be given a receipt each time a payment is collected.

II. Non-Sliding Fees

Macon County Public Health provides specific services at a non-discounted rate regardless of federal poverty level. These fees will not slide on the sliding fee scale. See the Program Specific Eligibility and Financial Requirements section for this determination.

III. Limiting or Restricting Services Due to Inability to Pay

1. No one shall be denied clinical services based solely on the inability to pay.
2. Non-agency lab orders, Environmental Health Services, Dental Services, and Animal Services may be denied based on inability to pay; however, MCPH will make every effort to establish referral sources and/or discounted fees to make all services accessible.
3. Women’s Health (Family Planning and Maternal Health)
 - a. The Title X guidelines do not distinguish between “inability” and “unwillingness” to pay. For Family Planning clients who do not pay, the agency can use debt set-off. Even if a client establishes a payment plan but then refuses to honor the plan services cannot be denied or restricted.
 - b. Denying or restricting services would constitute client abandonment. Therefore, services for Maternal Health may not be denied because a client is unwilling or unable to pay.
4. Child Health
 - a. MCPH may not restrict Child Health services due to an outstanding bill. Title V funds are used to prevent barriers to care for clients that are Non-Medicaid, non-insured as well.

IV. Clinical Fee Collection

1. Upon each clinic visit, Management Support staff will determine the income and sliding fee scale status of each client, if applicable. Staff will be responsible for documentation of financial eligibility on Self Declaration Income Form to determine eligibility (Attachment B). Clients without required verification will be charged at 100% until income documentation is received, with the exception of Family Planning services per current Title X guidelines.
2. Payment is due and expected at the time services are rendered. If a balance remains, a payment agreement and schedule will be established and signed by the client. (Attachment D)
3. Enrollment under Title XIX (Medicaid) shall be presumed to constitute full payment for billable services to Medicaid.
4. The Accounts Receivable System will be balanced daily.
5. Monthly statements will be mailed to the client/responsible party as long as confidentiality is not jeopardized.

V. Payment Agreement

Payment agreements are offered to each and every patient that owes a balance and is unable to pay in full at time of appointment. See MCPH's Policy 101.01 Collection of Funds Policy.

VI. Fee Waiving Process

MCPH's Health Director has the authority to waive client fees of individuals who, for good cause, are unable to pay. Clients must submit this request to MCPH in writing including the justification. MCPH Finance Director will submit the account balance and justification to the Health Director for approval.

VII. Billing Medicaid and Third-Party Insurance

1. Clients presenting with third party health insurance coverage where copayments are required, shall be subject to collection of the required copayment at the time of service. For Family Planning (Title X) clients, the copay may not exceed the amount they would have paid for services based on the sliding fee scale.
2. Clients will sign a consent on paper to be scanned, or electronically sign a consent allowing the Health Department to file insurance and a copy of the insurance card will be scanned at that time into the client's medical record.
3. Third party insurance is billed the total amount of the service provided. The charge and any remaining balance with the exception of copayments, is billed to the client based on the program sliding fee scale, if applicable. Copayments are not subject to the sliding fee scale adjustment.
4. Claims are filed electronically.
5. Payments are posted electronically/manually to client accounts. If applicable, secondary insurance is filed.
6. Denials are researched using the Remittance Advice (RA) for Medicaid and Explanation of Benefits' for private insurance. Any denials deemed incorrect are resubmitted as quickly as possible. Any remittance or final denial is posted to the client's account. Remaining balance for Medicaid clients are adjusted off (unless it was for a non-covered service that the client was made aware of prior to the service being rendered).
 - a. If a client has any form of third-party reimbursement, that payer must be billed (required if the agency is "in network", otherwise optional), unless confidentiality is a barrier*. Medicaid will be billed as the payer of last resort. Clients should be made aware that they will be responsible for any balance remaining after the claim has been processed. This may include copays, coinsurance, deductibles and non-allowed charges. As required by Title X, Family Planning clients whose family income is between 101%-250% FPL will not pay more in copayments or additional fees than they would otherwise pay when the schedule of discounts is applied.
7. If an encounter with a client is found to be coded incorrectly, the provider may make corrections by appending the provider's note and e-superbill within the client's medical record and notifying the billing department's supervisor. The billing department will review the corrections and update the charges accordingly. If a client has been charged and have received

a monthly statement and the addition or correction of the service made by the provider will increase the client's balance, the correction will be made with no additional cost to the client, unless, the client was over charged.

8. * Third party billing is processed in a manner that does not breach client confidentiality, particularly in sensitive cases (e.g., adolescents or young adults seeking confidential services, or individuals for whom billing the policy holder could result in interpersonal violence). The confidential client may give you their insurance card not thinking that the subscriber is not aware of the visit. Filing an insurance claim will result in an EOB (explanation of benefits) being sent to the subscriber which would violate confidentiality. Be certain to have the client sign/initial if they want insurance to be filed.

VIII. Overpayments and Refunds

1. Payment for copays, deductibles, coinsurance, account balances and non-sliding fees will be collected at the time of service.
2. If an overpayment is made by the client, the client will be notified of the overpayment and given the option for refund, or application of the overpayment to another date of service balance or for an upcoming appointment. Overpayments that clients choose to have refunded, will be refunded based on county policy.
3. Overpayments paid by Medicaid, Medicare and insurance will be reviewed and refunded in accordance to the guidelines set forth in our network participatory agreement.
4. See MCPH Policy 299.04 Environmental Health Refunds for EH Refund process.
5. See MCPH Policy 701.11 Animal Services Refunds for AS Refund process.

IX. Bad Debt Write Off and NC Debt Setoff

1. Bad Debt Write Off
 - a. Outstanding accounts having no activity in more than 60 months shall be written off as bad debts, at least annually upon approval of the Macon County Board of Health and the Macon County Commissioners. Board of Health and Board of County Commissioners minutes will serve as documentation that the write-offs have been approved.
 - b. Once an account has been written off as a bad debt it should not be reinstated. Only if the client returns to the clinic and wants to make a payment should action be taken to reinstate only the payment amount, post the payment and leave the remaining balance that was initially written off as it stands.
2. NC Debt Setoff
 - a. Client accounts fulfilling the requirements of NC Debt Setoff will be submitted to the NC Debt Setoff Program, at least annually. The account balance must be (1.) greater than \$50.00, and (2.) must be 60 days delinquent before it is eligible for Debt Set Off. After being delinquent for a minimum of 60 days, the client/guarantor will be notified of the process of debt setoff, via letter. The client/guarantor has 30 days to take action via payment or payment plan or the debt will be submitted to NC Debt Setoff.

X. Bankruptcy

1. When legal notification is received from Bankruptcy court, there is no further collection of the outstanding account unless a payment schedule is set up by the Bankruptcy court.
2. The client's account is notated/flagged with bankruptcy information, such as the time frame to which the bankruptcy references.
3. The account maybe written off if mandated by court.
4. The client may volunteer to pay.
5. Additional visits to which are not included in the bankruptcy time frame, will be the client's responsibility.

XI. Request for No Mail - Outstanding Debts

1. When a client requests no mail, discussion of payment of outstanding debts shall occur at the time service is rendered.
2. If the client is unable to pay in full at the time of service rendered, a receipt will be given to the client reflecting the partial payment and the client will sign a payment agreement.
3. Medical record is flagged reflecting-- "NO MAIL" and every precaution should be taken to ensure bills are "not" sent to clients, requesting "NO MAIL".
4. Client is reminded every visit of the amount they still owe.
5. No letters or correspondence concerning insurance, past due accounts or other billing issues will be sent to any client that requests "NO MAIL".
6. MCPH reserves the right to pursue all allowable avenues to collect payment. A "No Mail" request does not require MCPH to forfeit that right.

XII. Donations

1. Donations shall be accepted, regardless of income status.
2. The client account will not be reduced due to a donation.
3. There shall be no "schedule of donations", bills for donations, or implied or overt coercion.
4. See MCPH Policy 101.09 Donations Policy for the Donations process.

XIII. Vaccine and Administration

1. Macon County Public Health will not charge a fee to clients for state supplied vaccines provided to clients that are eligible for such vaccine in accordance to the NCIP Coverage Criteria and Vaccine for Children.
2. Administration fees for the rendering of state supplied vaccine may be billed to Medicaid. State supplied vaccine will be identified with a SL modifier. The appropriate NDC code must also be included.
3. Clients and Third Party Payers may be charged and/or billed the administration fee and the cost of purchased vaccine by the Macon County Public Health as a non-sliding fee when provided outside of programs.
4. Vaccine administration and vaccine provided within Child Health, Family Planning, and Maternal Health program will be subject to the sliding fee scale.

XIV. 340b Drugs and Devices

1. Macon County Public Health bills Medicaid the acquisition cost of medication or devices purchased through the 340b drug program.
2. All 340b drugs and devices are identified with a UD modifier in the Patagonia billing system. 340b drugs and devices are billed to Medicaid with an FP and UD modifier. The appropriate NDC code must also be included.
3. Drugs and devices purchased through the 340b program are labeled as 340b and stored separately from other medications and supplies.

Eligibility

I. Identification

It is considered “best practice” for each person presenting for services to establish their identity either with a birth certificate, driver’s license, military I.D., passport, visa, or green card, etc. A local health department may not require a client to present identification that includes a picture of the client for immunization, pregnancy prevention, sexually transmitted disease and communicable disease services (Consolidated Agreement, B, 16). However, you may take a photograph of the client, (with their permission) for internal use only.

II. Determining Family Size

A family is defined as a group of related or non-related individuals who are living together as one economic unit. Individuals are considered members of a single family or economic unit when their production of income and consumption of goods are related. An economic unit must have its own source of income. Also, groups of individuals living in the same house with other individuals may be considered a separate economic unit if each group supports only their unit. A pregnant woman is counted as two (including the unborn child) in determining family size.

Examples: Determining Family Size

- A foster child assigned by DSS with income considered to be paid to the foster parent for support of the child.
 - Family of 1
- A student maintaining a separate residence and receiving most of her/his support from her/his parents or guardians.
 - Dependent of the family
 - Self-supporting students maintaining a separate residence would be a separate economic unit.
- An individual in an institution.
 - Separate Economic Unit
- A client who requests “confidential services”, regardless of age.

- Family of 1
- If a Family Planning client presents for a service and is considered to be a minor, interview questions may include the following
 - Ask the client if their parents are aware of their visit.
 - Ask if “both” parents are aware of their visit, since sometimes the mother may be present with the client; however, the father may not be aware of the visit.
 - Ask if you can send a bill to the home to both parents.
 - If the client states both parents are aware and it is not a confidential visit, you should treat as such and use all family members in the economic unit.

III. Determining Gross Income

Gross income is the total of all cash income before deductions for income taxes, employee’s social security taxes, insurance premiums, bonds, etc. For self-employed applicants (both farm and non-farm) this means net income after business expenses.

1. The following are acceptable types of income to be used when determining gross income, this is not an all-inclusive list:
 - a. Wages (regular, overtime, etc.)
 - b. Alimony
 - c. Any cash earnings (i.e. tips, etc.) and/or contributions received
 - d. Child Support (cannot consider as income for Family Planning)
 - e. Disability
 - f. Dividends
 - g. Military Earnings
 - h. NC Unemployment
 - i. Pensions
 - j. Social Security/Supplemental Security Income (SSI)
2. Exceptions
 - a. Payments to volunteers under Title I (VISTA) and Title II (RSVP, foster grandparents, and others) of the Domestic Volunteer Service Act of 1973
 - b. Payments received under the Job Training Partnership Act
 - c. Payments under the Low-Income Energy Assistance Act
 - d. The value of assistance to children or families under the National School Lunch Act, the Child Nutrition Act of 1966 and the Food Stamp Act of 1977
 - e. Veteran’s Disability payments
3. The following are acceptable forms of documentation of gross income:
 - a. Bank Statement
 - b. Check Stub (includes regular wages, overtime, etc.)
 - c. Client Statement (Family Planning Only)
 - d. Income Tax Return (annual, not quarterly)
 - e. Letter of Verification from Employer

- f. Military Earnings Statement
 - g. NC Unemployment Statement
 - h. Pension Statement
 - i. Social Security/Supplemental Security Income (SSI) Statement
4. No client will be refused services when presenting for care based on lack of income documentation, however each client will be billed at 100% until proof of income and family size is provided to the agency except Family Planning.
- a. The client will have 30 days (agency may determine time limit) to present this documentation in order to adjust the previous 100% charge to the sliding fee scale.
 - b. If no documentation is produced in 30 days, then the charge stands at 100% for that visit.
 - c. This does not apply to non-sliding fee scale services, which should be paid in full on the date of service.

IV. Computation of Income

1. Income will be based on a twelve (12) month period. If the client is working the day they present for a service, income will be calculated weekly, bi-weekly, monthly or annually, depending on the documentation obtained.
2. If the client is unemployed the day they present for their service, their "employment only" income will be calculated at zero (0); however, the client should be required to provide "their mechanism", in regard to their paying for food, clothing, shelter, utility bills, etc. Refer to "sources of income" counted and apply all sources, as appropriate. "Regular contributions received from other sources outside of the home" is most often considered one of those sources. If the client is receiving unemployment or other "sources" of income, as designated above, all of those sources should be counted.
3. The client's income will be determined by the following:
 - a. Regular Income Formula
 - i. Based on 12 month period
 - ii. Use gross income or self-employed income after business expenses
 - iii. Calculation:
 1. Weekly = pay X 52
 2. Biweekly = pay X 26
 3. Twice a month = pay X 24
 - b. Unemployment or Irregular Income Formula:
 - i. Add any Unemployment Compensation and Irregular Income from past 6 months X 2 to project their 12 month income.

V. Title X Income Collection Requirements for Clients Seeking “Confidential Services”

1. Title X requires that any client seeking “confidential services” be considered a family of one and that only their income be used in assessing their percent pay on the sliding fee scale.
2. Confidential Services: provides an additional layer of privacy and confidentiality beyond HIPAA’s regulations. For example: an adolescent seeking Family Planning services, whose parents are not aware, if the adolescent and parents were seeking other services (immunization, etc...) at a later date, the adolescents history of family planning services would not be disclosed to the parent.
3. HIPAA (The Health Insurance Portability and Accountability Act of 1996): is a federal law that required the creation of national standards to protect sensitive patient health information from being disclosed without the patient’s consent or knowledge.
4. A copy of the Income and Eligibility Statement (refer to Attachment B) should be maintained for future reference. The number in the household, annual gross income and percentage of pay should be reflected on the financial documentation. The documentation should be signed and dated by the interviewer and client. Use of electronic signatures is acceptable.
5. Income is re-assessed annually unless there has been a change in financial status. Following the initial financial eligibility determination, the client will be asked at each visit if there has been a change in their financial status. Income will always be based on the “actual date” of service. If there has been a change or it is time for their annual review the income determination process should take place.
6. Client fees are assessed according to the rules and regulations of each program and the recommended Program’s Poverty Level Scale (Sliding Fee Scale) will be used to determine fees. All third-party providers will be billed, without discount, where applicable.
7. Clients presenting with third party health insurance coverage where copayments are required shall be subject to collection of the required copayment at the time of service. For Family Planning (Title X) clients the copay may not exceed the amount they would have paid for services based on sliding fee scale.
8. Income information reported during the financial eligibility screening for one program can be used through other programs offered in the agency, rather than to re-verify income or rely solely on the client’s self-report.

Programs Specifics Eligibility and Financial Requirements

I. Animal Services

- a. MCPH Animal Services’ primary mission is to protect the health and safety of our residents, and to protect animals and promote their humane treatment. We will make

every effort to promote pet adoptions of healthy, nonaggressive animals by the general public and promote responsible pet ownership. To reduce the number of homeless pets, we will ensure that all dogs and cats are spayed or neutered prior to adoption and current of their immunizations.

b. Eligibility:

- i. Macon County Jurisdiction

c. Financial:

- i. Animal Service fees are determined by MCPH Governing Boards, the Board of Health and County Commissioners.
- ii. Animal Service fees from other counties are taken into consideration.
- iii. Fees for Animal Services are due at time of service.
- iv. More information is available in Macon County's Animal Control Ordinance - <https://maconnc.org/images/Animal%20Control%20Ordinance10.13.15.pdf>.

d. Sliding Fee:

- i. Not Applicable

II. Case Management Services

1. Case Management for at Risk Children (CMARC)

a. Eligibility:

- i. CMARC is care management for Medicaid children, birth to five years of age, who have long term medical conditions, are in long-term stressful situations (been exposed to adverse childhood experiences or adversely affected by social determinates of health), children in foster care, and/or were in a Neonatal Intensive Care Unit (NICU). Referrals to CMARC may come from any community member, provider, or be a self-referral.
- ii. Enrollment into CMARC is voluntary for the child and family.
- iii. Parent or guardian must consent to all services, documentation and analytics.

b. Financial:

- i. Participants are not charged for these services.

c. Sliding Fee:

- i. Not Applicable

2. Care Management for High Risk Pregnancies (CMHRP)

- d. Macon County Public Health must assure or provide CMHRP services to Medicaid eligible patients, in accordance to CMHRP program requirements. Macon County Public Health is subcontracted by Prepaid Health plans (PHP) to provide CMHRP services. The CMHRP population is comprised of PHP Priority Members and individuals who are eligible for service.

e. Eligibility:

- i. At-Risk Pregnant Women who are not aligned with a PHP, but receive Medicaid Direct and Presumptive Eligibility coverage should also be referred to CMHRP services as applicable.
- f. **Financial:**
 - i. Participants are not charged for these services.
- g. **Sliding Fee:**
 - i. Not Applicable

III. Clinical Services

1. Adult Health

- a. Macon County Public Health provides adult services that includes, but is not limited to, the following: employment physicals, DOT physicals, Sheriff's office physicals, daycare (adult employment) physicals, college physicals, foster (parent) physicals, colposcopies, etc.
- b. **Eligibility:**
 - i. 18 years old and over, Resident of Macon County (except for colposcopies, pregnancy tests).
- c. **Finance:**
 - i. Adult health visits are not eligible for sliding fee discounts; Private insurance, can be billed, if available. Patients are responsible for remaining balances or total cost of visit.
- d. **Sliding Fee:**
 - i. Not Applicable – these services are billed at a set fee per type of visit.

2. Breast and Cervical Cancer Control Program (BCCCP)

- a. The goal of the North Carolina Breast and Cervical Cancer Control Program (BCCCP) is to reduce the morbidity and mortality due to breast and cervical cancer in women by providing breast and cervical cancer screening, diagnostic services, and patient navigation services for eligible underserved women of North Carolina.
- b. **Eligibility:**
 - ii. Women 21 to 75 years of age with gross incomes that are below 250% of the federal poverty level, according to the Federal Poverty Guidelines, and who are uninsured or underinsured, may be eligible for breast and cervical services, subject to the limitations and exceptions listed below.
 - iii. Women enrolled in Medicare (Part B) and/or Medicaid programs are not eligible for NC BCCCP-funded services.
 - iv. Women receiving Family Planning (Title X of the Public Health Service Act) services are not eligible for NC BCCCP-funded services that are available through Title X funding.
 - v. Documented citizenship is not required for screening and/or diagnostic services through NC BCCCP.

vi. Breast Services:

1. At least 75% of all initial mammograms provided through NC BCCCP using federal funds must be for women ages 50 to 64; no more than 25% may be provided for symptomatic women under the age of 50.
2. Symptomatic women under the age of 50
 - a. NC BCCCP state funds or federal funds can be used to reimburse for diagnostic services for symptomatic women under the age of 50.
 - b. Abnormal findings, including a discrete palpable mass, nipple discharge, and skin or nipple changes, a woman can be provided a diagnostic mammogram and a referral for a surgical consultation.
3. Asymptomatic women ages 40 to 49
 - a. NC BCCCP state funds may be used to reimburse for mammograms for women ages 40 to 49.
 - b. NC BCCCP federal funds may only be used for mammograms in this population for women who are symptomatic, subject to the 25% limitation noted above.
4. Asymptomatic women under the age of 40
 - a. NC BCCCP state funds and federal funds can be used to screen asymptomatic women under the age of 40, if they are considered to be at high risk (see high risk defined below) for developing breast cancer.
5. Asymptomatic or symptomatic women ages 65 to 75
 - a. NC BCCCP state funds may be used to reimburse for mammograms for women ages 65 to 75 if no other source of funding is available.
 - b. NC BCCCP federal funds may be used for symptomatic women in this population.
6. All women should undergo a risk assessment to determine if they are at high risk for developing breast cancer.

vii. Cervical Services:

1. At least 20% of all enrolled women screened for cervical cancer shall meet the definition of never screened (greater than 10 years). The priority age for cervical cancer screening is women between the ages of 21 and 64. All women should undergo a risk assessment to determine if they are at high risk for developing cervical cancer.
2. Women diagnosed outside of NC BCCCP with breast and/or cervical cancer and/or precancerous lesions with a diagnosis that is less than three months prior to the date of BCCM application, and who meet NC BCCCP eligibility criteria may receive Patient Navigation-only (PN-only) services to apply for BCCM.

- c. **Financial:**
 - i. Women whose gross incomes are less than or equal to 100% of the federal poverty level shall not be charged for any services covered through NC BCCCP. However, ancillary costs and non-NC BCCCP covered fees may be charged to the NC BCCCP participant. Participants shall be notified of any possible charges prior to committing to the procedure.
 - ii. A flat fee may not be charged for NC BCCCP services to any woman enrolled in NC BCCCP.
- d. **Sliding Fee:**
 - i. Sliding fee scales may be used for women whose gross incomes are between 101% and 250% of the federal poverty level.

3. Child Health

- a. MCPH Child Health Program's primary mission is to ensure health services for children, including parenting education, nutrition, well childcare, genetic services, newborn screening, childcare health consultation, developmental screening, early intervention, transition, linkage with medical homes, screening and treatment clinics, resource lines, NC Health Choice, and children/youth families with special health care needs.
- b. **Eligibility:**
 - i. Birth through 20 years
- c. **Financial:**
 - i. A sliding fee scale is applied based on current child health program guidelines. Medicaid or private insurance plans are billed, if available.
- d. **Sliding Fee:**
 - i. Sliding fee scales are used for children whose gross household income is between 101% and 250% of the federal poverty level per current NCDPH sliding fee scales.

4. Communicable Disease Control

- a. MCPH Communicable Disease Control's mission is to reduce morbidity and mortality resulting from communicable disease that are a significant threat to the public, through detection, tracking, investigation, control, education, and care activities to improve the health of people in Macon County. Macon County works with the Communicable Disease Branch under the overarching goal to control the spread of communicable diseases, detect cases of communicable diseases, and monitor for the occurrence of new cases in the community.
- b. **Eligibility:**
 - i. Macon County residents
- c. **Finance:**
 - i. Not Applicable
- d. **Sliding Fee:**

- i. Not Applicable

5. Dental Services

- a. The Macon County Children's Dental Clinic (Molar Roller) provides comprehensive general dental services to children from birth to 19 years of age.
- b. **Eligibility:**
 - i. Resident of Macon County or enrolled in Macon County Schools, ages birth to 19.
- c. **Financial:**
 - i. Dental fees will be based on Dentemax rates plus MCPH's fee adjustment based on the approved fee setting methodology (see attachment).
- d. **Sliding Fee:**
 - i. Self-pay consumers, or those with no dental insurance, may qualify for sliding fee scale based on their family size and household income.
 - ii. Sliding fee discount is based on 250% of Federal Poverty with a maximum discount of 50%.

6. Employee and Family Health

- a. a. Macon County's Employee and Family Health Program provides Macon County Employees, their dependents and retirees who are enrolled in Macon County's health insurance plan a clinic that is designed to screen, diagnose, and treat minor illnesses or injuries which require prompt attention, but are not of such seriousness to require a visit to an emergency room. Employee health clinic is not intended to manage chronic health conditions. Employees needing chronic disease management shall be referred to Macon County Primary Care Program. This program is NOT intended to replace an individual's primary care provider.
- b. **Eligibility:**
 - i. Client must be an employee, dependent or retiree that is enrolled in Macon County's insurance plan. Select part time county employees, as determined by the county manager, may also access Employee Health.
- c. **Financial:**
 - ii. There is no co-pay for sick visits.
 - iii. Over-the-Counter Medications are offered at a reduced cost (\$1 - \$3) per medication.
 - iv. Employee Health eligible clients who have a lab order from their outside provider or through the employee health clinic are able to receive lab services conducted at MCPH's lab at no charge.
- b. **Sliding Fee:**
 - i. Not Applicable

7. Family Planning or Women's Health Service

- a. MCPH Family Planning Program's mission is to reduce unintended pregnancies and improve selected health practices among low-income families. Family Planning services provide the delivery of related preventative health services including patient education and counseling, physical examinations, lab testing, basic infertility services, cervical and breast cancer screening, sexually transmitted disease and human immunodeficiency virus prevention education, testing, treatment and referral, pregnancy diagnosis and counseling, preconception health counseling, education regarding a wide range of contraceptive methods, and emergency contraception.
- b. **Eligibility:** Men and Women of childbearing age regardless of residency.
- c. **Finance:**
 - i. A sliding fee scale is applied based on current Family Planning Program billing guidelines. Medicaid or Private Insurance plans are billed, if available and patient does not request to receive "Confidential Services" (see below).
 - ii. Family Planning services must be provided solely on a voluntary basis and may NOT be made a prerequisite to eligibility for, or receipt of, any other services, assistance from or participation in any other programs (Sections 1001 and 1007, PHS Act; 42 CFR 5.5 (a) (2)).
 - iii. Family Planning must provide services without subjecting individuals to any coercion to accept services, or to employ or not to employ any particular methods of family planning (42CFR 59.5 (a) (2)).
 - iv. Adherence to program requirements in project management and administration must be based on Title X Program Requirements.
 - v. Family income shall be assessed before determination whether copayments or additional fees are charged.
 3. Patients whose family income is at or below 100% of current Federal Poverty Level will not be charged for services.
 4. Patients whose family income is 100%-250% of current Federal Poverty Level will be charged in accordance with a schedule of discounts. These patients shall not pay more in co-payments or additional fees than they would otherwise pay when the schedule of discounts is applied.
 5. Patients whose family income is greater than 250% of FPL shall be charged in accordance with a schedule of fees designed to recover the reasonable cost of providing services.
 - vi. Reasonable measures to verify income without burdening clients from low-income families should be observed.
 1. Agencies that have lawful access to other valid means of income verification because of the patient's participation in another program may use those data rather than re-verify income or rely solely on patients self-report.

2. If a third party (including a government agency) is authorized or legally obligated to pay for services, all reasonable efforts must be made to obtain the third-party payment without application of any discounts.
3. Patients must not be charged at 100% if they do not have proof of income at the time of service. The eligibility process should still be completed for clients, and a sliding fee scale (SFS) discount of 0% up to 100% should be applied based on the clients verbal declaration of income (recorded on the Self Declaration of Income form), income reported to another Health Department program, or income documents provided according to the current Family Planning (SFS).
4. If a patient refuses to provide any income information, including verbal declaration of income (per current Title X guidelines):
 - a. Assure the client that the income information is strictly used to determine eligibility for sliding fee scale discounts on charges incurred for services in the Family Planning clinic.
 - b. Assure the client that the information is not shared outside of the Health Department. Offer the client the option to declare an income range rather than a specific dollar amount.
 - c. Inform the client that income reported to other Health Department programs may be used in lieu of the client's declaration of income; so if the client has reported income to another Health Department program that reported income will be used.
 - d. If no income has been reported for any other Health Department program and the client continues to refuse to declare income, inform the client that (s)he will be charged at 100% of the fee for services rendered without any discount.
 - e. If the client state (s)he cannot pay 100% of the fee for services, explain that eligibility for discounts is determined by income, and offer the client another opportunity to declare income.
 - f. Document the conversation and outcome clearly and thoroughly in the client's record. It is recommended to have the client sign a statement that (s)he declines to provide any declaration of income and that (s)he understands that (s)he will be charged at 100% because eligibility for discounts cannot be determined in the absence of a declaration of income.
- vii. If a client, including adolescents, is seeking "confidential services", they will be considered "confidential" and it will be documented on the Financial Eligibility form. Charges to clients seeking confidential services will be based solely on the individual's income.

- viii. A sign in the finance/discharge areas is required stating that charges incurred in the family planning program will be based in accordance with a schedule of discounts based on ability to pay and family size, except for persons from families whose annual income exceeds 250% of the Federal Poverty Level (59.5 & 59.10 in the Family Planning Regulations and Title VI of the Civil Rights Act of 1964 through Executive Order 13166).
- ix. The use of NC Debt Setoff is acceptable for collecting past due amounts for Family Planning clients.
 - 1. Confidential clients should NOT be referred to Debt Set-off.
- x. The “Bad Debt Write-Off” method of aging accounts will be strictly followed. Bills/receipts given to clients at the time of service show total charges, as well as any allowable discounts.
- xi. Family Planning clients will pay the lesser of the copay or where they fall on Sliding Fee Scale as required by Title X.
- d. **Sliding Fee:**
 - i. A sliding fee scale is applied based on current Family Planning Program billing guidelines. Medicaid or Private Insurance plans are billed, if available and patient does not request to receive “Confidential Services” (see above).

8. Immunization/Immunization Action Plan

- a. Macon County Public Health’s goal is to prevent disease, disability, and death from vaccine preventable diseases in infants, children, and adults. MCPH works with the NC Immunization branch to assure that individuals are age-appropriately immunized, and manages outbreaks of vaccine preventable diseases including: infants, children, college bound individuals, and adults. Macon County Public Health also offers foreign travel vaccines.
- b. **Eligibility**
 - i. There are no residency requirements for immunizations.
- c. **Financial:**
 - i. Some Foreign Travel vaccines are required to be pre-paid before ordering due to high cost of vaccine. Reference XIII (Vaccine and Administration) for further financial information.
- d. **Sliding Fee:**
 - i. Not Applicable

9. Laboratory

- a. Laboratory services are performed by LabCorp, North Carolina State Lab of Public Health or Macon County Public Health’s lab.
- b. **Eligibility:**
 - i. Not Applicable
- c. **Financial:**

- i. Billing is determined by services provided.
- ii. Patient insurance will be filed or patient will be billed for date of services.
- d. **Sliding Fee:**
 - i. Clinical laboratory services will be billed according to individual program Agreement Addenda (ex. Family Planning, Sexually Transmitted Disease, WiseWoman, etc.)
 - ii. External Lab Orders will be charged at 100% of fee.

10. Maternal Health/Prenatal

- a. MCPH Maternal Health Program's purpose is to ensure that all individuals who are pregnant and low-income have access to early and continuous prenatal and postnatal care. Obstetrical care is provided through contracted arrangements with area providers.
- b. **Eligibility:**
 - i. Patients must be a Macon County Resident, proof of residency is required.
- c. **Finance:**
 - i. Presumptive Medicaid, Medicaid or Private Insurance plans are billed, if available.
 - ii. Charges will not be assessed when income falls below 100% of Federal Poverty Guidelines, for Child Health, Family Planning and Maternity programs.
- d. **Sliding Fee:**
 - iii. A sliding fee scale is applied based on current Maternal Health Program billing guidelines.

11. Primary Care

- a. Macon County Public Health provides primary care services to eligible full time Macon County Residents who do not have a primary care doctor and are between the ages of 21-64 years. MCPH will not accept the following for primary care services: chronic pain management, methadone physicals, disability claims. Patients must complete a medical questionnaire, which is reviewed by the MCPH medical provider; patients can be accepted or denied primary care services based on the medical questionnaire and whether or not Macon County Public Health's physician can provide the level of care the patient requires.
- b. **Eligibility:**
 - i. Patient must be a Macon County resident
 - ii. Patient must be between the ages of 21-64 years.
- c. **Finance:**
 - i. Patients with Medicare, Medicaid, or private insurance, their plans will be billed for services.
 - ii. Patients with insurance are responsible for insurance co-payments or remaining balances after insurance payment.

- iii. Self-Pay patients are responsible for remaining balances after sliding fee scale has been applied to their services.
- d. **Sliding Fee:**
 - i. A sliding fee scale is applied to patients without insurance (self-pay) based on provided income, with a maximum discount of 60%.

12. School Based Health Center

- a. Macon County's School-based Health Center's primary mission is to provide students and staff of Macon County Schools a convenient and affordable option to access health care. These services will be provided through a telehealth model. This program is designed to serve one of Macon County's most vulnerable populations.
- b. **Eligibility:**
 - i. Child: Must be enrolled in Macon County Schools, and enrolled in the school based health center.
 - ii. Adult (School Staff): Must be employed by Macon County Schools, and enrolled in the school based health center.
- c. **Finance:**
 - i. Child: Medicaid or private insurance plans will be billed, if available. If non-insured, fees will be based on NC Child Health Program Financial Guidelines (see above).
 - ii. Adult: Medicaid or private insurance plans will be billed, if available. If non-insured a flat fee, determined by MCPH's Governing Boards, will be billed to the patient.
- d. **Sliding Fee:**
 - i. Child: See Child Health Program Financial Guidelines.
 - ii. Adult: Not Applicable

13. Sexually Transmitted Disease Prevention

- a. MCPH STD Prevention Program's mission is closely linked to the mission of the Centers for Disease Control and Prevention (CDC) Division of STD Prevention (DSTDP). The DSTDP has specific disease prevention goals that are contextualized within the broad framework of the social determinants of health, the promotion of sexual health, and the primary prevention of sexually transmitted disease. STD prevention concentrates its efforts on four focus areas to guide STD prevention and maximize longer-term impact:
 - i. Adolescents and Young Adults
 - ii. Men Who Have Sex with Men (MSM)
 - iii. Pregnant Women
 - iv. STD Prevention Systems
- b. **Eligibility:**
 - i. No residency requirements

c. **Financial:**

- i. Offer routine Sexually Transmitted Disease (STD) and Human Immunodeficiency Virus (HIV) services at no cost to the client regardless of county of residence.
- ii. STD testing which is not required by North Carolina Administrative Code (I OA NCAC 41A .0204) may be billed according to local billing policy (for example serum herpes testing).
- iii. Medicaid and Private Insurance plans can be billed, if desired by client.
- iv. Clients can choose to be a “confidential” patient and to not bill Medicaid or Private insurance plans at no cost to them, unless the service is not covered by program guidelines.
- v. Non-Insured or confidential clients are billed at a zero charge, unless the service is not required by the North Carolina Administrative code (I OA NCAC 41A .0204), as stated above.

d. **Sliding Fee:**

- i. Not Applicable

14. Sexually Transmitted Disease Drugs

- a. The North Carolina Administrative Code (I OA NCAC 4 IA .0204) requires North Carolina local health departments to provide free treatment for clients diagnosed with sexually transmitted diseases (STDs): Local health departments shall provide diagnosis, testing, treatment, follow-up, and preventive services for syphilis, gonorrhea, chlamydia, nongonococcal urethritis, mucopurulent cervicitis, chancroid, lymphogranuloma venereum, and granuloma inguinal. These services shall be provided upon request and at no charge to the patient.
- b. Local health departments are expected to purchase drugs at the lowest available pricing. The Health Resources and Services Administration's (HRSA) federal 340B Drug Pricing Program requires drug manufacturers to provide outpatient drugs to eligible health care organizations/covered entities at significantly reduced prices which are generally recognized as the cheapest available. This 340B Program enables covered entities to stretch scarce federal and state resources as far as possible, reaching more eligible patients and providing more comprehensive services. Local health department clinics which diagnose and treat sexually transmitted diseases and receive funding from state and local resources are 340B Program covered entities.
- c. An individual is a patient of a 340B covered entity only if:
 - i. the covered entity has established a relationship with the individual, such that the covered entity maintains records of the individual's health care; and
 - ii. the individual receives health care services from a health care professional who is either employed by the covered entity or provides health care under contractual or other arrangements (e.g., referral for consultation) such that responsibility for the care provided remains with the covered entity; and

- iii. the individual receives a health care service or range of services from the covered entity which is consistent with the service or range of services for which grant funding has been provided to the entity.
- d. **Eligibility:**
 - i. No residential requirements.
- e. **Finance:**
 - i. Macon County Public Health shall ensure program integrity and maintain auditable records which document compliance with all 340B Program requirements as specified at <https://www.hrsa.gov/opa/program-requirements/index.html>. Billing policies and procedures must comply with North Carolina Administrative Code (I OA NCAC 4 IA .0204) and insurance requirements. Medications on the STD Formulary must be charged at the cost of acquisition. The LHD must establish a fee schedule for all billable STD tests and treatments.
- f. **Sliding Fee:**
 - i. Not applicable

15. Tuberculosis (TB) Control

- a. The mission of the Macon County Public Health TB Program is to eliminate tuberculosis disease as a public health threat by reducing the number of new cases of TB and by controlling the spread of TB into the general population.
- b. **Eligibility:**
 - i. Any persons residing either temporarily or permanently in North Carolina.
- c. **Finance:**
 - i. Clients who are referred or present for evaluation and/or treatment to rule out active tuberculosis, or for evaluation and/or treatment for latent tuberculosis infection. These services are covered under the tuberculosis program.
- d. **Sliding Fee:**
 - i. Not Applicable

16. Wisewoman

- a. The NC WISEWOMAN Project promotes effective screening and lifestyle intervention strategies for cardiovascular health in order to reduce the incidence of heart disease and stroke and reduce mortality in eligible underserved women of North Carolina.
- b. **Eligibility:**
 - i. Women ages 40 to 64
 - ii. Women eligible for NC BCCCP, meaning those women with gross incomes that are less than 250% of the federal poverty level.
 - iii. Women not enrolled in Medicare Part B or Medicaid (as women enrolled in Medicare Part B or Medicaid are not eligible for NC WISEWOMAN Project enrollment or program funded services).

- iv. There is an exception for women age 65 who had been previously enrolled in the
- v. NC WISEWOMAN Project and who otherwise remain eligible for NC BCCCP: these women may return for their rescreening 12-18 months after their initial NC WISEWOMAN Project visit.
- c. **Financial:**
 - i. NC WISEWOMAN Project funds shall only be used for payment after all other third-party payment sources (including private insurance) provide evidence of partial or non-payment of program eligible services. NC WISEWOMAN Project is the payer of last resort.
 - ii. Women whose gross incomes are less than 101 % the federal poverty level cannot be charged for any services covered through NC WISEWOMAN Project. Participants should be notified of any possible charges prior to committing to the procedure.
 - iii. A flat fee cannot be charged for NC WISEWOMAN PROJECT services to any woman enrolled in NC WISEWOMAN Project.
- d. **Sliding Fee:**
 - i. Sliding fee scales may be used for women whose gross incomes are between 101% and 250% of the federal poverty level.

17. Workman's Compensation

- a. Macon County Public Health provides Macon County Employees with Workman's Compensation Services during business hours (8am -4:30pm- Monday through Friday) for services that are not serious enough to require an Emergency room visit.
- b. **Eligibility:**
 - i. Must be a Macon County Employee.
- c. **Finance:**
 - i. Workman's compensation claims are filed/billed to Argent by Macon County Public Health Finance.
- d. **Sliding Fee:**
 - i. Not Applicable

IV. Environmental Health Services

- a. MCPH Environmental Health Program's primary mission is to protect environmental and public health by assuring compliance with state and local environmental laws. Environmental Health Services include inspections and permitting of septic systems, private drinking water wells, swimming pools, hospitals, daycare centers, schools, food handling, tattoo parlors, and lodging establishments.
- b. **Eligibility:**
 - i. Macon County Jurisdiction
- c. **Financial:**

- i. Environmental Health fees are determined by MCPH Governing Boards, the Board of Health and County Commissioners. Environmental Health fees from other counties are taken into consideration.
 - i. Fees for Environmental Health Services are due at time of service.
 - d. **Sliding Fee:**
 - i. Not Applicable

V. Women, Infant and Children’s Nutrition (WIC) Services

- a. Supplemental nutrition and education program to provide specific nutritional foods and education services to improve health status of target groups.
- b. **Eligibility:**
 - i. WIC is available to pregnant, breastfeeding, and postpartum women as well as infants and children up to age 5.
 - ii. The following criteria must also be met:
 - 1. be a resident of North Carolina;
 - 2. be at medical and/or nutritional risk
 - 3. have a family income less than 185% of the US Federal Poverty Level; Medicaid, AFDC, or food stamps automatically meet the income eligibility requirement.
- c. **Financial:**
 - i. Participants are not charged for these services.
- d. **Sliding Fee:**
 - i. Not Applicable

Appendixes

- I. Attachment – Appendix I – MCPH Accepted Insurances and Governmental Payers
- II. Attachment – Appendix II – MCPH Fee Plan
- III. Attachment – Appendix III – MCPH Fee Setting Methodology

Macon County Billing Guide - Appendix I

MCPH Accepted Insurances and Governmental Payers

Clinical Services

In Network Third Party Insurances

Macon County Public Health is in network and participates with the following Third-Party Insurances to provide clinical services:

- Aetna
- Blue Cross Blue Shield of North Carolina
- Cigna
- Medcost
- North Carolina Health Choice
- Tricare
- Prime
- Standard
- Tricare for Life
- United Healthcare
- UMR
- Humana

Participating Governmental Payers

Macon County Public Health is in network and participates with the following Governmental payers to provide clinical services:

- Medicare
- NC Medicaid
 - Including Prepaid Health Plans provided by the following:
 - Healthy Blue
 - United Health Care
 - Well Care
 - Amerihealth Caritas
 - Carolina's Complete

Dental Services

In Network Third Party Insurances

Macon County Public Health is in network and participates with the following Third-Party Insurances to provide dental services:

- Blue Cross Blue Shield of North Carolina
- Metlife

Participating Governmental Payers

Macon County Public Health is in network and participates with the following Governmental payers to provide dental services:

- NC Medicaid
- NC Health Choice

Macon County Public Health Fee Schedule Appendix II

Code	Modifier	Description	Current Fees
J0133		Doxycycline/Acyclovir	0.00
J0456		Azithromax	0.00
J0561		Bicillin	.25/unit
J0696		Ceftriazone	2.50/unit
J1050		Injection, Medroxyprogesterone Acetate, 150 MG (.34 per unit)	20.00
J1100		Injection, Dexamethasone sodium phosphate	10.00
J1725		17P Injection	21.00
J1726		Makena 17P	850.00
J2790		Rho (D) Immune Globulin (Rhlg), full dose, 300mcg	134.00
J3490		17-P used only for the treatment of advanced adenocarcinoma of the uterine corpus	850.00
J7297		Liletta	50.00
J7298		Mirena (replaces J7302)	350.00
J7298	UD	Mirena IUD - Medicaid	311.00
J7300		Intrauterine copper contraceptive device, Paragard T380A	250.00
J7300	UD	Intrauterine copper contraceptive device, Paragard T380A	250.00
J7301		Skyla IUD small frame	800.00
J7301	UD	Skyla IUD small frame - Medicaid	376.00
J7302		Levonorgestrel-releasing intrauterine contraceptive system, 52 mg (Mirena)	528.00
J7307		Nexplanon	500.00
J7307	UD	Nexplanon	364.00
Q3014		TELE Psychiatry Origination Site Fee	21.00
Q9984		Kyleena IUD - hormone releasing	900.00
Q9984	UD	Kyleena IUD - hormone releasing - Medicaid	543.00
S0030		Metronidazole	0.00
2000F		BPV Measurement of ocular blood flow with interpretation	5.00
11200		Removal of skin tags, up to 15 lesions	70.00
11201		Removal of skin tags each additional 10 lesions	28.00
11400		Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), trunk, arms, or legs; excised diameter 0.5 cm or less	115.00
11401		Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), trunk, arms, or legs; excised diameter 0.6 cm to 1.0 cm	135.00
11402		Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), trunk, arms, or legs; excised diameter 1.1 cm to 2.0 cm	152.00
11403		Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), trunk, arms, or legs; excised diameter 2.1 cm to 3.0 cm	176.00
11404		Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), trunk, arms, or legs; excised diameter 3.1 cm to 4.0 cm	194.00
11406		Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), trunk, arms, or legs; excised diameter over 4.0	232.00
11420		Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), scalp, neck, hands, feet, genitalia; excised diameter 0.5 cm or less	110.00
11421		Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), scalp, neck, hands, feet, genitalia; excised diameter 0.6 to 1.0 cm	142.00
11422		Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), scalp, neck, hands, feet, genitalia; excised diameter 1.1 cm to 2.0 cm	158.00
11423		Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), scalp, neck, hands, feet, genitalia; excised diameter 2.1 cm to 3.0 cm	192.00

11424	Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), scalp, neck, hands, feet, genitalia; excised diameter 3.1 cm to 4.0 cm	218.00
11426	Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), scalp, neck, hands, feet, genitalia; excised diameter over 4.0 cm	291.00
11440	Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), face, ears, eyelids, nose, lips, mucous membrane; excised diameter 0.5 cm or less	132.00
11441	Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), face, ears, eyelids, nose, lips, mucous membrane; excised diameter 0.6 cm to 1.0 cm	157.00
11442	Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), face, ears, eyelids, nose, lips, mucous membrane; excised diameter 1.1 cm to 2.0 cm	174.00
11443	Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), face, ears, eyelids, nose, lips, mucous membrane; excised diameter 2.1 cm to 3.0 cm	219.00
11444	Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), face, ears, eyelids, nose, lips, mucous membrane; excised diameter 3.1 cm to 4.0 cm	272.00
11446	Excision, benign lesion including margins. Except skin tag (unless listed elsewhere), face, ears, eyelids, nose, lips, mucous membrane; excised diameter over 4.0 cm	333.00
12001	Simple repair of superficial wounds of scalp, neck, axillae, external genitalia, trunk, and/or extremities (including hands and feet); 2.5 cm or less	147.00
12002	Simple repair of superficial wounds of scalp, neck, axillae, external genitalia, trunk, and/or extremities (including hands and feet); 2.6 cm to 7.5 cm	159.00
12004	Simple repair of superficial wounds of scalp, neck, axillae, external genitalia, trunk, and/or extremities (including hands and feet); 7.6 cm to 12.5 cm	184.00
12005	Simple repair of superficial wounds of scalp, neck, axillae, external genitalia, trunk, and/or extremities (including hands and feet); 12.6 cm to 20.0 cm	228.00
12006	Simple repair of superficial wounds of scalp, neck, axillae, external genitalia, trunk, and/or extremities (including hands and feet); 20.1 cm to 30.0 cm	298.00
12007	Simple repair of superficial wounds of scalp, neck, axillae, external genitalia, trunk, and/or extremities (including hands and feet); over 30.0 cm	331.00
12011	Simple repair of superficial wounds of face, ears, eyelids, nose, lips, and/or mucous membranes (including hands and feet); 2.5 cm or less	153.00
12013	Simple repair of superficial wounds of face, ears, eyelids, nose, lips, and/or mucous membranes (including hands and feet); 2.6 cm to 5.0 cm	171.00
12014	Simple repair of superficial wounds of face, ears, eyelids, nose, lips, and/or mucous membranes (including hands and feet); 5.1 cm to 7.5 cm	200.00
12015	Simple repair of superficial wounds of face, ears, eyelids, nose, lips, and/or mucous membranes (including hands and feet); 7.6 cm to 12.5 cm	250.00
12016	Simple repair of superficial wounds of face, ears, eyelids, nose, lips, and/or mucous membranes (including hands and feet); 12.6 cm to 20.0 cm	304.00
12017	Simple repair of superficial wounds of face, ears, eyelids, nose, lips, and/or mucous membranes (including hands and feet); 20.1 cm to 30.0 cm	394.00
12018	Simple repair of superficial wounds of face, ears, eyelids, nose, lips, and/or mucous membranes (including hands and feet); over 30.0 cm	476.00
12020	Treatment of superficial wound dehiscence; simple closure	202.00
12021	Treatment of superficial wound dehiscence; with packing	148.00
11981	Nexplanon insertion	65.00
11982	Nexplanon removal	80.00

11983	Nexplanon removal with reinsertion	145.00
17110	Destruction (eg, laser surgery, electrosurgery, cryosurger, chemosurgery, surgical curettement), of benign lesions other than skin tags or cutaneous vascular proliferative lesions; up to 14 lesions	79.00
54050	Destroy Penis Lesion(s) - Simple Chemical	228.00
54065	Destruction Penis Lesion(s) - Extensive Cryosurgery	387.00
56501	TCA Vulva	229.00
56515	Destroy Vulva Lesion(s) - Complex	394.00
57170	Diaphragm fitting with instructions	91.00
57452	Colposcopy of the cervix including upper/adjacent vagina	191.00
57454	Colposcopy of the cervix including upper/adjacent vagina w/biopsy of cervix or endocervical curettage	269.00
57455	Colposcopy of cervix including upper/adjacent vagina w/biopsy of cervix	253.00
57456	Colposcopy of the cervix including upper/adjacent vagina w/endocervical curettage	239.00
58100	Endometrial sampling (biopsy) with or without endocervical sampling (biopsy), without cervical dilation, any method (separate procedure)	109.00
58300	Insert intrauterine device	132.00
58301	Removal of IUD	169.00
59025	Fetal Non-Stress Test	62.00
59425	Prenatal visits: 4 to 6 visits	1,000.00
59426	Prenatal visits: 7 or more visits	1,300.00
59430	After Delivery Care	121.00
69210	Remove impacted ear wax	86.00
86580	TB Test	6.00
86580P	TB Test - Patient Pay	6.00
G0008	Administration Fee - Flu Shot (Medicare)	14.00
G0009	Administration Fee - Pneumonia Shot (Medicare)	14.00
G0010	Administration Fee - Hep B (Medicare)	14.00
Q2038	Influenza vaccine quadrivalent 6-36 months	16.00
Q2037	Flu Virus Vaccine (Fluvirin) Medicare	16.00
Q2038	Flu Virus Vaccine (Fluzone) Medicare	16.00
Q2039	Flu Virus Vaccine (Unspecified) Medicare	18.00
90471	Vaccine Administration Fee	14.00
90472	Vaccine Administration Fee-Each Additional	14.00
90473	Immunization administration by intranasal or oral route; one vaccine (single or combination vaccine/toxoid)	20.00
90474	Each additional intranasal or oral route vaccine (single or combination vaccine/toxoid)	20.00
90620	Meningococcal B (recombinant protein serogroup B, 2 dose)	188.00
90621	Meningococcal B (recombinant lipoprotein serogroup B 3 dose)	160.00
90632	Hep A - Adult	51.00
90633	Hep A - Pediatric	35.00
90636	Twinrix Vaccine	116.00
90645	Hib - child - HbOC 4 dose schedule	31.00
90646	Hib - Adult - booster only	31.00
90647	Hib - PRP_OMP 3 dose schedule	31.00
90648	Hib - child - PRP-T 4 dose schedule	59.00
90649	Gardasil (HPV)	190.00
90650	HPV bivalent 2vHPV (Cervarix)	137.00
90651	HPV 9 3 dose	249.00
90657	Flu Shot (6-35 months)	11.00
90658	Flu Shot (3 yrs & >)	11.00
90660	Flumist - State Supplied	
90662	Fluzone High Dose (65 & >)	59.00
90670	Prevnar	220.00

90672	Quadrivalent Flu Mist	40.00
90675	Rabies Vaccine - Exposure	352.00
90676	Rabies Vaccine - Preventive	352.00
90680	Rotateg	92.00
90681	Rotarix	115.00
90685	Influenza virus vaccine,quadrivalent, split virus, preservative free, when administered to children 6-35 months of age, for intramuscular use	24.00
90686	Influenza virus vaccine,quadrivalent, split virus, preservative free, when administered to individuals 3 years of age and older, for intramuscular use	23.00
90687	Influenza virus vaccine,quadrivalent, split virus, when administered to children 6-35 months of age, for intramuscular use	22.00
90688	Influenza virus vaccine,quadrivalent, split virus, when administered to individuals 3 years of age and older, for intramuscular use	22.00
90691	Typhoid Vaccine	116.00
90696	Kinrix - (DTaP-IPV)	59.00
90698	Pentacil - (DTaP-IPV/Hib)	130.00
90700	DTAP	35.00
90702	DT - Diphtheria Tetanus	58.00
90707	MMR	89.00
90710	MMRV (Proquad)	246.00
90713	IPV	40.00
90714	Td	39.00
90715	Tdap	43.00
90716	Varicella Vaccine	147.00
90717	Yellow Fever Vaccine	125.00
90723	Pediarix - (DTaP- HepB-IPV)	79.00
90732	Pneumonia Vaccine	118.00
90733	Meningococcal	118.00
90734	Menactra	139.00
90736	Zostavax (Shingles Vaccine)	230.00
90738	Japanese Encephalitis Vaccine	296.00
90744	Hep B - Pediatric	37.00
90746	Hep B - Adult	65.00
90750	Shingrix	167.00
92552	Hearing Test	39.00
92567	Tympanometry	18.00
92587	Evoked otoacoustic emissions; limited (single stimulus level, either transient)	63.00
93000	EKG with Interpretation and Report	40.00
93010	EKG additional testing	30.00
96110	Developmental Screening	13.00
96127	Brief Emotional/Behavioral Assessment	7.00
96150	Health & Behavior Assessment, per 15 min, Initial	21.00
96151	Health & Behavior Assessment, per 15 min, re-assessment	20.00
96160	Administration of Patient-Focused Health Risk Assessment	6.00
96372	Therapeutic Injection	20.00
97151	Behavior identification assessment, administered by a physician or other qualified health care professional, each 15 minutes of the physician's or other qualified health care professional's time face-to-face with patient and/or guardian(s)/caregiver(s) administering assessments and discussing findings and recommendations, and non-face-to-face analyzing past data, scoring/interpreting the assessment, and preparing the report/treatment plan	100.00
97802	Medical nutrition therapy; initial assessment and intervention, individual,	45.00
97803	Medical nutrition therapy; re-assessment and intervention, individual,	22.00
98967	Telephone Education, 15 min/unit	0.00
98960	Individual Education, face to face	0.00

98961	Group Education, face to face	0.00
99080	Special reports such as insurance forms & complete physical forms	15.00
99172	Visual Acuity Screening Test - Color	5.00
99173	Visual Acuity Screening Test	5.00
99201	Office Visit (OV) new patient (pt) minor-phys time approx. 10 minutes	83.00
99202	OV new pt, moderate-phys time approx 20 minutes	124.00
99203	OV new pt, moderate-phys time approx 30 minutes	180.00
99204	OV new pt, complex-phys time approx 45 minutes	280.00
99205	OV new pt, severe-phys time approx 60 minutes	326.00
99211	OV established (estab) pt, minimal w/wo phys, time approx 5 min (inc limited specialty PE)	43.00
99212	OV estab. pt, minor-phys time approx 10 min. (inc. Employment PE)	72.00
99213	OV estab. pt, moderate. phys time approx 15 min. (inc. DOT PE)	121.00
99214	OV estab. pt, severe. phys time approx 25 min.	209.00
99215	OV estab. pt, severe. phys time approx 40 min.	262.00
99381	New Patient (NP) physical exam: < 1 year	211.00
99382	NP physical exam: 1 to 4 Years	227.00
99383	NP physical exam: 5 to 11 years	226.00
99384	NP physical exam: 12 to 17 years	249.00
99385	NP physical exam: 18 to 39 years	242.00
99386	NP physical exam: 40 to 64 years	287.00
99387	NP physical exam: 65 years and over	310.00
G0438	Initial Visit Medicare Only Once in a lifetime	310.00
99391	Established Patient (EP) physical exam: < 1 year	200.00
99392	EP physical exam: 1 to 4 years	200.00
99393	EP physical exam: 5 through 11 years	200.00
99394	EP physical exam: 12 to 17 years	216.00
99395	EP physical exam: 18 to 39 years	217.00
99396	EP physical exam: 40 to 64 years	242.00
99397	EP physical exam: 65 years and older	250.00
G0439	Medicare Subsequent Annual Wellness Visit	250.00
99406	Tobacco Education (3-10 min)	13.00
99407	Tobacco Education over 10 min	25.00
99408	Substance Abuse	31.00
99409	Substance Abuse over 30 min	63.00
99420	Additional Assessments	9.00
99451	Consultant - 5 minutes or more without patient being present	36.00
99452	Consultant Treating Provider 16-30 min communicating & preparing referral	36.00
99492	Initial psychiatric collaborative care management first 70 minutes	131.00
99493	Subsequent psychiatric collaborative care management 60 minutes	105.00
99494	Collaborative care management, each additional 30 mins in a month	55.00
99495	Transitional care management services/moderate	121.00
99496	Transitional care management services/high	209.00
99497	Advance care planning first 30 min	180.00
99498	Advance care planning additional 30 minutes	180.00
99499	Other Evaluation and Management Services (Replaced LU202)	25.00
99412	Preventive medicine, group counseling, appx 60 minutes	91.00
DENTAL		
D0120	Periodic oral evaluation	38.00
D0140	Limited oral evaluation - problem focused	66.00
D0145	Oral Evaluation, pt < 3yrs	48.00
D0150	Comprehensive oral evaluation - new or established patient	69.00
D0160	Detailed and extensive oral evaluation - problem focused, by report	100.00
D0170	Re-evaluation - limited, problem focused (established patient; not post-op)	44.00

D0210	Intraoral - complete series (including bitewings)	141.00
D0220	Intraoral -periapical first film	30.00
D0230	Intraoral - periapical each additional film	24.00
D0240	Intraoral - occlusal film	32.00
D0250	Extraoral - first film	42.00
D0260	Extraoral - each additional film	35.00
D0270	Bitewing - single film	22.00
D0272	Bitewings - 2 films	36.00
D0273	Bitewings - 3 films	50.00
D0274	Bitewings - 4 films	63.00
D0330	Panoramic film	116.00
D1110	Prophylaxis - adult	81.00
D1120	Prophylaxis - child	56.00
D1201	Topical Fluoride w/ Prophylaxis	82.00
D1205	Topical Fluoride w/ Prophylaxis	82.00
D1206	Topical fluoride varnish; therapeutic application for moderate to high caries risk patients	51.00
D1208	Topical application of fluoride (prophylaxis not included)	35.00
D1351	Sealant - per tooth	44.00
D1510	Space maintainer - fixed - unilateral	283.00
D1515	Space maintainer - fixed - bilateral	395.00
D1555	Remove Fix Space Maintainer	51.00
D2140	Amalgam - 1 surface, primary or permanent	95.00
D2150	Amalgam - 2 surfaces, primary or permanent	123.00
D2160	Amalgam - 3 surfaces, primary or permanent	149.00
D2161	Amalgam - 4 or more surfaces, primary or permanent	181.00
D2330	Resin-based composite - 1 surface, anterior	118.00
D2331	Resin-based composite - 2 surfaces, anterior	150.00
D2332	Resin-based composite - 3 surfaces, anterior	184.00
D2335	Resin-based composite - 4 or more surfaces or involving incisal angle (anterior)	217.00
D2336	Resin based composite - 1 surface pstr perm	138.00
D2391	Resin-based composite - 1 surface, posterior	138.00
D2392	Resin-based composite - 2 surfaces, posterior	180.00
D2393	Resin-based composite - 3 surfaces, posterior	223.00
D2394	Resin-based composite - 4 or more surfaces, posterior	275.00
D2751	Crown, non- precious metal (porcelain)	1,000.00
D2910	Recement inlay/onlay or part	25.00
D2920	Recement Crown	28.00
D2930	Prefabricated stainless steel crown - primary tooth	223.00
D2940	Sedative filling	85.00
D2950	Core buildup, including any pins	194.00
D2951	Pin retention - per tooth, in addition to restoration	48.00
D3220	Therapeutic pulpotomy (excluding final restoration)	138.00
D3310	Root canal therapy - anterior (excluding final restoration)	572.00
D3320	Root canal therapy - bicuspid (excluding final restoration)	700.00
D3330	Root canal therapy - molar (excluding final restoration)	869.00
D4211	Gingivectomy or gingivoplasty 1 to 3 contiguous teeth/quadrant	182.00
D4341	Periodontal scaling and root planing 4 or more contiguous teeth	198.00
D4342	Periodontal scaling and root planing 1 to 3 teeth/quadrant	188.00
D4355	Full mouth debridement to enable comprehensive evaluation and diagnosis	146.00
D4910	Periodontal Maintenance	98.00
D5110	Complete Denture - Maxillary	1138.00
D5120	Complete Denture - Mandibular	1138.00
D5130	Immediate Denture - Maxillary	1234.00
D5140	Immediate Denture - Mandibular	1234.00

D5211	Maxillary Partial Denture - Resin Base	844.00
D5212	Mandibular Partial Denture - Resin Base	844.00
D5213	Maxillary partial denture - cast metal framework resin base	1230.00
D5214	Mandibular Partial Denture - cast metal framework resin base	1230.00
D5410	Adjust Complete Denture Maxillary	62.00
D5411	Adjust Complete Denture Mandbular	62.00
D5421	Adjust Partial Denture Maxillary	62.00
D5422	Adjust Partial Denture Mandibular	62.00
D5510	Repair Broken Complete Denture	150.00
D5520	Replace Missing or Broken Tooth	128.00
D5610	Repair Resin Denture Base	150.00
D5640	Replace Broken Teeth	128.00
D5650	Add tooth to existing partial denture	156.00
D5660	Add clasp to existing partial denture	234.00
D5730	Reline Complete Maxillary Denture	264.00
D5731	Reline Complete Mandibular Denture	264.00
D5740	Reline Maxillary Partial Denture	258.00
D5741	Reline Mandibular Partial Denture	258.00
D6930	Recement bridge	88.00
D7111	Extraction, coronal remnants - deciduous tooth	92.00
D7140	Extraction, erupted tooth or exposed root	123.00
D7210	Surgical removal of erupted tooth	217.00
D7220	Removal of impacted tooth - soft tissue	271.00
D7230	Removal of impacted tooth - partially bony	354.00
D7240	Removal of impacted tooth - completely bony	424.00
D7250	Surgical removal of residual tooth roots (cutting procedure)	234.00
D7310	Alveoplasty in conjunction with extractions - 4 or more tooth spaces, per quadrant	223.00
D7311	Alveoplasty in conjunction with extractions 1 to 3 tooth spaces	190.00
D7320	Alveoplasty not in conjunction with extractions - 4 or more tooth spaces, per quadrant	364.00
D7321	Alveoplasty not in conjunction with extractions - 1 to 3 tooth spaces, per quadrant	308.00
D7410	Excision of benign lesion up to 1.25 cm	177.56
D7510	Incision and drainage of abscess - intraoral soft tissue	241.00
D7530	Removal of foreign body from mucosa, skin, or subcutaneous tissue	250.00
D9110	Palliative (emergency) treatment of dental pain - minor procedure	97.00
D9940	Occlusal Bite Guard	400.00
LU401	MI Paste	12.25
	OTHER SERVICES	
99499	Lice Treatment	
S9982	Copy of Medical Records (per sheet charge not to exceed \$15.00)	0.25
99402	HIV Post-Test Results	
T1001	TB Screening Form	10.00
86580	PPD given, high risk (State Supplied)	0.00
3510F	PPD, positive result, contact	
3510F	PPD, negative result, contact	
3510F	PPD, positive result, low risk	
3510F	PPD, negative result, low risk	
LU121	TB Directly Observed Therapy (DOT)	
LU122	TB Directly Observed Preventive Terapy (DOPT)	
LU123	PPD, not read, contact	
LU124	PPD, not read, low risk	
3510F	PPD, positive result, high risk	

3510F	PPD, negative result, high risk	
3510F	PPD, not read, high risk	
LU265	Treatment of LTBI initiated, high risk	
LU266	Treatment of LTBI, initiated, low risk	
LU267	Treatment of LTBI, initiated, contact	
LU268	Treatment of LTBI completed, high risk	
LU269	Treatment of LTBI completed, low risk	
LU270	Treatment of LTBI completed, contact	
LU271	Treatment of LTBI incomplete	
LU272	Treatment of LTBI incomplete, low risk	
LU273	Treatment of LTBI incomplete, contact	
LU274	PPD given, contact	
S9981	Miscellaneous Services (ex. Medical records payment from Disability Determination, shipping charges)	15.00
LU402	Medicaid Co-Payment	3.00
G0431	Hair Drug Testing	100.00
H0049	Expanded Hair Drug Testing	110.00
S0280	Medical home program, comprehensive care coordination and planning, Initial Plan	50.00
S0281	Med home prog, comp care coord and planning, main. of plan (postpartum)	150.00
T1002	RN Services	20.00
TH EDUCATION SERVICES		
G0108	DSMT (Individual) 1/2 Hour Units	54.00
G0109	DSMT (Group) 1/2 Hour Units	19.00
G0447	Face To Face Behavioral Counseling for Obesity, Individual, 15 min un	25.00
G0473	face To Face Behavioral Counseling for Obesity, Group, 30 min un	25.00
O430T	Diabetes Prevention Program	60.00
97802	MNT Individual/Initial (15 Min Units)	28.00
97803	MNT Re-Check/Individual (15 Min Units)	24.00
S9465	Diabetic management program, dietician visit (BCBS)	35.00
S9470	Nutritional counseling, dietician visit (BCBS)	35.00
	Baby Think It Over 4 Classes	350.00
	Body Fat Monitor & Calipers	10.00
	Body Fat Testing by Calipers	7.00
	Body Fat Testing by Monitor	5.00
	BTIO Keys	6.00
	Challenge Course	10.00
	CPR Breathing Barriers	6.00
	Adult 1st Aid / CPR / AED	90.00
	CPR w/AED (Adult & Child) - ELIMINATED	0.00
	Adult CPR/AED	70.00
	Adult & Pediatric CPR/AED	90.00
	Pediatric CPR/AED	70.00
	CPR w/AED (Child) + Infant CPR + FAB - ELIMINATED	0.00
	CPR w/AED (Adult & Child) + FAB - ELIMINATED	0.00
	Adult & Pediatric 1st Aid/CPR/AED	110.00
	First Aid-Basic	70.00
	Healthy Heart Screening	35.50
S9445	Individual Health Education	20.00
	Life Worksite Wellness (A)	40.00
	Life Worksite Wellness (B)	37.50
	Life Worksite Wellness (C)	35.00
	Life Worksite Wellness (D)	32.50
	Life Worksite Wellness (E)	30.00

	Locking Clips	1.00
	Face Shield	2.00
LABORATORY	*Fees listed in this section are the most commonly ordered lab services at Macon County Public Health. A full listing can be referenced by accessing the "LabCorp Cost Schedule" document. A \$20 fee will be added to all lab services listed on the LabCorp document.	
36415	ROUTINE VENIPUNCTURE	9.00
36416	CAPILLARY BLOOD DRAW	4.00
80048	BMP- METABOLIC PANEL TOTAL CA	27.00
80050	GENERAL HEALTH PANEL	74.00
80051	ELECTROLYTE PANEL	29.00
80053	CMP - COMPREHEN METABOLIC PANEL	24.00
80055	PRENATAL - OBSTETRIC PANEL	57.00
80061	LIPID PANEL	30.00
80069	RENAL FUNCTION PANEL	29.00
80074	HEPATITIS PANEL- ACUTE (A,B,C)	46.00
80076	HEPATIC FUNCTION PANEL	27.00
G0431	DRUG SCREEN, QUALITATE/MULTI w/ confirmation (Replaces 80100)	50.00
80335	AMITRIPTYLINE (Replaces 80152)	43.00
80156	CARBAMAZEPINE, TOTAL- TEGRETOL	32.00
80157	TEGRETOL, FREE	70.00
80158	CYCLOSPORINE - BLOOD	43.00
80162	DIGOXIN	31.00
80164	VALPROIC ACID (DIPROPYLACETIC ACID)	30.00
80177	LEVETIRACETAM	38.00
80178	LITHIUM	31.00
80184	PHENOBARBITAL	39.00
80185	DILANTIN - PHENYTOIN, TOTAL	32.00
80188	PRIMIDONE- MYSOLINE (W/PHENOB)	41.00
80195	SIROLIMUS(RAPAMUNE) BLOOD	49.00
80197	TACROLIMUS	82.00
80198	THEOPHYLLINE	38.00
80299	QUANTITATIVE ASSAY DRUG	137.00
80300	DRUG SCREEN, QUALITATE/MULTI w/ confirmation (Replaces 80100)	50.00
80301	DRUG SCREEN MULTICHANNEL PER DATE OF SERVICE (Replaces 80100)	50.00
80302	DRUG SCREEN SINGLE DRUG EACH PROCEDURE (Replaces 80100)	50.00
80303	DRUG SCREEN THIN LAYER CHROMATOGRAPHY (Replaces 80100)	50.00
80304	DRUG SCREEN NOT OTHERWISE SPECIFIED (Replaces 80100)	50.00
80320	DRUG SCREEN - ALCOHOL (Replaces 80101)	73.00
80335	ANTIDEPRESSANTS, TRICYCLIC AND OTHER CYCLICALS 1 OR 2	40.00
80336	ANTIDEPRESSANTS, TRICYCLIC AND OTHER CYCLICALS 3-5	40.00
80337	ANTIDEPRESSANTS, TRICYCLIC AND OTHER CYCLICALS; 6 OR MORE	40.00
81001	URINALYSIS, AUTO W/SCOPE"	22.00
81002	URINALYSIS NONAUTO W/O SCOPE (P&G)	16.00
81003	URINALYSIS, AUTO, W/O SCOPE"	17.00
81025	URINE PREGNANCY TEST	19.00
81220	CYSTIC FIBROSIS GENE ANALYSIS (CFTR)	130.00
81240	Prothrombin, coagulation factor II) (eg, hereditary hypercoagulability) gene analysis	110.00
81374	HLA Class I typing, low resolution (eg, antigen equivalents); one antigen equivalent (eg, B*27), each for Inflammatory Diseases, Cirrhosis , arthritis and inflammatory bowel response	42.00
82024	ACTH	50.00
82040	ALBUMIN	29.00

82043	MICROALBUMIN / CREAT RATION - RANDOM URINE	34.00
82055	ALCOHOL - BLOOD (ETHANOL)	40.00
82075	ALCOHOL- BREATH ETHANOL	50.00
82085	ALDOLASE	28.00
82088	ALDOSTERONE	45.00
82103	ALPHA-1-ANTITRYPSIN, TOTAL"	32.00
82104	ALPHA-1-ANTITRYPSIN, PHENOTYPE	45.00
82105	ALPHA-FETOPROTEIN, SERUM"	30.00
82131	AMINO ACIDS, SINGLE QUANT"	45.00
82140	AMMONIA	38.00
82150	AMYLASE	30.00
82157	ANDROSTENEDIONE	46.00
82164	ANGIOTENSIN I ENZYME TEST	31.00
82175	ARSENIC	60.00
82232	BETA-2 MICROGLOBULIN SERUM	41.00
82239	BILE ACIDS, TOTAL	37.00
82247	BILIRUBIN, TOTAL"	29.00
82270	FECAL OCCULT BLOOD	25.00
82248	BILIRUBIN, DIRECT"	29.00
82274	FECAL OCCULT BLOOD,IMMUNOASSAY	50.00
82306	VITAMIN D	40.00
82308	CALCITONIN, SERUM	40.00
82310	CALCIUM	29.00
82330	CALCIUM- ionized	30.00
82340	CALCIUM IN URINE	31.00
82374	CARBON DIOXIDE-BLOOD	36.00
82375	CARBON MONOXIDE-BLOOD	38.00
82378	CEA-CARCINOEMBRYONIC ANTIGEN	33.00
82380	CAROTENE, BETA	37.00
82384	THREE CATECHOLAMINES	54.00
82390	CERULOPLASMIN	32.00
82435	CHLORIDE-BLOOD	29.00
82436	CHLORIDE- URINE	29.00
82465	CHOLESTEROL-BLD/SERUM	29.00
82491	CHROMOTOGRAPHY, QUANT, SING"	125.00
82495	CHROMIUM	50.00
82542	LAMOTRIGINE (LAMICTAL) SERUM	58.00
82507	CITRATE - urine 24 hour	45.00
82523	COLLAGEN CROSSLINKS	125.00
82530	CORTISOL, FREE - URINE 24 HOUR	37.00
82533	CORTISOL- TOTAL	31.00
82550	CPK TOTAL	25.00
82552	CPK ISOENZYMES	34.00
82553	CPK, MB FRACTION"	114.00
82565	CREATININE	25.00
82570	CREATININE- URINE 24 HOUR/RANDOM	30.00
82575	CREATININE CLEARANCE TEST	31.00
82595	CRYOGLOBULIN- semiquant, REFLEX	29.00
82607	VITAMIN B-12	30.00
82627	DEHYDROEPIANDROSTERONE- DHEAS	37.00
82652	CALCITRIOL	38.00
82668	ERYTHROPOIETIN	32.00
82670	ESTRADIOL	47.00
82672	ESTROGEN	45.00

82677	ESTRIOL	41.00
82679	ESTRONE, SERUM	44.00
82705	FATS/LIPIDS, FECES, QUAL"	34.00
82710	FECAL FATS, QUANTITATIVE	41.00
82728	FERRITIN	26.00
82731	FETAL FIBRONECTIN	192.00
82746	FOLIC ACID SERUM	30.00
82784	GAMMAGLOBULIN IgA, IgD, IgG, IgM, each	30.00
82785	GAMMAGLOBULIN IgE	32.00
82941	GASTRIN, SERUM	35.00
82947	GLUCOSE, BLOOD QUANT"	18.00
82950	O'SULLIVAN GLUCOSE TEST	28.00
82951	GLUCOSE TOLERANCE TEST (GTT) 2HR	54.00
82952	GLUCOSE TOLERANCE TEST -ADDITIONAL specimen	11.00
82952	GTT-ADDED SAMPLES	11.00
82955	G6PD ENZYME- QUANT	35.00
82977	GGT	29.00
82985	GLYCATED PROTEIN	44.00
83001	FSH- GONADOTROPIN (FSH)	32.00
83002	LH - GONADOTROPIN (LH)	35.00
83010	HAPTOGLOBIN, QUANT"	34.00
83018	HEAVY METAL LEVEL	95.00
83020	SICKLE CELL TO STATE LAB	0.00
83021	HEMOGLOBIN CHROMOTOGRAPHY	86.00
83036	A1C Hgb - GLYCOSYLATED HEMOGLOBIN TEST	29.00
83090	HOMOCYSTEINE	57.00
83497	HIAA Hydroxyindolacetic acid, 5 Qualitative	\$10/un
83498	HYDROXY-PROGESTERONE, 17-d alpha	45.00
83516	IMMUNOASSAY NONANTIBODY	100.00
83520	IMMUNOASSAY RIA	100.00
83525	INSULIN	30.00
83527	INSULIN-FREE	33.00
83540	IRON	25.00
83550	IRON BINDING TEST	10.00
83615	LACTATE (LD) (LDH) ENZYME	29.00
83655	LEAD (adult)	29.00
83690	LIPASE	30.00
83695	LIPOPROTEIN(A)	36.00
83701	ELECTROPHORETIC SEP & QUANT WITH HR REFRACTION	45.00
83704	LIPOPROTEIN PARTICLES-QUANTITATION	75.00
83718	HDL- DIRECT LIPOPROTEIN	25.00
83721	LDL DIRECT - LIPOPROTEIN	29.00
83735	MAGNESIUM	25.00
83825	MERCURY	54.00
83835	METANEPHRINES- TOTAL - 24 HOUR URINE	49.00
83874	MYOGLOBIN- URINE OR SERUM QUANT	39.00
83880	BNP- T-TYPE NATRIURETIC PEPTIDE	68.00
83883	NEPHELOMETRY NOT SPEC	40.00
83891	MOLECULE ISOLATE NUCLEIC	35.00
83894	MOLECULE GEL ELECTROPHOR	26.00
83898	MOLECULE NUCLEIC AMPLI, EACH"	26.00
83900	MOLECULE NUCLEIC AMPLI 2 SEQ	30.00
83901	MOLECULE NUCLEIC AMPLI ADDON	26.00
83909	SEPARATION+ID BY HIGH RESOLUTION	15.00

83912	GENETIC EXAMINATION	26.00
83914	MUTATION ID OLA/SBCE/ASPE	26.00
83921	ORGANIC ACID, SINGLE, QUANT"	125.00
83930	OSMOLALITY- BLOOD	31.00
83935	OSMOLALITY- URINE	31.00
83945	OXALATE -24 HR URINE	36.00
83970	PTH- PARATHYROID HORMONE-INTACT	31.00
83986	BODY FLUID ACIDITY Nitrazine paper	9.00
84066	PROSTATE ACID PHOSPHATASE	32.00
84075	ALKALINE PHOSPHATASE	29.00
84100	PHOSPHORUS- INORGANIC -SERUM	24.00
84105	PHOSPHORUS- INORGANIC - URINE	29.00
84132	POTASSIUM- SERUM	29.00
84133	POTASSIUM- URINE	31.00
84134	PREALBUMIN	33.00
84144	PROGESTERONE	35.00
84146	PROLACTIN	33.00
84153	PSA, TOTAL	30.00
84154	PSA, FREE	33.00
84155	PROTEIN - TOTAL/REFLECT SERUM	24.00
84156	PROTEIN, URINE RANDOM or 24 hour	29.00
84165	PROTEIN ELEC-PHORESIS, SERUM QUANT	30.00
84166	PROTEIN ELEC-PHORESIS/URINE/CSF	34.00
84207	VIT B6 - PLASMA	49.00
84244	RENIN	40.00
84295	SODIUM- SERUM	29.00
84300	SODIUM- URINE 24 HOUR	29.00
84305	SOMATOMEDIN	40.00
84402	TESTOSTERONE- FREE	52.00
84403	TESTOSTERONE- TOTAL	32.00
84425	VITAMIN B-1 THIAMINE	42.00
84436	T4- TOTAL THYROXINE	23.00
84439	T4- FREE THYROXINE	27.00
84443	TSH- THYROID STIM HORMONE	24.00
84445	TSI-THYROID STIMULATING IMMUNG	77.00
84446	VIT E - SERUM	37.00
84450	AST (SGOT) TRANSFERASE	29.00
84460	ALT (SGPT) ALANINE AMINO	29.00
84466	TRANSFERRIN	33.00
84478	TRIGLYCERIDES	29.00
84479	T3 or T4 UPTAKE or THBR	28.00
84480	T3- TRIIODOTHYRONINE (T3)	32.00
84481	T3-FREE ASSAY (FT-3)	34.00
84482	T3- REVERSE	49.00
84484	TROPONIN, QUANT"	110.00
84520	BUN -UREA NITROGEN	29.00
84540	UREA NITROGEN -24 HR URINE	32.00
84550	URIC ACID- BLOOD	25.00
84560	URIC ACID- URINE	29.00
84585	VMA- URINE 24 HOUR	37.00
84590	VITAMIN A	40.00
84591	Vitamin B7 - Biotin	125.00
84597	VIT K - 1	200.00
84630	ZINC	30.00

84681	C-PEPTIDE	32.00
84702	HCG- QUANT SERUM	34.00
84703	HCG-QUAL SERUM	32.00
85002	BLEEDING TIME TEST	40.00
85004	WBC DIFFERENTIAL -AUTOMATED	27.00
85007	WBC DIFFERENTIAL- MANUAL bld smear	16.00
85014	HEMATOCRIT	18.00
85018	HEMOGLOBIN	18.00
85025	CBC W/AUTO DIFF WBC	26.00
85027	CBC COMPLETE (COMPONENT OF 80050)	24.00
85041	RBC COUNT AUTOMATED	31.00
85045	RETICULOCYTE COUNT AUTOMATED	29.00
85048	WBC-COUNT - BLOOD (LEUKOCYTE) AUTOMATED	29.00
85049	PLATELET COUNT AUTOMATED	29.00
85060	BLOOD SMEAR INTERPRETATION	30.00
85220	FACTOR V ACTIVITY	95.00
85240	FACTOR VIII ACTIVITY	95.00
85250	FACTOR IX ACTIVITY	95.00
85300	ANTITHROMBIN III TEST	51.00
85301	ANTITHROMBIN III ANTIGEN TEST	43.00
85302	PROTEIN C ANTIGEN	63.00
85303	PROTEIN C ACTIVITY	54.00
85305	PROTEIN S, TOTAL	61.00
85306	PROTEIN S FREE	61.00
85307	ACTIVATED PROTEIN C (ACP) RESISTANCE	55.00
85379	FIBRIN DEGRADATION, QUANT"	45.00
85384	FIBRINOGEN	30.00
85610	PT / INR PROTHROMBIN TIME	28.00
85613	RUSSELL VIPER VENOM, DILUTED"	54.00
85651	SED RATE, NONAUTOMATED"	29.00
85652	SEDRATE (ESR) AUTOMATED	29.00
85660	SICKLE CELL TEST-RBC REDUCTION-reflex fraction.	100.00
85670	THROMBIN TIME PLASMA	44.00
85705	THROMBOPLASTIN INHIBITION	75.00
85730	PTT- THROMBOPLASTIN TIME, PARTIAL"	28.00
85732	THROMBOPLASTIN TIME, SUBSTITUTION EA	75.00
86003	ALLERGEN SPECIFIC IgE QUANTITATIVE OR SEMIQUANTITATIVE (24 units)	126.00
86005	ALLERGEN SPECIFIC IgE; MULTIALLERGEN SCREEN	24.00
86038	ANA- ANTINUCLEAR ANTIBODIES-DIRECT	30.00
86060	ANTISTREPTOLYSIN O, TITER"	29.00
86140	C-REACTIVE PROTEIN	30.00
86146	BETA 2 GLYCOPROTEIN 1 ANTIBODIES, IGG, IGM - Replaces 86142	32.00
86141	C-REACTIVE PROTEIN, HS - CARDIAC	31.00
86147	CARDIOLIPIN ANTIBOD, each class	37.00
86160	COMPLEMENT, ANTIGEN"	33.00
86162	COMPLEMENT, TOTAL (CH50)"	31.00
86200	CCP-CYCLIC CITRUL... PEPTIDE AB	45.00
86215	DNASE (DEOXYRIBONUCLEASE) ANTIBODY	42.00
86225	DNA ANTIBODY- NATIVE OR DOUBLE STRAND	32.00
86226	DNA ANTIBODY, SINGLE STRAND"	45.00
86235	NUCLEAR ANTIGEN ANTIBODY-EXTRACTABLE	34.00
86255	FLUORESCENT ANTIBODY, SCREEN"	35.00
86256	FLUORESCENT ANTIBODY, TITER"	35.00
86300	CA IMMUNOASSAY TUMOR,	38.00

86300	CA 27.29 -IMMUNOASSAY TUMOR,	36.00
86301	CA 19-9- MMUNOASSAY TUMOR,	35.00
86304	CA 125- MUNOASSAY TUMOR,	33.00
86308	MONO- HETEROPHILE ANTIBODIES-QUALITATIVE	33.00
86334	IMMUNOFIX E-PHORESIS, SERUM"	27.00
86335	IMMUNFIX E-PHORSIS/URINE/CSF	51.00
86336	INHIBIN A	20.00
86340	INTRINSIC FACTOR ANTIBODY	36.00
86359	T CELLS; TOTAL COUNT	35.00
86360	CD4 / CD8, ABSOLUTE COUNT/RATIO"	73.00
86376	MICROSOMAL ANTIBODY	31.00
86382	RABIES TITER - NEUTRALIZATION TEST, VIRAL	70.00
86431	RA -RHEUMATOID FACTOR, QUANT"	30.00
86480	TB- INTERFERON GOLD TEST	69.00
86580	TB INTRADERMAL TEST	21.00
86592	RPR- BLOOD SEROLOGY, QUALITATIVE"	28.00
86593	RPR-TITER BLOOD SEROLOGY, QUANT	30.00
86611	BARTONELLA ANTIBODY CAT SCRATCH	50.00
86617	LYME DISEASE ANTIBODY-CONFIRMATORY WB	58.00
86618	LYME DISEASE IGM ANTIBODY	45.00
86632	CHLAMYDIA IGM ANTIBODY	40.00
86644	CMV ANTIBODY- IGG	31.00
86645	CMV ANTIBODY, IGM"	33.00
86663	EPSTEIN-BARR ANTIBODY-EA EARLY ANTIGEN	30.00
86664	EPSTEIN-BARR ANTIBODY-EBNA NUCLEAR AG	30.00
86665	EPSTEIN-BARR ANTIBODY-VIRAL CAPSID(VCA)	30.00
86677	HELICOBACTER PYLORI - IGG QUANT	39.00
86689	HTLV/HIV WB CONFIRMATORY	70.00
86694	HERPES SIMPLEX TEST- TYPE 1 & 2 IGM	39.00
86695	HERPES SIMPLEX TYPE 1 IGG	41.00
86696	HERPES SIMPLEX TYPE 2	44.00
86701	HIV-1	33.00
86703	HIV-1/HIV-2, SCREENING	32.00
86704	HEP B CORE ANTIBODY, TOTAL"	32.00
86705	HEP B CORE ANTIBODY, IGM"	31.00
86706	HEP B SURFACE ANTIBODY- QUALITATIVE	29.00
86707	HEP BE ANTIBODY	33.00
86708	HEP A ANTIBODY, TOTAL"	31.00
86709	HEP A ANTIBODY, IGM"	31.00
86735	MUMPS TITER - IGG ANTIBODY	32.00
86747	PARVOVIRUS ANTIBODY-B19 IGG-IGM	66.00
86757	RICKETTSIA AB-ROCKY MTN SPOTTED FEVER	48.00
86762	RUBELLA ANTIBODY TITER IGG	30.00
86765	RUBEOLA ANTIBODY TITER IGG	33.00
86777	TOXOPLASMA GONDII IGG ANTIBODY	34.00
86780	TP-PA SYPHILIS CONFIRM TEST	67.00
86787	VARICELLA-ZOSTER ANTIBODY TITER	34.00
86790	VIRUS ANTIBODY NOS	144.00
86800	THYROGLOBULIN ANTIBODY	34.00
86803	HEPATITIS C AB TEST	31.00
86803	Test Code 550362 - HEP C Reflex	135.00
86804	HEP C AB TEST, CONFIRM"	155.00
86850	ANTIBODY SCREEN- RBC	30.00
86870	ANTIBODY IDENTIFICATION- RBC	42.00

86880	COOMBS TEST, DIRECT"	36.00
86900	BLOOD TYPING, ABO"	30.00
86901	BLOOD TYPING, RH (D)"	38.00
87045	STOOL (FECES) CULTURE to State Lab	0.00
87070	CULTURE, BACTERIA, OTHER WITH PRESUMPTIVE ID	25.00
87071	CULTURE, BACTERIA, OTHER	25.00
87075	CULTURE ANAEROBIC BACTERIA, EXCEPT BLOOD"	88.00
87077	CULTURE AEROBIC ORGANISM IDENTIFICATION	25.00
87081	CULTURE SCREEN ONLY	60.00
87086	URINE CULTURE/COLONY COUNT	26.00
87088	URINE BACTERIA CULTURE	22.00
87149	CULTURE IDENTIFICATION BY NEUCLEIC ACID	25.00
87168	MACROSCOPIC EXAM ARTHROPOD (nits-lice)	17.00
87172	PINWORM EXAM	15.00
87177	OVA AND PARASITES SMEARS-concentration	30.00
87186	SUSCEPTIBLE - MICROBE , MIC"	39.00
87205	GRAM STAIN- SMEAR,	18.00
87207	SMEAR, SPECIAL STAIN"	119.00
87209	SMEAR, COMPLEX STAIN- richrome, iron etc	30.00
87210	WET MOUNT, SALINE/INK"	15.00
87230	C.DIFFICILE B TOXIN - (QUAL)	40.00
87324	CLOSTRIDIUM difficile toxin A and B, EIA	40.00
87338	HELICOBACTER PYLORI, STOOL ANITGEN, EIA	63.00
87340	HEPATITIS B SURFACE AG, EIA"	29.00
87350	HEPATITIS BE AG, EIA"	32.00
87389	Infectious agent antigen detection by immunoassay technique, (eg, enzyme immunoassay [EIA], enzyme-linked immunosorbent assay [ELISA], immunochemiluminometric assay [IMCA]) qualitative or semiquantitative, multiple-step method; HIV-1 antigen(s), with HIV-1 and HIV-2 antibodies, single result	26.00
87390	HIV-1 AG, EIA - STATE LAB	0.00
87425	ROTAVIRUS AG, EIA"	38.00
87490	CHLAMYDIA TRACH BY DNA PROBE	33.00
87491	CHLAMYDIA TRACH, DNA, TO State Lab	0.00
87491	CHLAMYDIA TRACH, DNA, LabCorp swab or ua	30.00
87496	CYTOMEGALOVIRUS AMPLIFIED PROBE TECHNIQUE	144.00
87517	HEPATITIS B, DNA, QUANT - PCR	262.00
87521	HEPATITIS C, RNA, AMP PROBE - QUAL	115.00
87522	HEPATITIS C, RNA, QUANTISURE (IU)	115.00
87590	N.GONORRHOEAE, DNA, DIR PROB"	33.00
87591	N.GONORRHOEAE, DNA, AMP PROB	30.00
87623	HPV, DNA, AMP PROBE" (Replaces 87621)	40.00
87624	PAP/HPV HIGH-RISK Test dependant	\$33,\$80,\$54
87625	Infectious agent detection by nucleic acid (DNA or RNA); Human Papillomavirus (HPV), types 16 and 18 only, includes type 45, if performed	100.00
87798	ZIKA	670.00
87799	Infectious agent detection by nucleic acid (DNA or RNA), not otherwise specified; quantification, each organism	320.00
87804	RAPID FLU (59 MODIFIER FOR BOTH A AND B ENTER CODE TWICE)	30.00
87807	RSV	45
87880	STREP A ASSAY W/OPTIC	48.00
87902	HEPATITIS C GENOTYPE, DNA, "	228.00
88141	CYTOPATHOLOGY, CERVICAL OR VAGINAL	20.00
88142	CYTOPATHOLOGY, CERVICAL OR VAGINAL THIN PREP	37.00

88175	90	PAP COLLECTION FEE	20.00
88305		Level IV Pathology Read	\$30/un
88342		Immunohistochemistry perspecimen, initial single antibody stain	\$110/un
Q0091		PAP COLLECTION FEE - Medicare	20.00
89055		WBC - STOOL	33.00
89321		SEMEN ANAL, SPERM DETECTION"-AMC	30.00
99000		HANDLING FEE	25.00
99070		MATERIALS AND SUPPLIES-each container	7.50
G0328		HEMOCCULTS X 3 (MEDICARE)	18.00
Q0114		FERN TEST	20.00
99000		Handling Fee/ COC DRUG COLLECTION FEE	25.00
99000		Handling Fee / COC PATERNITY COLLECTION	25.00
		ENVIRONMENTAL HEALTH	
		On-Site Waste Water (OSWW)	
		Improvement Permit (IP Only) 240-360 Gallons per day/2-3 Bedrooms	500.00
		Authorization to Construct (AC Only) 240-360 Gallons per day/2-3 Bedrooms	500.00
		Application fees for permitting a Pit Privy, Vault Privy, Incinerating Toilet or a Composting Toilet	250.00
		IP/AC 240-360 Gallons per day/2-3 Bedrooms	500.00
		Improvement Permit (IP Only) 480-600 Gallons/4-5 Bedrooms	1,000.00
		Authorization to Construct (AC Only) 480-600 Gallons per day/4-5 Bedrooms	1,000.00
		IP/AC 480-600 Gallons per day/4-5 Bedrooms	1,000.00
		Commercial Improvement Permit (IP) - also applies to residential over 6 bedrooms & systems with 2 or more homes	1.65 per gal
		Commercial Authorization to Construct (AC) also applies to residential over 6 bedrooms & systems with 2 or more homes	1.65 per gal
		Commercial IP/AC - also applies to residential over 6 bedrooms & systems with 2 or more homes	1.65 per gal
		RV Permit Only 0-120 Gallons per day	250.00
		Addition to System (Per Bedroom) -0-120 Gallons per day - IP/AC/RV	250.00
		Relocate Tank	225.00
		Consultative Visit	125.00
		Mobile Home Reconnect Site Visit	125.00
		Additions to Structure	125.00
		Return Visit Fee	125.00
		Residential Repair Permit	0.00
		Commercial Repair Permit	.42 per gal
		***Engineer Option Permit (EOP) fee is 30% of standard fee	30% standard fee
		Private Drinking Water Wells (PDWW)	
		Private Drinking Water Well (PDWW) Permit	375.00
		Consultative Visit	125.00
		Return Site Visit	125.00
		Abandonment of a Well (no charge if done in conjunction with a PDWW Permit)	0.00
		Renewal of Permit before Expiration (no changes in permit)	175.00
		Well Repair	0.00
		Water Test Fees/Sampling All fees include a \$5 charge for handling and processing of specimens (data entry, packaging, tracking, courier costs and explanation/interpretation of test results).	
		Full Panel Inorganic Chemistry and Microbiology	
		New Private Water Well	79.00

	Existing Private Water Well	79.00
	Microbiology	
	Inorganic Chemistry and Microbiology	20.00
	New Private Water Well	30.00
	Existing Private Water Well	31.00
	Inorganic Chemistry and Microbiology	50.00
	New Private Water Well	34.00
	Existing Private Water Well	35.00
	Inorganic Chemistry and Microbiology	45.00
	New Private Water Well	34.00
	Existing Private Water Well	30.00
	Inorganic Chemistry	
	Inorganic Panel - (Metals, Anions, Nitrate/ Nitrite)	73.00
	Inorganic Panel - (Metals, Anions)	68.00
	Inorganic Panel - (Coal Ash Testing)	73.00
	Hexavalent Chromium	57.00
	Metals Panel	64.00
	Individual Metals - (1-3 maximum from above + Uranium)	50.00
	Lead follow-up testing (up to 3 samples from same location)	70.00
	Anions - (Fluoride, Chloride, Sulfate)	34.00
	Disinfection By-Products - (Bromide, Bromate, Chlorite, Chlorate)	34.00
	Fluoride - Physician, Dentist request	34.00
	Nitrate/Nitrite	31.00
	Arsenic speciation	34.00
	Organic Chemistry	
	Pesticides	
	Chlorinated Pesticides	79.00
	Nitrogen-Phosphorus Pesticides	79.00
	EDB, DBCP and TCP	79.00
	Herbicides	
	Glyphosate	79.00
	Chlorinated Acid Herbicides	79.00
	Carbamates	79.00
	Synthetic Organic Chemicals (SOC) Scan	79.00
	Petroleum products	79.00
	Volatile Organic Chemicals (Sample collection must be performed by a Registered EH Specialist.	129.00
	FOOD AND LODGING	
	Food Service Establishment Plan Review - New/<24 seats	200.00
	Food Service Establishment Plan Review - Existing/<24 seats	150.00
	Food Service Establishment Plan Review - New/>25 seats	200.00
	Food Service Establishment Plan Review - Existing/>25seats	200.00
	Food Stand Plan Review	100.00
	Temporary Food Establishment Permit	75.00 per event
	Tattoo Parlor Plan Review - New	200.00
	Tattoo Parlor Plan Review - Existing	150.00
	Tattoo Parlor Plan Review - Owner/Operator (annually)	700.00
	Tattoo Parlor Permit - Each Additional Artist (annually)	500.00
	Pool Plan Review	200.00
	Pool Application Fee (annually)	100.00
	Additional Pool or Spa	50.00
	ANIMAL SERVICES	
	Microchipping for general public	15.00

	Adoption - Cat	65.00
	Adoption - Dog	65.00
	Adoption - Special (Animals spayed or neutered prior to entering shelter)	45.00
	Adoption Fee for Veterans (Dog or Cat)	35.00
	Reclaim Fee	25.00
	Citation - Option 1 (at officer's discretion)	25.00
	Citation - Option 2 (at officer's discretion)	50.00
	Pet Carrier	5.00
	Quarantine Fee (per day)	10.00
	Sponsor Fee	65.00
	Adoption - Special Event (Festival, Fair, Holiday approved event) - Cat	20.00
	Adoption - Special Event (Festival, Fair, Holiday approved event) - Dog	30.00
	Adoption - Overpopulation - Cat	10.00
	Adoption - Overpopulation - Dog	20.00
	Adoption - Sponsored Event - fee set by sponsor	Fee set by sponsor
	Boarding Fee (per day after notification)	10.00
	Leash	1.00/un

Macon County Public Health Billing Guide - Appendix III – MCPH's Fee Setting Methodology

The following formulas are used as MCPH's Fee Setting Methodology:

1. Clinic Fees:
 - a. Start with the cost of the item
 - b. Round up to the nearest dollar
 - c. Add \$10.00

2. Lab Fees:
 - a. Start with the cost of the test
 - b. Round up to the nearest dollar
 - c. Add \$20.00

3. Dental Fees:
 - a. Start with the rate Dentemax has set for the service
 - b. Round up to the nearest dollar
 - c. Add \$20.00
 - d. For any rate that is not on Dentemax's Fee List, multiply the Medicaid Rate by 2, then round up to the nearest dollar

4. Environmental Health Fees:
 - a. Environmental Health fees are determined by MCPH Governing Boards, the Board of Health and County Commissioners. Environmental Health fees from other counties are taken into consideration.

5. Animal Services Fees:
 - a. Animal Services fees are determined by MCPH Governing Boards, the Board of Health and County Commissioners. Animal Services fees from other counties are taken into consideration.
 - b. More information is available in Macon County's Animal Control Ordinance - <https://maconnc.org/images/Animal%20Control%20Ordinance10.13.15.pdf>.

**NORTH CAROLINA
MACON COUNTY**

LEASE AGREEMENT

This lease is made the 1st day of December, 2022 by and between MACON COUNTY, a body politic organized and existing under the laws of the State of North Carolina, hereinafter called the “**Lessor**,” and COMMUNITY CARE CLINIC OF FRANKLIN, INC., a North Carolina non-profit corporation with a principal office at 1830 Lakeside Drive, Franklin, North Carolina, hereinafter called the “**Lessee**.”

WITNESSETH:

1. That subject to the terms and conditions hereinafter set forth, the **Lessor** leases unto the Lessee, and the **Lessee** accepts as a tenant, a portion of that certain office and clinic space located within the Macon County Public Health Center’s Facility located at 1830 Lakeside Drive, Franklin, North Carolina. The portion of the premises which are leased hereunder to **Lessee** consists of the two cubicles and the storage closet in hallway across from waiting room D148 and the two room office suite off of waiting room B154 mutually agreed upon and presently and exclusively used by **Lessee** in the Macon County Public Health Center’s Facility located at 1830 Lakeside Drive, Franklin, North Carolina, together with the nonexclusive right to use in common with **Lessor** and its assigns, the presently used hallway access to shared clinic waiting room D148, shared waiting room B154, and parking for and access to the leased premises.
2. TERM. This lease shall commence December 1, 2022 and end on June 30, 2023.
3. PURPOSE. **Lessee** shall use the leased premises only to maintain an office in order to provide a reduced-cost primary care medical clinic which shall be open to low income persons for approximately 36 hours per week on a non-profit basis and in order to further the public health interests of low income person and the interest of Macon County in having reduced-cost primary care medical clinic available to low income persons in Macon County.
4. RENTAL. The rent consideration for this Lease Agreement shall be \$0.00 per month payable by the tenth of each month and **Lessee’s** express promise to at all times during the term of this Lease Agreement provide a reduced-cost primary care medical clinic

which shall be open to low income persons for approximately 36 hours per week on a non-profit basis and in order to further the public health interests of low income persons and the interest of Macon County in having reduced-cost primary care medical clinic available to low income persons in Macon county. The monthly rental shall include electric service, heat and water provided by the **Lessor**. **Lessee** shall provide any other utilities and specifically its telephone and garbage disposal.

5. MAINTENANCE AND ALTERATION. **Lessee** agrees to accept the premises in their present condition, to make all necessary repairs during the term of this lease and at termination to surrender the premises to the **Lessor** in as good condition as they, now are, except for ordinary wear and tear incident to the use of the premises. **Lessee** shall not alter the premises in any way without the express written consent of **Lessor**.
6. INDEMNIFICATION. **Lessee** shall indemnify **Lessor** and hold it harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury, or damage to property occurring in or about, or arising out of, the leased premises, or occasioned wholly or in part by and act or omission of **Lessee**, its agents, licensees, concessionaires, customers or employees. In the event **Lessor** shall be made a party to any litigation, commenced by or against **Lessee**, its agents, licensees, concessionaires, customers or employees, then **Lessee** shall protect and hold **Lessor** harmless and shall pay all costs, expenses and reasonable attorneys' fee incurred or paid by **Lessor** in connection with such litigation.
7. HAZARDOUS MATERIALS. With respect to any pollutants, contaminants, chemicals, or industrial, toxic or hazardous substance or material defined as such in, or for purposes of, all applicable environmental laws, rules, regulations and ordinances now or hereafter effect ("Environmental Laws"), including without limitation, any waste constituents coming with the definition or list of hazardous substances in 40 C.F.R. 261.1 through 261.33 ("Hazardous Material"), the **Lessee** represents, warrants and covenants that it will indemnify and hold **Lessor** harmless from and against any and all losses, liabilities, damages, injuries, interest, deficiencies, fines, penalties, costs, expenses, attorneys' fees, disbursements, and costs of investigation and clean-up, including without limitation, claims, suits, and proceedings by federal, state, or local government authorities with respect to , or as a direct or indirect result of (1) the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or releasing from, the property of any Hazardous Material, if such occurs during the term of the lease, (2) any other environmental pollution, including without limitation, any contaminant waste, irritant or pollutant, discharged into or otherwise contained in the environment at or adjacent to the property if such occurs during the term of the lease, (3) non-compliance relating to the **Lessee's** business or the property with any Environmental Law or any other federal, state or local statute, law, ordinance, rule,

regulation, order or decree, or (4) the inaccuracy, misrepresentation or violation or default of or under any matter set forth in this section unless any such loss, liability, damage, injury or the like is directly caused by negligent acts of the **Lessor**. In addition, the **Lessee** shall at all times keeps on file with Macon County Fire Marshall a list of any of the materials, substances, or chemicals described in this paragraph and stored or kept on the leased premises.

8. E-Verify. Each party hereto shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if any party hereto utilizes a subcontractor, such party shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

IN TESTIMONY WHEREOF, the parties have signed this lease in their respective corporate names by their appropriate corporate officers and affixed their corporate seals on the date first written above in duplicate originals, one of which is retained by each of the parties.

LESSOR:
Macon County

(OFFICIAL SEAL)

By: _____
Paul Higdon
Chairman, Board of Commissioners

ATTEST:

Derek Roland, Clerk to the Board

LESSEE:
Community Care Clinic of Franklin, Inc.

By: _____
Print Name: Tempe' Fussell, Chair

ATTEST:

Secretary

NORTH CAROLINA
MACON COUNTY

I, _____, a Notary Public, for _____ County, North Carolina, do hereby certify that _____ and _____ personally appeared before me this day and acknowledge that they are the _____ of the Community Care Clinic of Franklin, Inc. and the Secretary of the Community Care Clinic of Franklin, Inc., and that by authority duly given and as the act of the Community Care Clinic of Franklin, Inc., the foregoing instrument was signed by such _____ of the Community Care Clinic of Franklin, Inc., sealed with its corporate seal and attested by such Secretary of the Community Care Clinic of Franklin, Inc.

WITNESS my hand and official seal, this the _____ day of _____, _____.

Official Signature of Notary

Notary Public's printed or typed name

My Commission expires: _____

STATE OF NORTH CAROLINA
MACON COUNTY

I, _____, a Notary Public, for _____ County, North Carolina, do hereby certify that Paul Higdon and Derek Roland, personally appeared before me this day and acknowledge that they are the Chairman of the Macon Board of Commissioners and the Clerk to the Macon County Board of Commissioners for Macon County, North Carolina, and that by authority duly given and as the act of Macon County, North Carolina, the foregoing instrument was signed by such Chairman of the Macon County Board of Commissioners, sealed with its corporate seal and attested by such Clerk to the Macon County Board of Commissioners.

WITNESS my hand and official seal, this the _____ day of _____, _____.

Official Signature of Notary

Notary Public's printed or typed name

My Commission expires: _____

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – NEW BUSINESS

MEETING DATE: December 13, 2022

12(F). Solid Waste Director Chris Stahl will present a resolution to exempt engineering services for groundwater monitoring and reporting for the Solid Waste Department from the provisions of Article 3D of Chapter 143 of the North Carolina General Statutes. Per Mr. Stahl, Bunnell-Lammons Engineering (BLE) was previously approved for consulting services related to the semi-annual groundwater monitoring program at all of the Macon County landfills. The county previously used REI Consultants for these services, but that company was acquired by Pace Labs in 2018. Pace Labs provides sample collection and analytical services, but not evaluation and reporting services. While our primary contact with REI Consultants remained with Pace, he intended to continue to provide these services, but was unable to do so. As BLE has been bringing our groundwater reporting into compliance, they also discovered that it is time to update the status of our Corrective Action Plan due to exceedances of certain Volatile Organic Compounds (VOCs) present in compliance wells down gradient of Phase I, Cell I. The original Corrective Action Plan was approved by NCDEQ in 2010 and implemented in 2012. An updated report of the status of corrective actions taken was submitted in 2017, and is once again due in 2022. Additional information on this project is available upon request.

Mr. Stahl is requesting that the board adopt the attached resolution and authorize Mr. Roland to execute the attached contract with BLE to produce and submit a Corrective Action Evaluation Report to NCDEQ on behalf of Macon County.

12(G). Mr. Stahl will also present a resolution to exempt engineering services associated with the proposed turn lane required by NCDOT for the future Carson Convenience Center from the provisions of Article 3D of

Chapter 143 of the NCGS. Per Mr. Stahl, the Solid Waste Department has finally come to an agreement with NCDOT regarding ingress/egress requirements at the future Carson Convenience Center (Old Cartoogechaye School) site, and he has asked McGill Associates to provide a scope of services and contract for the permitting and construction of the required turn lane on eastbound Highway 64 into the site. Mr. Stahl is requesting that the board adopt the attached resolution exempting the provisions of Article 3D of Chapter 143 of the North Carolina General Statutes and to authorize Mr. Roland to execute the attached contract with McGill Associates so that we may complete this phase of the center relocation project.

12(H). Mr. Stahl will also present the results and recommendation regarding the Request for Qualifications for Engineering Services for the Solid Waste Department. The Macon County Solid Waste Department has issued a Request for Qualifications from engineering firms for services at the Macon County MSW Landfill. The purpose of this request is in regard to the remaining capacity (or lack thereof) at the landfill. The board has been briefed previously on the drastic increase in the disposal rate since the beginning of the Covid-19 pandemic and subsequent housing boom in Macon County. Per regulation, the Macon County landfill has to provide an annual update on the remaining landfill capacity each year to NCDEQ. In 2021, the survey and evaluation determined five (5) years of remaining capacity in Phase III, Cell I. However, the capacity analysis conducted in May of 2022 determined a remaining capacity of just over two (2) years. There are several factors that contributed to the consumption of airspace; none of which are a result of operational deficiencies of landfill staff; and Mr. Stahl will be happy to discuss those with the board at your pleasure. However, the impact of the current capacity status is such that the department does not have time to develop the next Cell in Phase III before capacity is exceeded. In seeking options for Macon County to provide uninterrupted landfill services to our residents, Mr. Stahl spoke with Allen Gaither, a Regional Engineer with NCDEQ SWS, regarding the feasibility of retracting the notice of closure letter submitted for Phases I & II of the Macon County MSW Landfill. As a result, a RFQ was developed for engineering services to assist Macon County in obtaining a major modification to our landfill permit, which includes re-opening of Phase II, and applying for a vertical expansion based on 3:1 outer slopes rather than the existing 4:1 outer slopes. Additionally, a vertical expansion will be requested in Phase III, Cell I. This expansion will basically allow the department to overfill the slopes in the cell that will eventually be tied to

future landfill cells, essentially borrowing space that would eventually be filled after additional cell development. It is estimated that these actions; once permitted; will increase the existing capacity life from two (2) years to approximately six (6) years. This not only grants us needed time for additional cell development, but also allows us to repay the current landfill debt service in full before there is any need to borrow funds for cell construction. Finally, and if we can complete this process quickly enough, we may be able to re-enter closure of Phases I & II and the same time we contract for construction of Phase III, Cell II. This could potentially save several hundred thousand dollars by transferring soil excavated from cell construction directly to the closed phases for cap construction. It is anticipated that these services will cost approximately \$100,000.00 - \$150,000.00, which is about five to eight percent of the cost of constructing four years of airspace in the landfill. Therefore, Mr. Stahl is requesting that the board approve the recommendation of the Review Committee and authorize him and Mr. Roland to negotiate and execute a contract with the recommended consulting firm to begin the permitting process as soon as possible; and, with the understanding that Finance Director Lori Carpenter will pre-audit the contract verifying sufficient funds are available for the project.

**RESOLUTION EXEMPTING ENGINEERING SERVICES FOR GROUNDWATER
MONITORING AND REPORTING FOR THE SOLID WASTE
DEPARTMENT, MACON COUNTY, NORTH CAROLINA, FROM THE PROVISIONS
OF ARTICLE 3D OF CHAPTER 143 OF THE NORTH CAROLINA GENERAL
STATUTES**

WHEREAS, Article 3D of Chapter 143 of the North Carolina General Statutes establishes a general public policy regarding procurement of engineering services; and

WHEREAS, North Carolina General Statutes Section 143-64.32 provides:

"Units of local government or the North Carolina Department of Transportation may in writing exempt particular projects from the provisions of this Article in the case of proposed projects where an estimated professional fee is in an amount less than fifty thousand dollars (\$50,000)"; and

WHEREAS, Macon County is now in need of engineering services for the groundwater monitoring program in Macon County, North Carolina; and

WHEREAS, the estimated professional engineering fee for these services in Macon County, North Carolina is in an amount less than fifty thousand (\$50,000) dollars.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF MACON that the proposed engineering services for the Solid Waste Department Convenience Center site development is hereby exempted in writing from the provisions of Article 3D of Chapter 143 of North Carolina General Statutes pursuant to the provisions of N.C. Gen. Stat. §143-64.32.

Adopted this 13th day of December, 2022.

Paul Higdon, Chairman
Macon County Board of Commissioners

ATTEST:

Clerk to the Board

(COUNTY SEAL)



**BUNNELL
LAMMONS
ENGINEERING**

October 31, 2022

Macon County Solid Waste Management Department
109 Sierra Drive
Franklin, NC 28734

Attention: Mr. M. Chris Stahl
Director

Subject: **Contract for a Corrective Action Evaluation Report (CAER)**
Macon County Landfill
Permit #5703-MSWLF-1992
Franklin, North Carolina
BLE Contract No. J22-1101-29

Dear Mr. Stahl:

Bunnell-Lammons Engineering, Inc. (BLE) is pleased to submit this contract to Macon County to provide consulting services associated with the Macon County MSW Landfill. This contract addresses the requirement for corrective action evaluation reporting as set forth by the North Carolina Department of Environmental Quality (NCDEQ), Division of Waste Management (DWM), Solid Waste Section (SWS). Included herein is a brief description of the background project information, a general description of our contract scope of services with related fee estimate, and authorization information.

BACKGROUND INFORMATION

Macon County owns and operates a recycling center and solid waste disposal facility at 1448 Lakeside Drive in Franklin, North Carolina. The facility includes a Subtitle D municipal solid waste (MSW) landfill, convenience center, waste treatment and processing facility, material recycling facility, and an environmental education center.

The MSW facility includes a Phase 1 waste unit (6.6 acres), a Phase 2 waste unit (14.2 acres), and a Phase 3 waste unit (22 acres). Phase 1 and Phase 2 are currently inactive waste units. Phase 3 is an active waste unit with Cell 1 receiving waste.

Based on the historical detections of volatile organic compounds (VOCs) in two monitoring wells (MW-1A and MW-1B) which exceeded North Carolina groundwater standards promulgated under NCAC Title 15A 02L .0202 (2L Standards), the SWS required the facility to initiate an assessment monitoring program. The county was notified of the requirement in a SWS letter dated August 24, 2007.



A limited CAP dated August 25, 2010 was prepared by BLE and approved by the SWS on November 10, 2010. The corrective action remedies approved in the CAP included:

- 1) Alterations to the grading of the Phase 1 Cell to prohibit or reduce the impoundment and infiltration of stormwater,
- 2) Installation of a supplemental landfill gas cut-off trench and passive landfill gas vents within the limits of the Phase 1 Cell to reduce groundwater impact from VOCs which may be present in the landfill gas,
- 3) Continued semi-annual monitoring of selected sentinel monitoring wells for VOCs to determine fate and transport of contaminants.

The existing groundwater monitoring network for the Macon County Landfill consists of three (3) upgradient (background) wells (MW-10, MW-17, and MW-18) and eighteen (18) downgradient (compliance) wells (MW-1A, MW-1B, MW-1D, MW-2, MW-3A, MW-5D, MW-14, MW-19, MW-19A, MW-20, MW-21, MW-22, MW-22A, MW-23, MW-24, MW-25, MW-26, and MW-27). The impacted wells/ assessment wells outlined in the CAP are MW-1A, MW-1B, MW-1D, MW-5D, and MW-23. These wells are located west/ northwest of the Phase 1 and Phase 2 overlap area.

The CAP specifies that a CAER will be submitted to evaluate the site's remedial progress on a 5-year schedule. The CAER will contain an evaluation of the effectiveness of the approved remedies on a periodic basis after the selected remedies are complete. The CAER will consist of a groundwater contaminant trend evaluation report which will include site maps, plots of the contaminant trend data, tables of results, a description of the evaluative process, and conclusions and recommendations.

The corrective action remedies were implemented in 2011 and the first CAER was submitted by REIC, Inc. on February 17, 2017. Macon County has requested that BLE prepare this contract to evaluate the remedial actions for data collected through October 2022 at the site and to prepare a CAER for submittal to the SWS.

SCOPE OF SERVICES

The objective of this project is to evaluate the remedial progress at the facility and to prepare a CAER as specified in the CAP and as required by the SWS. Please note that the general requirements for the CAER are included in the SWS *Guidelines for Corrective Action Evaluation Reports* (undated whitepaper). [Appendix A].

Current monitoring for corrective action includes semi-annual monitoring of selected sentinel monitoring wells for VOCs to determine fate and transport of contaminants. The selected wells are MW-1A, MW-1B, MW-1D, MW-5D, and MW-23. The CAER proposed herein will evaluate VOC data through the October 2022 sampling event.



Contaminant Trend Evaluation

Historical trends in VOC concentration will be evaluated after a statistically significant sample set is acquired. Typically, four data points (sampling events) are performed and a baseline report is issued which documents the contaminants present, the range of detected concentrations, and establishes general contaminant concentration trends. A minimum of 5 to 9 sampling events (statistical method dependent) must be conducted for valid statistical analyses to be performed. A linear regression or other approved statistical technique will be used to evaluate trends for each contaminant which has an observed measurable concentration trend.

Petroleum Hydrocarbon Trend Evaluation

The degradation of petroleum hydrocarbons is a biologically mediated oxidation/reduction (redox) reaction. This process involves the transfer of electrons from a contaminant to an electron acceptor. The net result of the process is the degradation of the contaminants to harmless end products such as water, carbon dioxide, and metabolic byproducts. Since this process does not produce a measurable daughter product (see the following section on chlorinated solvents) we propose that the degradation of the hydrocarbon compounds should be evaluated by measuring the contaminant concentration trends directly. A linear regression or other approved statistical technique will be used to evaluate trends for each contaminant which has an observed measurable concentration trend.

Chlorinated Solvent Trend Evaluation

Degradation of chlorinated compounds is typically reflected in the historical trends where the concentrations of parent compounds decrease while the concentrations of daughter products increase. The two major transformation pathways are shown below:

1. PCE → TCE → (isomers) DCE → Vinyl Chloride → Ethene → Ethane
2. 1,1,1-TCA → 1,1-DCA → Chloroethane → Ethane

We propose to prepare summary tables of the historical concentration data from each well and to prepare plots of the historical VOC concentrations data for analysis. Where a significant VOC detection history has been observed, we will prepare text to describe PCE and PCE daughter products in the first paragraph followed by 1,1,1-TCA and 1,1,1-TCA daughter products in the second paragraph. If a significant VOC detection history has not been observed, we will prepare only one paragraph for brevity. The detection history of ethene and ethane will be included if these compounds are present in the site database.

Reporting

We will prepare a report which summarizes the data and provides our conclusions and recommendations in accordance with the approved CAP. The report will be prepared in general compliance with the CAER guidance in **Appendix A** but will be limited as described herein.



QUALITY ASSURANCE/QUALITY CONTROL MEASURES

As part of BLE's quality assurance/quality control (QA/QC) measures, documents are reviewed prior to submittal to a client. Our QA/QC review is designed to provide accurate and concise reports, which are in compliance with SWS. A Senior Hydrogeologist will perform the above scope of services. Signatures of two professional geologists and/or engineers on submittals from BLE will indicate that appropriate QA/QC has been performed for data reduction, analysis, and reporting.

FEE ESTIMATE

BLE will complete the scope of services outlined in this proposal for a lump sum fee of **\$10,800**. Invoices will be submitted on a monthly frequency or less and on a percent complete basis. The fee estimate is effective for a period of six months from the date of this proposal.

SCHEDULE

Based on our present schedule, we can begin work on this project one week after we receive the October 2022 data and Macon County's authorization to proceed. Our anticipated implementation schedule is shown below:

Trend Analyses	4 weeks
Draft CAER	2 weeks
Review of Draft CAER by Macon County	2 weeks
Preparation and Submittal of Final CAER	<u>1 week</u>
Project completion	9 weeks

The final project deliverables can be prepared and submitted within approximately 9 weeks after receipt of the data and signed authorization.



Contract for CAER
Macon County MSW Landfill, Franklin, NC

October 31, 2022
BLE Contract Number J22-1101-29

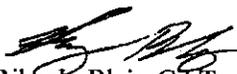
AUTHORIZATION

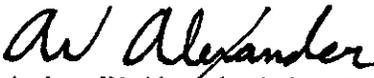
As our written authorization for the above scope of services, please execute the attached acceptance sheet and return the acceptance copy of this contract to BLE.

Any exceptions to this contract or special requirements not covered in the contract should be attached to the returned acceptance copy for the mutual consideration of both parties. Any Purchase Order issued to authorize this project should reference this document (J22-1101-29).

We appreciate the opportunity to serve as your hydrogeological consultant at this site. If you have any questions, please do not hesitate to contact us at (864) 288-1265.

Sincerely,
BUNNELL-LAMMONS ENGINEERING, INC.


Riley L. Blais, G.I.T.
Staff Hydrogeologist


Andrew W. Alexander, P.G., RSM
Consulting Hydrogeologist

Attachments: Appendix A - Guidelines for Corrective Action Evaluation Reports
 Appendix B - Proposal Acceptance Sheet with Contract Terms and Conditions

APPENDIX A

GUIDELINES FOR CORRECTIVE ACTION EVALUATION REPORTS

Solid Waste Section Guidelines for Corrective Action Evaluation Reports

STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
DIVISION OF WASTE MANAGEMENT
SOLID WASTE SECTION
Environmental Compliance Unit

The purpose of this document is to provide guidance as requested by the regulated community regarding the content for Corrective Action Evaluation Reports.

Requirements

Corrective Action Evaluation Reports (CAERs) should be submitted on a periodic basis as specified in the approved Corrective Action Plan and Solid Waste Section guidance. CAERs should contain the following information at a minimum:

1. Proof that a reduction in contaminant concentrations is occurring along specific transects
2. A demonstration that contaminant reduction is caused by chemical or biologic attenuation of the contaminant(s) of concern. Include historical data for reference
3. Proof that the plume has stabilized or is decreasing within the horizontal and vertical extent based upon the data

Report Format

The CAER should be submitted as a stand-alone technical document sealed by a North Carolina professional and licensed geologist. The CAER should also be submitted electronically in a pdf or tiff format. A paper copy is not required. There may be some site-specific instances where technical data may require additional information beyond that listed in these instructions as a means of more fully characterizing the technical data available and conclusions derived from that data. These instructions set no limit on the number or content of such additional report sections as long as the information included pertains to that required of a CAER.

The recommended format and content for a CAER is as follows:

Cover Page

- Facility Name
- Facility Location
- Permit #
- Consultant Name and Address
- Permittee Name and Address
- Report Date
- Signature and seal of the NC certified licensed geologist.

Completed Environmental Monitoring Reporting Form - This page should contain the signature and seal of the NC certified licensed geologist. Any work that would constitute the “public practice of geology” as defined by G.S. 89E shall be performed under the responsible charge of, and signed and sealed by, a geologist licensed in the state of North Carolina.

Table of Contents

Chapter 1 – Introduction (At a Minimum)

- Site Background
- Aquifer Characteristics
- Contaminant Distribution
- Description of Site Conceptual Model
- Regulatory Status

Chapter 2 - Correction Action Summary (At a Minimum)

- Physical Changes in Aquifer Conditions
- Chemical Changes in Aquifer Conditions
- Physical Changes in Plume Characteristics
- Chemical Changes in the Plume
- Refining the Site Conceptual Model
- Evaluation of impacts on contaminant levels, hydraulic gradients, recovery well capture zones, evaluation of the treatment train, contaminant removal efficiencies, total mass of contaminants removed, etc.
- Status of impacts at the relevant point of compliance (compliance boundary)
- Any off-site migration of contaminants of concern

Chapter 3 - Conclusion

- Any modifications needed to the selected remedy
- Any supplemental assessment or risk assessment activities to further characterize the issues
- Does the contingency plan(s) need to be implemented
- Imposition of land use restrictions on the facility property and/or on any buffer property acquired to ensure that the migration of groundwater (and landfill gas) from the sanitary landfill is confined to property owned and controlled by the responsible party.

References

Tables (At a Minimum)

- Groundwater elevation data
- Groundwater analytical data

Figures (At a Minimum)

- USGS 7 ½-minute topographic map - showing the site location
- Site Plan - to include topographic contours, permanent structures, surface water features, a bar scale, north arrow, facility boundary, waste management unit boundary, compliance boundary, and all relevant monitoring wells or sampling points
- Recent Potentiometric map
- Graphs/Charts
- Isoconcentration contour maps
- Biochlor results

- Cross sections

Appendices (At a Minimum)

- Boring logs for all Corrective Action monitoring program wells/borings
- Sample Field Sampling Sheets
- Sample Chain of Custody Records
- Inventory and map of all wells, springs, and surface water intakes used as sources of potable water within 1,500 feet from the edge of waste
- Copies of field logs and notes, and color copies of site photographs
- Laboratory reports for all samples collected and laboratory quality control samples, including results for bias and precision and control limits used. The following minimum laboratory quality control sample reporting is required: (a) at least one matrix spike and one matrix spike duplicate per sample delivery group or 14-day period, whichever is more frequent (control limits must be specified); (b) at least one method blank per sample delivery group or 12-hour period, whichever is less; and (c) system monitoring compounds, surrogate recovery required by the method and laboratory control sample analysis (acceptance criteria must be specified). All samples that exceed control limits/acceptance criteria must be flagged in the laboratory report.

APPENDIX B

PROPOSAL ACCEPTANCE SHEET WITH CONTRACT TERMS AND CONDITIONS



**BUNNELL
LAMMONS
ENGINEERING**

6004 Ponders Court
Greenville, South Carolina 29615

Phone (864) 288-1265
Fax (864) 288-4430

PROPOSAL ACCEPTANCE SHEET

The purpose of this sheet is to obtain your written authorization for the performance of services by Bunnell-Lammons Engineering, Inc. ("BLE") and confirm the terms and conditions under which these services are provided as shown below.

Compensation for services rendered will be based on the schedules and/or sums described in this Agreement. If BLE is requested to modify the scope of work at your request or if BLE personnel determine during the execution of the Work that a modification of scope is required, BLE will promptly seek and confirm in writing a mutually agreeable revision of the scope of work and associated charges. All services and testing will be performed in accordance with the standard of care set out below and applicable specifications, if any, unless otherwise noted. Test results apply only to the materials tested.

Project Name and Proposal Number: Contract for a Corrective Action Evaluation Report
BLE Project No. J22-1101-29

Project Location: Macon County Landfill
Franklin, North Carolina

WORK AUTHORIZED BY: _____
Signature _____ Date _____

Print Name and Title - If services and/or the provision of materials are to be performed for a corporation or company (hereinafter "company") in which I/we are an officer, employee, director, member or shareholder, I/we do hereby warrant that I/we have the authority to bind the company.

Company Name _____

Address _____

City _____ State _____ Zip Code _____

PARTY RESPONSIBLE FOR SCHEDULING BLE'S SERVICES: _____ Phone Number: _____

FOR PAYMENT OF CHARGES: (BLE should send invoices to)

Email Address: _____

Firm: _____ Attention: _____

Address: _____ City, State: _____

Zip Code: _____ Phone Number: _____ Fax Number: _____

SPECIAL INSTRUCTIONS: _____



TERMS AND CONDITIONS

WHEREAS, Client is seeking engineering, consulting, testing and/or environmental or other services in regard to services associated with a property or properties (the "project site") and/or services associated with a specific activity or activities (the "services and/or the Work"). Therefore, in consideration of the mutual covenants and agreements contained and the payments to be made as herein provided, Bunnell-Lammons Engineering, Inc., (hereinafter "BLE") and Client (collectively, the "Parties") agree as follows (the "Agreement").

1. **SERVICES TO BE PROVIDED.** BLE, through and by its officers, employees and subcontractors, is an independent contractor and agrees to provide Client, for its sole benefit and exclusive use, the services set forth in BLE's proposal, which is a part of this Agreement. No third-party beneficiaries are intended by this Agreement.

2. **PAYMENT TERMS.** Client agrees to pay BLE's invoice upon receipt. If payment is not received within 30 days from the Client's receipt of invoice, Client agrees to pay a service charge on the past due amount at 1.5% per month, including attorney's fees and expenses if BLE's fee is collected through an attorney. No deductions shall be made from BLE's invoice on account of liquidated damages unless expressly included in this Agreement. BLE may suspend services until paid on any project where payment of invoiced amounts not reasonably in dispute is not received by BLE within 60 days of Client's receipt of BLE's invoice. BLE will issue invoices monthly or more frequently as reasonably required.

3. **STANDARD OF CARE AND CERTIFICATIONS.** BLE will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of BLE's profession practicing in the same or similar locality at the time of service. NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY BLE'S PROPOSAL OR BY BLE'S ORAL OR WRITTEN REPORTS. Nothing in this Agreement or in the services provided by BLE is intended to create, nor shall it be construed to create, a fiduciary relationship owed by either party to one another. BLE shall not be required to sign any documents, no matter by whom requested, that would result in BLE having to certify, guarantee or warrant the existence of conditions whose existence BLE cannot reasonably ascertain. Client shall not make resolution of any dispute with BLE or payment of any amount due to BLE in any way contingent upon signing any such certification, guarantee, or warranty.

4. **INSURANCE.** BLE maintains insurance coverage as follows:
a. Worker's Compensation Insurance.
b. Employers Liability Insurance.
c. Commercial General Liability Insurance.
d. Professional Errors and Omissions Insurance.

Certificates of Insurance can be provided upon acceptance of this Agreement and upon request.

5. **LIMITATION OF LIABILITY.** CLIENT AND BLE HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING BLE'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, FOR ADDITIONAL CONSIDERATION FROM BLE OF \$10.00, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, CLIENT AGREES THAT BLE'S LIABILITY, AND THAT OF ITS OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS TO CLIENT OR ANY ASSIGNEE SHALL BE LIMITED TO AN AGGREGATE OF \$50,000 OR BLE'S FEE, WHICHEVER IS GREATER. IF CLIENT PREFERS TO HAVE HIGHER LIMITS OF LIABILITY, BLE AGREES TO INCREASE THE AGGREGATE LIMIT UP TO A MAXIMUM OF \$1,000,000. (THE ADDITIONAL CHARGE FOR THE HIGHER LIABILITY LIMIT IS BECAUSE OF THE GREATER RISK ASSUMED BY BLE AND IS NOT A CHARGE FOR ADDITIONAL INSURANCE.) UPON CLIENT'S WRITTEN REQUEST AT THE TIME OF ACCEPTING BLE'S PROPOSAL, PROVIDED CLIENT AGREES TO PAY AN ADDITIONAL CONSIDERATION OF 5% OF BLE'S TOTAL CHARGES, OR \$500, WHICHEVER IS GREATER. THIS LIMITATION OF LIABILITY APPLIES TO ALL LAWSUITS, CLAIMS OR ACTIONS, WHETHER IDENTIFIED AS ARISING IN: (I) TORT, INCLUDING, BUT, NOT NECESSARILY LIMITED TO, NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERRORS OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED) AND/OR NEGLIGENT MISREPRESENTATION, (II) STRICT LIABILITY, (III) CONTRACT, OR (IV) ANY OTHER LEGAL THEORY, INCLUDING WITHOUT LIMITATION, BLE'S INDEMNITY OBLIGATIONS TO CLIENT RELATED TO THE SERVICES PROVIDED IN THIS AGREEMENT AND ANY CONTINUATION OR EXTENSION OF BLE'S SERVICES. IN ADDITION, NEITHER CLIENT NOR BLE OR THEIR SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONTRACTORS SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR OTHERWISE.

6. **SITE OPERATIONS, APPROVALS, PERMITS AND FEES.** BLE shall obtain and pay for all permits, licenses, fees, and governmental approvals which may be generally necessary for BLE to perform the type of services set out herein on a non-site-specific basis. However, Client shall be responsible for acquiring all rights-of-entry to

property and, if reasonably necessary, across the property of third parties so that BLE can perform the services. Client shall be solely responsible for acquiring required building permits, land disturbance permits or any other permit specific to the site and necessary for BLE to perform its services.

BLE's field personnel are trained to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. BLE's field personnel will avoid hazards or utilities which are visible to them at the site. If BLE is advised in writing of the presence or potential presence of underground or above ground obstructions, such as utilities, BLE will give special instructions to BLE's field personnel. BLE is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by Client or third parties, except to the extent such damage or loss is caused by BLE's negligence. Otherwise, for the additional consideration of \$10.00, the receipt and sufficiency being hereby acknowledged, Client agrees to defend, indemnify, and hold BLE and its shareholders, directors, officers, employees, agents and subcontractors harmless from any such claims, suits or losses, (collectively "Claims") including related reasonable attorney's fees except to the extent such Claims are caused by BLE's negligence or willful misconduct.

BLE will take reasonable precautions to minimize damage to the project site or other property caused by its operations. Unless otherwise stated in BLE's proposal, BLE's charges do not include cost of restoration due to any related damage which may result. If Client requests BLE to repair such damage, BLE will do so for an additional fee.

Field tests or boring locations described in BLE's report or shown on sketches are based on specific information furnished by others or estimates made in the field by BLE personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in BLE's proposal or report. BLE's observations and sampling, inspection, and testing procedures indicate conditions of materials and construction activities only at the precise location where and precise time when BLE performed the services. Client acknowledges that conditions of materials and construction activities at other locations may vary from those measured, observed, or inspected, and that conditions at one location and time cannot be relied on to indicate the conditions at other locations and times, even when the materials involved appear to be identical. The observations and tests performed by BLE's by field representative are valid only for the time and location the test is performed. Client acknowledges that outside factors such as construction activity, weather and the passage of time can alter the condition of the material tested or observed. Notwithstanding the foregoing, BLE may make inferences based upon the information derived from performed procedures to formulate professional opinions about conditions in other areas. BLE is responsible only for those data, interpretations, and recommendations about the actual materials and construction activities it observes, inspects, samples, or tests. Even if performed on a continuous basis, services do not and should not be interpreted to mean that BLE observes, inspects, samples, or tests all materials on or at the project site. BLE is not responsible for other parties' interpretations or use of the information BLE develops.

7. **FIELD REPRESENTATIVE.** The presence of BLE or its subcontractor's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation, field testing of specific aspects of the project and/or other services as authorized by Client. Should any party not retained by BLE be involved in the project, Client will advise such party that BLE's services do not include supervision or direction of the means, methods or actual work of the other party, its employees or agents. Client will also inform the other party that the presence of BLE's field representative at the project site will not relieve the other party of its responsibilities for performing their work safely and lawfully and in accordance with the standard of care set out herein and any applicable plans and specifications.

If a contractor (not a subcontractor of BLE) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the contractor will be solely and completely responsible for working conditions on the job site /project site, including security and safety of all persons and property during the performance of the work, and compliance with all Client safety requirements and state and OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours.

It is agreed that BLE will not be responsible for job or site safety or site security on or at the project site, other than for BLE's employees and subcontractors, and that BLE does not have the duty or right to stop the work of the Client, its contractors or any third parties.

8. **UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing BLE's services. If this occurs, BLE will promptly notify and consult with Client, but will act based on BLE's sole judgment where risk to BLE personnel is involved. Possible actions could include:

- Complete the original Scope of Services in accordance with the procedures originally intended in BLE's proposal,
- Agree with Client to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing; or,
- Terminate the services effective on the date specified by BLE in writing.



9. **SAMPLES, INVESTIGATION DERIVED WASTE, DISPOSAL, RETENTION.** Test specimens or samples generally are consumed or substantially altered during testing and any remnants are disposed of immediately upon completion of tests. Non-hazardous investigation derived waste, including but not limited to, samples, drill cuttings, purge water and other wastes ("IDW") may be left or used on-site or disposed of by BLE for an additional charge at an appropriately licensed facility. With regard to IDW that contains asbestos, petroleum products, regulated substances and/or toxic or hazardous substances or constituents ("hazardous IDW"), Client will provide a secure temporary storage location at or near the project site to prevent tampering with such containerized hazardous IDW and BLE, in BLE's sole discretion, either: 1) return the hazardous IDW to Client for proper disposal or 2) using a manifest signed by Client or Client's client as generator and for an additional fee, have the hazardous IDW transported to an appropriate location selected by Client for final disposal, or, (3) otherwise safely dispose of the hazardous IDW. Client agrees to pay all costs associated with the storage, transporting and disposal of hazardous IDW. Client recognizes and agrees that BLE is acting as a bailee and at no time assumes title, constructive or expressed, to any hazardous or non-hazardous IDW. If Client wishes BLE to retain any non-hazardous IDW, then, at Client's written request, BLE will use reasonable efforts to retain preservable IDW or the residue therefrom but only for a mutually acceptable time and for an additional charge. BLE reserves the right to refuse storage of any IDW. Client agrees that BLE is not responsible or liable for loss of hazardous or non-hazardous IDW retained in storage.

10. ***CLIENT DISCLOSURE.** Client agrees to advise BLE upon execution of this Agreement of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near the site that presents a potential danger to human health, the environment, or BLE's equipment. Client agrees to provide BLE continuing related information as it becomes available to the Client. By virtue of entering into this Agreement or providing services hereunder, BLE does not assume control of or responsibility as an operator or otherwise for the site or the person(s) in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees under advice of its counsel to notify the appropriate federal, state or local public agencies as required by law; or otherwise to disclose, in a timely manner, any information that may be necessary to prevent damage to human health, safety, or the environment.

11. ***ENVIRONMENTAL INDEMNITY.** In connection with asbestos, petroleum products, regulated substances and/or toxic or hazardous substances or constituents (collectively "toxic or hazardous substances or constituents") and to the maximum extent permitted by law and for separate and valuable consideration of \$10.00, the receipt and sufficiency being hereby acknowledged, Client agrees to defend, hold harmless and indemnify BLE from and against any and all claims, liabilities, or judgments, except to the extent finally determined as being caused by BLE's negligence or willful misconduct, resulting from:

a. Client's violation of any federal, state, or local statute, regulation or ordinance relating to the management or disposal of toxic or hazardous substances or constituents;

b. Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site;

c. Toxic or hazardous substances or constituents introduced at the site by Client or third persons before, during or after the completion of BLE's services;

d. Allegations that BLE is a handler, generator, operator, treater, storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law due to the BLE's services unless expressly retained by Client for such services; or,

e. Any third-party suit or claim for damages against BLE alleging strict liability, personal injury (including death) or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during or after completion of BLE's services under this Agreement.

12. ***EQUIPMENT CONTAMINATION.** BLE will endeavor to clean its laboratory and field equipment which may become contaminated in the conduct of BLE's services. Occasionally, such equipment cannot be completely decontaminated because of the type of hazards encountered. If this occurs, it will be necessary to dispose of the equipment in a manner similar to that indicated for hazardous samples or waste and to charge Client for the loss. Client agrees to pay the fair market value of any such equipment and reasonable disposal costs.

13. **DOCUMENTS.** BLE will furnish Client the agreed upon number of written reports and supporting documents. These instruments of services are furnished for Client's exclusive internal use and reliance, use of Client's counsel, use of Client's qualified bidders (design services only) and for regulatory submittal in connection with the project or services provided for in this Agreement, but not for advertising or other type of distribution, and are subject to the following:

a. All documents generated by BLE under this Agreement shall remain the sole property of BLE. Any unauthorized use or distribution of BLE's work product shall be at Client's and recipient's sole risk and without liability to BLE. BLE may retain confidential file copies of its work product and documents or information it receives or relies upon so BLE can support and/or defend its work.

b. If Client desires to release, or for BLE to provide, BLE's report(s) to a third party not described above for that party's reliance, BLE will agree to such release provided

BLE receives a written request from Client and a written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement (e.g. Secondary Client Agreement). Reports provided for disclosure of information only will not require separate agreement. Client acknowledges and agrees to inform such third party that BLE's report(s) reflects conditions only at the time of the study and may not reflect conditions at a later time. Client further acknowledges that such request for release creates a potential conflict of interest for BLE and by making such a request, Client waives any such claim if BLE complies with the request.

c. Client agrees that all documents furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client or any other entity for any purpose whatsoever. Client further agrees that documents produced by BLE pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without BLE's prior written approval. BLE shall have no liability for, and Client shall indemnify, defend and hold BLE harmless for, any claim, liability, damages or costs arising out of any unauthorized reuse or modification of BLE's documents or other instruments of its service.

d. Client shall furnish documents or information reasonably within Client's control and deemed necessary by BLE for proper performance of BLE's services. BLE may rely upon Client-provided documents in performing the services required under this Agreement; however, BLE assumes no responsibility or liability for their accuracy. Client-provided documents will remain the property of Client, but BLE may retain confidential file copies to support its report.

e. Unless directed otherwise by Client, BLE shall provide its reports and other required documentation via digital work product. Client agrees that the written or digital copy retained by BLE in its files shall be the official base document. BLE makes no warranty or representation to Client that the digital copy is accurate or complete but will correct in good faith any omissions or errors brought to BLE's attention by Client. Any modifications of such digital work product by Client shall be at Client's risk and without liability to BLE. Such digital work product is subject to all other conditions of this Agreement.

14. **SCHEDULING.** Client acknowledges that Client, directly or indirectly through its designee, has the sole right and sole responsibility to determine the extent, frequency, and scheduling of observations, inspections, and/or testing performed by BLE. Client acknowledges that BLE bears no responsibility for damages that may accrue because BLE did not perform such observations, inspections, and/or testing that Client or its designee failed to request or schedule. BLE shall have no duty to inform Client, its designee, or any other party of any failure to schedule BLE's services.

15. **OPINIONS OF COST.** If requested, BLE will exercise reasonable efforts and its experience on similar projects to provide realistic opinions or estimates of costs for remediation or construction as appropriate based on reasonably available data, BLE's designs or BLE's recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise, in writing with BLE. Client understands actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, and many other factors beyond BLE's control.

16. **TESTIMONY.** Should BLE or any BLE employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing, or trial, in relation to services provided under this Agreement, and BLE is not a party in the dispute, then BLE shall be compensated by Client for the associated reasonable expenses and labor for BLE's preparations and testimony at appropriate unit rates. To the extent the party compelling the testimony ultimately provides BLE such compensation, Client will receive a credit or refund on any related double payments to BLE.

17. **GOVERNING LAW.** This Agreement shall be governed in all respects by the laws of the State of South Carolina without regard to its conflicts of laws provisions. Causes of action arising out of BLE's Services or this Agreement, regardless of cause(s) or the theory of liability, including, but not limited to, negligence, indemnity or other theory of recovery shall be deemed to have accrued, and the applicable statute of limitations shall commence to run, not later than the date of BLE's substantial completion of the Work. Each party hereby submits to the jurisdiction and venue of any court sitting in Greenville County, South Carolina, for the adjudication of any dispute relating to or arising out of this Agreement or the performance or nonperformance of a party's obligations under this Agreement. The parties hereto irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in any such court and waive any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

18. **PRIORITY OVER FORM AGREEMENT/PURCHASE ORDERS.** The Parties agree that the provisions of these terms and conditions shall control over and not be superseded by any provisions of any other documents or writings and may be amended only by written instrument signed by both Client and BLE. Client may issue purchase orders to BLE to satisfy Client's purchasing requirements. It is agreed that the terms and conditions included in such purchase orders shall be considered deleted in their entirety and such terms and conditions shall be void. Unless otherwise specifically stated by Client in writing, Client's request that BLE initiate services will constitute Client's acceptance of this Agreement and all of its terms and conditions. Any additional or different terms that Client provides in any subsequent acknowledgment, purchase order, task order, or other document that vary from any of the terms herein are hereby objected to and rejected. Any



such terms proposed by Client, whether by offer or acceptance, shall be void unless BLE expressly agrees to them in writing.

19. **CLAIMS.** Except for claims for payment, prior to filing of any suit or arbitration, the parties agree to attempt to resolve any dispute without resort to litigation or arbitration, including using mediation. However, in the event any claim, including but not limited to claims for payment, results in litigation or arbitration, then the prevailing party shall be entitled to recover from the non-prevailing party the prevailing party's reasonable legal fees and expenses associated with such litigation or arbitration. However, if the prevailing party has had only a partial victory, then the court or arbitrator(s) shall make an allocation based on the extent to which the court views the prevailing party as having prevailed. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

20. **SURVIVAL.** All provisions of this Agreement for payment, indemnity or allocation of responsibility or liability between Client and BLE shall survive the completion of the services and the termination of this Agreement.

21. **SEVERABILITY.** In the event any provision of this Agreement is found to be void or unenforceable under law, the court shall instead reform or replace any void or unenforceable provision with a valid and enforceable provision that gives meaning to the intention of the provision or shall strike the provision from this Agreement. The remaining provisions shall continue in full force and effect.

22. **ASSIGNMENT.** This Agreement may not be assigned by either party without the prior written approval of the other.

23. **CONSIDERATION.** The parties agree that the charges for BLE's services are sufficiently adjusted to include any specific consideration payable to Client under these terms and conditions.

24. **INTEGRATION.** This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

25. **FORCE MAJEURE.** Any failure of performance under this Agreement shall not constitute breach if said failure of performance is due to an event or events beyond the reasonable control of the Parties or either of them; such events of force majeure shall include, but not be limited to, acts of God, natural disasters, war and strikes, or governmental orders including, but not limited to, orders affecting the work site or regarding COVID-19 or any other epidemic, pandemic, or other declaration of public health emergency.

If an event of force majeure occurs, BLE shall notify Client, identify the event of force majeure and specify the anticipated time when the Work can be continued. Timely notification of an event of force majeure shall extend the completion date of this Agreement for a time equal to the continuation of the force majeure plus any reasonable time necessary to resume Work. Client agrees to pay BLE for all reasonable costs incurred associated with labor and equipment, including subcontractor services, necessary to resume Work.

26. **CONFIDENTIALITY.** BLE and Client recognize that each of them may encounter written or unwritten confidential information regarding the other Party during the course of the services set forth in the Proposal. Confidential information means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information. The Party receiving such confidential information agrees to hold as confidential and not to disclose such information.

All drawings, specifications, technical documents of any nature, and copies thereof, prepared pursuant to this Agreement shall be the property of BLE and are to be treated as confidential. They are not to be disclosed to others without BLE's prior written approval. BLE shall treat as confidential all documents and records (the "Documents") belonging to Client or a third party that BLE reviews during the performance of services set forth in the Proposal. BLE shall not disclose the Documents to any third party without the prior written consent of the Documents' owner or owners. No articles, papers or treatises related to or in any way associated with the services set forth in the Proposal shall be submitted for publication without BLE's prior written consent. BLE may retain copies of all such documents for archival purposes and to support or defend its work.

The confidentiality restrictions herein shall not apply to information that: (1) the Parties had in their possession prior to disclosure; (2) becomes public knowledge through no act or fault of the receiving Party; (3) the receiving Party lawfully acquires from a third party which does not have a confidentiality obligation to the Party to which the information pertains; (4) is independently developed by the receiving Party; or (5) is required to be disclosed by law. Without the express written consent of BLE, this Agreement creates no duties or liabilities of BLE to third parties who may rely on the Work provided or the documents delivered hereunder. The parties agree that although Client may provide copies of BLE's reports to prospective property purchasers and their agents, no party other than

Client, its counsel or appropriate regulatory bodies may rely on the contents of BLE's reports.

27. **INDEMNITY.** If Client or any of its directors, officers, shareholders, employees, agents, attorneys, successors, assigns and affiliates (collectively, the "Client Affiliates") become subject to any claims, losses, damages, penalties, actions, judgments, suits, costs and reasonable expenses (including, without limitation, reasonable fees and disbursements of attorneys and consultants) (collectively, "Claims"), caused by:

- a. the negligence, gross negligence or willful misconduct of BLE or its directors, officers, employees, subcontractors, agents and affiliates (collectively, the "Representatives");
- b. a violation of an applicable statute or regulation by BLE or its Representatives; and/or
- c. a breach of this Agreement by BLE or its Representatives;

then BLE shall, subject to the limitation set out in Article 5 above, indemnify and hold harmless Client and its Affiliates from and against such Claims. For purposes of the preceding sentence, "negligence" shall be deemed to include both negligent acts and omissions. This indemnification shall only extend to the proportional extent of BLE's violation of law, breach of this Agreement, negligence or willful misconduct and shall not extend to the proportional extent of Client's violation of law, breach of this Agreement, negligence or willful misconduct.

If BLE or any of its shareholders, directors, officers, employees, agents, attorneys, successors, assigns and affiliates (collectively, the "BLE Affiliates") become subject to any claims, losses, damages, penalties, actions, judgments, suits, costs and reasonable expenses (including, without limitation, reasonable fees and disbursements of attorneys and consultants) (collectively, "Claims") caused by:

- a. the negligence, gross negligence or willful misconduct of Client or its directors, officers, shareholders, employees, subcontractors, agents and affiliates (collectively, the "Representatives");
- b. a violation of an applicable statute or regulation by Client or its Representatives; and/or
- c. a breach of this Agreement by Client or its Representatives;

then Client shall indemnify and hold harmless BLE and its Affiliates from and against such Claims. For purposes of the preceding sentence, "negligence" shall be deemed to include both negligent acts and omissions. This indemnification shall only extend to the proportional extent of Client's violation of law, breach of this Agreement, negligence or willful misconduct and shall not extend to the proportional extent of BLE's violation of law, breach of this Agreement, negligence, or willful misconduct.

It is agreed that all reasonably incurred costs of litigation incurred by the Indemnitees including, but not necessarily limited to reasonable attorneys' fees, court costs, consultant costs, expert witness fees, and legal expenses, shall be deemed to be "damages" payable by Indemnitor but only to the proportional extent finally determined as being caused by the willful misconduct, breach of contract, violation of law or the negligence of the Indemnitor.

28. **NON-EXCLUSIVITY.** The parties recognize and agree that BLE's services hereunder are to be provided on a non-exclusive basis.

29. **WAIVER/INTEGRATION.** Waiver by either Party of any term, provision or condition of this Agreement shall not constitute a precedent or bind either party to a waiver of any succeeding breach of the same or any other term, provision or condition of this Agreement. This Agreement constitutes the entire agreement between Client and BLE and there are no other agreements, oral or written, by and between the parties hereto, with regard to the particular services/work set forth in the Proposal/Scope of Work/Scope of Services.

30. **TERMINATION.** This Agreement terminates automatically when all services have been performed and when BLE is properly paid for the services set forth in the Proposal. Either Party may terminate this Agreement without cause upon 30 days written notice to the other Party. In the event Client requests termination prior to completion, Client agrees to pay BLE for all reasonable costs incurred to date and reasonable charges associated with such termination.

31. **SIGNAGE.** BLE shall be entitled to place a placard or other stand-alone or attached signage on the project site identifying BLE as a future, present or past service provider. Within a reasonable time after BLE's Work is completed or in the event this Agreement is terminated, BLE shall be responsible for removing such signage.

NOTES: *Applies only if toxic or hazardous substances or constituents are anticipated or encountered.

----- **END OF DOCUMENT** PAS revision: 03-30-22

RESOLUTION EXEMPTING ENGINEERING SERVICES FOR THE SOLID WASTE DEPARTMENT, DESIGN AND NORTH CAROLINA DEPARTMENT OF TRANSPORTATION PERMITTING AND CONSTRUCTION MAINTENANCE, MACON COUNTY, NORTH CAROLINA, FROM THE PROVISIONS OF ARTICLE 3D OF CHAPTER 143 OF THE NORTH CAROLINA GENERAL STATUTES

WHEREAS, Article 3D of Chapter 143 of the North Carolina General Statutes establishes a general public policy regarding procurement of engineering services; and

WHEREAS, North Carolina General Statutes Section 143-64.32 provides:

"Units of local government or the North Carolina Department of Transportation may in writing exempt particular projects from the provisions of this Article in the case of proposed projects where an estimated professional fee is in an amount less than fifty thousand dollars (\$50,000)"; and

WHEREAS, Macon County is now in need of engineering services for the design and permitting of a deceleration lane at the future Carson Convenience Center; and

WHEREAS, the estimated professional engineering fee for these services in Macon County, North Carolina is in an amount less than fifty thousand (\$50,000) dollars.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF MACON that the proposed engineering services for the Solid Waste Department Convenience Center site development is hereby exempted in writing from the provisions of Article 3D of Chapter 143 of North Carolina General Statutes pursuant to the provisions of N.C. Gen. Stat. §143-64.32.

Adopted this 13th day of December, 2022.

Paul Higdon, Chairman
Macon County Board of Commissioners

ATTEST:

Clerk to the Board

(COUNTY SEAL)



October 5, 2022

Mr. Chris Stahl, Director
Solid Waste Department
Macon County
109 Sierra Drive
Franklin, North Carolina 28734

RE: Proposal for Engineering Services
Carson Convenience Center Turn Lane
Macon County, North Carolina

Dear Mr. Stahl,

McGill Associates is pleased to present this proposal to Macon County to provide engineering services associated with the proposed turn lane required by NCDOT for the Carson Convenience Center Site off US 64 near Fred Slagle Road.

We propose to perform this work as outlined in the proposed scope of services below:

SCOPE OF SERVICES

Turn Lane Design and NCDOT Permitting

1. See attached proposal from Traffic Planning and Design, Inc. dated September 23, 2022.

Bidding and Award

1. Prepare bid documents for review and approval by Macon County.
2. Assist with advertisement for bid in local publication and utilizing McGill Quest bid line.
3. Address questions during the bidding process.
4. Attend Bid Opening on behalf of Macon County.
5. Assist the County in evaluating construction bids.
6. Consult with and advise the County, as to the acceptability of contractors and subcontractors, and make recommendations as to the lowest responsible bidder.
7. Assist the County in the final preparation and execution of the Construction Contract and in verification of Performance and Payment Bonds and Insurance Certificates for proper limits and compliance.

Construction Administration

1. Schedule and conduct a Pre-Construction meeting with the County, contractor, and CMT firm.
2. Provide on-site construction observation (averaging approximately 16 hours per week) to observe the overall progress and quality of the executed work to determine if the work is proceeding in accordance with the plans and specifications. Construction contract duration is anticipated to be 8 weeks.
3. Review and approve shop drawings, diagrams, illustration, brochures, catalog data schedules and samples, the results of tests and inspections and other data that the site contractor is required to submit.
4. Address questions from the contractor during the construction process.
5. Review monthly pay requests and any proposed change orders. Make recommendation of payment to County.

BASIS OF COMPENSATION

We propose to perform the above outlined scope of work for the following fees:

Turn Lane Design and NCDOT Permitting (lump sum)	\$12,650.00
Bidding and Award (lump sum)	\$11,000.00
Construction Administration (hourly, estimated)	\$20,000.00

ASSUMPTIONS

Our fees above are based on the following assumptions:

1. See assumptions listed in TPD proposal dated September 23, 2022.
2. Our fees do not include geotechnical borings or evaluation.
3. All permit and advertising fees will be paid directly by the County.
4. Value engineering or re-bidding is not included in the above scope of services and will be billed on an hourly basis in accordance with the attached Basic Fee Schedule.
5. Detailed civil design, permitting, bidding, and construction of the convenience center is not included.
6. Surveying information provided by Macon County is sufficient for design. If additional surveying is required, we will notify the County.

Mr. Chris Stahl, Director
October 5, 2022
Page 3 of 3

7. Fee for testing services (i.e., soils, concrete, etc.) during construction will be paid for directly by the Owner.
8. Attendance at meetings not listed in the above scope of services shall be billed in accordance with the attached Basic Fee Schedule.
9. Services for tasks other than those specifically detailed above shall be considered additional services and billed in accordance with the attached Basic Fee Schedule.

We appreciate your consideration for our services and look forward to working with you. If the above is acceptable to you, please sign and return one (1) copy of the attached Consulting Services Agreement to us. Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,
McGILL ASSOCIATES, P.A.



SCOTT BURWELL, PE
Senior Project Manager

Attachments: Traffic Planning and Design, Inc. Proposal Dated September 23, 2022
Consulting Services Agreement
Basic Fee Schedule

CC: Mark Cathey, PE, McGill Associates, P.A. (via email)

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CONSULTING SERVICES AGREEMENT

This contract entered into this 5th day of October, 2022 by and between Macon County Solid Waste Department, hereinafter called the Client, and McGill Associates, PA;

Witnesseth that:

Whereas, the Client desires to engage McGill Associates to provide consulting services; and,
Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and,
Whereas, McGill Associates desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth. Now, therefore, the parties hereto do mutually agree as follows:

1. Scope of Services: McGill Associates shall provide the services attached hereto in the Contract Proposal "Scope of Services" of this Agreement, hereinafter called services. Fees for additional services will be negotiated with the Client prior to proceeding with the work.

2. Standard of Care: McGill Associates will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered.

3. Authorization to Proceed: Execution of this Consulting Services Agreement will be considered authorization for McGill Associates to proceed unless otherwise provided for in this Agreement.

4. Changes In Scope: The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect McGill Associates cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement.

5. Compensation: The Client shall pay the compensation to McGill Associates set forth in the Contract Proposal "Basis of Compensation" attached hereto. Unless otherwise provided in the Basis for Compensation, McGill Associates shall submit invoices to the Client monthly for work accomplished under this agreement and the Client agrees to make payment to McGill Associates within thirty (30) days of receipt of the invoices. It is also mutually agreed that should the Client fail to make prompt payments as described herein, McGill Associates reserves the right to immediately stop all work under this agreement until disputed amounts are resolved.

6. Personnel: McGill Associates represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted expertise McGill Associates may employ such services at their discretion.

7. Opinions or Estimates of Cost: Any costs estimates provided by McGill Associates shall be considered opinions of probable costs. These along with project economic evaluations provided by McGill Associates will be on a basis of experience and judgment, but, since McGill Associates has no control over market conditions or bidding procedures, McGill Associates cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

8. Termination: This Agreement may be terminated for convenience by either the Client or McGill Associates with fifteen (15) days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within five (5) days of written notice and diligently complete the correction thereafter. On termination, McGill Associates will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. Limitation of Liability: McGill Associates liability for Client's damages will, in aggregate, not exceed the total fees paid by the Client for the Scope of Services referenced herein or \$50,000 whichever is greater. This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of liability

will apply whether McGill Associates liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include McGill Associates' directors, officers, employees and subcontractors. At additional cost, Client may obtain a higher limit prior to commencement of services.

10. Assignability: This agreement shall not be assigned or otherwise transferred by either McGill Associates or the Client without the prior written consent of the other.

11. Severability: The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. Ownership of Documents: All documents, calculations, drawings, maps and other items generated during the performance of services shall be considered intellectual property and remain the property of McGill Associates. Client agrees that the deliverables are intended for the exclusive use and benefit of and may be relied upon for this project only by the Client and will not be used otherwise. Client agrees that any prospective lender, buyer, seller or third party who wishes to rely on any deliverable must first sign McGill Associates' Secondary Client Agreement.

13. Excusable Delay: If performance of service is affected by causes beyond McGill Associates control, project schedule and compensation shall be equitably adjusted.

14. Indemnification: Client agrees to indemnify, defend and hold McGill Associates, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against McGill Associates which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Contract Proposal "Scope of Services" or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by McGill Associates in performing its duties or for unauthorized use of the deliverables generated by McGill Associates. Furthermore, McGill agrees to indemnify, defend and hold the Client harmless from any claims brought against the Client as a result of McGill's work.

15. Choice of Law: This Agreement shall be governed by the internal laws of the State of North Carolina.

16. Entire Agreement: This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

17. Attachments to this document:

1. Contract Proposal including Scope of Services and Basis of Compensation.

Client: Macon County Solid Waste Department

Authorized Signature:

Print Name: Chris Stahl

Title: Director

Address: 109 Sierra Drive
Franklin, North Carolina 28734

McGill Associates, P.A.



Print Name: Scott Burwell, PE

Title: Senior Project Manager

Address: 55 Broad Street
Asheville, North Carolina 28801

BASIC FEE SCHEDULE
August 2022

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$245			
Principal – Regional Manager – Director	\$210	\$215	\$230	\$235
Practice Area Lead	\$180	\$195	\$210	\$220
Senior Project Manager	\$195	\$205	\$210	\$215
Project Manager	\$165	\$175	\$180	\$185
Project Engineer	\$125	\$135	\$150	\$160
Engineering Associate	\$110	\$115	\$120	\$125
Planner- Consultant – Designer	\$110	\$120	\$145	\$160
Engineering Technician	\$100	\$115	\$120	\$130
CAD Operator – GIS Analyst	\$80	\$90	\$100	\$105
Construction Services Manager	\$130	\$150	\$170	\$180
Construction Administrator	\$105	\$120	\$130	\$135
Financial Services Manager	\$125	\$135	\$145	\$155
Grant Administrator	\$110	\$120	\$135	\$145
Construction Field Representative	\$85	\$100	\$105	\$115
Environmental Specialist	\$85	\$95	\$100	\$105
Administrative Assistant	\$75	\$80	\$90	\$105

1. EXPENSES

- a. Mileage - \$0.70/mile
- b. Flow Monitoring Equipment: Pressure Flow Meter- \$400/wk.; Gravity Flow Meter - \$1,000/deployment
- c. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. ASSOCIATED SERVICES -

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.



TRAFFIC PLANNING AND DESIGN, INC.

WWW.TRAFFICPD.COM

Professional Services Agreement

Date: September 23, 2022 Client: McGill Associates, P.A.

Client Address: 55 Broad Street
Asheville, NC 28801

Client Contact: Scott Burwell, PE (scott.burwell@mcgillassociates.com)

Project Name: Carson Convenience Center – Turn Lane Evaluation

Municipality/County/State: Macon County, NC

TPD Project Manager: Colin Kinton, PE

TPD Project No.: MCGI.00008

Traffic Planning and Design, Inc. (TPD) is pleased to submit this Professional Services Agreement ("Agreement") regarding the above-referenced project ("Project"). Included in this Agreement are sections regarding Assumptions, Scope of Services, Project Schedule, Fees and Expenses, Data Collection, and Standard Terms and Conditions.

This Agreement will be between TPD and McGill Associates, P.A. ("Client").

In order for TPD to begin our services, we request that Client review this Agreement and return a signed authorization and retainer fee to our office. We appreciate the opportunity to be of service on this Project.

ASSUMPTIONS

This Agreement has been prepared under the following assumptions, which reflect TPD's current understanding of the project:

Improvements to be Designed

This proposal assumes that this project will be designed and approved through NCDOT's *Policy On Street and Driveway Access to North Carolina Highways*, and will be constructed with local funds. This project will not comply with all federal project delivery standards for publicly funded projects.

The designated roadway improvements to be designed for this Street and Driveway Access Permit Application are defined by the following:

- » One new driveway access (Fred Slagle Road) from Murphy Road (US-64) including a 200 ft storage right-turn lane with appropriate taper. The driveway will include a single lane entering and a single lane exiting.

This proposal does not include the cost of modifications to the plans due to design changes by the site engineer, other site consultants, or Client. These items will be billed on an out-of-scope basis. TPD is not responsible for time delays due to these changes.

Information Provided to TPD

Topographic survey per TPD's survey requirements is to be provided by the surveyor in either .DWG or .DGN format. A signed and sealed paper copy of the survey will also be provided to TPD. The cost of this survey is **not** included in TPD's estimated design cost. The estimated design cost assumes that TPD will have to coordinate with only the client for any site work. The engineered site plan, including driveway locations, is required to be submitted to TPD in either .DWG or .DGN format. Both survey and site plan information must be provided prior to the commencement of the roadway/driveway design. **TPD is not responsible for coordination with NCDOT or local municipalities for cleanout of stormwater facilities/structures to obtain information not provided in the survey. Please note that any requested coordination will be handled as a supplement to this agreement and may cause delays to the project schedule.**

All Stormwater Management Calculations affecting the State highway will be provided in the Rational Method.

Right of Way

It is assumed that Right of Way dedication and associated plan/deed preparation is not required for this project. It is assumed that NCDOT will provide documentation indicating sufficient Right of Way is available. TPD will not be responsible for negotiating or obtaining right-of-way, easements, or releases from nearby property owners, as applicable. Design will be within available Right of Way or easements provided by Client.

Schedule

TPD's price proposal assumes a normal schedule of approximately eight to ten (8 to 10) weeks for design and review, which does not include the time it takes to acquire right-of-way, easements, or releases. NCDOT will not issue a Street and Driveway Access Permit until these property rights are acquired to the Department's satisfaction.

Submissions

This proposal covers two submissions of the Street and Driveway Access Permit Application package to NCDOT with a copy to Macon County. TPD will provide design documents related to the improvements to McGill for submission of the Driveway Permit Application, per NCDOT requirements. Since it is extremely difficult to predict the scope and intensity of comments from state review agencies, there are no provisions for response letters or subsequent submissions. TPD will correct any mathematical, analytical, drafting, or typographical errors in the design without further cost to the client and provide a second and final submission to NCDOT. Any changes due to enlarged or changed scope, reviewer preference, or client preference will be performed on an out-of-scope basis.

Utilities

Regarding underground utilities, TPD will contact the NC 811 system to request information regarding underground utilities within the project limits. However, TPD is not responsible for the field verification of underground utilities including the depth, location, type, or size of existing pipes, manholes, laterals, valves, or other facilities. TPD is not responsible for any errors or omissions by the surveyor or utility companies including, but not limited to, the depth, location, type, or size of existing pipes, manholes, laterals, valves, or other facilities. In order to field-locate existing utility facilities, there are firms that provide subsurface utility engineering (SUE) services which we can refer to you upon request. Please note, the costs of SUE services and related TPD services are **not** included in this proposal.

Opinions of Probable Construction Cost

Evaluation of Client's or owner's Project budget, and/or estimates of construction cost, if included in TPD's Scope of Services, represent TPD's best judgment as a design professional familiar with the construction industry. It is recognized, however, that TPD does not have control over the cost of labor, materials, or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, TPD cannot and does not warrant or represent that bids or negotiated prices will not vary from the project budget proposed, established or approved by the Client or owner, if any, or from any statement of probable construction cost or other cost estimate or evaluation prepared by TPD.

Excluded Services

This proposal does not include Pavement Design or data collection relevant to such design. It is assumed that TPD will match the existing pavement section, which is the typical NCDOT requirement for a project of this magnitude.

The proposal does not include Erosion and Sedimentation Control Plans and NPDES Permitting. It is assumed that the site engineer will cover all requirements in this regard.

All tasks not included in the Scope of Work of this Proposal are specifically excluded. For example, this proposal does not include the following:

- » Topographic survey (to be completed by McGill or others).
- » Environmental, historic, or archaeological studies.
- » Noise studies, noise mitigation analysis/design.
- » Air quality analyses.
- » Environmental permitting with DEQ or Army Corps (e.g., NPDES Permit, Joint Permit, General Permit).
- » Traffic Impact Studies.

- » Traffic counts.
- » Traffic signal design, traffic signal coordination design, traffic signal interconnect plans.
- » Maintenance and Protection of Traffic/Traffic Control Plans (it is assumed traffic can be maintained during construction based on NCDOT Roadway Standard Drawings).
- » Pedestrian facilities such as pedestrian signals, crosswalks, sidewalks, or curb ramps.
- » Structural design (e.g., bridges, culverts, retaining walls, sound barriers, joint details, sheeting and shoring, sign structures), or structural inspection.
- » Geotechnical design.
- » Pavement Design (it is assumed TPD will match existing pavement depths).
- » Soil borings, roadway borings, or related permits.
- » Post Construction Stormwater Management Plans/Narrative.
- » Infiltration Testing, Analysis, or Design.
- » Right-of-Way or Property/Deed Research - TPD will assume that the right-of-way shown on the signed and sealed survey provided by the surveyor is correct.
- » Right-of-Way Plans, or any services related to right-of-way acquisition, such as coordination with neighboring property owners, metes-and-bounds descriptions, preparation of exhibits, etc.
- » Design of new or relocated utility facilities (above-ground or underground).
- » Obtaining permits for utility relocations, utility installations, or subsurface utility engineering.
- » Subsurface Utility Engineering (SUE), underground facility location, subsurface investigation of any type, or TPD coordination efforts related to such services.
- » Preparation of construction quantities, tabulation sheets, summary sheets, construction cost estimates, or specifications/special provisions.
- » Design services during construction including, but not limited to, contractor submittal review.
- » Construction bid services, such as bid package preparation or contract preparation.
- » Construction management/monitoring services, or consultation during construction.
- » Construction inspection services.

Note: TPD is fully capable of providing or subcontracting all services listed above and will do so as the need arises after proper authorization from the Client.

Out of Scope or Additional Services

Any service requested that is not described in the above Scope of Services section will be billed on an hourly basis according to the current fee schedule, plus expenses. Before proceeding with such services, TPD will inform Client of the need for additional services.

If Client disagrees with any of these assumptions, please notify TPD at your earliest convenience, so that revisions to this Agreement document can be made accordingly. Otherwise, upon authorization, we will proceed using the assumptions listed above.

SCOPE OF SERVICES

TPD's Scope of Services under this Agreement shall include the following tasks:

TASK I. INITIAL EVALUATION

1. Coordinate project scope, design tasks, and schedule with the project team and internal design team.
2. Once the survey is provided to TPD in electronic format, review the survey for compliance with the TPD requirements and prepare to utilize for design plans.
3. Request pavement design history, construction plans, and right-of-way plans from NCDOT Division 14 for Murphy Road (US-64), if available.
4. Conduct a site visit to obtain field measurements, determine existing drainage patterns, evaluate the constructability of the proposed layout, and obtain digital photos necessary for the preparation of the Street and Driveway Access Permit Application.

TASK II. HIGHWAY PLANS

1. Prepare Title Sheet, Existing Conditions sheet, and Proposed Conditions (Site Plan) sheet.
2. Prepare Typical Sections, and Roadway Construction Details.
3. Prepare the Construction Plans per NCDOT requirements.
4. Prepare the required Profile Plans per NCDOT requirements; it is assumed profiles for the site driveway will be necessary.
5. Prepare Guardrail Plans to include MASH terminal end crash protection.
6. Prepare Drainage and Elevation Plans, including top and bottom of curb elevations, drainage facilities, and proposed contours, as required by NCDOT.

TASK III. DRAINAGE DESIGN/REPORT

The drainage design and hydraulic report includes evaluating the existing drainage patterns and comparing to the post-construction drainage areas to determine the extent of the drainage improvements. NCDOT criteria will be applied when determining the distance between inlets, pipe sizing, and the acceptable amount of shoulder/lane encroachment. A Hydraulic Report will be prepared for submission with the Street and Driveway Access Permit Application, which will be submitted, as required, to NCDOT.

TASK IV. SIGNING AND PAVEMENT MARKING PLAN

It is assumed that all signing for the proposed design will be incorporated into the Construction Plan Sheet. This task also includes the development of a pavement marking legend and all notes regarding signing and pavement markings.

TASK V. EROSION AND SEDIMENTATION CONTROL PLAN

Prepare an erosion and sedimentation control plan for construction of the auxiliary turn lane and driveway. It is assumed that there will be no wetland impacts in preparation of the design plans.

TASK VI. OPINION OF PROBABLE CONSTRUCTION COST

Prepare an opinion of probable construction cost based on the design prepared in Tasks I-V.

TASK VII. UTILITY COORDINATION

TPD will coordinate with the NC 811 system, which identifies the existing utilities in the project area. TPD will list the utility contact information from NC 811 on the construction plan. This will assist the contractor in the event of an unforeseen conflict. Please see the Assumptions section for further discussion of underground utilities.

If requested by Client, TPD will send copies of the relevant plans to the affected major utilities (e.g., electric, communications, water, gas, and sewer). It is assumed that the electric company will coordinate with companies whose facilities are "riding" on its poles; TPD will not coordinate directly with all minor utilities.

TPD anticipates coordination with NCDOT, Macon County, and Client through the course of this design. We have provided an initial budget of eight (8) hours for this task.

TASK VIII. STREET AND DRIVEWAY ACCESS PERMIT APPLICATION SUBMISSION

TPD will prepare the designated improvement design plans and conduct an internal Quality Control/Quality Assurance check. Upon approval of the plans by Client and provision of the necessary documents (including signed Street and Driveway Access Permit application, permitting fees, and property deed as necessary), TPD will submit the Street and Driveway Access Permit Application package to NCDOT and Macon County. TPD will perform a final review of the designated improvement design plans and the site development plans to ensure consistency of the design.

PROJECT SCHEDULE

TPD's proposed schedule for our services included in the Scope of Services is as follows:

It is estimated that the design will be ready for review by the project team eight (8) weeks after TPD receives the following necessary items:

- » Signed authorization to proceed.
- » Acceptable survey in electronic format.
- » Current site plan in electronic format, including grading.

In the event that TPD is delayed in the performance of the Services, through no fault of its own, then TPD shall be entitled to an equitable adjustment of the schedule.

FEES AND EXPENSES

Policy Regarding Fee Estimates

As a general policy, TPD will not provide a not-to-exceed ("NTE") price regarding the estimated fee for project approvals, because the scope of services may change, or increase, based on changes by the project team or based on reviewer preference. Also, the complexity of the project may not be fully apparent at the outset when the Agreement is prepared. In the same way, the degree to which the reviewing agencies, the municipality, and local stakeholders will facilitate the project, or fight it, has a definite impact on the project cost. If the Client requests TPD to prepare a budgetary estimate of the necessary transportation engineering fees for a project, then any such budgetary estimate provided by TPD shall be based upon past experiences with similar projects, and shall, by no means whatsoever, be interpreted as a firm fee quotation for the subject project.

Professional Services

The flat fee for TPD's performance of the tasks listed in the Scope of Services is **\$11,500.00**.

TPD will not proceed with services beyond this fee without additional authorization from Client.

Expenses

Expenses such as copies, prints, postage, mileage, next-day mail, and hand-delivery of materials are included in the estimated fee for professional services.

Meetings

The costs for attending meetings are **not** included in the fee estimate for professional services, unless such meetings are specifically included in the Scope of Services. All meetings not specifically covered in the Scope of Services will be attended at Client's request (or at Client's attorney's request) and will be billed hourly using TPD's applicable fee schedule at the time of the meeting.

Special Cost Provision

If, as part of any legal proceeding associated with this project, any TPD employee is subpoenaed for deposition or testimony purposes, Client will be billed at TPD's hourly rate (in effect at the time of deposition) for those services plus any related expenses.

{Continue to next Page for TPD Standard Terms and Conditions}

TERMS AND CONDITIONS

1. *Payment Terms*

- a. *Invoices:* TPD shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make full payment on any undisputed amount due to TPD within 30 days after receipt of TPD's invoice, then (1) the amounts due to TPD will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less), and (2) in addition TPD may, after giving seven days written notice to Client, suspend services under this Agreement until TPD has been paid in full all amounts due. Client waives any and all claims against TPD for any such suspension.
- b. *Payment:* As compensation for TPD providing or furnishing services, Client shall pay TPD as set forth in TPD's Professional Services Agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise TPD in writing of the specific basis for doing so, and may withhold only that portion so disputed, and must pay the undisputed portion.

2. *Instruments of Service*

- a. All Documents are Instruments of Service. TPD shall retain the copyright thereto, and an ownership and property interest therein whether or not the project is completed.
- b. TPD grants Client a non-exclusive license to use the Instruments of Service solely and exclusively for the purpose of constructing, using, maintaining, altering and adding to the Project, provided that the Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. Client may make and retain copies of documents for information and reference in connection with use on the project by Client. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the specific project for which they were prepared or on any other project. Any such reuse or modification without written verification or adaptation by TPD, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to TPD or to TPD's Consultants. Client shall defend, indemnify and hold harmless TPD and TPD's Consultants from all claims, damages, losses, economic damages and expenses, including attorneys' fees arising out of or resulting from such reuse or modification.

3. *Standard of Care*

TPD will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily used by members of the subject profession currently practicing in the same locality under similar conditions. No other representation and no warranty or guarantee, express or implied, is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

4. *Limitation of Liability*

- a. To the fullest extent permitted by law, the total liability in the aggregate, of TPD and TPD's officers, directors, employees, agents, and independent professional associates, and any of them, to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to TPD's services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of this Agreement, misrepresentation, or breach of warranty of TPD or TPD's officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the total compensation received by TPD under this Agreement or \$50,000 whichever is greater.
- b. Client and TPD agree to a mutual waiver of special, incidental, indirect, or consequential damages including but not limited to defense costs, attorney's fees, loss of profits, loss of use arising out of, resulting from, or in any way related to the project or this Agreement.

- c. TPD shall not be responsible for any acts or omissions, or accuracy of data and or information supplied upon which TPD may rely, of any Client, contractor, subcontractor, or supplier, or any agents or employees or any other persons acting on behalf of Client, contractor, subcontractor, or supplier; or for any decision made on interpretations or clarifications of information supplied by Client, contractor, subcontractor, or supplier without consultation and advice of TPD.

5. *Termination*

- a. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay TPD for its services is a substantial failure to perform and a basis for termination.
 - b. By TPD:
 - 1) upon written notice if Client demands that TPD furnish or perform services contrary to TPD's responsibilities as a licensed professional; or
 - 2) upon written notice if TPD's services are delayed for more than 60 days for reasons beyond TPD's control.
 - c. TPD shall not be obligated to resume services under the Agreement until Client has paid all sums previously due and owed by Client.
 - d. TPD shall have no liability to Client on account of a termination for cause by TPD.
 - e. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 5.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice.
 - 2. For convenience, by Client effective upon TPD's receipt of written notice from Client.
- B. In the event of any termination under Paragraph 5, TPD will be entitled to invoice Client and to receive full payment for all services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the services, and TPD's consultants' charges, if any.

6. *Successors and Beneficiaries*

- a. TPD and Client each is hereby bound and the successors, executors, administrators, and legal representatives of TPD and Client are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- b. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or TPD to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client named in TPD's Professional Services Agreement and TPD and not for the benefit of any other party.

7. *Dispute Resolution*

Prior to the initiation of any legal proceedings, Client and TPD agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

8. *General Conditions*

- a. TPD shall complete its services in accordance with the schedule identified in the Professional Services Agreement or if no time period is specified, within a reasonable period of time.
- b. If, through no fault of TPD, such periods of time or dates are changed, or the orderly and continuous progress of TPD's services is impaired, or TPD's services are delayed or suspended, then the time for completion of TPD's services, and the rates and amounts of TPD's compensation, shall be adjusted equitably.
- c. TPD shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall TPD have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. TPD shall not be responsible for the acts or omissions of any Constructor. TPD neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- d. TPD's opinions (if any) of probable construction cost are to be made on the basis of TPD's experience, qualifications, and general familiarity with the construction industry. However, because TPD has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, TPD cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by TPD. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate.
- e. If any term or provision of this Agreement shall be held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.
- f. This Agreement is to be governed by the law of the state in which the project is located.

9. *Total Agreement*

- a. This Agreement (together with any expressly incorporated attachments), constitutes the entire agreement between TPD and Client and supersedes all prior written or oral understandings. This Agreement may only be amended or modified by a TPD representative.
- b. Signatures transmitted via facsimile or in PDF format by electronic mail shall be binding upon the parties hereto with the same force and effect as original signatures.
- c. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all counterparts together shall constitute one and the same instrument and may be transmitted electronically with the same legal effect as if manually signed originals had been delivered.

{Continue to next page for Authorization Page}

AUTHORIZATION PAGE

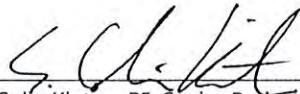
Confidentiality

Client agrees that the Scope of Services and related provisions included in this Agreement represent a valuable and unique work product developed by TPD specifically for this project, which may not be used or disclosed by Client for any purpose without TPD's express consent in writing. This specifically precludes Client from utilizing the enclosed Scope of Services for the purpose of soliciting competitive bids from other engineering companies, unless TPD has been compensated for our services in developing the Scope of Services and related provisions. Client also agrees to keep the terms of this Agreement confidential, and that any unauthorized use or disclosure of TPD's Agreement, Standard Terms and Conditions, or related rate schedule constitutes a violation of applicable state laws, regarding, without limitation, unfair competition, misappropriation, and trade secrets.

Client Acceptance of Services Agreement

TPD's offer of services under this Agreement shall remain valid for thirty (30) calendar days from the date of this Agreement. Acceptance of the Agreement after the end of the thirty (30) day period shall be valid only if TPD elects, in writing, to reaffirm the Agreement, and waives its right to re-evaluate and resubmit the Agreement. In order for TPD to begin our services, we request that Client review this Agreement and return the signed authorization and retainer fee to our office.

This Services Agreement prepared by:
Traffic Planning and Design, Inc. (TPD)



S. Colin Kinton, PE, Senior Project Manager
ckinton@trafficpd.com

Client Authorization (MCGI.00008 – Carson Convenience Center Driveway Design)

Client authorizes TPD to proceed with the services as described within this Agreement:

Signature: _____

Name (Please Print): _____

Position: _____ Firm: _____

Date: _____ E-mail Address: _____

Phone Number: _____

Please retain one copy for your file and forward an executed copy to TPD (emailed pdf preferred).

Traffic Planning and Design, Inc. (TPD)
80 Charlotte Street, Suite 40
Asheville, NC 28801
Phone 828.575.0133
www.trafficpd.com



Macon County Department of Solid Waste Management

109 Sierra Drive, Franklin, North Carolina 28734

Phone: (828) 349-2100; Fax: (828) 349-2185

Email: estahl@maconnc.org

To: Macon County Board of Commissioners

From: Chris Stahl, Director of Solid Waste Management

RE: Solid Waste Agenda Item – Approval of Recommendation of RFQ #03-4712q

On October 10, 2022, Macon County posted a Request for Qualifications for engineering services related to a major modification to the Macon County MSW Landfill – Permit #57-03. This modification is required by NCDEQ when the owner increases the capacity in a landfill by more than 10 percent. The nature of the increase via vertical expansion is explained in the body of the Board Agenda Item submitted on November 1, 2022. The request period ended at 4:00pm on November 3, 2022.

Only one Statement of Qualifications was submitted by McGill Associates/Bunnell Lammons Engineering. After review, the submittal was found to be responsive to all requirements of the RFQ. Therefore, it is the recommendation of the Review Committee that the Macon County Board of Commissioners approve McGill Associates/BLE to provide engineering services for the re-permitting of the Macon County MSW Landfill based on a major modification of the Landfill; and, authorize the County Manager to negotiate and enter into a contract(s) with McGill Associates/BLE for the same.BOC



Macon County

Permitting and Design Services for the Vertical
Expansion to Phase 2 Waste Area at Macon County
MSW Landfill (RFQ No. 03-4712q)

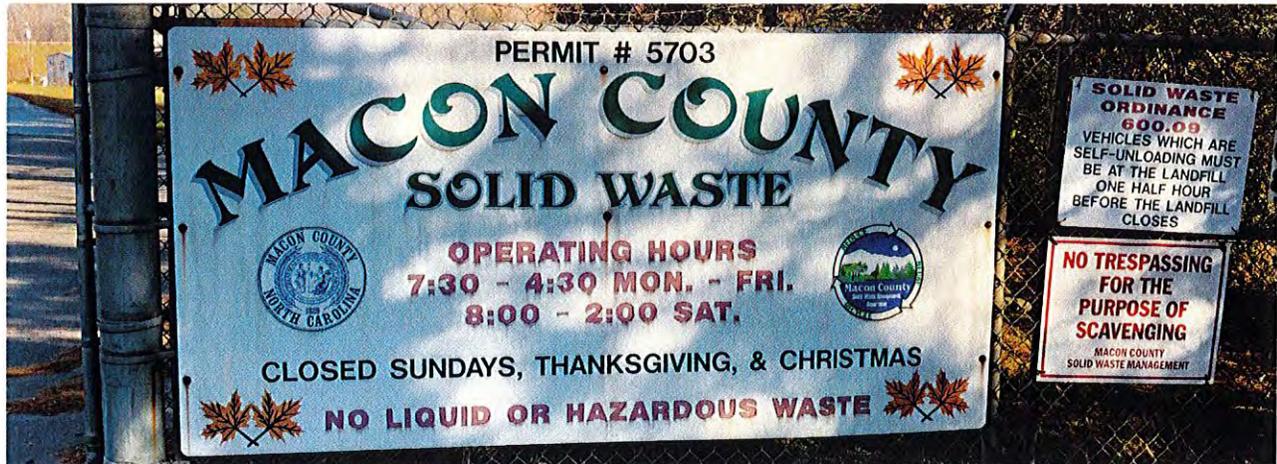


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PREPARED FOR

Lindsay Leopard
Accountant / Purchasing Agent
Macon County Finance Department
5 West Main Street
Franklin, NC 28734

PREPARED BY

McGill Associates, PA
55 Broad Street
Asheville, NC 28801
828.252.0575
mcgillassociates.com

November 3, 2022

Lindsay Leopard
Accountant / Purchasing Agent
Macon County Finance Department
5 West Main Street
Franklin, NC 28734

RE: Statement of Qualifications
Permitting and Design Services for the Vertical Expansion to Phase 2 Waste Area at Macon County MSW Landfill (RFQ No. 03-4712q)

Dear Lindsay Leopard:

McGill is Macon County's partner for solid waste projects, and our team of professionals is uniquely qualified to provide outstanding assistance to the County. McGill, along with our team member — Bunnell Lammons Engineering (BLE) — have extensive experience in solid waste engineering design and permitting, as well as familiarity with Macon County and are in close proximity to the landfill site.

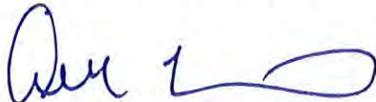
McGill was founded in 1984 on principles of service and client loyalty, which continue to drive our organization today. We develop strong working relationships with our clients, earning their confidence and respect by exhibiting professionalism, personal integrity, innovation, and character. We would be pleased to work with Macon County to provide the services outlined in the Request for Qualifications (RFQ). For this SOQ, we have compiled our solid waste team to provide the services requested, as outlined herein, including these unique qualifications:

- McGill has been associated with the Macon County MSW Landfill since 1995 and was involved in the original permitting and design of phase 2.
- McGill has over 38 years of professional engineering services experience. We have completed numerous solid waste projects that include landfill closure design, permitting, bidding and award, and construction phase assistance for both MSW and construction and demolition waste landfills.
- To supplement our team of experts, we have chosen to team with BLE for geotechnical services and Ed Holmes & Associates Land Surveyors for surveying, utilizing staff that have previously worked with Macon County on this project. BLE was founded in 1996 and provides quality environmental, geotechnical, geological soil testing, and construction materials engineering services to clients. BLE is dedicated to the pursuit of technical excellence with uncompromising commitment to business and personal ethics and will provide geotechnical and geological stability analysis expertise to our team.

- Our additional solid waste services include master planning, landfill gas-to-energy facilities, transfer stations, material recovery facilities and recycling centers, financial analysis, capital improvement planning, environmental assessments, preliminary engineering, cost estimating, permitting and regulatory compliance, constructability review, pre-bidding services, bidding and contracting services, and construction administration and observation.
- We have the knowledge, experience, and necessary resources needed to complete projects on time and within budget. We are confident that our qualifications, knowledge of North Carolina solid waste regulations, and overall approach are reflective of our ability to successfully perform the needed engineering services within the County's time frame and budget.
- Our team is well-rounded and comprehensive. Due to the complexity of solid waste initiatives, we recognize the importance of clear lines of communication and immediate access to the necessary resources. Mark Cathey, Solid Waste Practice Area Lead, who has more than 26 years of solid waste experience in North Carolina, will be the primary point of contact for communication with the County.

Finally, and perhaps the most important factor, is our sincere desire to continue our working relationship with Macon County. We pride ourselves on long-term client relationships that are maintained and upheld by our responsiveness and quality of work product provided. Our team will provide the specific expertise that you need for this project and will work seamlessly with your solid waste department. If you have any questions, please contact us at 828.252.0575. Thank you for your consideration.

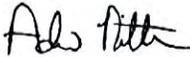
Sincerely,
MCGILL ASSOCIATES, PA

A handwritten signature in blue ink, appearing to read 'Andy C. Lovingood'.

ANDY C. LOVINGOOD, PE
President

B | Experience of Firm and References

State Licenses

	NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS 4601 Six Forks Rd Suite 310 Raleigh, North Carolina 27609		
McGill Associates, P.A. PO Box 2259 Asheville, NC 28802			
This is to Certify that:			
McGill Associates, P.A. is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice engineering and land surveying under the provisions of Chapter 89C and 55B of the General Statutes of North Carolina.			
This authorization must be renewed annually, and expires on June 30, 2023			
License No. : <u>C-0459</u>			
	THE NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS  Executive Director		
POST IN PLACE OF BUSINESS			
Issued 06/07/2022			
Telephone (919) 791-2000	FAX (919) 791-2012	EMAIL Address ncbels@ncbels.org	WEB Site www.ncbels.org

Note: McGill is no longer licensed to provide surveying services in North Carolina (a copy of the new license will be issued soon).





NORTH CAROLINA BOARD OF EXAMINERS
FOR ENGINEERS AND SURVEYORS
4601 Six Forks Rd Suite 310
Raleigh, North Carolina 27609

Bunnell-Lammons Engineering, Inc.
Attn: Richard Hall
6004 Ponders Court
Greenville, SC 29615

This is to Certify that:

Bunnell-Lammons Engineering, Inc. is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice *engineering* under the provisions of Chapter 89C and 55B of the General Statutes of North Carolina.

This authorization must be renewed annually, and expires on June 30, 2023

License No. : **C-1538**



THE NORTH CAROLINA BOARD OF
EXAMINERS FOR ENGINEERS
AND SURVEYORS

Adel Pitts
Executive Director

POST IN PLACE OF BUSINESS

Issued 06/13/2022

Telephone
(919) 791-2000

FAX
(919) 791-2012

EMAIL Address
ncbels@ncbels.org

WEB Site
www.ncbels.org



NORTH CAROLINA BOARD OF EXAMINERS
FOR ENGINEERS AND SURVEYORS
4601 Six Forks Rd Suite 310
Raleigh, North Carolina 27609

Ed Holmes and Associates Land Surveyors, PA
PO Box 17335
Asheville, NC 28816

This is to Certify that:

Ed Holmes and Associates Land Surveyors, PA is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice *land surveying* under the provisions of Chapter 89C and 55B of the General Statutes of North Carolina.

This authorization must be renewed annually, and expires on June 30, 2023

License No. : **C-2806**



THE NORTH CAROLINA BOARD OF
EXAMINERS FOR ENGINEERS
AND SURVEYORS

Adel Pitts
Executive Director

POST IN PLACE OF BUSINESS

Issued 06/29/2022

Telephone
(919) 791-2000

FAX
(919) 791-2012

EMAIL Address
ncbels@ncbels.org

WEB Site
www.ncbels.org

North Carolina Board for Licensing of Geologists

P.O. Box 41225 • Raleigh, North Carolina 27629-1225

Phone: (919) 850-9669 • Email: contact@ncblg.org

Bunnell-Lammons Engineering, Inc.

Holds license No C-284
Issued by the North Carolina Board
for Licensing of Geologists

Valid 02/01/1999 to 06/30/2023



Relevant Project Examples



Macon County

Design and Permitting: Phase 3 of MSW Landfill

McGill and BLE prepared plans to permit and construct an eight-acre Subtitle D waste area. The project consisted of preparing a master plan for the new area, detailed design, and permit modifications requiring expansion of the leachate collection system, environmental review and permitting, updating the site study, and preparing an alternative site analysis. Phase 3 of the MSW landfill was designed and permitted and construction was completed in 2018.

MSW Landfill Site Study

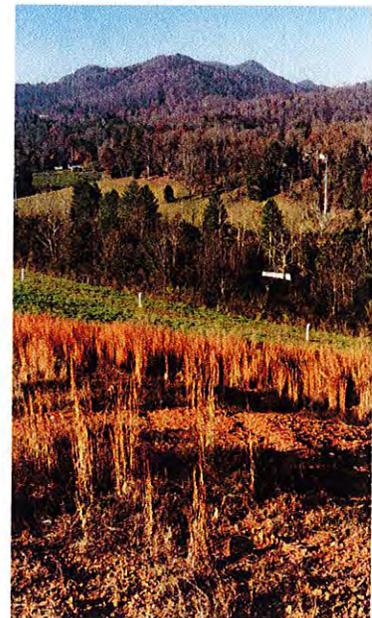
McGill and BLE prepared an updated site study to expand the existing Macon County MSW Landfill to add additional properties and expand the landfill footprint.

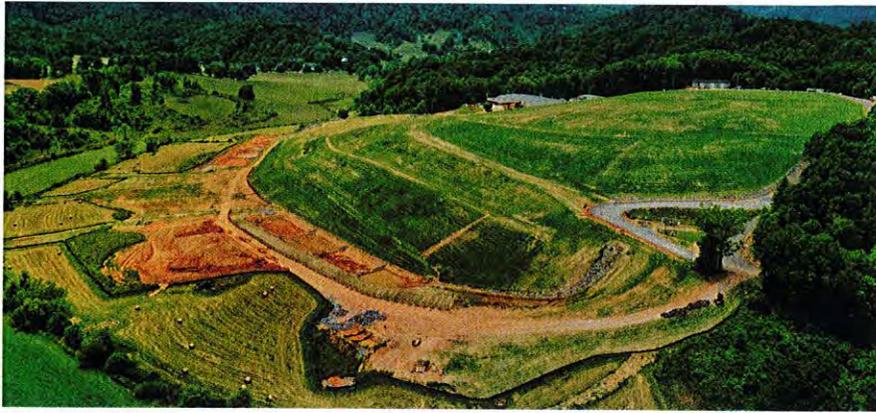
Landfill Master Plan

McGill prepared a long-term site plan for the Macon County MSW Landfill. The plan considered alternatives for the development of the site, recommended additional property acquisitions, and proposed the sequencing of Subtitle D cell development and the location of other facilities, including leachate collection, recycling, waste transfer facilities, and waste baling facilities.

Client Reference

Chris Stahl
Solid Waste Director
828.349.2100



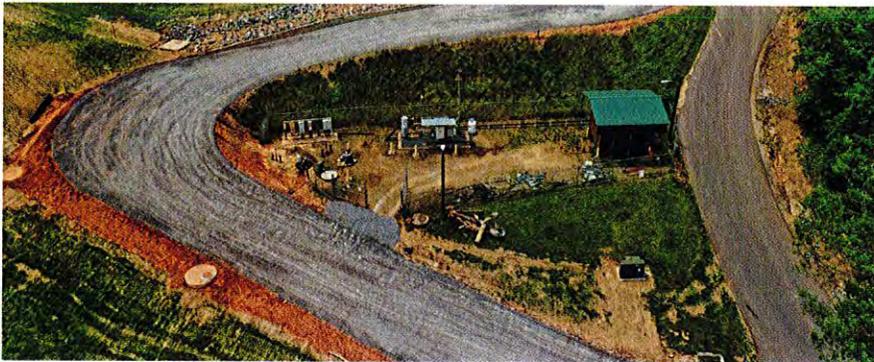


Client Reference
David Francis
Program Administrator
828.356.2602

Francis Farm Landfill – Synthetic Closure Cap

Haywood County

The Francis Farm Landfill (FFLF) assessment of corrective measures (ACM) resulted in a corrective action plan (CAP) being prepared for the landfill. The selected corrective action was the installation of a synthetic cover over the closed, unlined landfill and purchase of neighboring properties to increase the waste area buffer and compliance boundaries. This CAP project was designed and permitted by McGill and BLE in 2017 and construction began in June 2020. The project included placement of a synthetic cover, relocation of access to a bus maintenance garage that supports the county school system, installation of a new gas collection system to replace the existing system – which will be abandoned during cap placement – refurbishment of landfill gas collection wells, leachate dewatering pumps, and leachate collection systems.



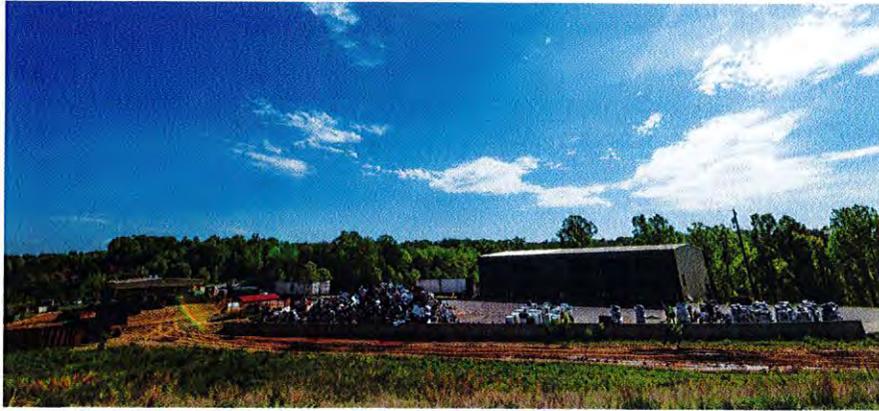
Client Reference
David Francis
Program Administrator
828.356.2602

Francis Farm Landfill – Gas-to-Energy System

Haywood County

McGill designed and provided permitting services to a landfill gas collection and combustion system at the closed FFLF. The project consisted of landfill gas collection piping and appurtenances, a skid-mounted landfill gas blower and flare package, and an engine and generator unit complete with utility compliant switchgear. The system allows Haywood County to capture methane gas and power the engine and generator unit to produce electricity for sale to the local Electric Membership Corporation. The project was funded in part by a \$1 million grant from the North Carolina State Energy Office as a part of its Energy Efficiency and Conservation Plan.





Client Reference

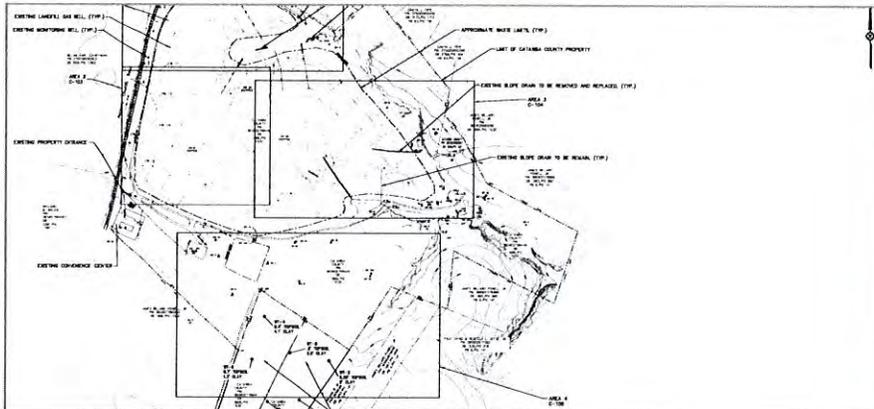
Jim Kilgo
Director of Solid
Waste Services
Rutherford County
828.287.6002

David Odom, PE
President / Founder of
Odom Engineering, PLLC
828.247.4495

Construction and Demolition (C&D) Landfill Expansion

Rutherford County

McGill is working with the County on the development of a ten-year capacity construction and demolition waste landfill. Our services include all phases of development, including site study update; design and permitting; permit to construct application to North Carolina Department of Environmental Quality (NCDEQ); construction bid documents; construction advertising, bidding, and award assistance; construction administration and construction quality assurance; and permit to operate documentation. The project is located in a challenging topographic setting typical of landfill development in western North Carolina.



Client Reference

Rodney Hamby
Landfill Supervisor
704.462.1348

Bethany Church Road (Newton) Landfill – Closure Cap

Catawba County

McGill assisted Catawba County by developing conceptual plans and cost estimates to permit and construct repairs and reconstruction of the landfill cap on a 60-acre closed landfill. Our detailed preliminary analysis included topographic and property survey, a soil borrow study, and a detailed report to address cap improvements at the closed landfill.





Client Reference

Marcus Jones, PE
Director of Engineering
and Facility Services
828.694.6526

Stoney Mountain Road Landfill Convenience Center

Henderson County

McGill prepared the redesign of the entrance facilities and citizens' convenience center at the Stoney Mountain Road Landfill facility, including the addition of new entrance permitting with the North Carolina Department of Transportation (NCDOT). The new entrance included new inbound and outbound scales and a bypass lane for commercial tared customers, which greatly increased traffic efficiency and eliminated previous congestion on Stoney Mountain Road. The entrance also included a new scale house to serve the County's transfer station facility. The relocation of the citizens' convenience center away from the commercial waste collection vehicle traffic was of prime importance to the County for safety and access reasons. The new convenience center site was ultimately chosen on top of an adjacent closed landfill cell. The site includes a covered structure for the collection of such items as waste oil and oil filters, antifreeze, batteries, and electronics. The existing pre-fabricated household hazardous waste (HHW) collection facility was relocated to a designated location within the site.

Facility Stormwater Pond Improvements

Watauga County

The County utilized a single stormwater pond located at the lowest elevation of its utilized property to manage stormwater that flowed from its property. The pond was in desperate need of repair and was also showing signs of maintenance neglect, relative to the riser structure being non-existent and the emergency overflow not being properly constructed. We designed an expanded capacity pond inclusive of a new combined outlet / emergency overflow outlet structure. The pond also included a forebay for improved treatment and ease of maintenance, which will act as a temporary structure during rebuild of the primary pond. The

Client Reference

Rex Buck
Operations Services
Director
828.264.5305



Highway 209 Convenience Center Haywood County

Client Reference: David Francis, Program Administrator; 828.356.2602

Our team developed a new convenience center on property owned by Haywood County Schools to replace the existing convenience center along Highway 209. McGill proposed a site with a new entrance to provide vehicle storage and avoid highway congestion, two MSW compactors, a recycling material compactor, an open-top roll-off container for bulky material, an oil drop-off station, attendant hut, site lighting, and a portable toilet — all within a paved fenced in area. For this project, McGill provided design, permitting, bidding and award, and construction administration and observation.

Blackburn Resource Recovery Facility — Landfill Design, Permitting, and Construction, Multiple Phases Catawba County

Catawba County

Client Reference: Rodney Hamby, Landfill Supervisor; 704.462.1348

McGill prepared design and permitting documents for the first Subtitle D cell and the first piggy-back MSW cell in the County. This has included 4 separate landfill expansion projects for Units 2 and 3 from 1998 to 2009.

CoGeneration Facility General Services Catawba County

Client Reference: Rodney Hamby, Landfill Supervisor; 704.462.1348

McGill developed the civil site plan for the addition of future gas generators. The site plan was developed to avoid area of gas condensate contamination in case future remedial action was required at the location of a leak.

MSW Transfer Station Madison County

Client Reference: Sam Lunsford, Solid Waste Director; 828.649.2311

McGill designed a solid waste transfer station to permit the County to close its landfill and haul its waste to another disposal site. The project included site design, transfer station design, erosion control, stormwater, on-site utilities, bidding services, construction administration, and financial services.

MSW Landfill Closure: McGill designed, permitted, and provided construction administration services for Subtitle D landfill closure.

Construction / Demolition Design and Permitting:

McGill performed testing, field investigation, and developed design drawings for permitting a new landfill cell.

C&D Landfill Phase 5 and 6 Buncombe County

Client Reference: Dane Pedersen, Director of Solid Waste, 828.250.5460

McGill prepared permit drawings for modifying phase 5 and the development of phase 6 of the County's construction and demolition landfill, including design hydrogeological report for phase 6. The project also included updating the operations plan and the closure and post closure plan narratives, as well as updating the engineering drawings. Our services also included detailed design of vertical expansion, stormwater management system update, slope stability analysis, new access road, construction administration, and construction quality assurance.



References

Catawba County

Rodney Hamby, Landfill Supervisor
Post Office Box 389
Newton, NC 28658
rhamby@catawbacountync.gov
704.462.1348

Haywood County

David Francis, Program Administrator
215 North Main Street
Waynesville, NC 28786
david.francis@haywoodcountync.gov
828.356.2602

Watauga County

Rex Buck, Operations Services Director
336 Landfill Road
Boone, NC 28607
rex.buck@watgov.org
828.264.5305

Buncombe County

Dane Pedersen, Solid Waste Director
81 Panther Branch Road
Alexander, NC 28701
dane.pedersen@buncombecounty.org
828.250.5460

North Carolina Department of Environmental Quality

Allen W. Gaither, PE, Environmental Engineer
2090 US Highway 70
Swannanoa, NC 28778
allen.gaither@ncdenr.gov
828.296.4703

Henderson County

Marcus Jones, PE, Director of Engineering
1 Historic Courthouse Square, Suite C
Hendersonville, NC 28792
mjones@hendersoncountync.gov
828.694.6526

History of Litigation

We are a large and diversified consulting firm with multiple offices spread over three states, handling hundreds of projects throughout the Southeast. Although litigation is an increasing fact of life in the construction industry, McGill's claim to project ratio is extremely low. Over the past five years, McGill has been involved with six claims set forth below. Three claims have been resolved out of court, one is currently pending, and two are in negotiations of settlement without legal suits being filed. All claims resolved by mediation contain non-disclosure language that prevents us from releasing the actual terms of settlement.



C | Team Organization, Management, and General Qualifications

Contact



Mark Cathey, PE
Principal / Vice President /
Solid Waste Practice Area Lead
mark.cathey@mcgillassociates.com

How We're Different

McGill serves public and private clients throughout the Southeast. The range and depth of McGill's expertise includes a wide spectrum of engineering services, land planning and recreation, as well as consulting services.

Our foundation is built on creating comprehensive solutions in a personal way. Collaboration is the key to our success and clients are an integral part of every project at McGill. By building lasting relationships with communities, we understand our clients' visions and project goals. Our dedicated project team focuses on delivering a customized solution for each unique community.

We help our clients identify challenges, formulate responsive solutions, and manage successful project completion. Through partnership, we shape the best results for each client and community.

At a Glance

Legal Name: McGill Associates, PA
Incorporated / Year: 1984
Business Type: Corporation
Number of Offices: 7
Number of Employees: 144

Locations



Local Office:

55 Broad Street
Asheville, NC 28801
828.252.0575

What We Do

-  Solid Waste
-  Water and Wastewater
-  Civil Engineering
-  Water Resources
-  Electrical Engineering
-  Mechanical, Electrical, and Plumbing
-  Construction Administration
-  Land Planning and Recreation
-  Environmental
-  Consulting Services



Subconsultants



**BUNNELL
LAMMONS
ENGINEERING**

Contact

Andrew Alexander, PG, RSM
BLE Services Lead
andy.alexander@blecorp.com

Office Location

130 Oval Road, Suite 200, Arden, NC 28704
800.249.0176 | blecorp.com

BLE provides engineering and environmental solutions for projects in commercial, industrial, institutional, and infrastructure markets. The firm's services include environmental consulting and engineering, geotechnical engineering, construction engineering and inspections, and construction materials testing. Utilizing a team approach, BLE provides clients with the technical expertise required to successfully complete each project. Founded in 1996, the firm is headquartered in Greenville, South Carolina, with offices in Columbia, South Carolina, Charleston, South Carolina, and Arden, North Carolina.

BLE is staffed and equipped to provide trained, experienced, and courteous inspectors and engineering technicians to perform all required testing. The firm also provides prompt engineering consultation, when requested, and has technicians certified by AWS, ACI, ASNT, ICC, SC LLR, and NICET.



Macon County Landfill

Geotechnical Services

- Site exploration
- Soil and rock testing
- Shallow and deep foundation design
- Settlement evaluation of foundations and embankments
- Seismic evaluation
- Slope stability and seepage modeling
- Instrumentation and special testing
- Reinforced earth and mechanically-stabilized (MSE) wall design
- Construction engineering and inspection (CE/I)

Other Services

- Construction quality assurance
- Landfill gas monitoring and reporting
- Groundwater monitoring and reporting
- Hydrogeological engineering
- Environmental monitoring
- Environmental compliance
- Environmental corrective action



Contact

Joshua Holmes, PLS
President

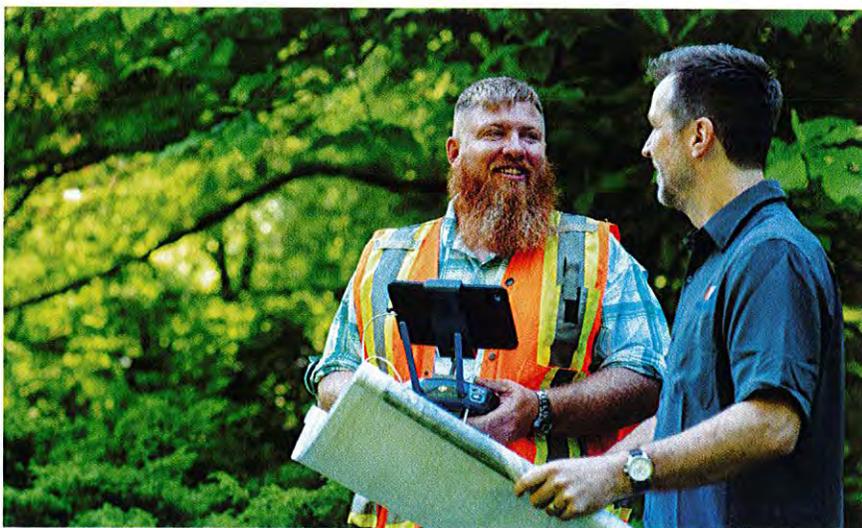
josh@edholmessurveying.com

Office Location

200 Ridgefield Court, Suite 208, Asheville, NC 28806
828.225.6562 | edholmessurveying.com

Ed Holmes & Associates Land Surveyors, PA (Ed Holmes & Associate) was founded on principles of service and client loyalty in Asheville, North Carolina 17 years ago. Those principles continue to drive the company today with over 50 employees of which 14 are Licensed Professional Land Surveyors in 4 states with over 200 years of combined experience. We develop strong working relationships with our clients, earning their confidence and respect by exhibiting professionalism, personal integrity, innovation, and character.

In addition to the key personnel listed, Ed Holmes & Associates' resources include CAD operators, field technicians, and multiple licensed mapping professionals that all comprise the largest surveying firm in the region.



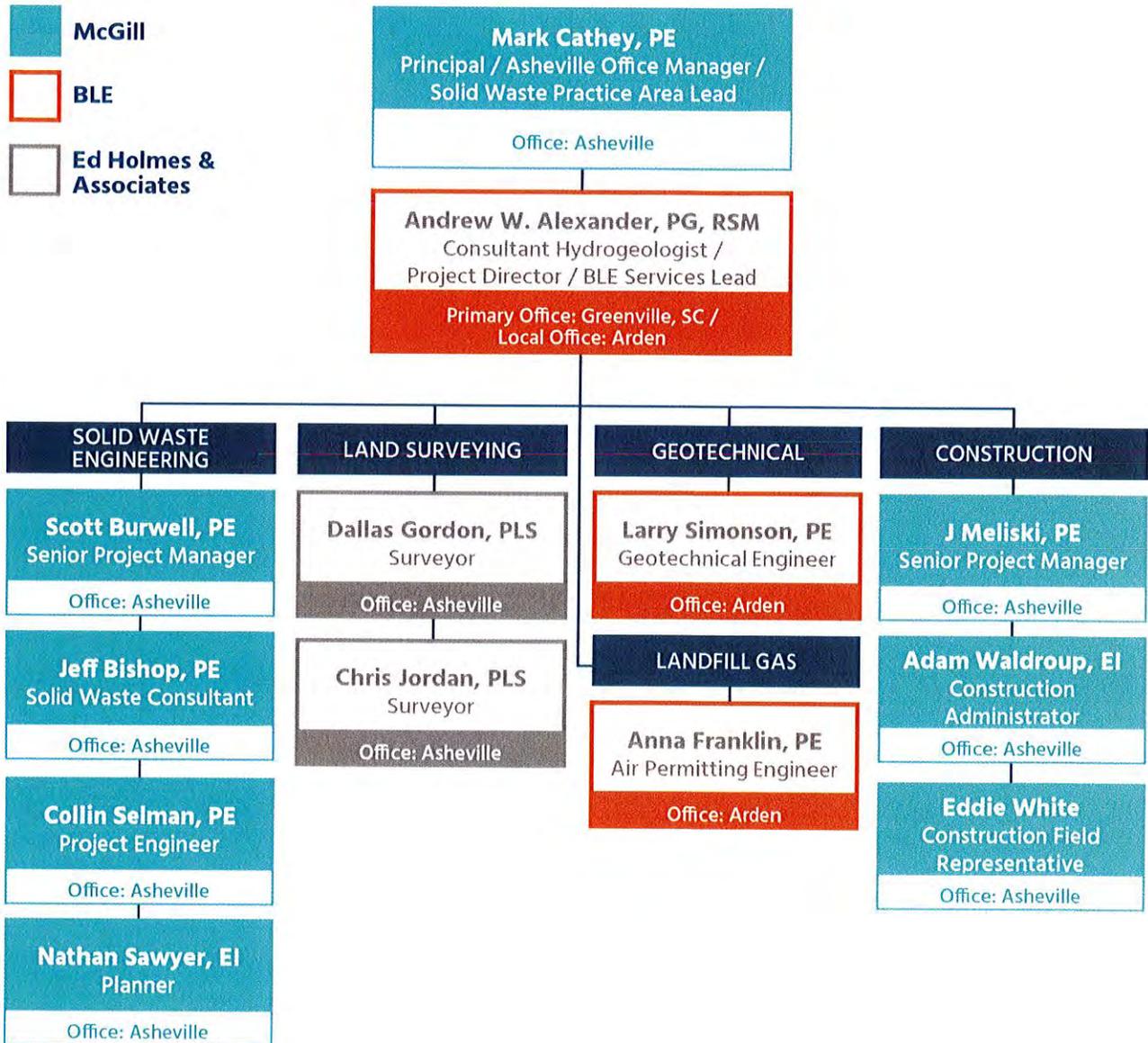
Survey team members Chris Jordan and Dallas Gordon

Services

- Boundary surveys
- Subdivision platting
- Condominium surveys
- High definition laser scanning
- Topographic location surveys
- ALTA surveys
- GPS services
- Construction surveying
- Elevation certificates
- Settlement monitoring
- As built surveys
- Utility easements
- Conservation easements
- Route surveying
- Right-of-way retracement
- Recombination surveys
- UAVs
- Photogrammetry
- Aerial mapping
- High-order geodetic survey control

Team Overview

Our goal in assembling the proposed team outlined below is matching the individual and team qualifications with the expertise and experience appropriate for this project. Our comprehensive project team approach is particularly appropriate for projects where coordination, scheduling, and efficiency are important considerations.



Availability

McGill works within strict schedules to meet project deadlines and objectives. We want to work on this important project and are prepared to adjust our work program to meet your project’s scheduling needs. We understand how important it is to stay on schedule and on budget. This proposal is intended to demonstrate that:

- We have the qualifications and expertise to plan, design, permit, and execute this project.
- We have the capability and availability to achieve the tasks outlined in our proposal, within a prescribed time frame.
- We have a proven record of success for similar previous projects.
- Our personnel and resources are accessible and our proximity to the project can facilitate timely and efficient working conditions and communication.

Workload Chart

Project Name	Client	Expected Completion Date	Project Type
Bethany Church Road Landfill Cap Improvements	Catawba County	November 2022	Solid Waste
Madison County Solid Waste Permit Renewal	Madison County	November 2022	Solid Waste
Landfill Gas Phase 2 Corrective Action	Clay County	December 2022	Solid Waste
Dam Restoration and Reconstruction	City of Boiling Spring Lakes	December 2022	Public
C&D Landfill Lateral Expansion	Rutherford County	December 2022	Solid Waste
FY 2022 Landfill Gas Collection System Expansion	Catawba County	December 2022	Solid Waste
Hazelwood Convenience Center	Haywood County	June 2023	Solid Waste
Scale Improvements	Watauga County	July 2023	Solid Waste
Jonas Ridge Convenience Center and Park Phase 1	Burke County	October 2023	Solid Waste
Bobby N. Setzer State Fish Hatchery	North Carolina Wildlife Resource Commission	June 2024	Public
Cell 2 Closure	Macon County	December 2026	Solid Waste

D | Individual Qualifications



Mark Cathey, PE

Principal / Asheville Office Manager / Solid Waste Practice Area Lead

Mark Cathey is the lead for all solid waste projects completed by McGill and will be your primary contact for all solid waste projects and operational questions. He has over 25 years of design, permitting, planning, construction quality assurances (CQA), regulatory, and quality assurance and quality control (QA / QC) experience in the solid waste industry. Mark is actively involved in every solid waste project to confirm that the project objectives and approach are well defined and achieved.

Education

BS, Civil Engineering,
Clemson University

Professional Licensure

PE NC #24993
PE TN #00114634
PE SC #28749
PE VA #054639

Professional Associations

- Solid Waste Association of North America (SWANA)
- American Public Works Association (APWA)
- American Water Works Association (AWWA)

Years of Experience

28

Years with McGill

23

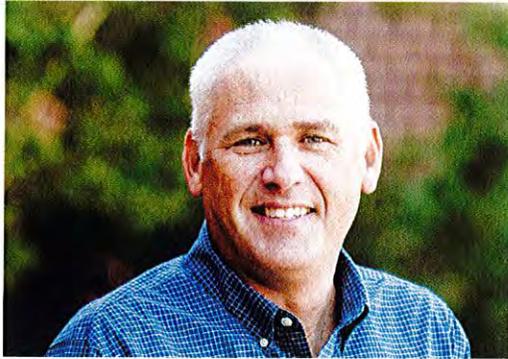
Specializations

- Solid waste engineering
- Solid waste planning
- QA / QC

Related Experience

- Design and Permitting: Phase 3 of MSW Landfill, Macon County
- MSW Landfill Site Study, Macon County
- Landfill Master Plan, Macon County
- Construction and Demolition (C&D) Landfill Expansion, Rutherford County
- Francis Farm Landfill – Synthetic Cover Cap, Haywood County
- Francis Farm Landfill – Gas-to-Energy System, Haywood County
- Bethany Church Road (Newton) Landfill, Catawba County
- Highway 209 Convenience Center, Haywood County
- Blackburn Resource Recovery Facility – Landfill Design, Permitting, and Construction, Multiple Phases, Catawba County
- MSW Transfer Station, Madison County
- 2021 Landfill Capacity Analysis, Catawba County
- Landfill Gas Remediation Plan, Clay County





Andrew W. Alexander, PG, RSM

Consultant Hydrogeologist / Project Director / BLE Services Lead

Andrew Alexander currently serves as a consultant hydrogeologist specializing in solid waste facility siting, environmental assessments, remediation and compliance. Projects include landfill siting and expansions, soil and groundwater contaminated with petroleum hydrocarbons, chlorinated solvents, and metals by landfill gas and landfill leachate, and also include numerous ACM and CAP projects.

In addition, Andrew has prepared permits and other regulatory documents including alternate source demonstrations (ASD), water quality monitoring plans (WQMP), landfill gas monitoring plans (LFGMP), alternate groundwater protection standards (AGWPS), storm water pollution prevention plans (SWPPP), and spill prevention, control, and countermeasure plans (SPCC) for a wide variety of industrial, private, and public-sector clients.

Related Experience

- Landfill Cap Borrow Study and CQA, Haywood County
- ACM, Haywood and Macon County
- CAP, Haywood and Macon County
- Water Quality Monitoring Plan, Macon and Buncombe County
- Landfill Gas Monitoring Plan, Macon and Buncombe County
- Site Hydrogeological Report, Macon County
- Design Hydrogeological Report, Macon County
- Design Hydrogeological Report, Rutherford County

Education

Graduate Studies, Geology and Hydrogeology, Texas A&M University

BS, Geology, University of South Carolina

Professional Licensure

PG NC #1475

PG SC #2028

PG TN #3726

PG GA #1485

PG IN #2131

PG AL #1431

PG LA #1101

PG MS #0924

PG FL #1934

Registered Site Manager: NC

Years of Experience

32

Years with BLE

26





Scott Burwell, PE

Senior Project Manager

Scott Burwell has experience providing engineering design and construction administration services for a wide range of projects, including solid waste and civil engineering. His construction engineering and management education and design experience enables him to fully understand the design aspects with the many construction coordinating and oversight issues related to projects. Scott understands the importance of protecting the client’s interest during design and construction, and he ensures that plans and specifications are developed that can be constructed.

Education

BS, Construction Engineering and Management, North Carolina State University

Professional Associations

- SESWA
- SWANA

Professional Licensure

PE: NC #039177

Related Experience

- Design and Permitting: Phase 3 of MSW Landfill, Macon County
- C&D Landfill Expansion, Rutherford County
- Francis Farm Landfill – Gas-to-Energy System, Haywood County
- Bethany Church Road (Newton) Landfill, Catawba County
- Highway 209 Convenience Center, Haywood County



Jeff Bishop, PE

Solid Waste Consultant

Jeff Bishop has extensive engineering experience with a wide range of solid waste projects. One of his greatest assets is his unique knowledge and experience in landfill planning and design. Jeff has a broad range of experience in water, wastewater, site planning and design, and stormwater management. He is a valued member of McGill’s professional management team. Jeff has demonstrated his innate capacity for effective client communication and responsive service. His extensive background with a multitude of civil engineering projects provides his clients with a unique blend of experience in both design and management of projects.

Education

BS, Civil Engineering Technology, Southern College of Technology
Coursework, School of Architectural Engineering, University of Georgia

Professional Association

- SWANA

Professional Licensure

PE: NC #023574

Related Experience

- Design and Permitting: Phase 3 of MSW Landfill, Macon County
- C&D Landfill Expansion, Rutherford County
- Francis Farm Landfill – Synthetic Cover Cap, Haywood County
- Francis Farm Landfill – Gas-to-Energy System, Haywood County





Collin Selman, PE
Project Engineer

Collin Selman has valuable experience in solid waste planning and enjoys working alongside consultants and local governments on the county and regional level. He is skilled in data management and geographic information systems (GIS).

Education

MBA, University of Arkansas
BS, Chemical Engineering, University of Arkansas

Professional Licensure

EI: MS #28045 (NC PE pending)

Related Experience

- C&D Landfill Expansion, Rutherford County
- Bethany Church Road (Newton) Landfill, Catawba County



Nathan Sawyer, EI
Planner

Nathan Sawyer has proven his value through his keen attention to detail and contribution to various significant projects.

Education

BS, Engineering Technology,
Western Carolina University

AAS, Engineering, Cuesta College

Professional Licensure

EI: CA #116992

Related Experience

- Design and Permitting: Phase 3 of MSW Landfill, Macon County
- C&D Landfill Expansion, Rutherford County
- Blackburn Resource Recovery Facility — Landfill Design, Permitting, and Construction, Multiple Phases, Catawba County



Dallas Gordon, PLS
Surveyor at Ed Holmes & Associates

Dallas Gordon oversees the daily administrative and technical activities within the survey division.

Education

BS, Building Construction, Auburn University

Professional Licensure

PLS: NC #L-4626, TN #1985, AL #24018

Professional Associations

ALSPLS, NCSOS, NSPS, TNAPS

Related Experience

- Design and Permitting: Phase 3 of MSW Landfill, Macon County
- Landfill Design, Permitting, and Construction: Blackburn Resource Recovery Facility (Multiple Phases), Catawba County



Chris Jordan, PLS, CFS
Surveyor at Ed Holmes & Associates

Chris Jordan has 18 years of experience in surveying and geographical mapping systems.

Education

AAS, Surveying Technology, Asheville-Buncombe Technical Community College

AAS, CAD Systems Management, Asheville-Buncombe Technical Community College

Professional Licensure

PLS: NC #L-4956, SC #29903; CFS #3930319

Professional Associations

NCSOS, NSPS

Related Experience

- C&D Landfill Expansion, Rutherford County
- Francis Farm Landfill — Synthetic Cover Cap, Haywood County





Larry Simonson, PE
Geotechnical Engineer at BLE

Larry Simonson has nine years of experience and specializes in geotechnical engineering and construction quality assurance.

Education

MS, Civil Engineering, Clemson University

BS, Civil Engineering, Clemson University

Professional Licensure

PE: NC #044736 (plus 7 other states)

Professional Associations

ASCE, INGSS, SWANA

Related Experience

- Francis Farm Landfill — Synthetic Closure Cap, Haywood County
- Landfill Geotechnical Analysis, Private Landfill, SC
- Landfill Slope Stability Analysis, Private Landfill, SC



Anna Franklin, PE
Air Permitting Engineer at BLE

Anna Franklin has over 19 years of regulatory and environmental consulting experience.

Education

MS, Environmental Engineering and Science, Clemson University

BS, Atmospheric Sciences, University of North Carolina at Asheville

Professional Licensure

PE: NC #046824 (plus 3 other states)

Professional Association

CAPCA

Related Experience

- Public Utility and Industrial Facility, Greenville, SC
- Concrete Batch Plants, Indian Land, SC
- Industrial Facilities, Greenville, SC



J Meliski, PE
Senior Project Manager

J. Meliski provides over 13 years of in-depth experience with municipal infrastructure design and construction projects.

Education

BS, Civil and Environmental Engineering, Georgia Institute of Technology

Professional Licensure

PE: NC #029887

Related Experience

- Francis Farm Landfill – Synthetic Closure Cap, Haywood County
- Bethany Church Road (Newton) Landfill, Catawba County
- Sediment Basin Improvements, Watauga County



Adam Waldroup, EI
Construction Administrator

Adam Waldroup is an effective communicator, exhibits a high degree of professionalism, and has a strong work ethic, which allows him to successfully complete the most difficult projects.

Education

BS, Civil Engineering Technology and Construction Management, University of North Carolina at Charlotte

Professional Licensure

EI: NC #A-29634

Professional Associations

NCAFPM, SESWA

Related Experience

- Francis Farm Landfill — Synthetic Closure Cap, Haywood County





Eddie White
Construction Field Representative

Eddie White has more than 25 years of experience directly related to the design and construction of civil and solid waste projects, in addition to water and wastewater projects. His experience in this region has enabled him to fully understand the many construction issues related to municipal projects in western North Carolina.

Education

IMSA Work Zone Temporary Traffic Program, Charlotte, NC

High school Diploma, Clyde A. Erwin High School

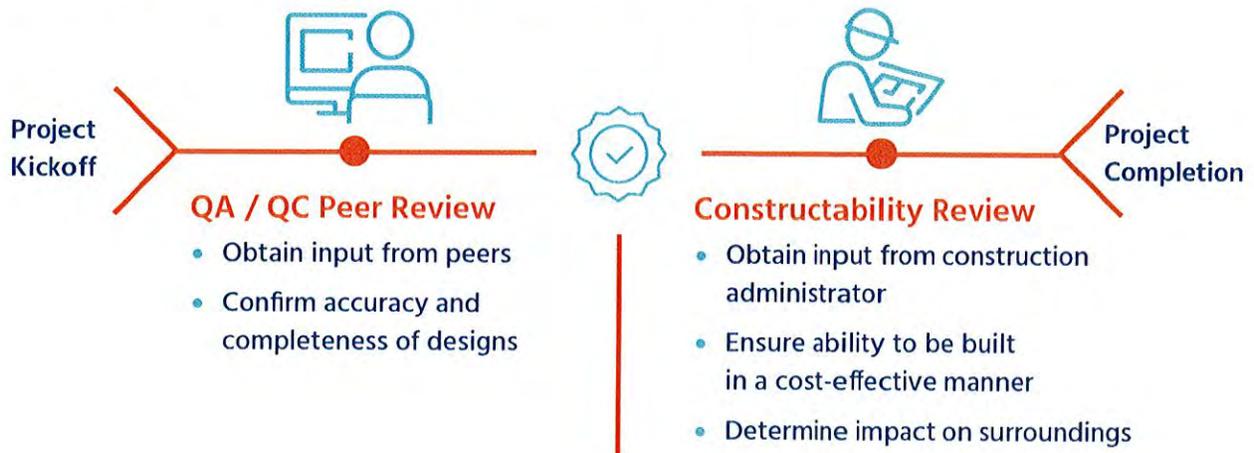
Related Experience

- Bethany Church Road (Newton) Landfill, Catawba County
- Francis Farm Landfill — Synthetic Closure Cap, Haywood County



We provide consistent and effective coordination throughout all steps of project development.

Quality Assurance / Quality Control



E | Insurance Requirements

Client#: 1170972
70MCGILASS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 4777 Sharon Rd., 4th Floor Charlotte, NC 28210 704 954-3000	CONTACT NAME: NC Cert Team PHONE (A/C No, Ext): 704 954-3000 FAX (A/C, No): 888-751-3197 E-MAIL ADDRESS: NCCertificateTeam@mcgriff.com														
INSURED McGill Associates PA P.O. Box 2259 Asheville, NC 28802	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Pennsylvania National Mutual Cas Ins Co</td> <td>14990</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C : Penn National Security Insurance Co</td> <td>32441</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Pennsylvania National Mutual Cas Ins Co	14990	INSURER B : Travelers Indemnity Company	25658	INSURER C : Penn National Security Insurance Co	32441	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDITIONAL INSURER	WV	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	x	x	CX90652915	04/23/2022	04/23/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	x	x	AX90652915	04/23/2022	04/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			UL90652915	04/23/2022	04/23/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		x	UB9S3489772247G	01/23/2022	01/23/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**** Supplemental Name ****
 McGill Associates PA
 McGill Associates PA INC
 McGill Associates PSC
 (See Attached Descriptions)

CERTIFICATE HOLDER McGill Associates PA 55 Broad Street P.O. Box 2259 Asheville, NC 28802	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

ACORD 25 (2016/03) 1 of 2 #S29896445/M29896235
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2914
BDCU





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of South Carolina, Inc. 10 Falcon Crest Dr., Suite 100 Greenville SC 29607		CONTACT NAME: Kellianne Covil PHONE (A/C, No, Ext): (864) 234-8889 E-MAIL ADDRESS: 285.CERTIFICATES@bbrown.com FAX (A/C, No):																						
INSURED Bunnell Lammons Engineering, Inc. 6004 Ponders Ct Greenville SC 29615		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>The Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B:</td> <td>Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C:</td> <td>The Travelers Indemnity Company of Connecticut</td> <td>25682</td> </tr> <tr> <td>INSURER D:</td> <td>Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	The Phoenix Insurance Company	25623	INSURER B:	Travelers Property Casualty Company of America	25674	INSURER C:	The Travelers Indemnity Company of Connecticut	25682	INSURER D:	Continental Casualty Company	20443	INSURER E:			INSURER F:		
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INSURER D:	Continental Casualty Company	20443																						
INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** 22-23 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			6301R773755	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8101R773675	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP1R774776	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB1R773386	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	POLLUTION / PROFESSIONAL LIABILITY			EEH113981079	10/01/2022	10/01/2023	EACH CLAIM 1,000,000 AGGREGATE 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cyber Liability - policy #C-4LWN-102259-CYBER-2022 with Swiss Re Corporate Solutions America Insurance Corporation. \$1,000,000 liability limit

CERTIFICATE HOLDER Bunnell-Lammons Engineering, Inc. 6004 Ponders Court Greenville SC 29615	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kellianne Covil</i>
---	--

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F | Proposed Schedule

Project Scheduling

McGill understands the critical nature of solid waste projects to maintain current operations. McGill will develop a project timeline with collaborative consideration of the County’s current milestone dates and will then appropriate the necessary resources to achieve that schedule. This schedule does not include environmental justice as part of the design and permitting process. If required by NCDEQ, a revised schedule will be provided.

Anticipated Project Schedule

		2022	2023									
Project Task		Dec	Jan	Feb	Mar	Apr	Jun	Jul	Aug	Sep	Oct	Nov
1	Kickoff meeting											
2	Topographic survey											
3	Global stability analysis											
4	Preparation of vertical expansion permit documents											
5	Permit review and issuance											



G | Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

MACON COUNTY

RFQ 03-4712q

REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING PERMITTING AND DESIGN SERVICES FOR THE VERTICAL EXPANSION TO PHASE 2 WASTE AREA AT MACON COUNTY MSW LANDFILL

The undersigned affirms that the proposal made herein is made without any connections with any other person, or persons, making any other proposal for the above item(s): that it is in all respects fair and without collusion or fraud:

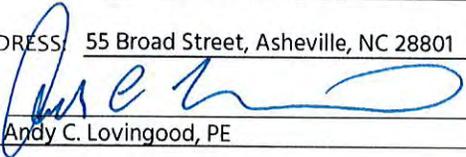
That McGill Associates, PA (Firm Name) is not connected in any official capacity with Macon County, and that no person, or persons, acting in such a capacity are directly, or indirectly, interested herein or in any of the profit arising or anticipated from this transaction.

In making this proposal, it is understood and agreed, that the conditions set forth in the advertisement for bids, instructions to bidders, terms and conditions and specifications together with the proposal shall form a part of and be construed with the contract under the same.

The acceptance of this proposal by Macon County, as evidenced by the issuance of a Macon County Purchase Order, will be held to be a mutual agreement as to each and every clause of this proposal and to constitute a contract between the parties hereto.

FIRM NAME: McGill Associates, PA

ADDRESS: 55 Broad Street, Asheville, NC 28801

BY: 
Andy C. Lovingood, PE

TITLE: President

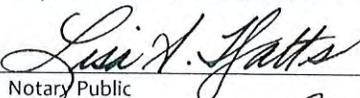


State of North Carolina

County of: Catawba

Sworn to and subscribed
before me, this

15th day of November 2022


Notary Public

My commission expires: September 2, 2026



NON-COLLUSION AFFIDAVIT

MACON COUNTY

RFQ 03-4712q

REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING PERMITTING AND DESIGN SERVICES FOR THE VERTICAL EXPANSION TO PHASE 2 WASTE AREA AT MACON COUNTY MSW LANDFILL

The undersigned affirms that the proposal made herein is made without any connections with any other person, or persons, making any other proposal for the above item(s): that it is in all respects fair and without collusion or fraud:

That Bunnell-Lammons Engineering, Inc. (Firm Name) is not connected in any official capacity with Macon County, and that no person, or persons, acting in such a capacity are directly, or indirectly, interested herein or in any of the profit arising or anticipated from this transaction.

In making this proposal, it is understood and agreed, that the conditions set forth in the advertisement for bids, instructions to bidders, terms and conditions and specifications together with the proposal shall form a part of and be construed with the contract under the same.

The acceptance of this proposal by Macon County, as evidenced by the issuance of a Macon County Purchase Order, will be held to be a mutual agreement as to each and every clause of this proposal and to constitute a contract between the parties hereto.

FIRM NAME: Bunnell-Lammons Engineering, Inc.

ADDRESS: 130 Oval Road Suite 200, Arden, NC, 28704

BY: *A. Alexander*
Andrew W. Alexander, PG, RSM

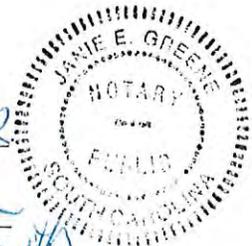
TITLE: Consultant

State of ~~North Carolina~~ South Carolina
County of: Greenville

Sworn to and subscribed
before me, this 31st day of October, 2022

Jamie E. Greene
Notary Public

My commission expires: January 24, 2031



NON-COLLUSION AFFIDAVIT

MACON COUNTY
RFQ 03-4712q

REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING PERMITTING AND DESIGN SERVICES FOR THE VERTICAL EXPANSION TO PHASE 2 WASTE AREA AT MACON COUNTY MSW LANDFILL

The undersigned affirms that the proposal made herein is made without any connections with any other person, or persons, making any other proposal for the above item(s): that it is in all respects fair and without collusion or fraud:

That ED HOLMES & ASSOCIATES LAND SURVEYORS PA (Firm Name) is not connected in any official capacity with Macon County, and that no person, or persons, acting in such a capacity are directly, or indirectly, interested herein or in any of the profit arising or anticipated from this transaction.

In making this proposal, it is understood and agreed, that the conditions set forth in the advertisement for bids, instructions to bidders, terms and conditions and specifications together with the proposal shall form a part of and be construed with the contract under the same.

The acceptance of this proposal by Macon County, as evidenced by the issuance of a Macon County Purchase Order, will be held to be a mutual agreement as to each and every clause of this proposal and to constitute a contract between the parties hereto.

FIRM NAME: ED HOLMES & ASSOCIATES LAND SURVEYORS PA

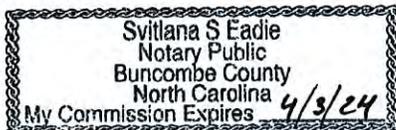
ADDRESS: 200 RIDGEFIELD COURT, SUITE 208, ARDENVILLE NC 28806

BY: JASON GASPESON


TITLE: DIRECTOR OF BUSINESS DEVELOPMENT

State of North Carolina
County of: Buncombe

Sworn to and subscribed
before me, this
26th day of October, 2022.



Svetlana S. Eadie
Notary Public

My commission expires: 04/03/24



H | Proposed Hourly Rates

McGill's Hourly Rates

Professional Fees	I	II	III	IV
Senior Principal	\$245			
Principal – Regional Manager – Director	\$ 210	\$ 215	\$ 230	\$ 235
Practice Area Leader	\$ 180	\$ 195	\$ 210	\$220
Senior Project Manager	\$ 195	\$205	\$ 210	\$ 215
Project Manager	\$ 165	\$ 175	\$ 180	\$ 185
Project Engineer	\$ 125	\$ 135	\$ 150	\$ 160
Engineering Associate	\$ 110	\$ 115	\$ 120	\$ 125
Planner – Consultant – Designer	\$ 110	\$ 120	\$ 145	\$ 160
Engineering Technician	\$ 100	\$ 115	\$ 120	\$ 130
CAD Operator – GIS Analyst	\$ 80	\$ 90	\$ 100	\$ 105
Construction Services Manager	\$ 130	\$ 150	\$ 170	\$ 180
Construction Administrator	\$ 105	\$ 120	\$ 130	\$ 135
Financial Services Manager	\$ 125	\$ 135	\$ 145	\$ 155
Grant Administrator	\$ 110	\$ 120	\$ 135	\$ 145
Construction Field Representative	\$ 85	\$ 100	\$ 105	\$ 115
Environmental Specialist	\$ 85	\$ 95	\$ 100	\$ 105
Administrative Assistant	\$ 75	\$ 80	\$ 90	\$ 105

Expenses

- Mileage – \$0.70/mile
- Flow Monitoring Equipment:
 - Pressure Flow Meter- \$400/week
 - Gravity Flow Meter - \$1,000/deployment
- Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

Associated Services

Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.





2022-2023 FEE SCHEDULE ENGINEERING, HYDROGEOLOGIC, & LABORATORY SERVICES

Engineering & Hydrogeologic Services

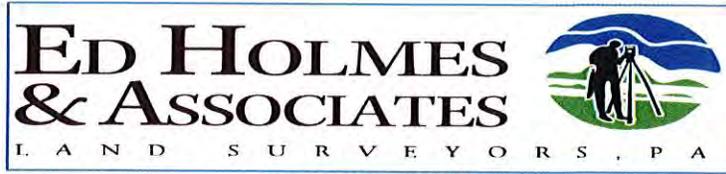
1. Staff Technician, per hour.....	\$63.00
2. Project Technician, per hour.....	\$79.00
3. Senior Technician, per hour.....	\$84.00
4. Chief Technician, per hour.....	\$104.00
5. Support Specialist, per hour.....	\$74.00
6. Draftsperson/CAD Operator, per hour.....	\$92.00
7. Staff Technologist, per hour.....	\$147.00
8. Senior Technologist, per hour.....	\$182.00
9. Chief Technologist, per hour.....	\$221.00
10. Staff Engineer/Geologist/Scientist, per hour.....	\$143.00
11. Project Engineer/Geologist/Scientist, per hour.....	\$170.00
12. Senior Engineer/Geologist/Scientist, per hour.....	\$193.00
13. Chief Engineer/Geologist/Scientist, per hour.....	\$227.00
14. Consultant Engineer/Geologist/Scientist, per hour.....	\$227.00
15. Principal Engineer/Geologist/Scientist, per hour.....	\$248.00

Mileage / Expenses

1. Mileage, per mile.....	\$0.90
2. Per Diem, per day.....	\$205.00
3. Expendable Materials & Supplies.....	Cost +20%
4. Subcontracts.....	Cost +20%

5004 Ponders Court, Greenville, SC 29615 | 864.288.1265 | 864.288.4430 | info@blecorp.com
BLECORP.COM





W. Edwin Holmes, PLS (1950-2022)

C.M. Edgerton, PLS
 Christopher F. Jordan, PLS
 J. Dallas Gordon, PLS
 J. Daniel Henry, PLS
 Jason N. Gasperson, PLS
 Joseph Kane, PLS
 Josh Hodges, PLS

Lisa Simmons, PLS
 Martin A. Barnes, PLS
 Marvin E. Secrest, PLS
 Phillip B. White, PLS
 Robert C. Brown, PLS
 Robert J. Earley, PLS
 Ronnie L. Davis, PLS

Thursday, September 15, 2022

EXHIBIT A

2022 STANDARD HOURLY RATE SHEET AND FEE SCHEDULE

Principal	\$145
Project Manager	\$120
Office Staff	\$100
Administration/Clerical	\$60
Professional Licensed Surveyor, PLS	\$120
2 Person Survey Crew	\$150
3 Person Survey Crew	\$175
GPS Surveyor	\$150
Survey Crew – Robotic	\$150
1 Person Survey Crew	\$105
Survey Crew – Laser Scanner	\$170
UAS FAA Certified Drone Pilot	\$170
Underground Utility Investigator	\$155

P.O. Box 17335 – Asheville, NC 28816 – Telephone 828-225-6562 – Facsimile 828-225-6579





McGill Associates, PA

55 Broad Street, Asheville, NC 28801

828.252.0575 | mcgillassociates.com



MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – NEW BUSINESS

MEETING DATE: December 13, 2022

12(J). Outgoing Sheriff Robert Holland has requested permission to award Major Ken Lane and Captain Dani Burrows their duty weapons upon their official retirement from the Macon County Sheriff's Department, which occurred on November 30, 2022. In addition, Mr. Roland is requesting that Sheriff Holland also be awarded his duty weapon(s) as well. NCGS 20-187.2(a) outlines what must be done by the governing board to award the service weapon to a retiring officer. The officer must turn in their weapon at retirement and then the board of commissioners could declare the weapons as surplus and then the retired officers would pay the county the amount set by the board (possibly as little as \$1) and then they would be awarded the weapon. Those are as follows:

Ken Lane – Glock 40 – Serial #BMM2315

Dani Burrows – Glock 19 – Serial #BMGA761

Robert Holland – Glock – Serial #MNW404

Bushmaster XM15 E2S – Serial #L153891

12(K). Chairman Higdon will be discussing his list of liaison assignments for the board members for the upcoming year/term.

12(L). For some time now, it has been a personal desire of mine as deputy clerk to provide a “handbook” for the board members that would serve as a reference tool, particularly for new members, to help navigate the job of being a commissioner. Thanks to a tremendous amount of work by Tammy Keezer and lots of valuable input and content from Mr. Roland, this handbook will be presented to you by the county manager at Tuesday's meeting. I truly hope you will find it useful, and once you've had the opportunity to review it, I would appreciate any feedback, particularly with suggestions for improvements.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – CONSENT AGENDA

MEETING DATE: December 13, 2022

Item 13A. Draft minutes from the December 5, 2022 special called meeting are attached for the board's review and approval. (Mike Decker/Tammy Keezer)

Item 13B. Budget Amendments #104-109 are attached for your review and approval. (Lori Carpenter)

Item 13C. Tax releases for the month of November 2022 in the amount of \$1,726.59, per the attached memorandum from Tax Collections Supervisor Delena Raby.

Item 13D. A copy of the ad valorem tax collection report as of November 30, 2022. Report only. No action is necessary. (Delena Raby)

**MACON COUNTY BOARD OF COMMISSIONERS
SPECIAL CALLED MEETING
6 P.M., DECEMBER 5, 2022
MINUTES**

Chairman Tate called the meeting to order at 6:00 p.m. as provided for in the Notice of Special Meeting of the Macon County Board of Commissioners, a copy of which is attached [Attachment 1] and is hereby made a part of these minutes. All Board Members, County Manager Derek Roland, Finance Director Lori Carpenter, County Attorney Eric Ridenour, Deputy Clerk Mike Decker and members of the news media were present, as were a number of county employees and citizens.

APPROVAL OF THE NOVEMBER 8, 2022 REGULAR MEETING MINUTES: Commissioner Young made a motion to approve the minutes as presented, seconded by Commissioner Higdon. Vote was unanimous.

RECOGNITION OF OUTGOING COMMISSIONER RONNIE BEALE: Commissioner Beale stated it had been an honor and a privilege to serve Macon County for the past 16 years and wished the board the best moving forward. He thanked the citizens of Macon County for allowing him to serve and, in departing, shared a quote from John Lewis, "Now is the time to build and not to tear down, to reconcile and not to divide, to love and not to hate."

RECESS: Upon a motion by Commissioner Shields, seconded by Commissioner Young, Chairman Tate called a brief recess at 6:05 p.m. in order to move the meeting to Courtroom A on the fourth floor of the courthouse due to an overflow audience desiring to attend the meeting. Vote was unanimous.

At 6:10 p.m., Chairman Tate called the meeting back to order and welcomed those in attendance before passing the gavel to Mr. Roland.

ADMINISTRATION OF THE OATH OF OFFICE FOR COMMISSIONER GARY SHIELDS AND COMMISSIONERS-ELECT DANNY ANTOINE AND JOHN SHEARL: Chief District Court Judge Roy Wijewickrama administered individual oaths of office to returning Commissioner Gary Shields, Mr. Antoine and Mr. Shearl. Copies of the executed oaths are attached [Attachments 2, 3, and 4 respectively] and are hereby made a part of these minutes.

ADMINISTRATION OF THE OATH OF OFFICE FOR REGISTER OF DEEDS TODD RABY: Judge Wijewickrama administered the oath of office to returning Register of Deeds Todd Raby. A copy of the executed oath is attached [Attachment 5] and is hereby made a part of these minutes.

ELECTION OF THE BOARD CHAIR: Mr. Roland opened the floor for nominations and conducted the election for board chair. Commissioner Antoine nominated Commissioner Higdon as chair. Commissioner Shields seconded the motion, and with no further discussion, all favored.

ELECTION OF THE BOARD VICE-CHAIR: Chairman Higdon then opened the floor for nominations for vice-chairman. Commissioner Shields nominated Commissioner Young. Commissioner Shearl seconded the motion, and with no further discussion, all favored.

FORMAL APPROVAL OF THE SHERIFF'S BOND FOR SHERIFF-ELECT BRENT HOLBROOKS BY THE BOARD OF COMMISSIONERS, FOLLOWED BY FORMAL DELIVERY OF THE ACCEPTED SHERIFF'S BOND TO THE NEW CLERK OF SUPERIOR COURT FOR REGISTRATION: Sheriff-elect Holbrooks presented the bond to Chairman Higdon for examination. Upon a motion by Commissioner Young, seconded by Commissioner Shields, the board voted unanimously to approve the bond as presented. The bond was then officially delivered to Clerk of Superior Court Shauna Thun-Lamb, who was in attendance at the meeting. A copy of the bond is attached [Attachment 6] and is hereby made a part of these minutes.

ADMINISTRATION OF THE OATH OF OFFICE FOR SHERIFF-ELECT BRENT HOLBROOKS: Judge Wijewickrama administered the oath of office to Mr. Holbrooks. A copy of the executed oath is

attached [Attachment 7] and is hereby made a part of these minutes.

RESOLUTION REGARDING EXAMINATION OF OFFICIAL BONDS FOR PUBLIC OFFICIALS: Finance Director Lori Carpenter explained the bond requirements and asked for approval of the bond examination resolution which includes bonds for the Finance Officer in the amount of \$250,000, the Tax Collector in the amount of \$250,000, Register of Deeds in the amount of \$50,000, and the Sheriff in the amount of \$25,000 [Attachment 8]. Commissioner Shields made a motion, seconded by Commissioner Young, to approve the resolution as requested. Vote was unanimous.

AFFIRMATION / CONSIDERATION OF THE BOARD'S 2023 REGULAR MEETING SCHEDULE: Mr. Roland requested approval of the 2023 regular meeting schedule indicating that meetings would continue to be held on the second Tuesday of each month at 6:00 p.m. in the commission boardroom on the third floor of the Macon County Courthouse, located at 5 West Main Street in Franklin, NC. [Attachment 9]. Commissioner Shields made a motion, seconded by Commissioner Young, to approve the schedule as presented. Vote was unanimous.

CONSIDERATION OF BUDGET AMENDMENT #99: Ms. Carpenter explained the budget amendment for the "Shop with a Cop" program, which would allow the Macon County Sheriff's Office to begin purchasing gifts for children on December 6, 2022. Commissioner Young made a motion, seconded by Commissioner Shearl, to approve the budget amendment as presented. Vote was unanimous.

ADMINISTRATION OF THE OATH OF OFFICE FOR DEPUTIES, DETENTION OFFICERS AND ADMINISTRATIVE STAFF OF THE MACON COUNTY SHERIFF'S OFFICE: Judge Wijewickrama administered the oaths of office to the deputies, detention officers and administrative staff of the Macon County Sheriff's Office.

ADJOURN: With no other business, at 6:50 p.m., upon a motion from Commissioner Shields, seconded by Commissioner Shearl, the board voted unanimously adjourn.

Derek Roland
Ex Officio Clerk to the Board

Paul Higdon
Board Chair

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



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

TO: MACON COUNTY COMMISSIONERS

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

DATE: December 7, 2022

RE: Releases for November, 2022

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

AMOUNT OF RELEASES FOR NOVEMBER 2022: \$ 1,726.59

RUN DATE: 12/7/2022 11:54 AM

RELEASES REPORT
Macon County

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
149639 BEALE, BARRETT M	2022-75682	LAS	12/31/9999 8:54:39 AM			
				F01 ADVL TAX	34,300.00	24.01
				G01 ADVL TAX	34,300.00	137.20
				L01 FFEFEE	34,300.00	108.00
				TOTAL RELEASES:		269.21
10860 CRANE, CARLTON & ELOISE	2022-98775	ZAD	12/31/9999 8:47:29 AM			
				F10 ADVL TAX	141,295.00	42.39
				G01 ADVL TAX	141,295.00	565.18
				H01 ADVL TAX	141,295.00	221.13
				TOTAL RELEASES:		828.70
88111 D H INVESTMENTS OF MACON COUNTY INC	2022-89459	ZAD	12/31/9999 3:58:31 PM			
				F04 ADVL TAX	3,870.00	2.79
				G01 ADVL TAX	3,870.00	15.48
				TOTAL RELEASES:		18.27
146902 GRIMMETT, TERRY	2021-54019	LAS	12/31/9999 9:54:33 AM			
				F05 ADVL TAX	7,910.00	5.73
				G01 ADVL TAX	7,910.00	31.64
				TOTAL RELEASES:		37.37
146902 GRIMMETT, TERRY	2022-54019	LAS	12/31/9999 9:55:06 AM			
				F05 ADVL TAX	6,410.00	4.64
				G01 ADVL TAX	6,410.00	25.64
				TOTAL RELEASES:		30.28
5039 LACKEY, CLARA JOANNE	2022-55221	LAS	12/31/9999 11:02:11 AM			
				F09 ADVL TAX	936.00	0.66
				G01 ADVL TAX	936.00	3.74
				L01 FFEFEE	936.00	108.00
				TOTAL RELEASES:		112.40
5039 LACKEY, CLARA JOANNE	2018-55221	LAS	12/31/9999 10:58:28 AM			
				F09 ADVL TAX	1,036.00	0.67
				G01 ADVL TAX	1,036.00	3.62
				L01 FFEFEE	1,036.00	95.00
				TOTAL RELEASES:		99.29
5039 LACKEY, CLARA JOANNE	2019-55221	LAS	12/31/9999 10:59:13 AM			
				F09 ADVL TAX	1,036.00	0.73
				G01 ADVL TAX	1,036.00	3.88
				L01 FFEFEE	1,036.00	95.00
				TOTAL RELEASES:		99.61

RUN DATE: 12/7/2022 11:54 AM

RELEASES REPORT
Macon County

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
LACKEY, CLARA JOANNE	2020-55221	LAS	12/31/9999 11:00:35 AM			
				F09 ADVL TAX	1,036.00	0.73
				G01 ADVL TAX	1,036.00	3.88
				L01 FFEFEE	1,036.00	108.00
				TOTAL RELEASES:		112.61
LACKEY, CLARA JOANNE	2021-55221	LAS	12/31/9999 11:01:28 AM			
				F09 ADVL TAX	936.00	0.66
				G01 ADVL TAX	936.00	3.74
				L01 FFEFEE	936.00	108.00
				TOTAL RELEASES:		112.40
WELSH, JUDITH H.	2022-101479	LAS	12/31/9999 9:50:55 AM			
				F10 ADVL TAX	1,500.00	0.45
				G01 ADVL TAX	1,500.00	6.00
				TOTAL RELEASES:		6.45
NET RELEASES PRINTED:						1,726.59
TOTAL TAXES RELEASED						1,726.59

**Macon County
Advalorem Tax Collections Report
Year To Date November 2022 Tax Year 2022**

TAX YEAR 2022 Month To Date November 2022 Tax Year 2022									
Month to Date	Beginning Balance	Levy Added	Less Releases	Less Administrative Refunds	Less Write Offs	Equals Adjusted Levy	Less Payments	Outstanding Balance	
General Tax	17,087,955.80	3,580.41	-384.27	0.00	-6.11	17,091,145.83	-6,403,268.26	10,687,877.57	
Fire Districts	2,631,326.83	580.53	-82.07	0.00	-1.24	2,631,824.05	-1,050,401.55	1,581,422.50	
Landfill User Fee	1,692,067.57	0.00	-216.00	0.00	-2.76	1,691,848.81	-763,977.69	927,871.12	
TOTAL:	21,411,350.20	4,160.94	-682.34	0.00	-10.11	21,414,818.69	-8,217,647.50	13,197,171.19	

TAX YEAR 2022 Year To Date November 2022 Tax Year 2022										
Year to Date	Beginning Balance	Levy Added	Less Releases	Less Administrative Refunds	Less Write Offs	Equals Adjusted Levy	Less Payments	Outstanding Balance	This Year Collection Percentage Tax Year 2021 As of 11/30/2022	Last Year Collection Percentage Tax Year 2020 As of 11/30/2021
General Tax	37.74	32,168,978.88	-25,825.42	0.00	-1129.83	32,142,061.37	-21,454,146.06	10,687,877.57	66.75%	65.80
Fire Districts	7.57	4,644,215.58	-3,854.79	0.00	-180.54	4,640,187.82	-3,058,757.75	1,581,422.50	65.92%	65.49
Landfill User Fee	216.00	2,939,328.00	-1,601.18	0.00	-6.51	2,937,936.31	-2,009,849.19	927,871.12	68.42%	67.65
TOTAL:	261.31	39,752,522.46	-31,281.39	0.00	-1316.88	39,720,185.50	-26,522,753.00	13,197,171.19	66.77%	65.91

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – APPOINTMENTS

MEETING DATE: Decemberr 13, 2022

14A. **Board of Health (1 seat)** – Please see the attached email from Public Health Director Kathy McGaha, along with the application from Dr. Carlos Vargas.

14B. **Planning Board (2 seats)** – Please see the attached email from Planning Director Joe Allen, along with the applications from Mark Berry and Jean Owen.

14C. **Vaya Health Regional Board (1 seat)** – Please see the attached email from Shelly Formand with Vaya on this matter. This item may be somewhat time sensitive as the first 2023 meeting of this board will take place on January 9th.

Mike Decker

From: Kathy McGaha <kmcgaha@maconnc.org>
Sent: Tuesday, November 29, 2022 3:27 PM
To: Tammy Keezer; 'Mike Decker'
Cc: Derek Roland; Tara M Raby
Subject: Board of Health Appointment for BOCC Approval
Attachments: Application for BOH Appointment - Carlos Vargas - 11 2022.pdf

Mike, Please see the attached application for Carlos Vargas, MD to fill the remaining term of the general public BOH seat that Jennifer Knoepp vacated. She moved out of county and could no longer serve on the BOH. The current BOH members approved Dr. Vargas as their recommendation to the BOCC at their 11/15/2022 Board of Health meeting. So if approved, Dr. Vargas will serve from 12/6/2022 to 12/14/2024 in the general public seat. Please let me know if you need anything else from me. Thank you, Kathy

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



Accredited by the NC Local Health Department Accreditation Board

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

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

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

Mail to: County Manager's Office
5 West Main Street or FAX to: 828-349-2400
Franklin, North Carolina 28734

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

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

Name: Carlos Alberto Vargas

Address: 83 Deerfield Ridge City: Franklin NC Zip: 28734

Telephone: Home: 828-349-3422 Work: 828-421-7386

Occupation: Physician

Business Address: 3195 Old Murphy Road, Franklin, NC 28734 (Macon Valley Nursing & Rehab)

Email Address: vargasca1@frontier.com

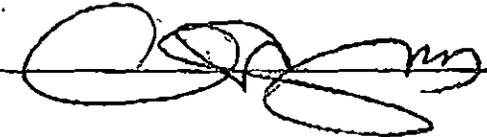
Briefly explain any anticipated conflict of interest you may have if appointed:
None known

Educational Background
B.A. (1990) & M.D. (1996), UNC-Chapel Hill

Business and Civic Experiences/Skills:
Owner, medical clinic; Healthy Carolinians; free clinic; Hospice & Palliative Care medical director and co-founder of fellowship; various lectures to medical and lay communities; medical director of several nursing homes (currently 4)
Areas of Expertise and Interest/Skills:

Family Medicine, Public Health; Post-acute & longterm care medicine; Hospice & Palliative Care medicine; palliative care consultations; medical acupuncture; Spanish language; Community education; infection prevention; Quality Improvement

List any Authorities, Boards, Commissions or Committees presently serving on:
Quality Assurance and Process Improvement Committees at 4 nursing homes; Executive Board, Daniel Boone Council, Scouts BSA

SIGNATURE: 

DATE: Nov 15, 2022

Mike Decker

From: Joe Allen <jallen@maconnc.org>
Sent: Monday, December 05, 2022 11:24 AM
To: 'Mike Decker'
Cc: tkeezer@maconnc.org; Derek Roland; Josh Young
Subject: Planning Board Re-Appointment

Mike,

Mark Berry and Jean Owen have applied for reappointment to the planning board. I would recommend their reappointment. They have been great assets to the board.

Joe Allen
Macon County Planning Director
(828)349-2518
jallen@maconnc.org



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

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Mail to: County Manager's Office
5 West Main Street Franklin, North Carolina 28734 or FAX to: 828-349-2400

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

Name of Authority, Board or Committee applying for: Planning Board

Name Mark Berry

Address 200 Bobbie Neal Dr City Franklin NC Zip 28734

Telephone: Home _____ Work (828) 371-2202

Occupation Business Owner

Business Address 59 Old Phillips Bridge Rd Franklin

Email Address markberry1987@gmail.com

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

Educational Background
High School graduate

Business and Civic Experiences/Skills:
Shriner
Mason

Areas of Expertise and Interest/Skills:
Grading
Development

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

SIGNATURE: Mark Berry

DATE: 12-5-22

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 or FAX to: 828-349-2400
Franklin, North Carolina 28734

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

Name of Authority, Board or Committee applying for: PLANNING BOARD

Name JEAN OWEN

Address 194 WOODCASTLE LN City FRANKLIN NC Zip 28734

Telephone: Home 828-371-3258 Work _____

Occupation REAL ESTATE BROKER

Business Address 1294 E. MAIN ST FRANKLIN

Email Address jeanowen25@gmail.com

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

NONE

Educational Background

Completed 2 YEARS of SEC. THEN MOVED ON + TOOK RE CLASSES

Business and Civic Experiences/Skills:

Areas of Expertise and Interest/Skills:

REAL ESTATE, DEVELOPMENT

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

CAROLINA Smoilers Board of RAYHORS - DIRECTOR, THEN VICE PRESIDENT, CURRENTLY PRESIDENT OF THE MLS BOARD PLANNING BOARD - 3 YEARS

SIGNATURE: Jean Owen

DATE: 11-28-22

Mike Decker

From: Derek Roland <droland@maconnc.org>
Sent: Monday, December 05, 2022 11:33 AM
To: 'Shelly Foreman'
Cc: Mike Decker
Subject: RE: Vaya Health Regional Board Appointment unencrypt

Shelly,

Were you planning on coming to our December 13th meeting to discuss this?

Thanks,

[Derek C. Roland](#)
[Macon County Manager](#)
5 W. Main St.
Franklin, NC 28734
(828)-349-2022

From: Shelly Foreman <Shelly.Foreman@vayahealth.com>
Sent: Monday, November 28, 2022 1:06 PM
To: Derek Roland <droland@maconnc.org>
Cc: Ronnie Beale <rbeale1955@yahoo.com>
Subject: Vaya Health Regional Board Appointment unencrypt
Importance: High

Hello Derek and Ronnie

With Ronnie going off the Board of Commissioners, we will need a new commissioner appointment for the Regional Board. We would like to have this appointment made during a December meeting, so I can do orientation, and they can attend the first meeting of the year to make Chair/Vice-Chair appointments including the Bylaws and the meeting calendar for 2023. Please note: the first meeting will be later in the afternoon due to scheduling at the Southwestern Council of Government space availability with the remainder being from 10:00-12:00 to include lunch. We will have hybrid meetings, with in-person at COG and virtual via Teams. I will call you on this.

- January 9, 2023 Regional Board 1- **2:00 p.m. until 4:00 p.m. due to availability of the facility**
- March 27, 2023 Regional Board 1- 10:00 a.m. until 12:00 p.m. (with lunch) – Sylva, NC
- June 26, 2023 Regional Board 1- 10:00 a.m. until 12:00 p.m. (with lunch) – Sylva, NC
- October 30, 2023 Regional Board 1- 10:00 a.m. until 12:00 p.m. (with lunch) – Sylva, NC

Shelly Foreman, MPA
Community Relations Regional Director
VAYA Health
200 Ridgefield Court, Asheville NC 28806
O:828.586.5501 x 1219 C:828.508.9672