

MACON COUNTY BOARD OF COMMISSIONERS
MAY 9, 2023
6 P.M.
AGENDA

1. Call to order and welcome by Chairman Higdon
2. Announcements
3. Moment of Silence
4. Pledge of Allegiance
5. Public Hearing(s) – None
6. Public Comment Period
7. Additions to agenda
8. Adjustments to and approval of the agenda
9. Reports/Presentations
 - (A) Recognition of the Franklin High School Cheerleading Team
 - (B) Franklin High School Career and Technical Education (CTE) Update – CTE Coordinator Colleen Strickland
10. Old Business
 - (A) Follow up discussion on Notice of Sale and Upset Bid Period for the sale of property at 388 Bethel Church Road in Franklin – Attorney Eric Ridenour
 - (B) Follow up discussion and request for Letter Opposing Statewide Child and Family Services Plan – DSS Director Patrick Betancourt and Shelly Foreman with VAYA Health
 - (C) Discussion regarding Macon Middle School (MMS) track improvements – Chairman Paul Higdon
11. New Business
 - (A) Proposed update to the High Impact Ordinance as it relates to Crypto Mining Facilities – Planning Board Chairman Glenn Hedden

- (B) Consideration of renewal of lease for NCWorks – County Manager Derek Roland
- (C) Consideration of modification of the Greenway Ordinance to forbid camping along the Greenway and to schedule a public hearing for June 13, 2023 – Sheriff Brent Holbrooks
- (D) Discussion and consideration of acceptance of a Grant from the North Carolina 911 Board to Macon County Emergency Management in the Amount of \$333,067.40 for an upgrade to the VIPER Radio Console – Emergency Services Director Warren Cabe
- (E) Consideration and approval of fireworks permit for JECO Pyrotechnics Inc. for an event at Skyline Lodge in Highlands on June 9, 2023 – Deputy Clerk Mike Decker
- (F) Consideration and approval of fireworks permit for Deep South Fireworks, LLC for the July 4th celebration hosted by the Town of Franklin - Deputy Clerk Mike Decker
- (G) Consideration of proclamation for North Carolina Clerks to the Boards of County Commissioners Week – County Manager Derek Roland

12. Consent Agenda – Attachment #12

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

- (A) Minutes of the April 11, 2023 regular meeting
- (B) Budget Amendments #264-266
- (C) Resolution Exempting Engineering Services for Macon Middle School (MMS) Athletic Building
- (D) Approval of Proposal from Bunnell Lammons Engineering for construction materials testing and special inspection services at MMS Athletic Building
- (E) Approval of Application for the Public School Building Capital Fund North Carolina Education Lottery
- (F) Approval of updated Records Retention and Disposition Schedule for Macon County Tax Records – Tax Administrator Abby Braswell
- (G) Tax releases for the month of April in the amount of \$1,924.72
- (H) Monthly ad valorem tax collection report – no action necessary

13. Appointments

- (A) Fire Commission Liaison
- (B) Southwestern Community College Board of Trustees (1 seat)

14. Closed session as allowed under NCGS (if needed)

15. Recess until Tuesday, May 23, 2023 at 6 p.m. in the commission board room on the third floor of the Macon County Courthouse, 5 West Main Street, Franklin, NC

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – REPORTS/PRESENTATIONS

MEETING DATE: MAY 9, 2023

9A. Chairman Higdon has invited the coaches of the Franklin High School Cheerleading Team to share information about the program.

9B. Franklin High School Career and Technical Education Coordinator Colleen Strickland will provide an update on the CTE program.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – OLD BUSINESS

MEETING DATE: MAY 9, 2023

10(A). Attorney Eric Ridenour and Manager Derek Roland will have an update on the Notice of Sale and Upset Bid Period for the sale of county-owned property located at 388 Bethel Church Road. The Board approved acceptance of an offer in the amount of \$55,350 and to move forward with the upset bid process at the April 11, 2023 regular meeting. A copy of the Notice of Sale and Upset Bid Period posted on April 17, 2023 with the end date of May 8, 2023 is included in your packet.

10(B). As you will recall, DSS Director Patrick Betancourt and Shelly Foreman with Vaya Health presented a proposed letter from the Board to DHHS Secretary Kinsley opposing the statewide Child and Family Services Plan in opposition to HB 340 at the April 11, 2023 regular meeting. Some Commissioners indicated they would like to speak with Senator Corbin prior to signing off on this opposition letter. Mr. Betancourt and Ms. Foreman will again be present to discuss the letter and answer any questions. An updated copy of the draft letter is included in your packet.

10(C). Chairman Higdon has requested to have a discussion regarding improvements to the Macon Middle School track.

NOTICE OF SALE AND UPSET BID PERIOD

TAKE NOTICE: The County of Macon has received an offer concerning the sale of property owned by Macon County located in Macon County, North Carolina, and more particularly described as follows:

BEING that 3.76 +/- acre tract of real property with a physical address of 388 Bethel Church Rd, Franklin, NC bearing PIN# 7504-48-4670 and more particularly described in Book V-23, Page 655 of the Macon County Registry to which reference is made for a more complete description.

Parcel Identification Number: 7504484670

Deed Reference: Book V-23, Page 655

Conditions: To be sold "as is" by Special Warranty Deed. The successful bidder will be responsible for any Homeowner's Association dues, if any. Anyone interested in making a bid should be encouraged to have a title search performed on the property.

The current offer to purchase received by Macon County is in the amount of \$55,350. Any person or entity wishing to upset this offer must submit a better offer in a sealed envelope marked "upset bid" to the Macon County Manager at 5 West Main Street, Franklin, NC 28734, **by 5:00 pm on Monday, May 8, 2023**. At that time the County Manager will open the bids, if any, and the highest qualifying bid will become the new offer. If there is more than one bid in the highest amount, the highest bid received will become the new offer.

Pursuant to NCGS §160A-269, a qualifying higher bid must raise the existing offer by 10% for the first one thousand dollars (\$1,000) and 5% of the remainder equating to a minimum upset bid amount of at least \$58,167.50. The upset bid must be submitted in writing with the name of the bidder, the amount of the bid, the name, address, and email address of the bidder, together with a bid deposit in the amount of 5% of the bid in cash, cashier's check or certified check payable to the County of Macon. The County will return the deposit on any bid not accepted, and the deposit on an offer subject to upset if a qualifying higher bid is received. The County will return or credit the deposit of the final high bidder at any closing.

The Board of County Commissioners of Macon County, North Carolina must approve the final high offer before the sale is closed. The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and has the right to reject any and all bids at any time.

Derek Roland
Macon County Manager

Posting Date: April 17, 2023

Publication Date: April 26, 2023

Macon County



May 9, 2023

Secretary Kody H. Kinsley
N.C. Dept. of Health and Human Services
2001 Mail Service Center
Raleigh, NC 27699-2000

Secretary Kinsley:

As County Commissioners in Macon County, we recognize that caring for children and youth in foster care is one of the most important functions of government. As such, we applaud your attention to this important matter and look forward to working with you toward solutions to improving care for North Carolina's growing foster care population. However, we write to share our concerns once again with the Dept. of Health and Human Services' proposed statewide Medicaid Child and Families Specialty Plan (CFSP) as outlined in HB 340. The plan is largely the same as the one introduced in 2022, but two major changes make the plan even less worthy of advancement now.

First, Vaya Health and the other five LME-MCOs collaborated in May 2022 to address the issue of foster care youth in a collaborative effort they call the N.C. Child and Family Improvement Initiative (NCCFII). The initiative, led directly by LME-MCO CEOs, established measurable objectives to create a system that ensures seamless, timely, and appropriate access to quality behavioral health care for children, youth, and families involved in the child welfare system.

In less than one year, the progress of the NCCFII is remarkable. The LME-MCOs have:

- Implemented care manager co-location in more than half of NC's 100 county departments of social service offices to facilitate operations, communication, and placements for children and youth in foster care. Co-location is in process for 24 additional counties, and the LME-MCOs have designated department of social service for those counties that have chosen not to have an embedded care manager;
- Implemented statewide, standardized policies and administrative processes to alleviate county departments of social services and provider agency administrative burden and facilitate access to care for the child welfare population; and
- Enhanced network adequacy statewide with open enrollment and standardized in- and out-of-network reimbursement rates to ensure timely and appropriate placement in residential treatment, Psychiatric Residential Treatment Facilities (PRTFs), and crisis service facilities regardless of geographic location or the need for transitions of care in another part of the state.

The LME-MCOs have proven that they can quickly accomplish much to improve the parts of the system that are in their purview.

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – NEW BUSINESS

MEETING DATE: MAY 9, 2023

11(A). Planning Board Chair Glenn Hedden will be requesting an update to the High Impact Ordinance as it relates to Crypto Mining Facilities. A copy of the proposed changes is included in your packet, and Planning Director Joe Allen and Attorney Ridenour will assist with answering any questions.

11(B). County Manager Derek Roland will be requesting renewal of the lease with NCWorks. The proposed renewal is for a two year period beginning April 1, 2023 and terminating March 31, 2025, and includes continued use of 1800 square feet of space located at 23 Macon Avenue in the Macon County Courthouse Annex. A copy of the proposed lease is included in your packet and Mr. Roland can provide further information at the meeting.

11(C). Macon County Sheriff Brent Holbrooks is requesting to discuss a modification to the Greenway Ordinance to forbid camping along the Little Tennessee River Greenway. This is similar to what the Town of Franklin passed at their last meeting. Attorney Ridenour has reviewed the requested amendments and prepared a Notice of Public Hearing, both of which are included in your packet. The public hearing would need to be scheduled for the June 13, 2023 regular meeting. Sheriff Holbrooks will be at the meeting to provide further explanation.

11(F). Emergency Services Director Warren Cabe will be requesting approval to accept a “VIPER Radio Console Upgrade” grant in the amount of \$333,067.40 from the North Carolina Department of Information Technology 911 Board. A copy of the award letter from the North Carolina Department of Information Technology 911 Board Executive Director L.V.

Pokey Harris and the Agreement are attached for your information, and Mr. Cabe can provide additional detail at the meeting.

11(G). JECO Pyrotechnics Inc. is requesting consideration and approval of a fireworks permit for an event at Skyline Lodge in Highlands on June 9, 2023. Fire Marshal Jimmy Teem has reviewed the application packet. A copy of the application and supporting documentation is included in your packet.

11(H) Town of Franklin Manager Amie Owens is requesting approval of a fireworks permit for the July 4th celebration hosted by the Town of Franklin. Ms. Owens has indicated the fireworks will be shot from the Whitmire Property as they have been for the previous two years although a new vendor is being used. Fire Marshal Jimmy Teem has reviewed the application packet. A copy of the application and supporting documentation is included in your packet.

11(H). Included in the packet please find a proposed “Proclamation for the North Carolina Clerks to the Boards of County Commissioners Week” provided by the North Carolina County Clerks Association for consideration and approval declaring the week of April 30 – May 6 as North Carolina Clerks to the Boards of County Commissioners Week.

**CHAPTER 157:
AMENDED AND RESTATED ORDINANCE REGULATING HIGH-IMPACT LAND
USES IN MACON COUNTY**

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GENERAL PROVISIONS

§157.01 TITLE

This ordinance shall be known and may be cited as the Amended and Restated *Ordinance Regulating High-Impact Land Uses in Macon County*,

§157.02 AUTHORITY AND JURISDICTION

(A) Authority. This ordinance is established by the Macon County Board of Commissioners pursuant to the authority conferred in G.S. §153A-121 (general ordinance-making power), 153A-122 (territorial jurisdiction), 153A-123 (enforcement), 153A-128 (regulation of explosive, corrosive, inflammable, or radioactive substances), 153A-133 (noise regulation), 153A-134 (regulation of businesses), 153A-136 (regulation of solid wastes); and Article 6 of Chapter 160D of the North Carolina General Statutes.

(B) Jurisdiction. The provisions of this ordinance shall apply to all unincorporated areas of Macon County lying outside of the corporate limits and the extraterritorial jurisdiction of any municipality.

§157.03 PURPOSE

The purpose of this ordinance is to promote the health, safety and general welfare of the citizens of Macon County by diminishing the impacts of certain land uses which, by their nature, produce noise, odors, vibrations, fumes, light, smoke, dust and other impacts which interfere with the quiet enjoyment of adjacent lands and disturb the peace and dignity of the County.

§157.04 APPLICABILITY

(A) The provisions of this ordinance shall apply to the following high-impact uses of any land as further defined in §157.05(B) of this ordinance:

- (1) Airfield/Airstrips
- (2) Asphalt plants
- (3) Bulk Inflammables, Chemicals and Explosives Manufacturers or Storage Facilities
- (4) Chip Mills (Wood Grinding Operations)
- (5) Commercial Incinerators
- ~~(6)~~ Concrete Suppliers
- ~~(6)~~~~(7)~~ [Cryptocurrency Mining Facilities \(and/or similar server based facilities\)](#)
- ~~(7)~~~~(8)~~ Helicopter Sightseeing Operations
- ~~(8)~~~~(9)~~ Mining and Extraction Operations and Quarries
- ~~(9)~~~~(10)~~ Motor Sports Activities
- ~~(10)~~~~(11)~~ Sawmills
- ~~(11)~~~~(12)~~ Slaughtering and Processing Plants
- ~~(12)~~~~(13)~~ Solid Waste Management Facilities

(B) The effect of this ordinance, as more specifically set forth herein, is:

- (1) To prohibit the high-impact uses of land, as defined herein, except in conformance with the provisions of this; and

(2) To provide for the enforcement of the provisions of this ordinance.

(C) The provisions of this ordinance shall not apply to any use of land arising out of or incident to *bona fide* agricultural or forestry operations as defined in G.S. §106-701.

§157.05 INTERPRETATIONS AND DEFINITIONS

(A) For the purposes of this ordinance, certain words shall be interpreted as follows:

- (1) The word “County” shall mean Macon County, North Carolina
- (2) The words “County Commissioners” shall mean the Board of Commissioners of Macon County, North Carolina.
- (3) The words “Planning Board” shall mean the body composed of those members appointed by the Board of Commissioners, created under the authority of Article 3 of Chapter 160D of the North Carolina General Statutes. .
- (4) The word “ordinance” shall mean the Ordinance Regulating High Impact Land Uses in Macon County, North Carolina.
- (5) Words importing the masculine gender include the feminine and neuter.
- (6) Words used in the singular in this Ordinance include the plural and words used in the plural include the singular.
- (7) Words used in the present tense include future tense.
- (8) The word “person” includes a firm, association, organization, corporation, company, trust, and partnership as well as individual.
- (9) The words “may” and “should” are permissive.
- (10) The words “shall” and “will” are always mandatory and not merely directive.
- (11) The words “used” or “occupied” shall mean “intended, designed, and arranged to be used or occupied”.
- (12) The word “lot” shall include the words “plot”, “parcel”, “site”, “acreage” and “premises”.
- (13) The word “structure” shall include the word “building”.

(14) The word “includes” shall not limit the term to specified examples but is intended to extend its meaning to all other instances or circumstances of like kind or character.

(B) The following words shall be specifically defined as follows:

Airfield/Airstrip- Any runway, land area, or other facility designed or used either publicly or privately by any person for landing and take off of aircraft, including all necessary taxiways. “Airfield/Airstrip” is further defined as aircraft storage and tie-down areas, hangars, and other necessary buildings appurtenant to a public airport. Aircraft storage and tie-down areas, hangars and other necessary buildings or uses appurtenant to a private airport are deemed accessory buildings or uses.

Asphalt Plant- The equipment necessary to produce petroleum bitumen, which when mixed with proper amounts of sand or gravel (or both) results in or may be used in producing material suitable for paving and/or roofing.

Buffer- A continuous strip of land, measured from the property lines or from any street bordering or traversing the property (whichever is closer to the principal use or building) in which no development or principal use may occur, but which may contain screening, fencing, interior service roads not intended for patron use, principal use signs, business signs, and gate or security houses. Access road corridors may cross the buffer at entrance and exit points.

Chip Mill- Any non-portable wood-chipping facility that stands alone and apart from a sawmill or a pulp mill, and whose purpose is to provide wood chips to an off-site fabricating facility including but not limited to a paper mill or oriented strand board mill.

Commercial Incinerators- Any enclosed device that burns more than 250 pounds of any material per hour other than the classical boiler fossil fuels, such as natural gas, propane, coal or fuel oil, which is a principal use on any lot or parcel.

Concrete Supplier- An establishment primarily engaged in manufacturing hydraulic cement, including Portland, natural, and masonry cements delivered to a purchaser in a plastic and unhardened state. This industry includes production and sale of central-mixed concrete, shrink mixed concrete, and truck mixed concrete. Also included are the manufacture of concrete products from a combination of cement and aggregate.

[Cryptocurrency Mining Facilities \(and/or similar server based facilities\) - The operation of specialized computer equipment for the primary purpose of mining one or more blockchain based cryptocurrencies such as Bitcoin. This activity typically involves the solving of algorithms as part of the development and maintenance of a blockchain which is a type of distributed ledger maintained on a peer-to-peer network. Typical physical characteristics of cryptocurrency mining include specialized computer hardware for mining operations as](#)

well as equipment to cool the hardware and operating space. For the purpose of the associated regulations does not include the exchange of cryptocurrency or any other type of virtual currency nor does it encompass the use, creation, or maintenance of all types of peer-to-peer distributed ledger.

Helicopter Sightseeing Operation- Any individual, corporation or commercial enterprise that carries passengers by helicopter for compensation for the purpose of aerial observation of landmarks and other manmade or natural sites, touring, pleasure flying or amusement or for the purpose of transporting passengers for tourist related activities.

High-Impact Use- Any and each of the uses of land to which the provisions of this ordinance are applied and as are specifically defined in this section.

Hours of Operation- The times of day during which an establishment may conduct its principal operations.

Light Mitigation- A good faith effort to reduce the emission of light or diminish the effects that emitted light has on adjacent parcels or the neighborhood.

Manufacturer and/or Storage Facility of Bulk Inflammables (*Fuel Oil, Propane, Gasoline*), Chemicals or Explosives- A facility whose primary purpose is one of the following:

- (1) Manufacturing and/or storage of a chemical compound, mixture or device, the primary or common purpose of which is to function by explosion. This term includes but is not limited to dynamite, black powder, pellet powder, initiating explosives, detonators, safety fuses, squibs, detonating cord, igniting cord, igniters, and display fireworks, but does not include hand-loaded small arms ammunition.
- (2) The production, synthesis, formation, processing, refining, manufacturing, distribution, and/or storage of chemical products in bulk.
- (3) The storage, distribution, mixing or transfer of flammable or combustible liquids or gases received by or transferred by tank vessel, pipelines, tank car, piping, or portable tank or container except such storage, distribution, mixing or transfer of flammable or combustible liquids or gasses shall not include filling stations or convenience centers used solely for retail distribution to individual customers.

Mining & Extraction Operation- Any establishment or business primarily engaged in dressing and beneficiating of ores; the breaking, washing and grading of coal; the crushing and breaking of stone; and the crushing, grinding, or otherwise preparing of sand, gravel, and nonmetallic chemical and fertilizer minerals. This definition specifically excludes gem mines and other recreational mining operations.

Motor Sport Activities- The use of any parcel by an establishment or business for the operation, for more than two hours during any eight (8) hour time period, of more than three (3) motor propelled conveyances powered by internal combustion engines including, but not limited to automobiles, motorcycles, and all terrain vehicles.

Noise Mitigation- A good faith effort to reduce the emission of noise or diminish the effects that emitted noise has on adjacent parcels or the neighborhood.

Ordinance Administrator- The Macon County employee holding the position of employment that is designated by the Board of Commissioners as the county official with responsibility for administration and enforcement of this Ordinance.

Perennial Stream- A natural or man-made basin, including lakes, ponds, and reservoirs, that stores surface water permanently at depths sufficient to preclude the growth of rooted plants. The water body must be part of a natural drainage way (e.g. connected by surface flow to stream).

Primary Public Airport- An airport operated by a municipal government, county government, or public airport authority and regulated by the Federal Aviation Administration.

Principal Use- A primary purpose for which land, buildings or other improvements is arranged, designed, intended or used, including the storage or use of supplies, inventory, materials, equipment, or products associated therewith.

Sawmill- Any commercial operation established for a period of six months or more where timber is customarily processed into raw lumber, finished wood products, or other wood products, regardless of whether the products are sold on premises or transferred to another facility for storage and sales. This definition includes the reprocessing of lumber and wood planing operations.

Screening- The use of any device or natural growth including but not limited to fencing, walls, berms, vegetation, or any combination thereof that serves as a barrier of vision between adjoining properties. Screening may be partial or full as may be required by the Ordinance Administrator.

Separation- Where separation restrictions are required, no portion of the property on which the regulated use is located shall be situated within the stated distance from the protected use(s) whether such protected use(s) are located within or outside Macon County.

Setback- A continuous strip of land, measured from the property lines or from any street boarding or traversing the property (whichever is closer to the principal use or building) in which no principal use is permitted. Limited development, including buffers

and related development, parking lots and accessory structures and buildings, access road corridors, and interior service roads, may occur within the setback.

Slaughtering and Processing Plant- An establishment primarily engaged in slaughtering, dressing, packing, freezing, canning, cooking and/or curing animals or poultry or their by-products or processing or manufacturing products from such animals or poultry or their by-products; and establishments primarily engaged in the collection and/or processing of the inedible portion(s) of animals or poultry or their carcasses. This definition specifically excludes: slaughtering and processing activities performed for personal use only and those slaughtering and processing plants processing less than 100 animals per month for other than personal use.

Solid Waste Management Facility- Land and equipment, other than incinerators, used in the management of solid waste, including transfer stations, landfills, and recycling facilities which are not owned or operated by a unit of local government.

§157.05-§157.09 RESERVED

REGULATIONS APPLICABLE TO USES FOR AVIATION ACTIVITIES

§157.10 MINIMUM STANDARDS FOR CONSTRUCTION AND OPERATION OF AIRPORTS/AIRSTRIPS

No airport/airstrip shall be permitted, constructed, maintained or operated except in accordance with all Federal Aviation Administration regulations.

§157.11 HELICOPTER SIGHTSEEING BUSINESSES

Helicopter sightseeing businesses shall not be permitted to operate except in accordance with the following:

- (A) Helicopter sightseeing business shall only be operated out of primary public airport with written consent or by contract with the appropriate owner or lessee of the airport.
- (B) Helicopter sightseeing operation hours of operation shall be limited to daylight hours.
- (C) This Ordinance shall not apply to helicopter sightseeing operations conducted as special non-profit or fundraising events operated no more than two consecutive days in any given six-month period.

§157.12-§157.19 RESERVED

REGULATIONS APPLICABLE TO OTHER HIGH-IMPACT USES

§157.20 **LOCATIONAL, SCREENING AND MITIGATION REQUIREMENTS**

No high-impact use of a parcel or parcels of land shall be permitted, constructed, operated or maintained except in accordance with the following standards:

- (A) Separation. The location of the closest point of a building, structure or outdoor storage of a high-impact use shall be the minimum distance specified in §157.21 of this ordinance from the nearest property line for the following protected uses: existing school, child care home, child care institution, day care center, hospital, nursing care home, or nursing care institution, [or residential use](#). In order to establish permitted locations, measurement shall be made in a straight line from the closest or nearest portion of the building, structure, or outdoor storage of the high-impact use to the nearest property line of the premises of the above listed protected facilities. Presence of a city, county or other political subdivision boundary shall be irrelevant for purposes of calculating an applying the spacing requirements of this Section.

- (B) Dust Mitigation. Permanent roads used continuously (for vehicular traffic once per any 72 hour period of time excluding Saturdays and Sundays, or holidays) in excess of six (6) months within the property site shall be surfaced with a dust-free material (i.e. soil cement, Portland cement, bituminous concrete).

- (C) Vegetative Buffer. A continuous vegetative buffer shall be maintained along any property line of a high-impact use which is adjacent to a public right of way or adjacent to property on which is located any of the following protected uses: a commercial use, school, child care home, child care institution, day care center, church, hospital, nursing care home, nursing care institution, or residential use. The vegetative buffer strip shall not be less than fifteen (15) feet in width at maturity and shall be composed of evergreen trees or shrubs of a type which at planting shall be a minimum of five (5) feet in height and which at maturity shall not be less than ten feet in height. The buffer strip should consist of three rows of evergreen trees or shrubs planted in a staggered pattern. In each row the trees or shrubs should be spaced no more than ten (10) feet apart (from the base of tree to base of tree) and the rows should be no more than five (5) feet apart. Alternative spacing of trees or shrubs is acceptable to improve the growth of vegetation so long as the buffer strip is a minimum of fifteen (15) feet in width and the density of the buffer is sufficient to provide adequate screening. Plans for buffering shall be provided with the permit application. Plants required in the buffer shall be carefully planted and shall be maintained in good condition. Failure to maintain the buffer in good condition shall constitute a violation of this ordinance. This planting requirement may be modified by the ordinance administrator where adequate buffering exists in the form of natural vegetation or terrain.

- (D) Stream Setback. The closest point of building, structure or outdoor storage of a high-impact use shall be set back from all perennial waters the minimum distance specified in §157.21 of this ordinance..
- (E) Principal Use Setback. All buildings, structures, or other improvements constituting the principal use for any high-impact use shall be set back from the property lines of the high-impact use the minimum distances specified in §157.21 of this ordinance.
- (F) Buffer or Buffer Yard. All high-impact uses shall maintain a screening buffer or buffer yard along all adjoining property lines of the minimum width specified in §157.21 of this ordinance.
- (G) Screening. All high-impact uses other than aviation activities shall be screened. The screening may be located within any required buffer or buffer yard or setback. The screening may consist of the required continuous vegetative buffer described in subsection (C) of this section, or, upon approval of the Ordinance Administrator, a combination of the vegetative buffer and opaque wooden fences, masonry walls, or landscaped earthen berms.
- (H) Noise Mitigation. No high-impact use shall commence operations prior to submitting a Noise Mitigation Plan which demonstrates that the methods for reducing or containing noise generated by the use meet commonly recognized industry standards for that particular use.
- (I) Light Mitigation. No high-impact use shall commence operations prior to submitting a Light Mitigation Plan which demonstrates that the methods for reducing or containing light generated by the use meet commonly recognized industry standards for that particular use.
- (J) Hours of Operation. High-impact uses shall conduct operations only between the hours of six o'clock a.m. and ten o'clock p.m.
- (K) High-Impact Use Clusters. To encourage the clustering of high-impact uses, no minimum building setbacks, buffer yards or vegetative buffers shall apply to the common property lines shared by different high-impact uses.
- (L) Setback Uses. Any commercial uses may be located within the building setbacks of any high-impact use located on the same parcel of land.
- (M) Safety Fencing. Safety fencing shall be installed around the principal use or building containing the principal use of all high-impact uses. The safety fencing shall be chain link or equivalent, at least six (6) feet in height and gated in order that it can be secured at all times the high-impact use is not conducting operations.

(N) A sign, that is easy to see and locate, must be placed at the entrance to the property and that clearly states the name of the operator and a local phone number for the operator in case of emergency.

(O) The use of cargo containers, railroad cars, semi-truck trailers, and other similar storage containers for any component of the operation within a Cryptocurrency Mining Facility (and/or similar server based facilities) is prohibited.

§157.21 SPECIFICATIONS FOR SEPARATIONS, SETBACK AND BUFFERS

Specifications for the separation distances prescribed in §157.20(A), the stream setbacks prescribed in §157.20(D), the principal use setbacks prescribed in §157.20(E), and the buffer widths prescribed in §157.20(F) for each high-impact use are set forth in the following table:

| HIGH-IMPACT USE | Separation Distance | Stream Setback | Principal Use Setback | Buffer Width |
|--|----------------------------|-----------------------|------------------------------|---------------------|
| Asphalt Plants | 1000 ft | 150 ft | 250 ft | 100 ft |
| Bulk Inflammables, Chemicals, and Explosive Manufacturers or Storage Facilities | 1500 ft | 75 ft | 500 ft | 75 ft |
| Chipmills (Wood Grinding Operations) | 1500 ft | 75 ft | 750 ft | 100 ft |
| Commercial Incinerators | 1500 ft | 150 ft | 500 ft | 100 ft |
| Concrete Suppliers | 1000 ft | 100 ft | 250 ft | 100 ft |
| <u>Cryptocurrency Mining Facilities (and/or similar server based facilities)</u> | <u>1500 ft</u> | <u>150 ft</u> | <u>750 ft</u> | <u>100 ft</u> |
| Mining and Extraction Operations and Quarries | 1500 ft | 150 ft | 500 ft | 100 ft |
| Motor Sports Activities | 1500 ft | 100 ft | 750 ft | 100 ft |
| Sawmills | 1000 ft | 100 ft | 250 ft | 75 ft |
| Slaughtering & Processing Plants | 1000 ft | 75 ft | 250 ft | 75 ft |
| Solid Waste Management Facilities | 1000 ft | 150 ft | 750 ft | 100 ft |

§157.22-§157.29 RESERVED

EXISTING NONCONFORMING HIGH-IMPACT USES

§157.30 APPLICATION TO EXISTING NONCONFORMING HIGH-IMPACT USES.

- (A) Any high-impact use legally in existence on the effective date of this ordinance (i.e. September 12, 2005), which does not conform to the requirements of this ordinance, is declared non-conforming.
- (B) Any nonconforming high-impact use as described above may continue so long as the use is not discontinued for more than six (6) months. In cases where repair or renovation is necessary to re-occupy a vacant building that is part of a high-impact use facility, such construction must commence within six (6) months of last occupancy and proceed continuously to completion.
- (C) Expansion of nonconforming high-impact uses shall only be allowed to the extent that the degree of nonconformity is not increased. In addition, the expansion shall comply with the standards set forth in this ordinance, and the nonconforming high-impact use shall comply with the standards of this ordinance to the extent physically practicable as determined by the Ordinance Administrator.
- (D) In cases of damage to nonconforming buildings to the extent of seventy-five percent (75%) or less of the replacement value, repairs may be made, provided the original foundation footprint is maintained. If such damage exceeds seventy five percent (75%) of the replacement value, repairs may be made only if the original foundation footprint is maintained and the standards of this ordinance are met to the extent physically practicable as determined by the Ordinance Administrator. Compliance with a requirement of this ordinance is not physically practicable if compliance cannot be achieved without adding additional land to the lot where the nonconforming high-impact use is maintained or requires the movement of a substantial structure that is on a permanent foundation. Mere financial hardship caused by the cost of meeting requirements does not constitute grounds for finding that compliance is not physically practicable.

§157.31-§157.39 RESERVED

ADMINISTRATION AND PERMITTING

§157.40 ENFORCEMENT; PERMITTING

- (A) After the effective date of this ordinance (i.e. September 12, 2005), all new high-impact uses as well as any nonconforming high-impact uses which are moved, altered or enlarged shall conform to the provisions contained in this ordinance except as set forth in the provisions of §157.30.

- (B) The provisions of this ordinance shall be administered and enforced by the Ordinance Administrator. The Ordinance Administrator shall have full authority to enter any building or structure or premises in accordance with G.S. 160D-403(e), to perform any duty imposed on him or her by this ordinance, and to use all procedures established in this ordinance for the enforcement of its provisions.
- (C) No building or other structure subject to this ordinance shall be erected, moved, added to, or structurally altered without a Development Permit having been issued by the Ordinance Administrator. No building permit shall be issued except in conformity with the provisions of this ordinance.
- (D) Applications for Development Permits shall be accompanied by plans in duplicate, drawn to scale, showing the actual dimensions and shape of the lot to be built upon; the exact sizes and locations on the lot of any buildings already existing; the location and dimensions of the proposed building or alteration; and compliance with the standards established in this ordinance. The application shall include such other information as may reasonably be required by the Ordinance Administrator, including a description of all existing or proposed buildings or alterations; existing and proposed uses of the buildings and land; conditions existing on the land or parcel; and such other matters as may be necessary to determine conformance with, and provide for the enforcement of this ordinance. One copy of the plans shall be returned to the applicant by the Ordinance Administrator, marked either as approved or disapproved and attested to by his signature on such copy and in accordance with G.S. 160D-403. The second copy of the plans, also so marked, shall be retained by the Ordinance Administrator.
- (E) The Ordinance Administrator shall maintain a record of all Development Permits and copies shall be furnished upon request to any interested person.
- (F) Any order, requirement, decision or determination of the Ordinance Administrator adverse to the interest of an applicant for a Development Permit shall be provided to the applicant in writing and in accordance with G.S. 160D-403.
- (G) The failure to obtain any required Development Permit shall be a violation of this ordinance. Further, Development Permits shall issue on the basis of applications approved by the Ordinance Administrator and shall authorize only the use, arrangement and construction applied for and approved. Any use, arrangement or construction not in compliance with that authorized shall be a violation of this ordinance.
- (H) Upon a request made in writing by any high-impact user which has been granted a Development Permit, the Ordinance Administrator may consider granting a temporary waiver of the requirements of §157.20(H), §157.20(I), or §157.20(J) for a period of time not to exceed six (6) consecutive months. In order to grant such temporary waiver, the

Ordinance Administrator must find that the request for the temporary waiver demonstrates at least one of the following circumstances:

- (1) The necessity for the temporary waiver is occasioned by the efforts of the high-impact user making the request to alter, repair, or improve any portion of the facility in compliance with this ordinance.
- (2) The necessity for the temporary waiver is occasioned by a casualty, disaster, or economic condition that is detrimental to the high-impact user making the request.

§157.41-§157.49 RESERVED

VARIANCES, APPEALS AND PENALTIES

§157.50 APPEAL FROM A DECISION OF THE ORDINANCE ADMINISTRATOR

- (A) Any order, requirement, decision or determination made by the Ordinance Administrator adverse to the interest of an applicant for a Development Permit may be appealed to and decided by the Macon County Planning Board.
- (B) Notice of an appeal to the Planning Board shall be in writing, shall state the grounds for the appeal with specificity, and shall be submitted to the Clerk of the Planning Board within thirty (30) calendar days from the receipt of the written decision by the Ordinance Administrator. Notice given pursuant to G.S. 160D-403(b) by first class mail is deemed received on the third business day following deposit of the notice for mailing with the United State Postal Service.
- (C) The Chairman of the Planning Board shall fix a reasonable time for hearing the appeal, give notice thereof to the parties, and shall hear and decide the matter within a reasonable time. At the hearing, any party may appear in person, by agent or by attorney. Hearings shall be held in accordance with G.S. 160D-406. The Planning Board shall give written notice of its decision in accordance with G.S. 160D-406(j).

§157.51 REQUEST FOR A VARIANCE

- (A) A request for a variance must be submitted to the Clerk of the Planning Board, within thirty calendar days from the receipt of a written decision by the Ordinance Administrator denying an application for a Development Permit. Notice given pursuant to G.S. 160D-403(b) by first class mail is deemed received on the third business day following deposit of the notice for mailing with the United State Postal Service. The request for a variance must be in writing and shall state the reason for the request with specificity.

(B) The Chairman of the Planning Board shall fix a reasonable time for hearing the request for a variance, give notice thereof to the parties, and shall hear and decide the matter within a reasonable time. At the hearing, any party may appear in person, by agent or by attorney. The Planning Board shall give written notice of its decision in accordance with G.S. 160D-406(j).

(C) In accordance with G.S. 160D-705(d), when unnecessary hardships would result from carrying out the strict letter of the ordinance, the Planning Board shall vary any of the provisions of this ordinance upon a showing of all of the following:

(1) Unnecessary hardship would result from the strict application of the ordinance. It is not necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.

(2) The hardship results from conditions that are peculiar to the property, such as location, size or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance. A variance may be granted when necessary and appropriate to make a reasonable accommodation under the Federal Fair Housing Act for a person with a disability.

(3) The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance is not a self-created hardship.

(4) The requested variance is consistent with the spirit, purpose and intent of the ordinance, such that public safety is secured and substantial justice is achieved.

(D) The Planning Board may impose appropriate conditions on any variance, provided that the conditions are reasonably related to the variance. No change in permitted uses may be authorized by variance.

§157.52 PROCEEDINGS OF THE PLANNING BOARD

All proceedings of the Planning Board shall be conducted in accordance with the provisions of G.S. §§160D-406.

§157.53 APPEAL FROM THE PLANNING BOARD

Appeals from the Planning Board must be filed with the Superior Court of Macon County in accordance with G.S. 160D-406(k) and subject to review by the Superior Court by proceedings in the nature of certiorari pursuant to G.S. 160D-1402. Appeals shall be filed within the times specified in G.S. 160D-1405(d).

§157.54 PENALTIES, REMEDIES AND ENFORCEMENT

(A) A violation of any of the provisions of this ordinance shall be a misdemeanor subject to the penalties and enforcement provisions of G.S. §153A-123 and G.S. 14-4.

(B) Each day's continuing violation of any of the provisions in this ordinance shall constitute a separate and distinct offense.

(C) The provisions of this ordinance may be enforced by any one or more of the remedies authorized by G.S. §153A-123 and G.S. 14-4.

§156.55 SEVERABILITY

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, the declaration shall not affect the validity of this ordinance as a whole or any part thereof that is not specifically declared to be invalid or unconstitutional.

Effective upon adoption this 14th day of December 2021.

STATE OF NORTH CAROLINA

COUNTY OF MACON

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made and entered into the 1st day of April, 2023, by and between, MACON COUNTY, hereinafter referred to as "LESSOR," and the STATE OF NORTH CAROLINA, a body politic and corporate, referred to as "LESSEE;

WITNESSETH:

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and

WHEREAS, the Department of Administration delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 17th day of April, 1985; and

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

NOW, THEREFORE, in consideration of the premises as described herein and the promises and covenants contained in the terms and conditions hereinafter set forth, Lessor does hereby rent, lease and demise unto Lessee for and during the term and under the terms and conditions hereinafter set forth, those premises or office space, with all rights, privileges and appurtenances thereto belonging, lying and being in the Town of Franklin, County of Macon, North Carolina, more particularly described as follows:

BEING a minimum of 1800 net square feet of office space located at 23 Macon Avenue, Macon County Annex, Macon County, Franklin, North Carolina (the "Premises").

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. TO HAVE AND TO HOLD the Premises for a term of Two (2) years, commencing on the 1st day of April, 2023 (the "Commencement Date") and terminating on the 31st day of March, 2025 (the "Term").

2. During the Initial Term, Lessee shall pay to Lessor as rental for the Premises the sum of ONE DOLLAR (\$1.00). The Lessee agrees to pay the aforesaid rental to Lessor at the

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

3. The Lessor agrees to furnish to Lessee, during the Term at Lessor's sole cost and to the satisfaction of Lessee the following:

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal. Maintenance of lawns, parking areas (including snow removal) and common areas are required.
- C. Parking, Elevator service, if applicable.
- D. Premises are generally accessible to persons with disabilities. This shall include access into the Premises from the parking areas (where applicable), into the Premises via any common areas of the building and access to an accessible restroom.
- E. All stormwater fees. Any fire or safety inspection fees.
- F. Janitorial service and supplies.
- G. Premises are generally accessible to persons with disabilities. This shall include access into the Premises from the parking areas (where applicable), access into the Premises via any common areas of the building and access to a restroom suitable for use by disabled persons.
- H. All utilities, except telephone.
- I. All land transfer tax/fees imposed by the County or City in which the space is located.
- J. The number of keys to be provided to Lessee for each lockset shall be reasonably determined by Lessee prior to occupancy and said keys shall be furnished by Lessor to Lessee at no cost to Lessee.

4. During the Term, the Lessor shall keep the Premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to, furnishing and replacing electrical light fixture ballasts, air

conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee, in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the Premises, at reasonable times, and to make necessary repairs to the Premises.

5. It is understood and agreed that Lessor shall, at the Commencement Date or at such other date as specified herein, have the Premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the Premises will be used by Lessee.

6. The Lessee shall have the right during the Term, with the Lessor's prior consent, to make alterations, attach fixtures and erect additions, structures or signs in or upon the Premises. Such fixtures, additions, structures or signs in or upon or attached to the Premises under this Lease or any prior lease of which this Lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this Lease or any renewal or extension thereof, or within a reasonable time thereafter.

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

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

9. Upon termination of this Lease, Lessee will peaceably surrender the Premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this Lease, excepted. The Lessee shall have no duty to remove any improvement or fixture placed by it on the Premises or to restore any portion of the Premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the Premises, Lessee will repair only to the extent of any such damage or injury.

10. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

to Lessor: Macon County
 5 West Main Street
 Franklin, NC 28734

to Lessee: DOC Property Officer
 2001 Mail Service Center
 Raleigh, North Carolina 27699-2001

w/ copy to: State Property Office
 Attn: Space Planning and Leasing Manager
 1321 Mail Service Center
 Raleigh, North Carolina 27699-1321

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

11. The Lessee shall not assign this Lease without the written consent of Lessor, which shall not be unreasonably withheld, but shall have the right to sublet the Premises.

12. The Lessor agrees that Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the Term peaceably and quietly have, hold, and enjoy the Premises free from the adverse claims of any person.

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

14. Any holding over after the expiration of the Term, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

15. The parties to this Lease agree and understand that the continuation of this Lease for the Term, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of Lessee responsible for payment of said rental. The parties to this Lease also agree that in the event the agency of Lessee or that body responsible for the appropriation of said funds, in its sole discretion, determines in view of its total local office operations that available funding for the payment of rents is insufficient to continue the operation

of its local office on the Premise, it may choose to terminate this Lease by giving Lessor written notice of said termination, and this Lease shall terminate immediately without any further liability to Lessee.

16. The Lessor or its agents shall not enter the Premises after Lessee's business hours, except in the event of an emergency, without first obtaining the permission of Lessee.

17. This Lease shall be binding upon and inure to the benefit of Lessor, its successors and assigns.

18. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina and court actions arising therefrom may be brought only within the courts of the State of North Carolina.

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

IN TESTIMONY WHEREOF, this Lease has been executed by the parties hereto, in duplicate originals, as of the last date set forth in the notary acknowledgments below.

LESSOR:
MACON COUNTY

Derek C. Roland, Macon County Manager

LESSEE:
STATE OF NORTH CAROLINA
DEPARTMENT OF COMMERCE

By: _____
Title: _____

**AMENDMENT TO CHAPTER 28 of the MACON COUNTY CODE OF ORDINANCES
AN ORDINANCE REGULATING THE USE OF
THE LITTLE TENNESSEE RIVER GREENWAY**

THAT WHEREAS, the Macon County Board of Commissioners adopted An Ordinance Regulating the use of the Little Tennessee River Greenway on September 9, 2002; and

WHEREAS, the Board of Commissioners wishes to make amendment the Ordinance by replacing Section 28.306 to prohibit camping along the Greenway and re-numbering the Penalty provisions for violation of the Ordinance as Section 28.307; and

WHEREAS, the Board of Commissioners finds the same to be in the public interest and to promote the public health, safety and welfare pursuant to authority vested in it by N.C. Gen. Stat. §153A-121; and

WHEREAS, the amendments set forth hereinafter are authorized by the provisions of N.C. Gen. Stat. §§160D-201(b) and (c) (*? and §160D-202(f) and (i)??*)

NOW, THEREFORE, BE IT ORDAINED by the Macon County Board of Commissioners that:

Section 28.306 of the Ordinance Regulating the Use of The Little Tennessee River Greenway is replaced with the following:

Section 28.306. Camping Prohibited

A. Definitions.

Camp or camping. The use of public owned property for living accommodation purposes such as sleeping, making preparations to sleep, storing personal belongings, or placing any tent or a temporary shelter on the property for living accommodation purposes. The creation of a campfire or bonfire is also included as part of this definition, unless there is a designated location or permit policy.

Public property. Property owned or controlled by a federal, state, or local governmental entity.

Temporary shelter. Any tent, tarp, structure, or cover that provides shelter from the elements.

B. Jurisdiction.

Pursuant to N.C.G.S. §160D-201(b), this section shall apply to all publicly owned property that borders the Little Tennessee River within Macon County that does not lie within a North Carolina Municipality.

C. Camping prohibited.

Camping on public property is hereby declared to be a public nuisance. It shall be unlawful for any person to sleep, camp, or otherwise engaging in any activity prohibited by this section on any publicly owned property that borders the Little Tennessee River within Macon County that does not lie within a North Carolina Municipality. The County may remove any temporary shelter, bedding, or personal belongings that are stored on the property.

The Penalty provisions for violation of the Ordinance is re-numbered as Section 28.307.

Section 28.307. Penalties.

Violation of this Ordinance or any of its provisions shall be a misdemeanor punishable on conviction by a fine not exceeding \$50.00 or by imprisonment not exceeding 30 days.

Upon Motion by Commissioner _____, and seconded by Commissioner _____, the foregoing Amendment to said Ordinance was approved at the June 13, 2023 Regular Meeting of the Macon County Board of Commissioners by vote of _____ and is therefore enacted.

Adopted at the June 13, 2023, Regular Meeting of the Macon County Board of Commissioners.

Paul Higdon, Chairman, Macon County Board of Commissioners

ATTEST:

Derek Roland, Macon County Manager
and Clerk to the Board

NOTICE OF PUBLIC HEARING

TO CONSIDER MODIFICATION OF CHAPTER 28 OF THE MACON COUNTY CODE OF ORDINANCES TO PROHIBIT CAMPING ALONG THE LITTLE TENNESSEE GREENWAY.

Please take notice that the Macon County Board of County Commissioners will conduct a public hearing on Tuesday, June 13, 2023 at 6:00 p.m. in the Commissioners Board Room located on the third floor of the Macon County Courthouse, located at 5 West Main Street, Franklin, NC 28734, concerning a proposed modification of the Macon County Code of Ordinances to prohibit camping along the Little Tennessee River Greenway.

Chapter 28 of the Macon County Code of Ordinances, an Ordinance Regulating the Use of the Little Tennessee River Greenway, does not currently prohibit camping. The proposed amendment to Chapter 28 is:

A complete copy of the Macon County Greenway Ordinance can be viewed on the County website, maconnc.org, under "Public Announcements," and a hard copy may be obtained in the lobby at the County Annex Building, 5 West Main Street, Franklin, North Carolina.

Approved for Public Hearing at the May 9, 2023 meeting of the Macon County Board of County Commissioners.

Derek C. Roland, County Manager



JAMES A. WEAVER
SECRETARY & STATE CHIEF
INFORMATION OFFICER
NC 911 BOARD CHAIRMAN

W. BOWMAN FERGUSON
NC 911 BOARD VICE CHAIR

L. V. POKEY HARRIS
NC 911 BOARD EXECUTIVE DIRECTOR

March 7, 2023

Mr. Todd Seagle
Macon County Communications
104 E. Main St
Franklin, NC 28734

Dear Todd:

The North Carolina 911 Board Grant Committee completed the FY2023B Grant Program review process and subsequently made recommendations to the 911 Board on February 24, 2023. Via electronic submission of this letter, I am pleased to advise the recommendation was unanimously approved by the Board for the award of Macon County's grant project, **VIPER Radio Console Upgrade**, in the amount of **\$333,067.40**.

To continue the process for the award of grant funding, an intent of acceptance is required by Macon County. Once this acceptance is received, preparation of the grant agreement that will outline the terms and conditions of the grant award will begin. Please advise of Macon County's willingness to accept the noted award amount and to complete the grant project in its entirety as submitted in the grant application. Your acceptance of the grant award must be received no later than **Tuesday, March 14, 2023**, by a letter submitted electronically as a response to the email in which this letter was transmitted.

The grant agreement will be presented to Macon County no later than **Friday, April 28, 2023**. The County must then advise of acceptance of the grant agreement no later than **Friday, May 19, 2023**. The signed grant agreement will be due back to me no later than **Wednesday, June 28, 2023**, for countersignature. The execution of the grant agreement will be handled electronically. Exchange of hard copies via USPS or in-person will not be necessary. You are being notified of these key dates to ensure the award process can be finalized appropriately. Therefore, please note failure to meet any deadline outlined in this letter will result in the award being de-obligated.

Congratulations on the award for your project! We look forward to working with you on it.

Sincerely,

L.V. Pokey Harris
Executive Director
North Carolina 911 Board

Contract No.

AGREEMENT

THIS AGREEMENT (the Agreement) is made effective the _____ day of the month of _____, 2023 by and between **Macon County** the **Grantee** and the **North Carolina 911 Board** (hereinafter referred to as 911 Board), an agency of the State of North Carolina. Grantee and the 911 Board (together “the Parties”) hereby agree as follows:

WITNESSETH:

WHEREAS the 911 Board was created by N.C. Gen. Stat. §143B-1400 *et seq.* to collect and administer the 911 Fund, and

WHEREAS the 911 Board solicited grant applications pursuant to N.C. Gen. Stat. §143B-1407, 09 NCAC 06C .0400, and procedures for Grants adopted by the Board, and

WHEREAS Grantee submitted a Grant Application to upgrade its radio system, and

WHEREAS the 911 Board allocated funds for the purposes identified in the grant application.

NOW, THEREFORE, the Parties enter into this Agreement, and in consideration of the mutual promises and such other valuable consideration as shall be set out herein, the Parties hereto do mutually agree to the following terms and conditions:

1. Definitions:
 - a. Project: VIPER Radio Console Upgrade.
 - b. Deobligation: the 911 Board’s cancellation or downward adjustment of all or part of the grant award. Deobligation, if imposed, will not affect disbursed funds but will affect any remaining amount of awarded funds.
 - c. Executive Director: Executive Director of the 911 Board.
 - d. Grant Funds: the amount authorized for award by the 911 Board, \$333,067.40.
 - e. Grant: Financial assistance provided by the 911 Board, or a subgrantee, to carry out activities whereby the 911 Board anticipates no programmatic involvement with the grantee or subgrantee during the performance of the Grant.
 - f. Grantee: Macon County, notwithstanding G.S.§143C-6-23(a)(3).
 - g. Ineligible Costs: such expenses that are not funded through the Monthly Distributions defined G.S. §143B-1406(a), and not identified in the Approved Use of Funds List published on the 911 Board website.
 - h. Interlocal agreement: Reserved.
 - i. State Funds: Any funds appropriated by the N.C. General Assembly or collected by the State of North Carolina. For the purposes of this agreement, Grant Funds are State Funds. Grantee recognizes that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to allocation and appropriation of funds to the agency for the purposes set forth in this Agreement.

j. Subgrantee: As defined in N.C. Gen. Stat. §143C-6-23(a)(4), a non-State entity that receives a grant of State funds from a Grantee of a State Agency, here the 911 Board, or a Subgrantee of a Grantee, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

k. Unit, or unit of local government:

As defined in N.C. Gen. Stat. §143C-1-1(d)(29), a municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by N.C. Gen. Stat. §160B-2(1), and all boards, agencies, commissions, authorities and institutions thereof that are not municipal corporations.

As defined in N.C. Gen. Stat. §160A-460, means a county, city, consolidated city-county, local board of education, sanitary district, facility authority created under Article 20 of Chapter 160A of the General Statutes, special district created under Article 43 of Chapter 105 of the General Statutes, or other local political subdivision, authority, or agency of local government.

2. Scope of Project: To upgrade the County radio system. The Grant Funds shall only be used to pay for the portions of the project that are ETSF ineligible.

a. Grantee shall be responsible for administrative and management duties associated with the Project; and shall be responsible for completing the goals and objectives described in the Grant Application. To the extent that the Project includes expenses that are not eligible for monthly distribution or reimbursement pursuant to G.S. §143B-1406 and which are not included in the Grant Funds allocated by the 911 Board, Grantee agrees it shall be responsible for all expenses for the non-eligible items. For eligible expenses limited by the 911 Board policies, e.g., chairs, monitors, Grantee shall be responsible for all expenses exceeding the expense limitations for such items.

b. Grantee shall prepare and submit reports as stated in Exhibit A.

c. Goals and objectives include:

1. The purchase and installation of four (4) primary dispatch MCC7500E consoles.
2. The purchase and installation of one (1) Archiving Interface Server (AIS) for P25 IP Logging Recorder Interface.
3. Increase operability with surrounding emergency response resources and increase redundancy and security.
4. Adhere to rules for PSAP facilities and equipment within 09 NCAC 06C .0200, and for the use of Grant Funds, as stated within 09 NCAC 06C .0400. Incorporate applicable standards for mission-critical facilities published by the Federal Emergency Management Agency (FEMA), the National Fire Protection Association (NFPA), and the National Emergency Number Association (NENA). Ensure continuity of operations during implementation for all response agencies currently served.
5. Coordinate technology purchases to facilitate the use of the State NG911 system, including GIS call routing.

6. Conduct thorough system(s) testing before acceptance.
- d. Grantee shall not change the Scope of Project without prior written approval of the 911 Board Executive Director.
- e. Grantee shall submit a revised budget and work plan within sixty (60) days of signing this Agreement together with any changes from the Grant Application if there are changes to the budget or work plan. Revisions and work plan changes should identify project component details (as identified in the Grant Application) and costs identified in the Grant Application together with a timeline that includes component details. These revised documents must reflect any changes and special conditions of the Grant award. The budget must include any matching funds or funds from other sources and the anticipated time when such funds will be spent. Grantee shall identify potential or contingent sources of funding including but not limited to other grants during the term of this Agreement. The work plan should include a timeline and specific milestones and/or deliverables that will be used to measure interim progress and accomplishments of the project during the term of this Agreement. Grant Funds will not be released until these revised documents are approved by the 911 Board Executive Director.
- f. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the grant application and approved project budget.
- g. Grantee will collect and compile documents as directed by the 911 Board for the purpose of Grantee's verifying the requirements of Article 15, Part 10 of Chapter 143B of the N.C. General Statutes.
- h. Grantee shall assist the 911 Board in any audits of Grant Funds by supplying required document(s) to satisfy the requests of an auditor.

3. Changes in the Project.

- a. If any changes to the project or extra work are requested with respect to the Project, such changes must be authorized in writing by the Parties. The 911 Board will not approve any changes that exceed its authority under N.C. Gen. Stat. §143B-1400 *et seq.*, or subsequent modification thereof.
- b. Any work referred to in Paragraph 3(a) above shall be the subject of a separate written agreement stating the costs and schedule for completing any such extra work.
- c. Each Party shall immediately notify the other of any change in conditions or applicable law, or any other event, which may significantly affect its ability to perform the Project.
- d. The Parties agree that the 911 Board may assign this Agreement to its successor, if any; or continue the Agreement by amending the term if legislation is enacted that does, or may, affect the term of this Agreement.
- e. A request for change in the project period requires advance written approval by the 911 Board Executive Director. The request must be submitted in writing, stating the basis for the request, to the 911 Board Executive Director at least sixty (60) calendar days prior to the expiration of the Grant. The Grantee shall submit a revised budget and any other

documentation or information requested by the 911 Board Executive Director indicating the planned use of all unexpended funds during the extension period.

4. Consolidation. Reserved.

5. Term of Agreement. The Parties intend that the term of this Agreement shall begin upon the Effective Date and extend through 01 July 2024 (End Date). The effective period of this Agreement shall commence upon completion by the Parties' authorized signatories (the Effective Date) and terminate upon the End Date unless sooner terminated under Paragraph 14; or amended by written agreement to extend said date by the Parties or their successors in interest. The parties agree that this Agreement may be extended only one time.

6. Project Schedule. Grantee shall prepare and deliver a project schedule consistent with this Agreement that substantially conforms to the following:

a. The Project is planned to be completed in three (3) phases of four (4) months each, with the entire project completed in twelve (12) months: 1) procurement and planning; 2) installation and testing; and 3) final testing, acceptance and clean up. The proposed budget and project plans shall be reviewed, revised, and provided to the 911 Board Executive Director as provided in Paragraph 2(e) above. These revised documents must reflect any changes and special conditions of the Grant award.

b. Project timelines and milestones identified in the Grant Application are incorporated herein by reference.

c. The Macon County PSAP will continue to operate during the Project; therefore, there will be no disruption to 911 call taking and emergency dispatching services.

d. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the grant application and approved project budget.

7. Delivery of Grant Funds. The total Grant Funds equal Three Hundred Thirty-Three Thousand, Sixty-Seven and 40/100 (\$333,067.40) Dollars. Grant Funds shall be held by the 911 Board and delivered as follows:

a. Funds shall be released to Grantee after receiving copies of Grantee's contracts, purchase orders, and invoices therefor, and Grantee's satisfactory completion of its obligations under this Agreement. Each deliverable offered by the Grantee shall be clearly itemized to show the expenditures meet the scope of this Agreement, to include professional work performed and invoices for supplies. Grant Funds shall not be used for updating data gathered during the Project. The 911 Board may release Grant Funds directly to subgrantees upon receipt of evidence satisfactory to the 911 Board Executive Director that all conditions necessary to release such Funds have been satisfied. Such evidence may comprise demonstrated compliance with work and payment schedules of this Agreement and any agreement with a Subgrantee, relevant contracts, purchase orders and invoices therefor, satisfactory completion of testing and acceptance criteria of Grantee's contracts with its vendors, approval of the Grantee, and such other evidence as the Executive Director deems reasonably necessary or proper. Payment schedules may include pre-determined progress payments, payments based upon time and materials that are not to exceed a maximum amount, retainage, and such other terms that are consistent with this Agreement.

- b. Grant Funds shall not be released, or paid, in advance of performance of actual services or delivery of reimbursable purchases, nor paid for interest, allocations for budget contingencies, maintenance or other services in future fiscal years. Funds shall be applied to ineligible expenses as identified in the Grant Application as authorized by N.C. Gen. Stat. §143B-1407(b)(4), and to expenses that are eligible under N.C. Gen. Stat. §143B-1400 *et seq.* and the Rules and policies of the 911 Board.
- c. The Grantee agrees to submit all requests for reimbursement to the Board under Subsection 7(a) of this Agreement within thirty (30) days of Grantee's payment to that Vendor following performance of services or delivery of purchases. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and approved by the Executive Director as meeting the requirements of Rule 09 NCAC 06C .0405(c).
- d. Indirect costs and administrative costs will not be allowable charges against Grant Funds unless such costs are specifically included in the approved Project budget as incorporated into the award.
- e. Grantee will maintain full, accurate, and verifiable accounting records to support the preparation of financial statements in conformity with accounting practices applicable to N.C. local governments as approved by, or consistent with, standards of the Local Government Commission. Expenditures must be consistent with the Project Budget and N.C. Gen. Stat. §143B-1400 *et seq.*
- f. In the event Grantee breaches any of the covenants or agreements contained in this Paragraph, or any of the representations and warranties of Paragraphs 9, 19, and 24 are untrue as to a material fact as of the date of this Agreement, Grantee agrees to return any unearned Grant Funds held by Grantee and refund sums equal to any non-qualified expenditures paid with Grant Funds. Grantee's obligations that are created by this Agreement to return Grant Funds and to refund sums apply only to Grant Funds held by Grantee. Grant Funds are "held" by Grantee only to the extent they are in the actual, not constructive, possession of Grantee.
- g. Grantee must attend workshops or other instructional sessions relating to administration of the Grant or use of 911 Funds provided by the 911 Board during the term of this Agreement.
- h. Funds identified with contingencies or escalations as presented in Grantee's budget documents and financial forecasts shall revert to the Board's Grant Fund if unused or unallocated in a timely manner.
- i. If the Board determines that the actual costs of the Project are less than the Grant amount, the Board, in its sole discretion, may reduce the amount of the Grant accordingly. If the Grantee determines that the actual costs of the Project are less than the Grant amount, it shall report so to the Board and return any surplus Grant Funds it has received to the Board.
- j. As a condition of receiving the Grant, the Grantee must contribute general funds for ineligible costs as described in the Grant application. The general funds shall come from local resources and may not be derived from other State or federal grant funds unless

such other funds were specifically identified in the Grant application. All general funds shall be expended prior to fully expending Grant Funds.

8. Travel Expenses. The approved budget does not include travel costs. Such costs, if any, are limited to reimbursement rates set forth in N.C. Gen. Stat. §138-6; as interpreted by the Office of State Budget and Management, and as amended from time to time. The State of North Carolina's Travel Policy is contained in the State Budget Manual located on the Internet at <http://www.osbm.state.nc.us>. Original receipts for such expenses shall be retained by Grantee.

9. Independent Status of Grantee.

a. It is agreed between the Parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between Grantee and any third party; nor with the 911 Board. It is further agreed that except for the rights expressly granted to Grantee or the 911 Board in this Agreement, neither of them shall have any proprietary rights in the Project.

b. The Parties acknowledge that Grantee is an independent entity. Grantee shall not represent itself as an agent of the 911 Board; nor shall the Agreement be construed so as to make Grantee an agent of the 911 Board. Grantee shall not have the ability to bind the 911 Board to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability. Grantee shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. Grantee shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement. All expenses incurred by Grantee are its sole responsibility. The 911 Board shall not be liable for the payment of any obligations incurred in the performance of the Project.

10. Conflicts of Interest. Grantee acknowledges and represents that it has adopted policies governing conflicts of interest and ethics in the exercise of its authority, and its actions under this Agreement. Grantee will review, disclose, and employ its best efforts to resolve any anticipated or reported conflict of interest or issue involving its ethics policies during the performance of this Agreement. Grantee shall, upon request, submit a copy of its conflict to interest policy, and shall ensure that such policy conforms to the requirements of N.C. Gen. Stat. §143C-6-23 and other applicable laws.

11. Obligation of Funds. Grant Funds provided by the 911 Board may not be utilized to reimburse expenses incurred by Grantee from its General Fund or any other funds prior to the Effective Date or subsequent to the End Date. All unpaid obligations incurred prior to the End Date shall be paid and satisfied by Grantee within thirty (30) days thereafter. Grant Funds shall be deobligated if not expended in the time and manner agreed herein. The 911 Board may deobligate all or part of the awarded funds if:

a. The actual cost of goods or services identified in the Grant budget funded by the Grant award is less than the total award, or

b. If the activities for which the Grant was awarded do not begin within three (3) months of the effective date of this Agreement.

If Grant Funds are not expended within the term of this Agreement and manner agreed herein, and in compliance with the project schedule and budget, the Board shall provide notice of deobligation of such Grant Funds to the Grantee. Notice of deobligation shall provide an effective date of deobligation which shall not be less than thirty (30) days after the date of the notice.

12. Project Records.

a. Grantee shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner so as to identify and document clearly the expenditure of Grant Funds provided under this Agreement, separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.

b. Grantee shall retain all financial records, supporting documents, and all other pertinent records related to the Project for five (5) years from the End Date. In the event such records are audited, all Project records shall be retained beyond such three-year period until any and all audit findings have been resolved.

c. Pursuant to N.C. Gen. Stat. §143C-6-23, and §147-64.7, Grantee agrees to make available to the State Auditor, Board, or designated representatives of the foregoing, all of its records that relate to the Project, and agrees to allow the 911 Board or its representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the 911 Board or its representative may deem necessary.

d. Grantee acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C. Gen. Stat. § 143C-6-23 *et seq.* and Non-State Entities Receiving State Funds or N.C. Gen. Stat. §159-34, The Local Government Budget and Fiscal Control Act - Annual Independent Audit; Rules and Regulations as applicable. Such audit and reporting requirements may vary depending upon the amount and source of funding received by Grantee, and such are subject to change from time to time. Grantee shall constantly monitor all performance under Grant-supported activities, including activities performed by Subgrantees, to ensure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. Such obligations to comply with the Board's or other agency's monitoring activities shall survive grant closeout and the termination of this Agreement.

13. Publications.

a. Any published or distributed reports, data, or other information shall contain a disclaimer statement to the following effect: *Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view and policies of the 911 Board.*

b. 911 Board may publish or arrange for the publication of information resulting from work carried out under this Agreement, and copyright any books, publications, films, or other copyrightable materials developed in the course of or resulting from work under this Agreement.

c. Upon publication of any materials resulting from the work of the Project, Grantee shall furnish a minimum of two copies of reprints to the 911 Board.

14. Termination; Availability of Funds.

a. If Grantee fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, the 911 Board shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and by specifying the effective date of termination. For the avoidance of doubt, Grantee's failure to appropriate funds necessary to complete the project shall be reason for termination. In such event, the 911 Board shall have no responsibility to make additional payments under this Agreement after the End Date. No further expenditures shall be made under this Agreement except for such work as shall have already been performed prior to the End Date and Grantee shall return all unearned funds upon the demand of the 911 Board.

b. The County agrees it will repay Grant Funds if it fails to comply with any terms of this Agreement. The Grantee shall not be relieved of liability to the 911 Board for damages sustained by the 911 Board by virtue of any breach of this agreement, and the 911 Board may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the 911 Board from such breach can be determined.

c. The Parties may terminate this Agreement by mutual consent upon sixty (60) days' notice. Notice may be given by either party to the other at the addresses and to the attention of the Party's representative specified in Paragraph 28 below.

d. Termination of the contract by the Grantee shall not prohibit the 911 Board from seeking remedies for additional costs consequential to the termination incurred by the 911 Board. The Grantee shall repay to the 911 Board any Grant Funds received in excess of the distributions under this Agreement.

15. Liabilities and Loss. The 911 Board assumes no liability, nor shall it have any liability under this Agreement, with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims, or losses arising out of any activities undertaken by Grantee or its contractors under this Agreement, whether with respect to persons or property of Grantee, or third parties. Grantee agrees to obtain insurance to protect it and others as it may deem desirable, or, if it elects not to obtain such insurance, it represents that it has adequate resources available to it for this purpose. Further, Grantee agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees against any liability, including costs and expenses and attorney's fees, for the violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any information published resulting from the work of the Project or based on any libelous or other unlawful matter contained in such information. Grantee also further agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any and all subgrantees, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project and the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee or its agents in the performance of the Project.

16. Bankruptcy of Third Parties. In the event that any Subgrantee (or other entity other than Grantee) receiving Grant Funds files bankruptcy owing Grantee, the Board or other entities any money, it shall be the sole responsibility of Grantee to (i) immediately notify the Board and (ii)

pursue all reasonable claims against the debtor in bankruptcy to obtain the maximum payment allowed by law. To the extent that Grantee fails to pursue the debtor in bankruptcy and obtain the maximum payment allowed by law, Grantee shall be responsible for all amounts paid to such Third Party that are not returned to Grantee; and no Grant Funds may be expended to replace such monies or payments represented by claims against the Third Party.

17. Remedies. In the event of Grantee's non-compliance with any provision in this Agreement, Grantee agrees that the Board may take any actions authorized by law or by this Agreement, including but not limited to those described in 09 NCAC 03M .0401. These remedies include, but are not limited to, reducing, or suspending Grant Funds or terminating the Grant, including the withdrawal of all funds described in this Agreement except for funds already expended on otherwise eligible activities which may not be recaptured or deducted from future grants. The Board may also require Grantee to reimburse Grantee's Program account for improperly expended funds by Grantee or any Subgrantee or other Third Party, as set forth in G.S. §143B-1407(c).

a. Upon non-compliance with the applicable provisions of 09 NCAC 03M, the Board shall take measures under .0801 of that Subchapter to ensure that the requirements are met, including: communicating the requirements to the non-State entity; requiring a response from the non-State entity upon a determination of noncompliance; and suspending payments to the non-State entity until the non-State entity is in compliance.

b. Pursuant to 09 NCAC 03M .0703(11), the Parties may terminate this Agreement with 60 days' notice by mutual consent, or as otherwise provided by law. Pursuant to 09 NCAC 03M .0703(13), unexpended Grant Funds shall revert back to the Board upon termination of the Agreement, unless otherwise provided by applicable laws, rules, regulations or orders.

c. However, no termination of this Agreement or the Grant (i) removes Grantee's liability regarding any Grant Funds improperly expended (including the Board's enforcement abilities to recover such funds) or (ii) removes Grantee's existing and continued obligations and liabilities with respect to Grant Funds already properly expended (including the Board's enforcement abilities).

18. Entire Agreement. This Agreement supersedes all prior agreements between the 911 Board and Grantee; and expresses the entire understanding of the Parties with respect to the transactions contemplated herein, and shall not be amended, modified, or altered except pursuant to a writing signed by both Parties.

19. Grantee Representation and Warranties. Grantee hereby represents and warrants that:

a. Grantee is duly organized and validly existing as a unit of local government under the laws of the State of North Carolina.

b. This Agreement constitutes a binding obligation of Grantee, enforceable against it in accordance with its terms. The execution and delivery of this Agreement have been duly authorized by all necessary action on the part of Grantee and does not violate any applicable organizational documents of Grantee, or any agreement or undertaking to which it is a party or by which it is bound.

c. Grantee shall allocate such further and sufficient funds to complete the project in a manner consistent with this Agreement and the Grant Application.

d. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to Grantee's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or Grantee's ability to discharge its obligations under this Agreement.

e. All consents or approvals necessary from any governmental authority as a condition to the execution and delivery of this Agreement have been obtained by Grantee. Grantee shall provide the 911 Board with evidence of the existence of all such contracts at the time of the execution of this Agreement.

f. The Grantee will notify the 911 Board Executive Director of any significant problems relating to the administrative or financial aspects of the award, such as misappropriation of funds; use of 911 Funds for non-eligible expenses; or placement or retaining 911 funds in any account other than the Emergency System Telephone Fund.

g. Grantee certifies that it has complied with G.S. §§14-234 and 133-32 and shall continue to require compliance for itself and any vendors, contractors or other third parties during the term of this Agreement. Any violations of G.S. § 14-234(f) shall be reported to the Board's Executive Director within ten (10) days of Grantee learning of such violation.

20. Performance Measures. Grantee shall ensure that its contracts with third parties include performance measures that provide remedies ensuring protection of the Grant Funds, any matching funds or funds from other sources, and that secure completion of this Agreement consistent with the time and budget for the Project. Specific measures are within the discretion of Grantee, and Grantee shall consider including measures including one or more of the following:

a. Requiring terminated vendors to provide costs of cover for replacement goods or services.

b. Termination of vendor contracts for cause and vendor's forfeiture of rights to payment.

c. Grantee's ownership, or free use, of all planning materials, estimates, drafts, plans, drawings and similar items or information produced by Grantee's vendors in the event of termination for any reason.

d. Grantee's requirement that its vendors provide contract security for their performance, including but not limited to, bonds, letters of credit, escrows of funds or other assets, or like security.

e. Terms and conditions of agreements allocating damages and setting forth limitations of liability as may be necessary or proper to ensure that any breaches or failures to perform by Grantee's vendors, as a minimum measure,

f. Acceptance testing and warranties for any and all equipment, goods and services provided by Grantee's vendors of sufficient duration and measurement to ensure performance consistent with 911 center operations.

21. Subcontracting. Grantee shall not subcontract any of the work contemplated under this contract without obtaining prior written approval from the 911 Board. Any approved subcontract shall be subject to all conditions of this Agreement. Only the subgrantees specified in the Application are to be considered approved upon award of the contract. Grantee shall be

responsible for the performance of any subgrantee; and shall require all subgrantees to comply with the provisions of the grant award, including this Agreement. Grantee shall be responsible for the performance of any subgrantee.

a. Grantee shall ensure that any subgrantee provides all information necessary or proper to ensure compliance with this Agreement and the timely completion of the Project.

b. The Grantee shall provide all necessary personnel, equipment, and facilities required to implement the work as stated in the Grantee's grant application and subsequently approved project schedules, budgets and project scope identified herein, in accordance with the stated objectives, goals, results, standards, and deliverables.

22. Excusable Delay (Force Majeure). Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes and other natural catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control. Grantee shall notify the 911 Board promptly of any factor, occurrence or event that comes to its attention that may affect or delay Grantee's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

23. Dispute Resolution. The Parties agree that it is in their mutual interest to resolve disputes informally. A claim by Grantee shall be submitted in writing to the 911 Board for decision. A claim by the 911 Board shall be submitted in writing to Grantee for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law; or invite the other party to submit the matter to mediation. If both Parties agree to submit the matter to mediation, the following actions shall be taken:

a. Each Party shall recommend a mediator certified by the N.C. Courts after first determining that the recommended mediator, and said mediator's firm, if any, have no conflict or prior knowledge of the matter to be resolved, and no prior work for or against either Party,

b. The recommended mediators must have knowledge of the general subject matter of the FCC 911 laws, regulations and 911 practices,

c. The recommended mediators must be able to execute and deliver a satisfactory confidentiality and non-disclosure agreement if information exempt from disclosure under N.C. Gen. Stat. §132-1, *et seq.* is relevant or material to the matter to be resolved,

d. Recommended mediators and their respective contact and qualification information shall be exchanged within five (5) days to each party as provided in Paragraph 28 below following the agreement to mediate,

e. Unless the Parties mutually agree to select a particular mediator, the selection of a mediator shall be determined by the Mediator's earliest available date to initiate mediation.

Any agreement to mediate shall require the Parties to appear and mediate the matter in good faith in accordance with the schedule and calendar established by the Mediator, and

f. Provided, however, that this term shall not constitute an agreement by either Party to mediate or arbitrate any dispute; and that any agreement to mediate may be revoked or terminated without penalty therefor if so advised by the N.C. Attorney General.

24. Special Provisions and Conditions.

a. The 911 Board may request from Grantee certain information that will assist 911 Board with evaluation of the short and long-range impact of its programs. Grantee recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide such information as requested.

b. If the 911 Board finds that Grantee has used Grant Funds for an unauthorized purpose, or in a manner not agreed and approved as provided in this Agreement, the Board shall report such findings to the Attorney General, The Office of State Budget and Management, the Office of the State Auditor, the Local Government Commission, and the Office of the State Controller, as may be required by applicable law and regulations. Funds shall not be disbursed to Grantee if the Grantee fails to comply with the reporting requirements of this Agreement.

c. Nondiscrimination. Grantee agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.

d. Conflict of Interest. Grantee certifies that to the best of its knowledge no employee or officer of Grantee has any pecuniary interest in the business of the 911 Board or of the Project, and that no person associated with Grantee has any interest that would conflict in any manner with the performance of the Agreement.

e. Order of Precedence. To the extent of any conflict between this Agreement, including the Exhibits comprising Grantee's Grant Application and supporting documents and Reporting Schedule, such conflicts shall be resolved by first referring to this Agreement, followed serially by the Reporting Schedule, grant application, and lastly by other subordinate documents in reverse order to their adoption.

f. Compliance with Laws. Grantee shall at all times observe and comply with all laws, ordinances, and regulation of the state, federal and local governments which may in any manner affect the performance of the Agreement.

g. Non-Assignability. Grantee shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the 911 Board; provided, however, that claims for money due to Grantee from the 911 Board under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

h. Personnel. Grantee represents that is has, or will secure at its own expense, all personnel required to carry out and perform the scope of services required under this Agreement. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

i. Future Cooperation. The Board and Grantee agree to cooperate fully with one another, to execute any and all supplementary documents and/or agreements that may be

necessary or helpful to give full force and effect to the terms of this Agreement and to the Parties' intentions in entering this Agreement.

j. Illegal Aliens. No costs incurred as a result of work performed by illegal aliens shall be eligible for reimbursement by Grant Funds. As such, in submitting a reimbursement request to the Board for payment, Grantee shall be required to certify to the Board that the expenses for which reimbursement is sought were not incurred as a result of work performed by illegal aliens. Contracts awarded by the Grantee that are funded by this Grant shall require Grantee's Vendor(s) and each of its subcontractors comply with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2.

25. Intellectual Property Rights. All documents, data, databases, maps, compilations and other works produced by Grantee or any subgrantee under this Agreement shall be considered either Works for Hire under applicable copyright law, or as public records, and neither Grantee nor any subgrantee shall have any property rights of ownership in such works.

26. Confidential Information. The Parties acknowledge and agree that each is subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. §132-1, *et seq.* The Parties further acknowledge and agree that other standards of confidentiality may apply to information made or received during the performance of this Agreement. Such information may include proprietary information of a third party. Prior to accepting any proprietary information, the receiving Party shall ensure that an appropriate and acceptable non-disclosure agreement (NDA) is prepared. Any NDA shall ensure:

- a. That the Proprietary Information is protected as permitted by applicable law,
- b. That the Proprietary Information is available and accessible to all persons as may be necessary to complete the purposes of this Agreement, and
- c. That the Proprietary Information is clearly marked as such.

27. Proprietary Information: Proprietary information shall be subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. 132-1, *et seq.* Grantee shall ensure that any third party is encouraged to review the applicable Statutes prior to submitting any information or documentation believed to be proprietary.

a. 911 Board may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §143B-1412 and §132-1, *et seq.* Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2.

b. Grantee may permit third parties to designate appropriate portions of reports, data, and other deliverables as confidential, consistent with and to the extent permitted under the statutes set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "**CONFIDENTIAL.**" By so marking any page, any disclosing party warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Statutes set forth above.

c. The 911 Board may serve as custodian of confidential information and not as an arbiter of claims against any party's assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel disclosure information marked confidential,

the disclosing party agrees that it will intervene in the action through its counsel and participate in defending the 911 Board, including any public official(s) or public employee(s). The 911 Board agrees to promptly notify Grantee in writing of any action seeking to compel the disclosure of a third party's confidential information. The 911 Board shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The 911 Board shall have no liability to Grantee or any third party with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law; nor by disclosure of unmarked information or information that is publicly known.

28. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered by one or more of the following: when deposited in the United States mails, first class, postage prepaid and properly addressed, or by e-mail, as follows:

If to the 911 Board: Attn: L. V. Pokey Harris, Executive Director
 N.C. 911 Board
 P.O. Box 17209
 Raleigh, NC 27609

Ph: 919-754-6621
E-Mail: pokey.harris@nc.gov

If to Grantee: Attn: Todd Seagle
 911 Communications Director
 104 E. Main Street
 Franklin, NC 28734

Ph: (828) 349-2067
E-Mail: tseagle@maconnnc.org

or addressed to such other address or to the attention of such other individual as the 911 Board or Grantee shall have specified in a notice delivered pursuant to this Subsection.

29. Construction. This Agreement shall be construed and governed by the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. The Parties agree and submit, solely for matters relating to this contractual Agreement, to the jurisdiction of the courts of the State of North Carolina and stipulate that Wake County shall be the proper venue for all matters.

30. **This Agreement will expire if not signed and returned to the 911 Board for countersignature no later than ninety (90) days from the date it was sent to Grantee.**

IN WITNESSETH WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Macon County

By: _____

Title: _____

Date: _____

ATTEST:

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

By: _____

Director of Fiscal Operations

N.C. 911 Board

By: _____

Title: _____

Date: _____

Exhibit A
Reporting Schedule

Grantee shall report the following to the Board, by providing information to the Executive Director:

1. Grantee's contracts shall include performance measures and acceptance testing criteria to ensure that the equipment and services meet the operational and technical requirements of the 911 center. Grantee shall provide copies of contracts, purchase orders and invoices for any equipment or services for which Grant Funds will be expended, including direct disbursements to subgrantees, if any. Such items shall be reported to the Executive Director in a timely manner to ensure prompt payment for any authorized invoices.
2. Progress Reports or assessments that demonstrate the success, or lack thereof, of the Project. The progress reports shall include activities and actions within the Scope of Project (Section 2), Project Schedule (Section 6), any changes in the governance proposed in the Grant Application (Section 3), achievement or progress regarding PSAP priorities identified in the Grant Application and the following information: a comparison of actual accomplishments to the goals and objectives described in the Grant Application as such are established for the period and any significant findings; reasons why established goals were not met, if applicable; and other pertinent information including, where appropriate, analysis and explanation of cost overruns or projected changes in time or funding needed for completion of project objectives.
3. A general project timeline of milestones is listed or incorporated herein and shall be revised consistent with progress reports and budgets for the Macon County PSAP.
4. Monthly Reports: The Grantee shall provide monthly reporting of contracts, purchase orders and other financial matters identified in Exhibit A Paragraph 1 above. These monthly reports shall be delivered beginning on 5 August 2023 and continue thereafter on the fifth day of each month for the term of the Agreement.
 - a. The Grantee shall submit one copy of each report via email in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator.
 - b. The Grantee shall appear and provide presentations to the 911 Board during the term of this Agreement upon request of the 911 Board.
5. Interim Reports: Between the required reporting dates, events may occur which have significant impact upon the project or program. In such cases, the Grantee shall inform the 911 Board as soon as the following types of conditions become known:
 - a. Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work. This disclosure shall be accompanied by a statement of the action taken or contemplated, and any Federal or other assistance needed to resolve the situation.
 - b. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.
 - c. Interim reports shall be delivered not less than annually.

6. Final Project Report

- a. The Grantee shall submit one copy of the final project report via email in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator within 45 days after the end of the project period.
 - b. The final project report shall document and summarize the results of the work. It shall include detailing the activities, expenditures of the funds, and the ways in which the needs identified in the grant application were met. The final report shall be submitted within 45 days after the end of the project period, and shall be accompanied by supporting documentation for all expenditures of the Grant Funds.
 - c. The Grantee shall submit at the same time of the final report the final invoices to be reimbursed. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report is received and approved as meeting the requirements of Rule 09 NCAC 06C .0405(c).
7. Budgets and/or budget projections for subsequent years, as may be developed during the term of this Agreement, illustrating financial support to update and maintain the Project equipment.

Exhibit B
Grant Application

Grantee's grant application is incorporated by reference.



JECO Pyrotechnics, Inc.
195 Rodgers Ridge Rd.
Newland, NC 28657
Ph. 828-260-2619
Jecopyro@gmail.com

Date: 4/4/2023

Attention: Macon County Fire Marshal Office

Re: application for fireworks permit

Please find the attached documents listed below in support of our request for a permit for an outdoor fireworks display.

- Application for permit
- Certificate of insurance
- Shot list
- Site display
- Copy of operator license
- Emergency Procedures and contingency plan

Date/time of show: Friday, 6/9/2023, approximately 9:30pm

Sponsor & Location: Skyline Lodge, 470 Skyline Lodge Rd, Highlands, NC 28741

Ignition system: hand fire

Size of product: 1.4g

Please let me know if further information is needed.

Thank you,

Eric Wright

Eric Wright, president
JECO Pyrotechnics, Inc.

**APPLICATION FOR PERMIT TO EXHIBIT, USE AND/OR DISCHARGE
PYROTECHNICS FOR CONCERT OR PUBLIC EXHIBITION**

1. Display Operator/Applicant's full name and address: Cody Greene
~~XXXXXXXXXX~~ - JECO Pyrotechnics, Inc.
195 Rogers Ridge Rd. Newland, NC 28657
2. Has the Display Operator/Applicant been issued a display operator license under N.C. Gen. Stat. § 58-82A-3 and does the same remain in effect? yes. Attach copy.
3. Place of proposed public exhibition: 470 Skyline Lodge Rd. Highlands, NC 28741
4. Will the exhibition be indoor? NO. If so, additional rules apply.
5. Will the proposed exhibition be in connection with concerts or public exhibitions, such as fairs, carnivals, shows of all descriptions and/or public celebrations? yes. If so, which: wedding reception
6. Will the proposed exhibition be used for any other purpose? NO. If so, what? _____
7. Does the Display Operator/Applicant have insurance in the amount of at least five hundred thousand dollars (\$500,000) or the minimum amount required by the North Carolina Building Code pursuant to N.C. Gen. Stat. § 143-138(e), whichever is greater? yes
Attach full copy of the same.
8. The names of all Individual(s) who are to exhibit, use, handle or discharge pyrotechnics in connection with the concert or public exhibit: Tim Howell, Michael Jackson
9. Have all persons identified in #8 above completed training and licensing required under Article 82A of Chapter 58 of the North Carolina General Statutes? yes
10. Will the display operator or proximate audience display operator, as required under Article 82A of Chapter 58 of the North Carolina General Statutes, be present at the concert or public exhibition? yes
11. Will the display operator or proximate audience display operator, as required under Article 82A of Chapter 58 of the North Carolina General Statutes, personally direct all aspects of exhibiting, using, handling, or discharging the pyrotechnics? yes
12. Does Display Operator/Applicant have all necessary permissions from the property owner of the lands where the display will take place? yes

I certify under penalty of perjury that the responses to the above are truthful all respects.

This the 1st day of April, 20 23.

Cody Greene
Display Operator/Applicant

JECO Pyrotechnics, Inc
195 Rodgers Ridge Rd
Newland, NC 28657
828-260-2619
jecopyro@gmail.com

Shot List

Location:

**Skyline Lodge
470 Skyline Lodge Rd.
Highlands, NC 28741**

Date: 06/09/2023

Shots to be fired:

| <u>Number of shots</u> | <u>description of shot</u> |
|------------------------|----------------------------|
| 216 | 1.75" artillery shells |
| 20 | 500 gram cakes |
| 6 | 200 gram cakes |



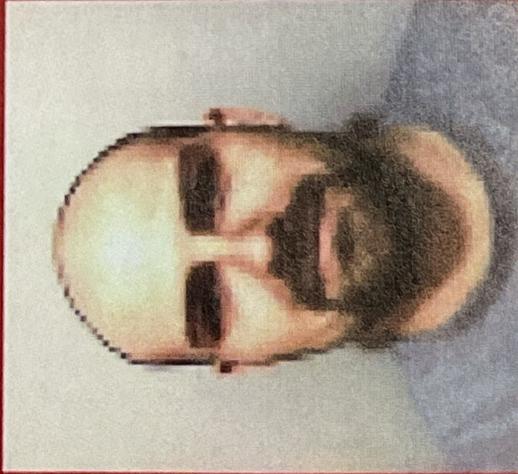
Measure distance
Click on the map to add to your path
Total distance: 150.41 ft (45.84 m)

Outdoor Pyrotechnics
Display

**OPERATORS
LICENSE**

**J
U
N**

**2
0
2
3**



**Cody Greene
License # 3823**



CONTINGENCY PLAN

1.3g & 1.4g Outdoor Pyrotechnic Display

In the instance of a catastrophe or malfunction during the firing of an outdoor fireworks display.

- 1) Immediately cease firing of all fireworks.
- 2) Ensure all pyrotechnic materials which have been ignited are doused with water and extinguished.
- 3) Assemble the full pyrotechnic crew in the previously designated area, and ensure the safety of all pyrotechnicians on site.
- 4) Ensure the safety of all spectators viewing the show.
- 5) Immediately contact and remain in continuous contact with the fire department and emergency management on site.
- 6) Contact the show sponsor to discuss the situation and verify the safety of all involved.
- 7) Once all of the above issues have been addressed, if safe to do so, continue discharge of the show.
- 8) If unsafe to continue, remove all live materials from the site and attend to immediate concerns.

From: [JECO Pyrotechnics Inc.](#)
To: tkeezer@maconnc.org
Subject: Re: Skyline Lodge Fireworks - June 9, 2023
Date: Tuesday, May 02, 2023 3:21:55 PM
Attachments: [image001.png](#)

Tammy,

I do apologize for not having their license included. Attached is Mike Jackson license pic and also Tim Howells info off of the NCDOI OSFM website. I don't have his actual picture currently but can get it if this isn't sufficient. Thanks for your help.

Eric Wright
JECO Pyrotechnics, Inc.

📶 CWW LTE

1:09 PM

🔔 95% 🔋

Photo ▼

Done





NC Pyrotechnic Safety

[Home](#) [Profile](#) [Logout](#)

Welcome to your Home Page - Timothy Scott Howell



Current Licenses for Timothy Scott Howell

Here are your current active licenses.

A 'Click to Renew' link is visible during renewal period. Follow the link to renew each license.

| Lic. No. | Lic. Type | Lic. Level | Lic. Status | Issued | Renewed | Expiration |
|----------|------------------|------------|-------------|------------|---------|------------|
| 3581 | 1.4G Pyrotechnic | Assistant | Valid | 02/15/2018 | - | 02/15/2021 |
| 3932 | 1.3G Pyrotechnic | Assistant | Valid | 02/28/2022 | - | 02/28/2025 |

New Application

App. Type/Level

Actions

[View CE Transcript](#)



STATE OF NORTH CAROLINA
COUNTY OF MACON

**APPLICATION FOR PERMIT TO EXHIBIT, USE AND/OR DISCHARGE
PYROTECHNICS FOR CONCERT OR PUBLIC EXHIBITION**

1. Display Operator/Applicant's full name and address: Deep South Fireworks, LLC
Devin Vargas 47 Lake Susie Rd. Hawkinsville, GA 31036
2. Has the Display Operator/Applicant been issued a display operator license under N.C. Gen. Stat. § 58-82A-3 and does the same remain in effect? Yes. Attach copy.
3. Place of proposed public exhibition: Lot at 15 First Street, Franklin, NC
4. Will the exhibition be indoor? No. If so, additional rules apply.
5. Will the proposed exhibition be in connection with concerts or public exhibitions, such as fairs, carnivals, shows of all descriptions and/or public celebrations? Yes. If so, which: Town of Franklin July 4th celebration.
6. Will the proposed exhibition be used for any other purpose? No. If so, what? _____.
7. Does the Display Operator/Applicant have insurance in the amount of at least five hundred thousand dollars (\$500,000) or the minimum amount required by the North Carolina Building Code pursuant to N.C. Gen. Stat. § 143-138(e), whichever is greater? Yes. Attach full copy of the same.
8. The names of all Individual(s) who are to exhibit, use, handle or discharge pyrotechnics in connection with the concert or public exhibit: Devin Vargas
9. Have all persons identified in #8 above completed training and licensing required under Article 82A of Chapter 58 of the North Carolina General Statutes? Yes.
10. Will the display operator or proximate audience display operator, as required under Article 82A of Chapter 58 of the North Carolina General Statutes, be present at the concert or public exhibition? Yes.
11. Will the display operator or proximate audience display operator, as required under Article 82A of Chapter 58 of the North Carolina General Statutes, personally direct all aspects of exhibiting, using, handling, or discharging the pyrotechnics? Yes.
12. Does Display Operator/Applicant have all necessary permissions from the property owner of the lands where the display will take place? Yes.

I certify under penalty of perjury that the responses to the above are truthful all respects.

This the 2nd day of May, 2023.

Amanda W. Owens
Display Operator/Applicant



SALES AGREEMENT FOR SERVICES

Deep South Fireworks LLC

This Sales Agreement for Services (this "Agreement") is made effective as of February 14, 2023, by and between Deep South Fireworks LLC, and The Town of Franklin represented by Amie Owens.

1. DESCRIPTION OF SERVICES. On July 4, 2023, Deep South Fireworks LLC will provide The Town of Franklin represented by Amie Owens the following services (collectively, the "Services"):

2. Services:

Firework Show with 1.4g and 1.4 Professional Product and will last for 15-17 minutes.

This will include: the product, insurance, set-up, and coordination of the show along with clean up.

The total for this show is \$15,000 and includes everything. Deep South Fireworks will cover all permit fees associated for this display.

The location for this show is 15 1st St, Franklin, NC

The time of the show is TBD by The Town of Franklin represented by Amie Owens.

3. PAYMENT. The payment shall be made to Devin Vargas of Deep South Fireworks LLC. The initial deposit will be due on or before March 1, 2023, in the amount of \$7,500. The remaining balance will be due on or before July 4, 2023, in the amount of \$7,500. Payments are accepted by check, cash, bank transfer, cash app, Venmo, or PayPal. The address if using a check, the address is 47 Lake Susie Rd Hawkinsville GA 31036.

4. WARRANTIES. Deep South Fireworks LLC shall provide its services and meet its obligations under this Agreement in a timely and professional manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Deep South Fireworks LLC's community and region, and will provide a standard of care equal to, or superior to, care used by service providers like Deep South Fireworks LLC on similar projects.

5. Cancellations. If it is lighting or thundering the show may be delayed until it will be safe to fire, but the show will be shot if it is raining. The employees of Deep South Fireworks have the right to cancel or delay a show for any reason or unsafe conditions. Outside of any of the above issues, if the customer, The Town of Franklin represented by Amie Owens, decides to cancel the event and it is paid in full, half of the money will be refunded but the deposit will not be. In the event of bad weather, the show can be set for another day within 30 days at no additional cost to the customer aside from travel and permit fees. The reschedule date will be determined by availability of Deep South Fireworks.

6. REMEDIES ON DEFAULT. In addition to all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time shall result in the automatic termination of this Agreement.

7. ENTIRE AGREEMENT. This agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

8. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

9. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

10. Deep South Fireworks will provide the insurance for this display and will be responsible for any accidents associated on this show. Deep South Fireworks will secure the discharge area and only authorized personnel will be allowed access.

10. APPLICABLE LAW. This Agreement shall be governed by and construed according to the laws of the State in which the event is taking place in.

I understand & agree this is a legal representation of my signature.

Amanda (Amie) W. Owens

2/15/2023

Customer: The Town of Franklin represented by Amie Owens

Devin Vargas

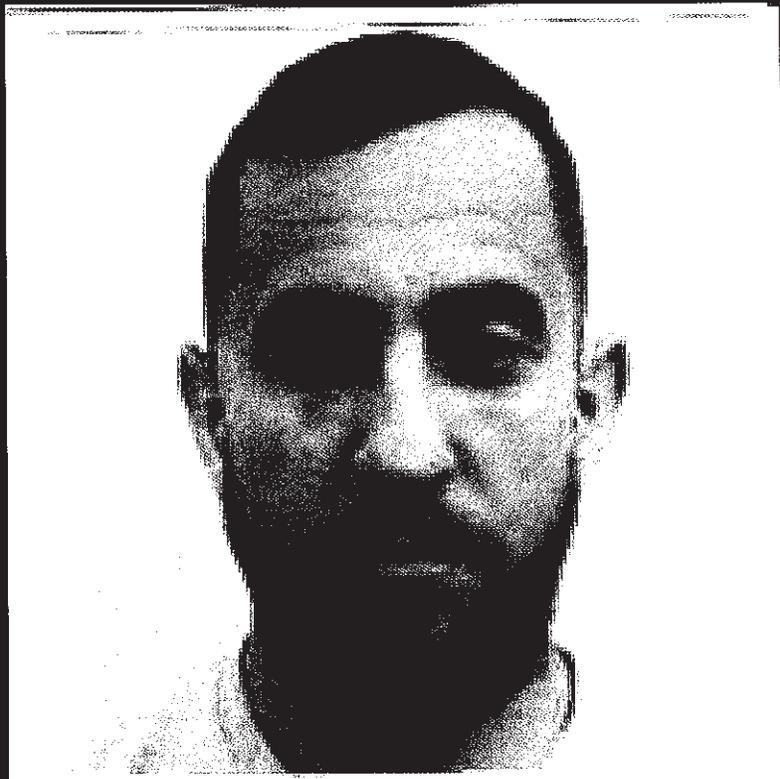
2/14/2023

Devin Vargas
Owner Deep South Fireworks LLC

**Outdoor Pyrotechnics
Display**

**OPERATORS
LICENSE**

**F
E
B**



**2
0
2
6**

**Devin Vargas
License # 4066**

NORTH CAROLINA
DEPARTMENT OF INSURANCE



OFFICE OF STATE FIRE MARSHAL

Commissioner of Insurance
State Fire Marshal

Senior Deputy Commissioner
Assistant State Fire Marshal

THE PYROTECHNICS GUILD INTERNATIONAL, INC.



Certifies That

DEVIN VARGAS

Has successfully completed the PGII Display
Fireworks Operator Certification and Safety Program,
requiring attendance at lectures and demonstrations, a
passing score on a written examination, and
documented display fireworks shooting experience.



Performance by the holder of this certificate is beyond
the control of the PGII. This organization makes no
warranty as to the holder's future performance.

John R. Steinberg no 1 November 2022
Date
John R. Steinberg, PGII Course Administrator



TOWN OF FRANKLIN

Post Office Box 1479
Franklin, North Carolina 28744
(828) 524-2516

May 1, 2023

Mr. Jimmy Teem
Macon County Fire Marshal
104 East Main Street
Franklin, NC 28734

Mr. Teem,

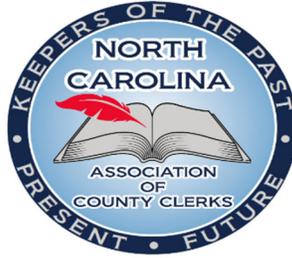
The Town Council voted at their May 1, 2023 meeting to approve a firework show at the Whitmire property on July 4, 2023. Included is the contract for the new fireworks vendor – Deep South Fireworks, as well as their insurance information.

If you need anything further, please let me know. We look forward to working with you.

Respectfully,

Amanda W. Owens
Town Manager

Cc: Town Council
John Henning Jr., Town Attorney
Ben Ormond, Franklin Fire Chief
Devin Holland, Franklin Police Chief
Justin Setser, Town Planner
Tony Angel, Festivals and Events Coordinator



P R O C L A M A T I O N
CLERKS TO THE BOARDS OF COUNTY COMMISSIONERS' WEEK
April 30 through May 6, 2023

WHEREAS: It is imperative to the democratic process that a well-informed citizenry participates in the operation of their local government; and

WHEREAS: The office of the Clerk to the Board provides the communication link between the citizens, the local governing body and administrative departments, and local government partners; and

WHEREAS: The position of clerk is one of the oldest in local government, dating at least to biblical times, and whose term has long been associated with the written word; so, it is that modern-day clerks are official recordkeepers for their counties; and

WHEREAS: North Carolina law requires every board of county commissioners to appoint a clerk and the clerk continues in that position “at the pleasure of the board”; and

WHEREAS: The clerk’s most significant statutory duties concern the preparation, filing and safeguarding of local government records, but the statutory duties constitute only a portion of what the clerk actually does; and

WHEREAS: The clerk plays a vital role in county government and provides the written record needed to ensure that the board is accountable to the county’s citizens and to other public and private officials; and

WHEREAS: The clerk is sometimes described as “the hub of the wheel” in local government because of the central work that the clerk plays in the government’s communication network; and

WHEREAS: As local government becomes larger and more complicated, the clerk’s role as a professional, dispassionate provider of information to citizens, government officials, and the media becomes more and more important; and

WHEREAS: Clerks have the opportunity to participate in the North Carolina Association of County Clerks, a very active professional association of public officials dedicated to improving the professional competency of clerks through regular regional and statewide educational opportunities; and

WHEREAS: In cooperation with the University of North Carolina at Chapel Hill School of Government and International Institute of Municipal Clerks (IIMC), the North Carolina Association of County Clerks helps to sponsor a nationally recognized, examination-based certification program that culminates in receipt of the designation of Certified Municipal Clerk; and

WHEREAS: In addition, the North Carolina Association of County Clerks and the School of Government sponsor state certification programs leading to the designation of North Carolina Certified County Clerk, as well as opportunities for experienced clerks to obtain the continuing professional education needed to remain state-certified or to earn an advanced Master Clerk designation; and

WHEREAS: In addition to conducting education programs, the North Carolina Association of County Clerks also directly assists clerks on the job with mentoring programs to provide guidance to assist clerks in their day-to-day work; and

WHEREAS: Clerks, upon their own initiative, participate in these certification and education programs, including annual meetings of the North Carolina Association of County Clerks and the International Institute of Municipal Clerks, which not only improve the operation of their office, but through their achievements and awards bring favorable publicity to the counties in which they serve; and

WHEREAS: Clerks are involved at the state level, as well as in potential legislative and other matters of interest; and

WHEREAS: Although clerks work for the boards of county commissioners, they truly provide public service;

NOW, THEREFORE, the Macon County Board of Commissioners does hereby recognize the week of April 30 through May 6, 2023, as Clerks to the Boards of County Commissioners' Week, and extends our appreciation to our Clerk to the Board Mr. Derek Roland (and to our Deputy Clerks to the Board Mr. Mike Decker and Ms. Tammy Keezer) and to all County Clerks for the vital services they perform and their exemplary dedication to the county they represent.

Adopted this 9th day of May, 2023.

Paul Higdon, Chairman
Macon County Board of Commissioners

ATTEST:

Derek Roland, Clerk to the Board

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – CONSENT AGENDA

MEETING DATE: MAY 9, 2023

Item 12A. Draft minutes from the April 11, 2023 regular meeting are attached for the board's review and approval. (Mike Decker/Tammy Keezer)

Item 12B. Budget Amendments #264-266 are attached for your review and approval. (Lori Carpenter)

Item 12C. A Resolution Exempting Engineering Services for Macon Middle School (MMS) Athletic Building is attached for your review and approval. (Lori Carpenter)

Item 12D. A Proposal from Bunnell Lammons Engineering for construction materials testing and special inspection services at the MMS Athletic Building is attached for your review and approval. (Lori Carpenter)

Item 12E. The application for the Public School Building Capital Fund North Carolina Education Lottery is attached for your review and approval. (Lori Carpenter)

Item 12F. As you recall, the board approved the General Records Retention and Disposition Schedule for Local Government Agencies, and the Program Records Schedule for Local Government Agencies at the April 11, 2023 regular meeting. Tax Administrator Abby Braswell is requesting approval of the Records Retention and Disposition Schedule for County Tax Administration issued by the North Carolina Department of Natural and Cultural Resources (DNCR). This is a separate records retention and disposition schedule specific to the Tax Administration Office and also has to be approved by the Macon County Board of Commissioners. The agreement for the April 17, 2013 schedule and the November 7, 2014 amendment are included in your packet and to our knowledge have never

been approved. The full records retention and disposition documents are over 100 pages and are available for review online or in the Deputy Clerks office.

Item 12G. Tax releases for the month of April 2023 in the amount of \$1,924.72, per the attached memorandum from Tax Collections Supervisor Delena Raby

Item 12H. A copy of the ad valorem tax collection report as of April 30, 2023. Report only. No action is necessary. (Delena Raby)



MACON COUNTY BOARD OF COMMISSIONERS
APRIL 11, 2023
MINUTES

Chairman Higdon called the meeting to order at 6:00 p.m. All Board Members, County Manager Derek Roland, Deputy Clerk Mike Decker, Finance Director Lori Carpenter and County Attorney Eric Ridenour were present, as were a number of county employees, media and citizens.

ANNOUNCEMENTS:

(A) Mr. Roland announced the upcoming retirement of the HR and Safety Director/Deputy Clerk to the Board, Mr. Mike Decker. He thanked Mr. Decker for the many years of service he has given to Macon County and acknowledged some of Mr. Decker’s work as the HR Director in serving on the Health Insurance Committee that successfully overhauled and saved the county’s self-funded health insurance plan, conducting and implementing multiple pay studies and most recently helping leadership navigate through the uncertainty of a pandemic, all efforts which have and will continue to have a long-lasting impact on this organization. As Clerk to the Macon County Board of Commissioners for the past twelve years, Mr. Roland said, “Mike has written the history of the county that each of us loves so well. Hundreds of meetings, thousands of pages, and thousands of motions that collectively symbolize what Macon County is today” as those in attendance rose for a standing ovation and applause.

(B) Mr. Roland announced that Ms. Tammy Keezer would be promoted to the HR and Safety Director/Deputy Clerk to the Board position upon Mr. Decker’s retirement. He said that Ms. Keezer has over 30 years of HR experience, and began working with Macon County in 2008 as a Human Services Planner/Evaluator II at Macon County Public Health where she managed all Human Resources functions of the department. Mr. Roland said she was promoted to Assistant Health Director in 2018 and served until 2021 when she was moved to the Macon County HR

Department as the HR Analyst/Safety Officer. He shared that Ms. Keezer has played an integral role in organization-wide projects including the development and implementation of the most recent pay study, assisting with an upgrade of our Munis HR and Financial Software System, reactivation of the county's safety committee, and managing the submission, reporting and tracking of all worker's compensation claims. Mr. Roland informed those in attendance that Ms. Keezer has assisted with agenda packet and meeting minutes preparation for the Board of Commissioners since 2021 and applied for and received a scholarship from the Local Government Federal Credit Union to attend the International Institute of Municipal Clerks certification course at UNC-Chapel Hill School of Government and will complete the course in October 2023. Mr. Roland closed in saying "While this organization is losing a tremendous asset in Mr. Decker, the future is in excellent hands with Ms. Tammy Keezer."

(C) Mr. Roland announced that he would like to make a change in the budget calendar due to needing more time to look at the revaluation information, and due to the auditors being here the first week of May. He requested the board recess on May 9, 2023, and move the budget presentation to May 23, 2023, with the public hearing to be held June 13, 2023.

(D) Mr. Roland announced that Jack Morgan had received all the bids for the Nantahala Library and Community Center and they came in well under budget. He requested Mr. Morgan be allowed a few minutes to update the board on those bids. Mr. Morgan indicated that the board had approved a budget of \$266,000 for the Nantahala Library and Community Center project and he had obtained the final bids which were much lower than expected. He said the bids totaled \$197,544 and requested approval to move forward with contract negotiations. The board members consented to move forward with contract negotiations.

MOMENT OF SILENCE: Chairman Higdon requested all in attendance rise and a moment of silence was observed.

PLEDGE OF ALLEGIANCE: Led by Commissioner Shields, the pledge to the flag was recited.

RECESS: At 6:13 p.m., Chairman Higdon recessed the meeting to allow for those in attendance to move to Courtroom A on the fourth floor of the Macon County Courthouse due to an unexpectedly large number of citizens in attendance. At 6:19 p.m., Chairman Higdon reconvened the meeting. Due to the number of

citizens exceeding the capacity of Courtroom A, the meeting was delayed until cleared by Fire Marshal Jimmy Teem.

ANNOUNCEMENTS CONTINUED:

(D CONTINUATION) Mr. Morgan indicated that the board had approved a budget of \$266,000 for the Nantahala Library and Community Center project and he had obtained the final bids which were much lower than expected. He said the bids totaled \$197,544 and requested approval to move forward with contract negotiations. The board members consented to move forward with contract negotiations.

(E) Chairman Higdon invited Gracie Parker and Kennedy Carrion to come forward to speak about a youth rally being held at 4:00 p.m. on April 30, 2023, in support of mental health awareness. Gracie shared a flyer with the board members with the request to have a Macon County representative at the event. The board members consented to have a representative present

PUBLIC HEARING ON THE MODIFICATION OF THE MACON COUNTY WATERSHED ORDINANCE TO ALLOW THE WATERSHED ADMINISTRATOR TO APPROVE SPECIAL NONRESIDENTIAL INTENSITY ALLOCATION

The public hearing was called to order by Chairman Higdon at 6:25 p.m. Planning Director Joe Allen presented a proposed modification of the Macon County Watershed Ordinance to allow the Watershed Administrator to approve Special Nonresidential Intensity Allocations (SNIAs) as applicable under Section 156-32(C). He explained that the ordinance currently states, "The Planning Board is authorized to approve SNIAs consistent with the provisions of this ordinance, and such approved projects shall be awarded on a first-come, first-served basis" and the proposed amendment would state, "The Watershed Administrator is authorized to approve SNIAs consistent with the provisions of this ordinance, and such approved projects shall be awarded on a first-come, first serve basis." **Angela Martin** asked questions related to the Watershed Review Board and Mr. Allen responded to those questions indicating the elimination of the board when updates required by N.C. General Statute 160-D were implemented. **Sarah Johnson** commented on hellbenders and the desire to not make any changes to the ordinance that would impact their survival and growth. **Scott Baste** yielded his opportunity to speak and stated he had meant to sign up for the public comment period, not for the public hearing. **Betsy Baste** yielded her opportunity to speak and stated she had meant to sign up for the public comment period, not for the public hearing. At 6:33 p.m. Chairman Higdon closed the public hearing. Commissioner Young made a motion, seconded by Commissioner Shearl, to amend the ordinance as requested. The vote was unanimous.

PUBLIC COMMENT PERIOD: Chairman Higdon informed those in attendance that a 45-minute public comment period would be allowed as indicated in the board's Rules of Procedure. He said each speaker would be allowed five minutes to speak, and that a timekeeper would inform them when they had one minute left. Chairman Higdon said at the end of 45 minutes, he would close the public comment period. **Jim Gaston** spoke about the Macon County Public Library asking for compromise in a solution. **Jennifer Love** had signed up to speak but was not present. **Richard Litchford** spoke about the Macon County Public Library requesting to protect children and what they see and read. **Warren Bergstresser** spoke about the Macon County Public Library requesting the board "reform it or leave it." **Olga Pader** spoke in favor of leaving the Macon County Public Library the way that it is. **Selma Sparks** spoke in favor of keeping the Macon County Public Library the way that it is. **Susan Slater** spoke in support of the Macon County Public Library. **Dillon Castle** spoke about the Macon County Public Library requesting a change in how books are made available to children. **Mike Virga** spoke about the Macon County Public Library requesting that the public trust the board members to make the right decision. **Deni Shephard** spoke about the Macon County Public Library requesting that the county leave the Fontana Regional Library System if there was no change in how access to materials is handled. **Rebecca Tipton** spoke against the Macon County Public Library requesting that the board leave the Fontana Regional Library System.

At 7:49 p.m., Chairman Higdon closed the public comment period and stated the remaining 33 people who had signed up to speak return to next month's meeting and sign up again. Commissioner Young made a motion, seconded by Commissioner Antoine to move the remainder of the public comment period to Item 11J on the agenda. The vote was unanimous.

ADDITIONS, ADJUSTMENTS TO AND APPROVAL OF THE AGENDA: Upon a motion by Commissioner Young, seconded by Commissioner Shearl, the board voted unanimously to approve the agenda, as presented.

RECOGNITION OF THE FRANKLIN HIGH SCHOOL (FHS) TRACK AND FIELD TEAM – Chairman Higdon recognized the men's and women's Franklin High School track and field teams on their recent accomplishments and asked Coach Matt Harlfinger to share some of the accomplishments of the team. Coach Harlfinger said the team just won a state championship which is the first state championship for FHS in over 20 years. He said the team is comprised of seven

Minutes

04.11.23

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coaches and 70 plus athletes. Coach Halfinger shared information about the logistics of practices, funding, and then mentioned some recent awards won by team individuals.

REPORT OF RECENT FIRE DEPARTMENT INSPECTION – Emergency Services Director Warren Cabe gave a report regarding the recent inspection and subsequent follow-up inspection of the West Macon Volunteer Fire Department. He said that the department had not met the contract requirements related to the roster of members (had 16 of the required 19 members), one non-response to send an apparatus to a structure fire, one non-response to a mutual-aid call in a neighboring fire district, and one non-response to a commercial fire alarm. Mr. Cabe said he sent the department a certified letter placing them on probation for eight months. He indicated the department submitted its report for the plan on how the issues would be corrected and participated in monthly meetings with Macon County Emergency Services and was able to correct all except the roster issues in the eight-month period which ended in the last week of February 2023. Mr. Cabe said he then informed West Macon Fire Department that he had to report to the Board of Commissioners since they had the authority to take action up to and including termination of the contract. He said he was notified just before this meeting today that they now have the required 19 people on the roster. Mr. Cabe reported the department will have a state inspection on May 22, 2023, so, he has recommended to them that Macon County Emergency Services keep meeting with them for the next two months or so until the results of the state inspection have been received and ensure there are no other items following that inspection that need resolution. After a brief discussion about the challenges in recruiting and retaining volunteer firemen, and training requirements for volunteer fire departments, Mr. Cabe said he would follow up with the board after receipt of the state report if there were any issues.

MACON COUNTY PUBLIC LIBRARY TRUSTEES REPORT – Bill Dyar, the chairman of the Macon County Public Library Trustees provided a report from the trustees [Attachment 1]. Mr. Dyar also provided a document entitled “Considerations for Macon County Withdrawing from the Fontana Regional Library System” for the board’s review and information [Attachment 2].

UPDATE ON RECREATION MASTER PLAN FOR VETERANS MEMORIAL RECREATION PARK – Parks and Recreation Director Seth Adams updated the board members on the latest steps to prepare a master plan following the board’s action at its regulating meeting on March 14, 2023. Jim Ford with McGill and Associates presented a proposal for the master plan which includes a community survey, two concept designs, and options for pursuing Parks and Recreation Trust Fund (PARTF) funding [Attachment 3]. Mr. Ford said that since McGill and Associates is already in Macon County working with the Town of Franklin on a project at the Whitmire Property location they could start on the master

plan immediately. After a brief discussion, Commissioner Young made a motion, seconded by Commissioner Antoine, to enter into a contract with McGill and Associates for a site-specific master plan for an amount not to exceed \$37,980. The vote was unanimous.

PROCLAMATION REGARDING 80'S FLASHBACK / SHRINERS HOSPITAL WEEKEND – Dave Linn and members of the Smoky Mountain Shrine Club requested approval of a proclamation proclaiming August 4 and 5, 2023 as a special celebration of the “80’s Flashback/Shriners Hospital Weekend” in Macon County in conjunction with the Town of Franklin [Attachment 4]. Mr. Linn reported that the funds from this event help 125 kids in Macon County through the Greenville Shriners Hospital. He said the goal is to raise \$50,000. Mr. Roland read the proclamation into the record, followed by a motion by Chairman Higdon, seconded by Commissioner Young, to approve the proclamation as presented. The vote was unanimous.

REQUEST FOR RELEASE OF PERFORMANCE GUARANTEES FOR PHASE 3, SECTION 1 OF GEMSTONE VILLAGE – Planning Director Joe Allen presented a request from Alec Stillwell, PE, of Stillwell Engineering to have the remaining amount of performance guarantees be released in connection with Phase III, Section I of the Gemstone Village project [Attachment 5]. Mr. Allen said the original bond amount was \$189,185, of which \$114,383 was released to Snobar, LLC on July 22, 2022, leaving a remaining balance of \$74,802. Commissioner Young made a motion, seconded by Commissioner Shearl, to approve the release as requested. The vote was unanimous.

REQUEST FOR ADDITIONAL POSITIONS AT THE DEPARTMENT OF SOCIAL SERVICES (DSS) – DSS Director Patrick Betancourt requested the creation of a new position within his department, specifically an Income Maintenance Caseworker (IMC) trainer. He indicated N.C. HB76 expands Medicaid in North Carolina and Macon County is estimated to see an increase of approximately 3,000 Medicaid recipients. Mr. Betancourt said the department currently employs eleven (11) Income Maintenance Caseworkers (IMCs) and serves about 7,000 recipients. He indicated that the addition of this new position for a trainer will ensure the IMCs handle cases accurately and efficiently and their work holds up to an audit. Mr. Betancourt said if approved, this position would start this fiscal year using lapse salary monies but would be budgeted on-going with anticipation of receiving 75 to 100 percent reimbursement for the position from Medicaid funds. Cathy Makinson, DSS Business Officer said it takes approximately one year for a new IMC to be proficient in the job and that four of the current eleven(11) IMCs have been employed for less than one year. Commissioner Shields made a motion, seconded by Commissioner Young, to approve the new position as requested. The vote was unanimous.

REQUEST FOR RESOLUTION OPPOSING HOUSE BILL 340 – DSS Director Patrick Betancourt requested approval of a letter stating the county’s opposition to House Bill 340 as it relates to services for children in foster care. Shelley Foreman with VAYA Health provided a handout explaining the reasons behind this request and the advantages for Macon County, a copy of which is in the office of the Clerk to the Board. After some discussion among board members and the request for them to have the opportunity to speak with other representatives and understand the issues more fully, the board requested Mr. Betancourt bring the request back the to next meeting for consideration.

RECESS: At 9:10 p.m., Chairman Higdon called a five-minute recess and called the meeting back to order at 9:18 p.m.

RESOLUTION ACCEPTING BID AND AUTHORIZATION OF UPSET BID PROCESS FOR THE SALE OF SURPLUS PROPERTY – Mr. Ridenour presented an Offer to Purchase Agreement in connection with the 3.76-acre tract of county-owned land located at 388 Bethel Church Road in Franklin [Attachment 6]. He said a buyer has offered to purchase the property for \$55,350, with the understanding that the county must comply with the upset bid process required by state statute and that a higher bid could be received. Mr. Ridenour also presented a Resolution Accepting Bid and Authorization of the Upset Bid Process for the Sale of Surplus Property for the board’s consideration [Attachment 7]. Commissioner Young stated he had looked at the property which has a utility easement through it and that the county is not currently collecting taxes on the property. He made a motion, seconded by Commissioner Shields, to approve the resolution and accept the bid from Mr. Cook as presented and to ensure that the public has ample opportunity to upset. The vote was unanimous.

DISCUSSION CONCERNING PURCHASE OF PROPERTY LOCATED AT 195 WAYAH STREET, FRANKLIN, NC 28734 – Mr. Roland presented the actions taken since receiving consensus from the board during a closed session to negotiate for the purchase of property located at 195 Wayah Street, Franklin, NC 28734 (PIN#’s 659407828 and 6594170017) and upon further consensus to accept the negotiated offer. He stated the following actions which constitute this acceptance must be ratified by the board:

- Disbursement of \$100,000 in refundable earnest money to the trust fund of Ridenour and Goss PA;
- \$10,000 in non-refundable due diligence money to Collins and Collins PA., to be paid to the seller.

Additionally, Mr. Roland recommended approval of a budget amendment to set aside the agreed-upon purchase price of \$1,350,000 from the General Fund Balance. After discussion, Commissioner Young made a motion, seconded by Commissioner Shields, to ratify the actions as presented. The vote was unanimous. Commissioner Young made a motion, seconded by Commissioner

Shields to approve the budget amendment to set aside the agreed-upon purchase price of \$1,350,000 from the General Fund Balance as requested. The vote was unanimous.

CONSIDERATION OF REVISED COUNTY VEHICLE/EQUIPMENT POLICY –

Mr. Decker requested approval of a revised Vehicle/Equipment Policy which has been thoroughly reviewed and recommended by the county’s Safety Committee and has also been reviewed by Mr. Ridenour, a copy of which is located in the office of the Clerk to the Board. He shared that the primary revisions include the implementation of Motor Vehicle Record (MVR) checks for all county employees annually and during pre-employment checks for new hires, and the implementation of an Accident Review Board. Mr. Decker stated these revisions have been made at the request of Travelers Insurance, our property and liability insurance carrier, and if approved would be effective July 1, 2023. Chairman Higdon made a motion, seconded by Commissioner Antoine, to approve the policy as presented. The vote was unanimous.

CONSIDERATION OF UPDATED RECORDS RETENTION AND DISPOSITION SCHEDULES –

Mr. Decker requested the approval of an update to both the General Schedule for Local Government Agencies and the Program Records Schedule for Local Government Agencies. He explained these are the Records and Disposition Schedules issued by the North Carolina Department of Natural and Cultural Resources (DNCR) and that the county is required to adhere to these schedules. Mr. Decker indicated that the Department of Social Services and the Health Department are governed by other schedules and are not included under these guidelines. He said that upon approval, the full schedules will be forwarded to all of the other county department heads for use in determining how either or both schedules apply to their function, as public records may only be destroyed with the consent of DNCR. A copy of these schedules is located in the office of the Clerk to the Board. Commissioner Young made a motion, seconded by Commissioner Shields, to approve the schedules as presented. The vote was unanimous.

CONSIDERATION OF PROCLAMATION FOR NATIONAL COUNTY GOVERNMENT MONTH –

Mr. Roland stated the National Association of Counties (NACo) is urging counties nationwide to adopt a proclamation in association with National County Government Month in April. He requested approval of the recommended proclamation and read the proclamation into the record [Attachment 8], after which Commissioner Shields made a motion, seconded by Commissioner Shearl to approve the resolution as presented. The vote was unanimous.

CONTINUATION OF PUBLIC COMMENT PERIOD: **Diann Catlin** had signed up to speak about the Macon County Public Library, but was not present when called. **Bodio Catlin** had signed up to speak about the Macon County Public Library but was not present when called. **Leah Gaston** had signed up to speak about the Macon County Public Library but was not present when called. **Robin Connell** had signed up to speak about the Macon County Public Library but was not present when called. **Elizabeth Albers** had signed up to speak about the Macon County Public Library but was not present when called. **John deVille** had signed up to speak about the Macon County Public Library but was not present when called. **Susan Ervin** spoke in support of the Macon County Library and keeping it in the Fontana Regional Library System. **Shirley Ches** spoke in favor of the Macon County Library and keeping it as a public library. **Patrick Faetz** had signed up to speak about Franklin High School but was not present when called. **Callie Roper** had signed up to speak about Franklin High School but was not present when called. **Laurel Radley** spoke in favor of the Macon County Public Library and keeping it in the Fontana Regional Library System. **Wynette Wiles** had signed up to speak about Franklin High School but was not present when called. **Michael Vargas** spoke in favor of the Macon County Library and shared his thoughts about the attack on the library. **John Becker** spoke in opposition to banning books and requested leaders instead focus on what is good for the children. **Heather Dombroskie** shared her opposition to leaving the Fontana Regional Library system. **Savannah DeHart** shared her support for Macon County Public Library. **Chris Browning** shared his opposition to explicit sexual content in the Macon County Public Library and requested the county break the contract with the Fontana Regional Library system. **Baldwin Ernst** shared his opposition to sexually explicit books in the Macon County Public Library and requested to end the contract with the Fontana Regional Library system. **Dan Kowal** read a letter that he submitted to local newspapers last week regarding the need for compromise regarding the Macon County Public Library. **Sarah Johnson** spoke in favor of the Macon County Public Library and staying with the Fontana Regional Library system. **Claudia Aguilar** had signed up to speak about the Macon County Public Library but was not present when called. **Sayble Thatch** had signed up to speak about the Macon County Public Library but was not present when called. **Matt Jackson** had signed up to speak about the Macon County Public Library but was not present when called. **Olga Lampkin** prepared a letter in support of the library which was read by her mother Olga Prader. **Heather Johnson** spoke in support of the Macon County Public Library and for staying in the Fontana Regional Library system. **MaryAnn Ingram** spoke in support of the Macon County Public Library as it serves as a sanctuary for people who are different and in support of staying in the Fontana Regional Library system for the benefit of sharing books across libraries. **Scott Baste** spoke in opposition to leaving the Fontana Regional Library system asking who would choose books for the library if the county left

that system. **Betsy Baste** spoke in favor of staying with the Fontana Regional Library system saying the parent's job is to teach their children.

CONSENT AGENDA: Upon a motion by Commissioner Shields, seconded by Commissioner Young, the board voted unanimously to approve the consent agenda as presented which includes: (A) Minutes of the March 14, 2023, regular meeting, (B) Budget amendments #220-224, (C) Tax releases for the month of March in the amount of \$1,907.10, and (D) Monthly ad valorem tax collection report for which no action is necessary.

APPOINTMENTS: Mr. Allen recommended the reappointment of Ben Ledford to the Planning Board. Mr. Ledford's term on the board expired on March 10, 2023. Commissioner Young made a motion, seconded by Commissioner Shields to approve the reappointment of Mr. Ledford for a term of three years ending March 10, 2026, as requested. The vote was unanimous.

CLOSED SESSION: At 8:04 p.m. upon a motion by Commissioner Young, seconded by Commissioner Shields, the board voted unanimously to go into closed session as allowed under NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged, NCGS 143-381.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations, or to discuss matters relating to military installation closure or realignment, NCGS 143-381.11(a)(5) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract, and NCGS 143-381.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.

At 11:49 p.m., upon a motion by Commissioner Young, seconded by Commissioner Shearl, the board voted unanimously to come out of closed session and return to open session. Commissioner Higdon read the following statement into the record, "The FRL Agreement entered into in 2013 requires that the three participating counties, Jackson, Macon, and Swain revisit the structure of the FRL every 10 years. In compliance with that agreement, the

three managers met on Thursday, April 6, and discussed what was working and what needed improvement. It was unanimously agreed that the Regional Agreement is beneficial to all three counties and their citizens, but improvement is needed in the areas of parental empowerment and governance of the FRL system. As a result, the counties are looking into:

1. Provisions which will give parents greater ability to set restrictions over what materials their minor children may check out while still remaining in compliance with the law.
2. The structure and authority of the respective local county library boards and the Regional board.

Because the structure of each of the libraries affected is different, this will take a little time to enable each county to evaluate the structure that it has in place. The hope is that we will be able to present these proposed revisions to the local agreement to the three Commissioner Boards by mid to late August.”

ADJOURN: With no other business, at 11:51 p.m., upon a motion from Commissioner Young, seconded by Commissioner Shearl, the board voted unanimously to adjourn.

Derek Roland
Ex Officio Clerk to the Board

Paul Higdon
Board Chair

**RESOLUTION EXEMPTING ENGINEERING SERVICES FOR MACON
MIDDLE SCHOOL ATHLETIC BUILDING IN 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 construction materials testing and special inspection services for Macon Middle School Athletic Building in Macon County, North Carolina; and

WHEREAS, the estimated professional engineering fee for Macon Middle School Athletic Building 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 Macon Middle School Athletic Building in Macon County, North Carolina, 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 9th day of May 2023.

Paul Higdon, Chairman
Macon County Board of Commissioners

ATTEST:

Clerk to the Board

(COUNTY SEAL)



May 1, 2023

Mr. Jack Morgan
Macon County
5 West Main Street
Franklin, North Carolina 28734

Subject: **Proposal for Construction Materials Testing & Special Inspection Services**
Macon Middle School / Athletic Building
Franklin, North Carolina
BLE Proposal No. P23-0760

Dear Mr. Morgan:

Bunnell-Lammons Engineering, Inc. (BLE) is pleased to submit this proposal to provide special inspection and construction materials testing services for the subject project. Project information was obtained from a review of the provided project drawings and a Statement of Special Inspections (sheet S003) prepared by Mr. Donald P. Fama, P.E. with SKA Engineers. dated August 8, 2022. Additional project information was obtained from BLE's Geotechnical Report (BLE Project No. J22-18065-01 dated August 12, 2022). The proposal includes a description of the project, the proposed scope of services, and the fee schedule that will apply. Testing services which may be required that are not listed can be quoted on request.

PROJECT INFORMATION

We understand initial plans are to construct a new one-story pre-engineered metal building on the south side of the existing gymnasium. The finished floor elevation of the proposed addition will match or be close to the finished floor elevation of the adjacent building, as such, based on our site visit, minimal grading (± 3 feet) is anticipated to establish new site grades. Construction will generally consist of typical light commercial construction consisting of a combination of structural steel, masonry and concrete construction. The structure will be supported by a shallow foundation system. At the time this proposal was prepared a construction schedule or material quantity list was not available.

SCOPE OF SERVICES

Special inspections are required to be performed during construction for this project in accordance with Section 1704 of the North Carolina State Building Code. Based on the statements of Statement of Special Inspections (sheet S003) prepared by Mr. Donald P. Fama, P.E. with SKA Engineers. dated August 8, 2022, the special inspection services required for the project include inspections of soils, foundations and cast-in-place concrete. The proposed testing will be performed in general accordance with the provided project drawings and will include the following:

Soils / Foundation Testing

- Provide geotechnical engineering consulting services for various geotechnical related issues as they arise during the project.
- Inspection of subgrade preparation prior to placement of controlled fill. This will include observing a proofroll of the exposed soils to locate areas that may require additional excavation or rework.
- Inspection of fill material and lift thickness for compliance with requirements.
- Conduct laboratory compaction tests on representative fill soils in general accordance with ASTM D 698 or ASTM D 1557, whichever is required by the project specifications.
- Conduct in-place field density tests to measure the percent compaction achieved by the grading contractor at the required frequency and verify dry density of compacted fill complies with the approved soils report.
- Make observations and test the soils in select footing excavation and slab area to evaluate the exposed soil conditions relative to the specified foundation design bearing capacity.
- Report daily testing and observations activities to your designated representative.

Cast-in-Place Concrete

- Review and collect mix designs to confirm appropriate mix use during specific installation.
- Periodic inspection of reinforcing steel to verify size and spacing prior to concrete placement.
- Periodic inspection of cast-in-place concrete placement.
- Obtain samples and perform tests on plastic concrete in the field including slump, air content, unit weight and temperature.
- Make 4 inch x 8 inch concrete cylinder specimens for compressive strength testing.
- Cure, test, and report concrete specimen test results.
- Report daily concrete testing activities to your representative.

Structural Steel

- Periodic inspection of high-strength bolted connections for proper tension and hardware in the field.
- Periodic visual inspection of complete and partial joint penetration groove welds, multi-pass fillet welds, single-pass fillet welds greater than 5/16 inch and plug and slot welds. Single-pass fillet welds less than 5/16 inch and floor and roof deck welds will be observed periodically. BLE will perform visual inspections of weld quality, and if deemed needed, we will perform ultrasonic testing of full-penetration welds.
- Periodic visual inspection of welding and side-lap fastening of metal roof and floor decking.
- Periodic inspection of steel framing and joint details, including bracing, member configuration and connection details for compliance with project specifications.

Inspections will be performed in accordance with the AISC Manual of Steel Construction, the AWS Structural Welding Code, AWS D1.1, ASNT, and job specifications.

Masonry (if required)

- Review and collect mix designs for mortar and grout to confirm appropriate mix use during specific installation.
- Periodic inspection of on-site prepared mortar.
- Obtain samples and perform tests on plastic mortar and grout in the field including slump and temperature.
- Make 3 inch x 6 inch grout prism specimens or 2 inch x 2 inch mortar cube specimens for compressive strength testing.
- Perform periodic inspection of grout placement techniques.
- Report daily masonry test activities to your representative.



REPORTING

An integral aspect of successful project completion is timely and accurate communication. It is our policy to keep both the owners' representative and contractor apprised of all test results. Our method of communication is two-fold: **1)** daily reports detailing observations and test results are provided by email to the requested distribution party and **2)** a summary of test results, observations and recommendations is issued for the project distribution. In addition, concrete test results are reported daily. We call immediately when test results indicate low compressive strength. In summary, we are committed to meeting our client's needs and we will provide responsive, courteous and technically proficient service.

At the completion of the project, a final report of special inspections will be prepared and provided. This report will include documentation and test results for the special inspections provided during construction of the project.

COMPENSATION

Costs associated with construction materials testing and special inspection services are dependent on, among other things, the contractor's schedule, the quantity of materials, the weather and the owner's intentions. As such, compensation for the services provided, or any additional services you request, will be based on the actual time spent and tests performed in accordance with the attached fee schedule. The fees for our services will depend heavily upon the construction schedule and will be based on the unit rates provided on the attached fee schedule. A cost estimate can be prepared, if we are supplied with a detailed construction schedule, timeline and material quantity list. However, based on our previous experience working on similar structures in the Western North Carolina area, a budget allowance of \$6,710 for the scope of services listed above is suggested and is outlined on the attached budget estimate sheet. Please note that the budget estimate provided, does not include masonry testing services as noted on G001, Alternates. The budget estimate is based on the anticipated number of part time trips to the site as shown on the budget estimate sheet.

Please keep in mind that we only intend to bill for the actual time and equipment used on the project based on the attached fee schedule. Please note that overtime rates will apply for technician time in excess of 8 hours per day, 40 hours a week, weekends and during holidays. Itemized costs for services are shown on the attached fee schedule. Items not reported on this estimate can be quoted separately upon request.

If selected, BLE will closely monitor our activities and budget and provide monthly budget reports. We will invoice for our services on a monthly basis.

BLE has in effect and maintains applicable insurance coverage. If selected for the work, a Certificate of Insurance will be issued. This certificate will be effective upon execution of our Proposal Acceptance Sheet.

We will provide BLE personnel for this project at the request of your representative. We request 24 hours' notice prior to providing on-call personnel to enable us to schedule the work efficiently. We also request a hard copy of the project plans and specifications.

AUTHORIZATION

To authorize us to provide the proposed services, please sign the attached Proposal Acceptance Sheet and return the copy to us. If you have any exceptions or special requirements not covered in this proposal, they should be listed on the Proposal Acceptance Sheet. The Terms and Conditions listed on the Proposal



*Proposal for Construction Materials Testing & Special Inspection Services
Macon Middle School / Athletic Building*

*May 1, 2023
BLE Proposal No. P23-0760*

Acceptance Sheet are part of this proposal and will be included in any agreement entered into between us.

Should you elect to authorize us to provide the proposed services by issuing us a purchase order or by letter agreement, please cross out and initial wording that does not apply to service contracts and reference this proposal in the purchase order or agreement.

CLOSURE

We appreciate your consideration of Bunnell-Lammons Engineering for this work and look forward to assisting you on this important project. If you should have any questions regarding this proposal, or if we may be of further assistance, please do not hesitate to contact us at your convenience.

Sincerely,

BUNNELL-LAMMONS ENGINEERING, INC.

Sam C. Interlicchia
Senior Project Manager

Jesse R. Jacobson
Director of Technical Services

Attachments: Budget Estimate Sheet
 2023 Unit Rate Fee Schedule
 Authorization Sheets



BUDGET ESTIMATE*
Macon Middle School / Athletic Building
Macon County, North Carolina
BLE Proposal No. P23-0760

| | | | | |
|---------------------------------------|-------------------------|----------|------------------------------|-------------|
| I. <u>Site Prep:</u> | Estimated Visits | 3 | | |
| 1. Senior Engineering Technician | \$65.00 /hr x | 5 | hrs/visit x 3 visits = | \$ 975.00 |
| 2. Truck/Equipment/Expendable Charge, | \$65.00 /visit x | 3 | visits = | \$ 195.00 |
| 3. Laboratory Proctor Tests | \$125.00 /test x | 1 | tests = | \$ 125.00 |
| 4. Project Manager | \$150.00 /hr x | 2 | hrs = | \$ 300.00 |
| 5. Word Processor | \$70.00 /hr x | 1 | hrs = | \$ 70.00 |
| | | | Subtotal | \$ 1,665.00 |

| | | | | |
|--|-------------------------|----------|------------------------------|-------------|
| II. <u>Foundation Evaluation:</u> | Estimated Visits | 2 | | |
| 1. Senior Engineering Technician | \$65.00 /hr x | 5 | hrs/visit x 2 visits = | \$ 650.00 |
| 2. Truck/Equipment/Expendable Charge, | \$65.00 /visit x | 2 | visits = | \$ 130.00 |
| 3. Project Manager | \$150.00 /hr x | 2 | hrs = | \$ 300.00 |
| 4. Word Processor | \$70.00 /hr x | 1 | hrs = | \$ 70.00 |
| | | | Subtotal | \$ 1,150.00 |

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|---|-------------------------|----------|------------------------------|-------------|
| III. <u>Concrete (Foundations and Slab):</u> | Estimated Visits | 2 | | |
| 1. Senior Engineering Technician | \$65.00 /hr x | 5 | hrs/visit x 2 visits = | \$ 650.00 |
| 2. Engineering Technician (p/ups) | \$55.00 /hr x | 3 | hrs/visit x 1 visits = | \$ 165.00 |
| 3. Truck/Equipment/Expendable Charge, | \$65.00 /visit x | 2 | visits = | \$ 130.00 |
| 5. Concrete Test Cylinders | \$13.00 /cyl x | 5 | cyl/set x 4 sets = | \$ 260.00 |
| 6. Project Manager | \$150.00 /hr x | 2 | hrs = | \$ 300.00 |
| 7. Word Processor | \$70.00 /hr x | 1 | hrs = | \$ 70.00 |
| | | | Subtotal | \$ 1,575.00 |

| | | | | |
|---------------------------------------|-------------------------|----------|------------------------------|-------------|
| III. <u>Steel Framing:</u> | Estimated Visits | 3 | | |
| 1. Structural Steel Inspector | \$88.00 /hr x | 5 | hrs/visit x 3 visits = | \$ 1,320.00 |
| 2. Project Manager | \$150.00 /hr x | 1 | hr = | \$ 150.00 |
| 3. Truck/Equipment/Expendable Charge, | \$65.00 /visit x | 4 | visits = | \$ 780.00 |
| 4. Word Processor | \$70.00 /hr x | 1 | hr = | \$ 70.00 |
| | | | Subtotal | \$ 2,320.00 |

Total \$ 6,710.00

Notes:

1. Budget estimate is based on our experience with similar projects and based on the number of hours and trips listed above.
2. Estimate may be re-evaluated if construction schedule is provided or the scope is altered.
3. BLE may be able to combine visits for soils, concrete, or cyl pick-ups in order to provide a cost savings to the project budget.
4. Cost estimate is defined as work performed Monday through Friday with no overtime or work on weekends, holidays, or night work.



**2023 UNIT RATE FEE SCHEDULE
BUNNELL-LAMMONS ENGINEERING, INC.
PROFESSIONAL SERVICES
ASHEVILLE, NORTH CAROLINA**

I. TECHNICIAN SERVICES

| | | |
|----|---|-----------------------|
| A. | Project Engineering Technician, Per Hour | \$ 55.00 |
| B. | Senior Engineering Technician, Per Hour | \$ 65.00 |
| C. | Senior Structural Steel Inspector, ASNT Level II, CWI..... | \$ 88.00 |
| D. | Truck/Equipment Per Visit (border counties; +\$30 x number of counties away)..... | \$ 65.00 |
| E. | Technician Overtime | 1.5 Times Hourly Rate |
| F. | Word Processor, Per Hour..... | \$ 70.00 |

II. ENGINEERING SERVICES

| | | |
|----|--|-----------|
| A. | Staff Professional/Engineer/Geologist/Scientist, Per Hour | \$ 95.00 |
| B. | Project Engineer (PE)/Geologist (PG)/Scientist, Per Hour | \$ 125.00 |
| C. | Senior Project Manager, Per Hour | \$ 150.00 |
| D. | Senior Engineer / Department Manager, P.E., Per Hour..... | \$ 185.00 |
| E. | Senior Consultant, P.E., Per Hour..... | \$ 200.00 |
| F. | Truck/Equipment charge Per Visit (border counties; +\$30 x number of counties away).\$ | 85.00 |

III. LABORATORY TESTING SERVICES

| | | |
|----|--|-----------|
| A. | Standard Proctor Compaction Test (ASTM D-698 or AASHTO T-99)..... | \$ 130.00 |
| B. | Modified Proctor Compaction Test (ASTM D-1557 or AASHTO T-180)..... | \$ 150.00 |
| C. | Compressive Strength of Concrete Test Cylinders and Cylinders Held in Reserve..... | \$ 18.00 |
| D. | Compressive Strength of Masonry Mortar Cubes | \$ 18.00 |
| E. | Compressive Strength of Masonry Grout Prisms (Includes sawing and capping) | \$ 30.00 |

IV. FIELD SERVICES:

| | | |
|----|--|-----------|
| A. | Nuclear Gauge, Per Day | \$ 125.00 |
| B. | Core Drill, Per Day | \$ 150.00 |
| C. | Generator Rental, Per Day..... | \$ 150.00 |
| D. | Floor Flatness (D-Meter), Per Day..... | \$ 325.00 |
| E. | Pachometer, Per Day | \$ 150.00 |
| F. | Swiss Hammer, Per Day..... | \$ 100.00 |

NOTES: Items not listed on this Fee Schedule will be quoted upon request.

The hourly rates for technicians and engineers apply for all time for testing and observations as well as all travel, loadup, and report time. Charges will be based on the position level of the individual performing the services and apply to BLE Employees and subcontract personnel.

Overtime is defined as time over 8 hours per day, on Saturdays, Sundays, or holidays, and weekday and/or weekend night work.

Miscellaneous expenses will be invoiced at our cost divided by 0.8.



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

Approved: _____

Date: _____

County: MACON
LEA: 560
Address: 5 W MAIN ST, FRANKLIN, NC 28734

Contact Person: LORI M. CARPENTER
Title: FINANCE DIRECTOR
Phone: 828-349-2027

Project Title: 2022-2023 DEBT SERVICE ON SCHOOLS
Location: VARIOUS
Type of Facility: SCHOOL FACILITY

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

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

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

Short description of Construction Project: _____

Estimated Costs:

| | | | |
|------------------------------|-------|-----------|-------------------|
| Purchase of Land | _____ | \$ | _____ |
| Planning and Design Services | _____ | | _____ |
| New Construction | _____ | | _____ |
| Additions / Renovations | _____ | | _____ |
| Repair | _____ | | _____ |
| Debt Payment / Bond Payment | _____ | | 292,106.92 |
| TOTAL | _____ | \$ | 292,106.92 |

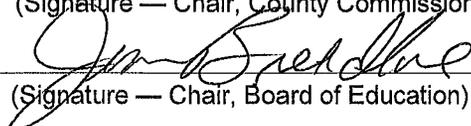
Estimated Project Beginning Date: _____ Est. Project Completion Date: _____

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

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 292,106.92 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners)

(Date)



(Signature — Chair, Board of Education)

4-24-2023

(Date)

**Tax Administration
Records Retention and Disposition Schedule**

The records retention and disposition schedule and retention periods governing the records series listed herein are hereby approved. In accordance with the provision of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement. The local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed. However, records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule. **Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.**

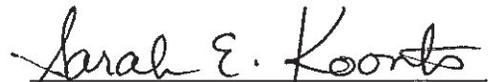
This local government agency and the Department of Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods which allow these records to be destroyed when "*administrative value ends.*" The local government agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "*destroy when administrative value ends.*" If a municipality does not establish internal policies and retention periods, the municipality is not complying with the provisions of this retention schedule and is not authorized by the Department of Cultural Resources to destroy the records with the disposition instruction "*destroy when administrative value ends.*"

The local government agency and the Department of Cultural Resources concur that the long-term and/or permanent preservation of electronic records require additional commitment and active management by the agency. The agency agrees to comply with all policies, standards, and best practices published by the Department of Cultural Resources regarding the creation and management of electronic records.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule is to remain in effect from the date of approval until it is reviewed and updated.

APPROVAL RECOMMENDED

Tax Assessor/Collector


Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Chairman, Bd. County Commissioners


Susan W. Kluttz, Secretary
Department of Cultural Resources

County: _____

April 17, 2013

**Tax Administration
Records Retention Schedule Amendment**

Amending the Tax Administration Records Retention and Disposition Schedule published April 17, 2013.

STANDARD 5. PERSONNEL RECORDS

Amending item 19 **Employee Eligibility Records** as shown on substitute page 36.

APPROVAL RECOMMENDED

Tax Assessor/Collector

Sarah E. Koonts

Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Chairman
Board of County Commissioners

Susan W. Kluttz

Susan W. Kluttz, Secretary
Department of Cultural Resources

November 7, 2014

County

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: May 04, 2023

RE: Releases for April, 2023

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 APRIL 2023: \$ 1,924.72

RELEASES REPORT
Macon County

| NAME | BILL NUMBER | OPER | DATE/TIME | DISTRICT | VALUE | AMOUNT |
|---------------------------------|-----------------------|------|-----------------------|-----------------|-----------|--------|
| 137135 CARVER, ROBERT WESLEY | 2022-203591 | LAS | 12/31/9999 9:54:28 AM | | | |
| | DY: PERSONAL PROPERTY | | | F01 ADVLTAX | 18,128.00 | 12.69 |
| | | | | G01 ADVLTAX | 18,128.00 | 72.51 |
| | | | | G01 PEN FEE | 18,128.00 | 7.25 |
| | | | | TOTAL RELEASES: | | 92.45 |
| 137135 CARVER, ROBERT WESLEY | 2020-203591 | LAS | 12/31/9999 9:52:43 AM | | | |
| | DY: PERSONAL PROPERTY | | | F01 ADVLTAX | 20,288.00 | 11.05 |
| | | | | F01 PEN FEE | 20,288.00 | 1.11 |
| | | | | G01 ADVLTAX | 20,288.00 | 76.02 |
| | | | | G01 PEN FEE | 20,288.00 | 7.60 |
| | | | | TOTAL RELEASES: | | 95.78 |
| 137135 CARVER, ROBERT WESLEY | 2021-203591 | LAS | 12/31/9999 9:53:34 AM | | | |
| | DY: PERSONAL PROPERTY | | | F01 ADVLTAX | 17,888.00 | 9.75 |
| | | | | F01 PEN FEE | 17,888.00 | 0.98 |
| | | | | G01 ADVLTAX | 17,888.00 | 71.55 |
| | | | | G01 PEN FEE | 17,888.00 | 7.16 |
| | | | | TOTAL RELEASES: | | 89.44 |
| 60526 JONES, DARLA ANN | 2022-55847 | LAS | 12/31/9999 1:04:39 PM | | | |
| | DY: PERSONAL PROPERTY | | | F09 ADVLTAX | 2,140.00 | 1.51 |
| | | | | G01 ADVLTAX | 2,140.00 | 8.56 |
| | | | | L01 FEEFEE | 2,140.00 | 108.00 |
| | | | | TOTAL RELEASES: | | 118.07 |
| 60526 JONES, DARLA ANN | 2020-55847 | LAS | 12/31/9999 1:03:22 PM | | | |
| | DY: PERSONAL PROPERTY | | | F09 ADVLTAX | 2,470.00 | 1.74 |
| | | | | G01 ADVLTAX | 2,470.00 | 9.26 |
| | | | | L01 FEEFEE | 2,470.00 | 108.00 |
| | | | | TOTAL RELEASES: | | 119.00 |
| 60526 JONES, DARLA ANN | 2021-55847 | LAS | 12/31/9999 1:04:00 PM | | | |
| | DY: PERSONAL PROPERTY | | | F09 ADVLTAX | 2,140.00 | 1.51 |
| | | | | G01 ADVLTAX | 2,140.00 | 8.56 |
| | | | | L01 FEEFEE | 2,140.00 | 108.00 |
| | | | | TOTAL RELEASES: | | 118.07 |
| 60526 JONES, DARLA ANN | 2019-55847 | LAS | 12/31/9999 1:02:18 PM | | | |
| | DY: PERSONAL PROPERTY | | | F09 ADVLTAX | 2,620.00 | 1.85 |
| | | | | G01 ADVLTAX | 2,620.00 | 9.82 |
| | | | | L01 FEEFEE | 2,620.00 | 95.00 |
| | | | | TOTAL RELEASES: | | 106.67 |

RELEASES REPORT
Macon County

| NAME | BILL NUMBER | OPER | DATE/TIME | DISTRICT | VALUE | AMOUNT |
|-----------------------|-------------|------|------------------------|-----------------|----------|--------|
| MANNING, LARRY JEROME | 2015-55410 | ZAD | 12/31/9999 10:57:32 AM | | | |
| | | | | F01 ADVLTAX | 1,594.00 | 0.71 |
| | | | | G01 ADVLTAX | 1,594.00 | 5.56 |
| | | | | TOTAL RELEASES: | | 6.27 |
| | | | | | | |
| MANNING, LARRY JEROME | 2016-55410 | ZAD | 12/31/9999 10:56:19 AM | | | |
| | | | | F01 ADVLTAX | 1,594.00 | 0.71 |
| | | | | G01 ADVLTAX | 1,594.00 | 5.56 |
| | | | | L01 FEEFEE | 1,594.00 | 95.00 |
| | | | | TOTAL RELEASES: | | 101.27 |
| | | | | | | |
| MCMAHAN, SCOTT | 2016-56022 | LAS | 12/31/9999 2:36:57 PM | | | |
| | | | | F09 ADVLTAX | 2,119.00 | 1.36 |
| | | | | G01 ADVLTAX | 2,119.00 | 7.40 |
| | | | | L01 FEEFEE | 2,119.00 | 95.00 |
| | | | | TOTAL RELEASES: | | 103.76 |
| | | | | | | |
| MCMAHAN, SCOTT | 2017-56022 | LAS | 12/31/9999 2:37:31 PM | | | |
| | | | | F09 ADVLTAX | 1,786.00 | 1.15 |
| | | | | G01 ADVLTAX | 1,786.00 | 6.23 |
| | | | | L01 FEEFEE | 1,786.00 | 95.00 |
| | | | | TOTAL RELEASES: | | 102.38 |
| | | | | | | |
| MCMAHAN, SCOTT | 2018-56022 | LAS | 12/31/9999 2:38:09 PM | | | |
| | | | | F09 ADVLTAX | 1,866.00 | 1.20 |
| | | | | G01 ADVLTAX | 1,866.00 | 6.51 |
| | | | | L01 FEEFEE | 1,866.00 | 95.00 |
| | | | | TOTAL RELEASES: | | 102.71 |
| | | | | | | |
| MCMAHAN, SCOTT | 2012-56022 | LAS | 12/31/9999 2:23:27 PM | | | |
| | | | | F09 ADVLTAX | 2,673.00 | 1.26 |
| | | | | G01 ADVLTAX | 2,673.00 | 7.46 |
| | | | | L01 FEEFEE | 2,673.00 | 72.00 |
| | | | | TOTAL RELEASES: | | 80.72 |
| | | | | | | |
| MCMAHAN, SCOTT | 2013-56022 | LAS | 12/31/9999 2:24:01 PM | | | |
| | | | | F09 ADVLTAX | 2,300.00 | 1.08 |
| | | | | G01 ADVLTAX | 2,300.00 | 6.42 |
| | | | | L01 FEEFEE | 2,300.00 | 72.00 |
| | | | | TOTAL RELEASES: | | 79.50 |
| | | | | | | |
| MCMAHAN, SCOTT | 2014-56022 | LAS | 12/31/9999 2:25:48 PM | | | |
| | | | | F09 ADVLTAX | 2,380.00 | 1.12 |
| | | | | G01 ADVLTAX | 2,380.00 | 6.64 |
| | | | | L01 FEEFEE | 2,380.00 | 72.00 |
| | | | | TOTAL RELEASES: | | 79.76 |
| | | | | | | |

RELEASES REPORT
Macon County

| NAME | BILL NUMBER | OPER | DATE/TIME | DISTRICT | VALUE | AMOUNT |
|-----------------------|-------------|------|-----------------------|-----------------|----------|----------|
| MCMAHAN, SCOTT | 2015-56022 | LAS | 12/31/9999 2:27:49 PM | | | |
| | | | | F09 ADVLTAX | 2,290.00 | 1.47 |
| | | | | G01 ADVLTAX | 2,290.00 | 7.99 |
| | | | | L01 FEEFEE | 2,290.00 | 72.00 |
| | | | | TOTAL RELEASES: | | 81.46 |
| MCMAHAN, SCOTT | 2019-56022 | LAS | 12/31/9999 2:38:42 PM | | | |
| | | | | F09 ADVLTAX | 1,746.00 | 1.23 |
| | | | | G01 ADVLTAX | 1,746.00 | 6.54 |
| | | | | L01 FEEFEE | 1,746.00 | 95.00 |
| | | | | TOTAL RELEASES: | | 102.77 |
| MCMAHAN, SCOTT | 2021-56022 | LAS | 12/31/9999 2:39:54 PM | | | |
| | | | | F09 ADVLTAX | 1,414.00 | 1.00 |
| | | | | G01 ADVLTAX | 1,414.00 | 5.66 |
| | | | | L01 FEEFEE | 1,414.00 | 108.00 |
| | | | | TOTAL RELEASES: | | 114.66 |
| MCMAHAN, SCOTT | 2020-56022 | LAS | 12/31/9999 2:39:23 PM | | | |
| | | | | F09 ADVLTAX | 1,644.00 | 1.16 |
| | | | | G01 ADVLTAX | 1,644.00 | 6.16 |
| | | | | L01 FEEFEE | 1,644.00 | 108.00 |
| | | | | TOTAL RELEASES: | | 115.32 |
| MCMAHAN, SCOTT | 2022-56022 | LAS | 12/31/9999 2:22:51 PM | | | |
| | | | | F09 ADVLTAX | 1,414.00 | 1.00 |
| | | | | G01 ADVLTAX | 1,414.00 | 5.66 |
| | | | | L01 FEEFEE | 1,414.00 | 108.00 |
| | | | | TOTAL RELEASES: | | 114.66 |
| NET RELEASES PRINTED: | | | | | 1,924.72 | |
| TOTAL TAXES RELEASED | | | | | | 1,924.72 |

Macon County
Advalorem Tax Collections Report
Year To Date April 2023 Tax Year 2022

| TAX YEAR 2022 Month To Date April 2023 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 | 669,378.87 | 664.94 | -1,160.09 | 0.00 | -15.38 | 668,868.34 | -108,037.09 | 560,831.25 |
| Fire Districts | 114,209.95 | 184.97 | -201.08 | 0.00 | -2.65 | 114,191.19 | -16,784.08 | 97,407.11 |
| Landfill User Fee | 119,722.91 | 0.00 | -216.00 | 0.00 | -4.46 | 119,502.45 | -15,933.08 | 103,569.37 |
| TOTAL: | 903,311.73 | 849.91 | -1,577.17 | 0.00 | -22.49 | 902,561.98 | -140,754.25 | 761,807.73 |

| TAX YEAR 2022 Year To Date April 2023 Tax Year 2022 | | | | | | | | This Year | Last Year | |
|---|-------------------|----------------------|-------------------|-----------------------------|-----------------|----------------------|-----------------------|---------------------|---|---|
| Year to Date | Beginning Balance | Levy Added | Less Releases | Less Administrative Refunds | Less Write Offs | Equals Adjusted Levy | Less Payments | Outstanding Balance | Collection Percentage Tax Year 2021 As of 4/30/2023 | Collection Percentage Tax Year 2020 As of 4/30/2022 |
| General Tax | 85.74 | 32,207,629.09 | -30,756.81 | 0.00 | -1259.54 | 32,175,698.48 | -31,614,781.49 | 560,831.25 | 98.26% | 98.59 |
| Fire Districts | 16.04 | 4,649,107.80 | -4,446.41 | 0.00 | -205.48 | 4,644,471.95 | -4,547,048.80 | 97,407.11 | 97.90% | 98.33 |
| Landfill User Fee | 216.00 | 2,953,584.00 | -2,696.84 | 0.00 | -20.49 | 2,951,082.67 | -2,847,297.30 | 103,569.37 | 96.49% | 96.84 |
| TOTAL: | 317.78 | 39,810,320.89 | -37,900.06 | 0.00 | -1485.51 | 39,771,253.10 | -39,009,127.59 | 761,807.73 | 98.08% | 98.42 |

MACON COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

CATEGORY – APPOINTMENTS

MEETING DATE: MAY 9, 2023

13A. **Fire Commission Liaison** – Chairman Higdon would like to discuss the appointment of a liaison to the Fire Commisison.

13B. **Southwestern Community College Board of Trustees (1 seat)** - Please see the attached letter from Vance Davidson, Chariman of the SCC Board of Trustees requesting the reappointment of Mr. Brett Rogers for the term of July 1, 2023 through June 30, 2027.

May 3, 2023

Paul Higdon, Chairman
Macon County Commissioners
5 West Main Street
Franklin, NC 28734

Dear Mr. Higdon:

On June 30, 2023, the term of office of Brett Rogers, who serves as a Macon County Commission appointee on the Southwestern Community College Board of Trustees, will expire. A reappointment or a new appointment is therefore needed for the term of July 1, 2023 - June 30, 2027.

The trustee appointments at Southwestern Community College have customarily been balanced between Jackson, Macon and Swain Counties. Since Mr. Rogers is from Macon County, the Macon County Commissioners are asked to make a recommendation to the Jackson County Commissioners who will also have approval authority. Please send the name of the Macon County Commissioners' recommendation to Mr. Mark Letson, Chairman of the Jackson County Commissioners.

I would like to take this opportunity to express my appreciation for the service and leadership Mr. Rogers has provided as a member of the SCC Board of Trustees. Since 2019, he has served as an exemplary trustee and has been a valuable addition to the Board. Mr. Rogers' reappointment as a Trustee would be most welcome.

Please notify me when the reappointment or new appointment is made. If you have any questions about this process, please do not hesitate to call me.

We appreciate your support for Southwestern Community College.

Sincerely,



Vance Davidson, Chairman
SCC Board of Trustees

VD/nc

cc: Derek Roland
Mark Letson