

# Macon County



## MACON COUNTY BOARD OF COMMISSIONERS MARCH 10, 2020 AGENDA

1. Call to order and welcome by Chairman Tate
2. Announcements
3. Moment of Silence
4. Pledge of Allegiance
5. Public Hearing(s) – **6:00 p.m.** – Reaffirmation and re-establishment of an appropriate and verifiable ten percent (10%) goal for participation by minority businesses in the total value of work for Macon County building projects under the provision of N.C. Gen. Stat. 143-28.2, and the reaffirmation, re-establishment and amendment of its Minority Business Outreach Plan.

NOTE: Immediately following the close of the public hearing, the board may consider a Resolution Confirming Minority Business Participation Goal for Macon County, North Carolina & Minority Business Outreach Plan Macon County, North Carolina

6. Public Comment Period
7. Additions to agenda
8. Adjustments to and approval of the agenda
9. Reports/Presentations
  - (A) Macon County Public Health:
    - (1) Information/update regarding Coronavirus – Carmine Rocco, Interim Health Director, and Jennifer Garrett, Public Health Nursing Supervisor
    - (2) Announcement regarding new Health Director – Macon County Board of Health representative
  - (B) Update on U.S. Forest Service Plan Advisory Committee – Jim Gray
  - (C) Update on election activity and reporting process – Macon County Board of Elections representative

10. Old Business

- (A) Consideration of Second Amendment resolution
- (B) Consideration of resolution regarding North Carolina Retired School Personnel

11. New Business

- (A) Consideration of resolution recognizing Macon County Senior Citizen Volunteers – Jennifer Hollifield, Macon County Senior Services Administrative Officer
- (B) Community Funding Pool recommendation – Diane Cotton
- (C) Rejection of RFP 01-5110p for Automated Computer System for the Dental Program of Macon County's Public Health Department – Carmine Rocco, Interim Health Director
- (D) Macon Middle School:
  - (1) Consideration of resolution exempting architectural services for proposed locker room building – County Attorney Chester Jones
  - (2) Consideration of proposal from Ritter Architecture, P.A. for architectural services for new locker room building – County Attorney Chester Jones
  - (3) Reimbursement resolution – Finance Director Lori Carpenter
- (E) Discussion regarding One-Quarter Cent County Sales and Use Tax – County Attorney Chester Jones
- (F) Consideration of offer to purchase real property in Highlands, NC from the Reed Estate – County Attorney Chester Jones

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 February 6, 2020 continued session and the February 11, 2020 regular meeting
- B. Budget Amendments #190-194
- C. Tax Releases
- D. Board of Health approved write-offs of uncollected funds
- E. Monthly ad valorem tax collection report (no action required)

13. Appointments

- (A) Planning Board – 1 seat
- (B) Airport Authority – 1 seat
- (C) Library Board – 1 seat

14. Closed session (if necessary)

15. Adjourn/Recess

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

### **CATEGORY – PUBLIC HEARINGS**

**MEETING DATE: March 10, 2020**

A public hearing is scheduled for 6 p.m. on the reaffirmation and re-establishment of the standards for the county's Minority Business Outreach Plan. Mr. Jones will likely provide an overview of the need for this action prior to the hearing.

A copy of the Notice of Public Hearing, which ran in The Franklin Press on Wednesday, February 26, 2020, is attached.

Also attached is a resolution prepared by the county attorney, which the board may consider immediately following the close of the public hearing.

## NOTICE OF PUBLIC HEARING

Please take notice that the Macon County Board of Commissioners will conduct a public hearing on Tuesday, March 10, 2020, at 6:00 o'clock, p.m., in the Commissioners Board Room located on the third floor of the Macon County Courthouse, located at 5 West Main Street, Franklin, NC 28734, concerning the reaffirmation and re-establishment an appropriate a verifiable ten percent (10%) goal for participation by minority businesses in the total value of work for Macon County building projects under the provisions of N.C. Gen. Stat. 143-128.2, and the reaffirmation, re-establishment and amendment of its Minority Business Outreach Plan. Public comment upon the same shall be received at this public hearing. The public is invited to attend this public hearing.

This the 26<sup>th</sup> day of February, 2020

Macon County Board of  
Commissioners

**RESOLUTION CONFIRMING  
MINORITY BUSINESS PARTICIPATION GOAL FOR  
MACON COUNTY, NORTH CAROLINA & MINORITY BUSINESS OUTREACH PLAN  
MACON COUNTY, NORTH CAROLINA**

Macon County, at a regular meeting of its governing body, the Board of Commissioners, on the 10<sup>th</sup> day of March 2020, adopted and recorded the following Resolution:

RESOLVED, that in accordance with North Carolina General Statutes § 143-128.2, Macon County confirms its practice of earnestly striving to recruit minority businesses for participation in contracts for the erection, construction, alternation, or repair of any businesses or improvements for Macon County. Particularly, Macon County RESOLVES, that it shall continue to have a verifiable ten percent (10%) goal for participation by minority businesses (as defined by N.C.G.S. § 143-128.2) in total value of work for each building project. This verifiable percentage goal shall apply in separate prime contract systems, alternative contracting systems authorized by the State Building Commission under N.C.G.S. § 143-135.26(9), shall apply in single-prime contract systems, and shall be binding on any prime contractor connected with such single-prime contract systems.

The following are the guidelines adopted as those actions that will be taken by Macon County to ensure a good faith effort in the recruitment and selection of minority businesses for participation in contracts awarded under N.C.G.S. § 143-128.2 and will serve as the County's Minority Business Participation Goal & Minority Business Outreach Plan:

1. Advertisement of request for bids shall be placed in the major newspaper (i.e. newspaper with the largest circulation) of Asheville, North Carolina.
2. Submission of plans and specifications to at least one major "Plan Room" such as Dodge Projects (<http://dodgeprojects.construction.com>) and/or Carolinas Associated General Contractors, (Carolinas AGC), where plans are available for public viewing without discrimination, and where information regarding obtaining specifications and plans for submission of bids is supplied.
3. Advertisement of projects as described above will be applicable only to formally bid projects.
4. Macon County will hold a pre-bid meeting for potential bidders and interested subcontractors.

5. Macon County will establish and maintain a solicitation list of historically underutilized businesses and will solicit such businesses as appropriate projects are advertised.

This the 10<sup>th</sup> day of March 2020.

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James P. Tate, Chairman  
Macon County Board of Commissioners

Attest:

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Derek Roland, Clerk to the  
Macon County Board of Commissioners

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

### **CATEGORY – REPORTS/PRESENTATIONS**

**MEETING DATE: March 10, 2020**

9(A1) and 9(A2). – Macon County Public Health

- A. Interim Health Director Carmine Rocco and Public Health Nursing Supervisor Jennifer Garrett will provide information on the Coronavirus.
- B. An announcement will be made regarding the selection of a new Health Director by the Macon County Board of Health.

9B. Jim Gray will provide an update on the work of the U.S. Forest Service Plan Advisory Committee.

9C. A representative of the Macon County Board of Elections will provide a brief recap of the March 3<sup>rd</sup> election activity and reporting process.

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

### **CATEGORY – OLD BUSINESS**

**MEETING DATE: March 10, 2020**

10(A). Consideration of a Second Amendment resolution: This document will be handed out at the meeting.

10(B). Consideration of resolution regarding North Carolina Retired School Personnel: Attached please find a “Resolution for Support of a Request to the NC General Assembly for a Two Percent Cost of Living Adjustment for North Carolina Retired Teachers to be Included in the FY 2019-20 NC State Budget.”



RESOLUTION FOR SUPPORT OF A REQUEST TO THE NC GENERAL ASSEMBLY FOR A TWO PERCENT COST OF LIVING ADJUSTMENT FOR NORTH CAROLINA RETIRED TEACHERS TO BE INCLUDED IN THE FY 2019 - 2020 NC STATE BUDGET.

WHEREAS North Carolina teachers entered the profession, worked for the state and North Carolina students, in most cases for 30 years or more, while they contributed significant portions of their own salaries into the North Carolina teacher retirement fund with the expectation that the monies would not only be paid out in installments during retirement but that the installments would be maintained in terms of purchasing power with regular cost of living adjustments as they had been for decades.

AND WHEREAS, inflation has risen 18% since 2009 (US Bureau of Labor Statistics), but North Carolina retired teachers have only received have received only three, 1% cost of living adjustments (COLAs) and two ONE-TIME, non-recurring bonuses of a total of 2.6% resulting in North Carolina retired teacher being more than 15% behind relative to inflation.

AND WHEREAS since 2007, the state of North Carolina has not maintained that covenant with its retired teachers with the resulting impact of retired teachers falling further and further behind each year with the purchasing power of their retirement checks. The failure to maintain regular cost of living adjustments for NC retired teachers has meant a cumulative loss of over \$22,000 in purchasing power for a teacher who retired in 2007 assuming an original \$25,000 annual retirement installment in 2007.

INFLATION APPLIED TO 2007 \$25,000 MARKET BASKET				
Year	Inflation by year	BASELINE	Inflation Impact by year	Cumulative Inflationary Impact
2007		→	\$25,000.00	
2008	0.10%		\$25,000.00	\$25,025.00
2009	2.70%		\$25,025.00	\$25,700.88
2010	1.50%		\$25,700.68	\$26,086.19
2011	3.00%		\$26,086.19	\$26,868.77
2012	1.70%		\$26,868.77	\$27,325.54
2013	1.50%		\$27,325.54	\$27,735.42
2014	0.80%		\$27,735.42	\$27,957.31
2015	0.70%		\$27,957.31	\$28,153.01
2016	2.10%		\$28,153.01	\$28,744.22
2017	2.10%		\$28,744.22	\$29,347.85
2018	1.90%		\$29,347.85	\$29,905.46
		←	18.10%	Cumulative Inflation:

<https://www.thebalance.com/us-inflation-rate-history-by-year-and-forecast-3306093> (US Bureau of Labor Statistics)

Inflation occurs EVERY year but the COLAs have only been passed in 3 of the past 8 years. Cumulatively, a NC teacher retiring in 2007 is 15% behind inflation, with the misery

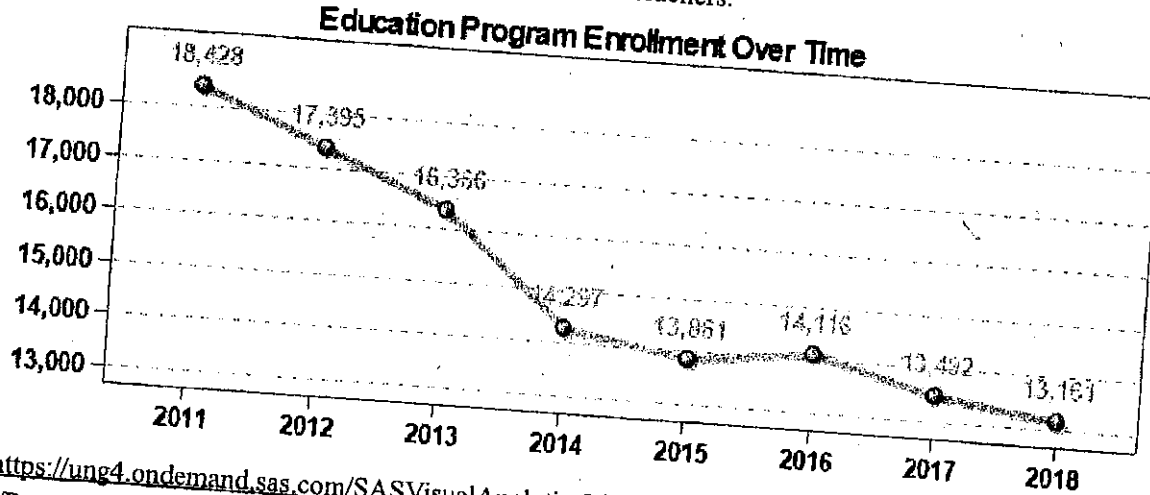
COLA APPLIED TO \$25,000 ANNUAL RETIREMENT CHECK				
Year	Cost of Living Adjustment	BASELINE	COLA Impact by year	Cumulative COLA Impact
2007		→	\$25,000.00	
2008	0.00%		\$25,000.00	\$25,000.00
2009	0.00%		\$25,000.00	\$25,000.00
2010	0.00%		\$25,000.00	\$25,000.00
2011	1.00%		\$25,000.00	\$25,250.00
2012	0.00%		\$25,250.00	\$25,250.00
2013	1.00%		\$25,250.00	\$25,502.50
2014	0.00%		\$25,502.50	\$25,502.50
2015	0.00%		\$25,502.50	\$25,502.50
2016	1.00%		\$25,502.50	\$25,757.53
2017	0.00%		\$25,757.53	\$25,757.53
2018	0.00%		\$25,757.53	\$25,757.53
total COLA adjustment →		→	3.00%	SHORTFALL WITHOUT ONE-TIME BONUSES →
			Bonus amount # 1 (1.3%)	\$335.00
			Bonus amount # 2 (1.3%)	\$335.00
			TOTAL ONE-TIME Bonuses (2.6%)	→
				\$670.00
			CUMULATIVE SHORTFALL →	\$22,899.36

[https://www.nctreasurer.com/ret/Benefit%20Recipients/COLA\\_History\\_Since\\_1985.pdf](https://www.nctreasurer.com/ret/Benefit%20Recipients/COLA_History_Since_1985.pdf)

AND WHEREAS The Governor recommended a 2% COLA for retired teachers, but members of the NC General Assembly voted to give retired teachers only a 1/2% (or a .5) bonus. That will be an average of \$105-\$150 ONE-TIME payment for retirees.

AND WHEREAS teachers who go to work for the state beginning January 2021 will no longer qualify for state health insurance when they retire.

AND WHEREAS enrollment in the sixteen member University of North Carolina system Schools of Education have seen educator enrollment go from 18,428 students in 2011, to 13,161 in 2018, a decline of over 28% due to the public teaching profession not being as an attractive career option due to lagging pay, classroom support, the aforementioned end of health care benefits for retirees, AND the failure of the state to maintain cost of living adjustments for retired teachers.



<https://ung4.ondemand.sas.com/SASVisualAnalyticsViewer/guest.jsp?reportPath=/UNG/External+Content/Reports&reportName=TOD+Enrollment+Trends&appSwitcherDisabled=true&reportViewOnly=true>

**NOW, THEREFORE, BE IT RESOLVED**, that the Macon County Board of Commissioners requests that the North Carolina General Assembly end the current budget impasse by submitting a budget which includes the Governor's recommendation of a 2% cost of living adjustment for NC retired teachers.

Approved and adopted this \_\_\_ day of \_\_\_\_\_, 2020

James Tate \_\_\_\_\_

\_\_\_\_\_, Chair,

Macon County Commissioners

Ronnie Beale \_\_\_\_\_

\_\_\_\_\_, Vice-Chair

Macon County Commissioners

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

### **CATEGORY – NEW BUSINESS**

**MEETING DATE: March 10, 2020**

11(A). Consideration of resolution recognizing Macon County Senior Citizen Volunteers. Jennifer Hollifield, the Administrative Officer at Macon County Senior Services, will be at the meeting to present the resolution.

11(B). Community Funding Pool recommendations: Diane Cotton, a member of the funding pool task force, will present the recommendations at the meeting.

11(C). Rejection of Request for Proposals: The board will be asked to formally reject RFP 01-5110p for the Automated Computer System for the Dental Program of Macon County's Public Health Department. Interim Health Director Carmine Rocco can provide additional details at the meeting.

11(D) (1), (2) and (3). Macon Middle School Locker Room Building Project:

- (1) Mr. Jones has prepared a resolution exempting architectural services for the project, a copy of which is attached.
- (2) Tom Ritter with Ritter Architecture, P.A., has presented a proposal for architectural services for the project, a copy of which is attached.
- (3) Mrs. Carpenter has prepared a reimbursement resolution that covers the entire renovation project at MMS, a copy of which is attached.

11(E). Discussion regarding One-Quarter Cent County Sales and Use Tax: Please see the attached information on this matter provided by Mr. Jones and Mrs. Carpenter.

11(F). Consideration of offer to purchase real property in Highlands, NC from the Reed Estate: The county attorney has prepared a draft "Agreement for Purchase and Sale of Real Property" in connection with this item, a copy of which is attached.

**Resolution in Recognition of  
Macon County Crawford Senior Center Volunteers**

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

WHEREAS, volunteers have donated 7,980 hours at the Crawford Senior Center during calendar year 2019; and

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

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

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

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

NOW, THEREFORE, be it resolved that the Macon County Board of County Commissioners do, hereby thank and honor the volunteers at the Crawford Senior Center by proclaiming April 19-25, 2020 as Macon County Volunteer Week.

Adopted this 10<sup>th</sup> day of March, 2020

BOARD OF COMMISSIONERS FOR MACON COUNTY, NORTH CAROLINA

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Chairman

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Attest

**RESOLUTION EXEMPTING ARCHITECTURAL SERVICES FOR PROPOSED  
LOCKER ROOM BUILDING AT THE MACON MIDDLE SCHOOL 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 architectural 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 the amount less than fifty thousand dollars (\$50,000)”; and

**WHEREAS**, Macon County is now in need of architectural services for the proposed Locker Room Building at the Macon Middle School; and

**WHEREAS**, the estimated professional architectural fees for the proposed Locker Room Building at the Macon Middle School 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 architectural services project for the proposed Locker Room Building at the Macon Middle School 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.

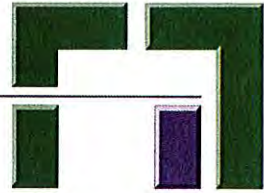
Adopted this 10<sup>th</sup> day of February, 2020.

\_\_\_\_\_  
James Tate, Chairman  
Macon County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Clerk to the Board  
(SEAL)





24 February 2020

**Macon County Board of County Commissioners**  
5 West Main Street  
Franklin, NC 28734

P.O. Box 668  
Franklin, NC 28744  
Ph: 828-369-6611  
Fax: 828-369-6619  
tom@ritterarchitecture.com

**Re: Proposed Macon Middle School Locker Facility**  
1345 Wells Grove Road  
Franklin, Macon County, North Carolina  
Architect's Project Number 19-92286

Attn: Mr. Jack Morgan  
Agent for Owner

Dear Mr. Morgan:

In response to your request, **RITTER ARCHITECTURE, P.A.**, is pleased to submit this proposal for comprehensive Architectural and Engineering Services relative to the aforementioned project.

**PROPOSAL/SCOPE OF WORK:**

**GENERAL:**

- 1) Meet with Owner's Representative to discuss and determine project parameters and project intent. (meeting occurred 11/22/2019)

**ARCHITECTURAL:**

- 1) Provide Comprehensive Architectural and Engineering Bid and Construction documents for the proposed 6,827 square foot, single story, locker/toilet facility building to be located on the existing Macon Middle School grounds in Franklin, Macon County, North Carolina.

Facility to include:

- a. Approximately 2,787 square foot multi-purpose coaching room,
- b. Two sets each, approximately 900 square foot locker, toilet, showering facilities for Boys, and Girls,
- c. Interior Storage Room, approximately 280 square feet,
- d. Exterior access Public Toilet Rooms (2) for the General Public.

Construction Documents to be based upon Owner provided Schematic Design drawing received 11/22/2019. (copy attached for reference)

- 2) Construction documentation to comply with the current version of the North Carolina State Building Code (2018)
- 3) Construction documentation to include:
  - a. Foundation Plan
  - b. Ground Floor plan,
  - c. Exterior Elevations,
  - d. Building Sections and Wall Sections,
  - e. Detail, General Notes, Outline Specifications, and Miscellaneous Schedules.
  - f. Structural Engineering design and detailing, as necessary, to allow load distribution from ridge to grade below. A shallow foundation system, reinforced concrete floor slab, load bearing masonry walls, both interior and exterior, and common pre-engineered wood roof trusses are anticipated to be included at this time.
  - g. Mechanical, Electrical and Plumbing Engineering Drawings and Specifications, as necessary, to depict design intent and product incorporation.
- 4.) Architect's monthly Application for Payment reviews and approvals based upon an anticipated 4 month (120 day) Construction schedule.
- 5.) Bid Coordination / Construction Contract Administration and shop drawings reviews based upon an anticipated 4 month (120 day) Construction Schedule.
- 6.) Miscellaneous:
  - A. Architect shall comply with the e-verification requirements of Article 2 of Chapter 64 of the General Statutes. Further, if it utilizes a subcontractor, Architect shall require the subcontractor to comply with the e-verification requirements of Article 2 of Chapter 64 of the General Statutes.
  - B. That notwithstanding anything to the contrary contained herein, the Construction Contract Documents to be provided by Architect shall include a non-binding mediation agreement which preserves the option of either party to go to court as required by N.C. Gen. Stat. § 143-128 (f) and this provision shall control.
  - C. Architect shall take all steps necessary to cause Owner to completely comply with the provisions of Chapter 143, Article 8 of the North Carolina General Statutes in connection with Project which is the subject matter of this Agreement and will assist Legal Counsel for Owner in making any required certifications to the N.C. Local Government Commission or Lenders in connection with the same.
  - D. Architect shall take all steps necessary to insure E-Verification compliance by Building Contractor in all contract documents specified by this Agreement.

- E. Architect shall take all steps necessary to insure compliance by Owner with the Minority Business Outreach Resolution of Macon County, North Carolina.
- F. Architect understands that Owner is doing this project for the benefit of the Owner and the Macon County Board of Education and that the Macon County Board of Education is entitled to be kept up to date on the project at all times.
- G. Architect represents and warrants that it is duly licensed and shall be at all times during the performance of this Agreement.
- H. Architect understands and agrees that Owner will be having a separate Macon Middle School Renovation Project underway possibly during some portions of this project and Architect agrees to coordinate with the Architect for such renovation project so that the two separate projects can occur at the same time if necessary and without interference with one another.

**ITEMS EXCLUDED FROM THIS PROPOSAL:**

- 1) Property Boundary/Topography survey,
- 2) Geo-technical engineering,
- 3) Shop drawing preparation,
- 4) Furniture, fixtures, and equipment selection and specification,
- 5) Interior finish selection.

**COMPENSATION FOR BASIC SERVICES:**

Compensation for project representation and Architectural and Engineering Services outlined within this Proposal, shall be provided for a lump sum fee of **Thirty Four Thousand Dollars**. (\$ 34,000.00)

**COMPENSATION FOR ADDITIONAL ARCHITECTURAL SERVICES:**

Architect/Principal: \$100.00/hour

**COMPENSATION FOR ADDITIONAL SERVICES OF CONSULTANTS:**

Compensation for additional efforts provided by the Architect's Consultants shall be determined by a 1.10 multiplier of the direct expense incurred by the Architect.

**REIMBURSABLE EXPENSES:**

Reimbursement of out-of-pocket expenses, incurred by the Architect, for the benefit of the project, shall be computed as a 1.10 multiplier of the direct expense incurred by the Architect.

Costs for printing, mileage, long distance and cellular telephone calls, postal and non-postal handling of documents, artistic materials and/or renderings, are reimbursable expenses to the Architect.

Notwithstanding anything to the contrary contained herein, Reimbursable Expenses shall not exceed a total sum of \$ 1,000.00.

**PAYMENT SCHEDULE:**

Payments are due and payable within 20 days of invoice from the Architect.

**TERMS OF PROPOSAL:**

This offer shall remain outstanding, for acceptance, for a period of thirty (30) days from the date hereof.

This proposal may be terminated by either party, with cause, upon seven (7) days written notice to the other party, should such party fail to perform its obligations in accordance with the terms thereof. In the event of termination, Architect shall be compensated for services performed to termination date, including miscellaneous expenses then due.

If this proposal meets with your approval, please sign on the line provided below. This office will then prepare a formalized AIA Owner/Architect agreement, which is satisfactory to both parties hereto, for execution.

**PRE-AUDIT CERTIFICATE:**

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

This the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Macon County Finance Officer

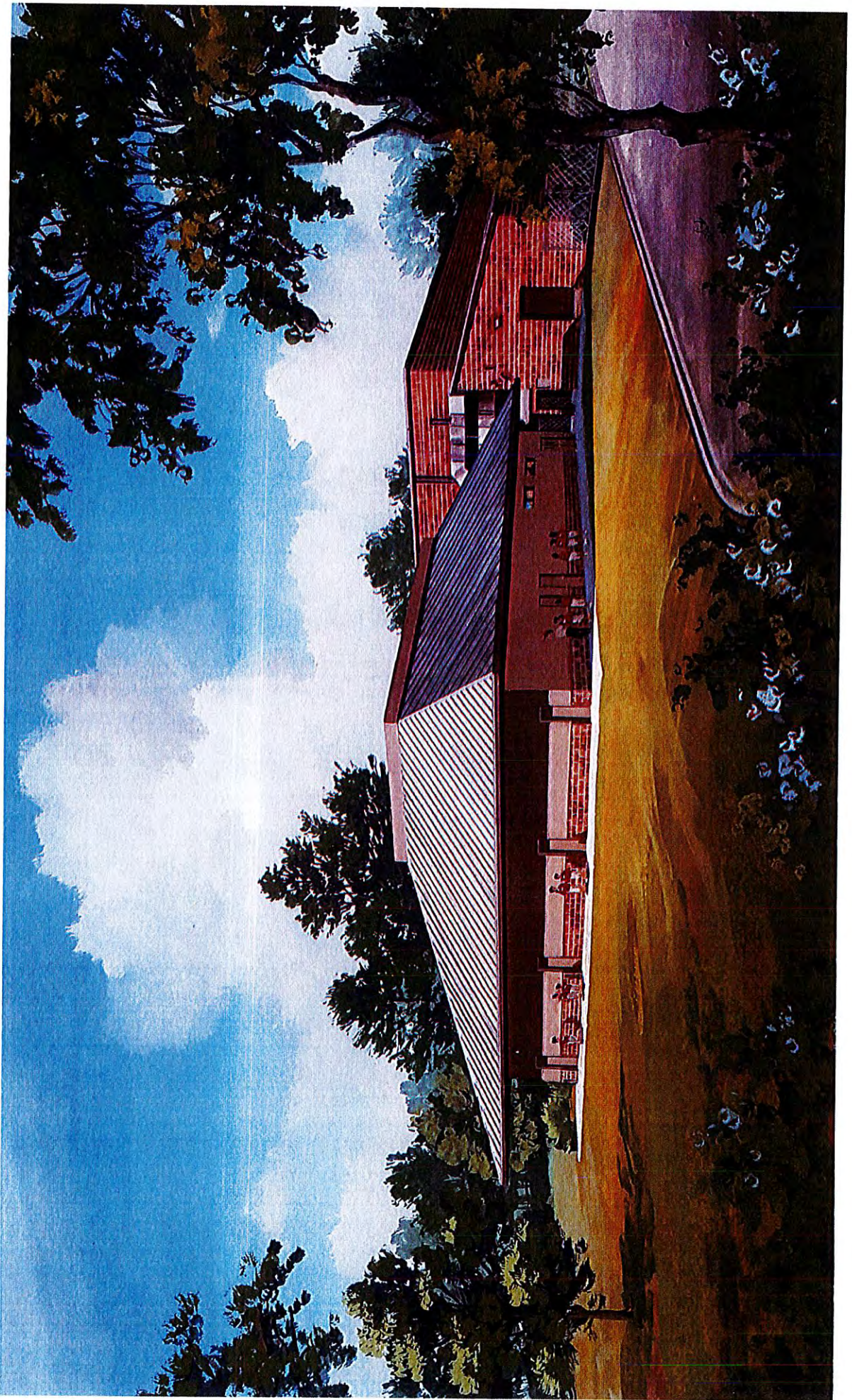
Sincerely,  
RITTER ARCHITECTURE, P.A.

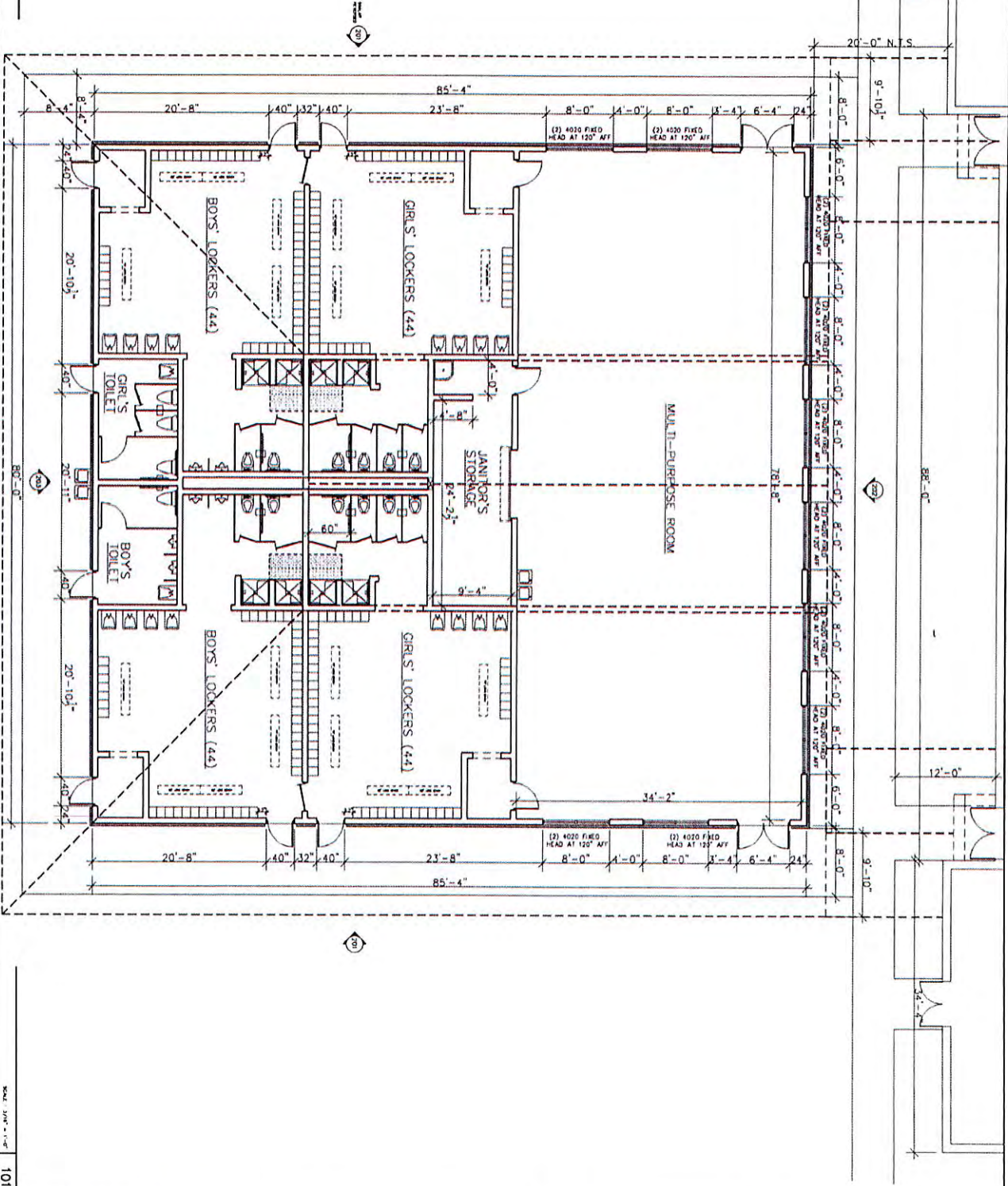
  
Thomas E. Ritter,  
President/Architect of Record

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





Scale: 1/8" = 1'-0"

101

PROJECT NO.	
DATE	
DESIGNED BY	
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PROJECT NO.	
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AN OUTDOOR SPORTS LOCKER FACILITY FOR  
**MACON MIDDLE SCHOOL**  
 1345 WELLS GROVE ROAD  
 FRANKLIN,  
 NORTH CAROLINA 28734



**RITTER ARCHITECTURAL, P.A.**  
 Post Office Box 66A  
 Franklin, NC 28734  
 Ph: 828-369-6611  
 Fax: 828-369-6619  
 www.ritterarchitectural.com

REVISION	BY

ONE  
 OF  
 2  
 SHEETS

**Reimbursement Resolution for Macon Middle School Project --  
authorizing the County to reimburse itself for early Project  
expenditures from later financing proceeds**

**WHEREAS --**

The County intends to undertake a Project (as described below), use its own funds to pay initial Project costs, and then reimburse itself from financing proceeds for these early expenditures. The Manager and the Finance Officer have advised the Board that it should adopt this resolution to document the County's plans for reimbursement, in order to comply with certain federal tax rules relating to reimbursement from financing proceeds.

**BE IT RESOLVED by the Board of Commissioners of Macon County, North Carolina, as follows:**

1. The Project is the renovation of Macon Middle School.
2. The County intends to advance funds for initial Project costs, and then reimburse itself from financing proceeds. The expected type of financing for the Project (which is subject to change) is installment financing under Section 160A-20, including the possible use of limited obligation bonds. The expected maximum amount of bonds or other obligations to be issued or contracted for the Project (including allowances for reserves and financing costs) is approximately \$15,300,000.00.
3. Funds for the early Project expenditures may come from the general fund, the school capital fund or any other County fund.
4. The County intends for the adoption of this resolution to be a declaration of its official intent to reimburse itself from financing proceeds for Project cost expenditures.

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I certify as follows: that the foregoing resolution was properly adopted at a meeting of the Board of Commissioners of Macon County, North Carolina; that this meeting was properly called and held on March 10, 2020; that a quorum was present and acting throughout this meeting; and that this resolution has not been modified or amended, and remains in full effect as of today.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

[SEAL]

\_\_\_\_\_  
Clerk, Board of Commissioners  
Macon County, North Carolina



§ 105-535 Short title.

**§ 105-535. Short title.**

This Article is the One-Quarter Cent (1/4¢) County Sales and Use Tax Act. (2007-323, s. 31.17(b).)

§ 105-536 Limitations.

**§ 105-536. Limitations.**

This Article applies only to counties that levy the first one-cent (1¢) sales and use tax under Article 39 of this Chapter or under Chapter 1096 of the 1967 Session Laws, the first one-half cent (1/2¢) local sales and use tax under Article 40 of this Chapter, and the second one-half cent (1/2¢) local sales and use tax under Article 42 of this Chapter. (2007-323, s. 31.17(b).)

§ 105-537 Levy.

**§ 105-537. Levy.**

(a) Authority. - If the majority of those voting in a referendum held pursuant to this Article vote for the levy of the tax, the board of county commissioners may, by resolution and after 10 days' public notice, levy a local sales and use tax at a rate of one-quarter percent (0.25%).

(b) Vote. - The board of county commissioners may direct the county board of elections to conduct an advisory referendum on the question of whether to levy a local sales and use tax in the county as provided in this Article. The election shall be held in accordance with the procedures of G.S. 163A-1592.

(c) Ballot Question. - The form of the question to be presented on a ballot for a special election concerning the levy of the tax authorized by this Article shall be:

"[ ] FOR [ ] AGAINST

Local sales and use tax at the rate of one-quarter percent (0.25%) in addition to all other State and local sales and use taxes."

(d) Repealed by Session Laws 2014-3, s. 14.22, effective May 29, 2014. (2007-323, s. 31.17(b); 2013-381, s. 10.14; 2014-3, s. 14.22; 2017-6, s. 3.)

§ 105-538 Administration of taxes.

**§ 105-538. Administration of taxes.**

The Secretary shall, on a monthly basis, allocate to each taxing county the net proceeds of the tax levied under this Article. If the Secretary collects taxes under this Article in a month and the taxes cannot be identified as being attributable to a particular taxing county, the Secretary must allocate the net proceeds of these taxes among the taxing counties in proportion to the amount of taxes collected in each county under this Article in that month. For purposes of this Article, the term "net proceeds" has the same meaning as defined in G.S. 105-472.

Except as provided in this Article, the adoption, levy, collection, administration, and repeal of these additional taxes must be in accordance with Article 39 of this Chapter. G.S. 105-468.1 is an administrative provision that applies to this Article. A tax levied under this Article does not apply to the sales price of food that is exempt from tax pursuant to G.S. 105-164.13B or to the sales price of a bundled transaction taxable pursuant to G.S. 105-467(a)(5a). The Secretary shall not divide the amount allocated to a county between the county and the municipalities within the county. (2007-323, s. 31.17(b); 2007-345, s. 14.5(a); 2008-134, s. 75; 2009-445, s. 18; 2016-5, s. 3.21.)

## *FAQ on local option sales tax*

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### **Frequently Asked Questions regarding local option sales tax**

Counties have the option to increase the sales tax by 1-quarter of a penny, (the Article 46 sales tax in N.C. G.S. 105-535) provided the public approves via a referendum.

Question: What are the steps a county needs to consider when scheduling a referendum?

Answer: All counties must contact their local board of elections and the State Board of Elections in order to have the advisory referendum included on the ballot during a regularly scheduled election. An advisory referendum may be held only on the same date as a county or statewide general election, the primary election in even-numbered years, or in any other election during which all precincts in a county are open. Due to a new law passed in 2019, counties are prohibited from holding more than one referendum "within one year."

Question: Must the Board of County Commissioners levy the sales tax if the voters approve the referendum?

Answer: A Board of County Commissioners is not obligated to levy the tax even if the majority of those voting in a referendum vote in support of a levy.

Question: Can a county stipulate uses of the monies on the ballot as a part of the referendum?

Answer: A county may not stipulate the use of the money on the ballot. A county Board of Commissioners may adopt a resolution that stipulates how they plan to use the revenues.

Question: Is there a prescribed format for the question of the ballot?

Answer: Yes. Legislation specifies how the question must be presented on the ballot:

Ballot Question. - The form of the question to be presented on a ballot for a special election concerning the levy of the tax authorized by this Article shall be: '[ ] FOR [ ] AGAINST Local sales and use tax at the rate of 1-quarter% (0.25%) in addition to all other State and local sales and use taxes.'

Note: The sale tax amount is set at a rate of .25%.

Question: When is the earliest the sales tax will become effective if the Board of County Commissioners levies the sales tax via resolution following a successful referendum?

Answer: The sales tax may become effective on the first day of any calendar quarter so long as the county gives the Secretary of Revenue at least 90 days' advance notice. For example, if a referendum is held in November during the general election and passes, the earliest a county could begin collecting the revenue

would be April one of the following year, provided it adopts a resolution levying the tax and forwards it to the Department of Revenue prior to December 31.

Question: If the voters pass the referendum for the sales tax, what happens next?

Answer: If the Board of Commissioners wishes to levy the tax, it must provide 10 days public notice of its intent to adopt a resolution to levy the tax. After it adopts the resolution, it must send a certified copy of the resolution along with a certified copy of the election results of the referendum to the Department of Revenue. The DoR's address is:

Department of Revenue  
P.O. Box 25000  
Raleigh, NC 27640

The Association has prepared a [model resolution](#) PDF for a successful sales tax referendum.

Question: Are there restrictions on the use of the revenues?

Answer: No. The sales tax is not restricted or earmarked and can therefore be used for any allowed use by counties.

Question: If the referendum fails, can a county hold a subsequent referendum on the same question?

Answer: Yes, however, due to a [new law](#) passed in 2019, the county must wait one year to hold a subsequent referendum.

Question: Can a county spend public money educating citizens on issues related to the referendum?

Answer: Yes. Similar to an election for a general obligation bond, a county may spend money to educate the public on issues related to the sales tax referendum. However, a county may not spend money advocating for or against the sales tax.

Question: Can members of a county board of commissioners actively promote the passage of the referendum?

Answer: Yes. The board of commissioners may approve resolutions in support of the passage of a referendum for the sales tax. A county commissioner may publicly endorse and support the sales tax. A county may not reimburse any expenses incurred by an elected official while the official is advocating either for or against the tax measure.

Question: Does the sales tax apply to unprepared food or gas?

Answer: No. The local-option sales tax does not apply to unprepared food (i.e. groceries) or gas purchases. There is no local sales tax on gas purchases.

As with any local legal matter, we ask that you consult with your county attorney and county board of elections as you consider these local referendum options.

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY**

**CERTIFICATE OF FINANCE OFFICER:**

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

This the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Macon County Finance Officer

**THIS AGREEMENT**, including any and all addenda attached hereto ("Agreement"), is by and between Macon County, a North Carolina County and Body Politic ("Buyer"), and the Estate of Ernestine Z. Reed, c/o Joseph M. Collins, Collins & Hensley, P.A., 217 Iotla Street, Franklin, NC 28734("Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

**Section 1. Terms and Definitions:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Property"**: (Address): 11099 Buck Creek Road, Highlands, North Carolina. Being all of the same lands, privileges, easements and appurtenances described in the Deed dated September 22, 1962, from Lyman Zachary and wife, Dora Zachary to Eldon W. Reed and wife, Ernestine Z Reed, recorded in Book W-6, at Page 262, in the Office of the Register of Deeds for Macon County, North Carolina.

If this box is checked, "Property" shall mean that property described on **Exhibit A** attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is 7541624852; and, (ii) all of the Property, consisting of is described in Deed Book W-6, at, Page No.: 262, Macon County, North Carolina.)

together with all buildings and improvements thereon including the Mobile Home presently situated upon the same and all fixtures and appurtenances thereto.

\$60,000.00 (b) **"Purchase Price"** shall mean the sum of Sixty Thousand Dollars, *payable on the following terms:*

\$ 500.00 (i) **"Earnest Money"** shall mean Five Hundred Dollars or terms as follows: N/A

Upon this Agreement becoming a Contract in accordance with Section 14, the Earnest Money shall be promptly deposited in Escrow with the Trust Account of Collins and Hensley, P.A., to be applied as part of the purchase of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.

**ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)**

**ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is N/A)**

ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$ N/A

(ii) **Proceeds of a new loan** in the amount of N/A Dollars for a term of N/A years, with an amortization period not to exceed N/A years, at an interest rate not to exceed N/A% per annum with mortgage loan discount points not to exceed N/A% of the loan amount, or such other terms as may be set forth on **Exhibit B**. Buyer shall pay all costs associated with any such loan.

\$ N/A

(iii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of N/A Dollars being payable over a term of N/A years, with an amortization period of N/A years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of N/A percent (N/A%) per annum in the amount of \$N/A, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. **(NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)**

\$ N/A

(iv) **Assumption** of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of \$N/A and evidenced by a note bearing interest at the rate of N/A percent (N/A%) per annum, and a current payment amount of \$N/A. The obligations of Buyer under this Agreement are conditioned upon Buyer being able to assume the existing loan described above. If such assumption requires the lender's approval, Buyer agrees to use its best efforts to secure such approval and to advise Seller immediately upon receipt of the lender's decision. Approval must be granted on or before N/A. On or before this date, Buyer has the right to terminate this Agreement for failure to be able to assume the loan described above by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Unless provided otherwise in Section 3 hereof, Buyer shall pay all fees and costs associated with any such assumption, including any assumption fee charged by the lender. At or before Closing, Seller shall assign to Buyer all interest of Seller in any current reserves or escrows held by the lender, any property management company and/or Seller, including but not limited to any tenant improvement reserves, leasing commission reserves, security deposits and operating or capital reserves for which Seller shall be credited said amounts at Closing.

\$59,500.00

(v) **Cash, balance of Purchase Price**, at Closing in the amount of Fifty Nine Thousand, Five Hundred Eighty Dollars.

(c) "**Closing**" shall mean the date and time of recording of the deed. Closing shall occur Upon 10 days notice from Buyer to Seller, and such date to be selected by Buyer, within its discretion, shall be at least by June 24, 2020.

(d) "**Contract Date**" means the date this Agreement has been fully executed by both Buyer and Seller.

(e) "**Examination Period**" shall mean the period beginning on the first day after the Contract Date and extending through 11:59pm (based upon time at the locale of the Property) to May 29, 2020.

**TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.**

(f) "**Broker(s)**" shall mean: N/A ("Listing Agency"), N/A Listing Agent" – License # N/A)

Acting as:  Seller's Agent;  Dual Agent

and N/A ("Selling Agency"), N/A ("Selling Agent"- License N/A)

Acting as:  Buyer's Agent;  Seller's (Sub)Agent;  Dual Agent



(g) **“Seller’s Notice Address”** shall be as follows: Estate of Ernestine Z. Reed, c/o Joseph M. Collins, Collins & Hensley, P.A., 217 Iotla Street, Franklin, NC 28734, except as same may be changed pursuant to Section 12.

(h) **“Buyer’s Notice Address”** shall be as follows: Macon County Manager, Macon County Courthouse Annex Building, 5 West Main St., Franklin, NC 28734 except as same may be changed pursuant to Section 12.

- (i) If this block is marked, additional terms and conditions of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. **(Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)**

**Section 2. Sale of Property and Payment of Purchase Price:** Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

**Section 3. Proration of Expenses and Payment of Costs:** Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller’s obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following: N/A.

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following: N/A.

Each party shall pay its own attorney’s fees.

**Section 4. Deliveries:** Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all information relating to the Property in possession of or available to Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney’s file to Buyer and both Buyer’s and Seller’s agents and attorneys; and (2) the Property’s title insurer or its agent to release and disclose all materials in the Property’s title insurer’s (or title insurer’s agent’s) file to Buyer and both Buyer’s and Seller’s agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller’s request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

**Section 5. Evidence of Title:** Seller agrees to convey fee simple marketable and insurable title to the Property without exception for mechanics’ liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (if applicable) and (c) matters of record existing at the Contract Date that are not objected to by Buyer prior to the end of the Examination Period (“Permitted Exceptions”); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

**Section 6. Conditions:** This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

- (a) **New Loan:** The Buyer must be able to obtain the loan, if any, referenced in Section 1(b)(ii). Buyer must be able to obtain a firm commitment for this loan on or before N/A, effective through the date of Closing. Buyer agrees to use its best efforts to secure such commitment and to advise Seller immediately upon receipt of lender’s decision. On or before the above date, Buyer has the right to terminate this Agreement for failure to obtain the loan referenced in Section 1(b)(ii) by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived

the loan condition. Notwithstanding the foregoing, after the above date, Seller may request in writing from Buyer a copy of the commitment letter. If Buyer fails to provide Seller a copy of the commitment letter within five (5) days of receipt of Seller's request, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the commitment letter, and Buyer shall receive a return of Earnest Money.

- (b) **Qualification for Financing:** If Buyer is to assume any indebtedness in connection with payment of the Purchase Price, Buyer agrees to use its best efforts to qualify for the assumption. Should Buyer fail to qualify, Buyer shall notify Seller in writing immediately upon lender's decision, whereupon this Agreement shall terminate, and Buyer shall receive a return of Earnest Money.
- (c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple marketable and insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.
- (d) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.
- (e) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall conduct all such on-site inspections, examinations, soil boring and other testing, timber cruises and surveying of the Property in a good and workmanlike manner, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake onsite inspections outside of the hours any tenant's business is open to the public and shall give prior notice to any tenants of any entry onto any tenant's portion of the Property for the purpose of conducting inspections. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Buyer shall, at Buyer's expense, promptly repair any damage to the Property caused by Buyer's entry and on-site inspections. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND SELLER SHALL RECEIVE THE EARNEST MONEY.**

**Section 7. Leases (Check one of the following, as applicable):**

- If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.
- If this box is checked, Seller discloses that there are one or more leases affecting the Property (oral or written, recorded or not - "Leases") and the following provisions are hereby made a part of this Agreement.

- (a) A list of all Leases shall be set forth on **Exhibit B**;

- (b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;
- (c) Seller represents and warrants that as of the Contract Date there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date, and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.
- (d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease), and Seller agrees to use its best efforts to effect such assignment. Any assignment required under this Section 7 shall be required to be delivered at or before Closing by Seller in addition to those deliveries required under Section 11 of this Agreement.
- (e) Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. Seller also agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

**Section 8. Environmental:** Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

**Section 9. Risk of Loss/Damage/Repair:** Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

**Section 10. Earnest Money Disbursement:** In the event of breach of this Agreement by Seller, then the Earnest Money shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event that Buyer breaches this Agreement, then the Earnest shall be forfeited, but such forfeiture shall not affect any other remedies available for such breach. In the absence of any breach by the Seller or fault of the Seller, and in the event that Buyer chooses not to purchase the property, for any reason or no reason, and provides written notice to the Seller thereof prior to the expiration of the "Examination Period" provided for in this Agreement, then this Agreement shall terminate and the Earnest Money paid by Buyer shall be paid over unto the Seller and such Earnest Money shall be free and clear of the Claims of the Buyer. NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of Earnest Money held in escrow by a licensed real estate broker, the broker is required by state law to retain said Earnest Money in its trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction, or alternatively, the party holding the Earnest Money may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

**Section 11. Closing:** At or before Closing, Seller shall deliver to Buyer a general warranty deed unless otherwise specified on **Exhibit B** and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale and certificate of title for any personalty listed on **Exhibit A**, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall pay to Seller the Purchase Price. At Closing,

the Earnest Money shall be applied as part of the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until Closing has taken place.

**Section 12. Notices:** Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

**Section 13. Entire Agreement:** This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

**Section 14. Enforceability:** This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

**Section 15. Adverse Information and Compliance with Laws:**

(a) **Seller Knowledge:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any): N/A.

**Note:** For purposes of this Agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the date of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.

Seller represents that the regular owners' association dues, if any, are \$N/A per N/A.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

**Section 16. Survival of Representations and Warranties:** All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

**Section 17. Applicable Law:** This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

**Section 18. Assignment:** This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

**Section 19. Tax-Deferred Exchange:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

**Section 20. Memorandum of Contract:** Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

**Section 21. Authority:** Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

**Section 22. Brokers:** Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

**Section 23. Attorneys Fees:** If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

**EIFS/SYNTHETIC STUCCO:** If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

**BUYER:**

**SELLERS:**

**Business Entity**  
Macon County

**Individuals**  
Estate of Ernestine Z. Shuler

By: \_\_\_\_\_  
Name: James Tate  
Title: Chairman of the Board  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.**

\_\_\_\_\_  
*N/A*  
(Name of Escrow Agent)

Date: \_\_\_\_\_

By: \_\_\_\_\_

**Exhibit A**

***“ Personal Property ”***

The Mobile Home presently located upon the “Property” described hereinabove. The same shall be sold and delivered by Bill of Sale and Certificate of Title and with no liens whatsoever against the same.

## EXHIBIT B TO AGREEMENT TO PURCHASE AND SALE OF REAL PROPERTY

### ADDITIONAL TERMS AND CONDITIONS:

1. Macon County intends to use the real property to be purchased under the terms of this Agreement for Purchase and Sale of Real Property for recreational fields and any other governmental purposes and there must be no zoning, restrictive covenants, other provisions, barriers or other conditions upon said property that would prevent Buyer from using the property subject to this Agreement for Purchase and Sale of Real Property for the same .
2. Seller shall allow full access to the Buyer and Buyer's Agents during the Examination Period provided for in this Agreement for Purchase and Sale of Real Property to the real property which is subject to this Agreement for Purchase and Sale of Real Property to conduct all inspections, surveys assessments, studies and evaluations which Buyer and its agents desire to conduct.
3. This Agreement is expressly conditioned upon Seller being able to properly secure any and all required Court approvals of the sale of this property from the Courts so as to be able to deliver good and marketable fee simple title to the "Property" and said Mobile Home to Buyer at closing by at least April 24, 2020.
4. Seller shall deliver title said Property and Mobile Home to Buyer free and clear of any and all liens, including but not limited to liens for Medicaid.
5. That unless sooner revoked by Buyer, the Offer to Purchase the Property contained herein shall be open for acceptance by the Seller through and including April 24, 2020, and thereafter shall be deemed revoked.

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

### **CATEGORY – CONSENT AGENDA**

#### **MEETING DATE: March 10, 2020**

Item 12A. Minutes of the February 6, 2020 continued session and the February 11, 2020 regular meeting are attached. (Mike Decker)

Item 12B. Budget Amendments #190-#194 are attached. (Lori Carpenter)

Item 12C. Tax releases for the month of February in the amount of \$6,593.00 are attached. (Teresa McDowell)

Item 12D. A list of uncollected funds totaling \$1,500.00 dating back to 2016 and 2017 is attached. Public Health Finance Officer Carrie Pazcoguin forwarded these to Lori Carpenter, noting that the “write off” of these funds was approved by the Macon County Board of Health on January 28, 2020. If needed, this item can be pulled from the consent agenda for separate discussion if a member chooses to do so.

Item 12E. A copy of the ad valorem tax collections report for the month of February, which shows an overall 96.17 percent collection rate. No action is required on this item. (Teresa McDowell)



**MACON COUNTY BOARD OF COMMISSIONERS  
CONTINUED SESSION  
FEBRUARY 6, 2020  
MINUTES**

Chairman Tate reconvened the meeting at 10:05 a.m. as recessed from the January 14, 2020 regular meeting and welcomed those in attendance. All board members, County Manager Derek Roland, Deputy Clerk Mike Decker, Finance Director Lori Carpenter, County Attorney Chester Jones, a number of county department heads, members of the news media and interested citizens were present.

Chairman Tate stated that the primary purpose of the meeting was for a budget work session, and that there are “a lot of items to discuss.”

**MACON MIDDLE SCHOOL PROJECT:**

**(a) Financial Impact**

Mitch Brigulio with Davenport & Company presented a PowerPoint presentation outlining the financial impact of the proposed Macon Middle School (MMS) renovation project and how that project will affect the county’s capacity to fund additional projects. Before addressing that topic, he provided the board with an overview of the county’s credit rating and existing debt. Mr. Birgulio explained that the county currently does not have a credit rating because it has not been in the bond market. However, he said the county would likely have an “AA” rating were it to pursue a bond rating. After explaining the categories involved in a rating agency’s methodology, he said the county has capacity to take on debt. The county currently has more than \$25 million in outstanding debt, and Mr. Birgulio noted that there is a 10-year payout ratio of 94.1 percent, which measures the amount of principal to be retired in the next 10 years, adding that this number is “very good.” He said that going forward, the board may want to consider a series of debt policy guidelines, with one of those being the establishment of a minimum 10-year payout ratio. This would add another layer of structure to the county’s Capital Improvement Program (CIP) process, he said. Another of the key debt ratios is “debt to assessed value,” and he said the county is in a strong position at 0.31 percent of debt to an assessed value of more than \$8 billion. He said the board may want to consider a policy establishing a maximum debt to assessed value. The third key debt ratio was debt service versus expenditures, and again, Mr. Birgulio said the county was “very strong” at 6.67 percent. The “takeaway” from all of this, he said, was that the county

has “done a great job of managing debt over the years.” The next point of discussion was an “existing debt affordability analysis,” which he explained in detail. This analysis shows that giving current debt and the value of one cent on the county’s tax rate, there will be a surplus of money available each year to fund projects in the CIP. Mr. Birgوليو then moved on to the MMS project, where he noted the county is considering financing renovations to the existing facility. The current total cost estimate is \$15.3 million, with a targeted construction start date and issuance of debt in October 2020. The financing assumes an interest rate of four percent with a 15-year term. The analysis also assumes that the county continues funding annual “pay-as-you-go” allocations to the CIP, the school system and for vehicles that would total \$2,450,000. Chairman Tate raised the question about potential funding that would be coming from the state, and Mr. Roland responded that the county has anticipated approximately \$11 million from the state for school capital projects, adding that he thought the county “would have a clear answer by now.” This initiated discussion about how the financing for the MMS project might be affected by this allocation. This led to further discussion about the schedule of loan payments and how long it would take all of the proper documentation to be prepared and submitted to the state Local Government Commission. Mr. Birgوليو said projections show there is no revenue shortfall associated with financing this project, but that it would impact the financing of others. As part of his analysis, he told the board that he looked at funding levels, where there was no tax increase, or a one, two or three-cent tax increase. At the conclusion of the presentation, Commissioner Gillespie questioned why there was no accounting for inflation, and Mr. Birgوليو responded that it could be added, but with the anticipation of offsetting revenue in the form of ad valorem tax growth, there is “inflation” built into the revenue side of the projections as well. Following further discussion and questions from the board, no action was taken.

**(b) Discussion of architectural contracts for MMS main building renovation and new locker room construction**

Mr. Roland distributed copies of a draft agreement between the county and SGA/NarmourWright Design regarding architectural services for the MMS renovation. Following discussion, Chairman Tate noted that the consensus of the board was for the members to review the document, forward any questions to Mr. Roland or Mr. Jones, and for the matter to be placed on the board’s February 11, 2020 regular meeting agenda for consideration. It was also agreed upon that the school system liaison committee would meet on Friday (February 7) at 2 p.m. to discuss some remaining matters of concern. No action was taken.

**SPACE NEEDS ANALYSIS:**

**(a) Space needs analysis recap**

Bryan Payne with Moseley Architects provided a PowerPoint presentation that gave the board a recap of the objectives and the proposed projects found in the

county's 20-year space need analysis. Mr. Payne said the first "Tier 1" project was a new justice center, which would consolidate the sheriff, court and detention functions to a single site. This project would be done in three phases, beginning with a new courthouse, then a new detention center, then office space for the sheriff's department. Another Tier 1 project involves the existing courthouse, courthouse annex and the Southwestern Community College (SCC) annex, and would include renovations to all three buildings in order to consolidate a number of county services and to allow for departmental growth. The first Tier 2 project calls for renovating the current National Guard Armory facility, along with a number of options to possibly relocate the county housing department, relocate SCC classroom space from the annex, or make room for the planned SCC Public Safety Training Center. Another Tier 2 project involves renovation of the existing facility that houses the Department of Social Services (DSS) and Public Health to address projected growth needs. Tier 3 projects include a new emergency management headquarters, options for the senior services center, a new Nantahala community center, and other renovations "to address security, accessibility and update systems throughout the county." Mr. Payne then provided the firm's opinions of probable cost for each facility, as follows:

- New Justice Center -- \$77.3 million project budget, including the courthouse (Phase 1) at \$30.9 million, the detention center at \$37.5 million, and the sheriff's office at \$8.9 million.
- Renovate the existing courthouse, courthouse annex and SCC annex -- \$21.6 million project budget, including the courthouse at \$17.3 million, the courthouse annex at \$2.3 million and the SCC annex at \$2 million.
- Renovate the National Guard Armory -- \$4 million project budget.
- Renovate the DSS/Health facility -- \$7.6 million project budget.
- New Emergency Management headquarters -- \$11.3 million project budget.
- Senior Services Center -- \$4.1 million project budget to renovate or \$9.2 million for new construction.
- New Nantahala Community Center project budget -- \$4.1 million.

The presentation pointed out that cost statements are based on 2019 construction costs and a 10 percent construction escalation per year is expected for future projects. Following the presentation, board members asked Mr. Payne a variety of questions, ranging from what the existing detention center could be used for in the future, or the possibility of an addition to the facility, to what others believed was too low of a tier ranking for the Nantahala project. Commissioner Higdon noted that the entire package totaled approximately \$150 million, adding that it serves as "a planning tool" for the board. No action was taken.

### **(b) Update on SCC Public Safety Complex/Burn Building**

Dr. Don Thomas, president of SCC, focused his initial remarks on the National Guard Armory, which he noted is “coming open,” as the facility will no longer be used as an armory and the county will soon take possession. He said the college’s current public safety training space is about 16,000 to 17,000 square feet, and with the armory being very similar in size, he said the two together would almost meet SCC’s planning goal of 38,000 square feet. He then asked the board for its consideration of SCC’s request to use the building for this purpose. A lengthy discussion ensued regarding the logistics of the process that would transfer the armory from the county to the college and the need for a survey and an appraisal of the property. There was also discussion regarding a new burn building, for which Mr. Roland said the county has already earmarked \$1.4 million in funding. Mrs. Carpenter pointed out that the original fund balance appropriation for the burn building has lapsed and the board will need to make a new one. Dr. Thomas told the board he would address some of the outstanding issues and questions raised during the discussion and would have more information for the board at its February 12, 2020 regular meeting. Dr. Thomas’ final remarks centered on the impact of the new \$22 million health science building that is being constructed on SCC’s main campus in Jackson County and is scheduled to open in August of 2021. No action was taken.

Chairman Tate declared a 30-minute lunch recess at 12:15 p.m.

Chairman Tate called the meeting back to order at 12:47 p.m.

### **MID-YEAR FINANCIAL REVIEW**

Mrs. Carpenter provided a brief PowerPoint presentation that gave the board a snapshot of the county’s financial position following the first six months of the 2019-20 Fiscal Year. A copy of her presentation slides is attached (Attachment 1) and is hereby made a part of these minutes. In general, sales tax revenue is up by approximately 8.5 percent for the first four months of the fiscal year, while ad valorem tax collections remain steady. Overall general fund revenues are up slightly, while general fund expenditures are down slightly. In addition to a graph showing the county’s current debt service schedule, she noted that the unassigned fund balance amount is just more than \$23.9 million. No action was taken.

### **FISCAL YEAR 2020-21 OPERATING BUDGET**

#### **(a) Tax software update and FY '21 ad valorem revenue projections**

Tax Administrator Abby Braswell asked the board to consider moving forward with a Request for Proposals (RFP) for a “state of the art” Automated Computer Assisted Mass Appraisal (CAMA) solution for the tax department. She explained that initial discussions have been held with four different companies, with the anticipated cost being between \$325,000 and \$500,000 for the software alone.

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Mrs. Braswell then responded to questions from board members about the new platform and other potential vendors. Mr. Jones explained that if the board will approve the resolution being presented, then the RFP can be advertised. Mrs. Braswell explained that a five-person committee will have the task of evaluating the proposals. Upon a motion by Commissioner Gillespie, seconded by Commissioner Shields, the board voted unanimously to approve a "Resolution Determining That The Use Of The Provisions of N.C. Gen. Stat. 143-129.8 Would At This Time Be In The Best Interest of Macon County In Contracting For "State Of The Art" Automated Computer Assisted Mass Appraisal (CAMA) Solution Along With Tax Office Suite Of Software (TSS), Including Tax Assessment, Tax Collections And Land Record Software." A copy of the resolution is attached (Attachment 2) and is hereby made a part of these minutes. Approval of the motion also included approval of the committee members, including Kevin Ford, Teresa McDowell, Delena Raby, Andy Muncney and Mrs. Braswell. Mrs. Braswell told the board that as for numbers for the upcoming budget year, the amount of net taxable real property is \$7,472,037,403, and with taxable personal property and taxable public utilities added, that number grows to \$7,585,306,128, or an overall gain of less than one percent from the prior year. In closing, she noted that as of January 2020, the tax collection rate stood at 94.02 percent.

**(b) Macon County Schools FY 20' budget update and preliminary budget outlook for FY 21'**

Dr. Chris Baldwin, Superintendent of Macon County Schools, focused his initial comments on the system finally obtaining budget numbers from the state for the current year. When the budget was settled, he noted that out of the system's roughly 600 full- and part-time employees, about 200 of them did not get a pay increase. Commissioner Shields stated that he would like for the board to "empower" him, Commissioner Beale and Dr. Baldwin to talk about mental health issues in the school system and to report back to the board at the March regular meeting. Commissioner Beale said the schools need a child psychologist. Dr. Baldwin also addressed a desire for improved arts education at all levels, particularly at the middle school. He also forewarned the board of potential space needs issues when a 2021-22 state mandate to reduce class sizes by two students comes down to the local level. This will result in the need for additional classrooms, with Dr. Baldwin pointing out, "We don't have that space today. In closing, he said the system has no immediate needs and school officials should "make it through the school year. No action was taken.

**(c) FY 21' preliminary budget outlook**

Mr. Roland presented a wide-ranging Prezi presentation regarding the budget outlook for the upcoming fiscal year. He began by going over a number of budget highlights from Fiscal Year 2018-19, including a look at fund balance reserves, expenditures and revenues. He then turned his attention to the current-year

budget (2019-20), and pointed out a list of accomplishments, including public safety enhancements, joining an employee health insurance risk pool, increased funding for education, enhancements in health and human services, a 1.5 percent Cost of Living Adjustment for employees and funding for 11 new county positions. For the upcoming year (2020-21), some notable items will include a four percent increase in employee medical insurance, a 1.2 percent increase in employee retirement on the county's part, and an examination of the county's pay plan with a focus on adjusting grades for recruiting and retention purposes. He requested board authorization to "take a look" at this with the goal of implementing changes in the new budget year. He said that sales tax growth looks good but ad valorem tax growth will be very small. Although the county has "big expenditures on the table" stemming from the space needs analysis and Capital Improvement Plan, he closed by pointing out that the county is in "an enviable financial position."

**(d) Board member FY 21' goals and expectations**

Each of the board members was given the opportunity to voice their goals and expectations for the new year, as follows:

Chairman Tate

- Financial policies such as those recommended by Mr. Brigulio earlier in the meeting.
- Another potential financial policy that would establish a maximum amount for money in the fund balance.
- Discussion of a possible referendum regarding the ¼-cent local sales tax.
- Maximizing infrastructure improvements while "the ditch is open."
- Holding the budget as flat as possible.

Commissioner Beale

- Pay for Board of Elections staff.
- Updated voting machines.
- Covering the pool at the recreation park.
- An identification card system at the senior center.
- Use of funds appropriated for broadband.
- Money for the community care clinic (to be discussed at an upcoming meeting).
- Macon County Fair Association request for funds for roof repairs.

Commissioner Shields

- Address mental health.

Commissioner Gillespie

- Focus on efficiencies within government by looking at technologies.

- Additional funding for broadband, including a full understanding of what the county can and cannot do, along with a formula or policy to guide decisions.

Commissioner Higdon

- Address the Nantahala library/community center.
- A more equitable staffing solution for the county’s recycling convenience centers.
- Consider a county position or lead person to administer broadband communications.
- “A hard one,” but consideration of eliminating the \$75,000 in funding for the Community Funding Pool.
- Early submission of items for budget consideration, “not after the public hearing is closed.”

Following comments from the board members, the board also heard brief comments from Sheriff Robert Holland, Interim Health Director Carmine Rocco, Veterans Services Director Leigh Tabor, Macon County Librarian Karen Wallace, Solid Waste Director Chris Stahl and Planning, Permitting and Development Director Jack Morgan.

**(e) Distribution of the FY 21’ proposed budget calendar**

Mr. Roland presented the board with copies of the FY 2020-21 budget calendar, a copy of which is attached (Attachment 3) and is hereby made a part of these minutes. The calendar calls for Mr. Roland to present his recommended budget at the board’s May 12 regular meeting, followed by work sessions and a public hearing on the budget at the June 9 regular meeting.

**OTHER BUSINESS:** Chairman Tate pointed out that the “second amendment issue” will need to be addressed at the board’s February regular meeting. He said he anticipates a lot of people attending, and that he has received a number of versions of a resolution on this topic that citizens want the board to consider. This led to a lengthy discussion among the board members, Mr. Jones and Sheriff Holland, with Commissioner Gillespie suggesting that the board “vet this through the same process as any other resolution.” No action was taken.

**ADJOURN:** At 3:32 p.m., with no other business, and upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to adjourn.

\_\_\_\_\_  
Derek Roland  
Ex Officio Clerk to the Board

\_\_\_\_\_  
Jim Tate  
Board Chairman

**MACON COUNTY BOARD OF COMMISSIONERS  
REGULAR MEETING  
FEBRUARY 11, 2020  
MINUTES**

Chairman Tate called the meeting to order at 6:00 p.m. and welcomed those in attendance. All Board Members, County Manager Derek Roland, Deputy Clerk Mike Decker, Finance Director Lori Carpenter, County Attorney Chester Jones, members of the news media and interested citizens were present. Due to the size of the audience, Chairman Tate announced that the board would recess the meeting and reconvene in Courtroom A on the fourth floor of the Macon County Courthouse. Upon a motion by Commissioner Beale, seconded by Commission Shields, the board voted unanimously to recess the meeting at 6:01 p.m. and reconvene in Courtroom A.

Chairman Tate reconvened the meeting in Courtroom A at 6:10 p.m., where it was standing room only with a number of citizens standing outside the courtroom doors in the hallway. Chairman Tate welcomed those in attendance and remarked this was the largest crowd he had ever seen at a board meeting, and noted that an effort was being made to bring as many people inside the courtroom as possible.

**ANNOUNCEMENTS:** Chairman Tate recognized State Representative Kevin Corbin, Cherokee County Commissioner C.B. McKinnon and Town of Franklin Mayor Bob Scott. Chairman Tate noted that he had received a copy of the annual report from the North Carolina Education Lottery, as well as a “thank you” letter to the board from a Highlands school teacher. He also explained that down in the boardroom, the county had placed a “reserved” sign on the back row of benches in honor of Rich Robb, who died recently at the age of 96. Mr. Robb, a World War II veteran, and his wife were longtime regular attendees of the commission’s regular meetings, and Chairman Tate described him as “a genuine soul.” Board members expressed their condolences to Mrs. Robb.

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

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



**PUBLIC COMMENT PERIOD:** Chairman Tate pointed out that 19 individuals had signed up to speak during the public comment period. He asked that those speaking limit their comments to three minutes in length, to be respectful of other speakers, and to address the commissioners and not the audience. He also asked the audience to respect the speakers.

NOTE: Due to the number of speakers and the length of their comments, these minutes will reflect the basic theme of their viewpoint in as concise a manner as possible.

**Dave Hurd** said he strongly supports a vote by the board to approve a resolution that would make Macon County a “Second Amendment Sanctuary County,” stating he was disappointed that this item was not on the agenda and that 54 other North Carolina counties have passed similar resolutions. He presented the board with signed petitions to “make Macon County, NC a 2<sup>nd</sup> Amendment Sanctuary County,” and stated that 1,085 signatures were collected. (The signed petitions are on file in the Deputy Clerk’s office.)

**Sara O’Neal and Maggie Jennings** spoke at length regarding equal access to art education in the Macon County school system, and gave the board an overview of the current situation, noting there is no course in either music or art at Macon Middle School. They told the board they had made a similar presentation to the Macon County Board of Education on January 27<sup>th</sup>. The duo outlined in detail their three-year plan for improvements to arts education in the school system, a copy of which is attached **(Attachment 1)** and is hereby made a part of these minutes.

**Donnie Holden** read from prepared remarks, and stated that the board members asked him, at their meeting last month, to present a resolution to make Macon County a Second Amendment Sanctuary, which he did, and a copy of that resolution is attached **(Attachment 2)** and is hereby made a part of these minutes. In presenting the document, Holden told the board that this is not legislation but instead is a reaffirmation or “a promise to the people of Macon County that the same oath that they [the commissioners] took upon entering service to the people is still upheld.” He went on to state that this is “not political” but is a “commitment from our elected officials that they believe in The Bill of Rights and United States Constitution.”

**Tim Dills** voiced his support of the Second Amendment Sanctuary resolution, and told the board members, “All we want from you is your word.”

**Hazel Norris** also voiced her support of the sanctuary resolution, asking the board to “do what’s right for Macon County.”

**MaryAnn Ingram** told the board that she likes guns and was a sharpshooter during her time in the U.S. Navy Seabees, but then raised questions about what defines a sanctuary. She then spoke of efforts to live in peace and the importance of individual lives. She asked the board members to “think about the sanctuary you want to be.”

**Susan Ervin**, who told the board she was representing a large group of women present in the room, said this group “has come together before you to express our opposition to making Macon County a Second Amendment Sanctuary. She said the group does not oppose gun ownership but does support reasonable gun control. “The proposed ‘sanctuary’ does not make us feel safer,” she said, later concluding, “The definition of a sanctuary is a place of refuge or rest, a place where you can feel at peace. We do not need a Second Amendment Sanctuary in Macon County, we need people working together to make our community a safe and peaceful place.”

**Ronnie Dills** commented that the Second Amendment “shall not be infringed,” and told the board that if the sanctuary resolution is not taken seriously, “things may go too far,” pointing to recent events in Virginia as an example.

**Jane Morgan**, the president of the Gem & Mineral Society, asked the board about an extension of the lease agreement between the county and the organization, a document she believed was going to be signed tonight. Mr. Roland pointed out that the agreement entered into last month is for one year, and Commissioner Beale said the board would be considering an extended time frame.

**Laurel Holland** addressed a school shooting that happened two years ago, and urged the board not to support the sanctuary amendment resolution and to “let our children come home safe.”

**Bill McLarney** said he was not in support of the concept of the county as a second amendment sanctuary. He went on to state that he is not “a nut,” nor he is anti-gun, but later added that, “It doesn’t strike me as logical not to regulate firearms.” He urged the board not to have a “knee jerk reaction” on the resolution and to think it through.

**Chris Browning** said, “I think we have a good idea where individual board members stand” on approving the Second Amendment Sanctuary resolution. He spoke about symbolism, particularly of the American flag. He told the board members that “you promised us you would do this in January,” adding that the board asked Donnie Holden “to put this [resolution] together.” In closing, he requested, “Let us know where you stand,” urging the board to let

Macon become the 55<sup>th</sup> county in North Carolina to pass this type of resolution.

**Meghan Partain** told the board she was a resident of the county and a “stay-at-home mom.” She said there is a “nationwide crisis” regarding citizens being unopen and unwilling to discuss laws and asked the board to consider families who have been “shattered by gun violence.”

**Ed Trask** addressed the Nantahala community library, and more particularly the recent space needs analysis conducted by Moseley Architects. Noting that the final determination is that the building is outdated and needs to be replaced, he countered that the proposed \$1.4-million cost to replace it is “way over and above.” In his “humble opinion,” Mr. Trask said this leaves a lot to be desired, and asked the board to commission a local architect to work on this project and to “come up with something much more reasonable.”

**Henry Horton** began by thanking the board for honoring everyone’s First Amendment rights. He spoke first to the arts in schools issue, suggesting that the STEM (Science, Technology, Engineering, and Mathematics) acronym needs to be changed to STEAM to “put the arts in there.” As to the Second Amendment Sanctuary issue, he questioned what happens if such resolutions oppose federal or state law and does the county have any liability in the event of someone’s death. He asked, “Are we reaching a point where we individually fracture...and decided which laws we are going to follow?”

**Sandi Ervin** voiced her opposition to the Second Amendment Sanctuary resolution, saying that the petition presented to the board “is not the majority.” She told the board members they “have to look at the whole picture of your electorate,” and “protect all rights for all people.”

**Sheriff Robert Holland** told the board he had worked to remain neutral regarding the Second Amendment Sanctuary resolution, adding that “people who know me know where I stand on this issue.” However, he said that the “reality of the process” is that he had never seen someone bring a resolution to the board and have it be voted on immediately. He said the matter would need to be discussed amongst the members and with the county attorney, who would need to review any resolution and provide good legal advice. “We want you to take a sufficient amount of time and make the right decision,” he said. He then provided the board with another draft resolution to consider, this one from the North Carolina Sheriff’s Association entitled “Resolution Declaring Macon County, North Carolina a Constitutional Rights Protected County.” A copy of the draft resolution is attached **(Attachment 3)** and is hereby made a part of these minutes.

The public comment period ended at 8:04 p.m.

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

- To add under Reports and Presentations Item 9A – an update from Dr. Don Tomas on the burn building at Southwestern Community College, per Mr. Roland.
- To add under New Business Item 11E – discussion of the U.S. Forest Service plan, per Mr. Roland.
- To add under New Business Item 11F – consideration of a resolution exempting surveying services for the Henson property gift, per Mr. Roland.
- To add under New Business Item 11G – consideration of a resolution exempting engineering services for convenience center improvements, per Mr. Roland.
- To add under Appointments Item 13B – consideration of appointing Jerry Moore to the Economic Development Commission, per Mr. Roland.

NOTE: During this time on the agenda, Chairman Tate paused to allow members of the audience to leave the courtroom.

- To add under Old Business Item 10C -- discussion and/or consideration of a Second Amendment Sanctuary resolution, per Commissioner Higdon.
- To add under Reports and Presentations as an addition to Item 9A – consideration of a resolution exempting surveying services for the National Guard Armory, per Mr. Roland.

### **Reports/Presentations**

**UPDATE ON BURN BUILDING:** Dr. Don Tomas, president of Southwestern Community College (SCC), provided the board with an updated status report on the proposed new burn building. One of the first items addressed was that there was no new cost estimate. The discussion then turned to a survey and appraisal of the National Guard Armory property and the costs associated with those matters. Following extended discussion, and upon a motion by Commissioner Gillespie, seconded by Commissioner Shields, the board voted unanimously to (1) approve a “Resolution Exempting Surveying Services for National Guard Armory Site in Macon County, North Carolina, From the Provisions of Article 3D of Chapter 143 of the North Carolina General Statutes,” and (2) to take an amount not to exceed \$7,500 from contingency to pay for a survey of the armory site. Mrs. Carpenter told the board she would prepare a budget amendment in the amount of \$7,500 regarding this action. An

unexecuted copy of the resolution is attached (Attachment 4) and his hereby made a part of these minutes.

Chairman Tate declared a 10-minute recess at 8:20 p.m.

Chairman Tate called the meeting back to order at 8:31 p.m.

### **OLD BUSINESS**

**RESOLUTION EXEMPTING ENGINEERING SERVICES FOR GREENWAY CONNECTION PROJECT:** Following a brief explanation by Mr. Roland, including notification of a quote for services from CEtech in the amount of \$4,500, upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to approve a “Resolution Exempting Engineering Services for Construction of Pathway Connecting Sidewalk on Existing Bridge No. 22 to the Greenway Below it, Project in Macon County, North Carolina, from the Provisions of Article 3D of Chapter 143 of the North Carolina General Statutes.” An executed copy of the resolution is attached (Attachment 5) and is hereby made a part of these minutes, along with a copy of the Agreement for Professional Engineering Services.

**RESOLUTION EXEMPTING SURVEYING SERVICES FOR GREENWAY CONNECTION PROJECT:** Again, following a brief explanation by Mr. Roland, including notification of a quote for services from Sprinkle Surveying in the amount of \$2,500, upon a motion by Commissioner Gillespie, seconded by Commissioner Shields, the board voted unanimously to approve a “Resolution Exempting Surveying Services for Construction of Pathway Connecting Sidewalk on Existing Bridge No. 22 to the Greenway Below it, Project in Macon County, North Carolina, from the Provisions of Article 3D of Chapter 143 of the North Carolina General Statutes.” An executed copy of the resolution is attached (Attachment 6) and is hereby made a part of these minutes, along with a copy of the proposal from Sprinkle Surveying.

**DISCUSSION REGARDING SECOND AMENDMENT RESOLUTION:** Commissioner Higdon spoke first regarding the Second Amendment resolution issue. He noted the board does not pass resolutions it doesn't review beforehand. He shared that he had spoken with Donnie Holden prior to the meeting to address some issues he was not comfortable with, particularly with the sheriff being mentioned several times, adding that as an elected official he cannot coerce another elected official. He explained that he does not have a problem with the resolution individually, and addressed the use of the word “sanctuary.” He said the board is not regulating or discussing gun control, and that he would “proudly support this [resolution] as an individual” and would gladly make a motion to support the latest, revised resolution, but since the

other board members haven't seen that most recent version, he could not make a motion. Commissioner Shields spoke next, and said he cannot support the word "sanctuary," and asked for a legal interpretation of a specific paragraph in the resolution Mr. Holden presented. He also questioned whether a vote of support for the resolution would violate the oath of office he took as a commissioner. Commissioner Beale said he was interested to see the updated version of the resolution Commissioner Higdon referenced, and to review the one Sheriff Holland had presented. Commissioner Beale said he looked forward to the conversation, noting that the board has received "a book full" of proposed resolutions, adding "I don't want to do something illegal." Commissioner Gillespie spoke next, saying that there is confusion tonight because there are multiple variations of the resolution out there. He said that every commissioner has already sworn to uphold the Second Amendment, and that the board would be reaffirming "what we've taken an oath to do." He went on to state that his job as a commissioner was to look at all of the available information. Chairman Tate went next, and said "All we want to do is make the best decision for Macon County," but also noted that he doesn't like dealing with issues like this. He described himself as a "minimalist," adding that he believes in our rights and that he grew up in a "hunting, gun-loving family." As a commissioner, he said he wasn't "put here to make emotional decisions," and he would study this issue "until I'm ready" to make a decision. He noted he had jotted down a number of questions," and had heard from the mayors of Franklin and Highlands about the potential impact from such a resolution on the tourism economy. "Personally, I am still weighing all of this," he concluded. The discussion then turned back to the most recent version of the proposed resolution from Mr. Holden, and Mr. Jones said the board "has to have something they can see to vote on." Commissioner Higdon asked if the resolution can be on the agenda for March. Chairman Tate said the revised resolution would be distributed to all board members, adding he would like to have the county attorney's opinion on the entire matter. He said the board should be "ready to move forward on it" at the next regular meeting. Discussion on this matter ended at 9:23 p.m., and Chairman Tate thanked all of those who remained to hear the board members' thoughts. No action was taken.

## **NEW BUSINESS**

**LEASE EXTENSION FOR USDA SERVICE CENTER:** Mr. Roland explained that the board was being asked to consider the seventh in a series of lease extensions for the USDA Service Center, located at 189 Thomas Heights Road in Franklin. The lease extension would again be for three years, and would run from April 1, 2020 to March 31, 2023, with the county to receive annual rent in the amount of \$9,920. Mr. Roland noted that the terms of lease are the same as they were in 2017. Upon a motion by Commissioner Beale, seconded by

Commissioner Shields, the board voted unanimously to approve the lease amendment as presented, and a copy of the document is attached (Attachment 7) and is hereby made a part of these minutes.

**ARCHITECTURAL SERVICES FOR MACON MIDDLE SCHOOL:** Mr. Roland recalled that one of the “takeaways” from the board’s February 6, 2020 mid-year review meeting was to obtain answers to a number of questions regarding the scope of services for the proposed renovations to Macon Middle School (MMS). In response, Mark Sealy, a principal with the architectural firm of SGA NarmourWright, addressed those questions in an email to Mr. Roland and provided a revised scope of services and a revised contract for the board’s consideration. Mr. Sealy was present at the meeting and answered a number of additional questions from the board members. Following discussion, Commissioner Beale made a motion to approve the contract with SGA NarmourWright and authorized Mr. Roland to sign it. Commissioner Gillespie seconded the motion. Mr. Jones pointed out that a final contract document would still need to be produced. Mr. Roland said that in order to approve the contract, a total of \$1,037,268 would need to be appropriated from fund balance. Commissioner Beale agreed to add this item to his motion for approval, and Commissioner Gillespie in turn agreed to provide his consent to the second of the motion. The board voted unanimously to approve the motion as amended. A copy of the budget amendment is attached (Attachment 8) and is hereby made a part of these minutes.

**RESOLUTION EXEMPTING SURVEYING SERVICES FOR MACON MIDDLE SCHOOL RENOVATION:** Mr. Roland noted that the county will need an up-to-date survey for the MMS project, and noted that Sprinkle Surveying had provided a quote of \$7,500 to perform the work. He also pointed out that the adoption date shown on the proposed resolution was February 6, 2020, and would need to be corrected to February 11, 2020. Upon a motion by Commissioner Beale, seconded by Commissioner Gillespie, the board voted unanimously to approve a “Resolution Exempting Surveying Services for Macon Middle Grade School Renovation Project in Macon County, North Carolina, from the Provisions of Article 3D of Chapter 143 of the North Carolina General Statutes.” An executed copy of the revised resolution is attached (Attachment 9) and is hereby made a part of these minutes. Funding for the cost of the survey was included in the budget amendment listed in the preceding item.

**AGREEMENT WITH “NO WRONG DOOR” FOR INMATE SERVICES AT MACON COUNTY JAIL:** Sheila Jenkins with “No Wrong Door” told the board members that a proposed contract was included in the board’s agenda packet whereby No Wrong Door would deliver mental health and substance abuse services to those incarcerated in the Macon County Jail. She explained that the idea is that these individuals will go into treatment when they get out of

jail, and the program will help them re-enter the community. No Wrong Door is all about “peer support,” she said, adding that those involved want to do more, and that she was seeking the contract in order to provide more services. Commissioner Beale and Sheriff Holland offered a number of comments in support of the program. Mr. Roland pointed out that funding for the contract, which totals \$18,278, is in the sheriff’s department budget, adding that the Town of Franklin will soon be paying for half. Upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to approve the “Agreement to Provide Substance Abuse and Mental Health Services” as presented, an unexecuted copy of which is attached **(Attachment 10)** and is hereby made a part of these minutes.

**U.S. FOREST SERVICE PLAN:** Chairman Tate said that he and Mr. Roland had met with a team from the U.S. Forest Service (USFS) regarding draft plans for management of the Nantahala and Pisgah forests over the next 15 years. He noted the plans contain “all kinds of options” and that the amount of information available is “voluminous.” Mr. Tate suggested that a small group be formed, to include Jim Gray and Mike Wilkins, to provide the county with a “generalized recommendation” within the 90-day review period. The board agreed by consensus to the formation of the committee.

**RESOLUTION EXEMPTING SURVEYING SERVICES FOR HENSON PROPERTY:** Mr. Roland explained that a copy of the proposed resolution and an aerial photograph of the Henson property were in the board’s agenda packet. The property is located off Riverside Road south of Franklin, and the owners wish to give the tract, which has river frontage, to the county. Upon a motion by Commissioner Gillespie, seconded by Commissioner Beale, the board voted unanimously to approve a “Resolution Exempting Surveying Services for Henson Property Gift on Riverside Drive in Macon County, North Carolina, from the Provisions of Article 3D of Chapter 143 of the North Carolina General Statutes.” A copy of the resolution is attached **(Attachment 11)** and is hereby made a part of these minutes.

**RESOLUTION REGARDING CONVENIENCE CENTER UPDATE PROJECT:** Solid Waste Director Chris Stahl explained that he was looking to make improvements to the recycling convenience centers located in Junaluska and Scaly Mountain this coming spring. He said funds for the necessary surveying and engineering services were available in budget and had been approved by Mrs. Carpenter. Upon a motion by Commissioner Gillespie, seconded by Commissioner Shields, the board voted unanimously to approve a “Resolution Exempting Engineering Services for Convenience Center Improvements Project in Macon County, North Carolina, from the Provisions of Article 3D of Chapter 143 of the North Carolina General Statutes.” An executed copy of the resolution is attached **(Attachment 12)** and is hereby made a part of these minutes.



**CONSENT AGENDA:** Upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to approve the consent agenda as presented, which includes: (A) the minutes of the January 14, 2020 regular meeting; (B) budget amendment #164 for Planning, Permitting and Development to transfer \$1,673 from an insurance settlement for vehicle repairs; #165 for the Sheriff's Department to use a \$3,000 Macon County Crime Stoppers donation to go toward the cost of "The Sheriff App;" and #166 for the Sheriff's Department to transfer \$1,713 from an insurance settlement for vehicle repairs; (C) a request from Macon County Tax Collections Supervisor Teresa McDowell to order the tax office, per state statute 105-369, to collect any unpaid taxes owed to the county; (D) to approve tax releases for the month of January in the amount of \$197.80 and (E) received the monthly ad valorem tax collections report, for which no action was necessary.

**APPOINTMENTS: (1) Nantahala Fire Department Relief Fund Trustees:** Upon a motion by Commissioner Higdon, seconded by Commissioner Beale, the board voted unanimously to approve Katherine Bryant and Daniel Lopp as Relief Fund Board Trustees for Nantahala Volunteer Fire & Rescue. **(2) Economic Development Commission:** Upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to appoint Edward "Jerry" Moore, Jr. as the Town of Highlands representative to the Economic Development Commission, replacing Steve Chenoweth.

**CLOSED SESSION:** At 10:18 p.m., upon a motion by Commissioner Beale, seconded by Commissioner Shields, the board voted unanimously to go into closed session for the purpose of preserving the attorney-client privilege under NCGS 143-318.11(a)(3). At 11:01 p.m., upon a motion by Commissioner Beale, seconded by Commissioner Gillespie, the board voted unanimously to come out of closed session and return to open session.

**ADJOURN:** With no other business, at 11:02 p.m., upon a motion by Commissioner Gillespie, seconded by Commissioner Higdon, the board voted unanimously to adjourn.

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Derek Roland  
Ex Officio Clerk to the Board

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Jim Tate  
Board Chairman

190

DEPARTMENT: HEALTH  
Receiving additional funding for family planning program.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
113511-438501	Family Planning - State	\$ 12,388.00	
115159-565105	Family Planning - LARC	\$ 12,388.00	

REQUESTED BY DEPARTMENT HEAD *Camie Stocco*

RECOMMENDED BY FINANCE OFFICER *Glenn Carpenter*

APPROVED BY COUNTY MANAGER \_\_\_\_\_

ACTION BY BOARD OF COMMISSIONERS *3/10/2020 meeting*

APPROVED AND ENTERED ON MINUTES DATED \_\_\_\_\_

CLERK \_\_\_\_\_





**MACON COUNTY BUDGET AMENDMENT**

**AMENDMENT #** \_\_\_\_\_

**FROM: FINANCE** 193

**DEPARTMENT: TRANSIT**

**EXPLANATION:** Allocate additional revenue from FY20 ROAP grant

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
11-3570-4351-01	DOT-WORKFS	\$ 1,708.00	
11-3570-4351-02	NCDOT-RGP	\$ 14,660.00	
11-3570-4351-13	EDTAP	\$ 11,116.00	
11-4935-5500-02	Salary - PT	\$ 10,000.00	
11-4935-5502-01	Medicare	\$ 765.00	
11-4935-5560-11	Operatng Supplies	\$ 2,000.00	
11-4935-5565-03	Vehicle Repair & Maint	\$ 14,719.00	

REQUESTED BY DEPARTMENT HEAD: \_\_\_\_\_ Kim Angel

RECOMMENDED BY FINANCE OFFICER: *Alexis Carpath*

APPROVED BY COUNTY MANAGER: \_\_\_\_\_

ACTION BY BOARD OF COMMISSIONERS: *3/10/2020 meeting*

APPROVED AND ENTERED ON MUNIS DATED: \_\_\_\_\_

CLERK: \_\_\_\_\_





15 02/28/20 23601 19A6564532385 G01 566.55- 566.55- 0.00



Detail Transactions by Group

Effective Date 02/11/20

Abatement

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discont Amount	Trn Cde	Check Number	Trans Rev	Descriptn
***		INN OF THE LAST RESORT		F05	109.47-	109.47-	0.00		0.00					
4	02/25/20	1564	19A0000201717	G01	676.02-	676.02-	0.00	0.00	0.00	0.00	R			CLERICA
***		JOHNSON, C E & S R ROGERS HEIR			5.40-	5.40-	0.00		0.00					
3	02/25/20	143871	19A143871.14	G01	1623.28-	1623.28-	0.00	0.00	0.00	0.00	R			CLERICA
				F10	129.97-	129.97-	0.00		0.00					
				H01	677.99-	677.99-	0.00		0.00					
***		SATULAH MTN BREWERY CO.			2431.24-	2431.24-	0.00	0.00	0.00	0.00	R			CLERICA
14	02/28/20	16651	17A7509656853	G01	351.79-	351.79-	0.00		0.00					
				F08	111.18-	111.18-	0.00		0.00					
				A0	5.00-		0.00	5.00-						
***		SMITH, STEVE F			467.97-	467.97-	0.00	5.00-	0.00	0.00	R			CLERICA
Tax Code Totals					5.00-	0.00	0.00	5.00-	0.00	0.00				
A0*17 - ADV COST					10.00-	0.00	0.00	10.00-	0.00	0.00				
A0*18 - ADV COST					1.73-	1.73-	0.00	0.00	0.00	0.00				
F01*18 - FR FIRE					1.56-	1.56-	0.00	0.00	0.00	0.00				
F01*19 - FR FIRE					109.47-	109.47-	0.00	0.00	0.00	0.00				
F05*19 - WM FIRE					111.18-	111.18-	0.00	0.00	0.00	0.00				
F08*17 - COWEE FR					256.26-	256.26-	0.00	0.00	0.00	0.00				
F08*19 - COWEE FR					129.97-	129.97-	0.00	0.00	0.00	0.00				
F10*19 - HLDS FR					209.90-	209.90-	0.00	0.00	0.00	0.00				
F11*19 - MIVAL FR					351.79-	351.79-	0.00	0.00	0.00	0.00				
G01*17 - GEN TAX					873.09-	873.09-	0.00	0.00	0.00	0.00				
G01*18 - GEN TAX					3760.06-	3760.06-	0.00	0.00	0.00	0.00				
G01*19 - GEN TAX					677.99-	677.99-	0.00	0.00	0.00	0.00				
H01*19 - HLD CITY					95.00-	95.00-	0.00	95.00-	0.00	0.00				
L01*19 - RES FEE														
Total for Group					6593.00-	6483.00-	0.00	110.00-	0.00	0.00				
REL*20*2														

\*\*\*\*\* Totals By Tax Cycle \*\*\*\*\*  
 Cycle Current Delinquent  
 A 0.00 6593.00-

Date of Service	Amount Billed	Amount Collected from Patient	Amount should have received from Ins.
4/21/2017	55.00	34.00	13.30
11/16/2016	80.00	45.00	31.05
10/6/2016	55.00	45.00	3.59
2/23/2017	55.00	8.25	45.03
12/15/2016	204.00	91.80	106.25
9/12/2017	83.00	48.50	34.50
8/9/2016	80.00	25.00	47.30
8/11/2016	55.00	47.00	1.59
8/11/2016	80.00	47.00	29.05
8/18/2016	80.00	47.00	29.05
10/13/2016	65.00	45.00	14.05
10/13/2016	65.00	45.00	14.05
8/10/2016	204.00	102.00	96.55
7/14/2017	55.00	45.00	6.05
12/2/2016	80.00	45.00	29.05
7/27/2016	204.00	103.50	96.50
<b>Totals</b>	<b>1500.00</b>	<b>824.05</b>	<b>596.96</b>

  
**AmeriHealth Caritas**  
 North Carolina

Per Diane -  
 These must  
 be written off  
 due to untimely  
 Filing.

-CP

becomeaprovider.amerihealthcaritas.com

MACON COUNTY MONTHLY  
AD VALOREM TAX COLLECTIONS REPORT

Feb-20

Month to Date	Beginning Balance	Levy Added	Less Releases	Less Write-Offs	Equals Adj Levy	Gross Payments	Less Refunds	Misc Dr/Cr	Net Payments	Outstanding Balance
General Tax	1735043.3		0	-3.51	1735003.12	-692928.07	2206.02	7212.88	-683509.17	1051493.95
Fire Districts	252859.5		0	-0.51	252851.54	-95438.99	0	680.18	-94758.81	158092.73
Landfill User Fee	223085.69		0	-95	222985.86	-70870.27	0	475.34	-70394.93	152590.93
Totals	2210988.49		0	-99.02	2210840.52	-859237.33	2206.02	8368.4	-848662.91	1362177.61

Year to Date	Beginning Balance	Levy Added	Less Releases	Less Write-Offs	Equals Adj Levy	Gross Payments	Less Refunds	Misc Dr/Cr	Net Payments	Outstanding Balance	Collection Percentage
General Tax	840.83	29020331.83	-13283.25	-1221.03	29006668.38	-28129312.6	142374.45	31763.72	-27955174.43	1051493.95	96.37
Fire Districts	256.26	3998322.28	-1974.8	-183.03	3996420.71	-3841849.76	0	3521.78	-3838327.98	158092.73	96.04
Landfill User Fee	0	2554455	-1615	-16.82	2552823.18	-2402139.47	0	1907.22	-2400232.25	152590.93	94.02
Totals	1097.09	35573109.11	-16873.05	-1420.88	35555912.27	-34373301.83	142374.45	37192.72	-34193734.66	1362177.61	96.17

The collection rate is 96.37% collected on 2019 County general taxes, late listing penalties, discoveries and deferred taxes as of 2/29/2020 as compared to 96.13% on 2018 taxes as of 2/28/18

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

### **CATEGORY – APPOINTMENTS**

**MEETING DATE: March 10, 2020**

13(A). Planning Board – Please see the attached application from Ben Ledford.

13(B). Airport Authority – Please see the attached memorandum from Teresa McDowell, Clerk to the Macon County Airport Authority, regarding the appointment of a replacement for former authority member Miles Gregory. Term of appointment is for six years.

13(C). Library Board – Per Karen Wallace, Director of the Fontana Regional Library, the term of San Ho Choi will expire this month, and Dr. Choi has agreed to re-appointment. Term of appointment is for three years.

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

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

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

or FAX to: 828-349-2400

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

Name of Authority, Board or Committee applying for: Planning Board

Name Ben Ledford

Address 4675 Clarks Chapel Rd City Franklin NC Zip 28734

Telephone: Home 828-421-7331 Work 706-746-2822

Occupation Self Employed / Meat Processing & Farming

Business Address 193 Ponderosa Rd Rabun Gap, GA 30568

Email Address ben@blalockmeat.com

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

I do not anticipate any conflict of interest.

Educational Background

High School Graduate

Business and Civic Experiences/Skills:

I have owned and operated Blalock Meats for ten years. I am responsible for daily operations.

Areas of Expertise and Interest/Skills:

Good communication is essential in managing my business and employees. Being open minded to ideas or solutions to problems to keep moving forward.

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

Macon County Fair Board  
Farm Bureau Board of Directors  
JMS Cattleman's Association

SIGNATURE: 

DATE: 2-20-20

**MACON COUNTY AIRPORT AUTHORITY**

C/O 5 West Main Street  
Franklin, NC 28734

Gary Schmitt, Vice-Chair  
Pete Haithcock, Secretary/Treasurer  
Richard Rhodes, Member  
Jack Horton, Member

**MEMORANDUM**

**DATE:** February 26, 2020  
**TO:** The Macon County Commissioners  
**FROM:** The Macon County Airport Authority  
**RE:** Appointment for Replacement of Miles Gregory

The Macon County Airport Authority met for their regularly scheduled meeting on February 25, 2020. During that meeting three (3) names were submitted for potential appointment to the authority in order to fill the seat vacated by Miles Gregory. The three (3) names submitted in order of preference are:

Janet H. Shuler;  
Frank Montgomery; and  
Stacy J. Guffey

The Application for Appointment for each potential designee is attached.

Please contact me if you should have any questions regarding this matter or if you need any other information.

Respectfully,



Teresa McDowell  
Clerk to the Macon County Airport Authority

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

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

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

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

Name of Authority, Board or Committee applying for **Macon County Airport Authority**

Name **Janet H Shuler**

Address **2072 Ruby Mine Road** City **Franklin** NC Zip **28734**

Telephone: Home **828-421-8642** Work **828-634-7711**

Occupation **Self Employed Shuler's Inc.**

Business Address **18 Pine Ridge Drive, Franklin NC 28734**

Email Address **jrshuler@gmail.com**

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

None

Educational Background

High School Diploma, Highway General Contractors License / Underground Utilities.

Business and Civic Experiences Skills:

Co Owner and Operator of Shuler's Inc. Land Development and Shuler's Mulch and Grinding 30 Years. Co Owner and Operator of a Retail Business 3 Year  
Officer of the Experimental Aircraft Association for 3 Years


Areas of Expertise and Interest/Skills:

30 Years as Office Administrator. Licensed Sport Pilot for 5 Years and currently own plane that is stored in hangar at Macon Co. Airport. Enjoy working the EAA Airport Events  
Enjoy meeting people and promoting others to get involved in flying. Enjoy donating time and financial aid to local charities and benefits.

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

None at present time

SIGNATURE



DATE

05/02/2019

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

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

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

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

Name of Authority, Board or Committee applying for: AIRPORT AUTHORITY

Name FRANK MONTGOMERY

Address 79 SILVER DAPPLE COVE City OTTO NC NC Zip 28763

Telephone: Home 828-421-8211 Work 828-349-4687

Occupation GENERAL CONTRACTOR (RESIDENTIAL + COMMERCIAL)

Business Address PO BOX 444, OTTO, NC 28763

Email Address FRANK@THEMONTGOMERYCO.COM

Briefly explain any anticipated conflict of interest you may have if appointed: NONE

Educational Background  
MISSISSIPPI ST. UNIV. BS BANKING & FINANCE

Business and Civic Experiences/Skills:  
(OWNER) THE MONTGOMERY CO - RESIDENTIAL + COMMERCIAL CONSTRUCTION  
V.P. / PRES. / PAST PRES. 3 YEARS FRANKLIN AREA CHAMBER OF COMMERCE

Areas of Expertise and Interest/Skills:  
DESIGN, PLANNING, CONSTRUCTION, COMMUNICATIONS, FINANCE

List any Authorities, Boards, Commissions or Committees presently serving on:  
FRANKLIN AREA CHAMBER OF COMMERCE COMMUNITY ENRICHMENT FOUNDATION

SIGNATURE: 

DATE: 4/25/19



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

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

or FAX to: 828-349-2400

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

Name of Authority, Board or Committee applying for: Airport Authority

Name Stacy J Guffey

Address 148 Watauga Church Rd.

City Franklin

NC Zip 28734

Telephone: Home 828-371-1754

Work 828-371-1754

Occupation Planning and Community Development Consultant

Business Address 148 Watauga Church Rd., Franklin, NC 28734

Email Address stacyjguffey@gmail.com

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

None.

Educational Background

B.A. English, WCU Master of Public Administration, UNC Chapel Hill

Business and Civic Experiences/Skills:

Former Macon County Planner, 20 years of public service and volunteer experience, business owner for 11 years.

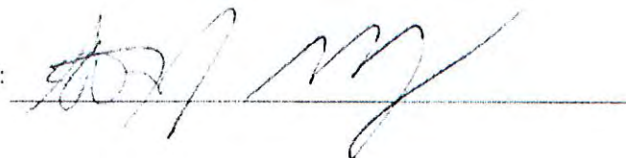
Areas of Expertise and Interest/Skills:

Private pilot, airplane owner. Extensive public service relationships in the seven western counties and the Eastern Band of the Cherokee Indians.

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

Vice Chair, Scottish Tartans Museum Board/ Board member, Nikwasi Initiative/ Ex-officio board member, Cowee School Arts and Heritage Center / Member, Rotary Club of Franklin

SIGNATURE:



DATE: 4-25-2019