

# Macon County



**MACON COUNTY BOARD OF COMMISSIONERS  
MAY 16, 2017 – 6 P.M.  
CONTINUED SESSION  
AGENDA**

1. Reconvene and welcome by Chairman Tate
2. Announcements
3. Moment of Silence
4. Pledge of Allegiance
5. Public Hearing(s) – **None**
6. Public Comment Period
7. Additions to agenda
8. Adjustments to and approval of the agenda
9. Reports/Presentations
  - (A) Presentation of the recommended Fiscal Year 2017-18 budget –  
County Manager
  - (B) Scheduling of budget work sessions
  - (C) South Macon Elementary Outdoor Classroom – Jennifer Love –  
STEM Coordinator for Macon County Schools
10. Old Business
  - (A) Consideration of Memorandum of Understanding (MOU)  
establishing the North Carolina Smoky Mountain Blueways  
Advisory Council – Ryan Sherby
11. New Business
  - A. Macon County Transit – Director Kim Angel
    - (1) Consideration of approval for Draft Success Plan FY 2017-18
    - (2) Consideration of approval of Title VI Program Plan
    - (3) Consideration of resolution regarding non-emergency  
medical transportation (NEMT) billing software

- B. Proposed Immunization Fee Changes - Public Health Director Jim Bruckner
- C. Consideration of Summit Food proposal for detention center - County Manager
- D. Planning Board review of Subdivision Ordinance - Commissioner Gillespie
- E. Satisfaction of Security Instrument for Pamela Faye Swanson - County Attorney
- F. Discussion regarding USDA extension of leased space - County Manager/ County Attorney
- G. Request from Highlands Police Department regarding Computer Aided Dispatch - Simon Hyatt, Macon County Information Technology

12. Consent Agenda - Attachment #12

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

- A. Minutes of the April 11, 2017 regular meeting, the April 25, 2017 continued session and the May 9, 2017 regular meeting
- B. Budget Amendments #184-185
- C. Tax Releases for April
- D. Monthly ad valorem tax report (no action necessary)

13. Appointments

- (A) Reappointment of Tax Administrator
- (B) Southwestern Community College Board of Trustees - 1 seat
- (C) Macon County Library Board of Trustees - 1 seat

14. Closed session (if necessary)

15. Adjourn/Recess

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** May 16, 2017

**DEPARTMENT/AGENCY:** Administration

**SUBJECT MATTER:** Presentation of the recommended Fiscal Year 2017-18 budget

**COMMENTS/RECOMMENDATION:**

The County Manager will present his recommended budget for the upcoming fiscal year. Copies of the budget document, including the manager's budget message, will be distributed at the meeting.

Attachments \_\_\_\_\_ Yes  No

Agenda Item 9A

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** May 16, 2017

**DEPARTMENT/AGENCY:** Governing Board

**SUBJECT MATTER:** Budget calendar and work sessions

### COMMENTS/RECOMMENDATION:

Following the manager's budget presentation, the board may wish to discuss the scheduling of one or more budget work sessions.

As a reminder, the public hearing on the FY 17-18 budget is scheduled for Tuesday, June 13, 2017 at 6 p.m. in the commission boardroom.

The budget calendar also anticipates that the board will adopt the budget at a continued session on Tuesday, June 20<sup>th</sup>, also at 6 p.m.

Attachments \_\_\_\_\_ Yes  No

Agenda Item 9B

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** May 16, 2017

**DEPARTMENT/AGENCY:** Macon County Schools STEM

**SUBJECT MATTER:** South Macon Elementary Outdoor Classroom

### COMMENTS/RECOMMENDATION:

Please see the attached e-mail from Jennifer Love, STEM Coordinator with Macon County Schools, regarding the proposed creation of an outdoor classroom at South Macon Elementary.

Also attached are PowerPoint slides that show the general location of the classroom and trail as well as a list of support for the project.

A copy of the quote for the estimated \$10,600 cost is also attached.

Ms. Love will be at the meeting to present and answer questions.

Attachments   4   Yes        No

Agenda Item 9C

## Mike Decker

---

**From:** Jennifer Love <jennifer.love@macon.k12.nc.us>  
**Sent:** Wednesday, May 10, 2017 10:46 AM  
**To:** mdecker@maconnnc.org  
**Subject:** S. Macon Outdoor Classroom  
**Attachments:** South Macon Elementary Outdoor Classroom.pptx; S. Macon Quote.pdf

Good Morning! I am the STEM Coordinator for Macon County Schools and have been working with several S. Macon Elementary School teachers and the PTO to create a simple outdoor classroom for teachers and students to use from both S. Macon and Union Academy (with notice and permission by Principal Allison Guynn).

The outdoor classroom with an ADA trail to access would cost approximately \$10,000. We have a quote from a local contractor. I have approx.. \$6,000 committed to the project and we plan to continue writing grants and fundraising efforts to secure the remaining \$4,000. The classroom would be a U-shaped bench that is 2 feet wide so students would have a space to write or work (water quality studies, plant activities, etc.) I have attached a picture of what the bench might look like along with the property map and quote.

The property is owned by Macon County and we would like permission to pursue and secure funding and to begin construction this summer 2017.

We have already scheduled an event in the space on May 25<sup>th</sup> called Biodiversity Day. We have several local organizations that will have educational stations set up in the area of the creek and field for the whole 4<sup>th</sup> grade to attend.

Jennifer Love  
STEM Coordinator  
Macon County Schools  
828-524-3314 Ext. 315  
[www.macon.k12.nc.us/STEM](http://www.macon.k12.nc.us/STEM)

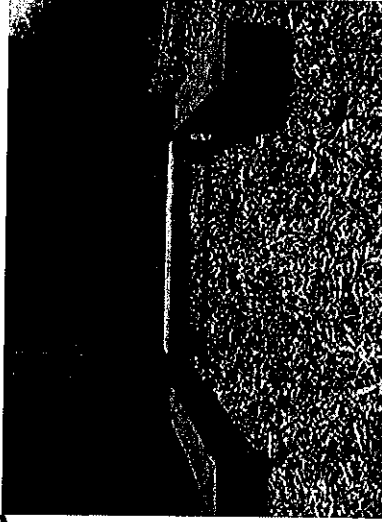
"If we teach today's students as we taught yesterday's, we rob them of tomorrow."  
-- John Dewey

# South Macon Elementary Outdoor Classroom



U-Shaped bench with pergola

ADA Trail from track through "woods" to classroom boarding small creek.



## Support

- South Macon Elementary School teachers
- Union Academy Teachers
- S. Macon PTO - Stephanie Laseter committed funds (secured)
- Soil and Water Conservation District - \$5000.00 funds (secured)
- BCR Construction - pull permits, stamped drawings/floodplain consideration
- Coweeta Hydrologic Lab Schoolyard Program
- STEM in Macon County (Educational Programs)
- Mainspring Conservation Trust (Educational Programs)
- Farm Bureau has expressed an interest

Biodiversity Day "Field Trip" planned for all 4th grade students on May 25 at S. Macon.

- Coweeta Hydrologic Lab
- Mainspring Conservation Trust
- S. Macon PTO
- STEM Macon County
- MAPS Bird Banding Program





<b>Name / Address</b>
South Macon School Creek Bench

		Project
		Sitting area
Description	Total	
Construct U shaped bench close to the creek as specified The bench will be 16ft out on three sides It will be 2 ft wide We will use pressure treated materials for framing & Trex decking boards for the top of the bench We will install concrete piers 8 ft on center	2,500.00	
	3,750.00	
Construct a walk 4ft wide & 350ft long We will line the walkway with landscape timbers on both sides We will install filter fabric in the bottom to prevent weeds & unnecessary gravel settling We will apply crusher run gravel in walkway		
Labor	3,300.00	
Materials	2,050.00	
<b>Total</b>		<b>\$10,600.00</b>

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** May 16, 2017

**DEPARTMENT/AGENCY:** North Carolina Smoky Mountain  
Blueways

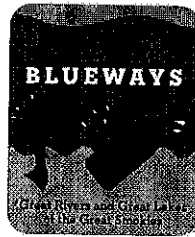
**SUBJECT MATTER:** Memorandum of Understanding (MOU)

### COMMENTS/RECOMMENDATION:

Ryan Sherby, who is working on this project in conjunction with Smoky Mountain Host, is seeking the board's approval of a Memorandum of Understanding (MOU) that would establish the North Carolina Smoky Mountain Blueways Advisory Council. A copy of the MOU is attached for your review, with Chairman Tate to serve as the county's initial appointee. The term of the MOU would be for 10 years and would support a request to the National Park Service for designation of the blueways as a National Water Trail. A copy of the National Water Trail application is also attached. Mr. Sherby made an initial presentation to the board at its May 9<sup>th</sup> regular meeting.

Attachments   2   Yes        No

Agenda Item 10A



**Memorandum of Understanding**  
***Establishing the***  
***North Carolina Smoky Mountain Blueways Advisory Council***

This Memorandum of Understanding (MOU) establishes a partnership between all following interested organizations:

1. *Smoky Mountain Host of North Carolina*
2. *USDA Forest Service – Nantahala National Forest*
3. *Eastern Band of the Cherokee Indians*
4. *North Carolina Wildlife Resources Commission*
5. *Southwestern Commission*
6. *Macon County Board of County Commissioners*
7. *Town of Franklin*
8. *Swain County Board of County Commissioners*
9. *Town of Bryson City*
10. *Jackson County Board of County Commissioners*
11. *Town of Dillsboro*
12. *Town of Webster*
13. *Graham County Board of County Commissioners*
14. *Town of Fontana Dam*
15. *Mainspring Conservation Trust*
16. *American Whitewater*
17. *Duke Energy*
18. *Nantahala Outdoor Center*
19. *The Tennessee Valley Authority*
20. *Brookfield Renewables*

**I. MISSION, VISION AND VALUES**

**Mission**

A non-regulatory collaborative partnership committed to the coordination, interpretation and promotion of resource conservation, public access and recreational opportunities in the rivers and lakes of the Upper Little Tennessee Watershed for the purpose of increased human, watershed and economic health.

### **Vision**

The rivers and lakes of the Upper Little Tennessee Watershed in the North Carolina Smoky Mountains will be known as the premiere water recreation area in the Southeastern United States.

### **Values**

Accessible Waterways

Clean Water

Healthy Environment

Vibrant Economy

## **II. PURPOSE AND SCOPE**

The purpose of this MOU is to document the cooperation between the interested parties in developing and expanding a framework that promotes the beneficial interests of the NC Smoky Mountain Blueways and to effectively promote, enhance, and sustain the varying opportunities in the Upper Little Tennessee Watershed.

Each organization of this MOU is responsible for its own expenses related to this MOU. There is no requirement, nor a prohibition of exchanges of funds between the parties for tasks associated with this MOU.

## **III. RESPONSIBILITIES**

This MOU's purpose is to establish that interested parties agree to work collaboratively to uphold the Mission, Vision and Values stated in this MOU. This MOU is expected to develop and evolve over time making this a living document that can respond to needs as they arise.

All landowner signatory parties agree to maintain their public access points identified in the Smoky Mountain Blueways National Water Trail and marketed to the general public.

Each party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU. The initial appointees of each organization are:

1. *Monica Brown, Chair - Smoky Mountain Host of North Carolina*
2. *Mike Wilkins, District Ranger, USDA Forest Service - Nantahala National Forest*
3. *Michael LaVoie, Director of Fish & Wildlife - Eastern Band of the Cherokee Indians*
4. *David Stewart, Land Management Biologist - NC Wildlife Resources Commission*
5. *Sarah Thompson, Executive Director - Southwestern Commission*
6. *Jimmy Tate, Chairman - Macon County Board of County Commissioners*
7. *Bob Scott, Mayor - Town of Franklin*
8. *Phil Carson, Chairman - Swain County Board of County Commissioners*
9. *Tom Sutton, Mayor - Town of Bryson City*
10. *Brian McMahan, Chairman - Jackson County Board of County Commissioners*
11. *Mike Fitzgerald, Mayor - Town of Dillsboro*

12. Tracey Rhodes, Mayor - Town of Webster
13. Keith Eller, Chairman - Graham County Board of County Commissioners
14. Sarah Houston, Mayor - Town of Fontana Dam
15. Sharon Taylor, Executive Director - Mainspring Conservation Trust
16. Mark Singleton, Executive Director American Whitewater
17. Lisa Leatherman, Regional Director, Duke Energy
18. Sutton Bacon, Chairman of the Board, Nantahala Outdoor Center
19. Jerry Fouse, The Tennessee Valley Authority
20. Myra Hair, Brookfield Renewables

#### **IV. TERMS OF UNDERSTANDING**

The term of this MOU is for a period of 10 years from the effective date of this agreement and may be extended upon written mutual agreement. It shall be reviewed at least annually to ensure that it is fulfilling its purpose and to make any necessary revisions.

Any organization may terminate its participation in this MOU upon thirty days written notice without penalties or liabilities.

In addition, all parties of this MOU are in support of requesting the National Park Service's designation of the Smoky Mountain Blueways as a National Water Trail.

#### **V. LIABILITY**

The parties by entering into this MOU do not become liable or in any way accept liability for the actions of other parties acting under the auspices of the MOU.

#### **VI. AUTHORIZATION**

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the MOU.

On behalf of the organization I represent, I wish to sign this MOU and contribute to its further development.

***Macon County Board of County Commissioners***

**X**

---

Jimmy Tate  
Chairman

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** May 16, 2017

**DEPARTMENT/AGENCY:** Transit

**SUBJECT MATTER:** Consideration of plan approvals and consideration of resolution for billing software

**COMMENTS/RECOMMENDATION:**

Transit Director Kim Angel is seeking board approval of the following items:

- (1) The Macon County Transit (Draft) Success Plan for FY 2017-18, a copy of which is attached.
- (2) The Macon County Transit Title VI Program Plan, a copy of which is also attached.
- (3) A resolution authorizing the county to enter into an agreement with the North Carolina Department of Transportation (NCDOT) regarding \$30,800 in funding for non-emergency medical transportation (NEMT) billing software. In addition to a copy of the resolution, the following items are also attached:
  - A letter to the County Manager from Debbie Collins with NCDOT.
  - A copy of the Transit Development Program Public Body Capital Grant Agreement.
  - A copy of the NCDOT approved budget summary.
  - A copy of the Certification of Eligibility under the Iran Divestment Act.
  - A copy of the Instructions for Executing Grant Agreements – Public Body Grantees

Ms. Angel will be at the meeting to provide details and answer questions on all items.

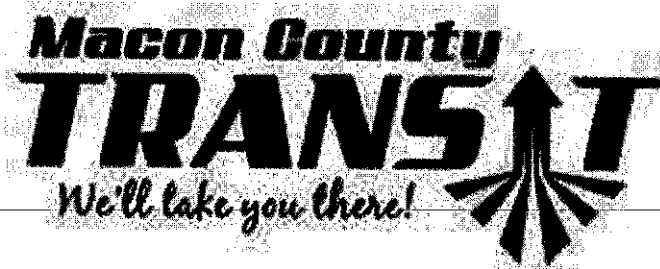
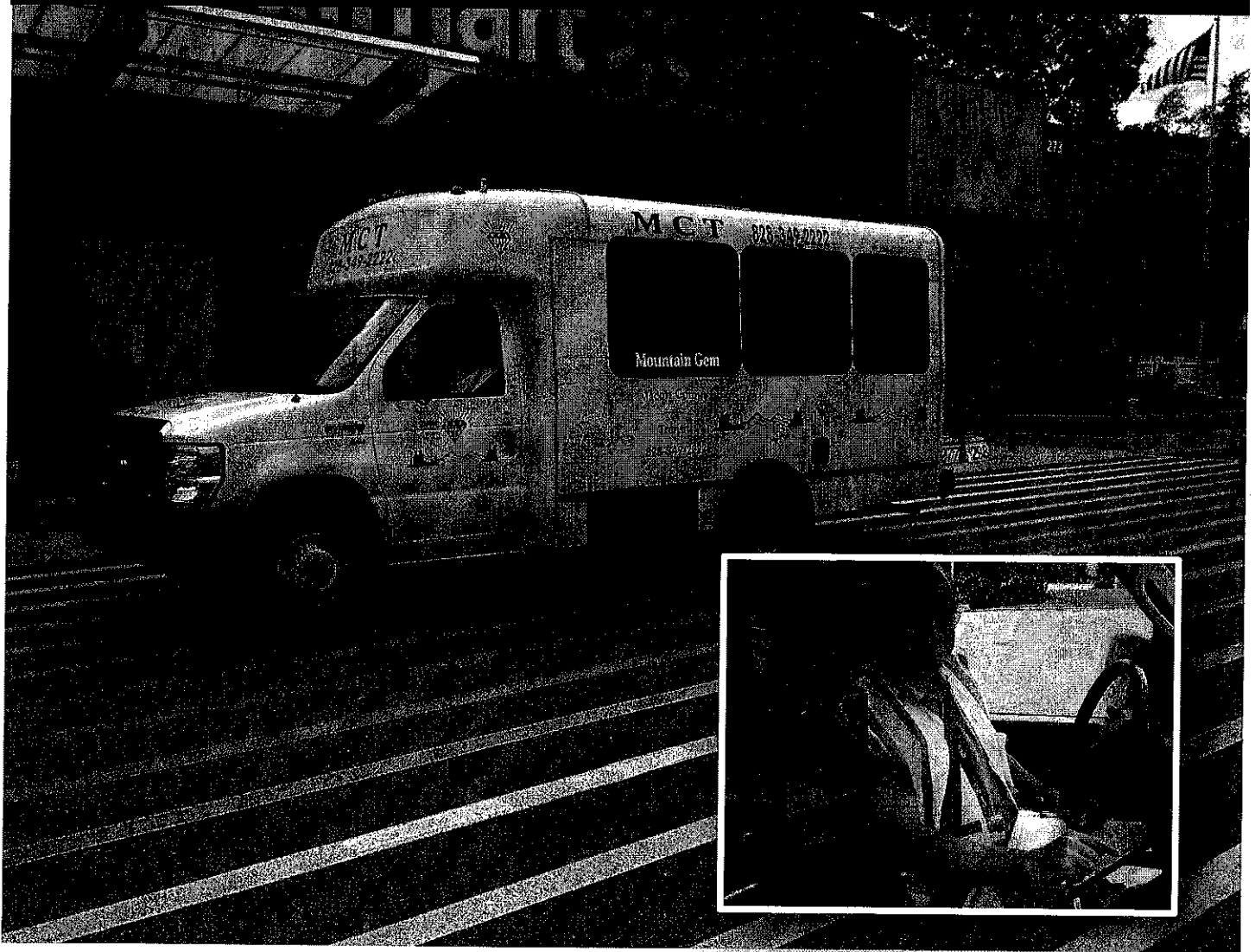
However, in an e-mail from her regarding the NEMT billing software, she explained that due to changes in Medicaid billing rules, it is necessary to purchase an additional module from the department's software vendor. As the county acts as lead agency, Macon County Transit is taking the lead in

this purchase. She will be asking the board to allocate the \$30,800 to pay the vendor when the module is deployed, but the county will be reimbursed 100 percent by NCDOT.

Attachments 8 Yes \_\_\_\_\_ No

Agenda Item 11A (1), (2) and (3)

# Macon County Transit (DRAFT) SUCCESS PLAN FY 2017-18





# Table of Contents

<b>INTRODUCTION</b>	<b>3</b>
<b>STRATEGIC ELEMENTS</b>	<b>5</b>
<b>OPERATING ELEMENTS</b>	<b>6</b>
<b>PERFORMANCE MEASUREMENT ELEMENTS</b>	<b>144</b>

# Introduction

This document was prepared by members of Macon County Transit to serve as a blueprint that guides our work for fiscal year 2017-2018. Contained within this plan are three integrated sections, each building upon the other to contribute toward the agency's ability to provide high quality service and value to customers and the community. These sections include:

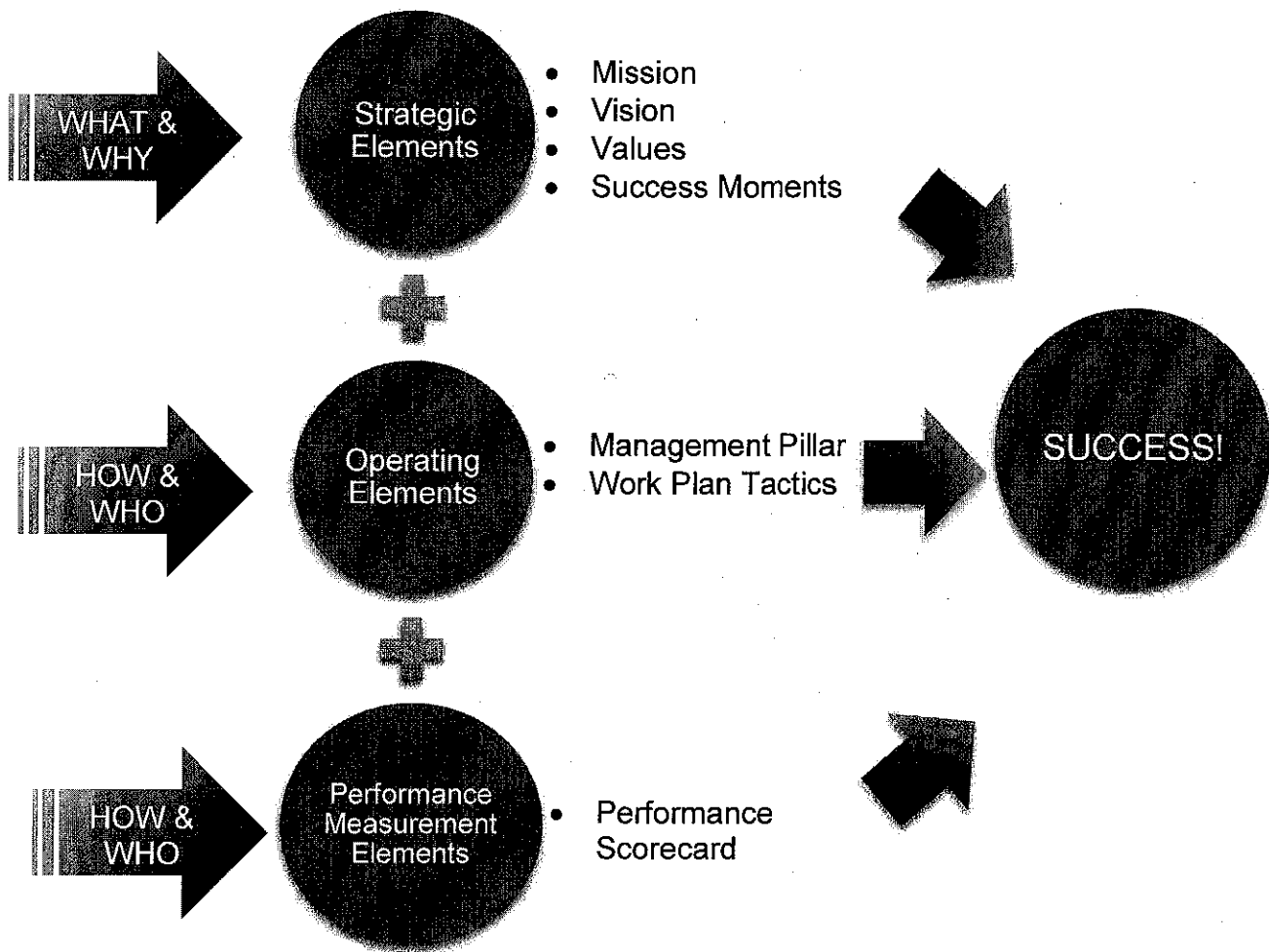


1. **Strategic Elements** – which define **WHAT** we want to accomplish over the course of the year and **WHY** our work is important. This section primarily contains the **Success Moment** goals that each and every member of Macon County Transit will work toward achieving during the coming fiscal year.
2. **Operating Elements** – which outline the **HOW** we will work toward achieving the Success Moment goals, and **WHO** will lead specific Success Plan activities. This section contains actual work plan tactics that we will advance on a quarterly basis to achieve the Success Moments.
3. **Performance Measurement Elements** – A quarterly performance scorecard containing only the most important metrics that tell us **WHERE** our efforts are truly measuring up to success for the customers and the community we serve.

It is important to note that this Success Plan is aligned with the Success Plan of the Public Transit Division (PTD) of North Carolina Department of Transportation (NCDOT). Success for PTD is incumbent upon the individual and collective success of agencies like Macon County Transit, which are grantee agencies of PTD. Much like this Success Plan, PTD's Success Plan outlines the three key elements outlined above. In fact, our agency's ability to meet certain performance goals for the year are reflected in PTD's performance scorecard.

By working collaboratively on aligned projects and goals that really matter to our customers, we are able to provide high quality service to our customers and value to the taxpayers of the communities and State we serve.

### KEY ELEMENTS of the SUCCESS PLAN



# Strategic Elements

## Mission Statement

Provide innovative transportation solutions for the residents of Macon County in an efficient, coordinated, cost-effective manner.



## Vision Statement

Public transit without borders.

## Values

- Focus on Safety
- Strive for continuously improved customer satisfaction
- Seek ways to improve and implement
- Be innovative

## Success Moments

It will be a successful year for Macon County Transit if we:

- Increase demand response passengers per mile by 5% over FY17.
- Achieve at least one new recurring investment resource.
- Develop and begin implementation of a customer-focused marketing plan.
- Increase out of county coordination by 2 trips/month

# Operating Elements

## Management Pillars

### 1. Financial Sustainability

This management pillar focuses on the financial health of Macon County Transit. For Macon County Transit to operate in a sustainable manner while providing value to its customers and the community, Macon County Transit teams will work on initiatives that advance financial efficiencies.

### 2. Customer Satisfaction

Keeping our customers happy is a priority for Macon County Transit. This strategic pillar highlights the agency's efforts in this important area of our business and the work that will contribute to the delivery of services that meet – and even exceed – customer expectations.

### 3. System Efficiencies

This management pillar focuses on operational efficiencies. These in turn, should help the agency to operate more cost-effectively and in a manner that provides better customer service and value to taxpayers.

### 4. Employee Success

Behind every Macon County Transit initiative and the delivery of service is a Macon County Transit team member. An engaged, trained and well-equipped team can make all the difference in the delivery of outstanding customer service. For the most engaged employees, it is important for the workforce to be properly equipped, trained and informed.

## Operating Tactics

**Tactic:** Hire marketing professional(s) to develop new marketing strategies

Aligns with Management Pillar 2 - Customer Satisfaction

**Description:** To increase public awareness of MCT routes and all the services provided by MCT. There is still a stigma that the system is for medical services and only for the elderly. This professional would help MCT develop strategies for increasing public awareness, potentially “rebrand” the system, and develop new marketing materials including brochures.

**Tactic Owner:** Kim Angel

**Team Members:** Kim Angel, Mobility Manager, Darlene Asher, Ryan Dunn, Tommy Gilbert, Julie Estes

### Quarterly Milestones

<b>Q1</b>	<ul style="list-style-type: none"> <li>• Develop scope of work</li> <li>• Obtain price quotes</li> </ul>
<b>Q2</b>	<ul style="list-style-type: none"> <li>• Finalize contract with vendor</li> <li>• Begin development of strategies along with vendor</li> </ul>
<b>Q3</b>	<ul style="list-style-type: none"> <li>• Finalize plan</li> <li>• Get plan approval from NCDOT &amp; Macon Co Board of Commissioners</li> </ul>
<b>Q4</b>	<ul style="list-style-type: none"> <li>• Begin implementation of plan</li> <li>• Print new marketing materials</li> <li>• Begin distribution of new marketing materials</li> </ul>

**Tactic: Revise Mountain Gem Route (deviated fixed route)**

Aligns with Management Pillars: System Efficiency

**Description:** To evaluate and revise the deviated fixed route. Currently too many deviations are preventing on-time performance at an acceptable level. There is a new Ingles grocery store being built along Hwy 441S and a new low income apartment complex being built along Siler Rd. Both of these destinations will need to be incorporated into the Mountain Gem Route.

**Tactic Owner:** Ryan Dunn

**Team Members:** Ryan Dunn, Tommy Gilbert, Kim Angel

**Quarterly Milestones**

<p><b>Q3 &amp; Q4 FY17</b></p>	<ul style="list-style-type: none"> <li>• Track route deviations</li> <li>• Design new route(s)</li> <li>• Test new route structure for timeliness and efficiency</li> <li>• Give Public notice of proposed route changes</li> </ul>
<p><b>Q1</b></p>	<ul style="list-style-type: none"> <li>• Receive public input on proposed changes</li> <li>• Review public input and incorporate as needed</li> <li>• Place signage along new route</li> </ul>
<p><b>Q2</b></p>	<ul style="list-style-type: none"> <li>• Begin operating new/revised route(s)</li> <li>• Monitor on-time performance</li> </ul>
<p><b>Q3</b></p>	<ul style="list-style-type: none"> <li>• Monitor on-time performance</li> </ul>
<p><b>Q4</b></p>	<ul style="list-style-type: none"> <li>• Monitor on-time performance</li> <li>• Track ridership levels</li> <li>• Track deviations</li> </ul>

## Tactic: Continue To Measure Customer Satisfaction With NPS

Aligns with Management Pillar 2 – Customer Satisfaction

**Description:** Net Promoter Score (NPS) is a highly acclaimed data-based process for measuring customer satisfaction. NPS is widely used in a variety of industry because it combines the simplicity of a straightforward question of customers with a reliable formula that grades the organization on its customer service. NPS scores range from -100 to 100. NPS scores of 0 or more are regarded as a “good”. In the transit industry, the average NPS is currently 12%.

**Tactic Owner:** Mobility Manager

**Team Members:** Kim Angel, Mobility Manager, Operators

### Quarterly Milestones

Q1	<ul style="list-style-type: none"> <li>• Create a customer satisfaction survey in which the NPS question will be included.</li> <li>• Determine the best method to deploy the survey.</li> <li>• Deploy the survey.</li> <li>• Submit NPS results to NCDOT - PTD</li> </ul>
Q2	<ul style="list-style-type: none"> <li>• Analyze survey results.</li> <li>• Adjust customer service based on any insights discovered in the survey results.</li> </ul>
Q3	<ul style="list-style-type: none"> <li>• Create second customer satisfaction survey in which the NPS question will be included.</li> <li>• Determine the best method to deploy the survey.</li> </ul>
Q4	<ul style="list-style-type: none"> <li>• Deploy the survey.</li> <li>• Submit results to NCDOT-PTD</li> </ul>



**Tactic: Speak to Senior Center – MCH**  
 Aligns with Management Pillar: Financial Sustainability

**Description:** To increase passengers per mile, Macon County Transit will promote service by conducting informative talks at the Senior Center – MCH

**Tactic Owner:** Mobility Manager

**Team Members:** Kim Angel, Darlene Asher, Mobility Manager

**Quarterly Milestones**

<b>Q1</b>	<ul style="list-style-type: none"> <li>• Schedule meeting with Sr Center to discuss possibility of speaking at the Center on a quarterly basis.</li> <li>• Create promotional materials to be distributed as “leave behinds” at each speaking engagement. Leave behinds will help extend our promotional reach after the speaking engagement.</li> <li>• Conduct quarterly speech.</li> </ul>
<b>Q2</b>	<ul style="list-style-type: none"> <li>• Conduct quarterly speech.</li> <li>• Seek feedback from the Senior Center</li> </ul>
<b>Q3</b>	<ul style="list-style-type: none"> <li>• Conduct quarterly speech.</li> <li>• Seek feedback from the Senior Center.</li> </ul>
<b>Q4</b>	<ul style="list-style-type: none"> <li>• Monitor OpStats report’s Passenger per Mile data to measure success.</li> </ul>

**Tactic: Promote Macon County Transit to Appalachian Trail Hikers**  
 Aligns with Management Pillar 1 - Financial Sustainability

**Description:** Appalachian Trail hikers often require transportation from Franklin to the trail, particularly during peak hike periods from April through June. In the past, the agency has secured temporary funding to run the route. The goal now is to identify a permanent, long-term funding source so that the service will be a reliable option for hikers seasonally.

**Tactic Owner:** Kim Angel

**Team Members:** Kim Angel, Darlene Asher, Ryan Dunn

**Quarterly Milestones**

<b>Q1</b>	<ul style="list-style-type: none"> <li>• Determine funding amount required to make the service viable.</li> <li>• Schedule and conduct meetings with hiker clubs to discuss donating all or a portion of funds required to run the route</li> </ul>
<b>Q2</b>	<ul style="list-style-type: none"> <li>• Schedule and conduct meetings with hiker clubs to discuss donating all or a portion of funds required to run the route</li> </ul>
<b>Q3</b>	<ul style="list-style-type: none"> <li>• Promote/Advertise service and include promotion to hiking clubs that provide support</li> </ul>
<b>Q4</b>	<ul style="list-style-type: none"> <li>• Track ridership</li> <li>• Thank donors</li> </ul>

**Tactic: Promote Jackson County/SCC/WCU Route**

Aligns with Management Pillars: Financial Sustainability

**Description:** To make the existing route to Jackson County everyday more efficient it will be necessary encourage an untapped grouped of riders to use MCT for commuting to school.

**Tactic Owner:** Kim Angel

**Team Members:** Kim Angel, , Ryan Dunn

**Quarterly Milestones**

<b>Q1</b>	<ul style="list-style-type: none"> <li>• Make contact with SCC &amp; WCU staff</li> <li>• Provide/distribute marketing materials</li> </ul>
<b>Q2</b>	<ul style="list-style-type: none"> <li>• Follow up with SCC &amp; WCU staff quarterly</li> <li>• Monitor route for increase in ridership going to SCC/WCU</li> </ul>
<b>Q3</b>	<ul style="list-style-type: none"> <li>• Monitor route for increase in ridership going to SCC/WCU</li> </ul>
<b>Q4</b>	<ul style="list-style-type: none"> <li>• Monitor route for increase in ridership going to SCC/WCU</li> <li>• Evaluate for increased ridership and efficiency</li> </ul>

**Tactic: Plan and Provide large-scale emergency evacuation training**  
Aligns With Management Pillar 4 – Employee Success

**Description:** A former transit director for Stanly County NC developed an emergency evacuation training program that utilizes multiple agencies in order to train transit drivers how to react in case of a rollover and fire incident. This program has been approved and recommended by NCDOT as a best practice. The intent is to duplicate this training for MCT drivers.

**Tactic Owner:** Ryan Dunn

**Team Members:** Kim Angel, Ryan Dunn, Jonathan Sprinkle (Macon Co Garage), EMS staff

**Quarterly Milestones**

<b>Q1</b>	<ul style="list-style-type: none"> <li>• Seek input from Stanly County transit &amp; Emergency Services – see if a “guidebook” is available</li> <li>• Identify key agencies to be involved in training</li> </ul>
<b>Q2</b>	<ul style="list-style-type: none"> <li>• Invite agencies to attend initial meeting to discuss scope of training exercise</li> <li>• Hold initial meeting and subsequent meetings if necessary</li> </ul>
<b>Q3</b>	<ul style="list-style-type: none"> <li>• Continue meetings to plan training</li> <li>• Gather materials needed for training</li> </ul>
<b>Q4</b>	<ul style="list-style-type: none"> <li>• Hold pre-training meeting</li> <li>• Hold training</li> <li>• Follow up with employee survey for feedback on training</li> </ul>

# Performance Measurement Elements

Management Pillar	Performance Metric	Target Performance	Target Points	Q1 Perf	Q1 Points	Q2 Perf	Q2 Points	Q3 Perf	Q3 Points	Q4 Perf	Q4 Points
<b>Financial Sustainability</b> Target Score: 25	Annual Fixed Route Cost Per Trip	TBD after FY17 OpStats	4								
	Annual Fixed Route Cost Per Mile	TBD after FY17 OpStats	4								
	Annual Demand Response Cost Per Trip	TBD after FY17 OpStats	4								
	Annual Demand Response Cost Per Mile	TBD after FY17 OpStats	5								
	Annual County General Fund Contribution	15% of Total Budget	5								
	Cost of Savings From Propane Use	30%	3								
	<b>Total Score</b>			<b>25</b>							
<b>Customer Satisfaction</b> Target Score: 25	Net Promoter Score	12%	10								
	Customer Compliments	3	4								
	Customer Complaints	3	4								
	On-Time Performance – Deviated Fixed Route	90%	7								
	<b>Total Score</b>			<b>25</b>							
<b>System Efficiencies</b> Target Score: 25	Deviated Fixed Customers Per Mile	TBD after FY17 OpStats	8								
	Demand Customers Per	TBD after FY17	9								

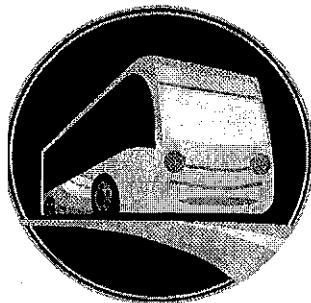
	Mile	OpStats								
	Increased Coordinated Trips	5%	8							
	<b>Total Score</b>		<b>25</b>							
<b>Employee Success</b> Target Score: 25	Training Attendance	98%	10							
	Employee Satisfaction Survey	80%	10							
	Employee Turnover Rate	12%	5							
	<b>Total Score</b>		<b>25</b>							
<b>OVERALL TOTAL</b>			<b>100</b>							

# Macon County Transit



Date Adopted  
Month/Day/Year

## Title VI Program Plan



**PLAN REVIEW AND APPROVAL**

On behalf of the Macon County Board of Commissioners for Macon County Transit (MCT) I hereby acknowledge receipt of the Title VI Nondiscrimination Plan. We, the board, have **reviewed and hereby approve** this Plan. We are committed to ensuring that all decisions are made in accordance with the nondiscrimination guidelines of this Plan, to the end that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any Macon County Transit transportation services and activities on the basis of race, color, national origin, sex, age, creed , or disability, as protected by Title VI of the Civil Rights Act of 1964 and the nondiscrimination provisions of the Federal Transit Administration.

\_\_\_\_\_  
Signature of Authorizing Official

\_\_\_\_\_  
DATE



## Table of Contents

<b>Title VI Nondiscrimination Agreement</b> .....	<b>5</b>
<b>1.0 Introduction</b> .....	<b>6</b>
<b>2.0 Description of Programs and Services</b> .....	<b>6</b>
2.1 Program(s) and Services Administered .....	<b>6</b>
2.2 Funding Sources / Tables.....	<b>6</b>
2.3 Decision-Making Process.....	<b>7</b>
2.4 Title VI Coordinator .....	<b>8</b>
2.5 Change of Title VI Coordinator .....	<b>9</b>
2.6 Organizational Chart.....	<b>9</b>
2.7 Sub-recipients.....	<b>9</b>
<b>3.0 Title VI Nondiscrimination Policy Statement</b> .....	<b>10</b>
<b>4.0 Notice of Nondiscrimination</b> .....	<b>11</b>
<b>5.0 Procedures to Ensure Nondiscriminatory Administration of Programs and Services</b> .....	<b>12</b>
<b>6.0 Contract Administration</b> .....	<b>13</b>
6.1 Contract Language.....	<b>13</b>
6.2 Nondiscrimination Notice to Prospective Bidders .....	<b>14</b>
<b>7.0 External Discrimination Complaint Procedures</b> .....	<b>15</b>
Discrimination Complaint Form .....	<b>17</b>
Discrimination Complaints Log.....	<b>19</b>
Investigative Guidance .....	<b>20</b>
SAMPLE Investigative Report Template .....	<b>21</b>
<b>8.0 Service Area Population Characteristics</b> .....	<b>23</b>
8.1 Race and Ethnicity .....	<b>23</b>
8.2 Age & Sex.....	<b>23</b>
8.3 Disability .....	<b>24</b>
8.4 Poverty .....	<b>25</b>
8.5 Household Income.....	<b>25</b>
8.6 Limited English Proficiency Populations.....	<b>25</b>
8.7 Population Locations .....	<b>25</b>
<b>9.0 Title VI Equity Analyses (and Environmental Justice Assessments)</b> .....	<b>25</b>
<b>10.0 Public Involvement</b> .....	<b>26</b>
10.1 Introduction.....	<b>26</b>
10.2 Public Notification .....	<b>26</b>

10.3 Outreach Tools .....	27
10.4 Limited English Proficiency.....	28
10.5 Demographic Request.....	29
10.6 Key Community Contacts .....	30
10.7 Summary of Outreach Efforts Since the Last Title VI Program Submission .....	31
<b>11.0 Staff Training.....</b>	<b>31</b>
<b>12.0 Nonelected Boards and Committees – By Race and Gender .....</b>	<b>31</b>
<b>13.0 Record-Keeping and Reports.....</b>	<b>32</b>
<b>Appendices.....</b>	<b>33</b>
Appendix A – Applicable Nondiscrimination Authorities	
Appendix B – Organizational Chart	
Appendix C– NCDOT’s Transit Review Checklist	
Appendix D – Annual Education and Acknowledgment Form	
Appendix E – Language Spoken at Home By Ability to Speak English For the Population 5 Years and Over	
Appendix F – Transit Advisory Board (TAB) Composition	
Appendix G- Demographic Request Form	

**TITLE VI NONDISCRIMINATION AGREEMENT  
BETWEEN  
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
AND  
MACON COUNTY TRANSIT**

In accordance with DOT Order 1050.2A, Macon County Transit (MCT) assures the North Carolina Department of Transportation (NCDOT) that no person shall, on the ground of **race, color, national origin, sex, Creed (Religion), age, or disability**, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and related nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by Macon County Transit.

Further, Macon County Transit hereby agrees to:

1. Designate a Title VI Coordinator that has a responsible position within the organization and easy access to the Director of the organization.
2. Issue a policy statement, signed by the Director of the organization, which expresses a commitment to the nondiscrimination provisions of Title VI and related applicable statutes. The signed policy statement shall be posted and circulated throughout the organization and to the general public, and published where appropriate in languages other than English. The policy statement will be re-signed when there is a change of Director.
3. Insert the clauses of the contract language from Section 6.1 in every contract awarded by the organization. Ensure that every contract awarded by the organization's contractors or consultants also includes the contract language.
4. Process all and, when required, investigate complaints of discrimination consistent with the procedures contained within this Plan. Log all complaints for the administrative record.
5. Collect statistical data (race, color, national origin, sex, age, disability) on participants in, and beneficiaries of, programs and activities carried out by the organization.
6. Participate in training offered on Title VI and other nondiscrimination requirements. Conduct or request training for employees or the organization's sub-recipients.
7. Take affirmative action, if reviewed or investigated by NCDOT, to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless reasonable provisions are granted by NCDOT.
8. Document all Title VI nondiscrimination-related activities as evidence of compliance. Submit information and reports to NCDOT on a schedule outlined by NCDOT.

**THIS AGREEMENT** is given in consideration of, and for the purpose of obtaining, any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding.

---

Derek C. Roland, Macon County Manager

---

Date

## 1.0 INTRODUCTION

Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000d provides that: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The broader application of nondiscrimination law is found in other statutes, executive orders, and regulations, which provide additional protections based on age, sex, creed, and disability, including the 1987 Civil Rights Restoration Act, which extended nondiscrimination coverage to all programs and activities of federal-aid recipients, sub-recipients, and contractors, including those that are not federally-funded (see Appendix A – Applicable Nondiscrimination Authorities).

Macon County Transit (MCT) is a recipient of Federal financial assistance from the North Carolina Department of Transportation (NCDOT) and the United States Department of Transportation (USDOT), receiving Federal Transit Administration (FTA) funds through the NCDOT. As the primary recipient of USDOT funds in North Carolina, the NCDOT's comprehensive Title VI Nondiscrimination Program includes compliance oversight and technical assistance responsibilities towards its sub-recipients and those sub-recipients must use federal and state funds in a nondiscriminatory manner.

Macon County Transit establishes this Title VI Nondiscrimination Plan for the purpose of complying with Title VI of the Civil Rights Act of 1964, as required by FTA Circular 4702.1B, and related requirements outlined under Group 01.D, "Nondiscrimination Assurance," of the FTA Certifications and Assurances. This document details the nondiscrimination program, policies, and practices administered by this organization, and will be updated periodically to incorporate changes and additional responsibilities as they are made.

## 2.0 DESCRIPTION OF PROGRAMS AND SERVICES

### 2.1 PROGRAM(S) AND SERVICES ADMINISTERED

Macon County Transit provides the following services for the entire population of Macon County:

1. Deviated Fixed Route – operates Monday – Friday from 8:00 am until 4:30 pm (last run). Route includes 8 designated stops, will make stops in between designated stops and will deviate up to ¼ mile from route upon request. Buses will be at each stop every 30 minutes. Fares are \$1 per boarding, \$18 for 20 tickets, or \$30 for an unlimited monthly pass. Deviated Fixed Route vehicles are ADA accessible.
2. Demand Response – Operates Monday – Friday from 6:00 am until 5:00 pm. Available to all citizens of Macon County. All trips should be scheduled as far in advance as possible but at least by 12:00PM the day before. ADA accessible vehicles are available. Fares are \$3.00 per boarding for local general public trips; there are discount rates available for the elderly and or disabled passengers. Out of county fares depends on the location of the trip.

Macon County Transit has the following staff:

Transit Director (1), Transit Assistant Director (1), Transit Operations Supervisor (1), Dispatcher/Scheduler (1), Transit Administrative Support Assistant (1), Full-Time Drivers (4) and Part-time Transit Drivers (19)

### 2.2 FUNDING SOURCES / TABLES

For the purpose of federally-assisted programs, "federal assistance" shall include:

1. grants and loans of Federal funds;
2. the grant or donation of Federal property and interest in property;
3. the detail of Federal personnel;

4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and
5. any Federal agreement, arrangement, or other contract which has, as one of its purposes, the provision of assistance.

Each FTA Formula Grant received by our system, and whether the funds were received through NCDOT or directly from FTA, is checked below. Additional details are provided on how often each of the grants is received (*annually, first time, etc.*)

Grant Title	NCDOT	FTA	Details (i.e., purpose, frequency, and duration of receipt)
<b>5310</b> (Transportation for Elderly Persons and Persons with Disabilities)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	to improve mobility for seniors and individuals with disabilities throughout the country, by removing barriers to transportation services and expanding the transportation mobility options available, annually upon approval
<b>5311</b> (Formula Grants for Other than Urbanized Areas)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	to enhance the access of people in nonurbanized areas to health care, shopping, education, employment, public services and recreation; annually upon approval
<b>5311 (b)(3)</b> (Rural Transit Assistance)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	to assist in the design and implementation of training and technical assistance projects and other support services tailored to meet the needs of transit operators in nonurbanized areas, annually upon approval
<b>5317</b> (New Freedom)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	to encourage new services and facility improvements to address the transportation needs of persons with disabilities that go beyond those required by the Americans with Disabilities Act (ADA), annually upon approval
<b>Other:</b> Appalachian Development Transportation Assistance Program (ADTAP)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	to provide technical assistance to include project planning, program and management development, public transportation coordination activities, and research to promote effective delivery of public transportation in rural areas of the designated Appalachian region, and (8) to enhance and improve access to jobs through employment-related transportation services for welfare recipients and eligible low-income individuals; this includes transportation of residents from urbanized and rural areas to suburban employment opportunities, annually upon approval

### 2.3 DECISION-MAKING PROCESS

The transportation advisory board shall perform the following duties or be responsible for the following functions:

1. Serve as a liaison between the residents of Macon County and the county government concerning transportation issues.
2. Serve as the advisory body to Macon County as lead agency in the operation of Macon County Transit.
3. Discuss and make recommendations on unmet needs in the services area.
4. Review and make recommendations on service design, scheduling and billing rates and fares and help to resolve complaints when requested by the Transit Director.
5. Monitor compliance with federal regulations and the status of any deficiencies noted in any official federal, state or local review or report.
6. Recommend policy and make recommendations to the Transit Director and the Macon County Board of Commissioners on the transportation needs of Macon County citizens, particularly with respect to a coordinated and cost-effective approach to the delivery of transportation services to area human service agencies and the general public.
7. Work to stimulate and promote needed transportation services and programs for Macon County residents.

8. Assist public, private non-profit, private, and voluntary agencies in providing transportation services to their clients.
9. Assist in the development and update of the Community Transportation Services Plan (CTSP) and the local Human Services and Public Transportation Coordinated Plan.
10. Perform other functions as may be requested by the Macon County Board of Commissioners.

**The Macon County Board of Commissioners shall perform the following duties or be responsible for the following functions:**

1. The Macon County Board of Commissioners (BOC) is the governing board for Macon County Transit and makes the final decisions on adopting program documents.
2. The BOC is comprised of five elected members.
3. The BOC meets one time per month (second Tuesday of the Month)
4. Certain departmental plans/policies/documents are required to be adopted by the Board of Commissioners.
5. Plan/policies/documents are typically sent to the County Attorney for review and comment,
6. The Transit Director makes any necessary changes based on County Attorney's opinion and requests to be placed on the agenda for the next BOC meeting.
7. The Transit Director (or designee) brings the plan/policy/document before the Board of Commissioners at a regular meeting.
8. The BOC considers the request from the Transit Director and votes to either approve or deny the request.
9. A Resolution granting permission for MCT to apply and receive the annual CTP funds must be passed by the BOC

Board or Committee Name	Appointed	Elected	# of Members
Macon County Transportation Advisory Board	<input checked="" type="checkbox"/>	<input type="checkbox"/>	16
Macon County Board of Commissioners	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5

## 2.4 TITLE VI COORDINATOR

The individual below has been designated as the Title VI Coordinator for Macon County Transit, and is empowered with sufficient authority and responsibility to implement the Title VI Nondiscrimination Program:

Kim Angel  
Transit Director  
36 Pannell Lane  
Franklin, NC 28734  
828-349-2222  
kangel@maconnc.org

Key responsibilities of the Coordinator include:

- Maintaining knowledge of Title VI and related requirements.
- Attending civil rights training when offered by NCDOT or any other regulatory agency.
- Administering the Title VI Nondiscrimination Program and coordinating implementation of this Plan.
- Making sure internal staff and officials are familiarized and complying with their Title VI nondiscrimination obligations.
- Disseminating Title VI information internally and to the general public, including in languages other than English.
- Presenting Title VI-related information to decision-making bodies for input and approval.
- Ensuring Title VI-related posters are prominently and publicly displayed.
- Developing a process to collect data related to race, national origin, sex, age, and disability to ensure minority, low-income, and other underserved groups are included and not discriminated against.
- Ensuring that non-elected boards and committees reflect the service area and minorities are represented.
- Implementing procedures for prompt processing (receiving, logging, investigating and/or forwarding) of discrimination complaints.
- Coordinating with, and providing information to, NCDOT and other regulatory agencies during compliance reviews or complaint investigations.
- Promptly resolving areas of deficiency to ensure compliance with Title VI nondiscrimination requirements.

## 2.5 CHANGE OF TITLE VI COORDINATOR

If Title VI Coordinator or Transit Director changes, this document and all other documents that name the Coordinator, will immediately be updated, and an updated policy statement and assurance will be signed by the new Transit Director.

## 2.6 ORGANIZATIONAL CHART

An organizational chart showing the Title VI Coordinator's place within the organization is located in **Appendix B**.

## 2.7 SUB-RECIPIENTS

Macon County Transit does not have pass through funds to any other organizations and, therefore, does not have any sub-recipients.

### 3.0 TITLE VI NONDISCRIMINATION POLICY STATEMENT

It is the policy of Macon County Transit, as a federal-aid recipient, to ensure that no person shall, on the ground of **race, color, national origin, sex, Creed (Religion), age or disability**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of our programs and activities, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and all other related nondiscrimination laws and requirements.

\_\_\_\_\_  
Kim Angel, Transit Director

\_\_\_\_\_  
Date

#### **Title VI and Related Authorities**

Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d) provides that, "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." The 1987 Civil Rights Restoration Act (P.L. 100-259) clarified and restored the original intent of Title VI by expanding the definition of "programs and activities" to include all programs and activities of federal-aid recipients (such as, Macon County Transit), sub-recipients, and contractors, whether such programs and activities are federally-assisted or not.

Related nondiscrimination authorities include, but are not limited to: U.S. DOT regulation, 49 CFR part 21, "Nondiscrimination in Federally-assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act"; 49 U.S.C. 5332, "Nondiscrimination (Public Transportation)"; FTA Circular 4702.1B - Title VI Requirements and Guidelines for Federal Transit Administration Recipients; DOT Order 5610.2a, "Actions to Address Environmental Justice in Minority Populations and Low-Income Populations"; FTA C 4703.1 - Environmental Justice Policy Guidance For Federal Transit Administration Recipients; Policy Guidance Concerning (DOT) Recipient's Responsibilities to Limited English Proficient (LEP) Persons, 74 FR 74087; The Americans with Disabilities Act of 1990, as amended, P.L. 101-336; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 790; Age Discrimination Act of 1975, as amended 42 U.S.C. 6101; Title IX of the Education Amendments of 1972, 20 U.S.C. 1681; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601; Section 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794d;

#### **Implementation**

- This statement will be signed by the Transit Director of Macon County Transit, and re-signed whenever a new person assumes that position.
- MCT will provide notice to the public of our Title VI obligations on brochures, which are disseminated, to the public throughout our service area and on our website. Notices will also be posted at transit stops, inside vehicles, via email to human service agencies, and disseminated within brochures and other written materials. The notice will also be made available in other languages, when appropriate.
- The notice will be posted in its entirety on our website.
- The core of the statement (signature excluded) will circulate *internally* within annual acknowledgement forms.
- The statement will be posted or provided in languages other than English, when appropriate.



#### 4.0 NOTICE OF NONDISCRIMINATION

- Macon County Transit operates its programs and services without regard to **race, color, national origin, sex, Creed (Religion), age, and disability** in accordance with Title VI of the Civil Rights Act and related statutes. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice may file a complaint with Macon County Transit.
- For more information on Macon County Transit's civil rights program, and the procedures to file a complaint, contact 828-349-2222, (TTY 800-735-2962 or 711); via the internet at [www.macontransit.org](http://www.macontransit.org), or visit our administrative office at 36 Pannell Ln, Franklin, NC 28734.
- If information is needed in another language, contact 828-349-2222 and ask for an interpreter.
- **North Carolina Department of Transportation**, Office of Civil Rights, External Civil Rights, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1830 or toll free 800-522-0453.
- A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

#### Implementation

- The notice will be posted in its entirety on our website and in any documents and reports we distribute.
- Ads in newspapers and other publications shall include the following: "MCT operates without regard to race, color, national origin, sex, creed (religion), age or disability. For more information on MCT's civil rights program or how to file a discrimination complaint, contact 828-349-222."
- The statement will be posted or provided in languages other than English, when appropriate.

## 5.0 PROCEDURES TO ENSURE NONDISCRIMINATORY ADMINISTRATION OF PROGRAMS AND SERVICES

We are committed to the nondiscriminatory administration of our programs and services. As with the implementation of our programs in general, organization-wide compliance is required. Thus, employees and staff will periodically be reminded of our Title VI nondiscrimination obligations through staff training and use of the **Annual Education and Acknowledgment Form** below. The Title VI Coordinator will periodically assess program operations to ensure that this policy is being followed. A single copy of the form is located in Appendix D

### **Annual Education and Acknowledgement Form**

#### **Title VI Nondiscrimination Policy**

*(Title VI and related nondiscrimination authorities)*

No person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of a Federal-aid recipient.

All employees and representatives of Macon County Transit are expected to consider, respect, and observe this policy in their daily work and duties. If any person approaches you with a civil rights-related question or complaint, please direct him or her to Transit Director, at 36 Pannell Lane, Franklin, NC 28734 PH. 828-349-2222.

In all dealings with the public, use courtesy titles (e.g., Mr., Mrs., Miss, Dr.) to address or refer to them without regard to their race, color, national origin, sex, age or disability.

#### ***Acknowledgement of Receipt of Title VI Program***

I hereby acknowledge receipt of Macon County Transit's Title VI Program and other nondiscrimination guidelines. I have read the Title VI Program and I am committed to ensuring that no person is excluded from participation in or denied the benefits of Macon County Transit's programs, policies, services and activities on the basis of race, color, national origin, sex, age, or disability, as provided by Title VI of the Civil Rights Act of 1964 and related nondiscrimination statutes.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### **Implementation**

- Periodically, but not more than once a year, employees and representatives will receive, review and certify commitment to the Title VI Program.
- New employees shall be informed of Title VI provisions and expectations to perform their duties accordingly, asked to review the Title VI Program, and required to sign the acknowledgement form.
- Periodic review of operational practices and guidelines by the Title VI Coordinator to verify compliance with the Title VI Program.
- Signed acknowledgement forms and records of internal assessments will remain on file for at least three years.

## 6.0 CONTRACT ADMINISTRATION

Macon County Transit ensures all contractors will fulfill their contracts in a nondiscriminatory manner. While contractors are not required to prepare a Title VI Program, they must comply with the nondiscrimination requirements of the organization to which they are contracted. Macon County Transit and its contractors will not discriminate in the selection and retention of contractors (at any level) or discriminate in employment practices in connection with any of our projects.

### 6.1 CONTRACT LANGUAGE

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, creed, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Macon County Transit or the North Carolina Department of Transportation (NCDOT), the Federal Highway Administration (FHWA) and/or Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to

furnish this information the contractor shall so certify to Macon County Transit, or the NCDOT, FHWA and/or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Macon County Transit shall impose such contract sanctions as it or the NCDOT, FHWA and/or FTA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Macon County Transit or the NCDOT, FHWA and/or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Macon County Transit to enter into such litigation to protect the interests of the Macon County Transit, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

\*The Contractor has read and is familiar with the terms above:

\_\_\_\_\_  
Contractor's Initials

\_\_\_\_\_  
Date

#### Implementation

- The nondiscrimination language above (with initials line) will be appended to any *existing* contracts, purchase orders, and agreements that do not include it, and initialed by the responsible official of the other organization.

- The nondiscrimination language above (without initials line) will be incorporated as standard language before the signature page of our standard contracts, purchase orders, and agreements.
- The Title VI Coordinator will review *existing* contracts to ensure the language has been added.

## 6.2 NONDISCRIMINATION NOTICE TO PROSPECTIVE BIDDERS

The Macon County Transit, in accordance with Title VI of the Civil Rights Act of 1964 and related nondiscrimination authorities, and Title 49 Code of Federal Regulations, Parts 21 and 26, hereby notifies all bidders that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority and women business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

### Implementation

- The nondiscrimination language above will be included in all solicitations for bids for work or material and proposals for negotiated agreements to assure interested firms that we provide equal opportunity and do not discriminate.
- Outreach efforts will be made to minority and women-owned firms that work in requested fields, and documented.
- Unless specifically required under Disadvantaged Business Enterprise (DBE) or Affirmative Action programs, all contractors will be selected without regard to their race, color, national origin, or sex.

## 7.0 EXTERNAL DISCRIMINATION COMPLAINT PROCEDURES

These discrimination complaint procedures describe the process used by Macon County Transit to process and investigate complaints of alleged discrimination filed under Title VI of the Civil Rights Act of 1964 and related nondiscrimination laws that are applicable to programs, services, and activities carried out by Macon County Transit.

Complaints will be investigated by the appropriate authority. Upon completion of every investigation, Macon County Transit will inform the complainant of all avenues of appeal. Macon County Transit will make every effort to obtain early resolution of complaints at the lowest level possible. The option of informal mediation between the affected parties and Macon County Transit staff may be utilized for resolution.

### FILING OF COMPLAINTS

1. **Applicability** – The complaint procedures apply to the beneficiaries of Macon County Transit programs, activities, and services, such as the members of the public and any consultants/contractors hired by Macon County Transit.
2. **Eligibility** – Any person or class of persons who believes that he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities based upon race, color, sex, age, national origin, creed (religion), or disability, may file a written complaint with Macon County Transit. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative, and must be in writing.
3. **Time Limits and Filing Options** – A complaint must be filed no later than 180 calendar days after the following:
  - The date of the alleged act of discrimination; or
  - The date when the person(s) became aware of the alleged discrimination; or
  - Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Complaints may be submitted to the following entities:

- **Macon County Transit, 36 Pannell Lane, Franklin, NC 28734; (828) 349-2222**
  - **North Carolina Department of Transportation, Office of Civil Rights, External Civil Rights, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1830 or toll free 800-522-0453**
  - **US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070**  
**Federal Transit Administration, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5<sup>th</sup> Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590**  
**Federal Highway Administration, Office of Civil Rights, 1200 New Jersey Avenue, SE, 8<sup>th</sup> Floor, E81-314, Washington, DC 20590, 202-366-0693 / 366-0752**  
**Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010**  
**Federal Aviation Administration, Office of Civil Rights, 800 Independence Avenue, SW, Washington, DC 20591, 202-267-3258**
  - **US Department of Justice, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228**
4. **Format for Complaints** – Complaints shall be in **writing** and **signed** by the complainant(s) or a representative and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone or in person will be reduced to writing, may be recorded and will be provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.
  5. **Discrimination Complaint Form** – The Discrimination Complaint Form is consistent with the Nondiscrimination Assurance in Group 01.D of the FTA Certifications & Assurances.
  6. **Complaint Basis** – Allegations must be based on issues involving race, color, national origin, sex, age, creed (religion), or disability. The term "basis" refers to the complainant's membership in a protected group category.

Protected Categories	Definition	Examples	Applicable Statutes and Regulations	
			FHWA	FTA
Race	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; Circular 4702.1B
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.		
National Origin	Place of birth. Citizenship is not a factor. Discrimination based on language or a person's accent is also covered.	Mexican, Cuban, Japanese, Vietnamese, Chinese		
Sex	Gender	Women and Men	1973 Federal-Aid Highway Act	Title IX of the Education Amendments of 1972
Age	Persons of any age	21 year old person	Age Discrimination Act of 1975	
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990	
Creed	Religion.	Muslim, Christian, Hindu, Atheist	49 U.S.C. 5332(b)	

### Complaint Processing

1. When a complaint is received by Macon County Transit, a written acknowledgment and a Consent Release form will be mailed to the complainant within ten (10) business days by registered mail.
2. **Macon County Transit cannot investigate Title VI complaints filed against itself**, but can investigate ADA complaints against itself. Macon County Transit will consult with the NCDOT External Civil Rights Section to determine the acceptability and jurisdiction of all complaints received. (Note: If NCDOT has jurisdiction, the External Civil Rights Section will be responsible for the remainder of this process. Macon County Transit will record the transfer of responsibility in its complaints log).
3. Additional information will be requested if the complaint is incomplete. The complainant will be provided 15 business days to submit any requested information and the signed Consent Release form. Failure to do so may be considered good cause for a determination of no investigative merit.
4. Upon receipt of the requested information and determination of jurisdiction, Macon County Transit will notify the complainant and respondent of whether the complaint has sufficient merit to warrant investigation.
5. If the complaint is investigated, the notification shall state the grounds of the Macon County Transit's jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator.
6. If the complaint does not warrant investigation, the notification to the complainant shall specifically state the reason for the decision.

### Complaint Log

1. When a complaint is received by Macon County Transit, the complaint will be entered into the Discrimination Complaints Log with other pertinent information, and assigned a **Case Number**. (Note: All complaints must be logged).
2. The complaints log will be submitted to the NCDOT's Civil Rights office during Title VI compliance reviews. (Note: NCDOT may also be request the complaints log during pre-grant approval processes).
3. The **Log Year(s)** since the last submittal will be entered (e.g., 2012-2015, 2014-2015, FFY 2015, or 2015) and the complaints log will be signed before submitting the log to NCDOT.
4. When reporting **no complaints**, check the **No Complaints or Lawsuits** box and sign the log.

**DISCRIMINATION COMPLAINT FORM**

<p><b>Any person who believes that he/she has been subjected to discrimination based upon race, color, creed (religion), sex, age, national origin, or disability may file a written complaint with Macon County Transit, within 180 days after the discrimination occurred.</b></p>				
Last Name:		First Name:		<input type="checkbox"/> Male
				<input type="checkbox"/> Female
Mailing Address:			City	State
				Zip
Home Telephone:		Work Telephone:		E-mail Address
<p>Identify the Category of Discrimination:</p> <p><input type="checkbox"/> RACE                      <input type="checkbox"/> COLOR                      <input type="checkbox"/> NATIONAL ORIGIN                      <input type="checkbox"/> AGE</p> <p><input type="checkbox"/> CREED (RELIGION)                      <input type="checkbox"/> DISABILITY                      <input type="checkbox"/> SEX</p> <p><small>*NOTE: Title VI bases are race, color, national origin. All other bases are found in the "Nondiscrimination Assurance" of the FTA Certifications &amp; Assurances.</small></p>				
<p>Identify the Race of the Complainant</p> <p><input type="checkbox"/> Black                      <input type="checkbox"/> White                      <input type="checkbox"/> Hispanic                      <input type="checkbox"/> Asian American</p> <p><input type="checkbox"/> American Indian                      <input type="checkbox"/> Alaskan Native                      <input type="checkbox"/> Pacific Islander                      <input type="checkbox"/> Other _____</p>				
<p>Date and place of alleged discriminatory action(s). Please include earliest date of discrimination and most recent date of discrimination.</p>				
<p>Names of individuals responsible for the discriminatory action(s):</p>				
<p>How were you discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. <b>(Attach additional page(s), if necessary).</b></p>				
<p>The law prohibits intimidation or <b>retaliation</b> against anyone because he/she has either taken action, or participated in action, to secure rights protected by these laws. If you feel that you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation.</p>				
<p>Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint: (Attached additional page(s), if necessary).</p>				
<u>Name</u>		<u>Address</u>		<u>Telephone</u>
1. _____		_____		_____
2. _____		_____		_____
3. _____		_____		_____
4. _____		_____		_____

DISCRIMINATION COMPLAINT FORM

Have you filed, or intend to file, a complaint regarding the matter raised with any of the following? If yes, please provide the filing dates. Check all that apply.

- NC Department of Transportation \_\_\_\_\_
- Federal Transit Administration \_\_\_\_\_
- Federal Highway Administration \_\_\_\_\_
- US Department of Transportation \_\_\_\_\_
- Federal or State Court \_\_\_\_\_
- Other \_\_\_\_\_

Have you discussed the complaint with any Macon County Transit representative? If yes, provide the name, position, and date of discussion.

Please provide any additional information that you believe would assist with an investigation.

Briefly explain what remedy, or action, are you seeking for the alleged discrimination.

**\*\*WE CANNOT ACCEPT AN UNSIGNED COMPLAINT. PLEASE SIGN AND DATE THE COMPLAINT FORM BELOW.**

\_\_\_\_\_  
COMPLAINANT'S SIGNATURE

\_\_\_\_\_  
DATE

**MAIL COMPLAINT FORM TO:**

Macon County Transit  
36 Pannell Lane  
Franklin, NC 28734  
Att: Kim Angel  
(828) 349-2222

**FOR OFFICE USE ONLY**

Date Complaint Received \_\_\_\_\_

Processed by \_\_\_\_\_

Case # \_\_\_\_\_

Referred to:  NCDOT

FTA

Date Referred \_\_\_\_\_



**DISCRIMINATION COMPLAINTS LOG**

Log Year(s):

CASE NO.	COMPLAINANT NAME	RACE/ GENDER	RESPONDENT NAME	BASIS	DATE FILED	DATE RECEIVED	ACTION TAKEN	DATE INVESTIG. COMPLETED	DISPOSITION

**No Complaints or Lawsuits**

I certify that to the best of my knowledge, the above described complaints or lawsuits alleging discrimination, or **no complaints or lawsuits** alleging discrimination, have been filed with or against Macon County Transit since the previous Title VI Program submission to NCDOT.

\_\_\_\_\_  
Signature of Title VI Coordinator or Other Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Authorized Official

## INVESTIGATIVE GUIDANCE

- A. Scope of Investigation** – An investigation should be confined to the issues and facts relevant to the allegations in the complaint, unless evidence shows the need to extend the issues.
- B. Developing an Investigative Plan** – It is recommended that the investigator prepares an Investigative Plan (IP) to define the issues and lay out the blueprint to complete the investigation. The IP should follow the outline below:
1. Complainant(s) Name and Address (Attorney name and address if applicable)
  2. Respondent(s) Name and Address (Attorney for the Respondent(s) name and address)
  3. Applicable Law(s)
  4. Basis(es)
  5. Allegation(s)/Issue(s)
  6. Background
  7. Name of Persons to be interviewed
    - a. Questions for the complainant(s)
    - b. Questions for the respondent(s)
    - c. Questions for witness(es)
  8. Evidence to be obtained during the investigation
    - a. Issue – Complainant allege that there are only six African American contractors participating in the highway construction industry in the State and their contract awards are very small.
      - i. Documents needed: documents which show all DBE firms which currently have contracts and must include the following 1) name and race of DBE firm; 2) Date of initial certification into the DBE program; 3) type of business; 4) contracts awarded anytime during the period to the present; 5) dollar value of contract.
- C. Request for Information** – The investigator should gather data and information pertinent to the issues raised in the complaint.
- D. Interviews** – Interviews should be conducted with the complainant, respondent, and appropriate witnesses during the investigative process. Interviews are conducted to gain a better understanding of the situation outlined in the complaint of discrimination. The main objective during the interview is to obtain information that will either support or refute the allegations.
- E. Developing an Investigative Report** – The investigator should prepare an investigative report setting forth all relevant facts obtained during the investigation. The report should include a finding for each issue. A sample investigative report is provided below.

TEMPLATE/SAMPLE **Investigative Report**

**I. COMPLAINANT(S) NAME** (or attorney for the complainant(s) – name and address if applicable)

Name, Address, Phone: 999-999-9999

**II. RESPONDENT(S)** (or attorney for the respondent(s) – name and address if applicable)

Name, Address, Phone: 999-999-9999

**III. APPLICABLE LAW/REGULATION**

[For example, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000a); 49 CFR 391.411; 49 CFR 326.53.]

**IV. COMPLAINT BASIS/(ES)**

[For example, Race, Color, National Origin, Creed (Religion), Sex, Age, Disability.]

**V. ISSUES/ALLEGATIONS**

[Describe in logical sequence each allegation including the prohibited basis for the alleged discriminatory conduct (e.g., race, color, creed (Religion), sex, national origin, age, or disability) and the specific statutory or regulatory provision the allegation would violate, if proven to be true.]

Issue #1 – Complainant alleges that transit system failed to inform minority communities of fare increases.

Issue #2 – Complainant alleges that transit system has not sufficiently publicized or held public meetings to share information regarding fare increases and route changes that impacts low-income and minority citizens.

**VI. BACKGROUND**

[Provide detailed information regarding the complaint, including a historical overview of the case including any activities or actions taken prior to accepting the complaint for investigation.]

**VII. INVESTIGATIVE PROCEDURE**

[Describe in detail methods used to conduct the investigation, such as document requests, interviews and site visits. Include witnesses, names and addresses, documents received and/or reviewed, emails sent and received.]

**VIII. ISSUES / FINDINGS OF FACT**

[Provide a detailed description of the investigator's analysis of each allegation, based on clear and factual findings. Include specific evidence used to support your findings.]

**IX. CONCLUSION**

[State whether discrimination did or did not occur. Conclusions must be evidence-based and defensible. List conclusions by considering all possible rebuttal arguments from the respondent and complainant. Both respondent and the complainant should be given an opportunity to confirm or rebut the assertions of the other party and your findings, but all the evidence you've presented should speak for itself.]

**X. RECOMMENDED ACTIONS**

[Outline what should be done to remedy the findings or, if necessary, provide justice for the complainant.]

(Investigative Report) **APPENDIX**

[Include in the Appendix any supplemental materials that support your findings and conclusion.]

Nondiscrimination Program and be used to ensure nondiscrimination and improve public outreach initiatives and delivery of ongoing programs.

### 8.1 RACE AND ETHNICITY

The following table was completed using data from Census Table QT-P3, Race and Hispanic or Latino Origin: 2010:

Race and Ethnicity	Number	Percent
Total Population	33,922	100
White	31,811	93.8
Black or African American	447	1.3
American Indian or Alaska Native	165	.5
Asian	208	.6
Native Hawaiian and Other Pacific Islander	4	.0
Some other Race	905	2.7
Two or More Races	382	2.7
HISPANIC OR LATINO (of any race)		
Mexican	1,814	5.3
Puerto Rican	70	.2
Cuban	78	.2
Other Hispanic or Latino	268	.8

### 8.2 AGE & SEX

The following table was completed using data from Census Table QT-P1, Age Groups and Sex: 2010:

Age	Number			Percent		
	Both sexes	Male	Female	Both sexes	Male	Female
Total Population	33,922	16,495	17,427	100%	100%	100%
Under 5 years	1,750	902	848	5.0	5.6	4.7
5 to 18 years	5,551	2,872	2,679	16.4	17.4	15.3
19 to 64 years	18,552	9,105	9,447	54.80	55.20	54.3
65 years and over	8,069	3,616	4,453	23.80	21.80	25.5
<b>Median Age</b>	<b>47.8</b>	<b>45.6</b>	<b>49.7</b>			

## 8.0 SERVICE AREA POPULATION CHARACTERISTICS

To ensure that Title VI reporting requirements are met, Macon County Transit will collect and maintain population data on potential and actual beneficiaries of our programs and services. This section is intended as a compilation of relevant population characteristics from our overall service area. This data will provide context to the Title VI

### 8.3 DISABILITY

The following table was completed using data from Census Table S1810, Disability Characteristics:

Subject	Total		With a Disability		Percent with a Disability	
	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-
Total civilian noninstitutionalized population	33,578	+/- 74	5,981	+/-404	17.8%	+/-1.2
Population under 5 years	1,649	+/-144	58	+/-84	3.5%	+/-5.1
Population 5 to 17 years	4,714	+/-147	501	+/-188	10.6%	+/-4.0
Population 18 to 64 years	1,8847	+/-94	2,488	+/-287	13.2%	+/-1.5
Population 65 years and over	8,368	+/-68	2,934	+/-210	35.1%	+/-2.5
SEX						
Male	16,436	+/-181	3,048	+/-306	18.5%	+/-1.8
Female	17,142	+/-199	2,933	+/-297	17.1%	+/-1.7
RACE AND HISPANIC OR LATINO ORIGIN						
White	31,368	+/-160	5,859	+/-411	17.8%	+/-1.2
Black or African American	138	+/-102	76	+/-95	55.1%	+/-42.5
American Indian and Alaska Native	207	+/-155	58	+/-46	28.0%	+/-26.8
Asian	218	+/-39	0	+/-26	0.0%	+/-14.8
Native American and Other Pacific Islander	0	+/-26	0	+/-26	-	**
Some other Race	1,074	+/-610	18	+/-98	21.3%	+/-16.4
Two or more races	573	+/-139	122	+/-98	21.3%	+/-16.4
Hispanic or Latino	2,213	+/-26	80	+/-54	3.6%	+/-2.4

## 8.4 POVERTY

The following table was completed using data from Census Table S1701, Poverty Status in the Past 12 Months:

Subject	Total		Below poverty level		Percent below poverty level	
	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-
Population for whom poverty status is determined	33,443	+/-109	6,936	+/-715	20.7%	+/-2.1
AGE						
Under 18	6,264	+/-92	1,911	+/-373	30.5%	+/-5.9
18 to 64	18,811	+/-97	4,261	+/-450	22.7%	+/-2.4
65 years and over	8,368	+/-68	764	+/-182	9.1%	+/-2.2
SEX						
Male	16,305	+/-206	3,305	+/-399	20.3%	+/-2.4
Female	17,138	+/-199	3,631	+/-466	21.2%	+/-2.6
RACE AND HISPANIC OR LATINO ORIGIN						
White	31,267	+/-638	6,029	+/-730	19.3%	+/-2.2
Black or African American	106	+/-95	14	+/-17	13.2%	+/-23.6
American Indian and Alaska Native	207	+/-155	28	+/-37	13.5%	+/-20.1
Asian	218	+/-39	18	+/-18	8.3%	+/-8.2
Native American and Other Pacific Islander	0	+/-26	0	+/-26	-	**
Some other Race	1,073	+/-610	663	+/-518	61.8%	+/-28.4
Two or more races	572	+/-139	184	+/-175	32.2%	+/-28.3
Hispanic or Latino	2,211	+/-6	1,063	+/-326	48.1%	+/-14.8
RACE AND HISPANIC OR LATINO ORIGIN						
All individuals below:						
50 percent of poverty level	3,063	+/-646	X	X	X	X
125 percent of poverty level	9,176	+/-836	X	X	X	X
150 percent of poverty level	11,238	+/-829	X	X	X	X
185 percent of poverty level	13,792	+/-850	X	X	X	X
200 percent of poverty level	14,936	+/-840	X	X	X	X

## 8.5 HOUSEHOLD INCOME

The following table was completed using data from Census Table S1901, Income in the Past 12 Months (In 2013 Inflation-Adjusted Dollars):

Subject	Households	
	Estimate	Margin of Error +/-
Total	15,504	+/-509
Less than \$10,000	10.2%	+/-1.6
\$10,000 to \$14,999	9.1%	+/-1.6
\$15,000 to \$24,999	12.9%	+/-2.0
\$25,000 to \$34,999	14.0%	+/-2.1
\$35,000 to \$49,999	15.3%	+/-2.1
\$50,000 to \$74,999	18.4%	+/-2.0
\$75,000 to \$99,999	9.6%	+/-1.1
\$100,000 to \$149,999	6.9%	+/-1.8
\$150,000 to \$199,999	1.4%	+/-0.5
\$200,000 or more	2.3%	+/-0.7
Median income (dollars)	38,491	+/-1827
Mean income (dollars)	53,124	+/-3067

## 8.6 LIMITED ENGLISH PROFICIENCY POPULATIONS

See table in Factor #1 of Section 10.4 of this document.

## 8.7 POPULATION LOCATIONS

Federal-aid recipients are required to know the characteristics and locations of populations they serve, particularly by race/ethnicity, poverty and limited English proficiency. This can be accomplished through maps that overlay boundaries and demographic features on specific communities.

## 9.0 TITLE VI EQUITY ANALYSES (AND ENVIRONMENTAL JUSTICE ASSESSMENTS)

As required under FTA C 4702.1B and 4703.1, Title VI equity and environmental justice (EJ) analyses will be conducted whenever we plan to construct (or modify) a facility, such as a vehicle storage facility, maintenance facility, operation center, etc., or when there will be a change in fares. These studies will be conducted to see if the change could result in either a disparate impact based on race, color or national origin (Title VI) or a disproportionately high and adverse impact to minority and/or low-income populations (EJ). Thus, they will look at various alternatives before selecting a site for the facility. Project-specific demographic data will be collected on potentially affected communities and their involvement in associated decision-making activities will be documented. Specific studies will be made available to oversight agencies during compliance reviews or to evidence our due diligence should a complaint be filed in relation to the location and effect of a proposed facility or fare increases. Project-related equity and EJ studies will remain on file indefinitely.

## 10.0 PUBLIC INVOLVEMENT

Effective public involvement is a key element in addressing Title VI in decision-making. Recipients engaged in planning and other decision-making activities must have a documented public participation process that provides adequate notice of

public participation activities, and early and continuous opportunities for public review and comment at key decision points. Underlying these efforts is our commitment to determining the most effective outreach methods for a given project or population.

### 10.1 Public Meetings:

This **Public Participation Plan** describes how Macon County Transit will disseminate vital agency information and engage the public by seeking out and considering the needs and input of interested parties and those traditionally underserved by existing transportation systems, such as minority and limited English proficient persons, who may face challenges accessing programs and other services. General public involvement practices will include:

- Scheduling meetings at times and locations that are convenient and accessible for minority and LEP communities.
- Employing different meeting sizes and formats.
- Coordinating with community- and faith-based organizations, educational institutions, and other entities to implement public engagement strategies that reach out specifically to members of affected minority and/or LEP communities.
- Providing opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments.
- Considering radio, television, or newspaper ads on stations and in publications that serve LEP populations. Outreach to LEP persons could also include audio programming available on podcasts

### 10.2 Notices to the Public

MCT provides notice to the public of our Title VI obligations on brochures, which are disseminated, to the public throughout our service area and on our website. Notices are also posted on office bulletin boards, at transit stops, inside vehicles, via email to human service agencies, and disseminated within brochures and other written materials. The notice will also be made available in other languages, when appropriate.

### 10.3 Public Involvement Process

The main objectives are to:

1. Comply with the public involvement and environmental justice requirements of the Federal and State regulations, and provide specific opportunities for local citizens and citizen-based organizations to discuss their views and provide input on the subject areas addressed in plans, projects or policies of MCT.
2. Inform and educate citizens and other interested parties about ongoing MCT planning activities, and their potential role in those activities.
3. Work with other local and state organizations that have similar goals and requirements.
4. Study other transit organizations that have been successful in Public Participation Efforts.

Experience has shown difficulty in reaching a large span of the population and keeping them involved. Federal and State regulations require us to provide the public with information and to reach out and include traditionally under-served populations. This document has been prepared to serve that purpose.

### 10.4 Outreach Tools

#### A. General Public Relations

General public relations may be defined as any action that might reach any citizen, whether or not that citizen has specific interest or knowledge regarding transportation planning. This group of techniques includes the followings: announcements targeted at newspapers and radio; posters or pamphlets displayed in public places; and signs posted near future or current transportation project sites. Meetings or hearings that are held in public places and covered by the media can act as general public relations.

These techniques are ways to keep the general public aware of the presence of the planning organization and the status of specific projects so that they may develop an interest and choose to become better informed or actively involved.



## **B. Events**

There are a broad variety of ways to educate and engage the public. In general, the earlier public involvement is sought, the better. It is also a better use of citizens' free time to participate in a process that will determine the direction of a project that may take years to complete. Citizens may get frustrated when they are invited to join late in the process - when the values and goals have already been decided and the details have been hammered out. The following tools are arranged from most participatory to least.

Special Events are held to bring attention to a specific activity or issue. Special events may take the form of a fair or special educational lecture with civic groups or other public entities. Special events are a way to expose a large number of people to a project or program. Macon County Transit (MCT) will participate in local festivals, fairs and community events whenever possible to distribute brochures, and interact with the public and market MCT's services whenever possible.

Surveys are an efficient method of gathering input from a large number of people at an early stage of the planning process. This is particularly useful when trying to understand the goals and aspirations of a community before attempting to address any specific problems. As an outreach tool, surveys are a good way to identify citizens who may want to become further involved. Surveys may be administered in person or on the phone or distributed via mail, on the Internet, or at public places. A labor intensive activity, implementation of surveys might be aided by volunteers and student interns. As part of required success planning, NCDOT-PTD is requiring all rural systems to collect a minimum of 100 surveys per quarter beginning in Fiscal Year 2017. The main purpose of these surveys is to obtain a Net Promoter Score (NPS) to determine if customers would be willing to use the service again (customer satisfaction). Additional questions will be added to the service to determine needs and other information from customers in order to improve service availability, safety, inclusion of all populations, and route structure.

Public Hearings are usually held when an agency has completed a plan and needs to present it for public review before moving forward with the plan. MCT holds public hearings as part of their various grant applications process. Notices will be published in the local newspaper and posted at local human service agencies and in all MCT vehicles in order to inform the public of these hearings. As with all of these tools, care must be taken to ensure that the public is made fully aware of the event well in advance, and that the goals and values of the plan are clearly stated. Anyone wishing to provide written comments at these public hearings may do so by completing a Public Comments form and submitting it at the Macon County Board of Commissioners meeting. Public Comments forms are available at each Public Hearing or may be obtained by contacting the Macon County Transit office.

Community Forum Meetings are held to discuss programs and activities within communities, and the public is engaged to discuss their needs in general. MCT will participate in community forums whenever possible to promote cooperation with other agencies in the County and the Region to help identify any unmet transportation needs in Macon County, and to distribute information about transportation services. These community forums may be at local community centers, fire stations, civic organizations, or in coordination with other area agencies.

## **C. Direct Marketing and Education**

Direct marketing and education is meant to reach out and provide specific information to specific parties. For example, landowners or leaders of an ethnic community may be sought out and personally invited to come to a meeting. Similarly, lower income groups may be specifically targeted to be educated about their rights, or children or families may be targeted to begin a discussion on a specific program. Direct marketing and education can take place through direct mass mailings, radio, press advertising, or through meetings with specific groups of people such as local clubs, homeless people, property owners, or housing authorities. It can also be through making direct phone calls or meeting with key people who desire to participate in a given process. This is the most labor intensive and potentially most fruitful way to create a diverse and active public participation process. Macon County Transit utilizes brochures and posters by placing them in thrift stores, local Chamber of Commerce, Human Service Agencies, Apartment Complexes, Community College, Businesses, Health Dept., Senior Center

and other locations. MCT also promotes its services through alternative advertising such as talk radio programs, short radio spots, billboards, and newspaper ads.

### 10.5 LIMITED ENGLISH PROFICIENCY

Limited English Proficient (LEP) persons refers to persons for whom English is not their primary language who have a limited ability to read, write, speak, or understand English. It includes people who reported to the U.S. Census that they speak English less than very well, not well, or not at all.

In an effort to comply with DOT's LEP policy guidance and Executive Order 13166, this section of our public participation plan outlines the steps we will take to ensure meaningful access to all benefits, services, information, and other important portions of our programs and activities by individuals who are limited-English proficient. Accordingly, a four factor analysis was conducted to determine the specific language services appropriate to provide, and to whom, to inform language assistance planning and determine if our communication with LEP persons is effective.

#### Four Factor Analysis

This Four Factor Analysis is an individualized assessment that balances the following four factors:

- (1) The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee;
- (2) The frequency with which LEP individuals come in contact with the program;
- (3) The nature and importance of the program, activity, or service provided by the recipient to people's lives; and
- (4) The resources available to the recipient and costs.

**Factor #1: *The number or proportion of LEP persons eligible to be served or likely to be encountered by the program, activity, or service of the recipient.***

LANGUAGE SPOKEN AT HOME	Estimate	Margin of Error	Percent of Population	Margin of Error
<b>Total (population 5 years and over):</b>	<b>32,190</b>	<b>+/-144</b>	<b>100%</b>	<b>(X)</b>
Speak only English	29,957	+/-236	93%	+/- %
Spanish or Spanish Creole:	1,720	+/-297	.05%	+/- %
Speak English "very well"	1,037	+/-258	.03%	+/- %
Speak English less than "very well"	683	+/-224	.02%	+/- %
German:	98	+/-64	%	+/- %
Speak English "very well"	98	+/-64	%	+/- %
Speak English less than "very well"		+/-	%	+/- %
Tagalog	121	+/-110	%	+/- %
Speak English "very well"	121	+/-110	%	+/- %
Speak English less than "very well"		+/-	%	+/- %

Based on Census estimates, factoring in margins of error, there are no individual LEP language groups within Macon County that meet the safe harbor threshold of 5% or 1,000, whichever is less, for required translation (written) of vital documents. However, in accordance with the USDOT LEP Guidance, when circumstances warrant, MCT will provide written notice in the primary language of the specific LEP language group of the right to receive competent oral

interpretation of written materials, free of cost. MCT may also translate some materials if it determines that is the best way to communicate with an LEP person or community.

**Factor #2: *The frequency with which LEP individuals come in contact with the program.***

MCT offers deviated fixed routes, paratransit service, and a demand response service between 6:00 am until 5:00 pm, Monday through Friday, except holidays. Therefore, individuals primarily come into contact with MCT when they place a call for transportation assistance. Based on the infrequency of LEP calls received, we estimate that LEP persons come into contact with MCT approximately one (1) time per year. When LEP persons call for transportation services MCT will make every effort to provide language assistance in order to respond to their request. By using a translator phone service MCT should be able to adequately provide this language assistance. The deviated fixed service includes 8 fixed bus stops along the route. MCT will conduct an assessment of this route to determine if LEP persons use it, and if they do, how often.

**Factor #3: *The nature and importance of the program, activity, or service provided by the recipient to people's lives.***

MCT's services are available to all individuals of Macon County, including LEP persons. Transportation services are important to Macon County in order to allow elderly individuals to age in place, rather than being placed in a nursing or care facility. Other customers of the service find value in using the service to get to employment sites, shopping centers, human service agencies, or any other general transportation they may need. Transportation disadvantaged populations rely heavily on the service to get to life sustaining services such as dialysis or quality of life destinations such as the library or shopping centers.

In order to determine the importance of MCT's services to the community, questions will be added to the surveys required by NCDOT. Information from these surveys will be used to determine how the community perceives MCT and its importance to the economy and life in a rural area. One-on-one surveys have been conducted by the Mobility Coordinator to determine if the deviated fixed service provided by MCT is fulfilling the transportation needs of riders on that service, and to determine rider's knowledge of other MCT services, e.g., demand response and subscription. MCT will make sure that not only its customers are aware of the survey and encouraged to complete it, but also community-based, faith-based organizations and businesses. Paper copies will also be available for dissemination to such organizations.

**Factor #4: *The resources available to the recipient and costs.***

Resources used for LEP outreach are marketing and promotional funds received through 5310 and 5311 Grant funds, which are used to provide posters and brochures describing available services. Efforts will be made to translate vital documents in order to have them available whenever a request is made for such materials. MCT will make every effort to inform LEP persons in Macon County about our transportation services. By utilizing contacts with the Macon County Health Department, the Macon County Department of Social Services, the Senior Center, and other community-based organizations, MCT will be able to provide cost-effective outreach and dissemination of information to potential LEP patrons.

**LANGUAGE ASSISTANCE PLAN**

As a result of the above four factor analysis, a Language Assistance Plan (LAP) was not required. However, reasonable attempts will be made to accommodate any persons encountered who require written translation or oral interpretation services.

## 10.6 DEMOGRAPHIC REQUEST

The following form was used to collect required data on Key Community Contacts and nonelected committee members. A single copy of the "Demographic Request" form is located in Appendix G:

Macon County Transit is required by Title VI of the Civil Rights Act of 1964 and related authorities to record demographic information on members of its boards and committees. Please provide the following information:

<b>Race/Ethnicity:</b> <input type="checkbox"/> White <input type="checkbox"/> Black/African American <input type="checkbox"/> Asian <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Native Hawaiian/Pacific Islander <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> Other (please specify): _____	<b>National Origin:</b> (if born outside the U.S.) <input type="checkbox"/> Mexican <input type="checkbox"/> Central American: _____ <input type="checkbox"/> South American: _____ <input type="checkbox"/> Puerto Rican <input type="checkbox"/> Chinese <input type="checkbox"/> Vietnamese <input type="checkbox"/> Korean <input type="checkbox"/> Other (please specify): _____
<b>Gender:</b> <input type="checkbox"/> Male <input type="checkbox"/> Female	<b>Age:</b> <input type="checkbox"/> Less than 18 <input type="checkbox"/> 45-64 <input type="checkbox"/> 18-29 <input type="checkbox"/> 65 and older <input type="checkbox"/> 30-44
<b>Disability:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>I choose not to provide any of the information requested above:</b> <input type="checkbox"/>	

Completed forms will remain on file as part of the public record. For more information regarding Title VI or this request, please contact the Macon County Transit at 828-349-2222 or by email at kangel.maconnc.org

Please sign below acknowledging that you have completed this form.

Thank you for your participation!

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

### Implementation

- Forms will be completed prior to triennial Title VI compliance reviews and remain on file for three years.
- All new and existing members of appointed decision-making boards or committees will be **required** to complete this form for reporting purposes.
- If a member, for whatever reason, selects "*I choose not to provide any of the information requested above.*" they will have also **completed** the form.
- If a member chooses not to provide any of the information on the form, the Title VI Coordinator will be permitted to indicate that member's race and gender, based on the Coordinator's best guess.
- Data from these forms will be used to complete the Demographic Request Table in Appendix F.
- Once a new member submits this form, the Demographic Request Table for the associated committee will be updated.

### 10.7 KEY COMMUNITY CONTACTS

Contact Name	Community Name	Interest or Affiliation	Also a Committee Member? (Y/N)
Warren Cabe	Macon County	Emergency Management	Y
Robbie Holland	Macon County	Sheriff's Office	N

Contact information for key community contacts is not public information and is maintained outside of this document. Any staff member who wishes to contact anyone listed above must request that information from the Title VI Coordinator.

### 10.8 SUMMARY OF OUTREACH EFFORTS MADE SINCE THE LAST TITLE VI PROGRAM SUBMISSION

The following format will be used to report all outreach efforts made since our last NCDOT Title VI Compliance Review. All meetings and disseminations of information shall enable collection of information for the table below:

Meeting Date	Meeting Time	Meeting Purpose	Target Audience	Information Disseminated
Quarterly	10:00 a.m.	TAB	All Populations	Administrative & Operating Information
Annually in Fall	N/a	Macon County Fair	General Public	Brochures and promotional items
Annually	9:00 a.m. – 3:00 p.m.	Senior Expo	Elderly Residents	Brochures and promotional items
Annually	9:00 a.m. – 4:00 p.m.	Veteran's Stand Down	Veterans	Brochures and promotional items

### 11.0 STAFF TRAINING

All employees will receive basic Title VI training at least once every three years. New hires will receive this training within 15 days of their start date. Basic training will cover all sections of this Plan and our overall Title VI obligations. Staff may receive specialized training on the application of Title VI in their specific work areas. Those who routinely encounter the public, such as office personnel, call center staff, and vehicle drivers, will receive annual refresher training. Trainings will be provided or organized by the Title VI Coordinator, and will often coincide with updates to our nondiscrimination policies and procedures. Records of staff trainings will remain on file for at least three years (and in personnel files), and will include agendas, sign-in sheets, copies of calendars, and any certificates issued.

### 12.0 NONELECTED BOARDS AND COMMITTEES – BY RACE AND GENDER

The table below depicts race and gender compositions for each of our nonelected (appointed) decision-making bodies. Refer to Appendix F for member names and full demographics for each committee.

Body	Male %	Female %	Caucasian %	African American %	Asian American %	Native American %	Other %	Hispanic %
Transit Advisory Board	4	6	100					

#### Strategies for Representative Committees

We will seek minority participation and strive for committees that are representative of our constituencies by:

- Openly asking public and small group meeting participants if they would be interested in serving on a committee.
- Seeking referrals from local organizations and key community contacts that serve or represent minorities.
- Exploring different types of committees, such as ad hoc minority- or youth-only Citizen Advisory Committees.
- Outreach efforts and responses (or lack thereof from those asked to serve or refer others) will be documented.

### 13.0 RECORD-KEEPING AND REPORTS

Records will be kept to document compliance with the requirements of the Title VI Program. Unless otherwise specified, Title VI-related records shall be retained indefinitely. These records will be made available for inspection by authorized officials of the NCDOT and/or FTA. As a subrecipient of FTA funds through NCDOT, we are required to submit a Title VI Program update to NCDOT every three years, the next of which is due in **2019**. Reports on Title VI-related activities and progress to address findings identified in civil rights compliance reviews and assessments may also be submitted on an as-requested basis. It will occasionally be necessary to update this program plan and its component parts (e.g., complaints, Public Involvement, and LEP), applicable documents, and responsible officials. Updates will be submitted to NCDOT for review and approval.

**In addition to other items throughout this plan**, records and reports due at the time of compliance reviews or investigations will include:

#### Compliance Reviews

- Title VI Program Plan
- List of civil rights trainings provided or received
- Summaries from any *internal* reviews conducted
- Ads and notices for specific meetings
- Findings from reviews by any other *external* agencies
- Title VI equity analyses and EJ assessments
- Discrimination Complaints Log

#### Complaint Investigations

- Investigative Reports
- Discrimination complaint, as filed
- List of interviewees (names and affiliations)
- Supporting Documentation (e.g., requested items, photos taken, dates and methods of contact, etc.)

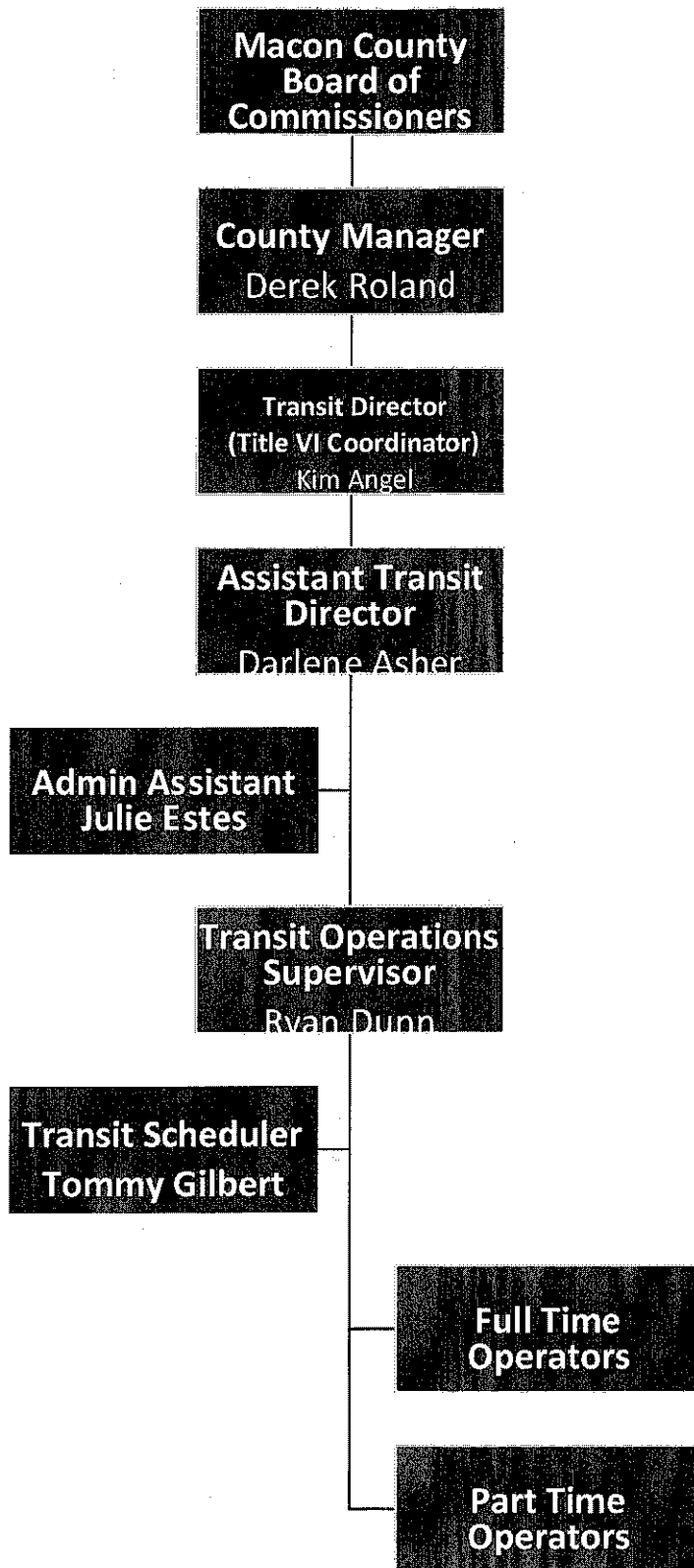
## Appendix A

### Applicable Nondiscrimination Authorities

During the implementation of this Title VI Program, the organization, for itself, its assignees and successors in interest, is reminded that it has agreed to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).
- Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*, Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, Creed , sex, or national origin);
- 49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

Appendix B  
ORGANIZATIONAL CHART



MCT Org Chart  
Updated 1-17-17



**Appendix C**  
**NCDOT's Compliance Review Checklist for Transit**

<b>I. Program Administration (General Requirements)</b>	
<i>Requirement: FTA C 4702.1B – Title VI Requirements and Guidelines for FTA Recipients, Chapter III – General Requirements and Guidelines.</i>	
<b>Note:</b> Every NCDOT subrecipient receiving any of the FTA Formula Grants listed above must complete this section.	
Requested Items (Please attach electronic documents (.pdf, .doc, etc.) or provide links to online versions)	Completed
1. A copy of the recipient's <i>signed</i> NCDOT's Title VI Nondiscrimination Agreement	<input type="checkbox"/>
2. Title VI Policy Statement ( <i>signed</i> )	<input type="checkbox"/>
3. Title VI Notice to the Public, including a list of locations where the notice is posted	<input type="checkbox"/>
4. Type the name and title of your Title VI Coordinator and attach a list of their Title VI duties <b>Name/Title:</b>	<input type="checkbox"/>
5. Title VI Complaint Procedures (i.e., instructions to the public regarding how to file a Title VI discrimination complaint)	<input type="checkbox"/>
6. Title VI Complaint Form	<input type="checkbox"/>
7. List of transit-related Title VI investigations, complaints, and lawsuits (i.e., discrimination complaints log)	<input type="checkbox"/>
8. Public Participation Plan, including information about outreach methods to engage traditionally underserved constituencies (e.g., minorities, limited English proficient populations (LEP), low-income, disabled), as well as a summary of outreach efforts made since the last Title VI Program submission	<input type="checkbox"/>
9. Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP), based on the DOT LEP Guidance, which requires conducting four-factor analyses	<input type="checkbox"/>
10. A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees	<input type="checkbox"/>
11. A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions <b>reviewed and approved</b> the Title VI Program	<input type="checkbox"/>
12. A description of the procedures the agency uses to ensure nondiscriminatory administration of programs and services	<input type="checkbox"/>
13. <b>If you pass through FTA funds to other organizations</b> , include a description of how you monitor your sub-recipients for compliance with Title VI, and a schedule for your sub-recipients' Title VI Program submissions. ➤ No Sub-recipients <input type="checkbox"/>	<input type="checkbox"/>
14. A Title VI equity analysis <b>if you have constructed or conducted planning for a facility</b> , such as a vehicle storage facility, maintenance facility, operation center, etc. ➤ No Facilities Planned or Constructed <input type="checkbox"/>	<input type="checkbox"/>
15. Copies of environmental justice assessments conducted for <b>any construction projects during the past three years</b> and, if needed based on the results, a description of the program or other measures used or planned to mitigate any identified adverse impact on the minority or low-income communities ➤ No Construction Projects <input type="checkbox"/>	<input type="checkbox"/>

16. If the recipient has undergone a Title VI Compliance Review in the last 3 years, please indicate the year of the last review and who conducted it. Year/Agency:

**II. Transit Providers**

*Requirement: FTA C 4702.1B, Chapter IV – Requirements and Guidelines for Fixed Route Transit Providers.*

**Note:** All NCDOT sub-recipients that provide **fixed route** public transportation services (e.g., local, express or commuter bus; bus rapid transit; commuter rail; passenger ferry) must complete this section.

➤ **Not Applicable**  (Check this box if you do not provide **fixed route** services, and skip questions 17 and 18. This section does not apply to you if you **only** provide demand response services.)

Requested Items (Please attach electronic documents (.pdf, .doc, etc.) or provide links to online versions)	Completed
<p>17. Service standards (<b>quantitative measures</b>) developed for <i>each specific fixed route mode</i> that the recipient provides (standards may vary by mode) must be submitted for each of the following indicators:</p>	
<ul style="list-style-type: none"> <li>• Vehicle load for each mode (Can be expressed as the ratio of passengers to the total number of seats on a vehicle. For example, on a 40-seat bus, a vehicle load of 1.3 means all seats are filled and there are approximately 12 standees.)</li> </ul>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Vehicle headway for each mode (Measured in minutes (e.g., every 15 minutes), headway refers to the amount of time between two vehicles traveling in the same direction on a given line or combination of lines. A shorter headway corresponds to more frequent service. Service frequency is measured in vehicles per hour (e.g., 4 buses per hour).)</li> </ul>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• On time performance for each mode (Expressed as a percentage, this is a measure of runs completed as scheduled. The recipient must define what is considered to be "on time." Performance can be measured against route origins and destinations only, or against origins and destinations as well as specified time points along a route.)</li> </ul>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Service availability for each mode (Refers to a general measure of the distribution of routes within a transit provider's service area, such as setting the maximum distance between bus stops or train stations, or requiring that a percentage of all residents in the service area be within a one-quarter mile walk of bus service.)</li> </ul>	<input type="checkbox"/>
<p>18. Service policies (<b>system-wide policies</b>) adopted to ensure that service design and operations practices do not result in discrimination on the basis of race, color or national origin, must be submitted for each of the following:</p>	
<ul style="list-style-type: none"> <li>• Transit amenities for each mode (e.g., benches, shelters/canopies, printed materials, escalators/elevators, and waste receptacles. <b>NOTE:</b> Attach this information <u>only</u> if you have decision-making authority over siting transit amenities or you set policies to determine the siting of amenities.)</li> </ul>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Vehicle assignment for each mode (Refers to the process by which transit vehicles are placed into service throughout a system. Policies for vehicle assignment may be based on the type or age of the vehicle, where age would be a proxy for condition, or on the type of service offered.)</li> </ul>	<input type="checkbox"/>

**Appendix D**  
**Annual Education and Acknowledgement Form**

**Title VI Nondiscrimination Policy**  
*(Title VI and related nondiscrimination authorities)*

No person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of a Federal-aid recipient.

All employees and representatives of Macon County Transit are expected to consider, respect, and observe this policy in their daily work and duties. If any person approaches you with a civil rights-related question or complaint, please direct him or her to Kim Angel Transit Director at 36 Pannell Lane, Franklin, NC 28734; 828-349-2222

In all dealings with the public, use courtesy titles (e.g., Mr., Mrs., Miss, Dr.) to address or refer to them without regard to their race, color, national origin, sex, age or disability.

***Acknowledgement of Receipt of Title VI Program***

I hereby acknowledge receipt of Macon County Transit's Title VI Program and other nondiscrimination guidelines. I have read the Title VI Program and I am committed to ensuring that no person is excluded from participation in or denied the benefits of Macon County Transit's programs, policies, services and activities on the basis of race, color, national origin, sex, age, or disability, as provided by Title VI of the Civil Rights Act of 1964 and related nondiscrimination statutes.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Implementation**

- Periodically, but not more than once a year, employees and representatives will receive, review and certify commitment to the Title VI Program.
- New employees shall be informed of Title VI provisions and expectations to perform their duties accordingly, asked to review the Title VI Program, and required to sign the acknowledgement form.
- Periodic review of operational practices and guidelines by the Title VI Coordinator to verify compliance with the Title VI Program.
- Signed acknowledgement forms and records of internal assessments will remain on file for at least three years.

Appendix E

U.S. Census Bureau

AMERICAN  
FactFinder



B16001

LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 YEARS AND OVER

Universe: Population 5 years and over  
2000-2013 American Community Survey 5-Year Estimates

Note: This is a modified view of the original table. Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

	Macon County, North Carolina	
	Estimate	Margin of Error
Total	32,188	+/-83
Speak only English	29,227	+/-228
Speak or Spanish, Creole	1,739	+/-160
Speak English very well	1,061	+/-219
Speak English less than very well	678	+/-203
French (except Creole)	0	+/-26
Italian	8	+/-12
Portuguese (except Portuguese Creole)	0	+/-26
German	96	+/-52
Speak English very well	93	+/-52
Speak English less than very well	0	+/-26
Yiddish	0	+/-26
Other West Germanic languages	0	+/-26
Scandinavian languages	14	+/-22
Greek	0	+/-26
Russian	29	+/-28
Polish	0	+/-26
Serbo-Croatian	13	+/-21
Other Slavic languages	0	+/-26
Armenian	0	+/-26
Persian	0	+/-26
Punjabi	0	+/-26
Hindi	0	+/-26
Urdu	0	+/-26
Other Indic languages	0	+/-26
Other Indo-European languages	15	+/-23
Chinese	54	+/-34
Japanese	13	+/-22
Korean	21	+/-38
Mon-Khmer (Cambodian)	0	+/-26
Hmong	31	+/-51
Tibetan	0	+/-26
Laotian	0	+/-26
Vietnamese	0	+/-26
Other Asian languages	0	+/-10

Appendix E

	Macon County, North Carolina	
	Estimate	Margin of Error
Tagalog	125	+/-103
Speak English "very well"	123	+/-103
Speak English (less than "very well")	0	+/-26
Other Pacific Island languages	0	+/-26
Navajo	0	+/-26
Other Native North American languages	12	+/-22
Hungarian	0	+/-26
Arabic	0	+/-26
Hebrew	0	+/-26
African languages	0	+/-26
Other and unspecified languages	0	+/-26

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

Methodological changes to data collection in 2013 may have affected language data for 2013. Users should be aware of these changes when using multi-year data containing data from 2013.

While the 2009-2013 American Community Survey (ACS) data generally reflect the February 2013 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas, in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2009-2013 3-Year American Community Survey

Explanation of Symbols:

1. An "N" entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An "U" entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An "U" following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An "U" following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An "N" entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
6. An "N" entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An "X" entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
8. An "(X)" means that the estimate is not applicable or not available.

Appendix F

5311 Transit Advisory Board (TAB) Composition														
Applicant: <b>Macon County</b>										Service Area Demographics				
										33%	6%	23%	11%	7%
Number of Projected TAB Meetings for FY2017: <b>4</b>										2000 Census data used for Disabled Calculations				
Number of TAB Meetings held in FY2016 as of: <b>9/30/2015</b> <b>1</b>										2005-2009 AGS Estimates used for Elderly & Low Income Calculations				
Number of TAB Meetings held in FY2016 as of: <b>9/30/2015</b> <b>1</b>										2010 Census data used for Minority & Origin Calculations				
TAB Member's Name	What best describes the role or position of this board member in the community?					This person knows the transportation needs of this group or groups					Board Service			
	Select only one description per board member					Check as many as apply					Current Board Status			
	Human Service or Non-Profit Agency	Transportation Provider	Business	Cvmt or Cvmt Affiliates	Transit User	General Public	Elderly	Disabled	Minority or Hispanic	Limited English	Low Income	Year First Elected	Year Term Expires	Appointed or Elected
1 CHUCK NORRIS		Other				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2013	N/A	A	2
2 TOMMY JENKINS				Economic Dev. Office		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2012	N/A	A	3
3 LINDA HARBUCK			Chamber of Commerce			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2003	N/A	A	12
4 ROBERT EDWARDS	Sheltered Workshop					<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2003	N/A	A	15
5 LISA HILLIARD	DSS					<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1997	N/A	A	18
6 BRUCE WOOTEN		Ambulance Service				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2014	N/A	A	1
7 DIANE KEENER	Other					<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2008	N/A	A	6
8 SHELL A. JENKINS	Senior Services					<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2008	N/A	A	10
9 DALE WESI				Employment Security		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2007	N/A	A	7
10 VACANT	Mental Health					<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2012	N/A	A	1
11 ROSE BAUGESS				RPO Rep		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2014	N/A	A	1
12 SUMMER WOODARD				Government Staff		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2011	N/A	A	4
13 DAYLON PLEMENS	Veterans Admin					<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2011	N/A	A	4
14 KEVIN CORBIN				Elected Official		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2010	N/A	A	5
15 VACANT					Gen Public Passenger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2012	2019	A	1
16 MATT MASON				Government Staff		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2012	N/A	A	1
17						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
18						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
19						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
20						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

Appendix G

**Demographic Request**

Macon County Transit is required by Title VI of the Civil Rights Act of 1964 and related authorities to record demographic information on members of its boards and committees. Please provide the following information:

<p><b>Race/Ethnicity:</b></p> <p><input type="checkbox"/> White</p> <p><input type="checkbox"/> Black/African American</p> <p><input type="checkbox"/> Asian</p> <p><input type="checkbox"/> American Indian/Alaskan Native</p> <p><input type="checkbox"/> Native Hawaiian/Pacific Islander</p> <p><input type="checkbox"/> Hispanic/Latino</p> <p><input type="checkbox"/> Other (please specify): _____</p>	<p><b>National Origin:</b> (if born outside the U.S.)</p> <p><input type="checkbox"/> Mexican</p> <p><input type="checkbox"/> Central American: _____</p> <p><input type="checkbox"/> South American: _____</p> <p><input type="checkbox"/> Puerto Rican</p> <p><input type="checkbox"/> Chinese</p> <p><input type="checkbox"/> Vietnamese</p> <p><input type="checkbox"/> Korean</p> <p><input type="checkbox"/> Other (please specify): _____</p>
<p><b>Gender:</b> <input type="checkbox"/> Male <input type="checkbox"/> Female</p>	<p><b>Age:</b></p> <p><input type="checkbox"/> Less than 18      <input type="checkbox"/> 45-64</p> <p><input type="checkbox"/> 18-29              <input type="checkbox"/> 65 and older</p> <p><input type="checkbox"/> 30-44</p>
<p><b>Disability:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p><b>I choose not to provide any of the information requested above:</b> <input type="checkbox"/></p>	

Completed forms will remain on file as part of the public record. For more information regarding Title VI or this request, please contact the Macon County Transit at 828-349-2222 or by email at [dasher@maconnc.org](mailto:dasher@maconnc.org).

Please sign below acknowledging that you have completed this form.

Thank you for your participation!

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

RESOLUTION  
AUTHORIZING **MACON COUNTY**  
TO ENTER INTO AN AGREEMENT WITH  
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

A motion was made by *(name and title)* and seconded by *(name and title)* for adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, **Macon County** has requested the North Carolina Department of Transportation to assist in the funding of **Non-emergency medical transportation (NEMT) billing software**; and

WHEREAS, **Macon County** will provide **ZERO percent (0%)** of the cost of the above described project;

NOW THEREFORE, BE IT RESOLVED that the **County Manager** is hereby authorized to enter into a contract with the Department of Transportation and execute all agreements and contracts with the North Carolina Department of Transportation, Public Transportation Division.

.....  
I, **Michael A. Decker**, do hereby certify that the above is a true and correct copy of an excerpt for the minutes of a meeting of the **Macon County Board of Commissioners** duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Certifying Official

\* the official authorized to enter onto agreement **SHOULD NOT** sign the resolution.





STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

May 9, 2017

Mr. Derek Roland, County Manager  
Macon County  
5 West Main Street, Courthouse Annex  
Franklin, North Carolina 28734-3005

RE: FY17 Transit Development Program  
Project No. 17-DG-027  
WBS Element No.: 36223.42.2.3  
Agreement #: TBD

Dear Mr. Roland:

On March 9, 2017, the Board of Transportation approved your organization's request for an FY17 Transit Development Grant in the amount of \$30,800. The agreement to be executed between Macon, Clay, Swain, Jackson, Haywood, Graham and Cherokee counties and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 4b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any question related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced on this letter.

Sincerely,

A handwritten signature in cursive script that reads "Debbie Collins".

Debbie Collins  
Director

DC\mf

Attachments

Mailing Address:  
NC DEPARTMENT OF TRANSPORTATION  
PUBLIC TRANSPORTATION DIVISION  
1550 MAIL SERVICE CENTER  
RALEIGH, NC 27699-1550

Telephone: (919) 707-4670  
Fax: (919) 733-1391  
Customer Service: 1-877-368-4968

Website: [www.ncdot.gov](http://www.ncdot.gov)

Location:  
1 SOUTH WILMINGTON STREET  
RALEIGH, NC 27601

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

**NORTH CAROLINA  
DEPARTMENT OF  
TRANSPORTATION**

and

**MACON COUNTY**

TRANSIT DEVELOPMENT PROGRAM  
PUBLIC BODY  
**CAPITAL GRANT AGREEMENT**

DOT PROGRAM NUMBER: DOT-11

**PROJECT NUMBER: 17-DG-027**

**WBS ELEMENT: 36223.42.2.3  
AGREEMENT NUMBER:**

\*\*\*\*\*

THIS AGREEMENT made this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and the **MACON COUNTY** (hereinafter referred to as the "Contractor").

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes (N.C.G.S.) designated the Department of Transportation as the agency of the State of North Carolina responsible for administering all Federal and/or State programs relating to public transportation, and granted the Department authority to do all things required under applicable Federal and/or State legislation to properly administer the public transportation within the State of North Carolina; and

WHEREAS, the Department and the Contractor desire to secure and utilize State Demonstration program funds for the above referenced purposes.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Department and the Contractor agree as follows:

**Section 1. Purpose of Agreement.** The purpose of this Agreement is to provide for the undertaking of the transit development project (hereinafter referred to as "Project") by the Contractor and to state the terms, conditions, and mutual undertakings of the parties as to the manner in which the Project will be undertaken and completed.

**Section 2. Project Implementation.** The Contractor shall carry out the Project as follows:

Scope of Project. **PTD is working with the NCDHHS to implement an automated claims process. Pilot counties have been selected to create the interfaces required to upload the claims from our routing and scheduling software to NTracks (DHHS Software). It involves County**

transit systems and NCDHHS. This cost will allow the remaining transit systems outside of the pilot to transition into the new billing requirements. Systems included in this project are Macon County Transit, Jackson County Transit, Haywood Transit, Swain County Focal on Aging, Graham County Transit, Cherokee County Transit, and Clay County Transit. The Contractor shall undertake and complete the Project as described in the approved Project Budget, incorporated into this Agreement as Attachment A, filed with and approved by the Department, and in accordance with the Project application for financial assistance and the terms and conditions of this Agreement. Nothing shall be construed under the terms of this Agreement by the Department or the Contractor that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

- b. **Cost of Project.** The total cost of the Project approved by the Department is **THIRTY THOUSAND EIGHT HUNDRED DOLLARS (\$30,800)** as set forth in the Project Description and Budget, incorporated into this Agreement as Attachment A.

The Department shall provide, from State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for capital expenses. The Contractor hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (State shares). The net cost is the price paid minus any refunds, rebates, or other items of value received by the Contractor which have the effect of reducing the actual cost.

<b>Capital</b>	Capital	Capital	Capital	Capital
<b>WBS:</b>	Total	Federal (0%)	State (100%)	Local (0%)
<b>36223.42.2.3</b>	\$30,800	\$0	\$30,800	\$0
Agreement				
<b>Project</b>	Project	Project	Project	Project
<b>Total</b>	Total	Total Federal	Total State	Total Local
	\$30,800	\$0	\$30,800	\$0

- c. **Period of Performance.** This Agreement shall commence upon the date of execution, unless specific written authorization from the Department to the contrary is received. The period of performance for all expenditures shall extend from **January 1, 2017 to December 31, 2017**,

unless written authorization to the contrary is provided by the Department. **Any requests to change the Period of Performance must be submitted 60 days before the end of the current Performance Period and made in accordance with the policies and procedures established by the Department.** The Contractor shall commence, carry on, and complete the approved Project with all practicable dispatch, in a sound, economical, and efficient manner.

d. Contractor's Capacity. The Contractor agrees to maintain sufficient legal, financial, technical, and managerial capability to:

- (1) Plan, manage, and complete the Project and provide for the use of Project property;
- (2) Carry out the safety and security aspects of the Project; and
- (3) Comply with the terms of this Agreement, the Approved Project Budget, the Project schedules, and applicable Federal and State laws, regulations, and directives.

e. Administrative Requirements. The Contractor agrees to comply with the following Federal and State administrative requirements:

- (1) Title 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"
- (2) Title 19A North Carolina Administrative Code (N.C.A.C.) Subchapter 5B at (<http://reports.oah.state.nc.us/ncac.asp>).

f. Application of State, and Local Laws, Regulations, and Directives.

Irrespective of involvement by any other participant in the Project, the Contractor agrees that it, rather than the participant, is ultimately responsible for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing. Unless otherwise authorized in writing by the Department, the Contractor shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department. Further, the Contractor shall incorporate the provisions of this Agreement into any lease arrangement and shall not enter into any lease arrangement without the prior concurrence of the Department. Any lease approved by the Department shall be subject to the conditions or limitations governing the lease as set forth by the Department. If the Contractor leases any Project asset to another party, the Contractor agrees to retain ownership of the leased asset, and assure that the Lessee will use the Project asset to provide mass transportation service, either through a "Lease and Supervisory Agreement" between the Contractor and Lessee, or another similar document. The Contractor agrees to provide a copy of any relevant documents.

(1) Significant Participation by a Third Party Contractor. Although the Contractor may enter into a third party contract, after obtaining approval from the Department, in which the third party contractor agrees to provide property or services in support of the Project, or even carry out Project activities normally performed by the Contractor (such as in a turnkey contract), the Contractor agrees that it, rather than the third party contractor, is ultimately responsible to the Department for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that FTA or the Department determines otherwise in writing.

(2) Significant Participation by a Subcontractor. Although the Contractor may delegate any or almost all Project responsibilities to one or more subcontractors, the Contractor agrees that it, rather than the subcontractor, is ultimately responsible for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that FTA or the Department determines otherwise in writing.

g. Contractor's Responsibility to Extend Federal and State Requirements to Other Entities.

(1) Entities Affected. Only entities that are signatories to this Agreement for the Project are parties to this agreement. To achieve compliance with certain Federal and State laws, regulations, or directives, however, other Project participants, such as subrecipients and third party contractors, will necessarily be involved. Accordingly, the Contractor agrees to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent FTA or the Department determines otherwise in writing.

(2) Documents Affected. The applicability provisions of Federal and State laws, regulations, and directives determine the extent to which their provisions affect a Project participant. Thus, the Contractor agrees to include adequate provisions to ensure that each Project participant complies with those Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing. In addition, the Contractor also agrees to require its third party contractors and subrecipients to include adequate provisions to ensure compliance with applicable Federal and State laws, regulations, and directives in each lower tier subcontract and subagreement for the Project, except to the extent that FTA or the Department determines otherwise in writing. Additional requirements include the following:

(a) Third Party Contracts. Because Project activities performed by a third party contractor must comply with all applicable Federal and State laws, regulations, and

directives, except to the extent the Department determines otherwise in writing, the Contractor agrees to include appropriate clauses in each third party contract stating the third party contractor's responsibilities under Federal and State laws, regulations, and directives, including any provisions directing the third party contractor to extend applicable requirements to its subcontractors at the lowest tier necessary. When the third party contract requires the third party contractor to undertake responsibilities for the Project usually performed by the Contractor, the Contractor agrees to include in that third party contract those requirements applicable to the Contractor imposed by the Grant Agreement for the Project or the FTA Master Agreement and extend those requirements throughout each tier except as the Department determines otherwise in writing. Additional guidance pertaining to third party contracting is contained in the FTA's "Best Practices Procurement Manual." The Department cautions, however, that FTA's "Best Practices Procurement Manual" focuses mainly on third party procurement processes and may omit certain other Federal requirements applicable to the work to be performed.

(b) Sub-agreements. Because Project activities performed by a Sub-contractor/ sub-recipient must comply with all applicable Federal and State laws, regulations, and directives except to the extent that FTA or the Department determines otherwise in writing, the Contractor agrees as follows:

- 1 Written Sub-agreement. The Contractor agrees to enter into a written agreement with each subrecipient (sub-agreement) stating the terms and conditions of assistance by which the Project will be undertaken and completed.
- 2 Compliance with Federal Requirements. The Contractor agrees to implement the Project in a manner that will not compromise the Contractor's compliance with Federal and State laws, regulations, and directives applicable to the Project and the Contractor's obligations under this Agreement for the Project and the FTA Master Agreement. Therefore, the Contractor agrees to include in each sub-agreement appropriate clauses directing the sub-recipient to comply with those requirements applicable to the Contractor imposed by this Agreement for the Project or the FTA Master Agreement and extend those requirements as necessary to any lower level sub-agreement or any third party contractor at each tier, except as FTA or

the Department determines otherwise in writing.

- h. No Federal/State Government Obligations to Third Parties. In connection with performance of the Project, the Contractor agrees that, absent the Federal/State Government's express written consent, the Federal/State Government shall not be subject to any obligations or liabilities to any subrecipient, third party contractor, or other person or entity that is not a party to this Agreement for the Project. Notwithstanding that the Federal/State Government may have concurred in or approved any solicitation, subagreement, or third party contract, the Federal/State Government has no obligations or liabilities to such entity, including any subrecipient or third party contractor.
- i. Reporting. Changes in Project Performance (i.e., Disputes, Breaches, Defaults, or Litigation). The Contractor agrees to notify the Department immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Contractor's ability to perform the Project as provided in this Agreement for the Project. The Contractor also agrees to notify the Department immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect the Federal/State Government's interests in the Project or the Federal/State Government's administration or enforcement of Federal/State laws or regulations; and agrees to inform the Department, also in writing, before naming the Federal or State Government as a party to litigation for any reason, in any forum.
- j. Limitations of Agreement. This Agreement shall be subject to the availability of State funds and contingent upon the terms and conditions of this Agreement.

Section 3. Ethics.

- a. Code of Ethics. The Contractor agrees to maintain a written code or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third party contracts or sub-agreements financed with Federal/State assistance. The Contractor agrees that its code or standards of conduct shall specify that its officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential third party contractor at any tier or subrecipient at any tier or agent thereof. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award. The Contractor may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Contractor agrees that its code or standards shall also prohibit its officers, employees,

board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the Contractor agrees that its code or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, board members, or their agents, or its third party contractors or subrecipients or their agents.

- (1) Gifts. N.C.G.S. § 133-32 and Executive Order 24, of October 1, 2009 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this Agreement, Contractor attests, for its entire organization and its employees or agents, that it is not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of Contractor.
- (2) Personal Conflicts of Interest. The Contractor agrees that its code or standards of conduct shall prohibit the Contractor's employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract or subagreement supported by Federal/State assistance if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award.
- (3) Organizational Conflicts of Interest. The Contractor agrees that its code or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or subrecipient or impair its objectivity in performing the contract work.
- (4) Debarment and Suspension. The Contractor agrees to comply, and assures the compliance of each third party contractor and subrecipient at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government wide Debarment and Suspension (Non-procurement)," 49 C.F.R. Part 29. The Contractor agrees to, and assures that its third party contractors and subrecipients will, review the Excluded Parties Listing System at (<http://epls.arnet.gov/>) before entering into any contracts.



- (5) Bonus or Commission. The Contractor affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its State assistance application for the Project.
- d. Lobbying Restrictions. The Contractor agrees that:
- (1) It will comply, and will assure the compliance of each third party contractor at any tier and each subrecipient at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352, and
  - (2) To the extent applicable, it will comply with Federal/State laws and regulations prohibiting the use of Federal/State assistance for activities designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels.
- e. Employee Political Activity. To the extent applicable, the Contractor agrees to comply with the provisions of the Hatch Act, 5 U.S.C. §§ 1501 through 1508, and 7324 through 7326, and U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. Part 151. The Hatch Act limits the political activities of State and local agencies and their officers and employees, whose principal employment activities are financed in whole or part with Federal funds including a Federal grant, cooperative agreement, or loan. Nevertheless, in accordance with 49 U.S.C. § 5307(k)(2)(B) and 23 U.S.C. § 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom the Hatch Act would not otherwise apply.
- f. False or Fraudulent Statements or Claims. The Contractor acknowledges and agrees that:
- (1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with the Project. By executing this Agreement for the Project, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Contractor also understands that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal/State Government concerning the Project, the Federal/State Government reserves the right to impose on the Contractor the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal/State Government deems appropriate.

- (2) Criminal Fraud. If the Contractor makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal/State Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal/State Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal/State Government reserves the right to impose on the Contractor the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001 or other applicable Federal/State law to the extent the Federal/State Government deems appropriate.

**Section 4. Project Expenditures.**

- a. **General.** The Department shall reimburse the Contractor for allowable costs for work performed under the terms of this Agreement which shall be financed with State funds. The Contractor shall expend funds provided in this Agreement in accordance with the approved Project Budget, included as Attachment A to this Agreement. It is understood and agreed that the work conducted pursuant to this Agreement shall be done on an actual cost basis by the Contractor. **Expenditures submitted for reimbursement shall include all eligible cost incurred within the Period Covered. The Period Covered represents the monthly or quarterly timeframe in which the project reports expenditures to the Department.** The amount of reimbursement from the Department shall not exceed the funds budgeted in the approved Project Budget. The Contractor shall initiate and prosecute to completion all actions necessary to enable the Contractor to provide its share of project costs at or prior to the time that such funds are needed to meet project costs.
- b. **Payment.** In order to assist the Contractor in financing the costs of the project, the Department shall reimburse the Contractor up to the percentage specified in the Approved Project Budget of allowable administrative costs, which shall be determined by available funding. The Contractor shall submit itemized invoices to the Department not more frequently than monthly, nor less frequently than quarterly, reporting on the Department's Uniform Public Transportation Accounting System (UPTAS) invoicing forms furnished by the Department for work performed under this Agreement. **Expenditures submitted for reimbursement shall include all eligible cost incurred within the Period Covered. Failure to request reimbursement for expenses incurred within the Period Covered may result in non-payment. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period.** Additional forms must be submitted with reimbursement requests to report on contracting activities with Historically Underutilized Business (HUB) and Minority Business and Women Business Enterprise

(MBE/WBE) firms. Invoices shall be supported by documentation of costs unless otherwise waived by the Department. All requests must be submitted within thirty (30) days following the end of the quarter. Failure to request reimbursement for eligible projects costs as outlined may result in termination of the Project. Invoices shall be approved by the Department's Public Transportation Division and reviewed by the Department's External Audit Branch prior to payment. A retainage of five percent (5%) of the approved payment may be withheld until the approved Project is completed, accepted, and the final audit has been made.

c. Excluded Costs. The Contractor understands and agrees that, except to the extent the Department determines otherwise in writing, ineligible costs will be treated as follows:

(1) In determining the amount of State assistance the Department will provide, the Department will exclude:

- (a) Any Project cost incurred by the Contractor before the Effective Date of the Grant;
- (b) Any cost that is not included in the latest Approved Project Budget;
- (c) Any cost for Project property or services received in connection with a third party contract or subagreement with a subrecipient that must be approved by the Department, or other arrangement required to be, but has not been, concurred in or approved in writing by the Department;
- (d) Any non-project cost consistent with the prohibitions of 49 U.S.C. § 5323(h); and
- (e) Any cost ineligible for Department participation as provided by applicable Federal/State laws, regulations, or directives.

(2) The Contractor understands and agrees that payment to the Contractor for any Project cost does not constitute the State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the Contractor of the terms of this Agreement. The Contractor acknowledges that the State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the State Government determines that the Contractor is not entitled to receive any portion of the State assistance the Contractor has requested or provided, the Department will notify the Contractor in writing, stating its reasons. The Contractor agrees that Project closeout will not alter the Contractor's responsibility to return any funds due the State Government as a result of later refunds, corrections, or other transactions; nor will

Project closeout alter the State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal/State law or regulation, the State Government may recover any State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the State Government may have against the Contractor.

d. State Claims, Excess Payments, Disallowed Costs, including Interest.

(1) Contractor's Responsibility to Pay. Upon notification to the Contractor that specific amounts are owed to the State Government, whether for excess payments of State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Contractor agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges.

(2) Amount of Interest. The Contractor agrees to remit to the Department interest owed as determined in accordance with N.C.G.S. 147-86.23.

e. De-obligation of Funds. The Contractor agrees that the Department may de-obligate unexpended State funds before Project closeout.

Section 5. Accounting Records.

a. Establishment and Maintenance of Accounting Records. The Contractor shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with UPTAS.

b. Documentation of Project Costs. All costs charged to the Project, including

c. any approved services performed by the Contractor or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, as referenced in 49 C.F.R. 18, and 2 CFR 200 the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"

d. Allowable Costs. Expenditures made by the Contractor shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:

- (1) Consistent with the Project Description, plans, specifications, and
- (2) Project Budget and all other provisions of this Agreement;
- (3) Necessary in order to accomplish the Project;
- (4) Reasonable in amount for the goods or services purchased;
- (5) Actual net costs to the Contractor, i.e., the price paid minus any
- (6) refunds (e.g., refundable sales and use taxes pursuant to N.C.G.S. 105-164.14), rebates,

or other items of value received by the Contractor that have the effect of reducing the cost actually incurred;

- (7) Incurred (and be for work performed) within the period of performance
- (8) of this Agreement unless specific authorization from the Department to the contrary is received;
- (9) In conformance with the standards for allowability of costs set forth in 2 CFR 200, subpart E – Cost Principles
- (10) Satisfactorily documented; and
- (11) Treated uniformly and consistently under accounting principles and
- (12) procedures approved or prescribed by the Department.

Section 6. Reporting, Record Retention, and Access

a. Reports. The Contractor shall advise the Department regarding the progress of the Project **at a minimum quarterly and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports.**

**The Contractor shall collect and submit to the Department at such time as it may require, such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Such reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department.** Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.

The Contractor will be responsible for having an adequate cost accounting system, and the ongoing burden of proof of adequacy for such system shall be upon the Contractor. The Department will determine whether or not the Contractor has an adequate cost accounting system. Such determination shall be documented initially prior to payment of any invoices pursuant to the Agreement, and from time to time as deemed necessary by the Department. In the event of a negative finding during such determining proceedings, the Department may suspend, revoke, or place conditions upon its determination, and/or may recommend or require remedial actions as

appropriate.

b. Record Retention. The Contractor and its third party contractors shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Contractor, or until all audit exceptions have been resolved, whichever is longer, in accordance with "Records Retention and Disposition Schedule – Public Transportation Systems and Authorities, April 1, 2006," at (<http://www.ah.dcr.state.nc.us/records/local/>).

c. Access to Records of Contractor and Subcontractors. The Contractor shall permit and shall require its third party contractors to permit the Department or its authorized representatives to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of the Contractor pertaining to the Project. The Department shall reserve the right to reject any and all materials and workmanship for defects and incompatibility with Project Description or excessive cost. The Department shall notify the Contractor, in writing, if materials and/or workmanship are found to be unacceptable. The Contractor shall have ninety (90) days from notification to correct defects or to provide acceptable materials and/or workmanship. Failure by the Contractor to provide acceptable materials and/or workmanship, or to correct noted defects, shall constitute a breach of contract.

d. Project Closeout. The Contractor agrees that Project closeout does not alter the reporting and record retention requirements of this Section 6 of this Agreement.

#### Section 7. Project Completion, Audit, Settlement, and Closeout.

Project Completion. Within thirty (30) calendar days following Project completion, the end of the Project's period of performance, or termination by the Department, the Contractor agrees to submit a final reimbursement request to the Department for eligible Project expenses.

a. Financial Reporting and Audit Requirements. In accordance with 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and N.C.G.S. 159-34, the Contractor shall have its accounts audited as soon as possible after the close of each fiscal year by an independent auditor. The Contractor agrees to submit the required number of copies of the audit-reporting package to the Local Government Commission four months after the Contractor's fiscal year-end.

b. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with the provisions of Title 2 CFR 200 Subpart E "Cost Principles" are allowable charges to State awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined 2 CFR 200.412 – 200.415, Subpart E, The cost of any audit not conducted in

accordance with 2 CFR 200 and N.C.G.S. 159-34 is unallowable and shall not be charged to State grants.

c. Funds Owed to the Department. The Contractor agrees to remit to the Department any excess payments made to the Contractor, any costs disallowed by the Department, and any amounts recovered by the Contractor from third parties or from other sources, as well as any penalties and any interest required by Subsection 4d of this Agreement.

d. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Contractor has remitted the proper refund. The Contractor agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement. The Contractor agrees that Project closeout does not alter the reporting and record retention requirements of this Section 10 of this Agreement.

As permitted by Federal/The Contractor agrees that its code or standards of conduct shall prohibit the Contractor's employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract or subagreement supported by State assistance if a real or apparent conflict of interest would be involved. The Contractor agrees that its The Contractor agrees to comply, and assures The Contractor affirms that it has not paid, and (2) To the extent applicable, it will comply with Federal/State laws and regulations prohibiting the use of State assistance for activities designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels.

e. The Contractor acknowledges and agrees that:

In addition to other penalties that may apply, the Contractor also understands that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the State Government concerning the Project, the State Government reserves the right to impose on the Contractor the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the State Government deems appropriate.

(3) If the Contractor makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the State Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the

**Section 15. Civil Rights.** The Contractor agrees to comply with all applicable civil rights laws and implementing regulations including, but not limited to, the following:

- a. Nondiscrimination in Public Transportation Programs. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
- b. Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21.
- c. Equal Employment Opportunity. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier of the Project and each subrecipient at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any subsequent amendments thereto. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation.
- d. Minority and Women Business Enterprise (MBE/WBE).
  - (1) Policy. It is the policy of the North Carolina Department of Transportation that Minority Business Enterprises and Women Business Enterprises (MBE/WBEs) as defined in *NCGS 136-28.4* shall have the equal opportunity



to compete fairly for and to participate in the performance of contracts financed by State Funds. The Contractor is also encouraged to give every opportunity to allow MBE/WBE participation in Supplemental Agreements.

(2) Obligation. The Contractor, sub-consultant, and subcontractor shall not discriminate on the basis of race, religion, color, creed, national origin, sex, handicapping condition or age in the performance of this contract. The Contractor shall comply with applicable requirements of *NCGS 136-28.4* in the award and administration of federally assisted contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

(3) Goals. Even though specific MBE/WBE goals are not established for this project, the Department encourages the Contractor to have participation from MBE/WBE contractors and/or suppliers.

(4) Listing of MBE/WBE Sub-contractors. The Contractor at the time the Letter of Interest is submitted, shall submit a listing of all known MBE/WBE contractors that will participate in the performance of the identified work. The participation shall be submitted on the Department's Form RS-2. In the event the contractor has no MBE/WBE participation, the contractor shall indicate this on the Form RS-2 by entering the word 'None' or the number 'zero' and the form shall be signed. Form RS-2 may be accessed on the website at <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

(5) Certified Transportation Firms Directory. Real-time information about contractors doing business with the Department and contractors that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <https://apps.dot.state.nc.us/vendor/directory> in the address bar of your web browser. Only firms identified as MBE/WBE certified in the Directory shall be listed in the proposal.

The listing of an individual firm in the Department's directory shall not be construed as an endorsement of the contractor's capability to perform certain work.

(6) Reporting MBE/WBE Enterprise Participation. When payments are made to MBE/WBE contractors, including material suppliers, contractors at all levels (Contractor, sub-consultant or sub-contractor) shall provide the

Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subcontractor Payment Information Form (Form DBE-IS). In the event the contractor has no MBE/WBE participation, the contractor shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Contractor, sub-consultant or subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

- e. Access for Individuals with Disabilities. The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Department determines otherwise in writing, as follows:
- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
  - (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
  - (3) Joint U.S. Architectural and Transportation Barriers Compliance Board

- (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
  - (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
  - (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
  - (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
  - (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
  - (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
  - (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
  - (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.
- f. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1174 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4581 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd-3 and 290ee-3, and any subsequent amendments to these acts.
- g. Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that the Department determines otherwise in writing, the Contractor agrees to comply with the policies of Executive Order

No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001.

- h. Environmental Justice. The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Department determines otherwise in writing.
- i. Other Nondiscrimination Laws. The Contractor agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination that are applicable, except to the extent the Department determines otherwise in writing.

Section 9. Planning and Private Enterprise.

a. General. To the extent applicable, the Contractor agrees to implement the Project in a manner consistent with the plans developed in compliance with the Federal planning and private enterprise provisions of the following: (1) Federal Transit law, specifically, 49 U.S.C. §§ 5303, 5304, 5306, and 5323(a)(1); (2) the joint Federal Highway Administration (FHWA)/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and subsequent Federal directives implementing SAFETEA-LU, except to the extent the Department determines otherwise in writing; (3) joint FHWA/FTA regulations, "Planning Assistance and Standards," 23 C.F.R. Part 450 and 49 C.F.R. Part 613 to the extent that those regulations are consistent with the SAFETEA-LU amendments to public transportation planning and private enterprise laws, and subsequent amendments to those regulations that may be promulgated; and (4) FTA regulations, "Major Capital Investment Projects," 49 C.F.R. Part 611, to the extent that those regulations are consistent with the SAFETEA-LU amendments to the public transportation planning and private enterprise laws, and any subsequent amendments to those regulations that may be subsequently promulgated.

- b. Governmental and Private Nonprofit Providers of Nonemergency Transportation. In addition to providing opportunities to participate in planning as described in Subsection 9a of this Agreement, to the extent feasible the Contractor

agrees to comply with the provisions of 49 U.S.C. § 5323(k), which afford governmental agencies and nonprofit organizations that receive Federal assistance for nonemergency transportation from Federal Government sources (other than U.S. DOT) an opportunity to be included in the design, coordination, and planning of transportation services.

Section 10. Preference for United States Products and Services. To the extent applicable, the Contractor agrees to comply with U.S. domestic preference requirements.

Section 11. Procurement. To the extent applicable, the Contractor agrees to comply with the following third party procurement provisions:

a. Federal and State Standards. The Contractor agrees to comply with the third party procurement requirements of 49 U.S.C. chapter 53 and other applicable Federal laws in effect now or as subsequently enacted; with U.S. DOT third party procurement regulations of 49 C.F.R. §§ 18.36 and other applicable Federal regulations pertaining to third party procurements and subsequent amendments thereto, to the extent those regulations are consistent with SAFETEA-LU provisions; and Article 8 of Chapter 143 of the North Carolina General Statutes. The Contractor also agrees to comply with the provisions of FTA Circular 4220.1E, "Third Party Contracting Requirements," to the extent those provisions are consistent with SAFETEA-LU provisions and with any subsequent amendments thereto, except to the extent the Department determines otherwise in writing. Although the FTA "Best Practices Procurement Manual" provides additional procurement guidance, the Contractor understands that the FTA "Best Practices Procurement Manual" is focused on third party procurement processes and may omit certain Federal requirements applicable to the third party contract work to be performed. The Contractor shall establish written procurement procedures that comply with the required Federal and State standards.

b. Full and Open Competition. In accordance with 49 U.S.C. § 5325(a), the Contractor agrees to conduct all procurement transactions in a manner that provides full and open competition as determined by the Department.

c. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal laws or regulations, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5325(h) by not using any assistance awarded by the Department to support a procurement using exclusionary or

discriminatory specifications.

d. Geographic Restrictions. The Contractor agrees that it will not use any State or local geographic preference, except State or local geographic preferences expressly mandated or as permitted by the Department.

e. Department Pre-award Approval. The Contractor agrees to submit procurement documents to the Department for its review and approval prior to award of a contract/subcontract under this Agreement for any of the following:

(1) Any "brand name" product or sole source purchase equal to or greater than \$2,500;

(2) Any contract/subcontract to other than apparent lowest bidder equal to or greater than \$2,500;

Any procurement equal to or greater than \$90,000;

(3) Any contract modification that would change the scope of a contract or increase the contract amount up to or over the formal (sealed) bid threshold of \$90,000.

f. Project Approval/Third Party Contract Approval. Except to the extent the Department determines otherwise in writing, the Contractor agrees that the Department's award of State assistance for the Project does not, by itself, constitute pre-approval of any non-competitive third party contract associated with the Project.

g. Preference for Recycled Products. To the extent applicable, the Contractor agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and with subsequent Federal regulations that may be promulgated. Accordingly, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient.

h. Clean Air and Clean Water. The Contractor agrees to include in each third party contract and subagreement exceeding \$100,000 adequate provisions to ensure that each Project participant will agree to report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (U.S. EPA) "List of Violating Facilities," to not use any violating facilities, to report violations to the Department and the Regional U.S. EPA Office, and to comply with the inspection and other applicable requirements of:

(1) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q; and

(2) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377.

i. National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent the Department determines otherwise in writing.

j. Competitive Proposal/Request for Proposal (RFP). The competitive proposal/request for proposal (RFP) method of procurement is normally conducted with more than one source submitting an offer, i.e., proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. The Contractor acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed below.

(1) The Contractor agrees that the RFP Method may not be used in lieu of an invitation for bids (IFB) for:

- (a) Construction/repair work; or
- (a) Purchase of apparatus, supplies, materials or equipment.

See next Subsection, this Agreement, regarding information technology goods as services.

(2) The Contractor agrees that the RFP method of solicitation may be used (in addition to or instead of any other procedure available under North Carolina law) for the procurement of information technology goods and services [as defined in N.C.G.S. 147-33.81(2)]. This applies to electronic data processing goods and services, telecommunications goods and services, security goods and services, microprocessors, software, information processing, office systems, any services related to the foregoing, and consulting or other services for design or redesign of information technology

supporting business processes. The Contractor will comply with the following minimum requirements [N.C.G.S. 143-129.8]:

(a) Notice of the request for proposals shall be given in accordance with N.C.G.S. 143-129(b).

(b) Contracts shall be awarded to the person or entity that submits the best overall proposal as determined by the awarding authority. Factors to be considered in awarding contracts shall be identified in the request for proposals.

(c) The Contractor may use procurement methods set forth in N.C.G.S. 143-135.9 in developing and evaluating requests for proposals.

(d) The Contractor may negotiate with any proposer in order to obtain a final contract that best meets the needs of the Contractor.

(e) Any negotiations shall not alter the contract beyond the scope of the original request for proposals in a manner that deprives the proposers or potential proposers of a fair opportunity to compete for the contract; and would have resulted in the award of the contract to a different person or entity if the alterations had been included in the request for proposals.

(f) Proposals submitted shall not be subject to public inspection until a contract is awarded.

(3) The Contractor agrees that the RFP method, in accordance with FTA Circular 4220.1F, under the guidelines of FTA "Best Practices Procurement Manual," should be used for procurements of professional services, such as consultants for planning activities and for transit system operations/management. The Contractor acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed in Subsections 11j(1) and 11j(2) of this Agreement.

(4) When the RFP method is used for procurement of professional services, the Contractor agrees to abide by the following minimum requirements:

(a) Normally conducted with more than one source submitting an offer (proposal);

(b) Either fixed price or cost reimbursement type contract will be

used;



sealed bids;

- (c) Generally used when conditions are not appropriate for use of sealed bids;
- (d) Requests for proposals will be publicized;
- (d) All evaluation factors will be identified along with their relative importance;
- (e) Proposals will be solicited from an adequate number (3 is recommended) of qualified sources;
- (f) A standard method must be in place for conducting technical evaluations of the proposals received and for selecting awardees;
- (c) Awards will be made to the responsible firm whose proposal is most advantageous to the Contractor's program with price and other factors considered; and
- (d) In determining which proposal is most advantageous, the Contractor may award to the proposer whose proposal offers the greatest business value (best value) to the agency. "Best value" is based on determination of which proposal offers the best tradeoff between price and performance, where quality is considered an integral performance factor.

k. Award to Other than the Lowest Bidder. In accordance with State statutes, a third party contract may be awarded to other than the lowest bidder, if the award furthers an objective (such as improved long-term operating efficiency and lower long-term costs). When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs will be considered in determining which bid is lowest. Prior to the award of any contract equal to or greater than \$2,500 to other than apparent lowest bidder, the Contractor shall submit its recommendation along with basis/reason for selection to the Department for pre-award approval.

l. Award to Responsible Contractors. The Contractor agrees to award third party contracts only to responsible contractors who possess potential ability to successfully perform under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Contracts will not be awarded to parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities in accordance with the Federal debarment and suspension rule, 49 C.F.R.

29. For procurements over \$25,000, the Contractor shall comply, and assure the compliance of each third party contractor and subrecipient at any tier, with the debarment and suspension rule. FTA and the Department recommend that grantees use a certification form for projects over \$25,000, which are funded with Federal and/or State funds. A sample certification form can be obtained from the Department. The Contractor also agrees to check a potential contractor's debarment/suspension status at the following Web site: <http://epls.arnet.gov/>.

m. Contract Administration System. The Contractor shall maintain a contract administration system that ensures that contractors/subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

n. Access to Third Party Contract Records. The Contractor agrees, and agrees to require its third party contractors and third party subcontractors, at as many tiers of the Project as required, to provide to the State awarding agencies or their duly authorized representatives, access to all third party contract records to the extent required by 49 U.S.C. § 5325(g), and retain such documents for at least five (5) years after project completion.

Section 12. Leases.

a. Capital Leases. To the extent applicable, the Contractor agrees to comply with FTA regulations, "Capital Leases," 49 C.F.R. Part 639, and any revision thereto.

b. Leases Involving Certificates of Participation. The Contractor agrees to obtain the Department's concurrence before entering into any leasing arrangement involving the issuance of certificates of participation in connection with the acquisition of any capital asset.

Section 13. Hold Harmless. Except as prohibited or otherwise limited by State law or except to the extent that the Department determines otherwise in writing, upon request by the State Government, the Contractor agrees to indemnify, save, and hold harmless the State Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Contractor shall not be required to indemnify the State Government for any such liability caused by the wrongful acts of State employees or agents.

Section 14. Use of Real Property, Equipment, and Supplies. The Contractor understands

and agrees that the State Government retains a State interest in any real property, equipment, and supplies financed with State assistance (Project property) until, and to the extent, that the State Government relinquishes its State interest in that Project property. With respect to any Project property financed with State assistance under this Agreement, the Contractor agrees to comply with the following provisions of this Agreement, except to the extent the Department determines otherwise in writing:

a. Use of Project Property. The Contractor agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by the Department. Should the Contractor unreasonably delay or fail to use Project property during the useful life of that property, the Contractor agrees that it may be required to return the entire amount of the State assistance expended on that property. The Contractor further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Contractor has made in its Application or in the Project Description for this Agreement for the Project.

b. General. The Contractor agrees to comply with the property management standards of 49 C.F.R. §§ 18.31 through 18.33, including any amendments thereto, and with other applicable Federal and State regulations and directives. Any exception to the requirements of 49 C.F.R. §§ 18.31 through 18.33 requires the express approval of the Department in writing.

c. Records. The Contractor agrees to keep satisfactory records pertaining to the use of Project property, and submit to the Department upon request such information as may be required to assure compliance with this Section 14 of this Agreement.

d. Encumbrance of Project Property. The Contractor agrees to maintain satisfactory continuing control of Project property as follows:

(1) Written Transactions. The Contractor agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect

the continuing State interest in that Project property.

(2) Oral Transactions. The Contractor agrees that it will not obligate itself in any manner to any third party with respect to Project property.

(3) Other Actions. The Contractor agrees that it will not take any action adversely affecting the State interest in or impair the Contractor's continuing control of the use of Project property.

e. Insurance Proceeds. If the Contractor receives insurance proceeds as a result of damage or destruction to the Project property, the Contractor agrees to:

(1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or

(2) Return to the Department an amount equal to the remaining State interest in the damaged or destroyed Project property.

f. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Contractor's knowledge and consent, the Contractor agrees to restore the Project property to its original condition or refund the value of the State interest in that property, as the Department may require.

g. Responsibilities after Project Closeout. The Contractor agrees that Project closeout by the Department will not change the Contractor's Project property management responsibilities as stated in Section 14 of this Agreement, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

**Insurance & Real Property**

The Contractor shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Contractor shall provide, as frequently and in such manner as the Department may require written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Contractor to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement.

In addition to other insurance requirements that may apply, the Contractor agrees as follows:

a. Minimum Requirements. At a minimum, the Contractor agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

b. Flood Hazards. To the extent applicable, the Contractor agrees to comply with the flood insurance purchase provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any Project activity involving construction or an acquisition having an insurable cost of \$10,000 or more.

**Section 16. Relocation**. When relocation of individuals or businesses is required, the Contractor agrees as follows:

a. Relocation Protections. The Contractor agrees to comply with 49 U.S.C. § 5324(a), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 et seq.; and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, which provide for fair and equitable treatment of persons displaced and persons whose property is acquired as a result of Federal and federally assisted programs. [See, new U.S. DOT final rule, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, at 70 Fed. Reg. 590 et seq., January 4, 2005.] These requirements apply to relocation in connection with all interests in real property acquired for the Project regardless of Federal participation in the costs of that real property.

b. Nondiscrimination in Housing. In carrying out its responsibilities to provide housing that may be required for compliance with Federal relocation requirements for individuals, the Contractor agrees to comply with Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601 et seq., and with Executive Order No. 12892, "Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing," 42 U.S.C. § 3608 note.

c. Prohibition Against Use of Lead-Based Paint. In undertaking construction or rehabilitation of residential structures on behalf of individuals affected by real property acquisition in connection with implementing the Project, the Contractor agrees that it will not use lead-based paint, consistent with the prohibitions of Section 401(b) of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4831(b), and the provisions of U.S. Housing and Urban Development regulations, "Lead-based Paint Poisoning in Certain Residential Structures,"

**Section 17. Real Property**. For real property acquired with Federal assistance, the Contractor agrees as follows:

a. Land Acquisition. The Contractor agrees to comply with 49 U.S.C. § 5324(a), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 et seq.; and with U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted

Programs," 49 C.F.R. Part 24. [See, new U.S. DOT final rule, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, 70 Fed. Reg. 590 et seq., January 4, 2005.] These requirements apply to all interests in real property acquired for Project purposes regardless of Federal participation in the cost of that real property.

b. Covenant Assuring Nondiscrimination. The Contractor agrees to include a covenant in the title of the real property acquired for the Project to assure nondiscrimination during the useful life of the Project.

c. Recording Title to Real Property. To the extent required by FTA and the Department, the Contractor agrees to record the Federal and State interest in title to real property used in connection with the Project And/or execute at the request of the Department any instrument or documents evidencing or related to the State's interest in the Project's property.

(1) As a condition of its participation in a Facility Project, the Department will retain a secured interest in the Project for the estimated life of the Project, expected to be forty (40) years, following completion of the Project; or the prorated share of the original investment or current fair market value (the higher value of the two); whichever come first.

d. Department Approval of Changes in Real Property Ownership. The Contractor agrees that it will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities used in the Project without prior written permission and instructions from the Department.

e. Disposal of Real Property

(1) If useful life is not attained, upon the sale or disposition of any Project facility, the Department shall be entitled to a refund of the original state and/or federal investment or the state and/or federal prorated share of the current fair market value of the project facility, whichever is greater.

(2) For the purpose of this Agreement, the term "any sale or disposition of the Project facility" shall mean any sale or disposition of the facility for a use not consistent with purposes for which the state and/or federal share was originally granted pursuant to the Project Agreement, or for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption agreement with the Contractor with respect to the Contractor's obligation under this Agreement or the Grant Agreement, so that the transferee becomes obligated as if the transferee had been the original party.

**Section 18. Construction.** Except to the extent the Department determines otherwise in writing, the Contractor agrees as follows:

a. Drafting, Review, and Approval of Construction Plans and Specifications. The Contractor agrees to submit drawings, designs, and/or description of work for construction, renovation, or facility improvement projects, including the purchase or construction of bus shelters to the Department for its review and approval prior to solicitation.

b. MBE/WBE/DBE Participation. The Contractor agrees to record and report Minority-owned Business good faith efforts in accordance with N.C.G.S. 143-128.2(f).

c. Supervision of Construction. The Contractor agrees to provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms to the approved plans and specifications.

d. Construction Reports. The Contractor agrees to provide progress reports and other data and information as may be required by the Department.

e. Project Management for Major Capital Projects. To the extent applicable, the Contractor agrees to comply with FTA regulations, "Project Management Oversight," 49 C.F.R. Part 633, and any subsequent Project Management Oversight regulations FTA may issue.

f. Seismic Safety. The Contractor agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 et seq., with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and with U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41, specifically, 49 C.F.R. § 41.117.

**Section 19. Employee Protections.**

a. Construction Activities. The Contractor agrees to comply, and assures the compliance of each third party contractor and each sub-recipient at any tier of the Project, with the following laws and regulations providing protections for construction employees:

(1) Davis-Bacon Act, as amended, 49 U.S.C. § 5333(a), which requires compliance with the Davis-Bacon Act, 40 U.S.C. §§ 3141 et seq., and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5;

(2) Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., specifically, the wage and hour requirements of Section 102 of that Act at 40 U.S.C. § 3702, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards

Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and the safety requirements of Section 107 of that Act at 40 U.S.C. § 3704, and implementing U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926; and

(3) Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874, and implementing U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. Part 3.

b. Activities Not Involving Construction. The Contractor agrees to comply, and assures the compliance of each third party contractor and each sub-recipient at any tier of the Project, with the employee protection requirements for non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in particular the wage and hour requirements of Section 102 of that Act at 40 U.S.C. § 3702, and with U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

c. Activities Involving Commerce. The Contractor agrees that the provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., apply to employees performing Project work involving commerce.

d. Public Transportation Employee Protective Arrangements for Projects in Non-urbanized Areas Authorized by 49 U.S.C. § 5310. The Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, U.S. DOL implementing procedures, and any revisions thereto.

#### Section 20. Environmental Protections.

a. General. The Contractor recognizes that many Federal and State law imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major Federal and State laws that may affect the Project include: the North Carolina Environmental Policy Act of 1971 (N.C.G.S. 113A); the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29, United States Code; the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377; the Resource Conservation and



Recovery Act, as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. chapter 53. The Contractor also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, Federal regulations and directives that may affect the Project. Thus, the Contractor agrees to comply, and assures the compliance of each subrecipient and each third party contractor, with any applicable Federal and State laws, regulations and directives in effect now or become effective in the future, except to the extent the Department determines otherwise in writing.

b. Mitigation of Adverse Environmental Effects. Should the proposed Project cause or result in adverse environmental effects, the Contractor agrees to take all reasonable measures to minimize the impact of those adverse effects, as required by 49 U.S.C. § 5324(b), and other applicable Federal laws and regulations, including 23 C.F.R. Part 771 and 49 C.F.R. Part 622. The Contractor agrees to comply with all environmental mitigation measures that may be identified as commitments in applicable environmental documents, (i.e., environmental assessments, environmental impact statements, memoranda of agreement, and other documents as required by 49 U.S.C. § 303) and agrees to comply with any conditions the Federal Government might impose in a finding of no significant impact or record of decision. The Contractor agrees that those environmental mitigation measures are incorporated by reference and made part of this Agreement for the Project. The Contractor also agrees that any deferred mitigation measures will be incorporated by reference and made part of this Agreement for the Project as soon as agreement with the Federal Government is reached. The Contractor agrees that those mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the Department.

Section 21. Energy Conservation. To the extent applicable, the Contractor agrees to comply with the North Carolina Energy Policy Act of 1975 (N.C.G.S. 113B) issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the Department determines otherwise in writing.

Section 22. Charter Service Operations. FTA defines charter service as transportation using vehicles (buses or vans), equipment, or facilities funded under the Federal Mass Transit Act for a group of persons who pursuant to a common purpose, under a single contract, at a fixed

charged for the vehicle or service, have acquired the exclusive use of the vehicle or service to travel together under an itinerary either specified in advance or modified after having left the place of origin. The Contractor acknowledges that Federal and State requirements prohibit the use of vehicles, facilities, equipment, and supplies funded by Federal or State grant programs for the provision of charter services unless it is determined that there are no willing and able charter operators in the service area. Federal law does not provide exceptions to these regulations for vehicles that are loaned or leased to other agencies or entities. The Contractor agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any subsequent Charter Service regulations or FTA directives that may be issued, except to the extent that the Department determines otherwise in writing. Any charter service agreement required by FTA regulations is incorporated by reference and made part of this Agreement for the Project. The Contractor understands and agrees that in addition to any remedy specified in the charter service agreement, if a pattern of violations of that agreement is found, the violator will be barred from receiving Federal or State transit assistance in an amount to be determined by the Department.

Section 23. School Transportation Operations. The Contractor agrees that neither it nor any public transportation operator performing work in connection with a Project financed with Federal or State funds will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any subsequent School Transportation Operations regulations or FTA directives that may be issued. Any school transportation operations agreement required by FTA regulations is incorporated by reference and made part of this Agreement for the Project. The Contractor understands and agrees that if it or an operator violates that school transportation operations agreement the violator will be barred from receiving Federal or State transit assistance in an amount to be determined by the Department.

Section 24. Substance Abuse. To the extent applicable, the Contractor agrees to comply with the following Federal substance abuse regulations:

- a. Drug-Free Workplace. U.S. DOT regulations, "Government wide Requirements for Drug-Free Workplace (Financial Assistance), 49 C.F.R. Part 32, that implement the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq.

- c. Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655, that implement 49 U.S.C. § 5331.

Section 25. Seat Belt Use. In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U. S. C. § 402 note, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any third party contracts, third party sub-contracts, or sub-agreements involving the Project.

**Section 26 Text Messaging While Driving.** In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the Grantee is encouraged to comply with the term of the following Special Provision.

a. Definitions. As used in this Special Provision:

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electric device, including the purpose of short message service texting, e-mailing, instant messaging, obtaining navigating information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Grantee is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving –

(a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;

(b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(c) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:

- (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
- (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- (3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

Section 27. Protection of Sensitive Security Information. To the extent applicable, the Contractor agrees to comply with 49 U.S.C. § 40119(b) and implementing U.S. DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 15, and with 49 U.S.C. § 114(s) and implementing U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 1520.

Section 28. Disputes, Breaches, Defaults, or Other Litigation. The Contractor agrees that the Department has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

- a. Notification to the Department. The Contractor agrees to notify the Department in writing of any current or prospective major dispute, breach, default, or litigation that may affect the State Government's interests in the Project or the State Government's administration or enforcement of Federal/State laws or regulations. If the Contractor seeks to name the State Government as a party to litigation for any reason, in any forum, the Contractor agrees to inform the Department in writing before doing so.
- b. State Interest in Recovery. The State Government retains the right to a proportionate share, based on the percentage of the State share awarded for the Project, of proceeds derived from any third party recovery, except that the Contractor may return any liquidated damages recovered to its Project Account in lieu of returning the State share to the Department.
- c. Enforcement. The Contractor agrees to pursue all legal rights provided within any third party contract.
- d. Department Concurrence. The Department reserves the right to concur in any compromise or settlement of any claim involving the Project and the Contractor.

- e. Alternative Dispute Resolution. The Department encourages the Contractor to use alternative dispute resolution procedures, as may be appropriate.

Section 29 Amendments/Revisions to the Project. The Contractor agrees that a change in Project circumstances causing an inconsistency with the terms of this Agreement for the Project will require an amendment **or revision** to this Agreement for the Project signed by the original signatories or their authorized designees or successors. The Contractor agrees that a change in the fundamental information submitted in its Application will also require an Amendment to its Application or this Agreement for the Project. **The Contractor agrees that the project will not incur any costs associated with the amendment or revision before receiving notification of approval from the division. The Contractor agrees that any requests for amendments and or revisions will be submitted in accordance with the policies and procedures established by FTA and the Department.**

Section 30. Information Obtained Through Internet Links. This Agreement may include electronic links/Web site addresses to Federal/State laws, regulations, and directives as well as other information. The Department does not guarantee the accuracy of information accessed through such links. Accordingly, the Contractor agrees that information obtained through any electronic link within this Agreement does not represent an official version of a Federal/State law, regulation, or directive, and might be inaccurate. Thus, information obtained through such links is neither incorporated by reference nor made part of this Agreement. The Federal Register and the Code of Federal Regulations are the official sources for regulatory information pertaining to the Federal Government.

Section 31. Severability. If any provision of this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal/State laws or regulations.

Section 32 Termination of Agreement.

- a. The Department of Transportation. In the event of the Contractor's Non-compliance with any of the provisions of this Agreement, the Department may suspend or terminate the Agreement by giving the Contractor thirty (30) days advance notice. Any failure to make reasonable progress on the Project or violation of this Agreement for the Project that endangers substantial performance of the Project shall provide sufficient grounds for the Department to terminate the Agreement for the Project. In general, termination of State assistance for the Project will not invalidate obligations properly incurred by the Contractor before the termination date to the extent those obligations cannot be canceled. If, however, the

Department determines that the Contractor has willfully misused State assistance by failing to make adequate progress, failing to make reasonable and appropriate use of Project property, or failing to comply with the terms of this Agreement for the Project, the Department reserves the right to require the Contractor to refund the entire amount of State assistance provided for the Project or any lesser amount as the Department may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Agreement for the Project. The Department, before issuing notice of Agreement termination, shall allow the Contractor a reasonable opportunity to correct for noncompliance. Upon noncompliance with the nondiscrimination section (Section 8) of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for contracts in accordance with procedures authorized in Executive Orders No. 11246 and No. 11375, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law. In addition to the Department's rights of termination described above, the Department may terminate its participation in the Project, without cause, by notifying and receiving the concurrence of the Contractor within thirty (30) days in advance of such termination.

b. The Contractor. The Contractor may terminate its participation in the Project by notifying and receiving the concurrence of the Department thirty (30) days in advance of the termination.

Section 33. Contract Administrators. All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Department:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name: MS MYRA FREEMAN	Name: MS MYRA FREEMAN
Title: FINANCIAL MANAGER	Title: FINANCIAL MANAGER
Agency: NCDOT/PTD	Agency: NCDOT/PTD
MSC: 1550 MSC	Street: TRANSPORTATION BLDG
City/Zip: RALEIGH NC 27699-1550	Address: 1 S WILMINGTON ST RM 524
Phone: 919-707-4672	City: RALEIGH NC 27601
Fax: 919-733-2304	
Email: MSFREEMAN1@NCDOT.GOV	

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name:	Name:
Title:	Title:
Agency:	Agency:
Postal	Street
Address:	Address:
City/Zip:	City:
Phone:	
Fax:	
Email:	

Section 34. Federal Certification Regarding Lobbying. The Contractor certifies, by signing this Agreement, its compliance with Subsection 3d of this Agreement.

Section 35. Federal Certification Regarding Debarment. The Contractor certifies, by signing this Agreement, its compliance with Subsection 3b of this Agreement.

Section 36. Federal Certification Regarding Alcohol Misuse and Prohibited Drug Use. As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Contractor certifies, by signing this Agreement, that it has established and implemented an alcohol misuse and anti-drug program, and has Updated 09/10/2015

complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, and Section 21 of this Agreement.



IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Contractor by and through a duly authorized representative, and is effective the date and year first above written.

**MACON COUNTY**

**CONTRACTOR'S FEDERAL TAX ID NUMBER:**

**CONTRACTOR'S FISCAL YEAR END:**

**DECEMBER 31, 2017**

**BY:**

**TITLE:**

**COUNTY MANAGER**

(SEAL)

**ATTEST:**

**TITLE:**

**DEPARTMENT OF TRANSPORTATION**

**BY:**

**TITLE:**

**CHIEF DEPUTY SECRETARY FOR  
TRANSIT**

**ATTEST:**

**TITLE:**

**SECRETARY**

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
 PUBLIC TRANSPORTATION DIVISION  
 PROJECT NUMBER: 17-DG-027  
 APPROVED BUDGET SUMMARY  
 EFFECTIVE DATE JANUARY 1, 2017

PROJECT SPONSOR: MACON COUNTY  
 PROJECT DESCRIPTION: FY2017 TRANSIT DEVELOPMENT PROGRAM

I. TOTAL PROJECT EXPENDITURES  
 DEPARTMENT - 4523 CAPITAL - 36223.42.2.3 \$30,800  
 PERIOD OF PERFORMANCE JANUARY 01, 2017 - DECEMBER 31, 2017

II. TOTAL PROJECT FUNDING		<u>TOTAL</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
4523-CAPITAL	36223.42.2.3	100%	0%	100%	0%
AGREEMENT #		\$30,800	\$0	\$30,800	\$0
TOTAL		\$30,800	\$0	\$30,800	\$0

Vendor Number \_\_\_\_\_

Contract # \_\_\_\_\_

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

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.*\* requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not now and was not at the time of the execution of the Contract dated  / /  identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: \_\_\_\_\_

By: \_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Printed Name Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at [Meryl.Murtagh@nctreasurer.com](mailto:Meryl.Murtagh@nctreasurer.com) or (919) 814-3852.

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

## INSTRUCTIONS FOR EXECUTING GRANT AGREEMENTS PUBLIC BODY GRANTEEES

Included in this correspondence is an electronic file in a PDF format of the grant agreement(s) to be executed between the local grant recipient and the North Carolina Department of Transportation.

1. Print one (1) copy of each agreement. Printing front and back will conserve paper and reduce package size. Please be consistent. Do not print one front and back and the other single sided.
2. The person officially authorized by resolution of the governing body to accept the department's offer of financial assistance should sign each agreement where indicated. The signature must be witnessed. Stamped signatures are not acceptable.
3. If your agency has a seal, affix the seal on the signature page where indicated.
4. Enter your agency's Federal Tax ID Number and Fiscal Year-End on the signature page. If applicable, complete the section on the table for **Contract Administrators**: **For the Contractor: "If Delivered by US Postal Service" and "If Delivered by Any Other Means"**. **Writing this information by hand is acceptable.**
5. ***Do not date the agreements.*** This will be done upon execution by the department.
6. ***Return all copies within thirty (30) days*** to the following address. Please return the contracts and resolution if possible within 30 days. All other information sent via email does not have to be returned with the contract. Do not staple the contracts together. Use either large paper or binder clips.

Ms. Myra Freeman  
Financial Manager  
NCDOT/PTD  
1550 Mail Service Center  
Raleigh, NC 27699-1550

A fully executed agreement will be returned to you with an executed letter and budget.

In the event the agreement(s) cannot be returned within thirty (30) days, please call me immediately at (919) 707-4672.

Please note that the department cannot reimburse the grant recipient for any eligible project expenses until the agreements are fully executed.

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** May 16, 2017

**DEPARTMENT/AGENCY:** Public Health

**SUBJECT MATTER:** Proposed fee increases

### COMMENTS/RECOMMENDATION:

Please see the attached list of proposed immunization fee changes. The Board of Health approved these changes at its meeting on April 25<sup>th</sup>. Public Health Director Jim Bruckner will be here to provide additional details or answer questions as needed.

Attachments   1   Yes        No

Agenda Item 11B

Proposed Immunization Fee Changes

4/25/2017

<u>CPT Code</u>	<u>Description</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
90649	Gardasil	\$152.00	\$190.00
90636	Twinrix	\$66.00	\$69.00
90621	Trumenba	\$118.00	\$140.00
90670	Pevnar	\$162.00	\$174.00
90676	Imovax Rabies	\$275.00	\$285.00
90680	Rotateq	\$81.00	\$86.00
90736	Zostavax	\$190.00	\$199.00

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** May 16, 2017

**DEPARTMENT/AGENCY:** Sheriff's

**SUBJECT MATTER:** Summit Food proposal for detention center

**COMMENTS/RECOMMENDATION:**

The County Manager will have more details on this item at the meeting.

Attachments \_\_\_\_\_ Yes  No

Agenda Item 11C

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** May 16, 2017

**DEPARTMENT/AGENCY:** Governing Board

**SUBJECT MATTER:** Review of subdivision ordinance by the planning board

### COMMENTS/RECOMMENDATION:

The members of the Macon County Planning Board have voted to request that the Board of Commissioners task them with reviewing the subdivision ordinance. Commissioner Gillespie, the liaison to the planning board, can provide additional details on this item at the meeting.

Attachments \_\_\_\_\_ Yes  No

Agenda Item 11D



**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** May 16, 2017

**DEPARTMENT/AGENCY:** Governing Board/County Attorney

**SUBJECT MATTER:** Satisfaction of Security Instrument

**COMMENTS/RECOMMENDATION:**

The County Attorney will present information regarding the attached Satisfaction of Security Instrument for Pamela Faye Swanson.

Attachments   1   Yes        No

Agenda Item 11E

STATE OF NORTH CAROLINA  
COUNTY OF MACON

**SATISFACTION OF SECURITY INSTRUMENT**  
(N.C.G.S. §45-36.10; N.C.G.S. §45-37(a)(7))

The undersigned is now the secured creditor in the security instrument identified as follows:

Type of Security Instrument: Deed of Trust;  
Original Grantor(s): Pamela Faye Swanson;  
Original Secured Party(ies): Macon County CHAF Program;  
Recording Data: The security instrument is recorded in Book E-31 at Pages  
1700-1707, in the Office of the Register of Deeds for  
Macon County, North Carolina.

This satisfaction terminates the effectiveness of the security instrument.

Date: May \_\_\_\_, 2017.

MACON COUNTY

By: \_\_\_\_\_  
James P. Tate, Chairman  
Macon County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Derek Roland, Clerk to the Macon County  
Board of Commissioners

*(Official County Seal)*

**STATE OF NORTH CAROLINA  
COUNTY OF MACON**

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_, County, North Carolina, certify that James P. Tate, Chairman of the Macon County Board of Commissioners, and Derek Roland, Clerk to the Macon County Board of Commissioners, personally appeared before me this day and acknowledged that they are the Chairman of the Macon County Board of Commissioners and the Clerk to the Macon County Board of Commissioners for Macon County, North Carolina, respectively, and that by authority duly given and as the act of Macon County, North Carolina, the foregoing instrument was signed by such Chairman of the Macon County Board of Commissioners, sealed with its corporate seal and attested by such Clerk to the Macon County Board of Commissioners.

**WITNESS** my hand and Official stamp or seal, this the \_\_\_\_ day of May, 2017.

*(Official Seal)*

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
*Notary Public's printed or typed name*

My Commission expires: \_\_\_\_\_

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** May 16, 2017

**DEPARTMENT/AGENCY:** Governing Board/Administration

**SUBJECT MATTER:** USDA extension of leased space

### COMMENTS/RECOMMENDATION:

The current lease for the Macon County USDA Service Center in Franklin expired March 31, 2017. The federal agency has confirmed its continuing need for occupancy of the building and has expressed that "the best course of action would be to acquire a lease extension (through March 31, 2020) while a long-term lease is pursued." The County Manager and County Attorney will discuss this matter in greater depth at the meeting.

Attachments \_\_\_\_\_ Yes  X  No

Agenda Item 11F

**MACON COUNTY BOARD OF COMMISSIONERS**

**AGENDA ITEM**

**MEETING DATE:** May 16, 2017

**DEPARTMENT/AGENCY:** Highlands Police Department/Macon  
County Information Technology

**SUBJECT MATTER:** Computer Aided Dispatch

**COMMENTS/RECOMMENDATION:**

Simon Hyatt with Macon County IT has asked for time on the agenda to present a request from the Town of Highlands Police Department to join in an existing Interlocal Agreement with the county to use Computer Aided Dispatch software in their agency. Mr. Hyatt can provide additional details at the meeting.

Attachments \_\_\_\_\_ Yes  No

**Agenda Item 11G**

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** May 16, 2017

**DEPARTMENT/AGENCY:** Governing Board

**SUBJECT MATTER:** Consent Agenda

### DEPARTMENT HEAD COMMENTS/RECOMMENDATION:

- A. **Minutes** – Consideration of the minutes from the April 11, 2017 regular meeting, the April 25, 2017 continued session and the May 9, 2017 regular meeting. The minutes will be forwarded via a separate e-mail prior to the meeting.
- B. **Finance** – Consideration of Budget Amendments #184-185, per Attachment 12B.
- C. **Tax releases** – Consideration of tax releases for the month of April 2017 in the amount of \$166.71, per Attachment 12C.
- D. **Ad valorem tax collection report** – No action is necessary. Attachment 12D.

### COUNTY MANAGER'S COMMENTS/RECOMMENDATION:

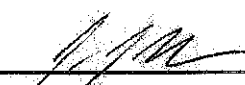
Attachments   3   Yes        No

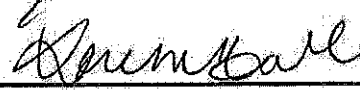
Agenda Item 12 (B) (C) and (D)

DEPARTMENT: HEALTH

EXPLANATION: New Agreement Addendum with additional monies.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
115152-557800	WIC- Educational Material	\$ 2,234.00	
113511-438502	WIC State	\$ 2,234.00	

REQUESTED BY DEPARTMENT HEAD 

RECOMMENDED BY FINANCE OFFICER 

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

ACTION BY BOARD OF COMMISSIONERS \_\_\_\_\_

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

CLERK \_\_\_\_\_

MACON COUNTY BUDGET AMENDMENT

May 8, 2017

AMENDMENT # 185

FROM: FINANCE

DEPARTMENT: SOCIAL SERVICES  
 EXPLANATION: Additional SHIPP allocation

	DESCRIPTION	INCREASE	DECREASE
11-3584-4389-22	SHIPP	\$2,144	
11-5831-5675-26	SHIPP	\$2,144	

REQUESTED BY DEPARTMENT HEAD *[Signature]*

RECOMMENDED BY FINANCE OFFICER *[Signature]*

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

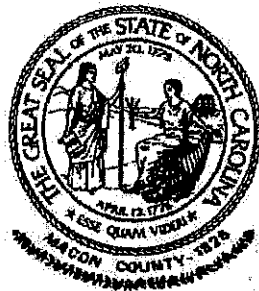
ACTION BY BOARD OF COMMISSIONERS \_\_\_\_\_

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

CLERK \_\_\_\_\_



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



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

TO: MACON COUNTY COMMISSIONERS

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

DATE: May 1, 2017

RE: Releases for April, 2017

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

AMOUNT OF RELEASES FOR APRIL, 2017: \$166.71

Tax Collections  
05/01/17

Detail Transactions by Group

RTC020303  
Page 1

Group Number REL\*17\*04

Abatement

Effective Date 04/21/17

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Tm Cde	Check Number	Trans Rev	Descriptn
3	04/26/17	19730	15A19730.08	G01	15.25-	15.25-	0.00		0.00					
				F05	2.98-	2.98-	0.00		0.00					
				L01	72.00-		0.00	72.00-	0.00					
***			SOUTHARD, VICKIE K		90.23-	18.23-	0.00	72.00-	0.00	0.00	R			CLERICA
4	04/26/17	19730	14A19730.08	G01	0.89-	0.89-	0.00		0.00					
				F05	0.18-	0.18-	0.00		0.00					
				L01	5.01-		0.00	5.01-	0.00					
***			SOUTHARD, VICKIE K		6.08-	1.07-	0.00	5.01-	0.00	0.00	R			CLERICA
1	04/21/17	92576	15A92576.01	G01	31.22-	31.22-	0.00		0.00					
				F01	3.98-	3.98-	0.00		0.00					
***			SQUARE B MACHINING INC		35.20-	35.20-	0.00	0.00	0.00	0.00	R			CLERICA
2	04/21/17	92576	16A92576.01	G01	31.22-	31.22-	0.00		0.00					
				F01	3.98-	3.98-	0.00		0.00					
***			SQUARE B MACHINING INC		35.20-	35.20-	0.00	0.00	0.00	0.00	R			CLERICA
Tax Code Totals														
F01*15- FR FIRE					3.98-	3.98-	0.00	0.00	0.00	0.00				
F01*16- FR FIRE					3.98-	3.98-	0.00	0.00	0.00	0.00				
F05*14- WM FIRE					0.18-	0.18-	0.00	0.00	0.00	0.00				
F05*15- WM FIRE					2.98-	2.98-	0.00	0.00	0.00	0.00				
G01*14- GEN TAX					0.89-	0.89-	0.00	0.00	0.00	0.00				
G01*15- GEN TAX					46.47-	46.47-	0.00	0.00	0.00	0.00				
G01*16- GEN TAX					31.22-	31.22-	0.00	0.00	0.00	0.00				
L01*14- RES FEE					5.01-	0.00	0.00	5.01-	0.00	0.00				
L01*15- RES FEE					72.00-	0.00	0.00	72.00-	0.00	0.00				
Total for Group					166.71-	89.70-	0.00	77.01-	0.00	0.00				
REL*17*04														

\*\*\*\*\* Totals By Tax Cycle \*\*\*\*\*  
 Cycle Current Delinquent  
 A 0.00 166.71-

MACON COUNTY MONTHLY  
AD VALOREM TAX COLLECTIONS REPORT

Apr-17

Month to Date	Beginning Balance	Levy Added	Less Releases	Less Write-Offs	Equals Adj Levy	Gross Payments	Less Refunds	Misc Dr/Cr	Net Payments	Outstanding Balance
General Tax	732279.97	3201.66	-18.67	-4.83	735458.13	-127222.99	4528.52	1499.67	-121194.8	614263.33
Fire Districts	101182.63	433.99	-2.38	-0.94	101613.3	-14725.62	0	198.15	-14527.47	87085.83
Landfill User Fee	120868.07	0	-95	-0.7	120772.37	-16412.18	0	95	-16317.18	104455.19
Totals	954330.67	3635.65	-116.05	-6.47	957843.8	-158360.79	4528.52	1792.82	-152039.45	805804.35

Year to Date	Beginning Balance	Levy Added	Less Releases	Less Write-Offs	Equals Adj Levy	Gross Payments	Less Refunds	Misc Dr/Cr	Net Payments	Outstanding Balance	Collection Percentage
General Tax	0	26773742.98	-22188.48	-1458.39	26750096.11	-26433473.89	101853	195788.11	-26135832.78	614263.33	97.7
Fire Districts	0	3045780.66	-2484.77	-219.96	3043075.93	-2958894.86	3.41	2901.35	-2955990.1	87085.83	97.14
Landfill User Fee	0	2547330	-3610	-30.86	2543689.14	-2441288.53	0	2054.58	-2439233.95	104455.19	95.89
Totals	0	32366853.64	-28283.25	-1709.21	32336861.18	-31833657.28	101856.41	200744.04	-31531056.83	805804.35	97.51

The collection rate is 97.7% collected on 2016 County general taxes, late listing penalties, discoveries and deferred taxes as of 4/30/17 as compared to 97.72% on 2015 taxes as of 4/30/17

# MACON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM

**MEETING DATE:** May 16, 2017

**DEPARTMENT/AGENCY:** Governing Board

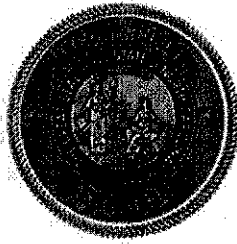
**SUBJECT MATTER:** Appointments

**COMMENTS/RECOMMENDATION:**

- (A) **Tax Administrator:** Please see the attached letter from Tax Administrator Richard Lightner regarding his request for a four-year reappointment to his post as well as a salary increase.
- (B) **Southwestern Community College Board of Trustees:** Please see the attached letter from Terry Bell regarding the proposed reappointment of Jeffrey Cloer to a four-year term on the college's board of trustees.
- (C) **Macon County Library Board of Trustees:** Please see the attached e-mail from Karen Wallace regarding the proposed reappointment of Lenny Jordan to a three-year term on the library's board of trustees.

Attachments   3   Yes        No

Agenda Item 13(A) (B) and (C)



April 18, 2017

To: Macon County Board of Commissioners

From: Richard Lightner, Macon County Tax Administrator

Subject: Reappointment as established by N.C.G.S. 105-294(a)

I request that the Macon County Board of Commissioners reappoint me to continue as the Macon County Tax Administrator for the next four years beginning on July 01, 2017 and ending on July 01, 2021, as provide for by N.C. G. S. 105-294(a).

This will begin my 33<sup>rd</sup> year as the Tax Supervisor/Tax Administrator for Macon County. I would like to complete the next reassessment in 2019 and move towards our new software conversion beginning in 2020.

As always, I believe I have implemented many advancements in Macon County with a few of them being the first in the state and one as the only project of its kind in the United States. At the same time, I feel that I am blessed to have spent my entire adult life working for the people of Macon County.

However, I would like to earn a small part of the time and dedication back in the remaining years of my service to Macon County. Macon County News had done an article comparing salaries and four of our department heads make more than their Jackson County counterparts. None of these four has the 32 years of experience with Macon County, as I do. In fact, our Health Director came in a few years ago with a salary of around \$81,000 and 10 years later he is making \$93,616 or \$2,400 more than me.

Here are the four positions in Macon County that makes more than their Jackson County counterparts;

- Human Resource Director Mike Decker, \$66,500 and six years' experience compared to Jackson County's Danielle Wittekind, \$61,635.34 and four years' experience;
- Board of Health Director Jim Bruckner, \$93,616 and 10 years' experience compared to Jackson County's Shelley Carraway, \$85,270.38 and less than one year experience;
- Macon County Transit Director Kim Angel, \$55,839 and 16 years' experience compared to Jackson County's Chuck Norris, \$54,996.08 and 17 years' experience; and
- Macon County Solid Waste Director Chris Stahl, \$83,585 and 16 years' experience compared to Jackson County's Chad Parker, \$76,745.50 with 10 years' experience.

As shown, all of the department heads above make above their counterparts with less than my total years of service to Macon County.

Jackson County's Tax Administrator Bobby McMahan, makes \$97,192.42, 13 years' experience compared to my , \$91,262, 32 years' experience.

I would like to request that my salary be increased to \$96,500 for all of the reasons supported above.

April 25, 2017

James Tate, Chairman  
Macon County Commissioners  
5 West Main Street  
Franklin, NC 28734

Dear Mr. Tate:

On June 30, 2017, the term of office of Jeffrey Cloer, who serves as a Macon County Commission appointee on the Southwestern Community College Board of Trustees, will expire. A reappointment or a new appointment is therefore needed for the term of July 1, 2017 - June 30, 2021.

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

I would like to take this opportunity to express my appreciation for the service and leadership Mr. Cloer has provided as a member of the SCC Board of Trustees. Since 2013, he has served as an exemplary trustee and has been a valuable addition to the Board. Mr. Cloer's reappointment as a Trustee would be most welcome.

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

We appreciate your support for Southwestern Community College.

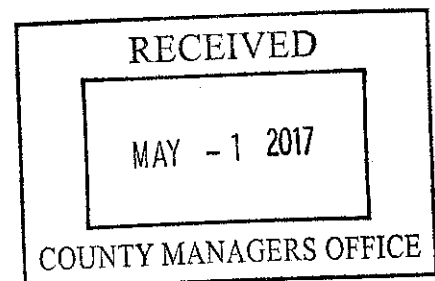
Sincerely,



Terry Bell, Chairman  
SCC Board of Trustees

TB/nc

cc: Derek Roland  
Brian McMahan



## Mike Decker

---

**From:** Karen Wallace <kwallace@fontanalib.org>  
**Sent:** Monday, May 01, 2017 4:11 PM  
**To:** Mike Decker  
**Cc:** Lenny Jordan  
**Subject:** Macon Library Board appointment

Hello Mike-

I'd like to request an item be placed on the agenda for the upcoming meeting of the Macon County Board of Commissioners on May 9, 2017.

Lenny Jordan was appointed by the Board of Commissioners to the Macon County Library Board of Trustees on May 13, 2014. His three year term will be ending May 13, 2017. We would like to request his reappointment for another three year term on the Library Board.

Please let me know if you have any questions concerning this request.

Thank you,  
Karen

Karen Wallace, Director  
Fontana Regional Library  
149 Siler Farm Road  
Franklin, NC 28734  
(828) 524-3600 (voice)  
(828) 524-9550 (fax)

OR

33 Fryemont Street  
Bryson City, NC 28713  
(828) 488-2382 x. 27 (voice)  
(828) 488-2638

[kwallace@fontanalib.org](mailto:kwallace@fontanalib.org)

[www.fontanalib.org](http://www.fontanalib.org)

"Opinions expressed in this message may not represent the policy of my agency. All e-mail sent to or from the Fontana Regional Library e-mail systems is subject to monitoring and disclosure to third parties, including law enforcement personnel."





## **NATIONAL WATER TRAIL APPLICATION NPS**

**Trail Name:** North Carolina Smoky Mountain Blueways

**Trail Location:** Southwestern Mountains of North Carolina

**Latitude:** 35.42 (this location is in the center of the trail system)

**Longitude:** 83.46 (this location is in the center of the trail system)

### **Directions to Trails:**

1. From the East/NC: I40 West to US Hwy 74 Sylva
2. From the South/GA: US 441 to Franklin
3. From the South/SC: Hwy. 107 to Cashiers
4. From the West /TN: I40 to Hwy 28 to Fontana Dam
5. From the North/TN: I40 to US441 South to Cherokee

**Cities/Townships crossed by the trail:** Webster, Dillsboro, Cherokee, Bryson City, Fontana Dam, Franklin

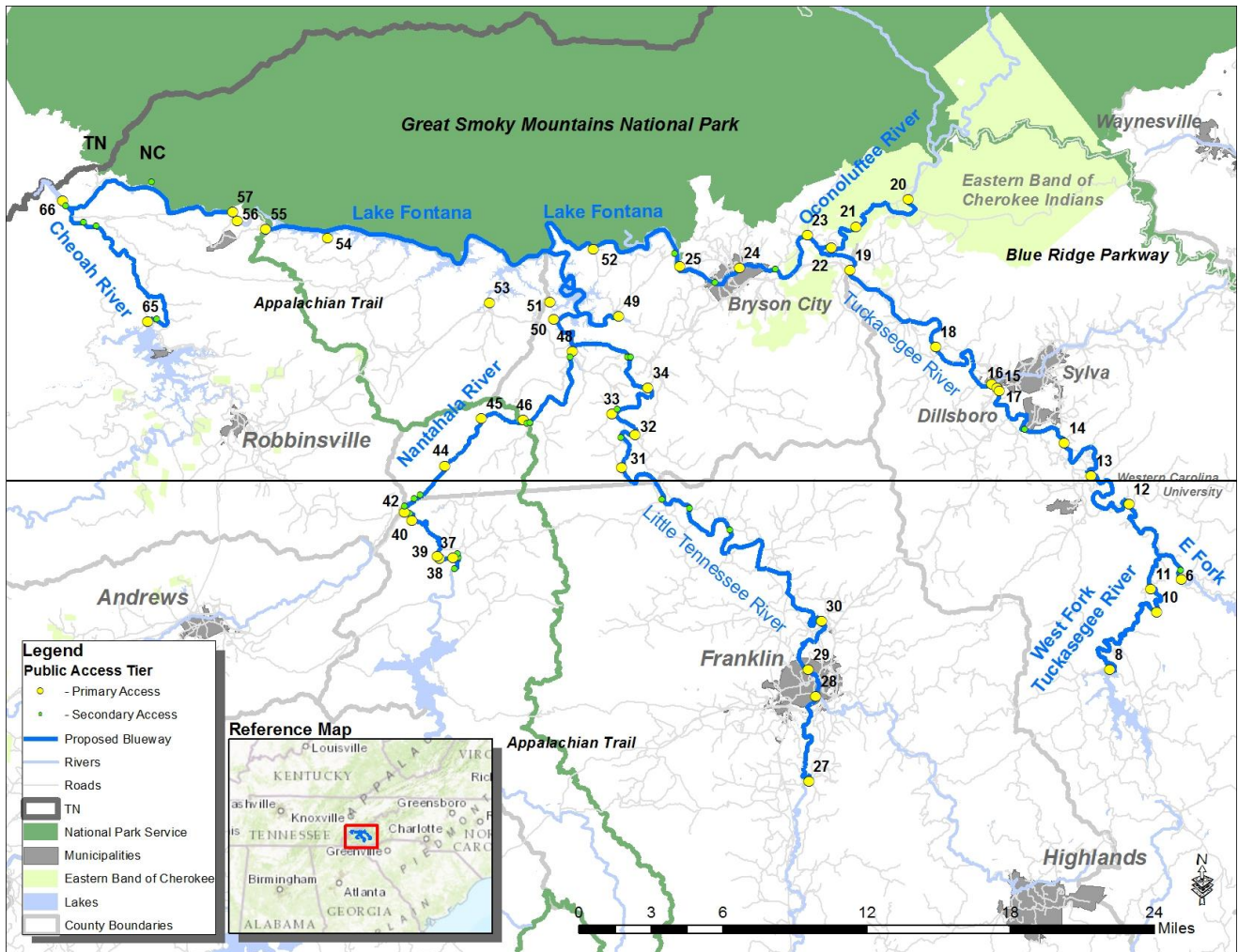
**Counties:** Graham, Jackson, Macon and Swain

**State:** NC

**Congressional District:** NC-11

### **Short Description of Trail:**

The North Carolina Smoky Mountain Blueways Trail is located in the Little Tennessee River Basin of the North Carolina southwestern mountains. The trail encompasses the five rivers that flow into Lake Fontana and has 46 public-access points offering a wide range of recreational paddling opportunities. The water trail provides some of the most spectacular natural venues for outdoor water sports in the Southeastern United States.



**Long Description:**

The Smoky Mountain Blueways Trail is 167 miles of waterways in the Little Tennessee River Basin with 46 primary public access points. Those access points are located on five rivers that flow into Fontana Lake at the edge of the Great Smoky Mountains National Park.

The natural landscape of this **Little Tennessee River Basin** has unparalleled beauty, diverse outdoor recreation opportunities and a strong private and public infrastructure in place for the outdoor recreationist. The 1,800 square mile basin contains 2,500 miles of streams and rivers and 18,000 acres of lakes. **These waters, used by residents as well as millions of visitors, provide both economic viability and a natural, healthy environment for physical and mental human revitalization.**

The North Carolina Smoky Mountain Blueways has many rivers and lakes that draw visitors from throughout the country and internationally to enjoy a wide array of water sports, fishing and paddling throughout the watershed. The proposed segments for national designation include Fontana Lake, the Nantahala River, the Little Tennessee River, the Oconoluftee River, the Tuckasegee River and the Cheoah River. Each water body is individually distinct, offering varying degrees of difficulty from flat water paddling to Class V whitewater.

Boat launches throughout this region provides easy opportunity to access these water bodies. A recently completed website provides detailed information on what to expect on each water body, access locations, distances to the next take-out, safety information, and mapping. Visitors can tailor their trips through a drop-down menu and search for outfitters if equipment is needed to complete their river experience.

The Little Tennessee River Basin encompasses the Nantahala National Forest and two National Park units – the Great Smoky Mountains National Park and the Blue Ridge Parkway. These public lands collectively create the “infrastructure foundation” for the largest and most visited outdoor recreation area in the Southeast.

Sixty percent of The Great Smoky Mountains National Park lies almost entirely in the basin. The park has international significance due to its wildlife diversity. It boasts the greatest diversity of amphibians in North America: 30 species of salamanders and 12 species of toads and frogs.

In the Nantahala National Forest, visitors there enjoy a wide variety of recreational activities, from camping, whitewater rafting, canoeing, fishing, hunting, hiking over 600 miles of trails, and horseback riding. The Nantahala also boasts the 17,000-acre **Joyce Kilmer-Slickrock Wilderness**. Joyce Kilmer is a living memorial to writer/poet Joyce Kilmer, best known for the poem, “Trees.” The **NC Mountain Waters Scenic Byway** travels through the Nantahala National Forest as well.

**The Blue Ridge Parkway**, America’s Most Visited Highway, runs through a portion of the basin as well as the **Cherochala Skyway**, a National Scenic Byway well known in motorcycling and sports car circles for its long, sweeping corners, scenic views and cool summer breezes. They both offer connections to nationally known hiking and biking trails in the basin.

Locally, communities are connected with their water resources through trails and greenways such as the **Little Tennessee River Greenway** in Macon County, the **Tuckasegee River Greenway** connecting Western Carolina University to river access areas, the **Nantahala River Trail** that crosses a 125-foot bridge over the Nantahala River and the 1/5 mile **Oconaluftee River Trail** following the river and level enough for wheelchair usage.

The proposed Smoky Mountain Blueway system connects **167 miles of water trails** with **46 existing primary public access sites** on interconnected rivers and lakes.

Note that the 26 secondary informal public access sites are primarily commercial or need further development to provide additional access with many needing natural resource stabilization. These secondary sites are not currently being publicized or marketed to the general public until they can be improved.

The proposed Smoky Mountain Blueways Trail system of waterways is contiguous providing for a broad range of recreational activities. There are many opportunities in the future for extensions to the proposed system as resources become available. Many of these opportunities will require portage trails around dams and additional public access sites.

The following narrative will focus on activities within the proposed water corridors. Vast public lands surround much of the waterways, affording the enthusiast with additional land-based activities that adds to the overall outdoor recreation experience and ensures that many portions of the waterways will remain in their natural states providing high quality recreation for generations to come. Where these activities are significant they will be briefly mentioned. In

the narrative below the waterways are segregated by rivers followed by lakes within the overall system.

The rivers in the North Carolina Smoky Mountain Blueways consist of the **Cheoah River** (Graham County, NC), **Little Tennessee River** (Macon, Swain and Graham Counties, NC), **Nantahala River** (Macon and Swain Counties), **Oconoluftee River** (Eastern Band of Cherokee Indians and Swain County), and the **Tuckasegee River** (Jackson and Swain Counties).

Please see the attached chart that provides locational and ownership information that is being presented for designation.

<i>Waterbody</i>	<i>Name</i>	<i>Map ID#</i>	<i>Latitude</i>	<i>Longitude</i>	<i>Owner</i>	<i>Launch Fee</i>
Calderwood Lake	Magazine Branch	66	35.45	-83.95	Brookfield Renewable	None
Cheoah River	Cheoah River Commercial Putin	65	35.38	-83.88	Brookfield Renewable	\$2
Emory Lake	Lake Emory	29	35.19	-83.38	Duke	None
Fontana Lake	NC 288 Boat Ramp	25	35.43	-83.49	TVA	None
Fontana Lake	Almond Boat Dock Ramp	48	35.38	-83.56	USFS	\$3
Fontana Lake	Alarka Boat Dock Ramp	49	35.40	-83.53	USFS	None
Fontana Lake	Lemmons Branch Boat Ramp	50	35.40	-83.58	USFS	None
Fontana Lake	Tsali Boat Ramp	51	35.41	-83.58	USFS	None
Fontana Lake	Flat Branch Boat Ramp	52	35.44	-83.55	USFS	None
Fontana Lake	Panther Creek/Prince Boat Dock	53	35.40	-83.63	USFS	\$3
Fontana Lake	Cable Cove	54	35.44	-83.75	USFS	None
Fontana Lake	Fontana Marina Dock Ramp	55	35.44	-83.79	USFS	\$5
Little Tennessee River	Rattlesnake Creek	31	35.31	-83.52	NC Wildlife Resources Commission	None
Little Tennessee River	Prentiss Bridge	27	35.12	-83.37	TVA	None
Little Tennessee River	Tassee Landing	28	35.17	-83.37	TVA	None
Little Tennessee River	Lake Emory Dam Portage	30	35.22	-83.37	Duke	None
Little Tennessee River	Brush Creek	32	35.33	-83.51	NC Wildlife Resources Commission	None
Little Tennessee River	Wiggins Creek	33	35.34	-83.53	NC Wildlife Resources Commission	None
Little Tennessee River	Sawmill Creek	34	35.36	-83.51	NC Wildlife Resources Commission	None
Lower Lake	Panel Branch	56	35.45	-83.82	Brookfield Renewable	None
Lower Lake	Lewellyn Branch	57	35.45	-83.82	TVA	None
Nantahala River	USFS Cascades	37	35.25	-83.64	USFS	\$1 Day/\$5 Season
Nantahala River	USFS Upper Nantahala 1	38	35.25	-83.65	USFS	\$1 Day/\$5 Season
Nantahala River	USFS Upper Nantahala 2	39	35.25	-83.66	USFS	\$1 Day/\$5 Season
Nantahala River	Duke Wishon's Fishin' Hole	40	35.27	-83.68	Duke	\$1 Day/\$5 Season
Nantahala River	USFS Nantahala Upper Launch	42	35.27	-83.68	USFS	\$1 Day/\$5 Season
Nantahala River	USFS Ferebee	44	35.30	-83.65	USFS	\$1 Day/\$5 Season
Nantahala River	USFS Surfers	45	35.33	-83.63	USFS	\$1 Day/\$5 Season
Nantahala River	USFS Nantahala Falls/NOC	46	35.33	-83.60	USFS	\$1 Day/\$5 Season
Oconoluftee Lake	Duke Bryson Powerhouse	22	35.45	-83.38	Duke	None
Oconoluftee River	Island Park	20	35.48	-83.32	EBCI	None
Oconoluftee River	Jenkins Crossing	21	35.46	-83.36	EBCI	None
Tuckasegee River	Duke East Fork Shook Cove Upper	6	35.25	-83.11	Duke	None
Tuckasegee River	Duke West Fork Lower	10	35.23	-83.12	Duke	None
Tuckasegee River	Duke at Tuckasegee Power Plant	11	35.25	-83.13	Duke	None
Tuckasegee River	East LaPorte	12	35.30	-83.15	Jackson County/TVA	None
Tuckasegee River	Duke Cullowhee Lena Davis	13	35.31	-83.18	Duke	None
Tuckasegee River	Duke Locust Creek	14	35.33	-83.20	Duke	None
Tuckasegee River	CJ Harris	15	35.36	-83.25	Duke	None
Tuckasegee River	Dillsboro	16	35.37	-83.25	Jackson County	None
Tuckasegee River	Scotts Creek	17	35.37	-83.25	Dillsboro	None
Tuckasegee River	Duke at Barkers Creek	18	35.39	-83.29	Duke	None
Tuckasegee River	Duke Whittier	19	35.43	-83.36	Duke	None
Tuckasegee River	Ela	23	35.45	-83.39	TVA	None
Tuckasegee River	Island Park	24	35.43	-83.44	Bryson City	None
Tuckasegee River	Duke West Fork	8	35.20	-83.16	Duke	None



## Rivers of the Smoky Mountain Blueways

1) **The Cheoah River** is near Robbinsville, NC and is a tributary of the Little Tennessee River. There is one primary access site and 3 secondary access sites. The primary site serves as the whitewater access point. The takeout for this stretch is on Lake Calderwood.

### Best Management Practices

**Recreation Opportunities:** The headwaters flow northwest to Lake Santeetlah towards the Tennessee border with a terminus between the Cheoah Dam and Lake Calderwood. Headwater creeks include Santeetlah and Snowbird. These two creeks, although not officially part of the proposed water trail system, include some of the finest remote fly fishing and after heavy spring rains whitewater kayaking ranging from Class III to V in the US. Most of the headwater creeks are within national forest with miles of trails for hiking, backpacking and hunting. There are three primary recreational uses on the Cheoah River that include **whitewater rafting, whitewater kayaking** and **fishing**.

The nine-mile section of waterway between the Santeetlah Dam and Lake Calderwood was “dewatered” by a hydroelectric bypass for seventy years. American Whitewater, along with the Western North Carolina Paddlers, advocated for recreational water releases for over 6 years. As a result of their hard work, whitewater releases on the Cheoah began again in the fall of 2005. Each year there are at least 18 releases for paddlers to enjoy for the next 40 years. These releases were secured through the Federal Energy Regulatory Commission (FERC) relicensing process. This has been a local boom for Graham County that at times has some of the highest unemployment in the state. As Graham County shifts its focus from manufacturing recruitment to outdoor recreation promotion, the Cheoah River continues to serve as one of its greatest assets.

The Cheoah is unusual for rivers of its volume in the Southeast in that its gradient is relatively constant. This means that with the exception of 2 or 3 half mile or so sections, it is unusually continuous, more so than anything else with a similar volume of water in the Southeast. Some call it "warm western-style paddling comparing it to Pine Creek on the Arkansas and the Lochsa at higher water. No doubt contributing to western river analogies is the water quality, which can be crystal clear once the initial recreational flows stabilize. **All who have paddled the Cheoah agree it will become one of the crown jewels of whitewater world.**

Fishing on the Cheoah River continues to improve as more water enters the once dewatered streambed. The better fishing appears to be below Bear Creek Falls due to the added stream flow. Fishing does not conflict with whitewater releases because the stream is dangerous to wade during scheduled releases. Cheoah River offers Brook Trout, Brown Trout, Rainbow Trout, Largemouth Bass and Muskie fishing and is considered a hidden gem for Smallmouth Bass fishing by either fly-fishing or spinning reel with light tackle.

Hiking trails in the vicinity include the Appalachian Trail, Benton MacKaye Trail and Old Benton MacKaye Trail as well as an extensive hiking and mountain biking trail system nearby at the Historic Tapoca Lodge property. The Tapoca Lodge, built in 1930 by the Aluminum Company of America as part of hydroelectric efforts in Graham and Swain counties of North Carolina, is located on the bank of Cheoah River.

**Education:** Both of the printed map and the website have additional [educational information](#) on the Cheoah River. The website and the printed map also have safety and conservation information as well as [The Blueways Pledge](#).

**Conservation:** See examples below in addition to all of the conservation activities taking place with the federal agency landowners as a part of their normal and on-going efforts.

1. **A 2004 agreement among environmental agencies**, conservation groups and the company that operates several dams in the river basin, Alcoa Power Generating Inc., has led to the recovery of the Cheoah River. In exchange for this and many other conservation measures, the federal government renewed Alcoa's license to operate these dams. The nine-mile stretch of the Cheoah River below Santeetlah Dam had been nearly dry for 75 years. The releases from Santeetlah Dam were designed to mimic natural flows – both high and low. The stream flows also re-designed to improve fishing, whitewater recreation and other activities. Other management activities in the Cheoah River included adding gravel to improve habitat conditions for fish and mussels and the stocking of rare mussel and fish species. Spotfin chub, wounded darter, wavy rayed lampmussel, and rainbow mussel have been restored to the Cheoah as well as the Appalachian elktoe.

2. **American Whitewater** began investigating the whitewater potential of the Cheoah River in 1999, and advocated for a controlled whitewater flow study in 2000, which formed the basis of the next 4 years of negotiating for releases, access areas, land protection, etc. Flows on this river were severely impacted by the Tapoco Hydroelectric Project (FERC P-2169). It took thousands of hours attending meetings and writing technical comments, but eventually our efforts were successful. On September 17th, 2005 they celebrated the first recreational release on the river. There will be at least 18 releases annually for at least the next 40 years. In addition, new access areas are being built, thousands of acres of critical wildlands are being protected, and an improved base flow is working with the higher flows to restore the river.

3. **Environmental Assessment Cheoah River** *In October of 2007 the NC Department of Commerce conducted an environmental impact assessment (EA) on the best methods for permanent removal of the aberrant vegetation in the Cheoah river corridor. Working with the U.S.F.S., U.S. Fish and Wildlife, American Whitewater and outfitters, the county moved forward to contract out the scoping and EA, with a goal of completing the EA by November 2008. Depending on the EA results, DOC will work to secure funding for removal of the vegetation in late 2008, early 2009. The DOC and the county feel that a safer river adds up to an improved outdoor economy for Graham County by attracting a broader spectrum of boaters spending their dollars in Graham County and ideally decreasing the county emergency response calls for river rescues.*

4. **Rivercane On The Cheoah** *posted June 6, 2008 by Steve Page American* <https://www.americanwhitewater.org/content/Article/view/articleid/30078/display/full> *American Whitewater recently received a grant which provides an opportunity to explore the reintroduction of rivercane (*Arundinaria gigantea*) to the Cheoah River. The North Carolina Department of Commerce's 21st Century Community program, Western Regional Office, proposed the project and obtained the grant in their efforts to develop a sustainable economy for Graham County. This grant was provided by Revitalization of Traditional Cherokee Artisan Resources which is a Cherokee Preservation Foundation program ultimately funded by the Eastern Band of Cherokee Indian. Rivercane is on the decline in the southeast due to development and agriculture. Landowners have destroyed rivercane because of a lack of understanding of the benefits of rivercane and the fact that it blocks their view of the river. The grant has recent Master's of Biology graduate from Western Carolina University Adam Griffith*

*developing a plan of action on the river corridor. Rivercane has distinct ecological and cultural advantages, which have fueled research for reintroduction of this species. The ecological benefits of this native species are substantial. Rivercane has massive networks of rhizomes and roots that help promote bank stability and integrity.*

**Community Support:** An MOU with signatures from Graham County Commissioners, Graham County Tourism Development Authority, and the GREAT organization.

**Public Information:** The public is provided with accessible and understandable water trail information on the [smokymountainblueways.com](http://smokymountainblueways.com) website and in the official printed map of the Smoky Mountain Blueways's first printed map, including details for identifying access sites, natural features, etc. This map is sold at the NC Smoky Mountain Visitor's Center in Franklin, NC and at various other businesses throughout the region. The water trail is promoted to the community and broad national audience via the internet, the printed map and through the regional [Smoky Mountain Host Adventure Activities Guide](#) printed yearly and posted on the [visitsmokies.org](http://visitsmokies.org) website.

**Trail Maintenance:** All landowner agencies are required to do on-going access and water trail maintenance in these waters. The MOU among the partners has been revised twice and is now ready for execution. It is anticipated that partnering agencies will execute the MOU over the next couple of weeks.

**Planning:** All landowners are involved in long-term and short-term planning for these waterways. In addition, The Advisory Board for the Blueways completed their first Five-Year Strategic Plan for the Blueways in 2004. The plan identifies areas where they can collaborate for improving resource conservation and seek funding for mutually agreed upon activities. A plan update is currently underway by the Advisory Council.

*Example of Action Items for the Cheoah River in the current Strategic Plan*

**Recreational Opportunities Action Item #5:** *The Cheoah River provides a high adventure recreational whitewater experience unlike any other river in the region. Engage with Brookfield Smoky Mountain Hydro to evaluate the schedule of Cheoah River releases. These releases are part of the operating license for the hydro operation and are ripe for evaluation (there is language in the license allowing for an evaluation of the flow schedule). Moving more release into the summer months would greatly improve the economic benefits of river recreation for Graham County and provide additional adventure tourism product in the region. Partners: Brookfield Smoky Mountain Hydro, Graham County TD and American Whitewater*

**2) The Little Tennessee River**, approximately 135 miles (217 km) long, rises in the Chattahoochee National Forest in north Georgia, flows north, and is joined by the Cullasaja River near Franklin, NC. The river then turns northwest, flowing through the Nantahala National Forest and crossing into Eastern Tennessee to join the Tennessee River at Lenoir City, TN.

There is 1 primary access site south of Franklin, 2 in Franklin, and 5 south of Franklin to Fontana Lake for a total of 8 public access sites.

Five secondary sites exist primarily south of Franklin before Lake Fontana. The sites tend to be somewhat primitive although most have kiosks with basic information and gravel parking lots with watercraft launch infrastructure (stairs and wood slide rails.)

The lower section of river is impounded in several places by sequential dams, some created as part of the Tennessee Valley Authority (TVA) system, forming a string of reservoirs in Western North Carolina and Eastern Tennessee. Near the state line it is impounded by the 480 feet (146 m) high Fontana Dam forming Fontana Lake along the southern boundary of Great Smoky Mountains National Park to provide flood control and hydroelectric power.

### **Best Management Practices**

**Recreation Opportunities:** There are a multitude of recreational opportunities throughout the rivers course. Its gentle gradient and abundant riparian conservation efforts and protection provide for a great natural experience. The abundant uses include **kayaking, rafting, tubing, swimming, wade fishing, fishing by drift boat, snorkeling** in the clear low water summer months, **wildlife viewing, numerous hiking trails that intersect or adjoin the river, hunting** in the winter and early spring and **picnicking**.

South of Franklin NC the river meanders north through a wide agricultural valley. Access is somewhat limited but does exist throughout this stretch. The **Coweeta Labortaory**, a USFS Long Term Ecological Research station right outside of Franklin, NC, has been collecting data on rainfall, stream flow, and climate and forest growth since around 1934 can be found on a tributary to the river through this stretch. This is an outdoor laboratory unique to the USFS and contributes data for the Smoky Mountain Blueways initiative.

In the Franklin downtown area, greenways and picnicking exist along the river corridor. South of Franklin and Lake Emory the Little Tennessee enters what is locally known as the **Needmore Tract**. Once owned by Duke Energy for hydroelectric impoundment consideration the adjacent land is now in permanent conservation due to a large collaborative of federal state and private interests. The State of NC took over ownership and stewardship in 2004. Smoky Mountain Blueway partner NC Wildlife Resource Commission is the managing responsible entity.

**The river boasts being one of the few remaining rivers in the eastern US with its full biologic assemblage still intact.** Several unique species along with vast Cherokee archeological sites exist throughout the tract. Currently there is no camping and only day use is permitted. Anglers familiar with this stretch can attest to the world-class smallmouth bass fishing. The river is wide and in most places less than 4 feet deep, making wade fishing relatively easy. In 2015 the river basin became the first nationally designated **Native Fish Conservation Area**. The Little Tennessee River flows north through the Needmore Tract until the confluence with Fontana Lake.

**Education:** Examples of our partners conservation education work on the Little Tennessee River include:

1. [Mainspring Conservation Trust](http://www.mainspringconserves.org/) <http://www.mainspringconserves.org/> offers numerous river conservation educational programs, including Kids in the Creek and "Snorkel & Snoop" programs. They also host events during warmer months to get families and individuals out on the water snorkeling and paddling.



2. Mainspring has also developed a [Citizens Guide](#) that is one of the most comprehensive documents developed for the Little Tennessee River Basin that exists today. This document covers the historical significance, economic data, flora and fauna information, citizen involvement opportunities and much more on the Basin. <http://nantahalaracingclub.com/youth-programs/nantahala-kids-club/>

3. [Nantahala Kids Club](#) Kayaking Training for kids is a six-week program designed to get kids active and engaged in the outdoors through introduction to paddle sports. The skills progression uses three of the proposed Blueway water bodies: Lake Fontana, Little Tennessee River and the Tuckasee River.

### ***Conservation:***

**1. Needmore Tract** – The 4500-acre [Needmore Tract](#) was purchased by the State of North Carolina in January of 2004 as a nature preserve. The Tract includes 26 miles of Little Tennessee River frontage, 37 miles of tributary streams to the river and serves as the keystone to the forested corridor connecting the Nantahala and Cowee Mountain Ranges. The Little Tennessee River through the Needmore Tract is home to half the native, freshwater fish species in North Carolina and the greatest diversity of freshwater mussels in the State.

The Needmore Tract is managed by the NC Wildlife Resources Commission, which protects water quality and wildlife habitat while maintaining traditional uses of the land. The twenty-five miles of free-flowing Little Tennessee River downstream of the town of Franklin is considered the Noah's Ark of Blue Ridge rivers due to its rich biological diversity. **The river corridor also encompasses the most intact archaeological landscape remaining of the 18th century Cherokee.** With the purchase of the Needmore Tract over half of this reach of river was preserved for present and future generations.

2. [Little Tennessee River Clean-Up 2017](#) – Mainspring Conservation Trust conducts many river clean projects throughout the year on the Little Tennessee that are well attended and successful.

### **3. Fisheries Conservation Foundation Announcement:**

[The Little Tennessee River Basin](#) was designated as the first National Native Fish Conservation Area on October 14, 2015, thanks to the work of several of our partners, which include the national Fisheries Conservation Foundation, North Carolina Trout Unlimited, Nature Conservancy of North Carolina, North Carolina Wildlife Federation, and North Carolina Wildlife Resources Commission. The Little Tennessee River Basin stretches from north Georgia, across the western counties of North Carolina, and into Tennessee. It has long been recognized for the incredibly rich diversity of fish and wildlife found beneath the surface of its streams. The basin is home to more than 100 species of fish, as well as mussels, snails, crayfish, and aquatic plants, including a number of state and federally listed threatened or endangered species.

The designation was developed by Trout Unlimited, the Federation of Fly Fisheries and the Fisheries Conservation Foundation and embodies a non-regulatory approach to river conservation focused on looking at river systems as a whole and incorporating the recreational and economic needs of communities within the basin.

4. **American Rivers - Little Tennessee** - The US Forest Service, along with numerous project partners, celebrated the completion of the [Little Buck Creek](#) dam removal and stream restoration project in September 2016. The project was located on Little Buck Creek in the Little Tennessee River Basin in the Nantahala National Forest in Clay County, North Carolina.

The 30 ft. high and 150 ft. across outdated pond dam served no present day function and had become not only a public safety concern but also created a barrier to aquatic organisms like trout from accessing important habitat. The stream channel of Little Buck Creek, both up and downstream, was reconnected by performing over 200 feet of channel restoration.

**Community Support:** An MOU with signatures from Macon County Commissioners, Town of Franklin, Mainspring Conservation Trust, Smoky Mountain Host of NC, Duke Energy and NC Wildlife Resources Commission – all located in Franklin NC. In addition see attached support letter from the Franklin Area Chamber of Commerce. River cleanup days are a testament to the strong support we see on this river from the small communities along its banks. Furthermore, the heavily used Little Tennessee Greenway on the banks of the river in Franklin emphasizes the strong support this community has for the Little T. A local friends organization called “Friends Of the Greenway” (FROG) supports maintenance and sustainable use of the greenway. The Greenway represents a voluntary local strategy to preserve scenic, natural, historic, cultural and recreational resources and promotes increased public access to the Little Tennessee River through the creation of riverside parks and trails.

**Public Information:** The public is provided with accessible and understandable water trail information on the [smokymountainblueways.com](http://smokymountainblueways.com) website and in the official printed map of the Smoky Mountain Blueways’s first printed map, including details for identifying access sites (including GPS lat/long), distances between access points, water classification (difficulty rating), average float times, natural features, etc. This map is sold at the NC Smoky Mountain Visitor’s Center in Franklin, NC and at various other businesses throughout the region. The water trail is promoted to the community and broad national audience via the internet, the printed map and through the regional [Smoky Mountain Host Adventure Activities Guide](#) printed yearly and posted on the [visitsmokies.org](http://visitsmokies.org) website.

Safety messaging is also highlighted on the blueways map, emphasizing the need for wearing PFD’s, water release schedules, changing weather conditions, and flash flooding.

The recently published Smoky Mountain Blueway’s map and guide provides detailed information important to trip planning on each river. For example, Time and distance between access sites is estimated, in addition to GPS coordinates, and detailed descriptions of each water body to give you a clear understanding of their character and features.

**Trail Maintenance:** All state and federal landowner agencies are required to do on-going trail maintenance in these waters by both state and federal regulations. Duke Energy is bound by the FERC license to maintain their sites as well and keeps their access sites in pristine condition. An MOU Signed by property owners for the Smoky Mountain Blueways National Water Trail is forthcoming. A full access-site review is planned for this coming year to identify maintenance needs for access sites throughout the proposed Smoky Mountain Blueways area.

Regular cleanup days are held on the Little Tennessee River, hosted by our partner Mainspring Land Trust as well as cleanups along the Little Tennessee Greenway in the Franklin area hosted by FROG.

**Planning:** All federal and state landowners are involved in long-term and short-term planning for these waterways. In addition, The Advisory Board for the Blueways completed their first Five-Year Strategic Plan for the Blueways in 2004. The plan identifies areas where they can collaborate for a better resource conservation and seek funding for mutually agreed upon

activities. A plan update is currently underway by the Advisory Council. See examples below on initiatives on the Little Tennessee River:

**Land Protection Action Item #1:** Continue protection of undeveloped open space lands along the Little Tennessee, particularly Franklin to Fontana, but also Georgia to Franklin; Develop a land protection plan for the Tuckaseegee.

*Partners: Mainspring Conservation Trust, NC Wildlife Commission, USFS, EBCI and local governments*  
**Priority Ranking: HIGH**

**Land Protection Action Item #2:** Initiate land protection efforts on key high-quality tributary watersheds and headwater lands of the Little Tennessee and Tuckaseegee

*Partners: Mainspring Conservation Trust, USFS, Southern Appalachian Highlands Conservancy, Highlands Cashiers Land Trust*  
**Priority Ranking: MED**

**Watershed Restoration Action Item #1:** Continue stream restoration efforts, in the Little Tennessee, Tuckaseegee and Oconaluftee watersheds to reduce sediment and other types of stream pollution (e.g., fecal coliform) from non-point sources (currently 4 miles of stream-bank restoration planned in conjunction with Macon and Jackson County Soil and Water Conservation Districts by 2016).

*Partners: Mainspring Conservation Trust*  
**Priority Ranking: HIGH**

**3) The Nantahala River** -The Nantahala River is located in the Nantahala National Forest near the Great Smoky Mountains National Park. Two-lane U.S. Highway 19/74, once part of the historical Trail of Tears, runs along the river. The River rises near the border of Georgia and North Carolina, close to the Southern Nantahala Wilderness and the Appalachian Trail. It empties into the Little Tennessee River at Fontana Lake. The river crosses the Appalachian Trail at Wesser, NC.

### **Best Management Practices**

**Recreation Opportunities:** The Nantahala is internationally known for its whitewater and is home to over twenty private outdoor recreation and rafting companies, including the Nantahala Outdoor Center, reputed by many “outdoor recreation” authorities as the “best outfitter of its kind in the world.”

The International Canoe Federation chose the Nantahala as the site for its 2013 International Freestyle Kayaking Championship event. That event and its precursor trial events attracted 400+ whitewater athletes from over 40 countries and tens of thousands spectators. The Nantahala is also a very popular trout fishing destination. NC Game and Fish named the Nantahala one of North Carolina's ten best trout streams and Trout Unlimited placed it in their Top 100 in the country.

There are several different sections of the Nantahala River with varying levels of whitewater difficulty ranging from beginner and intermediate to expert “steep creeking” class IV-V whitewater. The Cascades section is the first whitewater stretch below Nantahala Lake. From here to Lake Fontana there are **8 primary public access points**, and 9 secondary points.

There are numerous raft and kayak launches, 2 public sites with bathrooms, several private sites where outfitters allow public access and rentals, and several picnic areas. The Cascades section is dewatered via a hydroelectric bypass. However it often has water for many consecutive days

in the spring or after heavy rains. Also Whiteoak Creek can sometimes provide enough runoff entering right above the Cascades section to allow for boatable flows. There are now scheduled releases for this steep creek run that were negotiated as part of the FERC relicensing process. The creek has an unusually high gradient allowing for expert paddlers to challenge themselves in a roadside environment where nearly all of the rapids can be scouted ahead of time. The next section is known as the “Upper Nantahala” which starts just below the extremely steep portion and ends at the powerhouse at the end of the dewatered stretch. This stretch ranges between class III and IV depending upon flows. At the powerhouse, the classic Nantahala begins. This 8-mile stretch is one of the most kayaked and rafted streams in the US. More recreational boaters are exposed to their first whitewater experience here than any other location in the US.

Fishing is world class on the Nantahala River hosting numerous competitions annually. There are three distinct fisheries management sections. The Upper Nantahala from the Nantahala Lake Dam to White Oak Creek, which is just upstream of the Cascades whitewater section, is classified as Hatchery-Supported Trout Waters with no size limit or bait restriction and a creel limit of seven trout per day. These waters are marked with green-and-white signs that are posted on trees along the stream. The next section is from White Oak Creek to the Duke Energy Powerhouse and is classified as Delayed Harvest Trout Waters, which may be fished only with artificial lures with one single hook. There are strict seasonal restrictions between October and June. The classic Nantahala downstream of the powerhouse is also classified as Hatchery-Supported Trout Waters with no size limit or bait restriction and a creel limit of seven trout per day. **Due to high traffic rafting and kayaking activity along this stretch, this is the only stream in the state where night fishing is allowed.** Extremely large Brown Trout have been caught on this stretch, with a record breaking 24-pounder caught in 1998. NC Game and Fish named the Nantahala one of North Carolina's ten best trout streams and **Trout Unlimited placed it in their Top 100 in the country.**

The road paralleling the Nantahala River is part of the 64.5 mile USFS Mountain Scenic Byways. There are dozens of pull offs for motorist to enjoy streamside picnicking at picnic tables.

Hiking in the Nantahala River’s surrounding lands includes The NC Bartram Trail, the Appalachian Trail that runs directly through the Nantahala Outdoor Center’s resort lodging and the numerous backpacking and hiking trails in the Nantahala National Forest lands.

The [Nantahala Outdoor Center](#) is the largest outdoor recreation company in the world. This company led the way for whitewater sports in the Southeastern United States and helped to foster the growth of the other 20 outdoor companies that operate in the Nantahala Gorge area. They host over 1 million visitors a year and offer rafting, kayaking, mountain biking and zip lining at their locations. They are also a leader in education and conservation in the industry. The 2013, the International Canoe Federation’s [International Freestyle Kayaking World Championship Games](#) were held on the Nantahala River.

### **Education Opportunities:**

1. Mainspring has developed a [Citizens Guide](#) that is one of the most comprehensive documents developed for the Little Tennessee River Basin (including the Nantahala) that exists today. This document covers the historical significance, economic data, flora and fauna information, citizen involvement opportunities and much more on the Basin.
2. [Nantahala Kids Club](#) 2017 Kayaking Training for kids is a six-week program designed to get kids active and engaged in the outdoors through introduction to paddle sports.

## **Conservation:**

1. [Smoky Mountain News](#) – ***Nantahala Headwaters Tract Protected*** - A 248-acre tract known as Rainbow Springs at the headwaters of the Nantahala River in Macon County has been protected through a conservation agreement between the long-time landowners and the Mainspring Conservation Trust.
2. [Smoky Mountain Express](#) – ***Forest Service Meeting Advances On Nantahala and Pisgah Conservation Campaign*** - The U.S. Forest Service sought further information on Monday, Nov. 16 in the early stages of its forest plan, which aims to classify select rivers and lands in the Nantahala and Pisgah national forests as further protected under stricter levels of conservation.
3. The [Nantahala River Conservation Fund](#) - has again awarded four higher education scholarships to graduating high school students from the Nantahala Community (Swain, Macon and Cherokee Counties). Endless River is one of three participating outfitters in the Fund.
4. [The Wilderness Society](#) - ***Steeped in history, lavish in its wildlife and scenic beauty, the Nantahala Mountains Conservation Area is a priority for permanent protection.*** Its unprotected wildlands top 107,000 acres and nearly another 25,000 acres are safely within the Southern Nantahala Wilderness.

**Community Support:** An MOU with signatures from Swain County Commissioners, Town of Bryson City, Mainspring Conservation Trust, Swain County TDA, Swain County Chamber of Commerce, Smoky Mountain Host of NC, the Nantahala Outdoor Center and the USFS is forthcoming.

Community support of the Nantahala River is beyond reproach. The Nantahala Outdoor Center (NOC) is reported to being in the top ten of largest employers in Swain County. Outfitters are a tremendous part of the river's support system and have a huge stake in the protection of the resource. For example, the outfitter [Endless Rivers Adventures](#) provides staff and organizes volunteers in the NC Clean Sweep Nantahala River Clean Up (attached).

**Public Information:** The public is provided with accessible and understandable water trail information on the [smokymountainblueways.com](http://smokymountainblueways.com) website and in the official printed map of the Smoky Mountain Blueways's first printed map, including details for identifying access sites, natural features, etc. This map is sold at the NC Smoky Mountain Visitor's Center in Franklin, NC and at various other businesses throughout the region. The water trail is promoted to the community and broad national audience via the internet, the printed map and through the regional [Smoky Mountain Host Adventure Activities Guide](#) printed yearly and posted on the [visitsmokies.org](http://visitsmokies.org) website.

Safety messaging is also highlighted on the blueways map, emphasizing the need for wearing PFD's, water release schedules, changing weather conditions, and flash flooding ... In addition, the website provides detailed information.

The recently published Smoky Mountain Blueway's map and guide provides detailed information important to trip planning on each river. For example, Time and distance between access sites is

estimated, in addition to GPS coordinates, and detailed descriptions of each water body to give you a clear understanding of their character and features.

**Trail Maintenance:** All state and federal landowner agencies are required to do on-going trail maintenance in these waters by both state and federal regulations. Duke Energy is bound by the FERC license to maintain their sites as well. An MOU Signed by property owners for the Smoky Mountain Blueways National Water Trail is forthcoming.

Regular cleanup days are organized by outfitters and Mainspring to help support the health of the Nantahala River. In addition, the majority of the classic Nantahala River area that most outfitters use is surrounded by the National Forest, that provides trash pickup and maintenance of the trailhead launch, parking, picnicking and restroom areas. These sites are kept in pristine condition.

**Planning:** All landowners are involved in long-term and short-term planning for these waterways. In addition, The Advisory Board for the Blueways completed their first **Five-Year Strategic Plan** for the Blueways in 2004. The plan identifies areas where they can collaborate for a better resource conservation and seek funding for mutually agreed upon activities. A plan update is currently underway by the Advisory Council. See examples below on initiatives on the Nantahala River:

**Watershed Restoration Action Item #2:** Restoration of the brook trout in Wayehutta Creek, in the Tuckaseegee Watershed, Hurricane Creek (Clay County) in the **Nantahala Watershed** and Wolf Creek (Macon County).

*Partner: USSF, Duke Energy (Could be an early effort of the Little Tennessee Fish Restoration Project)*  
*Priority Ranking: HIGH*

**4) The Oconaluftee River** was considered “sacred waters” by the Cherokee Indians and is still an important part of their life and culture today. The “Luftee,” as known by the locals, is a beautiful, freestone river that originates near Newfound Gap and flows south along the southern base of Mount Kephart, dropping 2,000 feet (600 m) over 10 miles (16 km). It is one of the largest rivers that flows inside the boundaries of the Great Smoky Mountains National Park.

Much of the area around the Oconaluftee is part of the Oconaluftee Archaeological District, which is listed on the National Register of Historic Places.

The Oconaluftee waters are stocked with numerous healthy Rainbow, Brook, and Brown Trout. The Eastern Band of the Cherokee Indians (EBCI) sells approximately 850,000 permits to fish the Oconaluftee each year to fish the Oconaluftee each year and hosts an extremely popular Memorial Day tournament with \$10,000 in tagged fish cash prizes. Currently tubing is permitted on the river through the main Cherokee commercial area, however the Cherokee are still reluctant to allow paddle sports on tribal waters. Their primary focus is traditional uses such as tubing, fishing and swimming.

The Oconaluftee River has 3 primary sites in the Blueways.

### **Best Management Practices**

**Recreation Opportunities:** The Oconaluftee has swimming, tubing, wading, camping and fishing opportunities. The abundantly trout-filled stream system in Cherokee connects 30 miles of freestone streams that include secluded forest settings, suburban roadside areas, and even the Cherokee town center. The system, managed by the Eastern Band and is the most well stocked



water system East of the Mississippi. Over 40 shops and stores offer authorized fishing permits, and a growing number of tackle shops supply both expert and novice gear including flies, tackle, and bait.

The surrounding Cherokee lands also offer hiking, birding, wildlife viewing, picnicking and camping. The reappearance of the elk in 2001 was the first time the elk had set foot on the soil of the Great Smoky Mountains National Park since the turn of the nineteenth century. The Park and its surrounding lands are now home to 140 elk and they can be seen regularly at the Oconaluftee Visitor's Center and even on occasion further into the town of Cherokee.

Mingo Falls and Soco Falls not only offer beautiful scenic waterfalls, but also offer beautiful hiking trails and picnicking sites for the visitor.

The Qualla Boundary of the Cherokee also offer nationally-known historical sites such as the [Oconaluftee Indian Village](#), the [Unto These Hills Outdoor Drama](#) that tells the story of the Eastern Band of the Cherokee Indians, the [Museum of the Cherokee Indian](#) and the [Qualla Arts and Crafts Mutual](#), a historical craft museum and store venue.

### **Education Opportunities:**

1. [Mainspring Conservation Trust](http://www.mainspringconserves.org/) <http://www.mainspringconserves.org/> offers numerous river conservation educational programs, including Kids in the Creek and "Snorkel & Snoop" programs. They also host events during warmer months to get families and individuals out on the water snorkeling and paddling.
2. Mainspring has also developed a [Citizens Guide](#) that is one of the most comprehensive documents developed for the Little Tennessee River Basin that exists today. This document covers the historical significance, economic data, flora and fauna information, citizen involvement opportunities and much more on the Basin.
3. [The Cherokee Museum](#) offers academic and experimental educational programs for school groups visiting the museum. These workshops include storytelling, dance, hands-on crafts and traditional Cherokee food.
4. [EBCI Office of Environment and Natural Resources](#) provides both educational and conservation materials for the Qualla Boundary and offer various programs on the reservation. They hold the Trout Derby for children every year on the Oconaluftee River. They also coordinate snorkeling programs on the Oconaluftee with the Cherokee Choices Program.
5. [Cherokee Bonfire](#) is held during the evening hours downtown on the reservation. Drawing from a rich oral tradition dating back millennia, the Cherokee Bonfire series runs throughout the tourism season, and is an enchanting way to interact with the rich details of the Cherokee people and their stories. The location of the series is on the Oconaluftee Islands Park, completely surrounded by the Oconaluftee River.
6. [Trout Derby](#) is held every year to introduce children to the love of fishing. It is a free event that includes celebrity guests and free fishing gear for attendees.

### **Conservation:**

1. [EBCI Office of Environment and Natural Resources](#) has engaged in many conservation initiatives on the Qualla Boundary and the region. Many of these initiatives are outlined in their [Integrated Resource Management Plan](#) (attached?)

**Community Support:** An MOU with signatures from the Eastern Band of the Cherokee and support letter from the Cherokee Chamber of Commerce is forthcoming.

Cherokee Culture lays a heavy emphasis on the river. A lot of infrastructure investments have occurred throughout the river district for tribal member businesses and tourists. The island park receives a lot of traffic served by greenways in Cherokee right in the middle of the Oconoluftee River.

**Public Information:** The public is provided with accessible and understandable water trail information on the [smokymountainblueways.com](http://smokymountainblueways.com) website and in the official printed map of the Smoky Mountain Blueways's first printed map, including details for identifying access sites, natural features, etc. This map is sold at the NC Smoky Mountain Visitor's Center in Franklin, NC and at various other businesses throughout the region. The water trail is promoted to the community and broad national audience via the internet, the printed map and through the regional [Smoky Mountain Host Adventure Activities Guide](#) printed yearly and posted on the [visitsmokies.org](http://visitsmokies.org) website. Cherokee's official visitor's [website](#) provides extensive information on opportunities on the reservation and for all events during the calendar year.

**Trail Maintenance:** All state and federal landowner agencies are required to do on-going trail maintenance in these waters by both state and federal regulations. An MOU Signed by property owners for the Smoky Mountain Blueways National Water Trail is forthcoming.

**Planning:** All landowners are involved in long-term and short-term planning for these waterways. In addition, The Advisory Board for the Blueways completed their first **Five-Year Strategic Plan** for the Blueways in 2004. The plan identifies areas where they can collaborate for a better resource conservation and seek funding for mutually agreed upon activities. A plan update is currently underway by the Advisory Council.

**5) The Tuckasegee River** - The Tuckasegee River (variant spellings include Tuckaseegee and Tuckaseigee) flows entirely within Western North Carolina. It begins its course in Jackson County, above Cullowhee, campus of Western Carolina University, at the confluence of Panthertown and Greenland Creeks. These two scenic creeks are rarely kayaked due to 80-foot steep slides, numerous large waterfalls, and large timber in the streambed. The class rating for these creeks can range from IV-V depending on flows. These two creeks are not part of the current proposed designation.

The Tuckasegee flows in a northwesterly direction into Swain County through the center of Bryson City where it passes around the Bryson City Island Park, then enters Fontana Lake and ultimately the Little Tennessee River.

### **Best Management Practices**

**Recreation:** Fishing, hiking and paddling are among the recreational opportunities along the river. A float trip on the "Tuck," as it is known by the locals is an exhilarating way to experience fly-fishing in the southern Appalachians. The river has areas that are as wide as many western rivers, offering plenty of room for backcasting. It is also a popular river for tubing, canoeing, float fishing and many outfitters currently operate in its waters.

Although the lower stretches of the river passes mostly through private lands, there is a surprising amount of public access sites. Between Lake Glenville and Fontana Lake there are **13 primary sites** and 4 secondary sites. Most of the sites were secured and built by Duke Energy as part of the FERC Relicensing process. These investments have secured the additional needed access for watersports enthusiasts to be able to take short day trips on multiple stretches of river spanning a two county area.



The Tuckasegee is often used as a precursor to the Nantahala River as it is a slight bit easier and warmer. It is gentler, has lower gradient and is wider than the Nantahala. It also does not have the paddler height restriction that the Nantahala has and is often marketed as Mom-approved. The gentle nature of the river also allows for tubing that has become extremely popular in western NC. Western Carolina University's outdoor programs, outfitters on the river and neighboring rivers all use the Tuckasegee as an entry level paddling experience.

### **Education Opportunities:**

1. [Mainspring Conservation Trust](http://www.mainspringconserves.org/) <http://www.mainspringconserves.org/> offers numerous river conservation educational programs, including Kids in the Creek and "Snorkel & Snoop" programs. They also host events during warmer months to get families and individuals out on the water snorkeling and paddling.
2. Mainspring has also developed a [Citizens Guide](#) that is one of the most comprehensive documents developed for the Little Tennessee River Basin that exists today. This document covers the historical significance, economic data, flora and fauna information, citizen involvement opportunities and much more on the Basin.
3. [Western Carolina University Base Camp Cullowhee](#) aims to offer the finest University Outdoor Program in the country. They offer a comprehensive array of outdoor recreation trips, experiential education opportunities, and outdoor equipment rentals. More than just a recreation program, the Base Camp aims to engage and develop the whole student through the medium of outdoor adventure activities. Base Camp Cullowhee is the home to human powered adventure at WCU. Between the climbing wall, trip programs, guide service and rental equipment, Base Camp Cullowhee facilitates over 9,000 participant experiences per year!
4. [WCU's Parks and Recreation Management Program](#) prepares students to serve as community recreation leaders or administrators, facility managers, camp staff and directors, outdoor activity instructors, adventure travel guides, environmental education naturalists, community health and wellness coordinators, aquatics directors, physical activity instructions and coordinators, park or forest rangers, recreation program directors, or staff positions with resorts and private clubs.
5. [WCU's Outdoor and Cultural Programs](#) for youth such as the Discover Program offers youth in the area opportunities to explore, learn and grow using the vast outdoor opportunities in the region. This program also offers special events such as: Girl Power Summer Trips, High and Low Element Challenge Courses, Expeditions of ReDiscovery and Outdoor Classrooms.
6. [Watershed Association of the Tuckasegee River](#) (WATR) offers Stream Buffer Demonstration Trails at Monteith Farmstead Park in cooperation with the Town of Dillboro. The goal of these trails is to encourage the stewardship of stream-side land. The **South Trail** describes why natural vegetation along stream banks (called the riparian zone) is essential to the biological health of mountain creeks. Next, the **West Trail** is directed toward the landowner with a stream on his/her property. The signs along the trail describe the benefits of maintaining naturally vegetated stream banks on your land.

They also offer many educational programs for school and youth groups, such as their Youth Re-enactment of a [Traditional Cherokee Fish Harvest](#) and Project [Rainfall – Search for Ancient Fish Weirs in the Tuckasegee River](#).

### **Conservation:**

1. [Watershed Association of The Tuckasegee River](#) is a grassroots organization working to improve the water quality and habitat of the Tuckasegee River Basin that supplies the drinking water and ecosystem foundation for Swain and Jackson Counties. Their offices are located in Bryson City.

Once per month members of this team show up at [Monteith Park](#) in Dillsboro and remove trash and litter from ScottsCreek. Usually one or two team members puts on waders, and they pass trash to others on the bank. In winter we meet on the first Saturday of each month at 10 AM. Otherwise we meet on the first Wednesday of each month at 5:00 PM.

2. [Mainspring Conservation Trust](http://www.mainspringconserves.org/) <http://www.mainspringconserves.org/> offers numerous river conservation educational programs, including Kids in the Creek and "Snorkel & Snoop" programs. They also host events during warmer months to get families and individuals out on the water snorkeling and paddling. They also

3. Mainspring has also developed a [Citizens Guide](#) that is one of the most comprehensive documents developed for the Little Tennessee River Basin that exists today. This document covers the historical significance, economic data, flora and fauna information, citizen involvement opportunities and much more on the Basin.

4. [American Whitewater](#) and [The Conservation Alliance](#) Restores A Free-Flowing Tuckaseegee River in NC – After nearly a decade of negotiations and the involvement of American Whitewater, the Dillboro Dam was removed on the Tuckaseegee River. The removal of the dam now allows paddlers (and fish) an opportunity to pass through the area for the first time in over a century!

5. [Watershed Association of the Tuckaseegee River](#) (WATR) offers Stream Buffer Demonstration Trails at Monteith Farmstead Park in cooperation with the Town of Dillboro. The goal of these trails is to encourage the stewardship of stream-side land. The **South Trail** describes why natural vegetation along stream banks (called the riparian zone) is essential to the biological health of mountain creeks. Next, the **West Trail** is directed toward the landowner with a stream on his/her property. The signs along the trail describe the benefits of maintaining naturally vegetated stream banks on your land.

**Community Support:** An MOU with signatures from Jackson and Swain Counties, American Whitewater, Towns of Dillsboro and Webster, Duke Energy and the Tennessee Valley Authority is forthcoming. Letters of support are also attached from the Jackson County Chamber of Commerce and the Jackson County Tourism Development Authority.

**Public Information:** The public is provided with accessible and understandable water trail information on the [smokymountainblueways.com](http://smokymountainblueways.com) website and in the official printed map of the Smoky Mountain Blueways's first printed map, including details for identifying access sites, natural features, etc. This map is sold at the NC Smoky Mountain Visitor's Center in Franklin, NC and at various other businesses throughout the region. The water trail is promoted to the community and broad national audience via the internet, the printed map and through the regional [Smoky Mountain Host Adventure Activities Guide](#) printed yearly and posted on the [visitsmokies.org](http://visitsmokies.org) website. Cherokee's official visitor's [website](#) provides extensive information on opportunities on the reservation and for all events during the calendar year.

Safety messaging is also highlighted on the blueways map, emphasizing the need for wearing PFD's, water release schedules, changing weather conditions, and flash flooding.

The recently published Smoky Mountain Blueway's map and guide provides detailed information important to trip planning on each river. For example, Time and distance between access sites is estimated, in addition to GPS coordinates, and detailed descriptions of each water body to give you a clear understanding of their character and features.

**6. Lake Fontana** is a reservoir impounded by Fontana Dam on the Little Tennessee. The lake forms part of the southern border of The Great Smoky Mountains National Park and the northern border of part of the Nantahala National Forest. Depending on water levels, the lake is about 17 miles long. The east end is the Tuckasegee River near Bryson City. The Oconoluftee, Little Tennessee, Nantahala and Tuckasegee all flow into Lake Fontana. The lake has many inlets into coves and islands created from former mountain Peaks.

### **Best Management Practices**

**Recreation:** Some of the islands on Lake Fontana allow boat camping on forest service land and are managed by the National Park Service. Recreation opportunities on the lake are **fishing, boating, floating, paddleboarding** and **flat-water kayaking**. Some say that the lake offers the best smallmouth bass fishing in the US. On the south side of the lake there are both private and USFS campgrounds.

There are 11 primary access sites on Fontana Lake.

### **Education Opportunities:**

1. [Mainspring Conservation Trust](http://www.mainspringconserves.org/) <http://www.mainspringconserves.org/> offers numerous river conservation educational programs, including Kids in the Creek and "Snorkel & Snoop" programs. They also host events during warmer months to get families and individuals out on the water snorkeling and paddling.
2. Mainspring has also developed a [Citizens Guide](#) that is one of the most comprehensive documents developed for the Little Tennessee River Basin that exists today. This document covers the historical significance, economic data, flora and fauna information, citizen involvement opportunities and much more on the Basin.
3. [Fontana Dam Becomes an Appalachian Trail Community](#) - In the fall of 2013, the Town of Fontana Dam partnered with the [Smoky Mountain Hiking Club](#) -which maintains 102 miles of the A.T. in the area- and other local businesses to apply for the AT Community designation, and in the spring of 2014, Fontana Dam was designated as North Carolina's third A.T. Community. The town is incredibly proud of this partnership and celebrates several hiker themed events each year. Hiker Haze takes place in March and is a celebration for A.T. thru-hikers featuring activities, food and fun. A Spring and Fall Hike Week take place annually in April and October with guided hikes and informative guest speakers and presenters, and Fontana Dam hosts a Family Hiking Day celebration each September.
4. [NOC Guide Fontana Lake Tour](#)- The NOC provides guided trips to paddle and explore Fontana Lake near Bryson City, NC with one of their expert guides and explore quiet coves and hidden waterfalls. Using kayaks and stand up paddle boards, participants learn about the natural history of the area. Delight in sightings of great blue heron, red tail hawk, pileated woodpeckers and osprey. This program is suitable for children as young as 4 years old.

### **Conservation:**

1. [Mainspring Conservation Trust](http://www.mainspringconserves.org/) <http://www.mainspringconserves.org/> offers numerous river conservation educational programs, including Kids in the Creek and "Snorkel & Snoop" programs. They also host events during warmer months to get families and individuals out on the water snorkeling and paddling.
2. Mainspring has also developed a [Citizens Guide](#) that is one of the most comprehensive documents developed for the Little Tennessee River Basin that exists today. This document

covers the historical significance, economic data, flora and fauna information, citizen involvement opportunities and much more on the Basin.

3. [NC Department of Environmental Quality's Watershed Plan](#) outlines restoration projects on and around Lake Fontana.
4. [Mainspring Conservation Trust](#) conservation materials regarding Lake Fontana.
5. [Rivers of Restoration](#) – Trout Unlimited's First 50 Years of River Restoration includes examples of their many conservation efforts on Fontana Lake.

**Community Support:** An MOU with signatures from Graham County, Town of Fontana Dam, Brookfield Renewables, Tennessee Valley Authority and the USFS is forthcoming. Letters of support are also attached from the Graham County Chamber of Commerce and the Graham County Tourism Development Authority.

**Public Information:** The public is provided with accessible and understandable water trail information on the [smokymountainblueways.com](http://smokymountainblueways.com) website and in the official printed map of the Smoky Mountain Blueways's first printed map, including details for identifying access sites, natural features, etc. This map is sold at the NC Smoky Mountain Visitor's Center in Franklin, NC and at various other businesses throughout the region. The water trail is promoted to the community and broad national audience via the internet, the printed map and through the regional [Smoky Mountain Host Adventure Activities Guide](#) printed yearly and posted on the [visitsmokies.org](http://visitsmokies.org) website.

Safety messaging is also highlighted on the blueways map, emphasizing the need for wearing PFD's, water release schedules, changing weather conditions, and flash flooding.

The recently published Smoky Mountain Blueway's map and guide provides detailed information important to trip planning on each river. For example, Time and distance between access sites is estimated, in addition to GPS coordinates, and detailed descriptions of each water body to give you a clear understanding of their character and features.

\*\*\*\*\*

These unique natural resources have provided a footprint for the expansive outdoor recreation and tourism industry cluster in the NC Smoky Mountains. This industry is the largest employer in the seven southwestern counties of the state where the Smoky Mountain Blueways Water Trails are located.

The direct economic impact of tourism and recreation in the four counties of the Smoky Mountain Blueways Trail region stood at \$549 Million in 2015. Local elected officials, non-profits and regional leaders value this community economic resource and are seeking designation as "National Water Trails of the North Carolina Smokies," from the US Department of the Interior. The designation will lend support to building additional private-public partnerships for use of public lands and will be consistent with the implementation of the Federal Lands Recreation Enhancement Act.

## TRAIL DETAILS

**Length of trail open to public use:** 167 miles. No loop.

**Other Designations:** The trail is located in the [Blue Ridge National Heritage Area](#) designated by Congress in 2003. State designation: [Natural Heritage Areas](#) and [7 Scenic Byways](#): Watertrail Byway, Nantahala Byway, Cherohola Skyway, Indian Lakes Scenic Byway, Whitewater Way, Forest Heritage Scenic Byway and the Smoky Mountain Scenic Byway. The NC Scenic Byways are part of [Ugo Tours](#) mobile app. This was accomplished through a partnership with Smoky Mountain Host of NC and the NC Department of Transportation.

**Type:** Water Trail

**Other Type:** N/A

**Allowed uses:** Boating motorized, Canoeing, Mountain Kayaking, Rafting, Sailing, Tubing, Fishing, Heritage & History, Camping, Dogs, Fishing, Swimming, Wading, Wildlife Observation

**Other uses/Notes:** Water skiing, wake boarding and paddle boarding

**Trail Features:** N/A

**Elevation:** 1200' to 3200'

**Width:** 10 to 100 feet

**Grade of Trail:** Varies from Flat Water to Class I-IV

### **Accessibility Information:**

Access Point Signage, Printed Map Brochure, Website, Mobile version of [smokymountainblueways.com](http://smokymountainblueways.com) includes ESRI online interactive map and Google Maps

## **PRIMARY AND ADDITIONAL SURFACE MATERIAL**

Water moving and water still

Additional Surfaces: Water;rapids, Water;moderate moving, Water; slow moving, Grass vegetation, Rock; boulders, Rock; smooth,

## **VISITING AND FEE NOTES**

All federal regulations apply by managing agencies. Open all year, 24 hours (contact info for closures with federal agencies on website and printed map)

**Seasonal Closures:** Some due to water releases

**Fees:** Some access points to have minimal fees for usage.

**Visiting and Fee Notes:**

**Section 2. Best Management Practices** are in the body of this document under each river and lake in the trail and on the Data Spreadsheet for Best Practices attached to this document.

**Blueways Advisory Council Management Entity:** Smoky Mountain Host of North Carolina is a public-private non-profit organization established in 1987. They are recognized leaders in the destination marketing, rural and heritage tourism development and tourism business advocacy in North Carolina. They were instrumental in the regional process to receive the Blue Ridge National Heritage Area designated by Congress in 2003.

Their offices are in Franklin, NC. are located in the state-owned Visitor's Center near the border of North Carolina and Georgia. This Visitor's Center was built in 1993 specifically for their organization by the Governor of North Carolina and was built with state funding. Smoky Mountain Host did donate the property on US 441 to the state for the Center. It is operated by Smoky Mountain Host through a MOU with the NC Department of Transportation creating a long-term relationship that has endured for over thirty years. The organization boasts over 250 private business members and enjoys long-standing collaborative relationships with the state and federal agencies involved with the Blueways Trail as well as the local units of government that are crossed over by the Trail.

One good example of Smoky Mountain Host's collaboration with state and federal agencies was the Tsali Bike Trail Initiative with the Nantahala National Forest. At the request of the Nantahala National Forest Superintendent, Smoky Mountain Host secured state grant dollars to leverage federal funds for the construction of toilets and information kiosks on the trail. There was a desperate need for these visitor services once the Trail became one of the **top five mountain bike trails in the US** and began experiencing literally thousands of users in one year. The project on the Tsali Trail was accomplished when Smoky Mountain Host requested that the NC General Assembly establish the Rural Tourism Grant Funds Program through a bill that funded it through the NC Department of Commerce.

In 2013 the Board of Directors of Smoky Mountain Host started work on establishing the Smoky Mountain Blueways Trail. The need for this trail was identified during a long-term planning process of outdoor recreation companies and the Board of Directors for Smoky Mountain Host. It was obvious that the rivers and lakes of their region was part of the natural environment that supported the regional economy and provided the residents and visitors with a healthy and vibrant environment. They began looking for the resources to accomplish their goal. The Duke Energy Corporation, who was a charter member of the organization, funded their endeavors at \$85,000.

The organization then established the **Smoky Mountain Blueways Advisory Council** made up of the major stakeholders in the region to move the initiative forward under the non-profit umbrella of the Smoky Mountain Host. The Host agreed to provide staff leadership and funding to the Advisory Council.

#### **Charter Advisory Council Board Members.**

- The NC Department of Environment & Natural Resources -now NC Dept. of Environmental Quality
- The US Forest Service – Nantahala National Forest
- Duke Energy Corporation
- Nantahala Outdoor Center
- Mainspring Conservation Trust (formerly LTLT – Land Trust for the Little Tennessee)
- The Eastern Band of the Cherokee Indians
- Jackson County Board of County Commissioners
- The Southwestern Commission (the southwestern NC regional council of governments)
- American Whitewater Organization
- Smoky Mountain Host
- The NC Wildlife Resources Commission

Smoky Mountain Host is now adding all the town and county commission boards, TVA and Brookfield Renewables to the Advisory Board

The Advisory Board developed their **Five-Year Strategic Plan** and started the necessary research and organizational work to develop the Trail. Part of that initial work was to establish their Mission, Vision and Goals to ground the Advisory Council's work and ensure success.

**Mission Statement:**

A non-regulatory collaborative partnership committed to the coordination, interpretation and promotion of resource conservation, public access and recreational opportunities in the rivers and lakes of the Upper Little Tennessee Watershed for the purpose of increased human, watershed and economic health.

**Recreation Opportunities** are in the body of this application and on the Data Spreadsheet for Best Practices attached to this document.

**Education Opportunities** are in the body of this application and on the Data Spreadsheet for Best Practices attached to this document and the printed map provides this information. We have completed our Five-Year Workplan and continue to update the document which

**Conservation:**

The Five-Year Work Plan has specific projects on the rivers and lakes that restore, update and in some cases expand the public access sites. The Advisory Council members have all agreed to work together to implement the plan and seek financial resources to accomplish their goals.

**Community Support:**

This initiative has enjoyed a wide-range of public support from the federal and state agencies to the non-profits and private sector stakeholders in the region. Community meetings have been held and several positive articles have been published in the local newspapers.

**Public Information** locations are in the body of this application and on the Data Spreadsheet for Best Practices attached to this document

The website, both desktop and mobile, provide in-depth information for the user about all of the public-access sites. Signage is already in place at almost all the sites. The printed map and website for the Smoky Mountain Blueways provides even more in-depth information for the user.

Smoky Mountain Host has been marketing the Blueways for the past three years both in print and digital advertising. During the 2013 International Canoe Federation's Freestyle Kayaking World Championships, the Blueways received massive amounts of global TV coverage. In addition, the NOC in cooperation with the NC Department of Commerce developed [Nantahala Outdoor Center 2013 Games](#) that was viewed for on all the major sports channels around the world!

**Sustainability & Trail Maintenance:**

The Nantahala National Forest, the NC Department of Environmental Quality and the NC Division of Parks and Recreation, NC Wildlife Resource Commission, Duke Energy, local governments, and other non-profits were all involved in the Five-Year Plan for sustainability of the trails. There is a very collaborative group of organizations in the region that have worked together for years to make sure these trails are second to none in the Southeast. The **Memorandum of Understanding** signed by all the property owners is attached to this application that outlines their commitment to the Trail's sustainability and maintenance.



**Planning:** Many organizations in the region of the Blueways Trail have developed planning initiatives on various water bodies and their surrounding lands. Several of these are listed in this application. In addition, the Five-Year Strategic Plan for the Blueways is also attached.

### **Section 3. Contact Information**

1. Smoky Mountain Host: Betty Huskins, [betty@visitsmokies.org](mailto:betty@visitsmokies.org)
2. Nantahala National Forest: Mike Wilkins, District Ranger, USFS, [mwilkins@fs.fed.us](mailto:mwilkins@fs.fed.us)
3. Duke Energy: Lisa Leatherman, Regional Manager, [lisa.leatherman@duke-energy.com](mailto:lisa.leatherman@duke-energy.com)
4. Eastern Band of the Cherokee: Mike Lavoie, Director of Fish & Wildlife, [michlavo@nc-choerokee.com](mailto:michlavo@nc-choerokee.com)
5. Mainspring Conservation Trust: Dennis Desmond, Land & Easement Stewardship Coordinator, [ddesmond@lilt.org](mailto:ddesmond@lilt.org)
6. David Stewart, NC Wildlife Commission, Biologist II [david.stewart@ncwildlife.org](mailto:david.stewart@ncwildlife.org)  
828-448-9419
7. Nantahala Outdoor Center: Sutton Bacon, CEO, [Sutton.bacon@noc.com](mailto:Sutton.bacon@noc.com)
8. Brookfield Renewables: **TBD**
9. TVA: **TBD**
10. Jackson County **TBD**
11. Town of Bryson City **TBD**